

THE COUNTY PROPERTY AUCTION



July 26th 2024- 3pm

Live Stream Event With Remote Bidding Only

Property and Business Consultants

BROWN & CO JH Walter

July 2024

Auction Update

Welcome to our fifth property auction of the 2024 season which offers a 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** as some vendors may consider selling prior to auction on the same terms.

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**

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** from the comfort of your own home.



James Mulhall BA MNAEA MNAVA
Divisional Partner | Residential & Auction Sales Manager

Meet the Auction Team



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Order of Sale

Lot 1
4.74 Acres, Croppers Lane,
Freiston, PE22 0LU
Page 8



Lot 8
Dev Site,
47-49 Silver Street,
Coningsby, LN4 4SG
Page 20-21



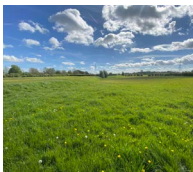
Lot 2
1 Gibbeson Street,
Lincoln, LN5 8JP
Page 10 - 11



Lot 9
Around 4.22 Acres,
Adj to Manton Wood
Enterprise Park,
Worksop, S80 2RS
Page 22-23



Lot 3
Around 5.89 Acres,
Trent Lane, Girton,
Newark, NG23 7JB
Page 12



Lot 10
26 Main Road,
Langworth, Lincoln,
LN3 5BJ
Page 24-25



Lot 4
Around 14.73 Acres,
Trent Lane, Girton,
Newark, NG23 7JB
Page 13



Lot 11
7 Laburnham Drive,
Cherry Willingham,
Lincoln, LN3 4AT
Page 26-27



Lot 5
4 Westbrooke Road,
Lincoln, LN6 7TB
Page 14-15



Lot 12
Building Plot,
Kettlethorpe Road,
Kettlethorpe,
Lincoln, LN1 2GZ
Page 26-27



Lot 6
Elm Tree Farm, Main Road,
Brothertoft, Boston,
PE20 3SW
Page 16-17



Lot 7
The White House,
24 Lincoln Road,
Fenton, PE20 3SW
Page 18-19



Please note further lots may be added to the line up so please keep checking 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

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 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 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 **£900 + 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 Proxy Bidding

1
BID

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 £900 + 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)

2
BUYER'S
DETAILS

Full Name(s)

Company

Address

Post code

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

Email

3
SOLICITORS

Name

Company

Address

Postcode

Telephone Email

4
SIGNATURE

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.

5
CHECKLIST

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.

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 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.

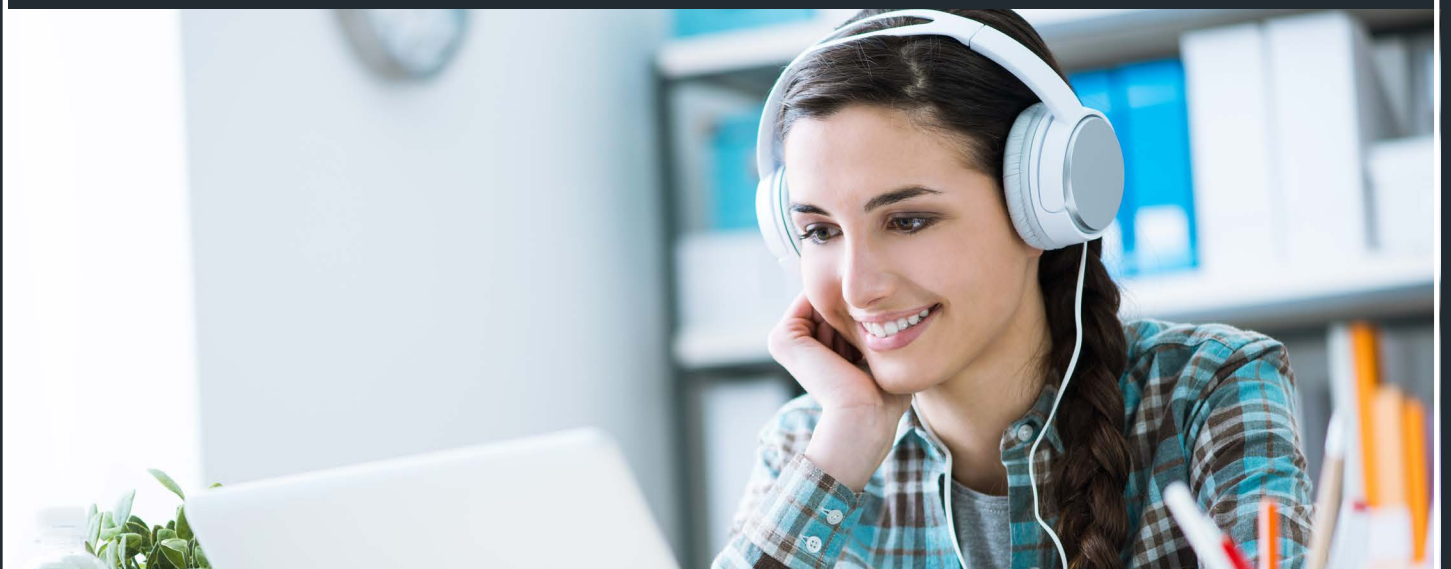
The Auctioneer will make no charge to a prospective buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or for any other reason whatsoever .

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.





Around 4.74 Acres, Croppers Lane, Freiston, PE22 0LU **Guide Price: £55,000 (£900 + VAT Buyers Fee)**

Description

Around 4.74 acres of land which has been drilled with a meadow mix. The land is of the Wisbech soil series being of coarse silty calcareous alluvial gley silty soils being capable of both autumn and spring land work and growing cereals, vegetables and root crops.

Directions

From the village of Freiston travel south along Church End Road for approximately 1 mile before bearing right onto Cropper's Lane.

<https://what3words.com/twee.jetted.justifies>

Access

The land is accessed directly from the public highway leading off Cropper's Lane Freiston.

Services

We understand that there are no mains services connected to the property. Potential purchasers are to make their own enquiries as to the likelihood of connecting any services in the future.

Sporting and Mineral Rights

The sporting and mineral rights are in hand and included.

Easements Wayleaves & Rights of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Local Authorities

Boston Borough Council, Municipal Buildings, West Street, Boston, Lincolnshire, PE21 8QR | 01205 314200.

Witham Fourth Internal Drainage Board, 47 Norfolk Street, Boston, PE21 6PP | 01205 310099.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

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 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

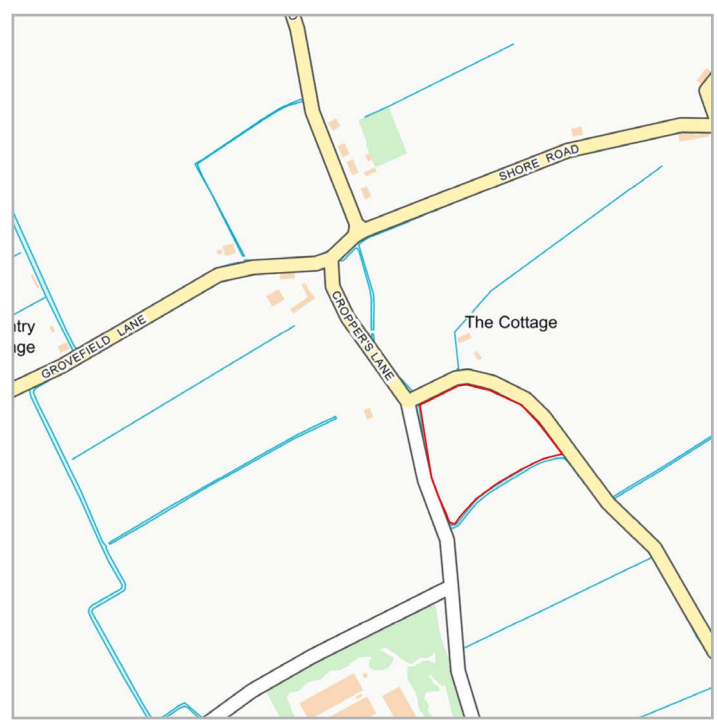
Solicitors

Peter Burns
Mossop & Bowser
Abbots Manor
10 Spalding Road
Holbeach, PE12 7LP

01406 422651 or info@mossops.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.



Inviting Entries

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

on 01522 504360 or cpa@brown-co.com and save

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



1 Gibbeson Street, Lincoln, LN5 8JP Guide Price £100,000 (£900 + VAT Buyers Fee)

Description

A two bedroom terraced house situated close to Lincoln's City centre which would represent an ideal first time purchase or buy to let investment.

Directions

From the B1262 High Street proceed until you reach a right hand turn onto Shakespeare Street. Then turn right onto Little Bargate Street and finally right onto Gibbeson Street where the property can be found at the end on your right.

<https://what3words.com/spite.packet.broker>

Accommodation

Ground Floor

Lounge

Front entrance door and double glazed window to front, radiator.

Dining Room

Double glazed window to rear, stairs rising to first floor, radiator.

Kitchen

Double glazed window to side, entrance door leading to rear garden, stainless steel drainer sink, worktops, base and eye level storage units, integrated oven and hob, tiled splash backs, spaces for washing machine and fridge freezer.

Bathroom

Double glazed window to side, WC, pedestal wash basin, bath with wall mounted shower unit over, shower rail and curtain, heated towel rail.

First Floor

Bedroom One

Double glazed window to rear, radiator.

Bedroom Two

Double glazed window to front, radiator.

Outside

There is a garden to the rear with fenced boundaries.

Services

We understand the property offers mains water, electric, gas and mains sewer connection.

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 4 weeks for completion.

Auction Bidder Identity Check

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Solicitors

Anna Fussey
Adie Pepperdine
3 The Landings
Burton Waters
Lincoln
LN1 2TU

[adie | pepperdine](https://www.adie-pepperdine.com) Ltd

01522 577088

Anna.fussey@adie-pepperdine.com

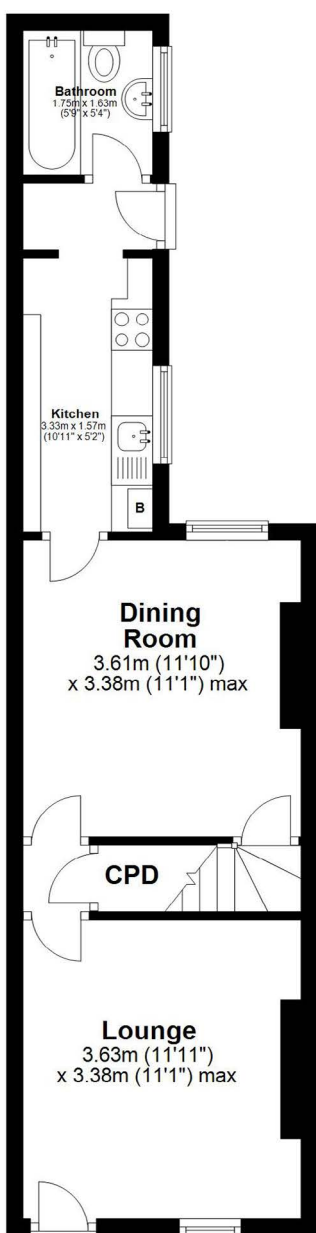
Agent

James Drabble or Mulhall 01522 504360 cpa@brown-co.com



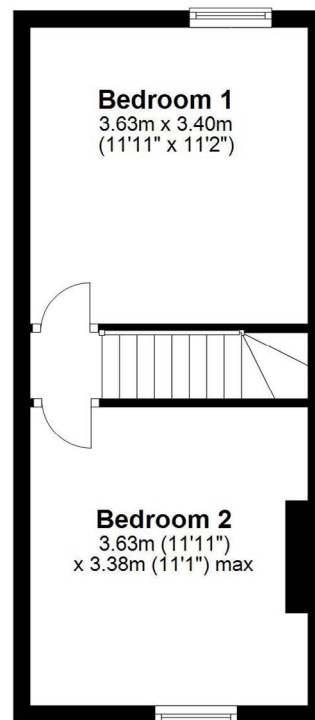
Ground Floor

Approx. 37.7 sq. metres (405.8 sq. feet)



First Floor

Approx. 28.0 sq. metres (301.9 sq. feet)



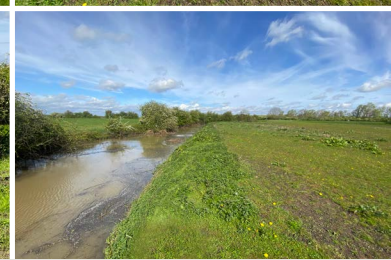
Total area: approx. 65.7 sq. metres (707.7 sq. feet)

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 2024. Unauthorised reproduction prohibited.

Plan produced using PlanUp.

1 Gibbeson Street, Lincoln



Around 5.89 Acres, Trent Lane, Girton, Newark, NG23 7JB **Guide Price: £60,000 (£900 + VAT Buyers Fee)**

Description

An attractive grass paddock extending to around 5.89 acres with road and river frontage. The land would suit the grazing of horses or livestock subject to any required fencing.

Directions

From Newark showground roundabout follow the A1133 towards Gainsborough until you reach the village of Girton. Continue through the village and then turn left onto Trent Lane and the land can be found on your left depicted by our for sale board.

<https://what3words.com/mini.pokes.propelled>

Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

Completion Date

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Auction Bidder Identity Check

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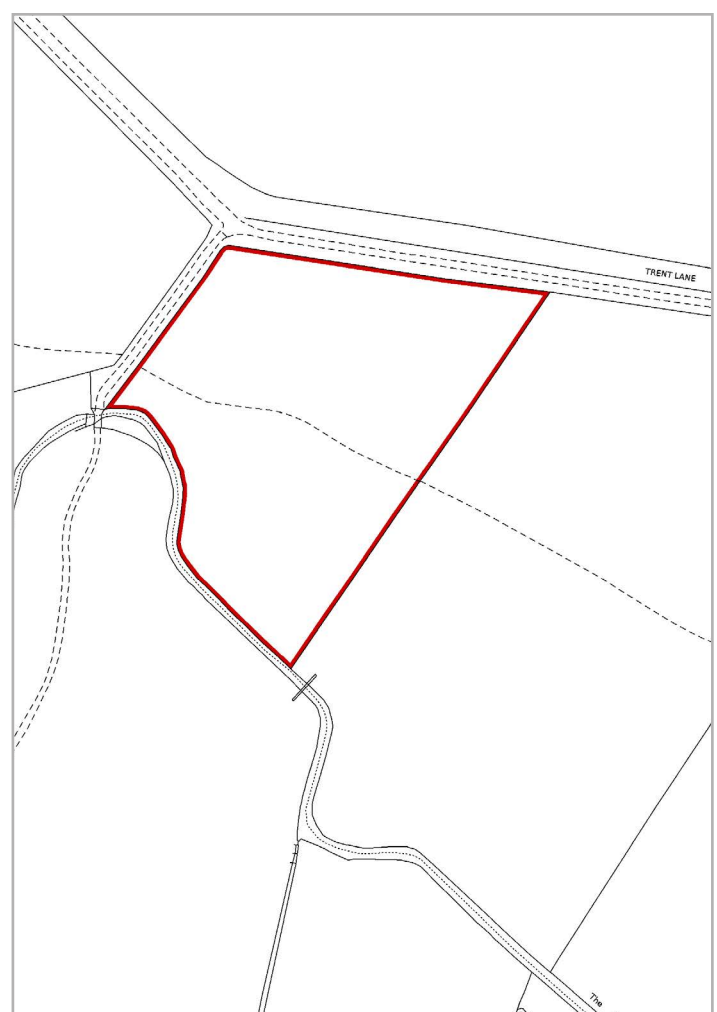
Solicitors

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

01522 687500
Steven.forster@pagenelson.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.



Around 14.73 Acres, Trent Lane, Girton, Newark, NG23 7JB **Guide Price: £150,000 (£900 + VAT Buyers Fee)**

Description

An attractive grass paddock extending to around 14.73 acres with road and river frontage. There is well made access track into the field with two field shelters and an area of hardstanding. The land would suit the grazing of horses or livestock subject to any required fencing.

Directions

From Newark showground roundabout follow the A1133 towards Gainsborough until you reach the village of Girton. Continue through the village and then turn left onto Trent Lane and the land can be found on your left depicted by our for sale board.

<https://what3words.com/farms.diplomas.munch>

Easements Wayleaves & Rights Of Way

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Tenure & Possession

Freehold with vacant possession upon completion.

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Solicitors

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

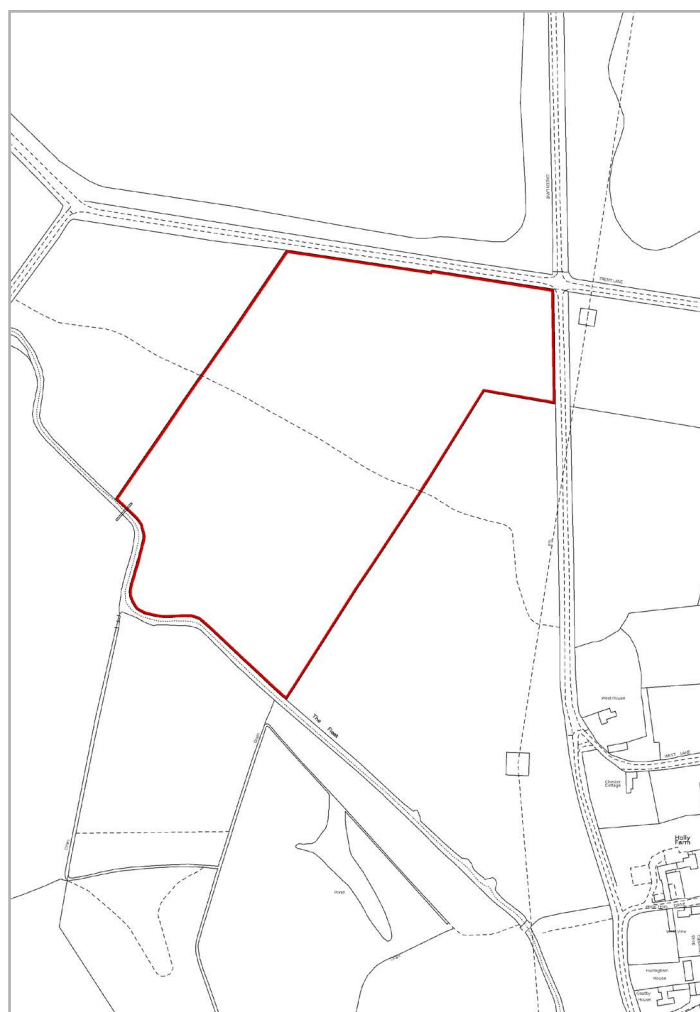
01522 687500

Steven.forster@pagenelson.co.uk

Agent

James Mulhall 01522 504360 cpa@brown-co.com

PageNelson
Solicitors estd. 1875



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



4 Westbrooke Road, Lincoln, LN6 7TB **Guide Price £175,000 (£900 + VAT Buyers Fee)**

Description

A spacious semi-detached bungalow with generous rear garden situated in a popular residential area. The property which is sold with no onward chain and comprises an entrance hall, living room, kitchen, two double bedrooms and a bathroom. Outside is a driveway, garage and large rear garden. Please note the property did suffer some water damage from surface water which has now been resolved.

Directions

From the B1378 Skellingthorpe Road turn left at the roundabout onto Boutham Park Road. Then turn left onto Western Avenue and right onto Western Crescent which leads into Westbrooke Road where the property can be found on your right.

<https://what3words.com/grow.boost.cakes>

Accommodation

Entrance Hall

Front entrance door, radiator.

Living Room

Double glazed bay window to front, fire set to hearth with surround and mantle over, two radiators.

Kitchen

Double glazed windows to side and rear, stainless steel drainer sink, worktops, base and eye level storage units, integrated four ring gas hob with oven below and extractor over, space for washing machine and fridge freezer, boiler, entrance door to side, radiator.

Bedroom One

Double glazed window to front, radiator.

Bedroom Two

Double glazed window to rear, built in cupboards, radiator.

Bathroom

Double glazed window to rear, WC, pedestal wash basin, bath with wall mounted shower unit over and glazed shower screen, heated towel rail, tiled flooring and walls.

Outside

The property is accessed via a driveway which leads to a detached garage. The front garden is gravelled, whilst gated side access leads to a large rear garden which is mainly laid to lawn.

Services

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

Tenure & Possession

Freehold with vacant possession upon completion.

Council Tax

Band B

Viewing

Strictly by appointment with the Auctioneers. Tel: 01522 504360

Auction Bidder Identity Check

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Completion Date

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

Solicitors

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Anthony Clark
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dw@anthonyclark.co.uk

Agent

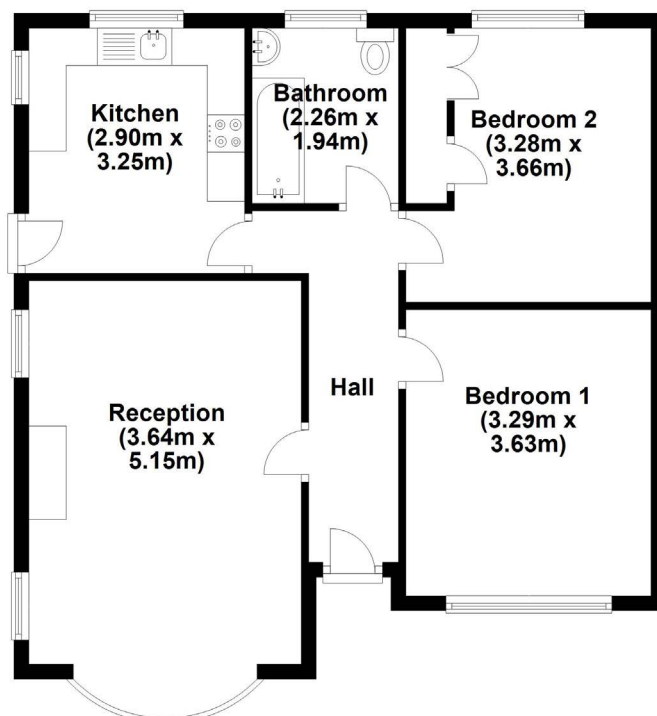
James Drabble or James Mulhall 01522 504360
cpa@brown-co.com





Ground Floor

Approx. 66.6 sq. metres (717.3 sq. feet)



Total area: approx. 66.6 sq. metres (717.3 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.



Elm Tree Farm, Main Road, Brothertoft, Boston, PE20 3SW **Guide Price £315,000 (£900 + VAT Buyers Fee)**

Description

A substantial four bedroom farmhouse nestling in around 0.83 of an acre with open countryside views and the River Witham to the rear. The spacious accommodation extends to around 2,070 sq ft with further outbuildings/garaging for storage and or conversion subject to the necessary planning consents.

Directions

From the A1121 turn left onto Langrick Road and proceeds towards Brothertoft. Stay on this road and the property can be found on your right just before Langrick Bridge.

<https://what3words.com/metro.koala.rectangular>

Accommodation

Entrance Hall

With stairs to first floor, single radiator, door to;

Reception One

Double glazed bay window to front elevation, further double glazed casement window to side elevation, open fireplace, two double radiators.

Reception Two

Double glazed bay window to front elevation, open fireplace, double radiator.

Reception Three

Double glazed casement window to side elevation, double radiator.

Kitchen

Double glazed casement window to side elevation, fitted wall and base units with stainless steel one and a half bowl drainer sink, built-in oven, four ring electric hob with extractor over, built-in fridge, built-in dishwasher, part tiled walls, double radiator, door to;

Utility

Double glazed casement window and door to side elevation, oil fired boiler, fitted wall and base units, door to;

Shower Room

Double glazed casement window to side elevation, three piece suite comprising large walk-in shower cubicle with dual shower head, low flush WC, pedestal wash basin, heated towel rail, part tiled walls, loft access, extractor, door to;

Laundry Room

With fitted wall unit, single radiator, space and plumbing for washing machine.

First floor

Bedroom One

Double glazed casement window to front elevation, single radiator.

Bedroom Two

Double glazed casement window to front elevation, double glazed arched window to side elevation, single radiator.

Bedroom Three

Double glazed casement windows to side elevation, single radiator.

Bedroom Four

Double glazed casement windows to side elevation, single radiator.

Bathroom

Double glazed casement window to rear elevation, three piece suite comprising panelled bath with shower mixer tap, low, flush WC, pedestal wash basin, heated towel rail, double radiator, part tiled walls, loft access.

Landing

With double glazed casement window to front elevation, loft access, built-in airing cupboard.

Outside

The property sits in a generous plot of around 0.83 of an acre which is mainly laid to lawn with mature trees and planting along with a block paved driveway/patio area. There is ample parking via a further gravel driveway. There is also a range of outbuildings and stables which offer further potential for storage or indeed conversion subject to the necessary planning consent.

Services

We understand the property offers, mains water, electric, oil fired central heating and septic tank.

Tenure & Possession

Freehold with vacant possession upon completion.

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.

Solicitors

Chloe Kelsey
 Adie Pepperdine
 3 The Landings
 Burton Waters
 Lincoln, LN1 2TU

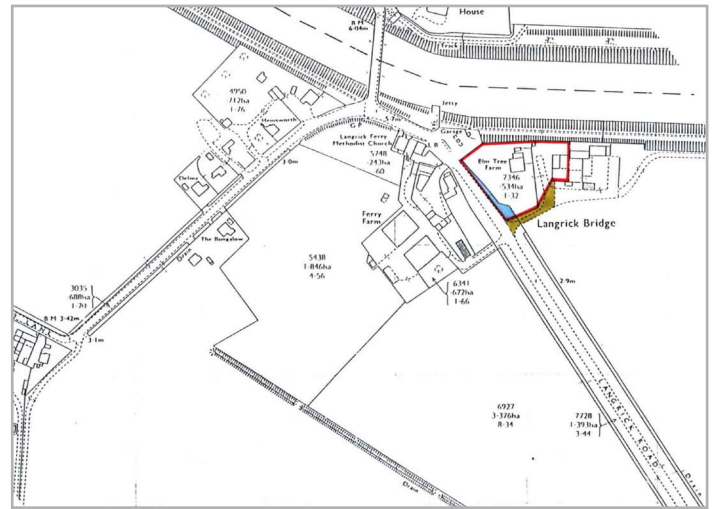
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01522 577088

chloe.kelsey@adie-pepperdine.com

Agent

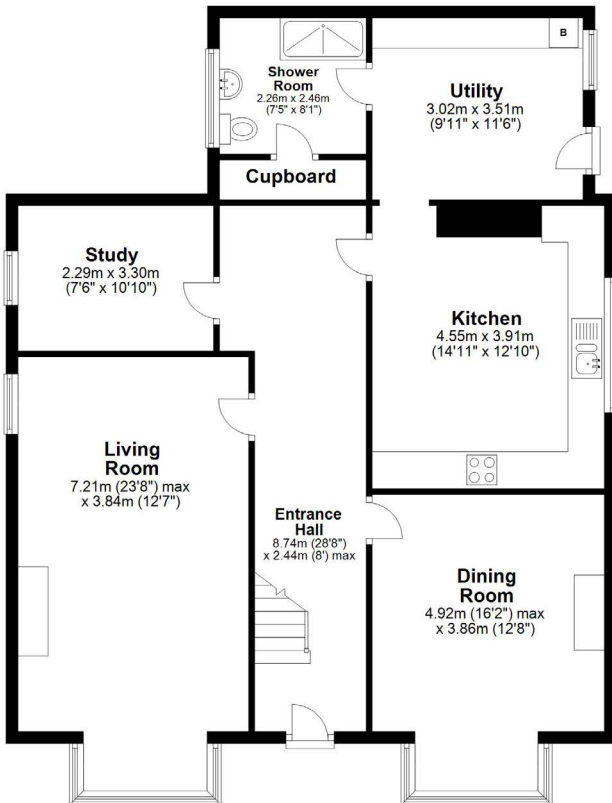
James Mulhall 01522 504360 cpa@brown-co.com



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

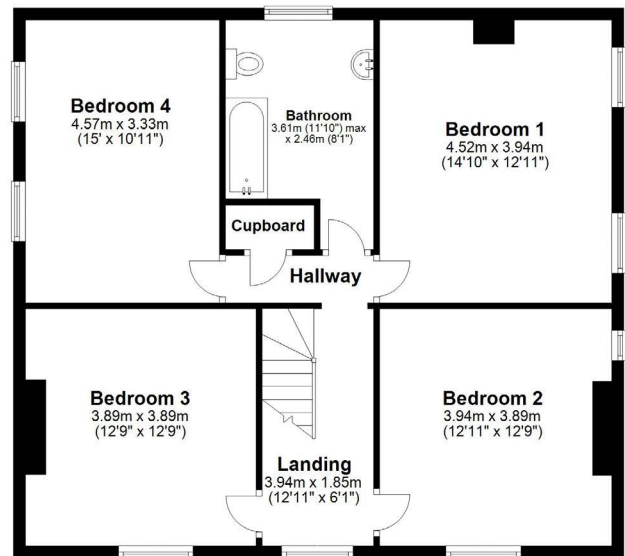
Ground Floor

Approx. 107.5 sq. metres (1156.9 sq. feet)



First Floor

Approx. 84.8 sq. metres (913.0 sq. feet)



Total area: approx. 192.3 sq. metres (2070.0 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 2024. Unauthorised reproduction prohibited.
 Plan produced using PlanUp.



The White House, 24 Lincoln Road, Fenton, Lincoln, LN1 2EP **Guide Price £300,000 (£900 + VAT Buyers Fee)**

Description

A Grade II listed property dating back to the mid 17th century with later additions and alterations. The spacious accommodation extends to around 2,932 sq ft and comprises two entrance halls, lounge, dining room, kitchen, utility and shower room to the ground floor. There are also two further rooms and a wc in the attached single storey range which could easily re-connect into the living space. The first floor offers three large double bedrooms and a family bathroom.

Outside the property has generous grounds which are mainly laid to lawn with mature trees, patio area and ample parking via the area of hardstanding.

Directions

From Lincoln follow the A57 towards Saxilby and then bare right at Drinsey Nook onto the A156. Stay on this road until you reach Fenton where the property can be found on the left just before the public house.

<https://what3words.com/homelands.dormant.satellite>

Accommodation

Entrance Hall

Double glazed casement window to front elevation, two double radiators, door to;

Shower Room

With electric shower, single radiator and extractor.

Kitchen

Double glazed casement window to front elevation, fitted wall and base units with stainless steel double sink and drainer, stairs to first floor, single radiator, archway to;

Utility

With space and plumbing for washing machine and dryer.

Dining Room

Double glazed bay window to front elevation, cast iron fireplace which is currently covered over, double radiator, door to;

Entrance Hall

With stairs to first floor and door to basement storage room.

Lounge

Double glazed casement bay window to front elevation, double and single radiator, cast iron fireplace which is currently covered over.

Former Farm Office

A single storey range which is accessed via an outside door, but could easily be re-connected to the living accommodation.

Main Room

Double glazed casement window to front elevation, fitted base unit with stainless steel sink, two single radiators, door to;

Room One

Double glazed casement window to front elevation, double radiator, door to;

WC

Two piece suite comprising pedestal wash basin, mid flush wc, single radiator, fully tiled walls.

First Floor

Landing

With double glazed casement window to front elevation.

Bedroom One

Double glazed casement window to front elevation, door to walk in wardrobe, single radiator, door to landing.

Bedroom Two

Double glazed casement window to front elevation, single radiator.

Bedroom Three

Double glazed casement window to front and side elevation, single radiator.

Bathroom

Double glazed casement window to front elevation, three piece suite comprising panelled bath , mid flush WC, pedestal wash basin, loft access, part tiled walls.

Landing

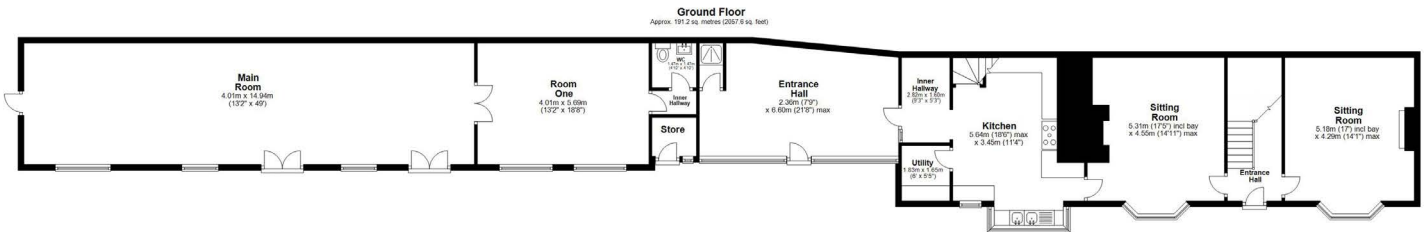
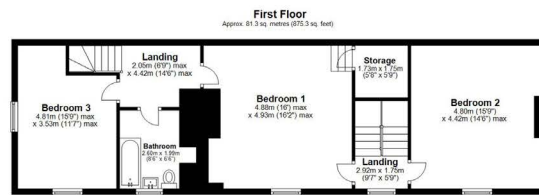
with single radiator.

Outside

The property has generous grounds which are mainly laid to lawn with mature trees, patio area and ample parking via the area of hardstanding. The first section of driveway from the road will be a shared access.

Bolier Room

With oil fired boiler, fuse box and additional storage space.



Total area: approx. 272.5 sq. metres (2932.9 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.
 Plans produced using PlanGizmo

24 Lincoln Road, Fenton

Services

We understand the property offers mains water, electric, oil fired central heating and main sewer connections.

Tenure & Possession

Freehold subject to the existing tenancy agreement.

Council Tax

Band C

Viewing

Strictly by appointment with the Auctioneers. Tel: 01522 504360

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

Chloe Kelsey
 Adie Pepperdine
 3 The Landings
 Burton Waters
 Lincoln, LN1 2TU

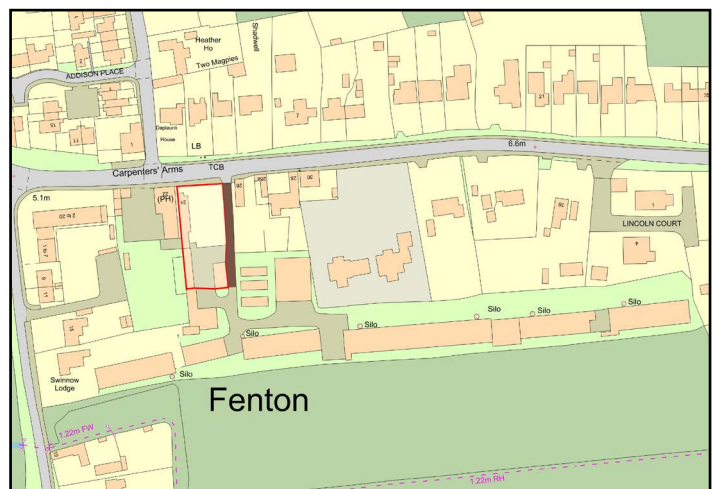
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Agent

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adie | pepperdine ltd





Development Site, 47- 49 Silver Street, Coningsby, LN4 4SG **Guide Price: £130,000 (+ £900 Buyers Fee)**

Description

A development site with planning permission for change of use, conversion of and alterations to the existing Grade II listed commercial buildings to provide 3no. dwellings within the well served village of Coningsby. The proposed accommodation will provide a four bedroom two storey dwelling, a two bedroom two storey dwelling and a one bedroom single storey dwelling.

Directions

Entering Coningsby on the A153 proceed until you reach a right hand turn onto Silver Street where the property can be found on your left just before the co-op.

<https://what3words.com/text.lift.straying>

Services

Interested parties are advised to make their own enquiries into the cost and availability of services.

Town & Country Planning

The site was granted full planning permission on the 15th May 2023 by East Lindsey District Council for change of use, conversion of and alterations to the existing Grade II listed commercial buildings to provide 3no. dwellings under application number S/035/02251/22

Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

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 8 weeks for completion.

Auction Bidder Identity Check

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Solicitors

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12-14 St Mary's Street,
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LN5 7EQ

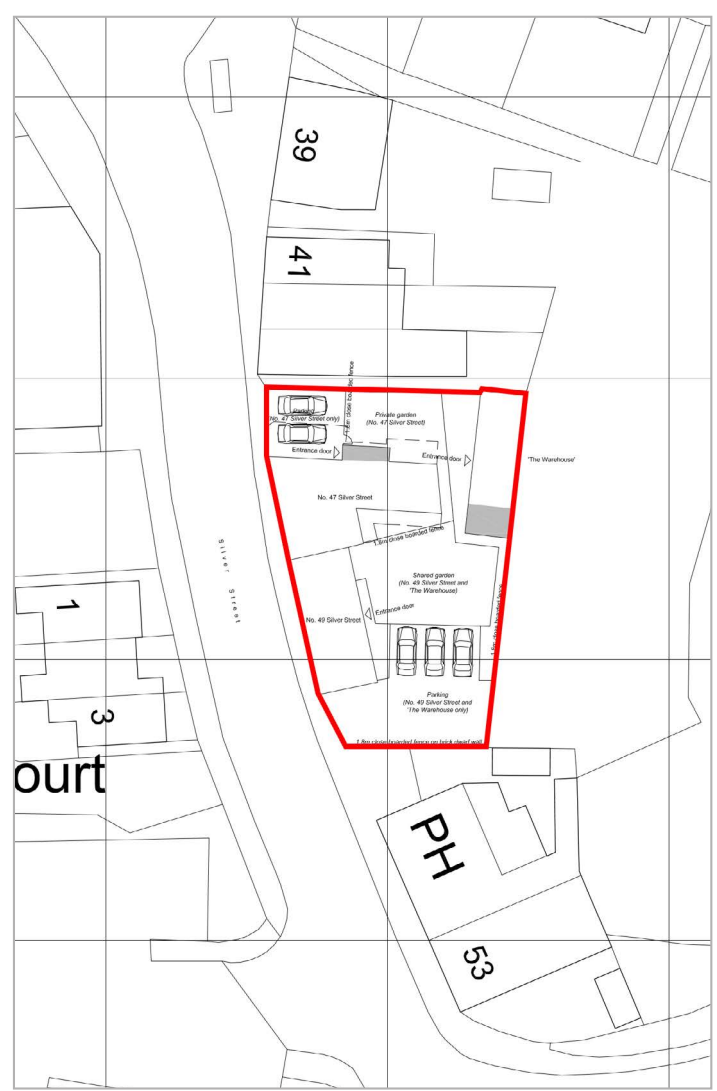
SHAKESPEAREMARTINEAU

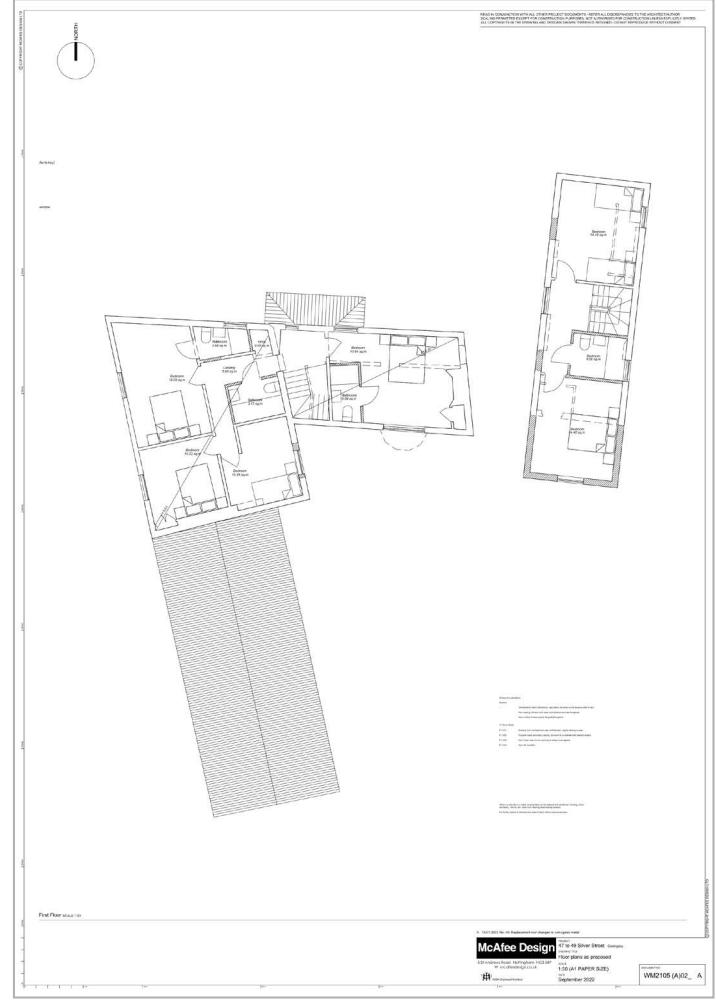
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Agent

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.



4.22 Acres, Adj Manton Wood Enterprise Park, Worksop, S80 2RS Guide Price £75,000 (£900 + VAT Buyers Fee)

Description

Around 4.22 acres of grassland situated in close proximity to the North Western side of the Manton Wood enterprise park. The land may offer some further development potential subject to the necessary planning consents.

Directions

Follow the B6079 Retford Road towards Worksop and then at the roundabout turn left onto the B6040 where the access to the land can be found on your left hand side just before the bridge.

<https://what3words.com/throw.slams.oddly>

Town & Country Planning

Interested parties are advised to speak to Bassetlaw District Council on 01909 533533 with any proposals for the site.

Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Development Clawback

The property is being sold subject to a new development uplift provision which will require the buyer (and their successors in title) to pay to the vendor (or their successors) 40% of any uplift in value as a result of any change of use or planning consent for non-agricultural use for a period of 40 years. This overage will become payable on either the implementation of a planning consent, or disposal of the whole or part of the property with the benefit of planning consent, whichever occurs first.

Tenure & Possession

Freehold with vacant possession upon completion.

VAT

The seller has opted to tax so the purchase price will be plus VAT.

Viewing

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 4 weeks for completion.

Auction Bidder Identity Check

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Solicitors

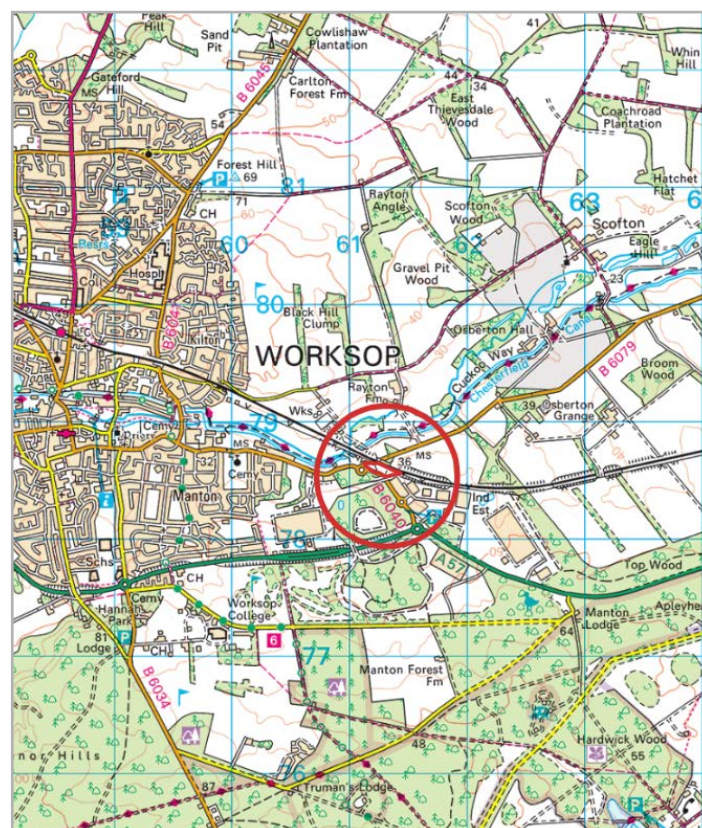
Hayley Argyle,
Addleshaw Goddard,
3 Sovereign Square
Leeds,
LS1 4ER

0113 209779

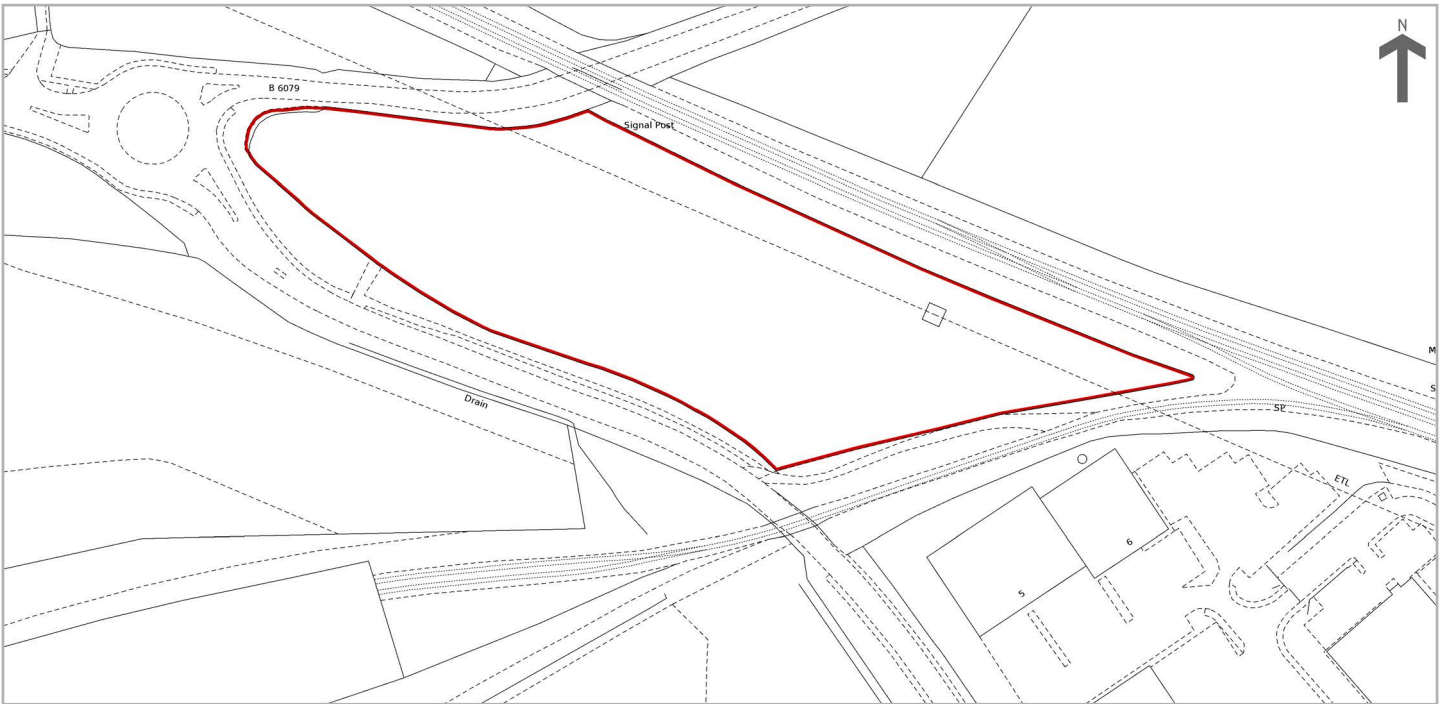
Hayley.Argyle@addleshawgoddard.com

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.





26 Main Road, Langworth, Lincoln, LN3 5BJ **Guide Price £130,000 (£900 + VAT Buyers Fee)**

Description

A three bedroom mid terrace property which will suit a first time buyer or buy to let investor. The property is in need of refurbishment, however it has had new double glazed windows, new front door and a modern boiler fitted in recent years.

Directions

From Lincoln follow the A158 towards Wragby until you reach Langworth where the property can be found on your right opposite The George public house.

<https://what3words.com/carbonate.mats.until>

Accommodation

Entrance Hall

With door to;

Kitchen 5.03m x 3.36m

Double glazed window to rear elevation, fitted wall and base units with stainless steel single drainer sink, freestanding oven with extractor over, parts tiled walls, door to sunroom and further doors to lounge and stairs to first floor.

Lounge 4.31m x 3.97m

Double glazed casement window with further secondary glazing, double radiator, log burner.

Sunroom 6.08m x 2.81m

Brick and glazed construction with plastic corrugated sheet roof, fitted base units with stainless steel sink and space and plumbing for washing machine, door to rear elevation.

WC

With mid flush WC

First Floor

Bedroom One 5.52m max by 3.43m

Double glazed casement window to rear elevation, double radiator, built-in drawers and wardrobe.

Bedroom Two 4.00m x 2.83m

Double glazed casement window to front elevation, single radiator, built-in wardrobe.

Bedroom Three 3.05m x 2.58m

Double glazed window to front elevation, single radiator.

Bathroom 3.35m x 2.48m

Double glazed window to rear elevation, three piece suite comprising shower cubicle, mid flush WC, pedestal wash basin, airing cupboard housing Worcester boiler, single Rod, part tiled walls, loft access.

Landing

With loft access and single radiator.

Outside

The front elevation opens directly onto the footpath. The rear elevation offers a shared driveway leading to a single garage and further garden area. There is also a fenced rear yard which has pedestrian access for the neighbouring property across it.

Services

We understand the property offers mains water, electric, mains drains and central heating is via LPG bottled gas linked up to a modern Worcester boiler.

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 8 weeks for completion.

Auction Bidder Identity Check

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Solicitors

Tom Price
Chattertons
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1 Flavian Road, Nettleham Road
Lincoln, LN2 4GR

01522 551187 tom.price@chattertons.com

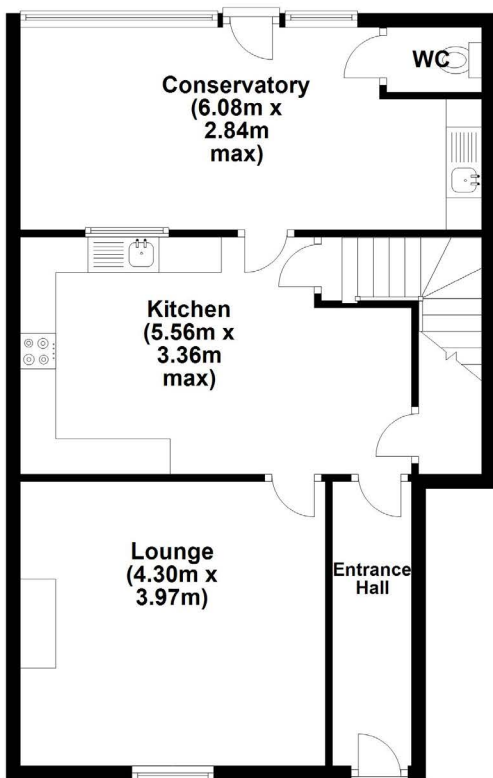
Agent

James Mulhall 01522 504360 cpa@brown-co.com



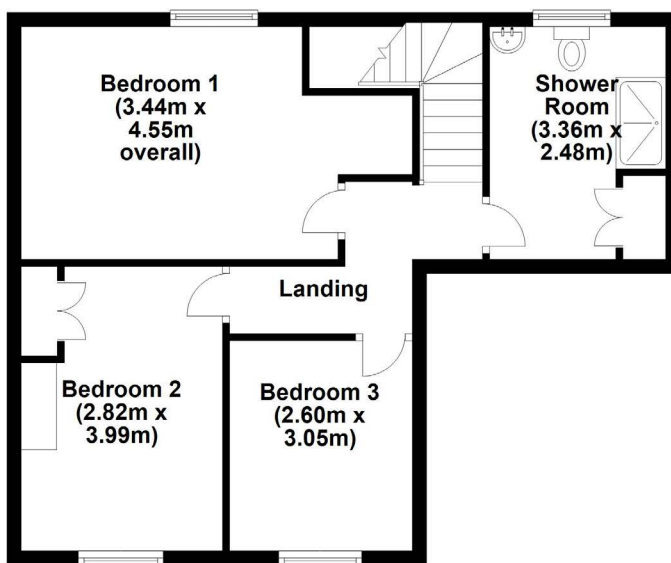
Ground Floor

Approx. 63.6 sq. metres (684.3 sq. feet)



First Floor

Approx. 52.4 sq. metres (564.2 sq. feet)



Total area: approx. 116.0 sq. metres (1248.5 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.



7 Laburnum Drive, Cherry Willingham, Lincoln, LN3 4AT **Guide Price: £175,000 (£900 + VAT Buyers Fee)**

Description

A two bedroom detached house situated in the well served village of Cherry Willingham. The property requires a scheme of refurbishment throughout which once complete will suit an owner occupier or buy to let investment.

Directions

From the Lincoln Eastern Bypass follow Greetwell Road towards Cherry Willingham. Stay on this road which leads into Fiskerton Road and then take your second left hand turn onto Laburnum Drive where the property can be found on your right opposite the Cherry Tree public house.

<https://what3words.com/boards.thighs.moss>

Accommodation

Entrance Hall

With stairs to first floor, single radiator and door to;

Lounge 4.42m x 3.35m

Double glazed bay window to front elevation, single radiator, fireplace, archway to;

Sunroom 2.57m x 2.04m

Double glazed patio door to rear elevation, door to;

Kitchen 4.88m x 2.04m

Double glazed casement windows to rear and side elevation, fitted wall and base units with stainless steel single drainer sink, Ideal logic plus boiler, double glazed door to;

Conservatory 4.90m x 3.11m

Double glazed construction with French doors to rear elevation, base unit with stainless steel single drainer sink, built-in storage.

Dining Room 3.08m x 3.12m

Double glazed casement window to side elevation, single radiator, storage cupboard, door to hallway.

First floor

Bedroom One 4.51m x 3.34m

Double glazed casement window to front elevation, single radiator, eaves storage cupboard, loft access.

Bedroom Two 4.41m x 3.14m

Double glazed casement window to rear elevation, single radiator, eaves storage cupboard, loft access.

Landing

With built-in storage cupboard.

Outside

The front elevation offers off street parking, garden area, attached single garage and a pedestrian gate leading to side access. The rear elevation offers a fenced garden with decked area and pedestrian door leading to garage.

Services

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please call 01522 504360 for details of open viewing days.

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

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16 Broad Street
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01986 891920

jhay@sprakekingsley.co.uk

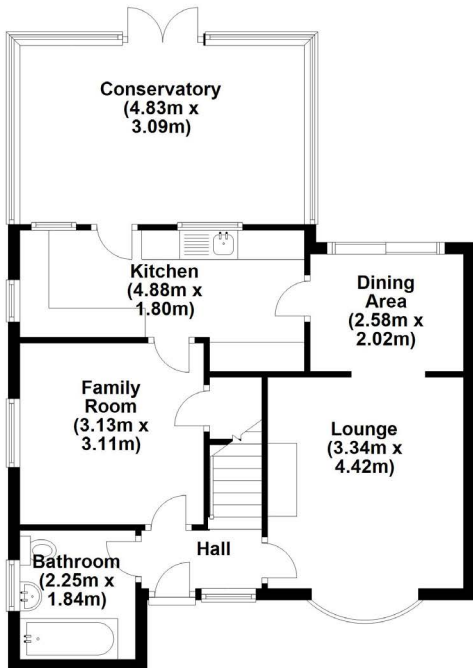
Agent

James Mulhall 01522 504360 cpa@brown-co.com



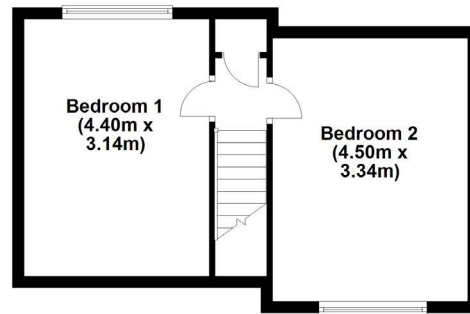
Ground Floor

Approx. 63.8 sq. metres (686.6 sq. feet)



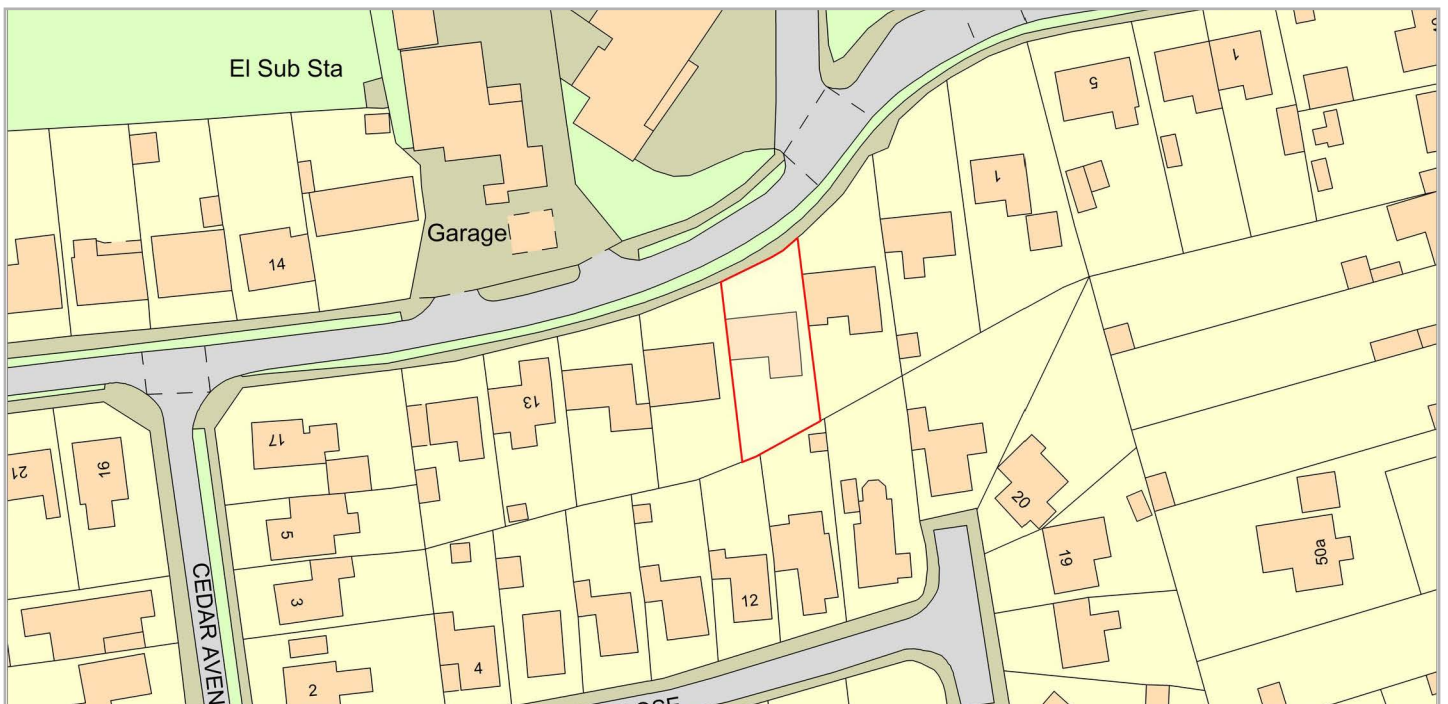
First Floor

Approx. 33.9 sq. metres (364.5 sq. feet)



Total area: approx. 97.6 sq. metres (1051.1 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.



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



Building Plot, Kettlethorpe Road, Kettlethorpe, LN1 2GZ Guide Price £200,000 (£900 + VAT Buyers Fee)

Description

A stunning building plot of around 0.16 of an acre with an adjoining 4.84 acre grass paddock with mature trees and hedged boundaries. The site has some previously poured foundations for a four bed detached property which were inspected by West Lindsey District Council in June 2005 making the site live.

Directions

From the A156 Lincoln Road proceed into the village of Fenton and turn left towards Kettlethorpe. Stay on Kettlethorpe Road and proceed into the village where the plot can be found on your right.

<https://what3words.com/spades.multiples.early>

Town & Country Planning

The site was granted outline planning permission on the 24th July 2000 by West Lindsey District Council for the erection of two dwellings under application number M00/P/0399. This was then followed by approval of reserved matters for one of those dwellings under application M03/P/0824 on the 22nd August 2003. The foundations were then inspected on the 10th June 2005 by Phillip Westmorland of WLDC and his recent correspondence to our planning team confirms as follows

“Thank you for the query regarding the above. I can confirm that a commencement and site inspection for the excavations of foundations was undertaken 10th June 2005. This, in most instances, should be enough to prove a material start for the project.

However, you do need to be aware that due to recent changes in building regulations procedures that this no longer applies for building regulation approvals. For these commencement is now taken as floor structure being laid. Any continuation of this project would require a new building regulation application. These changes relate to building regulations only and are to ensure that new developments are built to current up to date regulations”

The other consented dwelling as part the original two dwelling application was never acting upon and the permission lapsed. The seller has also since tried to gain consent for another dwelling under application number 131186, but it was refused and again on appeal.

Further details are available on both matters from the selling agent and we also recommend interested parties speak direct to the WLDC planning team on 01427 676676.

Easements Wayleaves & Rights of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours.

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

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Larken & Co
10 Lombard Street
Newark, NG24 1XE

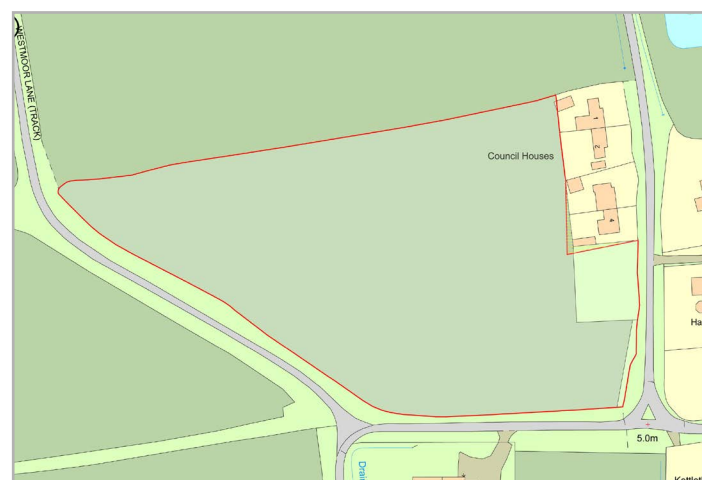


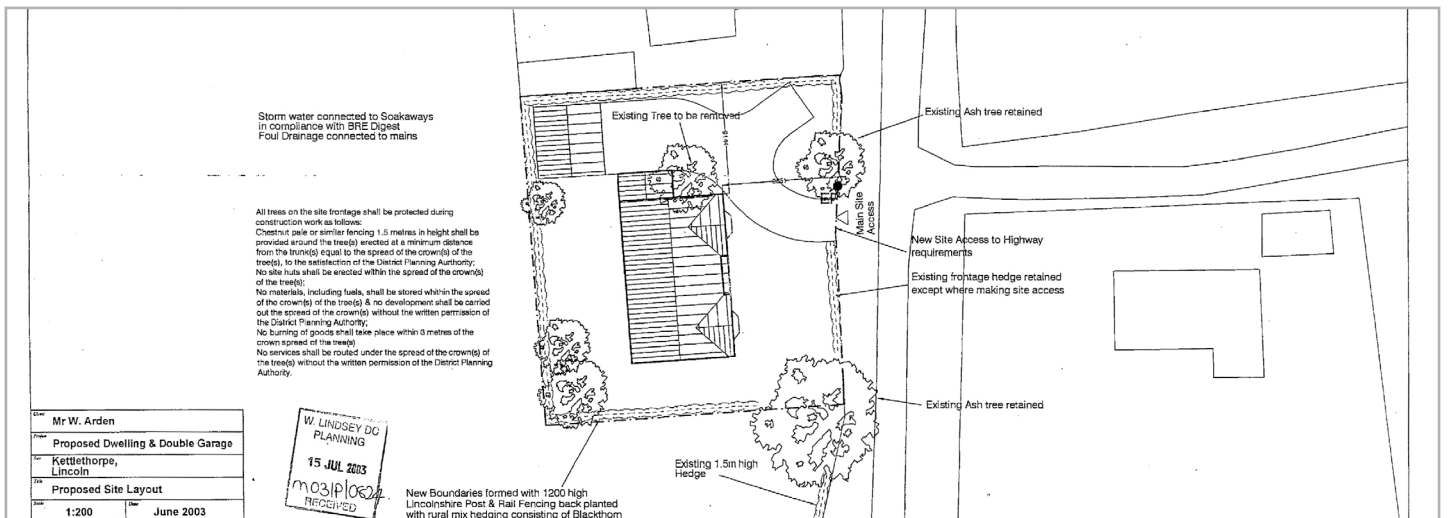
01636 703333

luke.tattersall-smith@larken.co.uk

Agent

James Mulhall 01522 504360 cpa@brown-co.com





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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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