live
BROADCAST
AUCTION

property
auction

Wednesday 2 December 2026 @ 2:15pm

venue: Live Stream
Broadcast Auction
www.goldingsauctions.co.uk



A Word from the Auctioneer

Welcome to our final auction of 2026.

As the year draws to a close, there is no disguising the fact that the property market has become more challenging. Buyers are increasingly selective, and realistic pricing remains crucial. Nevertheless, there is still genuine demand for well-guided properties, particularly those offering opportunities to improve, invest or add value.

Our December catalogue brings together an interesting and unusually varied selection of properties. From residential investments and refurbishment projects to a substantial development opportunity in Kesgrave, a former public house in Brandon and a rather special coastal property in Thorpeness, there should be something to appeal to a broad range of purchasers.

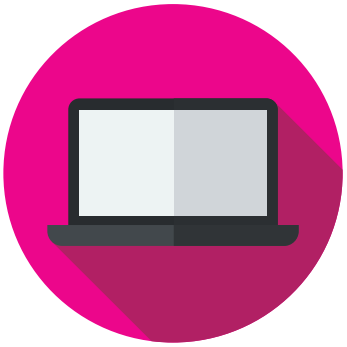
At Goldings Auctions, we pride ourselves on being specialist property auctioneers. With a database of some 14,000 registered buyers, extensive marketing and the competitive environment of our live-streamed auctions, we are well placed to bring buyers and sellers together. Our philosophy remains straightforward: attract the right buyers, encourage competitive bidding and let the market establish the true value.

Finally, thank you to everyone who has supported us throughout 2026. I hope you enjoy browsing the catalogue, wish you every success with your bidding and, of course, a very happy Christmas and New Year.



Tim Golding, Auctioneer

How to bid



Internet Bidding:

Following a straightforward registration, you can live bid through the internet. You will be able to watch the live broadcast of the Auction as it's taking place.



Telephone Bidding:

You will be called as your Lot is about to be offered and full bidding can take place live over the phone.



Proxy Bidding:

A simple form is completed, and the Auctioneer will bid on your behalf up to your maximum preset level.

There is no additional cost to use any of these services.

Viewing Schedule

We have scheduled half-hour viewing windows for selected properties, with individual 10-minute viewing slots allocated within each.

All viewings must be pre-booked ... these are NOT Open Viewings.

To book a slot, please call **01473 210200** in advance.

Unless stated otherwise, all auction properties require an appointment. If no time is listed, please contact the office to arrange a viewing. Where *'no appointment required'* is indicated, please respect neighbours and carry a copy of the auction catalogue.

Please do **not approach tenants directly**, as they have been instructed not to allow unauthorised viewings.

		Wed 18	Fri 20	Sat 21	Mon 23	Tues 24
1	63 Macaulay Road, Ipswich, IP1 6HH	9:30 - 10:00		9:30 - 10:00	14:00 - 14:30	
2	54a Queens Way, Ipswich, IP3 9EX			11:30 - 12:00		
3	652 Old Norwich Road, Ipswich, IP1 6LU	10:30 - 11:00		10:00 - 10:30	13:00 - 13:30	
4	The Hill Cottage, The Street, Poslingford, Sudbury, CO10 8RA		11:00 - 11:30	14:00 - 14:30		
5	Sandwood, North End Avenue, Thorpeness, IP16 4PD			14:30 - 15:00		13:00 - 13:30
6	69 Crown Street, Brandon, IP27 0JU	By appointment with the auctioneer				
7	112 Main Road, Kesgrave IP5 1BL	By appointment with the auctioneer				
8	47 Finchley Road, Ipswich, IP4 2HT	12:30 - 13:00		11:00 - 11:30	11:00 - 11:30	
9	71 St. Martins Green, Trimley St. Martin, Felixstowe, IP11 0YD	15:00 - 15:30		13:00 - 13:30		10:30 - 11:00
10	2 Oak Hill Lane, Ipswich, IP2 9AL	11:30 - 12:00		10:30 - 11:00	10:00 - 10:30	
11	8 Dorset Close, Ipswich, IP4 3BJ	14:00 - 14:30		12:00 - 12:30		9:30 - 10:00

Our Live Broadcast Auction

Our auctions are conducted as 'live-streamed auctions'. The Auctioneer presents each Lot during a live broadcast and registered bidders can watch and participate from a computer, tablet or mobile phone.

When bidding has finished, the Auctioneer will call the property for the first time, second time and third and final time. When the hammer falls, a legally binding contract is created.

Registering to Bid

All prospective bidders must register before they can participate. Visit the relevant property on www.goldingsauctions.co.uk, select "Bidding Options" and choose your preferred method of bidding. Registration is completed through our secure auction platform, EIG Passport.

Identification & Compliance

As part of registration you will be required to provide your personal details, solicitor's details and the identification requested through EIG Passport. Goldings Auctions will complete the necessary identification, compliance and anti-money laundering checks before your registration is approved. Registration alone does not automatically authorise you to bid and buyers should therefore complete the process in good time before the auction.

Online Bidding

Registered online bidders can access the auction using the "Live Auction Stream" button on our website.
Once logged in, the bidding screen will become available for the Lots for which you have registered.
When invited by the Auctioneer, simply press "Bid Now" to place the displayed bid. Bidding can move quickly and the Auctioneer will control and announce the bidding increments throughout the sale.

Telephone & Proxy Bidding

Buyers who do not wish to bid online can register to bid by telephone or proxy. For telephone bidding, a member of the Goldings Auctions team will contact you before your Lot is offered and will place bids on your instructions. For proxy bidding, you provide us with your maximum bid in advance. The Auctioneer will bid on your behalf only as necessary, meaning the property may be purchased for less than your maximum figure. The same registration and identification requirements apply whichever bidding method you choose.

Successful Bidders

When the hammer falls, the highest bidder becomes the purchaser and a legally binding contract is immediately created. Following the auction, our team will contact the successful bidder to confirm the purchase and arrange the required post-auction documentation and payment.

Deposit

Successful bidders are required to pay a 10% deposit of the purchase price immediately following the auction. Payment must be made by bank transfer using the instructions provided by Goldings Auctions.

Auction Administration Fee

An Auction Administration Fee of £1,200 inclusive of VAT is payable by the purchaser in addition to the purchase deposit. This is payable immediately following the auction.

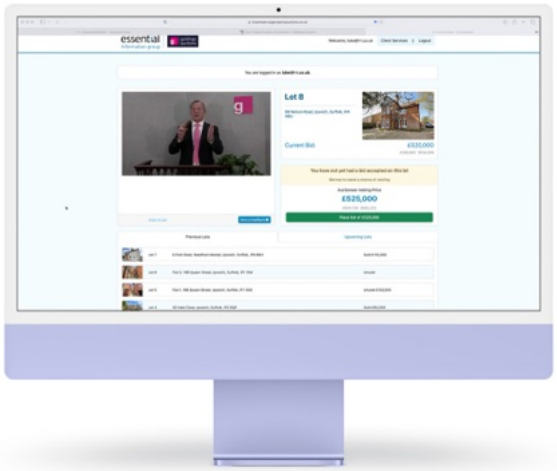
Completion

Completion will normally take place 20 working days after the auction, approximately four weeks, unless a different completion date is specified within the Special Conditions of Sale. Your solicitor will deal with the legal completion of the purchase.

Post-Auction Sales

If a Lot does not sell during the auction, interested parties should contact Goldings Auctions as soon as possible.
Any offer will be submitted to the Vendor and, if accepted, the purchase will normally proceed under the same auction conditions.

Auction Notes



Buying at Auction

At the fall of the hammer a binding and unconditional contract is formed. The successful bidder becomes legally committed to purchase the property and the Vendor becomes legally committed to sell. Completion will usually take place within 20 working days of the auction, although this can vary. Buyers must check the Special Conditions of Sale contained within the Legal Pack for the completion date applicable to each Lot.

The Catalogue

Details of the property and land being offered are set out within this catalogue. All Lots are sold subject to the General and Special Conditions of Sale. Prospective purchasers must satisfy themselves as to the location, boundaries, condition, dimensions, services and state of each Lot before bidding.

Plans and Photographs

Plans, photographs, floorplans and other marketing material are provided to assist with identification only. Plans are not to scale and should not be relied upon as an accurate representation of boundaries or measurements.

*Guide Prices

Guide Prices are provided as an indication of the Vendor's minimum expectation and the level at which the Reserve Price may be set. Guide Prices can be changed at any time prior to the auction and properties may ultimately sell above or below the published Guide Price depending upon bidding and the Vendor's instructions.

Reserve Price

Each Lot will be offered subject to a Reserve Price unless otherwise stated. The Reserve is the minimum price at which the Auctioneer is authorised to sell the property. The Reserve will be set within or below a published Guide Price range. Where a single figure Guide Price is used, the Reserve will be no more than 10% above that figure. The Reserve Price remains confidential between the Vendor and the Auctioneer.

Viewings

Viewing arrangements for each property are shown in this catalogue and on our website. Buyers should not attempt to arrange access directly with occupiers or tenants unless specifically authorised by Goldings Auctions.

The Legal Aspect

Buying at auction is a contractual commitment. Prospective purchasers should therefore review the Legal Pack and obtain independent legal advice before bidding. Legal Packs, including the Special Conditions of Sale and other available legal documentation, can be downloaded free of charge from www.goldingsauctions.co.uk. Buyers should also check for any updates or addenda published before the auction.

Pre Auction Sales

Offers may be considered by the Vendor prior to the auction.
All pre-auction offers must be made through Goldings Auctions and not directly to the Vendor or Vendor's solicitor. Where appropriate, parties who have registered an interest in the property may be given an opportunity to compete. Neither the Auctioneers nor the Vendor can accept responsibility for costs incurred in relation to a Lot subsequently withdrawn or sold prior to auction.

lot 1

Three bedroom ex-local authority... excellent refurbishment opportunity

address

63 Macaulay Road, Ipswich,
Suffolk, IP1 6HH

guide price*

£125,000 - £150,000

tenure

Freehold

viewing

Wed 18 Nov - 09:30 - 10:00
Sat 21 Nov - 09:30 - 10:00
Mon 23 Nov - 14:00 - 14:30

(Viewing slots MUST
be pre-booked)

solicitor

Mrs Heidi Vanlangenaeker
Pretty Solicitors LLP
6th Floor
St. Vincent House
1 Cutler Street
Ipswich
IP1 1UQ

EPC C (expired)











A three bedroom ex-local authority end-terrace house situated to the north-west of Ipswich, within an established residential area. The property requires renovation and improvement throughout, offering excellent scope to add value. The accommodation includes a lounge, three bedrooms and a side extension incorporating a kitchen and shower room. Outside, the property benefits from a large driveway providing ample off-road parking together with a generous rear garden. An ideal opportunity for builders, developers or buy-to-let investors looking for a project in a popular rental location. We understand certain works may have been undertaken without the necessary Building Regulations approval. Purchasers should make their own enquiries and refer to the legal pack.

- THREE BEDROOMS
- END-TERRACE HOUSE
- EX-LOCAL AUTHORITY
- RENOVATION REQUIRED
- SIDE EXTENSION
- LARGE DRIVEWAY
- GENEROUS REAR GARDEN
- IDEAL BUY-TO-LET

lot 2

Large one bedroom first floor flat... potential for second bedroom, ideal BTL

address

54A Queens Way, Ipswich, Suffolk, IP3 9EX

guide price*

£50,000 - £70,000

tenure

Leasehold
167 years remaining (tbc)
SC: N/A
GR: £150 pa

viewing

Sat 21 Nov - 11:30 - 12:00

(Viewing slots MUST be pre-booked)

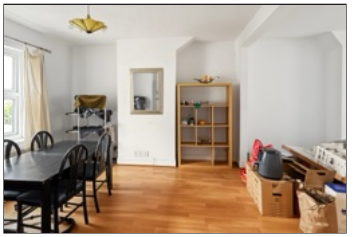
solicitor

Mr Safwaan Al-Khayr
March & Bloom Law
30 Durham Road
London
SW20 0TW

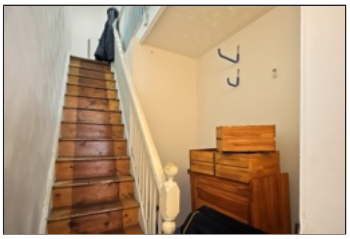
EPC C













A spacious one bedroom first floor flat situated above commercial premises to the south-east of Ipswich, conveniently positioned for local shops, schools and bus services. The accommodation includes a generous 26ft lounge/diner, double bedroom, kitchen and bathroom. The property benefits from gas central heating and predominantly double glazing. The particularly spacious lounge offers potential to create a second bedroom, subject to any necessary consents. Offered with vacant possession and benefiting from a recently extended lease, the property represents an ideal opportunity for first time buyers or buy-to-let investors.

- FIRST FLOOR FLAT
- ONE DOUBLE BEDROOM
- 26FT LOUNGE/DINER
- SECOND BEDROOM POT.
- VACANT POSSESSION
- GAS CENTRAL HEATING
- EXTENDED LEASE
- IDEAL BUY-TO-LET

lot 3

Three bedroom semi-detached bungalow... ideal refurbishment project

address

652 Old Norwich Road, Ipswich,
Suffolk, IP1 6LU

guide price*

£150,000 plus

tenure

Freehold

viewing

Wed 18 Nov - 10:30 - 11:00
Sat 21 Nov - 10:00 - 10:30
Mon 23 Nov - 13:00 - 13:30

(Viewing slots MUST
be pre-booked)

solicitor

Mr Edward Thomson
Kerseys Solicitors
32 Lloyds Avenue
Ipswich
IP1 3HD

EPC D













A three bedroom semi-detached bungalow situated on the north-western side of Ipswich, conveniently positioned for access to the A12/A14 road networks. The accommodation comprises a 15ft living room, kitchen, bathroom and three bedrooms, including a particularly spacious main bedroom measuring over 15ft.

The property now requires full cosmetic refurbishment throughout, offering excellent scope to modernise and add value. Outside are generous gardens to both the front and rear, together with a driveway providing off-road parking. An ideal speculative refurbishment project for builders, developers or investors, competitively priced for auction to encourage interest.

- THREE BEDROOMS
- SEMI-DETACHED
- 15FT LIVING ROOM
- GOOD-SIZED BEDROOMS
- REFURBISHMENT REQ.
- FRONT & REAR GARDENS
- OFF-ROAD PARKING
- PRICED FOR AUCTION

lot 4

Pretty Suffolk village location... three-bedroom period cottage with potential

address

The Hill Cottage, The Street,
Poslingford, Sudbury, Suffolk,
CO10 8RA

guide price*

£200,000 plus

tenure

Freehold

viewing

Fri 20 Nov - 11:00 - 11:30
Sat 21 Nov - 14:00 - 14:30

(Viewing slots MUST
be pre-booked)

solicitor

Mr Bradley Giles
Wayman & Long Solicitors
49 Gainsborough Street
Sudbury
CO10 2ET

EPC TBC













Occupying a slightly elevated position on the fringe of the attractive Suffolk village of Poslingford, approximately two miles from the historic market town of Clare, this three-bedroom period cottage presents an excellent opportunity for refurbishment and improvement. The property offers characterful accommodation, including a modest kitchen, and would benefit from a programme of modernisation to realise its full potential. Of particular appeal is the generous side garden, together with the benefit of off-road parking. Priced to appeal to the auction market, the property represents an interesting opportunity for builders, investors and speculative purchasers seeking to refurbish and enhance a traditional village home, either for resale or personal occupation.

- VILLAGE LOCATION
- PERIOD COTTAGE
- THREE BEDROOMS
- ELEVATED POSITION
- GENEROUS SIDE GARDEN
- OFF-ROAD PARKING
- REFURBISHMENT REQ.
- EXCELLENT POTENTIAL
- INVESTMENT OPPORTUNITY

lot 5

Substantial three-bedroom detached bungalow... Thorpeness location

address

Sandwood, North End Avenue,
Thorpeness, Suffolk, IP16 4PD

guide price*

£175,000 - £200,000

tenure

Freehold

viewing

Sat 21 Nov - 14:30 - 15:00
Tue 24 Nov - 13:00 - 13:30

(Viewing slots MUST
be pre-booked)

solicitor

Mr Luke Cain
Barker Gotelee
41 Barrack Square
Martlesham Heath
Ipswich
IP5 3RF

EPC D













Occupying a generous plot in sought-after Thorpeness, close to the beach on Suffolk's Heritage Coast, Sandwood is a substantial three-bedroom detached bungalow with a distinctive Scandinavian influence and split-level accommodation. The layout includes a living room with steps down to the dining area, fitted kitchen, principal bedroom with en suite and family bathroom.

Benefits include gas c/h, d/glazing, garage and garden sunroom. Approx. 1½ miles from Aldeburgh, the property offers potential as a permanent residence, second home or holiday-let, subject to necessary consents. **The property is in an area subject to coastal erosion. Prospective purchasers are advised to undertake their own investigations into any associated risks.**

- THORPENESS
- CLOSE TO BEACH
- THREE BEDROOMS
- DETACHED BUNGALOW
- SPLIT-LEVEL
- GENEROUS PLOT
- EN SUITE & BATHROOM
- GAS CH & DG
- GARAGE & SUNROOM
- HOLIDAY-LET POTENTIAL

lot 6

Large former pub/restaurant with resi. accommodation... alternative uses STP

address

69 Crown Street, Brandon, Suffolk, IP27 0JU

guide price*

£200,000 - £250,000

tenure

Freehold

viewing

By appointment with the auctioneer.

solicitor

Mr Anshuman Dash
Marsans Giltin Baker
29 Lincolns Inn Fields
London
WC2A 3EG

EPC C (expired)

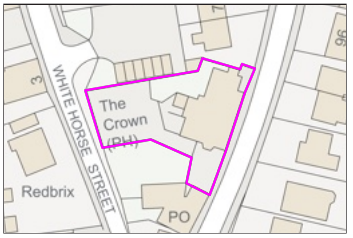












A substantial former public house, more recently used as a restaurant, situated within an established residential area of Brandon. The property extends to approximately 1,819 sq ft over two floors, with parking to the front and a large former pub garden to the rear. The ground floor provides extensive bar and dining areas, kitchen/food preparation facilities, storage and customer toilets.

The first floor offers residential accommodation in reasonable order, comprising two bedrooms, bathroom and a particularly spacious sitting/dining room, with potential to create a third bedroom. The building offers considerable scope for alternative commercial or residential uses (STP). The generous rear garden backs onto a further road, potentially offering additional scope for purchasers to explore.

- FORMER PUB / RESTAURANT
- SUBSTANTIAL BUILDING
- APPROX. 1,819 SQ FT
- RESIDENTIAL FIRST FLOOR
- TWO/THREE BEDROOMS
- PARKING TO FRONT
- LARGE REAR GARDEN
- ALTERNATIVE USES STP

lot 7

Over half an acre in Kesgrave... excellent redevelopment potential (STP)

address

112 Main Road, Kesgrave, Ipswich, Suffolk, IP5 1BL

guide price*

£350,000 plus

tenure

Freehold

viewing

By appointment with the auctioneer.

solicitor

Mrs Jane Riley
Kerseys Solicitors
32 Lloyds Avenue
Ipswich
IP1 3HD

EPC D (Expired)













An increasingly rare opportunity to acquire a substantial freehold plot extending to over half an acre (STS), situated on Main Road in Kesgrave, with an attractive open aspect overlooking fields to the rear. The site has recently undergone clearance, particularly to the frontage, with a dropped kerb and driveway now providing direct vehicular access from Main Road. The existing three bedroom detached bungalow has also been cleared internally but remains in a semi-derelict condition, requiring refurbishment. Given the size and position of the plot, the property offers considerable potential for replacement or more extensive redevelopment, STP, restrictive covenants and all necessary consents. An excellent opportunity for purchasers looking to capitalise on this substantial site.

- OVER 0.5 ACRE (STS)
- KESGRAVE LOCATION
- DETACHED BUNGALOW
- SEMI-DERELICT CONDITION
- CLEARED FRONTAGE
- VEHICULAR ACCESS
- OPEN REAR ASPECT
- DEVELOPMENT POT. (STP)

additional fees: *All buyers are liable to pay an Administration Charge of £1200 inclusive of VAT. Other fees/disbursements may also apply, therefore before making a purchase, please refer to the Legal Pack and Special Conditions.*

**for definition, please refer to "auction notes" on page 4*

lot 8

Three bedroom end-terrace requiring improvement... investment opportunity

address

47 Finchley Road, Ipswich, Suffolk, IP4 2HT

guide price*

£120,000 - £140,000

tenure

Freehold

viewing

Wed 18 Nov - 12:30 - 13:00
Sat 21 Nov - 11:00 - 11:30
Mon 23 Nov - 11:00 - 11:30

(Viewing slots MUST be pre-booked)

solicitor

Mrs Jane Riley
Kerseys Solicitors
32 Lloyds Avenue
Ipswich
IP1 3HD

EPC D








A spacious three bedroom end-terrace house situated in a popular residential area of Ipswich, within easy walking distance of the town centre and Christchurch Park. The accommodation includes a generous 22ft lounge/diner, kitchen and ground floor shower room, with three bedrooms to the first floor. Outside, the property benefits from a good-sized rear garden with patio, lawn and side pedestrian access.

The property requires updating and general improvement throughout, including attention to damp issues, offering good scope to modernise and add value. With its generous accommodation, large garden and convenient location, the property represents an ideal refurbishment project for builders, developers or buy-to-let investors with a potential high rental yield.

- THREE BEDROOMS
- END-TERRACE HOUSE
- 22FT LOUNGE/DINER
- G/FLOOR SHOWER ROOM
- IMPROVEMENT REQUIRED
- LARGE REAR GARDEN
- CLOSE TO TOWN CENTRE
- IDEAL BUY-TO-LET

lot 9

Superb two-bedroom investment opportunity... Trimley St Martin

address

71 St. Martins Green, Trimley St. Martin, Felixstowe, Suffolk, IP11 0YD

guide price*

£150,000 - £175,000

tenure

Freehold

viewing

Wed 18 Nov - 15:00 - 15:30
Sat 21 Nov - 13:00 - 13:30
Tue 24 Nov - 10:30 - 11:00

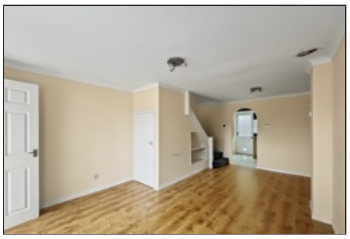
(Viewing slots MUST be pre-booked)

solicitor

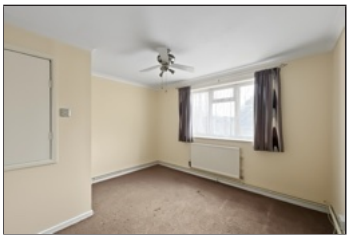
Mrs Gemma Drummond
Fairstep Solicitors
174-176 Hamilton Road
Felixstowe
IP11 7DU

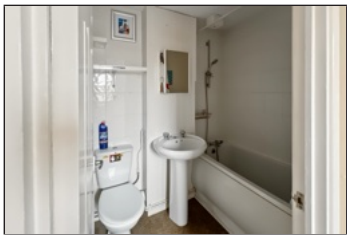
EPC C













Situated in the popular village of Trimley St Martin, within easy reach of Felixstowe, the Port and the A14, this modern two-bedroom end-of-terrace house represents an excellent investment opportunity. The accommodation includes a through lounge/diner and fitted kitchen, with two double bedrooms and a bathroom on the first floor. Further benefits include gas central heating and uPVC double glazing.

The property would benefit from an element of cosmetic refurbishment, offering scope to enhance its rental appeal. An attached single garage and particularly generous enclosed rear garden, extending behind the garage, add to its attraction. An excellent buy-to-let prospect in a location well placed for the substantial employment opportunities associated with Felixstowe and its port.

- POPULAR VILLAGE
- MODERN END TERRACE
- TWO DOUBLE BEDS
- LOUNGE/DINER
- FITTED KITCHEN
- GAS CENTRAL HEATING
- UPVC DOUBLE GLAZING
- ATTACHED GARAGE
- GENEROUS GARDEN

additional fees: *All buyers are liable to pay an Administration Charge of £1200 inclusive of VAT. Other fees/disbursements may also apply, therefore before making a purchase, please refer to the Legal Pack and Special Conditions.*

**for definition, please refer to "auction notes" on page 4*

lot 10

Desirable no-through road... extended three-bedroom detached bungalow

address

2 Oak Hill Lane, Ipswich, Suffolk, IP2 9AL

guide price*

£200,000 - £250,000

tenure

Freehold

viewing

Wed 18 Nov - 11:30 - 12:00
Sat 21 Nov - 10:30 - 11:00
Mon 23 Nov - 10:00 - 10:30

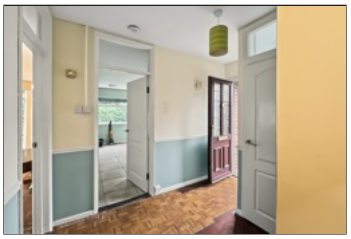
(Viewing slots MUST be pre-booked)

solicitor

Mrs Nadine Wade
Hayward Moon Property Lawyers
Connexions
159 Princes Street
Ipswich
IP1 1QJ

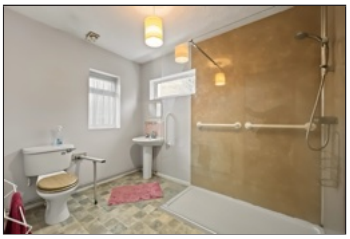
EPC D













Acting on instructions in connection with a probate estate, we are pleased to offer this attractive, extended three-bedroom detached bungalow, situated in a sought-after residential area. Oak Hill Lane is a pleasant no-through road off Belstead Road, conveniently positioned for access to Ipswich railway station, major road links and local amenities. The well-proportioned accommodation includes a lounge/diner, kitchen/breakfast room, bathroom and en suite, together with gas C/H, uPVC D/G and an attached single garage. Offering scope for cosmetic enhancement, the property represents an excellent opportunity for owner-occupiers, investors or speculative buyers seeking to improve and add value in this desirable residential location.

- PROBATE SALE
- DESIRABLE LOCATION
- NO-THROUGH ROAD
- DETACHED BUNGALOW
- THREE BEDROOMS
- EXTENDED
- LOUNGE/DINER
- GARAGE

additional fees: *All buyers are liable to pay an Administration Charge of £1200 inclusive of VAT.*
Other fees/disbursements may also apply, therefore before making a purchase, please refer to the Legal Pack and Special Conditions.

**for definition, please refer to "auction notes" on page 4*

lot 11

North-east Ipswich… three-bedroom semi with excellent potential

address

8 Dorset Close, Ipswich, Suffolk, IP4 3BJ

guide price*

£250,000 plus

tenure

Freehold

viewing

Wed 18 Nov - 14:00 - 14:30
Sat 21 Nov - 12:00 - 12:30
Tue 24 Nov - 09:30 - 10:00

(Viewing slots MUST be pre-booked)

solicitor

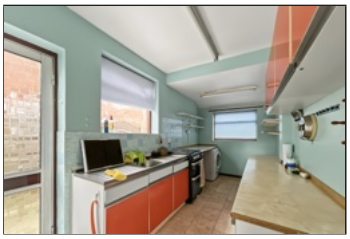
Mrs Heidi Vanlangenaeker
Pretty Solicitors LLP
6th Floor
St. Vincent House
1 Cutler Street
Ipswich
IP1 1UQ

EPC TBC













We are pleased to offer this attractive double-bay-fronted semi-detached house, by instruction from a probate estate, occupying a prime position in one of Ipswich's most desirable residential closes. On the north-eastern side of Ipswich, close to the highly regarded Northgate High School, the property offers three-bedrooms with a first-floor wet room, gas c/h and timber-framed d/g.

The house has already benefited from a modest extension, although there remains considerable scope for further enlargement and improvement, subject to the necessary consents. With a driveway and single garage within the rear garden, this represents a rare opportunity to create a stunning family home in an exceptionally sought-after location.

- PROBATE SALE
- PRIME LOCATION
- DOUBLE-BAY SEMI
- THREE BEDROOMS
- WET ROOM
- GAS C/H
- DOUBLE GLAZING
- DRIVEWAY & GARAGE
- EXTENSION POTENTIAL (STPP)

Notes

Common Auction Conditions (edition 4)

Reproduced with the consent of the Royal Institution of Chartered Surveyor (RICS)

Introduction

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

Glossary

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement.

We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply.

The RICS owns the copyright in all editions of the Common Auction Conditions (CAC), but permits the free use of the 4th edition if the user:
relies on its own legal advice as to whether the CAC are suitable;
agrees that the Royal Institution of Chartered Surveyors and those who advised it have no liability to anyone who uses or relies on the CAC;
reproduces all compulsory sections of the CAC without variation, except as stated in the text; acknowledges that the CAC are reproduced with the consent of the RICS; and refers to the Conditions as the Common Auction Conditions (4th edition).
The RICS reserves the right to withdraw its licence to use this and any previous edition of the Common Auction Conditions.

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:
the date specified in the SPECIAL CONDITIONS; or
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: the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
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 rentcharge 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.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.
The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

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 prepare the CATALOGUE from information supplied by or on behalf of each SELLER; offer each LOT for sale; sell each LOT; receive and hold deposits; sign each SALE MEMORANDUM; and 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 provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US); sign the completed SALE MEMORANDUM; and pay the deposit.

A5.4 If YOU do not WE may either as agent for the

SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or sign the SALE MEMORANDUM on YOUR behalf.
A5.5 The deposit 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); 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;
is to be held by US (or, at OUR option, the SELLER'S conveyancer); and 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 YOU are personally liable to buy the LOT even if YOU are acting as an agent; and YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.
A5.9 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 £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

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

G1 The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS: matters registered or capable of registration as local land charges; matters registered or capable of registration by any competent authority or under the provisions of any statute; notices, orders, demands, proposals and requirements of any competent authority;
charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; rights, easements, quasi-easements, and wayleaves; outgoings and other liabilities; any interest which overrides, under the Land Registration Act 2002;
matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and anything the SELLER does not and could not reasonably know about.
G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are: the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and the SELLER is to leave them at the LOT.
G1.8 The BUYER buys with full knowledge of the DOCUMENTS, whether or not the BUYER has read them; and the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
G1.9 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: any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and 10% of the PRICE (exclusive of any VAT on the PRICE).
G2.2 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 the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or the SPECIAL CONDITIONS require the SELLER to insure the LOT.
G3.2 If the SELLER is required to insure the LOT then the SELLER must produce to the BUYER on request all relevant insurance details; must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due; gives no warranty as to the adequacy of the insurance; 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; 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 (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: If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold. If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS 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. If title is in the course of registration, title is to consist of:
certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application; evidence that all applicable stamp duty land tax relating to that application has been paid; and a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER. 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): 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 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
the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
G5.2 If the SELLER 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 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;
the form of new lease is that described by the SPECIAL CONDITIONS; and 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 direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and 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:
terminate the CONTRACT; claim the deposit and any interest on it if held by a stakeholder;
forfeit the deposit and any interest on it;
resell the LOT; and 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:
terminate the CONTRACT; and 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: the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and 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 use all reasonable endeavours to obtain the licence at the SELLER'S expense; and 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 provide references and other relevant information; and 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: the BUYER is liable to pay interest; and 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: the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; 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 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
so state; or give no details of any ARREARS.
G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY; 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); 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;

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; 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 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: 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; 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 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: observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; give notice of assignment to the tenant; and 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: 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 this CONDITION G15 applies.
G15.2 The SELLER confirms that the SELLER: is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and 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 it is registered for VAT, either in the BUYER'S name or as a member of a VAT group; 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; article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and 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 of the BUYER'S VAT registration; that the BUYER has made a VAT OPTION; and 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 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
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: 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;
the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and 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: to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and 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 in its condition at COMPLETION; for such title as the SELLER may have; and 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: 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 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:
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. The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees. 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. 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: service charge expenditure attributable to each TENANCY;
payments on account of service charge received from each tenant; any amounts due from a tenant that have not been received;
any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
G22.4 In respect of each TENANCY, if the service charge account shows: that 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
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:
the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and 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: give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and 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: with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings; 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
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: on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and 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:
hold the warranty on trust for the BUYER; and 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:
procure that it becomes registered at the Land Registry as proprietor of the LOT; procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and 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: apply for registration of the TRANSFER; provide the SELLER with an official copy and title plan for the BUYER'S new title; and 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:
delivered by hand; or made electronically and personally acknowledged (automatic acknowledgement does not count); or
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: when delivered, if delivered by hand; or when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTs (Rights of Third Parties) Act 1999

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

G30 EXTRA GENERAL CONDITIONS

G30.1Sale by Private Treaty
The seller reserves the right to sell any part of the lot by private treaty before the auction.
G30.2 Liability of the Auctioneers
Neither the auctioneers, nor any of its parents, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees accept any liability under or in relating to the conditions or the lot (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales or turnover, loss of business, or any indirect, consequential or special loss or damage even if the auctioneers have been advised of the possibility of such loss.
G30.3 Priority of Conditions
If there is any conflict between the conditions, then any extra conditions shall prevail over the general conditions and any special conditions shall prevail over any extra conditions.

Memorandum

Contract Date _____

Name and address of SELLER

Name and address of BUYER

Name and address of BIDDER (if not the BUYER)

The LOT

The PRICE (excluding any VAT)

Deposit paid

The SELLER agrees to sell and the BUYER agrees to buy the LOT for the PRICE. This agreement is subject to the CONDITIONS so far as they apply to the LOT.

Signed by the BUYER

Signed by us as agent for the SELLER

We acknowledge receipt of the deposit

The SELLERs conveyancer is

The BUYERs conveyancer is



9 St Helens Street Ipswich IP4 1HE
01473 210200

www.goldingsauctions.co.uk