

# THE COUNTY PROPERTY AUCTION



June 25th 2025- 3pm

Live Stream Event With Remote Bidding Only

Property and Business Consultants

**BROWN & CO** JH Walter



# June 25th 2025

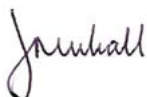
## Auction Update

Welcome to our 3rd property auction of the 2025 season which offers a diverse range of land and property assets. I hope you will enjoy flicking through the catalogue and once you have identified the ones that take your interest then don't hesitate to contact the auction team on **01522 504360** or **cpa@brown-co.com** as some vendors may consider selling prior to auction on the same terms.

Our auction process continues to offer a swift, transparent route to market with a legally binding exchange of contracts on the fall of the hammer and completion in as little as four weeks. Through high quality marketing, an experienced team and competitive bidding we achieve some great prices for our clients. If you have a property or land to sell we are now taking entries into our 2025 property auctions, please call the auction team on **01522 504360** or **cpa@brown-co.com**

## Remote Bidding

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

1 Rowston Cottages,  
Ashby De La Launde,  
LN4 3JD

Page 8 - 9



## Lot 8

5 Chapel Lane,  
Nettleham, Lincoln,  
LN2 2NX

Page 22-23



## Lot 2

Around 1.04 Acres,  
Belton, DN9 1PQ

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## Lot 9

Manor House Farm,  
2 High Street, Scotton,  
DN21 3QZ

Page 24-25



## Lot 3

Building Plot,  
Blacksmith Lane,  
East Keal, PE23 4AZ

Page 12-13



## Lot 10

3 South Street,  
Horncastle, LN9 6DR

Page 26-27



## Lot 4

The Water Tower,  
Abbey Road, Bardney,  
Lincoln, LN3 5XD

Page 14-15



## Lot 11

Castlethorpe Barns  
Mount Farm, Brigg  
DN21 3QZ

Page 28-29



## Lot 5

16.39 Acres,  
North East of Haxey Road,  
Misterton, DN10 4AA

Page 16-17



## Lot 12

6 North Lane,  
Navenby, Lincoln,  
LN5 0EH

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## Lot 6

High Walks Farm Barn,  
Stone Lane, Haddington,  
Lincoln, LN5 9EH

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## Lot 7

17 Sibcy Lane, Balderton,  
Newark, NG24 3LR

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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.

# 1

BID

## Registration Form For Proxy Bidding

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.





## 1 Rowston Cottages, Ashby De La Launde, Lincoln, LN4 3JD **Guide Price £180,000 (£900 + VAT Buyers Fee)**

### Description

A charming semi-detached estate property nestling in around 0.17 of an acre with far reaching countryside views to the front and views over the playing field and woodland to the rear. The accommodation comprises a kitchen, lounge/diner, utility and pantry to the ground floor with two bedrooms, wc and a shower room to the first floor. Outside offers a large parking area, two outbuildings and a substantial lawn to the rear elevation with hedged boundaries.

### Directions

From the A15 South turn left onto the B1191 towards Ashby de La Launde. Proceed towards RAF Digby and then turn right on the sharp left corner where the property can be found on your left.

### Accommodation

#### Kitchen 4.09m x 3.73m

Double glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, space and plumbing for washing machine, radiator, door to;

#### Utility/Pantry 2.04m x 1.74m

Double glazed casement window to rear elevation, Worcester oil fired boiler, built-in shelving .

#### Hall

With under stairs cupboard and shelving.

#### Lounge 4.74m x 3.35m

Double glazed casement window to front elevation, log burner, radiator.

### First floor

#### Bedroom One 4.26m max by 4.15m max

Double glazed casement window to side elevation, radiator, door to;

#### En-suite Bathroom 2.20m x 1.58m

Double glazed casement window to rear elevation, two-piece suite comprising panelled bath with shower over, pedestal wash basin, airing cupboard with hot water tank, part tiled walls.

#### Bedroom Two 3.40m max by 4.83m max

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

### WC

Double glazed casement window to side elevation, two-piece suite comprising wash and basin, middle flush WC, radiator.

### Landing

With radiator and loft access.

### Outside

The front elevation offers a large gravel driveway with parking for several vehicle vehicles, small Lord area and mature trees. The rear elevation offers a generous lawn area with two brick and slate outbuildings.

### Services

We understand the property offers mains water, oil fired central heating, electric and a septic tank which is currently shared with number two, but we understand a new tank will be installed by the new owner of next door.

### 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

Madeline Mahon-Hunns  
Roythornes  
Enterprise Way  
Pinchbeck  
Spalding, PE11 3YR

01775 842 514

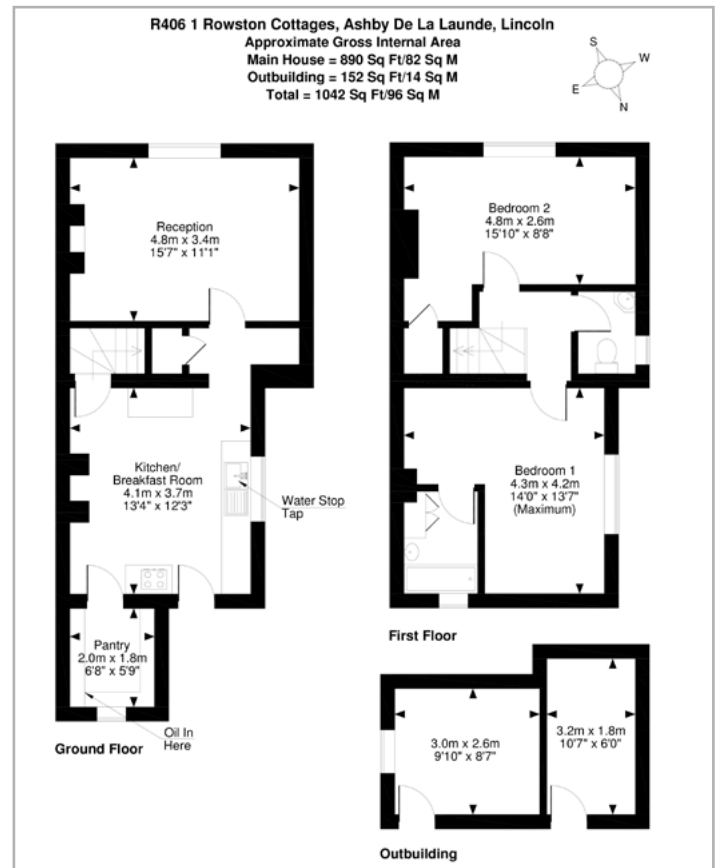
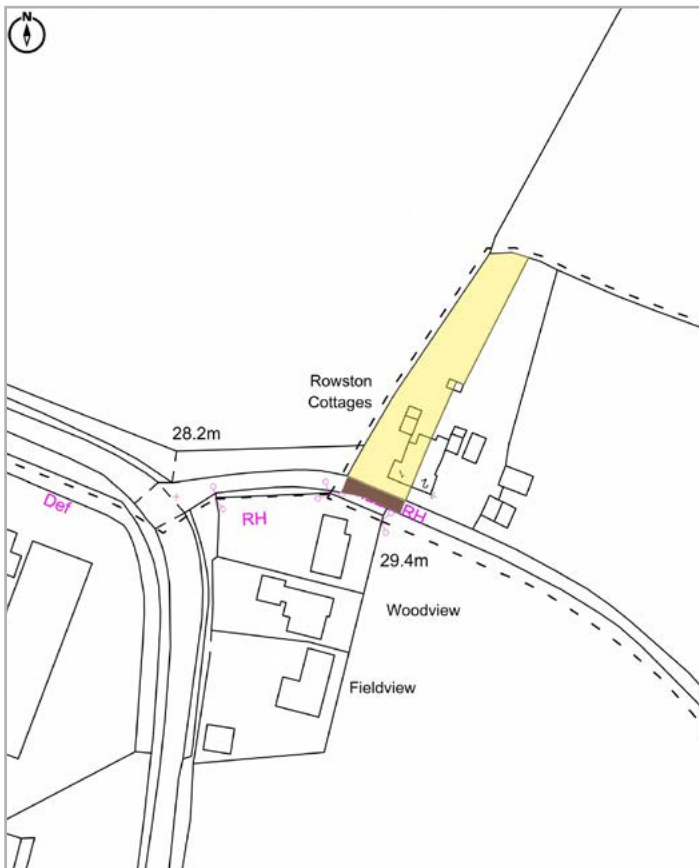
[MadelineMahon-Hunns@roythornes.co.uk](mailto:MadelineMahon-Hunns@roythornes.co.uk)

### Agent

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











Around 1.04 Acres, Belton Fields, Belton, DN9 1PQ **Guide Price £12,500 (£900 + VAT Buyers Fee)**

#### Description

The property extends to 0.42 hectares (1.04 acres) of Grade 2 arable land. The land is identified as being part of the Brockhurst 2 soil series, described as being slowly permeable, seasonally waterlogged, reddish, fine, loamy over clayey soils. Some reddish, clayey, alluvial soils affected by groundwater. The land is capable of growing winter cereals and some short term grassland.

The land was last planted with a crop of fodder beet which was lifted in Autumn/Winter 2024 and is now offered with vacant possession upon completion. Past cropping can be available upon request.

The land bodes itself to being suitable for a range of uses such as agricultural, equestrian, market gardens etc. (subject to the relevant planning and legislation).

#### Directions

The land is located off Belton Field Road, Belton. The nearest postcode to the land is: DN9 1PQ

<http://what3words.com/decently.resolbed.shudders>

#### Outgoings

Drainage rates are payable to the Isle of Axholme & North Nottinghamshire Water Level Management Board. Detailed information is available on request.

#### Stewardship

There are no schemes affecting the land.

#### Wayleaves, Easements and Rights of Way

The land is sold subject to and with the help and benefit of all existing rights, including rights of way whether public or private, light, support, drainage, water and electricity supplies and other rights, easements, quasi-easements and all wayleaves whether referred to or not in these particulars.

#### Sporting, Timber & Minerals

The sporting, timber rights and mineral rights, except as reserved by statute or the Crown and included in the freehold.

#### Tenure & Possession

Freehold with vacant possession upon completion.

#### Viewing

Viewing is permitted during daylight hours with a set of these sales particulars to hand, having contacted the Selling Agents in advance 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

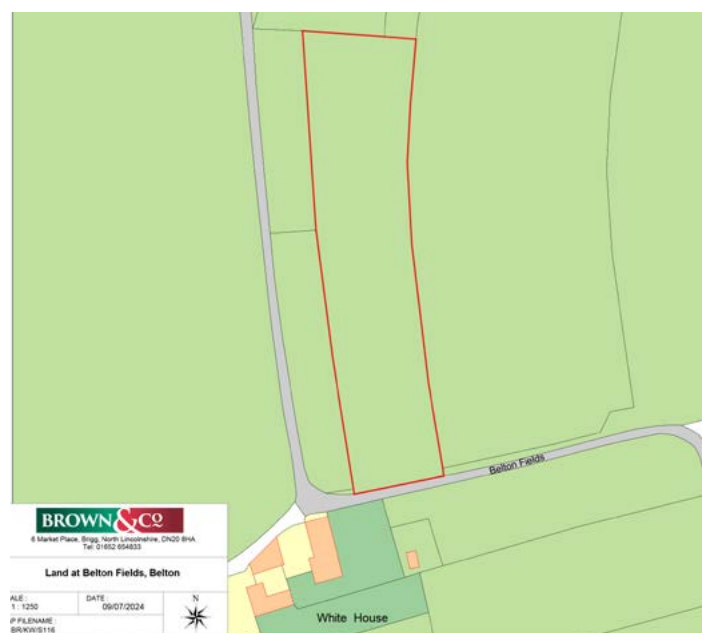
Richard Mason  
Mason Baggott and Garton  
25 Bigby Street  
Brigg, DN20 8ED

01652 654111

[richardmason@lawlincs.co.uk](mailto:richardmason@lawlincs.co.uk)

#### Agent

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



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



# Inviting Entries For 2025 Auctions

If you have property or land to sell please call the auction team now  
on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com) and save  
**£250 off** our standard auction fee by quoting this advert.

**BROWN & CO** JH Walter





## Building Plot in 10.47 Acres, Blacksmith Lane, East Keal, PE23 4AZ Guide Price £250,000 (£900 + VAT Buyers Fee)

### Description

A simply stunning opportunity to build your own grand design on the edge of the Lincolnshire Wolds which is designated as an area of outstanding natural beauty (AONB). This special site is located in an elevated position within 10.47 acres of grassland and offers magnificent views. Full planning permission was granted by East Lindsey District Council on the 9th December 2024 under application number S/045/01351/2024 for the erection of a four bedroom bespoke dwelling and improvement to the current access.

### Directions

Follow the A16 North towards Spilsby until you reach East Keal and the site is located just off the junction of the A16 and Blacksmiths lane.

<https://what3words.com/gliders.level.spinners>

### Tenure & Possession

Freehold with vacant possession upon completion.

### Viewing

The land may be viewed on foot by prior 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

Katie Allwood  
HSR Law  
Law Chambers  
7 South Parade  
Doncaster, DN21 2DY

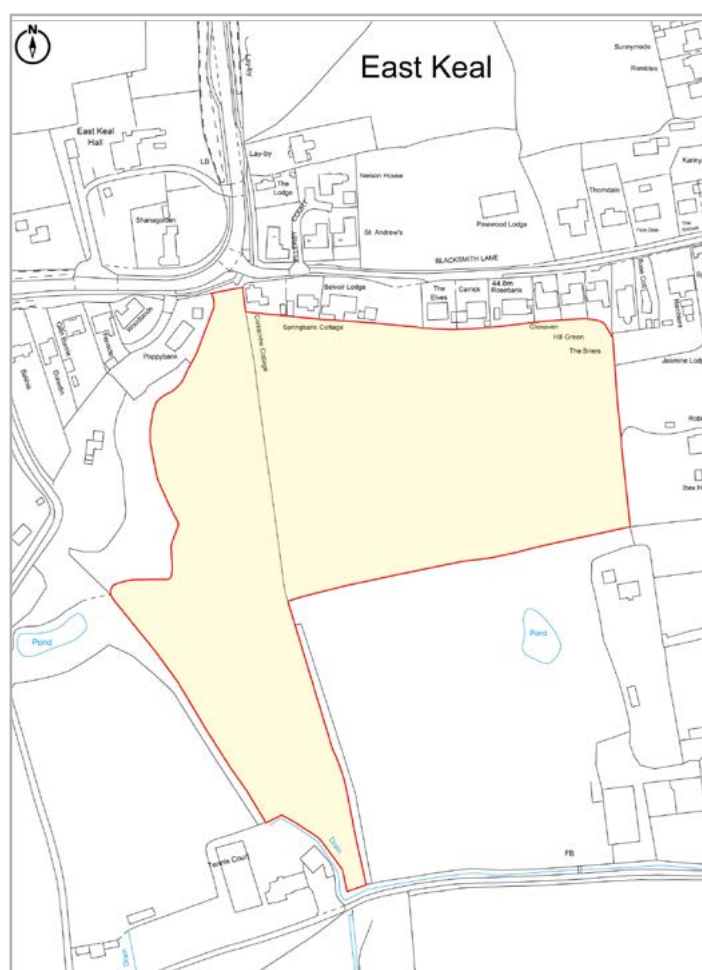
01302 347800

[katie.allwood@hsrlaw.co.uk](mailto:katie.allwood@hsrlaw.co.uk)

### Agent

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

**HSRLAW**  
Solicitors



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









The Water Tower, Abbey Road, Bardney, Lincoln, LN3 5XD **Guide Price: £125,000 - £150,000 (£900 + VAT Buyers Fee)**

### Description

A rare and exciting opportunity to acquire a former water tower which has planning permission granted to be converted into a four bedroom dwelling. The property is located on the edge of the popular and well served village of Bardney and occupies a plot of 0.42 of an acre with open countryside views. Please note the seller may consider selling an additional parcel of land by separate negotiation.

### History

The water tower was understood to have been built in 1903 and was fed from nearby boreholes. It became disused after 1938 when the mains water supply reached the village.

### Location

Bardney is located approximately 9 miles South East of the Historic Cathedral City of Lincoln and lies on the East bank of the River Witham. The village is home to a Primary School, Methodist Hall, Village Hall & Playing Field, Butcher's, General Store, post office and two public houses. The site of the former Bardney Abbey also lies nearby.

### Directions

Entering Bardney on Station Road turn left onto Horncastle Road and then left again onto Abbey Road. Head out of the village along Abbey Road and the Water Tower can be found on your left hand side.

### Planning Permission

Planning permission has been granted by West Lindsey District Council on 28th March 2024 under application number 147479 for the conversion of water tower to 1no. dwelling with demolition of existing attached agricultural buildings and extension of host building.

### Local Authority

West Lindsey District Council – 01427 676676

### Viewing

Strictly by appointment with the Auctioneers.  
Tel: 01522 504360

### Tenure & Possession

Freehold with vacant possession upon completion.

### Completion Date

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

### Auction Bidder Identity Check

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

### Solicitors

Steven Forster  
Chattertons  
St Swithin's Court  
1 Flavian Road  
Lincoln, LN2 4GR

01522 551162

[steven.forster@chattertons.com](mailto:steven.forster@chattertons.com)



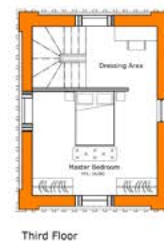
### Agents

James Drabble or 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.









Around 16.39 Acres, Off Old Haxey Road, Misterton, DN10 4AA **Guide Price £130,000 (£900 + VAT Buyers Fee)**

#### Description

Around 16.39 acres of grassland with mature trees and hedged boundaries. The land is situated on the edge of Misterton and is offered with vacant possession.

#### Directions

Entering Misterton on the A616 Haxey Road proceed and then turn left onto Old Haxey Road and the land is on your left.

<https://what3words.com/corkscrew.fried.delay>

#### Tenure & Possession

Freehold with vacant possession upon completion.

#### Viewing

The land may be viewed on foot during daylight hours.

#### Completion Date

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

#### Access

There is a right of way across the land to access the Northern land with further details in the legal pack.

#### Services

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

#### Solicitors

Toni Quinney or Joe Hyland  
Higgs LLP  
3 Waterfront Business Park  
Brierley Hill,  
West Midlands, DY5 1LX

01384 327292

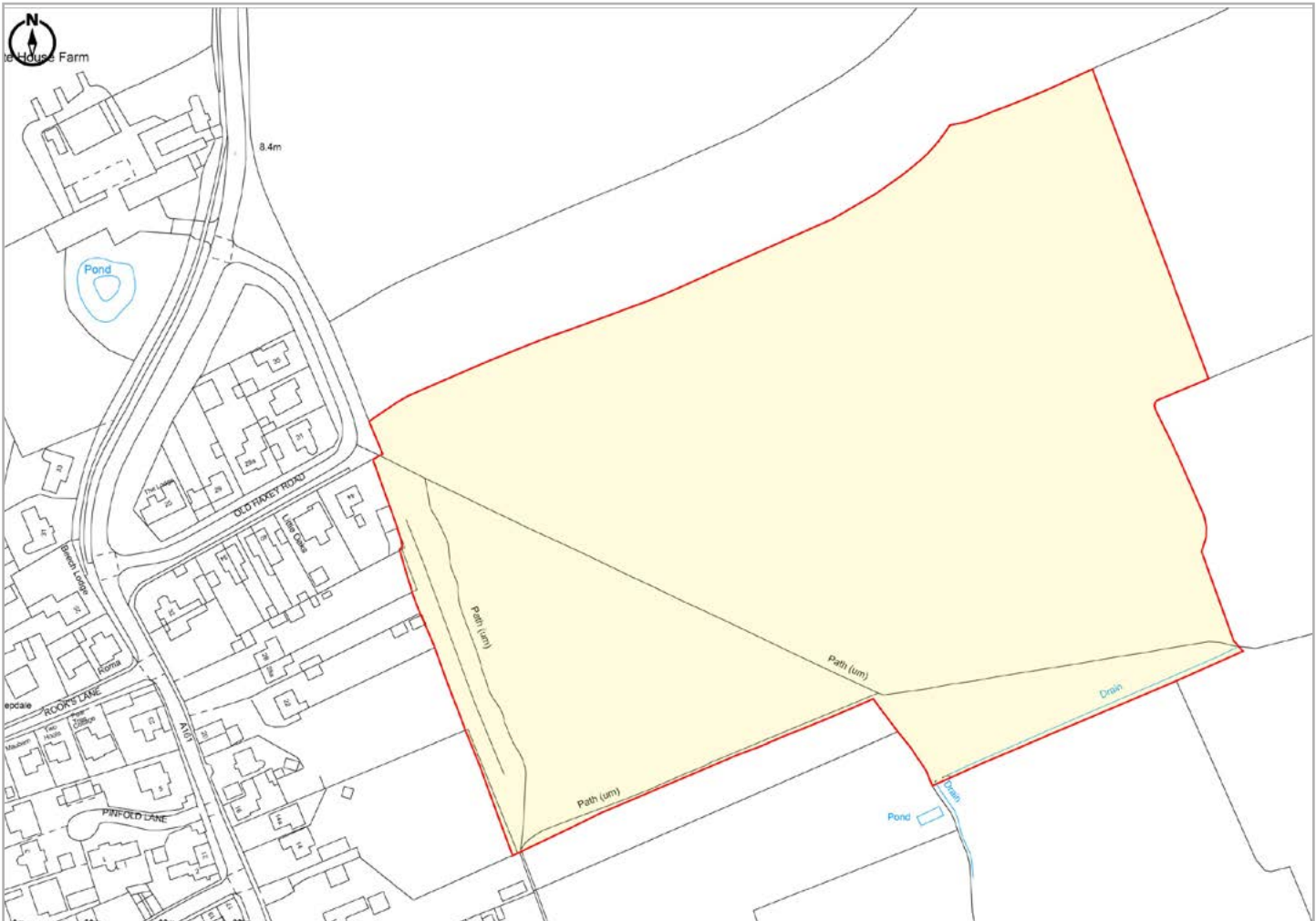
[toni.quinney@higgsllp.co.uk](mailto:toni.quinney@higgsllp.co.uk) or [joe.hyland@higgsllp.co.uk](mailto:joe.hyland@higgsllp.co.uk)

#### Agent

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







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High Walks Farm Barn, Stone Lane, Haddington, Lincoln, LN5 9EH **Guide Price £150,000 (£900 + VAT Buyers Fee)**

### Description

A fantastic development opportunity to convert an existing agricultural barn into 2 x four bedroom dwellings. The site extends to around 0.66 of an acre and was given prior approval on the 16th April 2025 by North Kesteven District Council under application number 25/0195/PNND. A full set of plans and drawings are available from the selling agent.

### Directions

From Lincoln follow the A46 until you reach a left turn signposted Haddington. Stay on Haddington Lane and take your first right hand turn onto Stone Lane where the barn can be found on your left.

<https://what3words.com/purely.toolbar.cubic>

## Services

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

## Tenure & Possession

Freehold with vacant possession on 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

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

01427 676230  
ljw@burtondyson.com

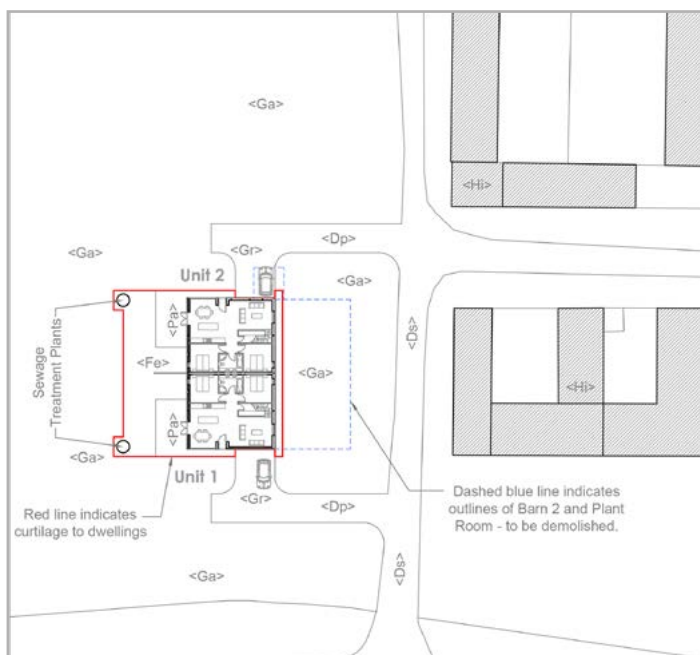
## Agent

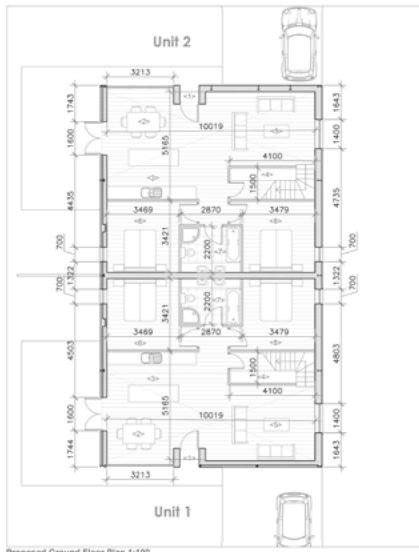
James Mulhall 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

burton & dyson



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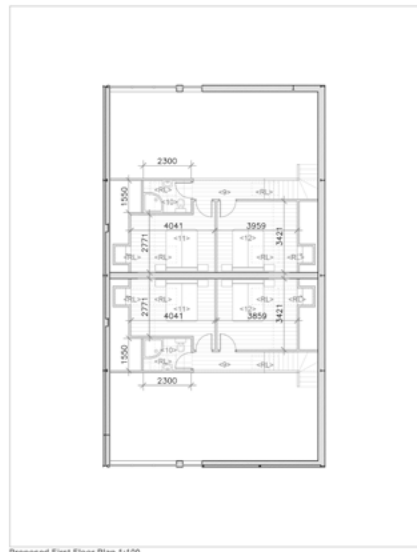




Proposed Ground Floor Plan 1:100

LEGEND (Proposed Ground and First Floor Plans)

- <1> Covered Entrance
- <2> Dining Space
- <3> Kitchen Space
- <4> Utility Room
- <5> Living Room
- <6> Double Bedroom
- <7> Family Bathroom
- <8> Double Bedroom
- <9> Landing
- <10> Bathroom
- <11> Double Bedroom
- <12> Double Bedroom
- <RL> Roof Light



Proposed First Floor Plan 1:100



Proposed North Elevation 1:100



Proposed West Elevation 1:100



Proposed South Elevation 1:100



Proposed East Elevation 1:100





## 17 Sibcy Lane, Balderton, Newark, NG24 3LR **Guide Price £150,000 (£900 + VAT Buyers Fee)**

### Description

A three bedroom detached property situated in a generous plot of around 0.18 of an acre. The property is in need of a full refurbishment program which once complete will create a family home or buy to let investment which is close to local amenities a good transport links with the A1 just 2 minutes away.

### Directions

From the A1 take the B6326 towards Newark and stay on this road until you reach a right hand turn onto Sibcy Lane where the property can be found on your right.

<https://what3words.com/impulses.footballers.crisp>

### Accommodation

#### Hallway

With stairs to first floor, electric storage heater, under stairs storage, door to;

#### Lounge 3.84m x 3.62m

Double glazed bay window to front elevation, fireplace with electric fire in front.

#### Dining Room 3.92m x 3.32m

French doors leading to sunroom, fireplace, built-in storage cupboard, electric storage heater.

#### Sunroom 2.65m x 2.76m

Double glazed patio door rear elevation, single glazed casement windows to side elevation, plastic corrugated sheet roof.

#### Kitchen 2.73m x 2.09m

Double glazed casement window to side elevation, stainless steel double drainer sink in base unit with further base unit, door to;

#### Pantry Cupboard

With built-in shelving and single glazed casement window to side elevation.

#### Storeroom

With built-in shelving

#### WC

Double glazed casement windows side elevation and low flush WC.

### Rear Porch

Electric storage heater and single glazed door to side elevation.

### First Floor

#### Bedroom One 3.62m x 3.14m

Double glazed casement windows to front elevation, built-in wardrobes.

#### Bedroom Two 3.92m x 3.21m

single glazed casement window to rear elevation with secondary glazing, fireplace, built-in wardrobes.

#### Bedroom Three 2.18m x 2.73m

Double glazed casement window to rear elevation.

#### Bathroom 1.88m x 1.86m

Double glazed casement window to front elevation, two piece suite comprising panelled bath and wash basin, part tiled walls, electric wall heater.

### Landing

With single glazed casement window to side elevation and loft access.

### Outside

The front elevation offers concrete driveway and a lawn area with fenced boundaries. The elevation offers a well proportioned rear garden mainly laid to lawn which is currently overgrown with fruit trees to the rear section fenced boundaries and timber and corrugated sheet garage.

### Services

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

### 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

Oliver Emmett  
Tallents Solicitors  
3 Middlegate  
Newark, NG24 1AQ

**Tallents**  
Solicitors

01636 671881  
[oliver.emmett@tallents.co.uk](mailto:oliver.emmett@tallents.co.uk)

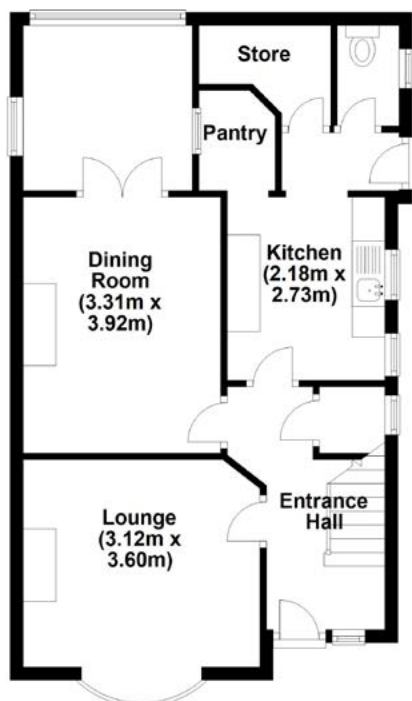
### Agent

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



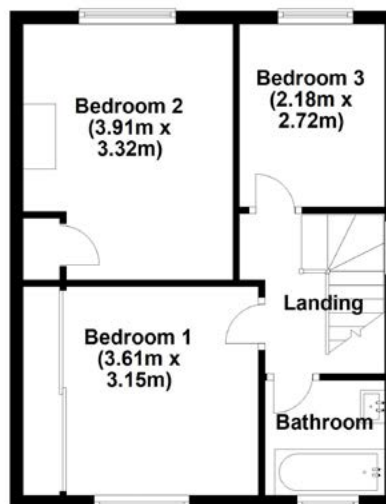
### Ground Floor

Approx. 53.7 sq. metres (577.5 sq. feet)



### First Floor

Approx. 39.6 sq. metres (426.3 sq. feet)



Total area: approx. 93.3 sq. metres (1003.8 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.

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



## 5 Chapel Lane, Nettleham, Lincoln, LN2 2NX **Guide Price £175,000 (£900 + VAT Buyers Fee)**

### Description

A delightful mid-terrace house full of charm and character and located close to the heart of the highly sought after village of Nettleham. The property comprises of an entrance hall, living room, dining room, kitchen, utility and bathroom to the ground floor, along with two bedrooms and a spacious landing area which could be turned into a third bedroom. Outside to the rear is a pleasant cottage style garden with useful outbuilding. The property is sold with no onward chain.

### Directions

From the A46 turn right into Nettleham on Washdyke Lane which leads into the High Street. Then turn left onto Church Street and left again onto Chapel Lane and the property is on the left.

<https://what3words.com/truth.qualifier.jaunts>

### Accommodation

#### Entrance Hall

Front entrance hall door, double glazed window to side, stairs rising to first floor, radiator.

#### Living Room

Double glazed windows to front and side, radiator.

#### Dining Room

Walk in storage cupboard, under stairs storage cupboard, radiator, opening into kitchen.

#### Kitchen

Double glazed window to rear, stainless steel drainer sink, worktop, base and eye level storage units, space for cooker, radiator.

#### Utility

Door leading to rear garden, wall mounted boiler, space for appliances.

#### Bathroom

Double glazed windows to rear, bath with wall mounted shower unit over, shower rail and curtain, WC, pedestal wash basin, radiator.

### First Floor

#### Landing / Potential Bedroom

Two double glazed windows to rear, storage cupboard, two radiators, loft access.

#### Bedroom One

Double glazed window to side, radiator.

#### Bedroom Two

Double glazed windows to front and side, radiator.

### Outside

To the rear is good sized cottage style garden with decorative shrubs, seating area and a useful outbuilding.

### Tenure & Possession

Freehold and for sale by private treaty.

### Council Tax

Band C

### Mobile

We understand from the Ofcom website there is likely mobile coverage from O2, EE, Three and Vodafone.

### Broadband

We understand from the Ofcom website that standard, superfast and ultrafast broadband is available at this property with a max download speed of 1000 Mbps and an upload speed of 100 Mbps

### Tenure & Possession

Freehold and for sale by private treaty.

### Council Tax

Band E

### Services

The property offers mains water, gas, electric and a private drainage system.

### 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

Amanda Johnson  
Chattertons  
St Swithins' Court, 1 Flavian Road,  
Nettleham Road  
Lincoln, LN2 4GR

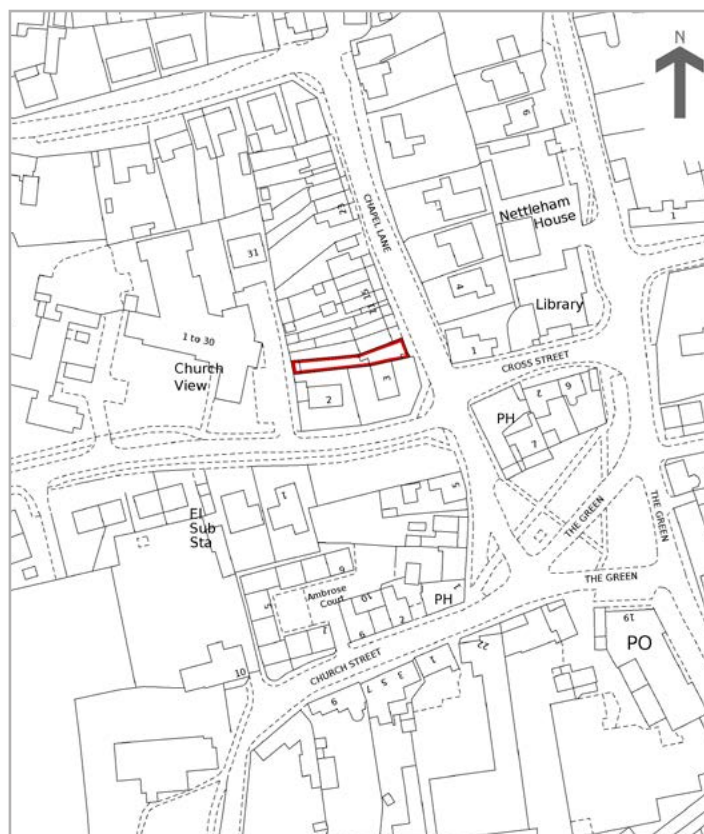


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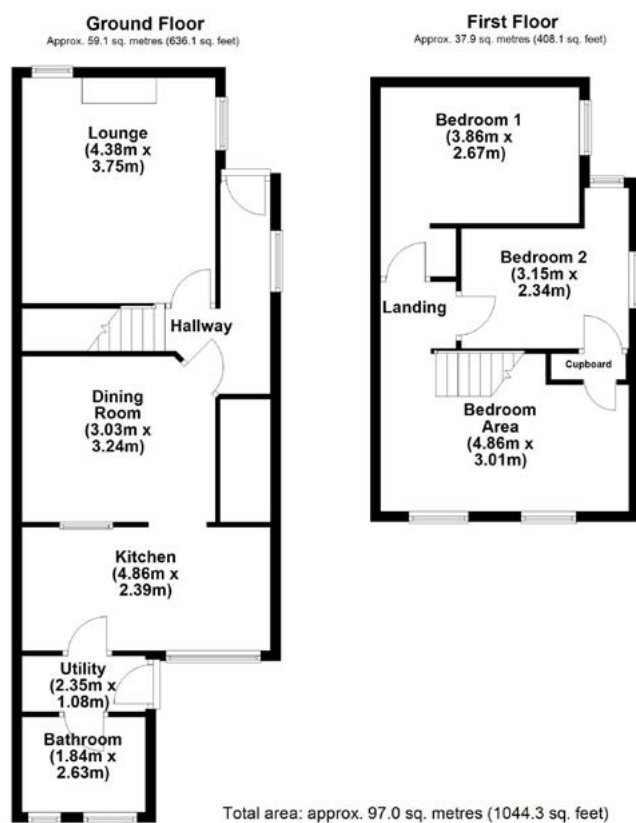
[Amanda.Johnson@chattertons.com](mailto:Amanda.Johnson@chattertons.com)

### Agent

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



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







**Manor House Farm, 2 High Street, Scotton, DN21 3QZ** Guide Price: £400,000 - £425,000 (£900 + VAT Buyers Fee)

### Description

Manor House Farm is an impressive six bedroom detached property extending to around 3,289 sq ft. The property nestles in around 2 acres in the heart of the village and is made up of formal lawned gardens, grass paddocks, mature trees/planting and an impressive established lake.

### Directions

From the A15 North turn left onto the B1205 towards Grayingham and then turn right towards Northorpe. Stay on Monson Road which take you through to Scotton village. As you enter the village turn left onto Middle Street and then left again onto the High Street and the property is on your left.

<https://what3words.com/exacted.transit.insisting>

### Accommodation

#### Entrance Hall

With original flooring, stairs to first floor, under stairs cupboard, two radiators, door to;

#### Sitting Room

Double glazed bay window to front elevation, marble fireplace with wooden surround and replacement electric fire, double glazed basement window to side elevation, two radiators.

#### Living Room

Double glazed bay window to front elevation, original tiled fireplace with wooden mantle and gas fire, two radiators.

#### Dining Room

Double glazed bay window to side elevation, built-in storage, original tiled fireplace with ornate surround and replacement gas insert fire, two radiators.

#### Pantry

Double glazed casement window to rear elevation, built-in shelving and separate island unit with additional storage.

#### Kitchen

Double glazed casement windows to side elevation, fitted wall and base units with double sink and drainer, five ring gas hob with extractor, built-in Siemens oven, part tiled walls, built-in dishwasher, built-in fridge, double radiator, door to side elevation.

#### Cellar

Divided into two storage areas with window to front elevation.

### Rear Hall/Sunroom

Double glazed windows and door to side elevation with a double glazed roof, radiator, door to;

### Utility

Double glazed casement window to rear elevation, fitted wall and base units with Belfast sink, space and plumbing for washing machine and tumble dryer, Worcester gas fired boiler, part tiled walls, loft access, door to;

### Shower Room

Double glazed casement window to rear elevation, three-piece suite comprising shower cubicle, mid flush WC, wash basin in vanity unit, fully tiled walls, radiator, loft access.

### Home Office

Accessed separately with double glazed casement windows to front and rear elevation, radiator.

### First Floor

#### Bedroom One

Double glazed casement windows to front and side elevation, original cast-iron fireplace, two radiators, built-in wardrobes.

#### Bedroom Two

Double glaze casement windows to front elevation, original cast iron fireplace with tiled surround, built-in wardrobes, radiator

#### Bedroom Three

Double glazed casement window to side elevation, original cast iron fireplace with tiles surround, built-in storage, radiator.

#### Bedroom Four

Double glazed casement window to side elevation, radiator, door to;

### WC

Three piece suite comprising mid flush WC, wash basin in vanity unit, bidet, part tiled walls.

### Bedroom Five

Double glazed casement window to side elevation, original cast iron fireplace, radiator.

### Bathroom

Single glazed stained glass sash window to side elevation, five piece suite comprising panelled bath, mid flush wc, bidet, shower cubicle, dual sinks in vanity unit, airing cupboard housing hot water tank, part tiled walls, extractor, heated towel rail, radiator.





### Landing

Single glazed stained glass sash window to side elevation, window to rear elevation loft access and radiator.

### Bedroom Six

Double glazed casement window to front elevation, radiator, built-in shelving and desk unit.

### Outside

The property is approached by a long tarmac driveway with parking for several vehicles. The grounds extend to around 2 acres and offer fenced grass paddocks with a timber stable block with tack room and hay barn to the side elevation, mature trees and planting, formal lawned gardens, a substantial lake, a patio area and brick store room.

### Services

Further details on the services will be covered by the legal pack as certain elements are currently provided by the farm.

### Tenure & Possession

Freehold with vacant possession upon completion.

### Viewing

Strictly by appointment with the Auctioneers. Tel: 01522 504360

### Completion Date

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

### Solicitors

Geldards

Richard Hadrill

Cubo Standard Court

Park Row

Nottingham, NG1 6GN

0115 9833705

[richard.hadrill@geldards.com](mailto:richard.hadrill@geldards.com)

### Agent

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





3 South Street, Horncastle, LN9 6DR **Guide Price: £150,000 (£900 + VAT Buyers Fee)**

### Description

A prominent and substantial period property set in a central location of the town, having a long and established history of both residential and retail uses and has an enormous amount of potential for both, (subject to the necessary Planning Permission), also having a large, fully enclosed, walled lawn garden and private parking to the rear for at least three vehicles.

### Directions

Enter Horncastle on the A158 and the property can be found on the corner of South Street on your right.

<https://what3words.com/rated.sharp.wobbling>

### Accommodation

#### Open Porch

Over three steps from the footpath with uPVC sealed double glazed front entrance door.

#### Entrance Lobby

With radiator, door to hallway and open access to:

#### Front Sales/Retail Area 6.48m x 4.34m

With large front picture window being sealed double glazed, two radiators, recess wall shelving.

#### Hallway

With decorative tiled flooring, radiator and return staircase to the first floor and further access to rear hallway.

#### Cellar 4.88m x 4.67m

Divided into three rooms also having housing three safes.

#### Office One 5.33m x 4.95m

With original marble fire surround and fireplace (boarded), two radiators, bay window with doors opening into the south facing garden.

#### Rear Hallway

With door to the rear garden, decorative tiled floor, back staircase to the first floor.

#### Store Room Off

#### Large Store Room 4.06m x 3.96m

With wall shelving and storage cupboards, tiled flooring and also housing the gas fired boiler.

#### Kitchen 2.24m x 2.24m

Having stainless steel single drainer sink unit with base cupboards and double wall cupboard, hot water heater and fridge. Worktop.

#### First Floor

##### Long Landing

With two radiators and doorway to the back landing.

##### Office Two 3.53m x 2.18m

Having radiator.

##### Office Three 4.72m x 3.28m

With radiator and recessed wall shelving.

##### Office Four 5.03m x 4.98m

Having original cast iron fireplace, radiator.

##### Store Room off 2.82m x 1.35m Max

##### Office Five 5.33m x 4.98m

Having two radiators, views over the rear garden.

##### Back Landing

With two fitted storage cupboards, staircase to the ground floor and radiator.

##### Office Six 4.09m x 2.67m

Having original fireplace, radiator and views over the garden.

##### Office Seven 3.71m x 2.06m

With two free standing storage units. TOILETS With door off back landing leading to INNER LOBBY with radiator,

##### Gents WC

with hand basin, extractor fan and water heater,

##### Separate Ladies wc

with hand basin and water heater.

##### Outside

Range of outbuildings and a fully enclosed walled south-facing garden with parking to the rear for at least three vehicles.

##### Outgoings

The property is situated within the East Lindsey District Council.





### Services

All mains services are connected to the property.

### 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

Jane Fidling  
Wilkin Chapman Rollits  
Oxley House  
Lincoln Way  
Louth, LN11 0LS

01507 430630

[jane.fidling@wrclaw.co.uk](mailto:jane.fidling@wrclaw.co.uk)

### Agent

William Gaunt 01522 504322 or James Mulhall 01522 504360  
[cpa@brown-co.com](mailto:cpa@brown-co.com)



Total area: approx. 267.0 sq. metres  
Rubi Mapleton ([info@epecproperty.net](mailto:info@epecproperty.net)) / Plan is for illustration and marketing purposes only  
Plan produced using Planity.



## Castlethorpe Barns, Mount Farm, Brigg, DN20 9LG Guide Price £275,000 - £300,000 (£900 + VAT Buyers Fee)

### Description

A substantial range of traditional farm buildings set in around 3.48 acres with full planning consent to convert into a five bedroom dwelling and a one bedroom annexe under application number PA/2022/883

### Directions

From the A18 follow the B1208 Brigg Road North until you reach a left turn into the farmyard.

<https://what3words.com/earlobe.hedgehog.pens>

### Services

Interested parties should make their own enquiries regarding connection costs and all supply matters.

### Tenure & Possession

Freehold with vacant possession upon completion.

### Viewing

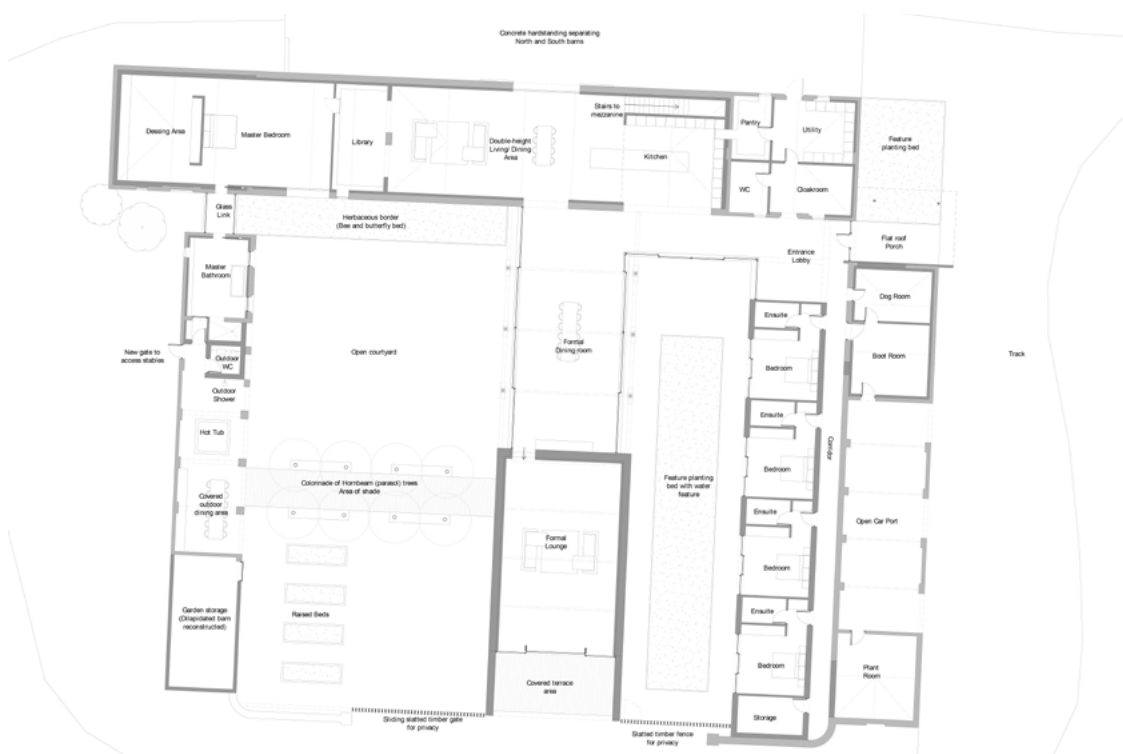
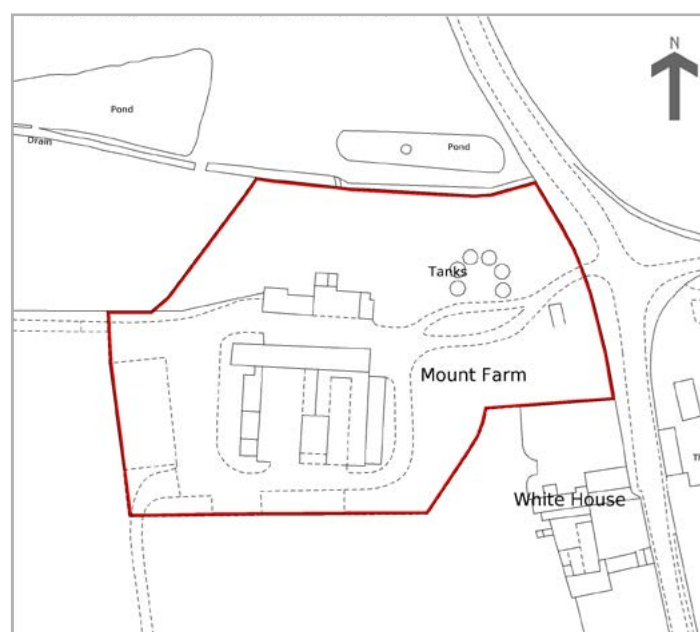
Strictly by appointment with the Auctioneers on 01522 504360

### Completion Date

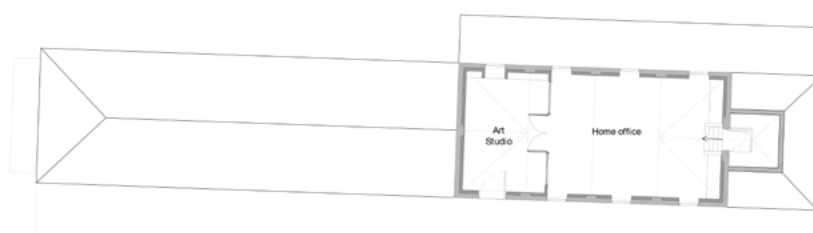
10% deposit and up to 8 weeks for completion.

### Agent

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

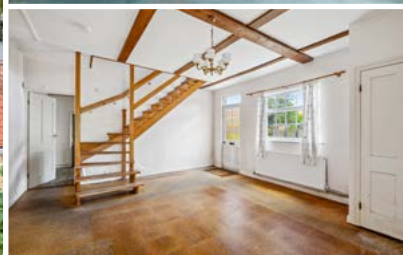






North E  
Scale 1:100





6 North Lane, Navenby, LN5 0EH **Guide Price: £450,000 (£900 + VAT Buyers Fee)**

### Description

Built in 1853, this fine Victorian home is ready for a new custodian to breath life into its walls. Nestling in a stunning 1 acre plot in the heart of the desirable village of Navenby the expansive accommodation extends to around 2,499 sq ft and offers three reception rooms, kitchen, pantry and basement to the ground floor with four bedrooms and two bathrooms to the first floor. The beautiful garden has been established over many years with mature trees and planting, lawned gardens, large patio, pond, gravel driveway and oak framed car port.

### Directions

From Lincoln follow the A607 towards Navenby. As you reach the village turn right onto North Lane and the property is on your right.

<https://what3words.com/pleaser.ants.shadow>

### Accommodation

#### Entrance Hall

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

#### Reception One

Single glazed bay window to front elevation with secondary glazing and single glazed casement window to side elevation with secondary glazing, two radiators, open fireplace.

#### Reception Two

Single glazed bay window to front elevation with secondary glazing, fireplace (not currently in use), radiator, doors to;

#### Reception Three

Single glazed casement window to side elevation with secondary glazing, built-in storage, stairs to first floor, door to side elevation and door to;

#### Kitchen

Single glazed casement window to side elevation with secondary glazing, fitted wall and base units with double stainless steel drainer sink, free-standing oven with extractor over, part tiled walls, radiator, space and plumbing for washing machine, door to;

#### Pantry

With built-in shelving and storage.

#### Rear Hall

Single glazed casement window to rear elevation with secondary glazing, single radiator, door to rear elevation.

### Basement

Single glazed casement window to front elevation.

### First Floor

#### Bedroom One

Single glazed casement window to front elevation with secondary glazing, pedestal wash basin, fireplace (not currently in use), radiator.

#### Shower Room

Single glazed casement window to front elevation with secondary glazing, three-piece suite comprising shower cubicle, wash basin in vanity unit, low flush WC, part tiled walls, extractor, radiator.

#### Bedroom Two

Single glazed basement window to front elevation with secondary glazing, cast-iron open fireplace with tiled surround, built-in storage, radiator.

#### Bedroom Three

Single glazed casement window to side elevation with secondary glazing, built-in wardrobes, radiator, sliding door to airing cupboard with hot water tank.

#### Bedroom Four

Single glazed casement windows to rear and side elevation, radiator, walk in wardrobe, door to;

#### En-Suite Shower Room

Three-piece suite comprising large shower cubicle, wash basin in vanity unit, low flush WC, hot tub walls, heated towel rail, extractor.

#### Rear Landing

Single glazed casement window to side elevation with secondary glazing, stairs leading down to the dining room, loft access.

### Services

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

### Outside

The property sits in a stunning plot of around an acre with mature trees, lawned Gardens, patio area with pond, gravel driveway with oak framed carport. The front elevation offers a stone walled patio area with pedestrian gate.





#### Outside WC

With Belfast sink and a mid flush WC and single glazed casement window to rear elevation.

#### Boiler Room

A useful outside storage space housing Potterton oil fired boiler.

#### Outbuilding

A brick and pantile outbuilding which is divided into three sections and comprises two storerooms and a coal shed.

#### Tenure & Possession

Freehold with vacant possession upon completion.

#### Viewing

Strictly by appointment with the Auctioneers on 01522 504360

#### Completion date

10% deposit and up to 8 weeks for completion.

#### Agent

James Mulhall 01522 504360 cpa@brown-co.com

#### Solicitors

Matthew Richardson  
Knights, Embankment House,  
Electric Avenue, Nottingham, NG2 1AS

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## GLOSSARY

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

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

Wherever it makes sense:

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

## ACTUAL COMPLETION DATE

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

## ADDENDUM

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

## Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

## Approved Financial Institution

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

## ARREARS

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

## ARREARS Schedule

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

## AUCTION

The AUCTION advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

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

## AUCTIONEERS

The AUCTIONEERS at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## Catalogue

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

## COMPLETION

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

## Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## CONTRACT

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

## CONTRACT DATE

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

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

## DOCUMENTS

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

## EXTRA GENERAL CONDITIONS

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

## General Conditions

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

## INTEREST RATE

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

## LOT

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

## Old ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## Ready to Complete

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (and US and OUR)

The AUCTIONEERS.

## YOU (and YOUR)

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



## A1 Introduction

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

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

## A2 OUR role

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

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

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

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

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

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

## A3 Bidding and reserve PRICES

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

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

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

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

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

## A4 The PARTICULARS and other information

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

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

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

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

## A5 The CONTRACT

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

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

A5.3 YOU must before leaving the AUCTION

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

A5.4 If YOU do not WE may either  
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or  
(b) sign the SALE MEMORANDUM on YOUR behalf.

## A5.5 The deposit

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

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

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

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then  
(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and  
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

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

## A6 Extra Auction Conduct Conditions

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

## General Conditions of Sale

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

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disappplied 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; (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

## G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.



G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

## G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

## G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

## G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

## G27 Registration at the Land Registry

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title.

The BUYER must at its own expense and as soon as practicable:

- (a) apply for registration of the TRANSFER;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
- (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

## G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 17:00 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

## G29 CONTRACTS (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

## G30 EXTRA GENERAL CONDITIONS

