

# THE COUNTY PROPERTY AUCTION



November 6th 2024- 3pm

Live Stream Event With Remote Bidding Only

Property and Business Consultants

**BROWN & CO** JH Walter



# November 6th 2024

## Auction Update

Welcome to our Sixth 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](mailto: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](mailto:cpa@brown-co.com)

## Remote Bidding

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



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

## Meet the Auction Team



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# Order of Sale

**Lot 1**  
7 Norfolk Street,  
Lincoln, LN1 1SA  
**Page 8 - 9**



**Lot 8**  
5 Maple Drive,  
Sudbrooke, Lincoln,  
LN2 2YE  
**Page 22-23**



**Lot 2**  
15 Victoria Terrace,  
Lincoln, LN1 1HZ  
**Page 10-11**



**Lot 9**  
Former Butchers  
& Two cottages,  
Main Road, Barrowby,  
NG32 1BZ  
**Page 24-25**



**Lot 3**  
Building Plot,  
adj 151 Northlands Road,  
Winterton, DN15 9UL  
**Page 12-13**



**Lot 4**  
1 Gibbeson Street,  
Lincoln, LN5 8JP  
**Page 14-15**



**Lot 5**  
Methodist Church,  
Lincoln Road,  
Bracebridge Heath,  
LN4 2LE  
**Page 16-17**



**Lot 6**  
35 Vanwall Drive,  
Waddington, Lincoln,  
LN5 9LT  
**Page 18-19**



**Lot 7**  
Fircroft, Newark Road,  
Lincoln, LN6 8RX  
**Page 20-21**



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

# Buyers Guide

## Before the Auction

### Particulars of Sale

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

### Inspections and Surveys

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

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

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

### Guide Prices

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

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

### Reserve Prices

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

### Pre Auction Offers

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

### Withdrawals and Sales Prior

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

### Late Entries

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

### Legal Advice

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

### Legal Pack

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

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

### Energy Performance Certificates

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

### The Conditions of Sale

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

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

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

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

### Finance

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

### Alterations

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



# Buyers Guide

## Important Notice

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

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

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

## At the Auction

Auction Day Contact Number: 01522 504360

### Auction Procedure

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

### Buyer Identity Check

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

### Buyer's Numbers

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

### Bidding

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

## Exchange of Contracts

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

## Deposit

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

## Buyer's Admin Fee

An administration fee of **£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](mailto:cpa@brown-co.com) so that it is received not less than two business days prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction will be shown in the catalogue or on our website.

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

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

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

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

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

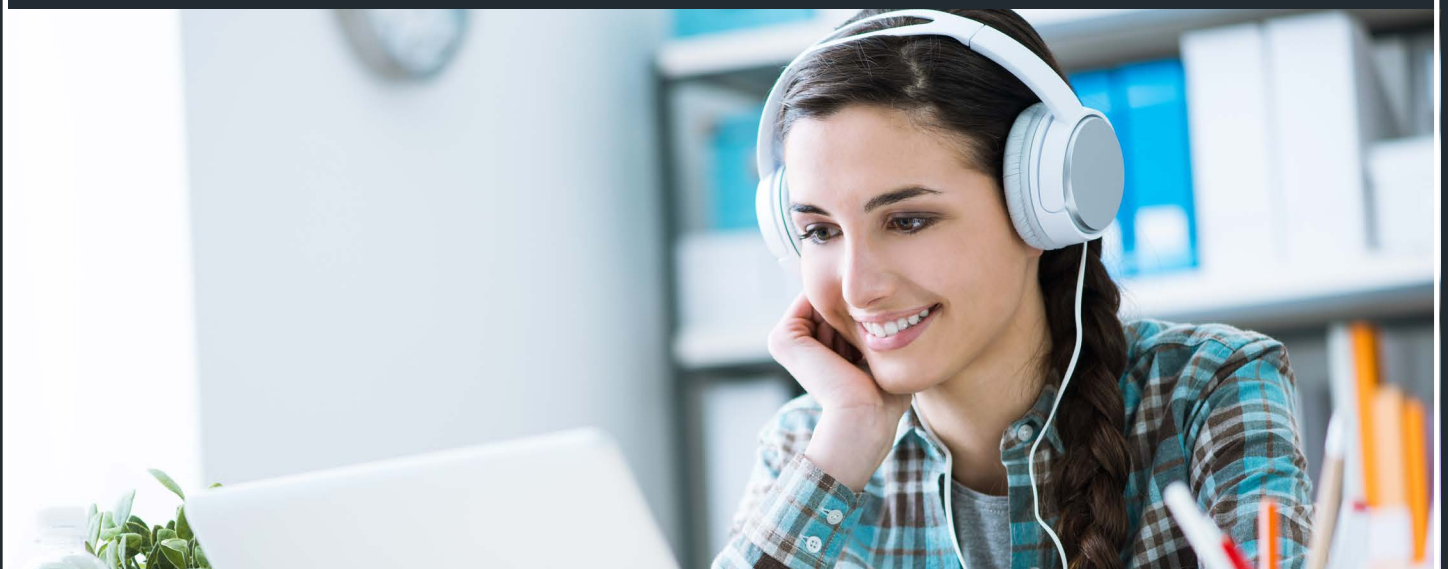
The Auctioneer will make no charge to a prospective buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or for any other reason whatsoever .

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

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

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

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





7 Norfolk Street, Lincoln, LN1 1SA **Guide Price: £178,000 (£900 + VAT Buyers Fee)**

### Description

A three storey, four bedroom mid terrace property situated in the popular west end area of Lincoln. The property is currently let to 3 students until June 2025 at £1,290 pcm (£15,480 p/a). There is potential to earn a further £490 pcm by letting the fourth bedroom.

### Directions

Entering Lincoln on the A57 Saxilby Road proceed until you reach Carholme Road. Then turn left onto Hewson Road and then take the third right hand turn onto Norfolk Street where the property can be found on your left.

<https://what3words.com/owls.twins.trees>

### Accommodation

The ground floor comprises a kitchen, communal living room, bathroom and bedroom with stairs leading to the first floor which offers two bedrooms and a bathroom. The third floor offers another double bedroom with two Velux windows.

### Outside

The rear elevation offers a fenced garden with outside store and shared side passageway.

### Services

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

### Tenure & Possession

Freehold, subject to the existing assured shorthold tenancies.

### Rent

Please note the current rent includes bills for gas, electric, water, Wifi and tv license.

### 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

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

### Solicitors

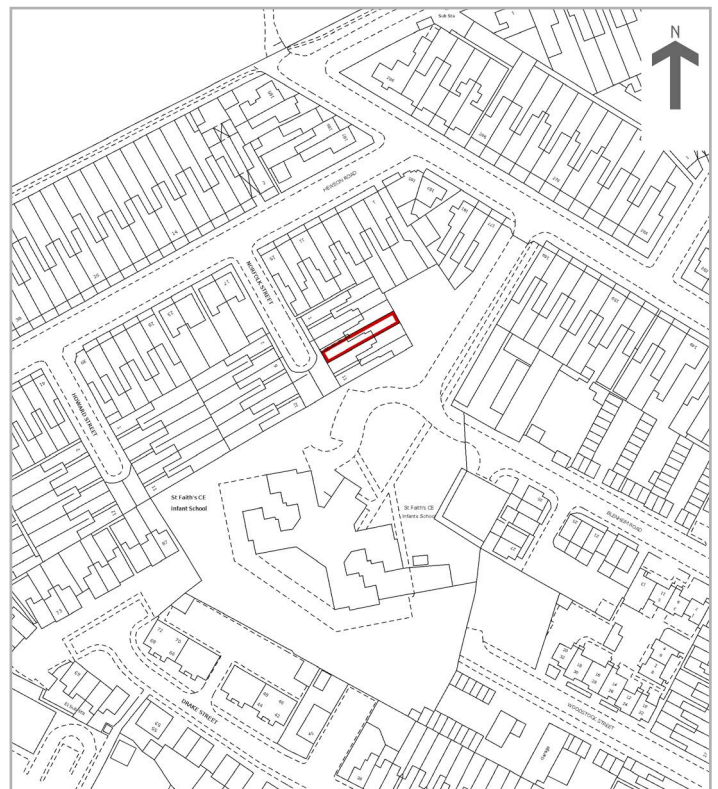
Alaric Birch  
Knights  
1 St Paul's Place  
Sheffield  
S1 2NB

0114 252 1468

[alaric.birch@knightsplc.com](mailto:alaric.birch@knightsplc.com)

### Agent

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



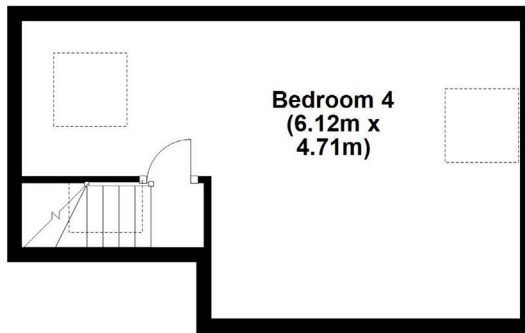
The attached plans are not to scale, are for identification purposes only and do not form part of any contract.





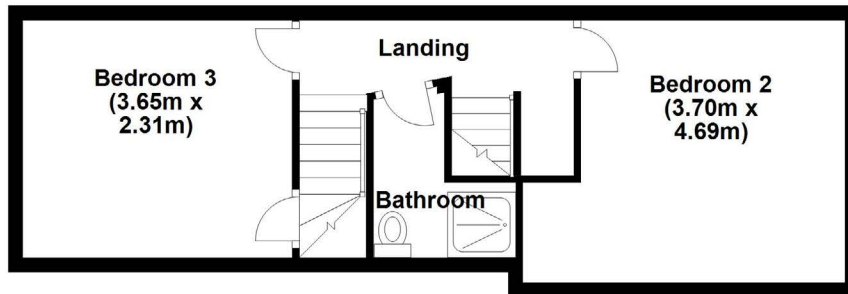
### Second Floor

Approx. 25.1 sq. metres (269.7 sq. feet)



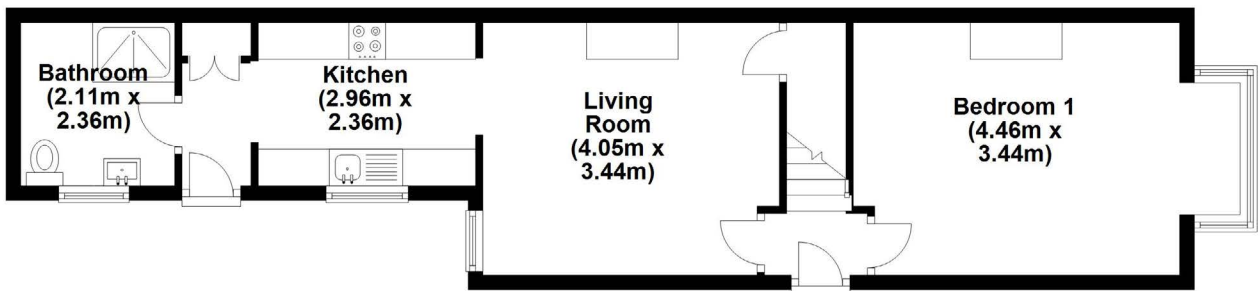
### First Floor

Approx. 37.7 sq. metres (406.2 sq. feet)



### Ground Floor

Approx. 47.5 sq. metres (511.2 sq. feet)



**Total area: approx. 110.3 sq. metres (1187.1 sq. feet)**

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



15 Victoria Terrace, Lincoln, LN1 1HZ **Guide Price: £250,000 - £275,000 (£900 + VAT Buyers Fee)**

**Description**

A two storey, six bedroom mid terrace property situated in the City Centre and close to Lincoln University. The property is currently let to 5 students until July 2025 at £2,146.70 pcm (£25,245 p/a). There is potential to earn a further £430 pcm by letting the sixth bedroom.

**Directions**

Entering Lincoln on the B1308 Yarborough Road proceed down the hill until you reach a left hand turn onto Victoria Terrace. The property can be found on your right hand side.

<https://what3words.com/slug.wins.robots>

**Accommodation**

The ground floor comprises a kitchen, communal living room, shower rooms and two bedrooms with stairs leading to the first floor which offers four bedrooms and a bathroom.

**Outside**

The rear elevation offers a fenced garden and a roof terrace.

**Services**

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

**Tenure & Possession**

Freehold, subject to the existing assured shorthold tenancies.

**Rent**

Please note the current rent includes bills for gas, electric, water, Wifi and tv license.

**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**

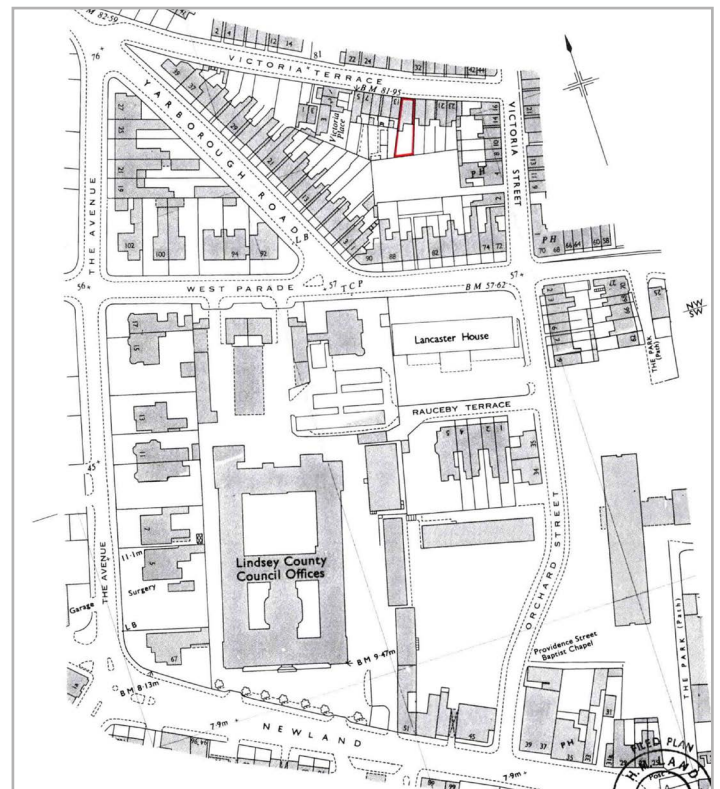
Alaric Birch  
Knights  
1 St Paul's Place  
Sheffield  
S1 2NB

0114 252 1468

[alaric.birch@knightsplc.com](mailto:alaric.birch@knightsplc.com)

**Agent**

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

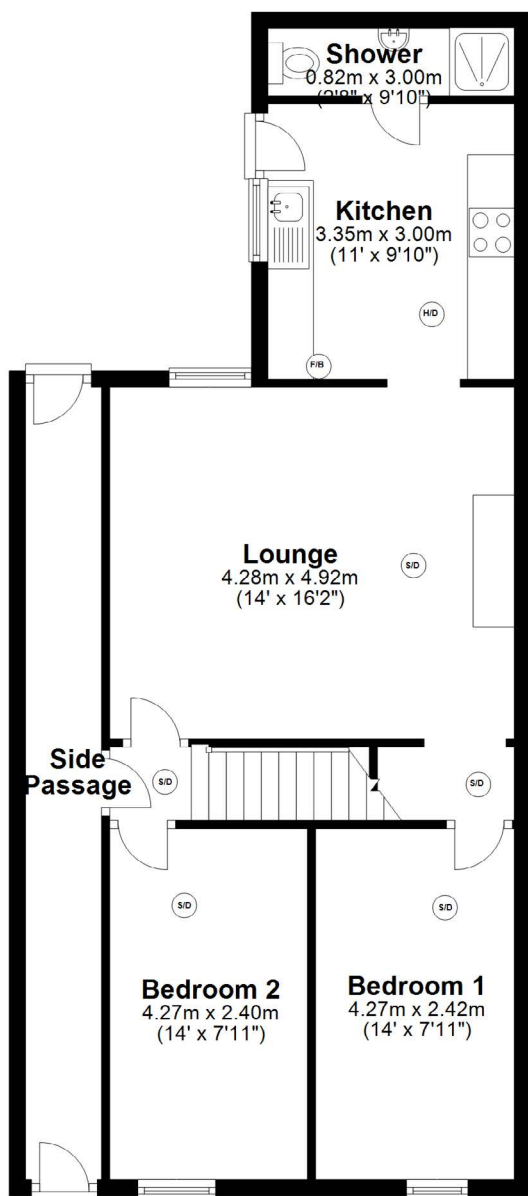


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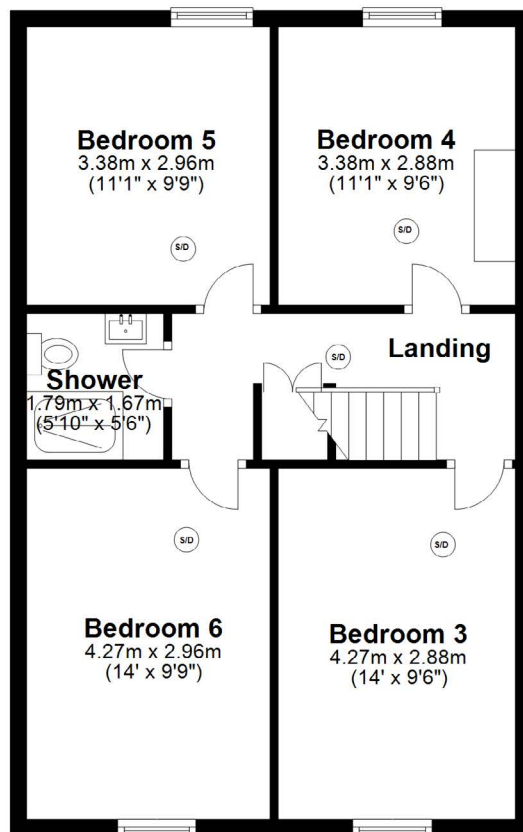




### Ground Floor



### First Floor



Measurements are approximate. Not to Scale. Illustrative purposes only.  
Plan produced using PlanUp.

## 15 Victoria Terrace, Lincoln



Building Plot, adj 151 Northlands Road, Winterton, DN15 9UL **Guide Price: £115,000 (£900 + VAT Buyers Fee)**

### Description

A residential building plot extending to around to around 0.13 of an acre with full planning permission for a four bedroom detached dwelling with integrated garage. Winterton offers a number of primary schools, a secondary school, a village hall, various public houses and other amenities. Winterton also has good transport links to Brigg, Grimsby, Immingham, Humberside International Airport and the Cathedral City of Lincoln.

### Directions

From the A15 follow the A1077 to South Ferriby and stay on this road until you reach a left hand turn onto Northlands Road where the site can be found on your right as you enter Winterton.

<https://what3words.com/shame.kipper.rectangular>

### Services

We understand from the seller that the site has water connected with a 32mm pipe. The vendor has also confirmed they are happy for the plot to connect into the adjoining drains and allow the excess soil from the development to be accommodated on their retained land. These points are subject to written agreements with the seller.

### Boundary Fence

Please note the buyer will be required to erect a 1.8m close board fence with gravel boards along the boundary with no.149. Further details will be in the legal pack.

### Town & Country Planning

The site received full planning permission from North Lincolnshire Council on 10 May 2024 under application no. PA/2024/20 for the erection of one dwelling and garage. Full details can be obtained from the auctioneers or via the legal pack.

### Vat

The sale price is agreed on a VAT exclusive basis and the purchaser(s) shall indemnify the Vendors for any VAT which may subsequently be payable.

### 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, but please contact the agent to confirm prior.

### 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

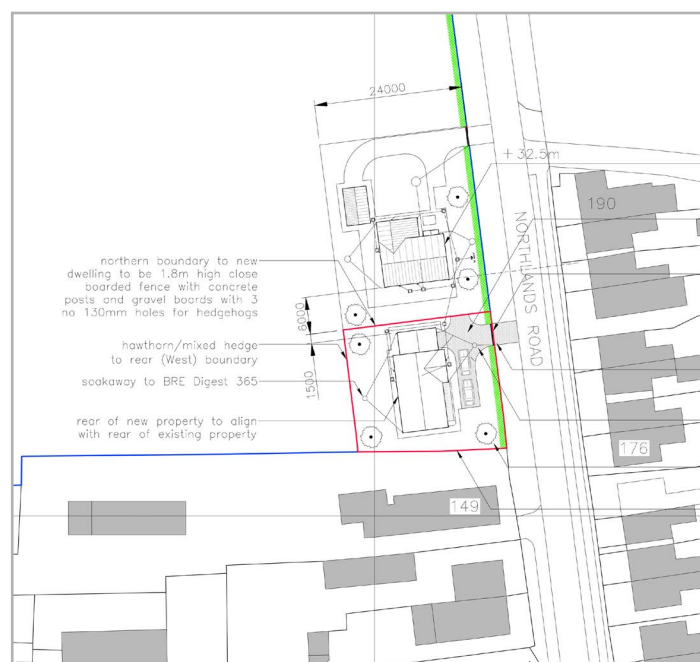
Brad Whiteley  
BG Solicitors  
25a Northgate  
Louth, LN11 0LT

01652 632 215

[brad.whiteley@bgsolicitors.com](mailto:brad.whiteley@bgsolicitors.com)

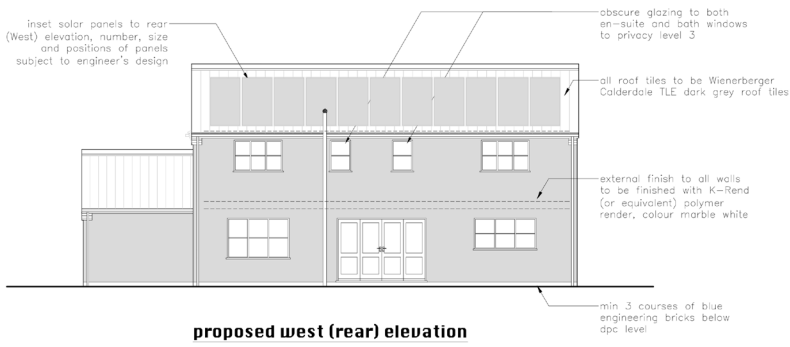
### Agent

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

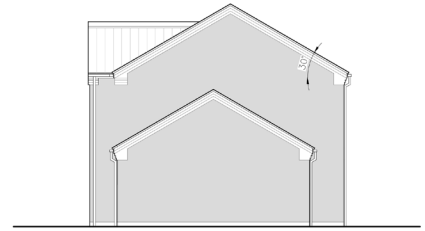


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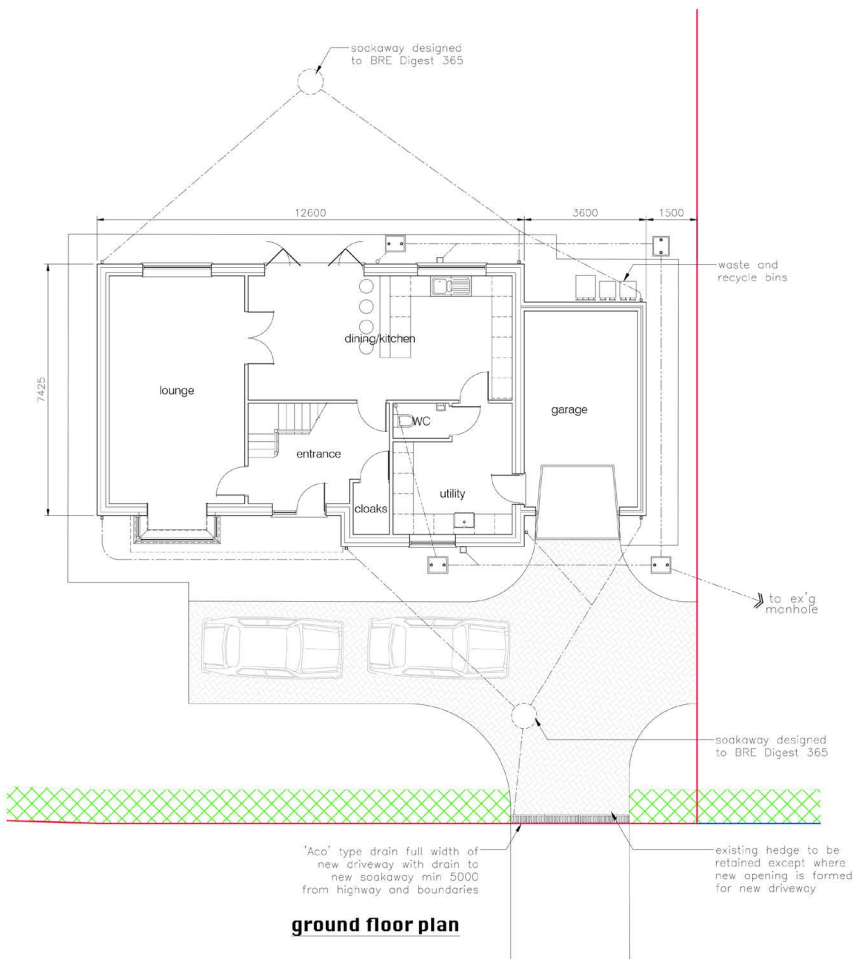
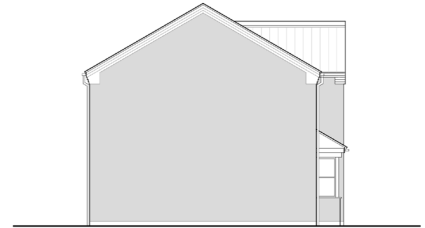
**proposed west (rear) elevation**



**proposed north elevation**



**proposed east (road) elevation**



**ground floor plan**



**first floor plan**



## 1 Gibbeson Street, Lincoln, LN5 8JP Guide Price £90,000 (£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

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

### Solicitors

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

[adie | pepperdine ltd](#)

01522 577088

[Anna.fussey@adie-pepperdine.com](mailto:Anna.fussey@adie-pepperdine.com)

### Agent

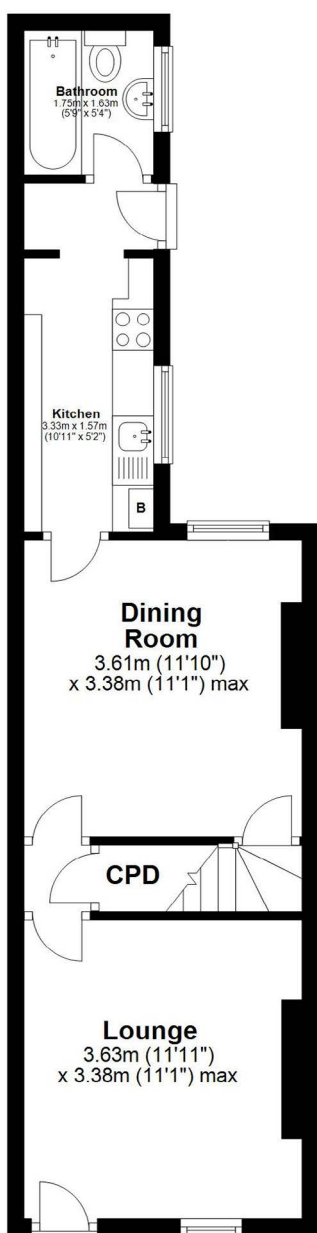
James Drabble or Mulhall 01522 504360 [cpa@brown-co.com](mailto:cpa@brown-co.com)





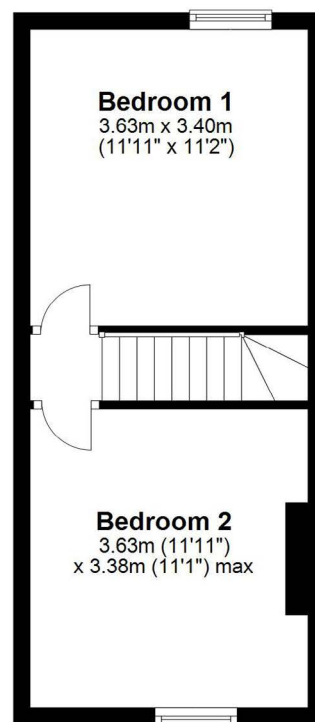
## Ground Floor

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



## Methodist Church, Lincoln Road, Bracebridge Heath, Lincoln, LN4 2LE **Guide Price £150,000 (£900 + VAT Buyers Fee)**

### Description

A former Methodist Church thought to have been built in 1969, as a replacement for an older church. The building extends to around 2,712 sq ft and sits in a plot of around 0.21 of an acre.

The current accommodation comprises a main hall, two further rooms to the rear, a small kitchen, toilet facilities, including a disabled toilet and an entrance hall leading to a central lobby. Externally the property has car parking to the front with passages to either side of the building leading to a small courtyard area at the rear. The property offers a variety of uses subject to any necessary planning permissions.

### Directions

Approaching Lincoln on Sleaford Road turn left onto the A607 and the property can be found on your left hand side just after the parade of shops.

<https://what3words.com/curve.fond.decency>

### Accommodation

#### Entrance Hall

With double glazed windows to front elevation, electric heater, door to disabled

#### Disabled WC/baby change 2.17m x 1.54m

Two piece suite comprising mid flush WC with assistance rails, wash basin, changing table, electric heater, part tiled walls, extractor.

#### Gents WC 2.29m x 1.72m

Double glazed picture window to side elevation, mid flush WC, two urinals, wash basin, part tiled walls, extractor.

#### Ladies WC 1.84m x 1.72m

Double glazed window to side elevation, mid flush WC, wash basin, part tiled walls, extractor.

#### Rear Hall 4.86m max x 4.17m max

Double glazed door and window to side elevation, built-in storage, door to;

#### Kitchen 4.13m x 1.49m

Fitted wall and base units with double sink and drainer, built-in fridge, built-in oven, four ring electric hob with extractor over, part tiled walls, sliding service hatch and access through to main church area.

#### Committee Room 6.21m x 3.25m

Double glazed casement windows to side and rear elevation along with a double glazed door to side elevation, electric heater, loft access.

#### Wesley Room 6.12m x 8.18m

Double glazed casement windows to side and rear elevation, electric heater, double fire doors to rear elevation and double doors back through to main hall/church.

#### Main hall/Church 19.44m x 6.23m

With double glazed casement windows to side elevations, electric heaters, sliding wooden doors which divide the room into two, loft access, wooden parquet flooring, doors back through to entrance hall,

#### Outside

The front elevation offers a large tarmac car park with access to both side elevations leading through to rear rear yard with two storage buildings.

#### Services

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

#### Town & Country Planning

Interested parties are advised to contact North Kesteven District Council planning team with any proposal for the property on 01529 414155.

#### 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

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

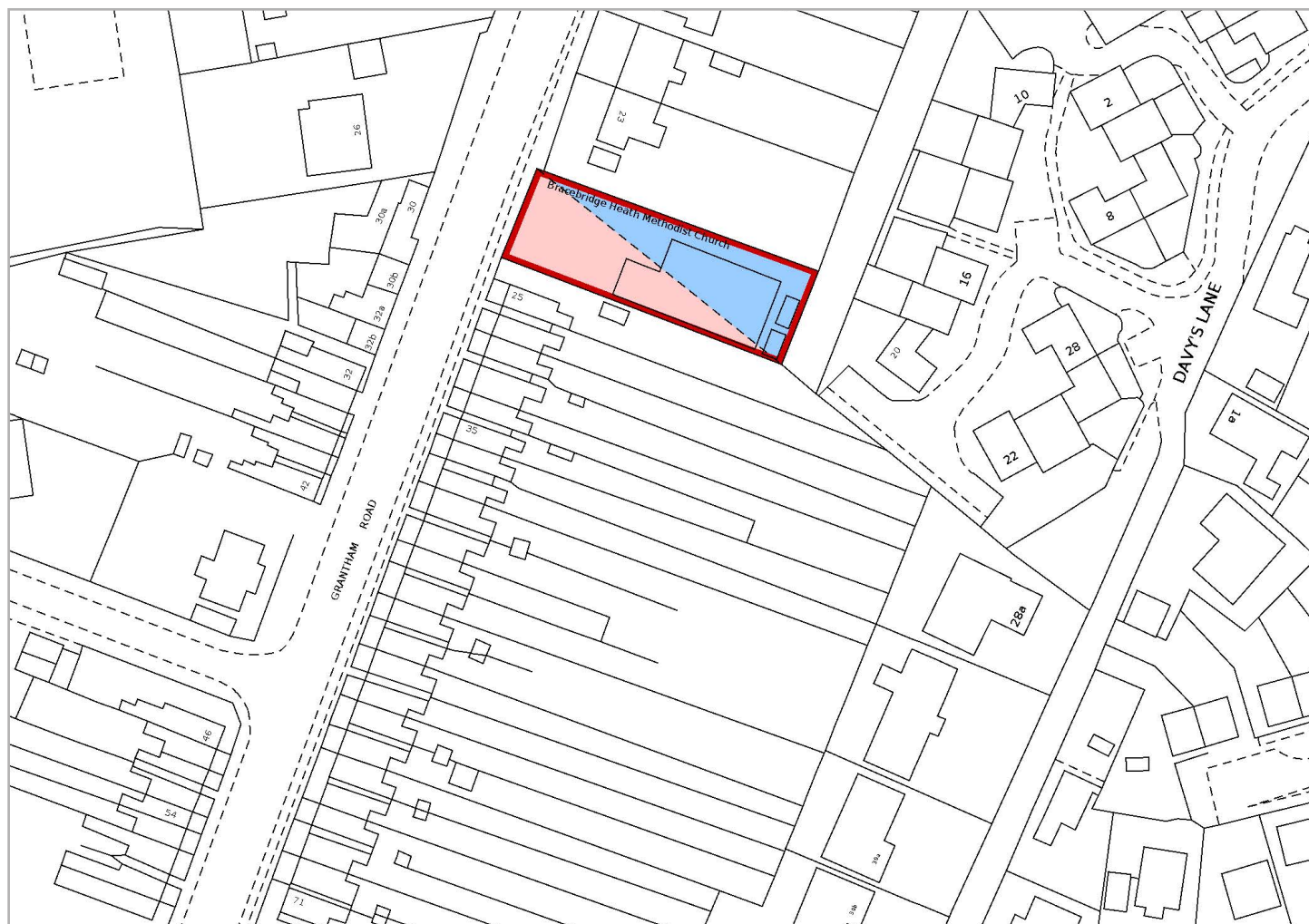




Solicitors  
Julie Polkey  
Sintons LLP  
The Cube  
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NE4 6DB

0191 2263647  
julie.polkey@sintons.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.



## 35 Vanwall Drive, Waddington, Lincoln, LN5 9LT **Guide Price £150,000 (£900 + VAT Buyers Fee)**

### Description

A two bedroom semi-detached property situated in the well served village of Waddington which offers local amenities such as Budgens food store, post office & pharmacy, takeaways, RAF Waddington, primary schools, good transport links to secondary schools and the vibrant City of Lincoln.

### Directions

From Lincoln follow the A607 towards Waddington until you reach a left hand turn onto Vanwall Drive. Follow the road round and the property can be found on the left.

<https://what3words.com/curve.fond.decency>

### Accommodation

#### Entrance Hall

With stairs to first floor with under stairs storage cupboard, radiator, double glazed casement window to side elevation, door to;

#### Lounge/Diner

Double glazed bay window to front elevation and double glazed patio doors to rear elevation, radiator, electric fire.

#### Conservatory

Brick and UPVC construction with French doors to side elevation, radiator and ceiling fan.

#### Kitchen

Double glazed casement window and door to rear elevation, fitted wall and base units with single drainer sink, built-in oven, four ring gas hob with extractor over, space and plumbing for washing machine, fully tiled walls, radiator.

#### First floor

##### Bedroom One

Double glazed casement windows to front elevation, built-in wardrobe, two radiators.

##### Bedroom Two

Double glazed casement window to rear elevation, radiator.

##### Shower Room

Double glazed casement window to rear elevation, two piece suite comprising shower cubicle and wash basin in vanity unit, fully tiled walls, radiator.

### WC

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

### Landing

Double glazed casement window to side elevation, radiator, built-in airing cupboard with radiator, loft access with loft ladder and modern Worcester boiler.

### Outside

The front elevation offers a block paved driveway along with a low maintenance pebble and block paved front garden. To the rear elevation is a single garage with electric up and over door, power and light and a pedestrian door to the side. The rest of the garden is mainly laid to lawn with fenced boundaries, patio area and two timber sheds.

### Services

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

### Agents Note

We understand that the the property was monitored for a year or two and the structural engineers decided that it didn't need to be underpinned. There was some work done, such as repointing and replastering, but nothing as significant as underpinning. Interested parties are advise to makes their own enquiries on this matter.

### 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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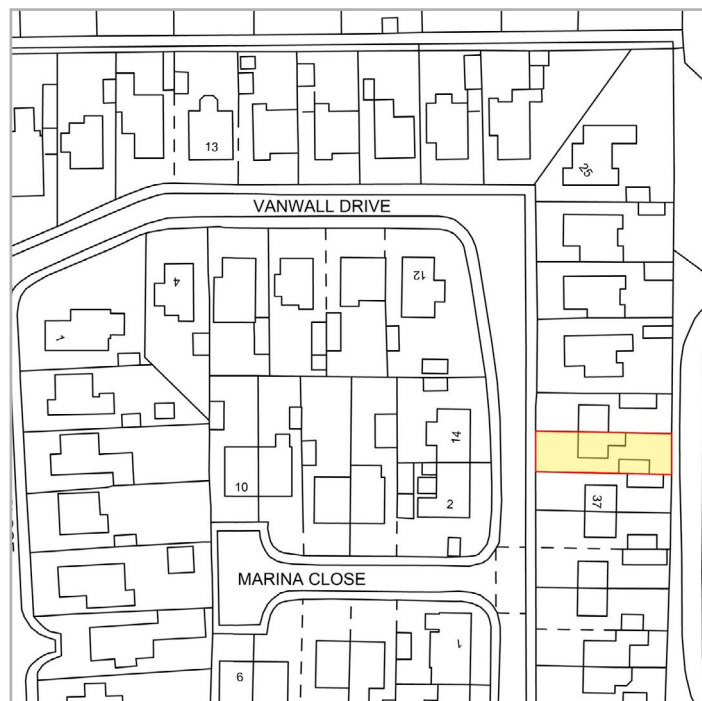




Solicitors  
Diane White  
Anthony Clark & Co,  
16a Guildhall Street,  
Lincoln,  
LN1 1TT

01522 512321  
dw@anthonyclark.co.uk

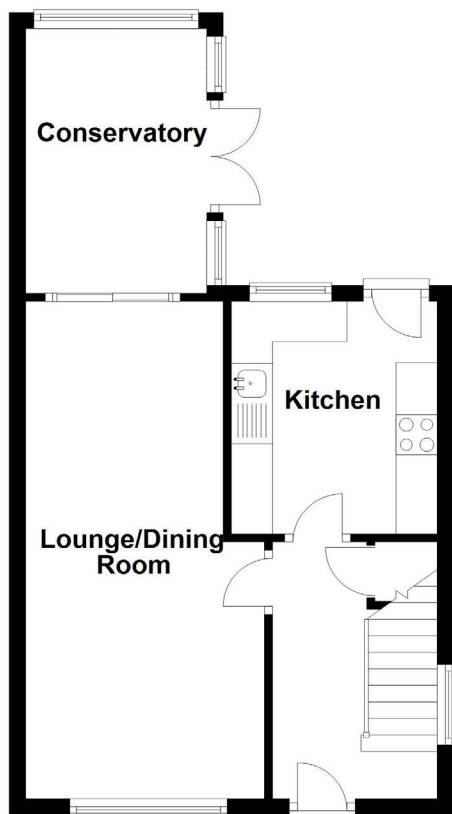
Agent  
James Mulhall 01522 504360 cpa@brown-co.com



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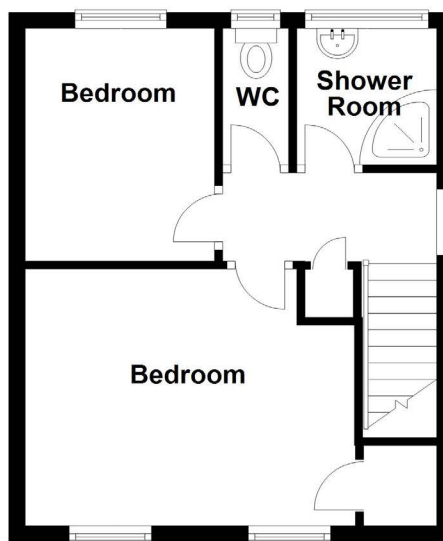
**Ground Floor**

Approx. 38.5 sq. metres (414.2 sq. feet)



**First Floor**

Approx. 31.0 sq. metres (333.7 sq. feet)



**Total area: approx. 69.5 sq. metres (747.9 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.



Fircroft, 396-398 Newark Road, Lincoln, LN6 8RX **Guide Price £400,000 - £425,000 (£900 + VAT Buyers Fee)**

**Description**

A unique opportunity to acquire a substantial detached residence of some 4,900 sq.ft. situated within easy reach of Lincoln's City centre. Formerly known as The 'Fircroft' hotel and operated successfully for many years by the current owners the property is now their family home and offers a variety of alternative uses subject to the necessary planning consents.

**Directions**

From Lincoln City Centre follow the A1434 towards North Hykeham and the property can be found on your left just after De Wint Avenue.

<https://what3words.com/scarf.paces.reunion>

**Accommodation**

**Entrance Hallway**

Two staircases rising to first floor landings, seating area, under stairs storage, radiators.

**Reception One 4.10m x 3.80m**

Double glazed bay window to front, gas fire, radiator.

**Reception Two 4.13m x 3.81m**

Double glazed window to rear, two radiators.

**Shower Room**

Low level WC, wash basin, shower cubicle.

**Snug 4.42m max x 3.05m**

Double glazed window to side, airing cupboard, radiator.

**Pantry 2.07m x 1.22m (6'9 x 4'0)**

Double glazed window to side and shelving.

**Kitchen 4.75m x 3.03m**

Double glazed window and door to side, one and a half stainless steel drainer sink, integrated fridge freezer, base and eye level storage units, preparation work surfaces, space for range cooker, tiled flooring, wash hand basin.

**Utility 4.56m x 3.55m**

Double glazed window to side, space for appliances, stainless steel drainer sink, wall mounted central heating boiler, radiator.

**Reception Three 4.92m x 4.59m**

Double glazed patio doors to side, radiator.

**Bathroom 3.29m x 1.70m**

Double glazed window to side, low level WC, pedestal wash basin, bath with wall mounted shower unit over.

**Bedroom Eight 4.63m x 3.72m**

Double glazed window to side and patio doors to rear, radiator.

**Dining Kitchen 5.42m x 5.18m**

Double glazed French doors and patio doors to rear, double glazed window to front, ceramic drainer sink, preparation work surfaces, base and eye level storage units, integrated five ring gas hob, double oven, space for washing machine and dishwasher, gas fire, beams to ceiling, tiled flooring.

**Reception Four 8.61m x 3.61m**

Three double glazed windows to side, wall mounted gas fire, two radiators.

**Lobby 2.63m x 1.70m**

Side entrance door, loft access.

**WC**

Double glazed window to side, low level WC, pedestal wash basin, radiator.

**Conservatory 8.89m x 3.64m**

Entrance door to front, tiled flooring, bar area.

**Reception Five 8.08m x 3.05m**

Two double glazed windows to side, beams to walls and ceiling, radiator.

**WC**

Low level WC, wash basin with below vanity storage.

**Office 3.82m x 1.98m**

Double glazed window to rear, sink, work tops, storage cupboard, radiator.

**Larder 3.83m x 2.0m**

Double glazed window to side, stainless steel drainer sink, work tops, storage cupboards, space for fridge freezer and cooker, radiator.

**Bedroom Nine 3.80m x 2.41m**

Double glazed bay window to front, built in bedroom furniture, radiator.

**En Suite 1.99m x 1.55m**

Low level WC, wash basin, shower cubicle.





## First Floor

### Bedroom One 5.68m max x 4.08m

Three double glazed windows to front, built in bedroom furniture, two radiators.

### Bedroom Two 4.14m x 3.79m

Double glazed window to rear, radiator.

### Bedroom Three 3.33m x 3.05m

Double glazed window to rear, radiator.

### Bathroom 2.30m x 1.96m

Double glazed window to side, corner bath with shower over, low level WC, pedestal wash basin, radiator.

### Bedroom Four 4.07m x 3.36m max

Two double glazed windows to front, radiator.

### En-Suite

Low level WC, vanity wash basin.

### Bedroom Five 4.13m x 3.83m

Double glazed windows to side and rear, fitted bedroom furniture and wash basin, radiator.

### En-Suite

Low level WC, vanity wash basin, shower cubicle.

### Bedroom Six 3.40m max x 3.10m

Double glazed window to rear, built in bedroom furniture, radiator.

### En-Suite

Low level WC, vanity wash basin, shower cubicle.

### Bedroom Seven 2.99m x 2.22m

Double glazed window to front, radiator.

### Shower Room

Shower and tiled walls.

### Outside

The property has gated access leading to a gravelled driveway. Gated side access leads to a generous enclosed rear garden which is mainly laid to lawn with a paved patio, decking, summer house, brick barbecue, and fenced perimeter.

### Tenure & Possession

Freehold with vacant possession upon completion.

## Council Tax

Band D

## 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.

## Solicitors

Bridge McFarland  
Sibthorpe House,  
351-355 High Street,  
Lincoln, LN5 7BN



## Agent

James Mulhall 01522 504360 cpa@brown-co.com





5 Maple Drive, Sudbrooke, Lincoln, LN2 2YE **Guide Price £220,000 (£900 + VAT Buyers Fee)**

**Description**

An immaculately presented detached bungalow which has been fully refurbished and is situated in the highly sought after village of Sudbrooke. The property which is sold with no onward chain comprises of an entrance hall, large living / dining room, recently fitted kitchen, three bedrooms, conservatory and a bathroom. Outside to the front is a driveway and to the rear is a pleasant enclosed rear garden

**Directions**

From Lincoln follow the A158 until you reach a left hand turn onto Scothern Lane. Then turn right onto Manor Drive, then right onto Elm Drive and finally left onto Maple Drive and the property is on the left.

<https://what3words.com/states.guitar.driving>

**Accommodation**

**Entrance Hall**

Front entrance door.

**Living/Dining Room**

Spacious L-shaped room with dual aspect double glazed windows to front and side, three radiators.

**Kitchen**

Recently fitted with double glazed window to front, ceramic drainer sink, worktops, matching base and eye level storage units, integrated four ring gas hob with oven below and extractor hood over, Inner Hall

**Bedroom One**

Double glazed window and entrance door to rear, radiator.

**Bedroom Two**

Double glazed window to rear, storage cupboard, radiator.

**Bedroom Three**

Double glazed French doors opening into the conservatory, radiator.

**Conservatory**

With double glazed French doors leading to rear garden, double glazed windows to side and rear, glazed vaulted ceiling.

**Bathroom**

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

**Outside**

To the front is a driveway and gravelled garden. To the rear is an enclosed garden which is mainly laid to lawn with a paved patio and fenced perimeter.

**Council Tax**

Band TBC

**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**

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**

Richard French  
Quality Solicitors Burton & Co  
20-22 Corporation Street  
Lincoln  
LN2 1HN

01522 846116

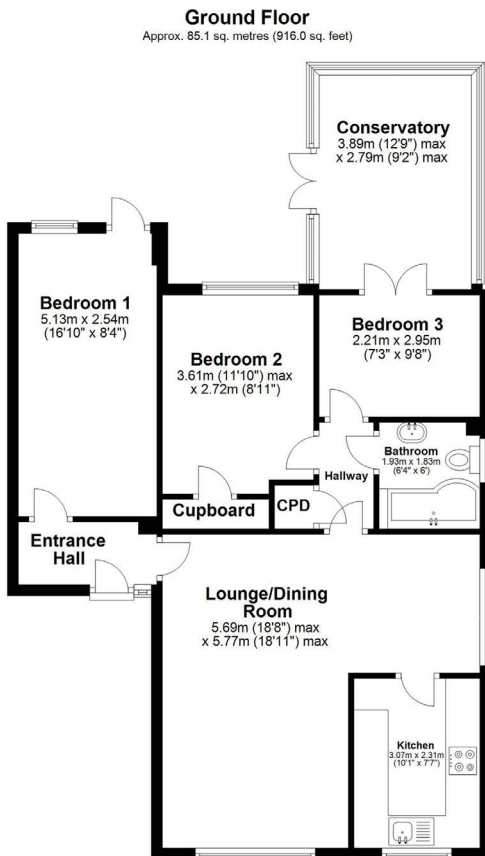
richardfrench@burtonlaw.co.uk

**Agent**

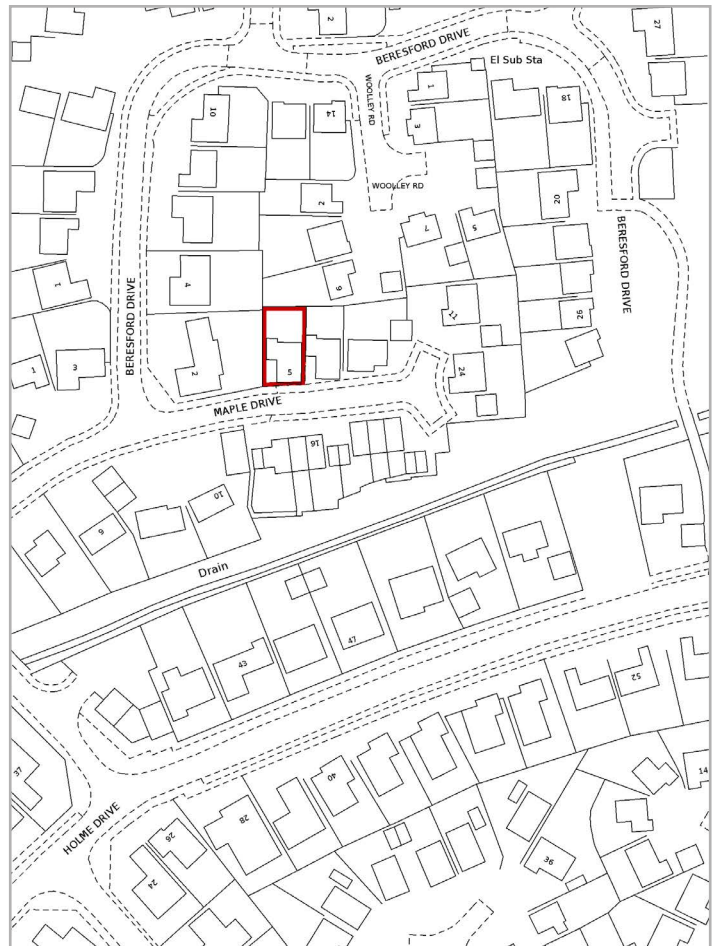
James Mulhall 01522 504360 cpa@brown-co.com







Total area: approx. 85.1 sq. metres (916.0 sq. feet)



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





Former Butchers & Two Cottages, Main Street, Barrowby, NG32 1BZ **Guide Price £400,000 (£900 + VAT Buyers Fee)**

**Description**

A substantial retail/wholesale former butchers premises extending to around 3,868 sq ft along with two semi-detached three bedroom cottages which are in need of refurbishment. The three properties sit in a substantial site extending to around 0.38 of an acre overlooking the village green.

Kinross is a three bedroom semi-detached cottage that has not been occupied for many years and incorporates a large walk in freezer used in connection with the commercial premises. The cottage is in need of refurbishment.

Rinteln is also a three bedroom semi-detached cottage which is also vacant and in need of refurbishment.

**Location**

Grantham is a traditional expanding market town with a current population of approximately 41,000. The town is one of the most readily accessible in the East Midlands and has mainline train connections reaching London (King's Cross) in just over one hour. Barrowby is a popular expanding village located two miles west of Grantham at the intersection of the A1 and A52 trunk roads.

**Directions**

Entering Barrowby on Low Road proceed into the village which joins with Main Street where the property can be found on the right opposite the village green.

<https://what3words.com/collides.settled.differ>

**Services**

We understand the site has mains water, electric (including 3 phase), gas in Kinross and main sewer connections.

**Town & Country Planning**

There is vehicular access from Main Street leading to a large vehicle parking area at the rear. The commercial premises were built for the existing butchery use but could be readily adapted for a variety of other trades and uses subject to any necessary planning consent being obtained. Interested parties are advised to speak to South Kesteven District Council on 01476 406080 to discuss and proposals for the site.

**Business Rates**

We understand from the Valuation Office website that the current Business Rating Assessment in respect of the commercial premises with effect from 1 April 2023 to present is £10,750.

**Council Tax**

Kinross and Rinteln are both assessed in Council Tax band B.

**Energy Performance Certificates**

The commercial premises have an EPC rating of C – 58

Kinross has an EPC rating of F – 34.

Rinteln has an EPC rating of G – 20.

**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**

James Ballaam  
Chattertons  
9 Broad Street  
Stamford  
Lincolnshire  
PE9 1PY

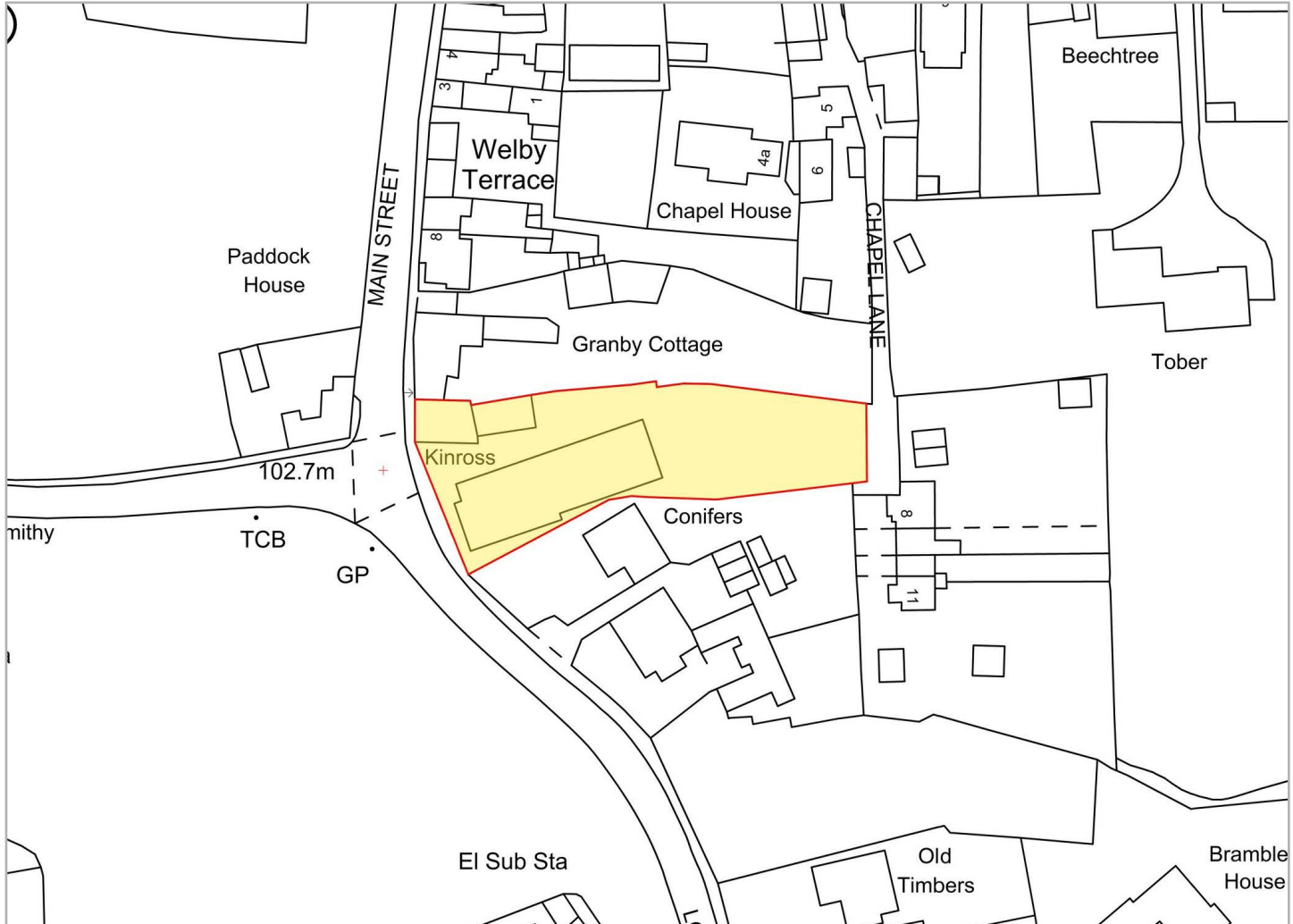
01780 750677  
james.ballaam@chattertons.com

**Agent**

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

## 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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