



# PROPERTY AUCTION CATALOGUE

**WEDNESDAY 20 NOVEMBER 2019 - 2PM**

Bawburgh Golf Club | Glen Lodge | Bawburgh  
Norwich | NR9 3LU



RESIDENTIAL | COMMERCIAL | AGRICULTURAL

# Arnolds | Keys

Welcome to our Autumn Property Auction. We are pleased to offer a variety of properties from all departments of Arnolds Keys which includes small parcels of amenity land, residential and commercial property.

The auction includes the following lots:

Lot:	Description:	Guide Price:
Lot 1	12 Rosary Road, Thorpe Hamlet, Norwich, NR1 1TA	£185,000 - £225,000
Lot 2	Amenity Land at Taverham, Norwich, Norfolk, NR8 6HS	£30,000 - £35,000
Lot 3	Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, NR11 8LP	£180,000 - £190,000
Lot 4	Flat 3, 34 The Boulevard, Sheringham, Norfolk, NR26 8LH	£75,000
Lot 5	Old Church Hall, The Street, Trowse, Norwich, NR14 8SX	£315,000
Lot 6	71-73 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0AA	£365,000
Lot 7	Mission Hall, 50 St. George's Road, Pakefield, Lowestoft, NR33 0JP	£195,000

Visit our website to discover the **complete** range of professional services on offer at **Arnolds Keys**.

[arnoldskeys.com](https://arnoldskeys.com)



12 Rosary Road, Thorpe Hamlet  
Norwich | Norfolk | NR1 1TA

**01603 620551**

2 Prince of Wales Road  
Norwich | NR1 1LB  
[norwich@arnoldskeys.com](mailto:norwich@arnoldskeys.com)





## LOT 1 - 12 Rosary Road | Thorpe Hamlet | Norwich | Norfolk | NR1 1TA

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### LOCATION

Thorpe Hamlet is a popular area to the east of the City of Norwich, giving easy access to the City Centre, Riverside, Carrow Road Football Stadium and Norwich railway station. The area is well served with shops, schools, restaurants and entertainment facilities.

### DIRECTIONS

From Norwich City train station turn right onto the A147. Proceed over the traffic lights onto Riverside Road. Turn right onto Rosary Road where the property will be located on the right-hand side, indicated by an Arnolds Keys For Sale board.

### DESCRIPTION

The property is approached through a traditional terrace garden with an established shrub lined pathway leading to a covered storm porch with chequered tile floor. The basement light well is on the left hand side.

You are welcomed into an **Entrance Hall** giving access to **Two Reception Rooms** and stairs leading to the first-floor **Landing** and **Basement** level. Original features are throughout including exposed floorboards, fireplaces and cornices. Stairs descend to the lower level arriving in a spacious **Kitchen** fitted with a range of base units, an electric oven, gas hob and stainless-steel single drainer sink. To the front of the property is the **Basement Studio** with a large walk-in cupboard. To the rear of the property is a **Bathroom**. A door from the kitchen leads into the **Rear Garden**.

The first-floor landing gives access to **Two Double Bedrooms** and a **Shower Room**. A ladder staircase gives access to an **Attic Room** with Velux windows to the front and rear.

### OUTSIDE

The rear garden features a paved pathway and established trees and shrubs.

### SERVICES

Mains water. Mains electricity. Mains drainage. Gas central heating.

### FIXTURES AND FITTINGS

All fixtures and fittings are included in the sale. If there is a particular item of interest please contact the office for clarification/confirmation.

### COUNCIL TAX

Band C

### ENERGY PERFORMANCE CERTIFICATE

Energy Performance Rating: E

### TENURE AND POSSESSION

The property is sold leasehold with circa 870 years remaining. The lease commenced on 25th March 1890 for a period of 999 years. The annual ground rent is £5.00. There is no service charge.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Norwich Office. Tel: 01603 620551.

### HEALTH AND SAFETY

Viewing is at your own risk and please take extra care and be vigilant when inspecting the site. For the avoidance of doubt neither the vendors nor the agent accept any liability.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600) per lot, payable on the day of the auction. Payment will be accepted by cheque or debit card only.

### LEGAL PACKS

A legal pack will be available on request from the agent's office.

### COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

### VENDOR'S SOLICITOR

Samantha Denham Solicitors, 10 Cambridge Road, Hastings, East Sussex, TN34 1DJ

Contact: Samantha Denham – 01424 718822

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to **"GENERAL REMARKS AND STIPULATIONS – ALL LOTS"** at the end of this catalogue.

### PLANNING

The property lies within the area administered by Norwich City Council to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property.

### RIGHTS OF WAY, EASEMENTS AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

### DISPUTES

Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

### PARTICULARS AND PLANS

These particulars and plans are based upon the Ordnance Survey metric editions and are believed to be correct, but their accuracy cannot be guaranteed. The purchaser(s) shall be deemed to have satisfied themselves as to the description of the property and all boundaries.

### AUTHORITIES

Norwich City Council: 01603 212420

Norfolk County Council: 0344 800 8020

**01603 620551**

2 Prince of Wales Road | Norwich | NR1 1LB

**[norwich@arnoldskkeys.com](mailto:norwich@arnoldskkeys.com)**

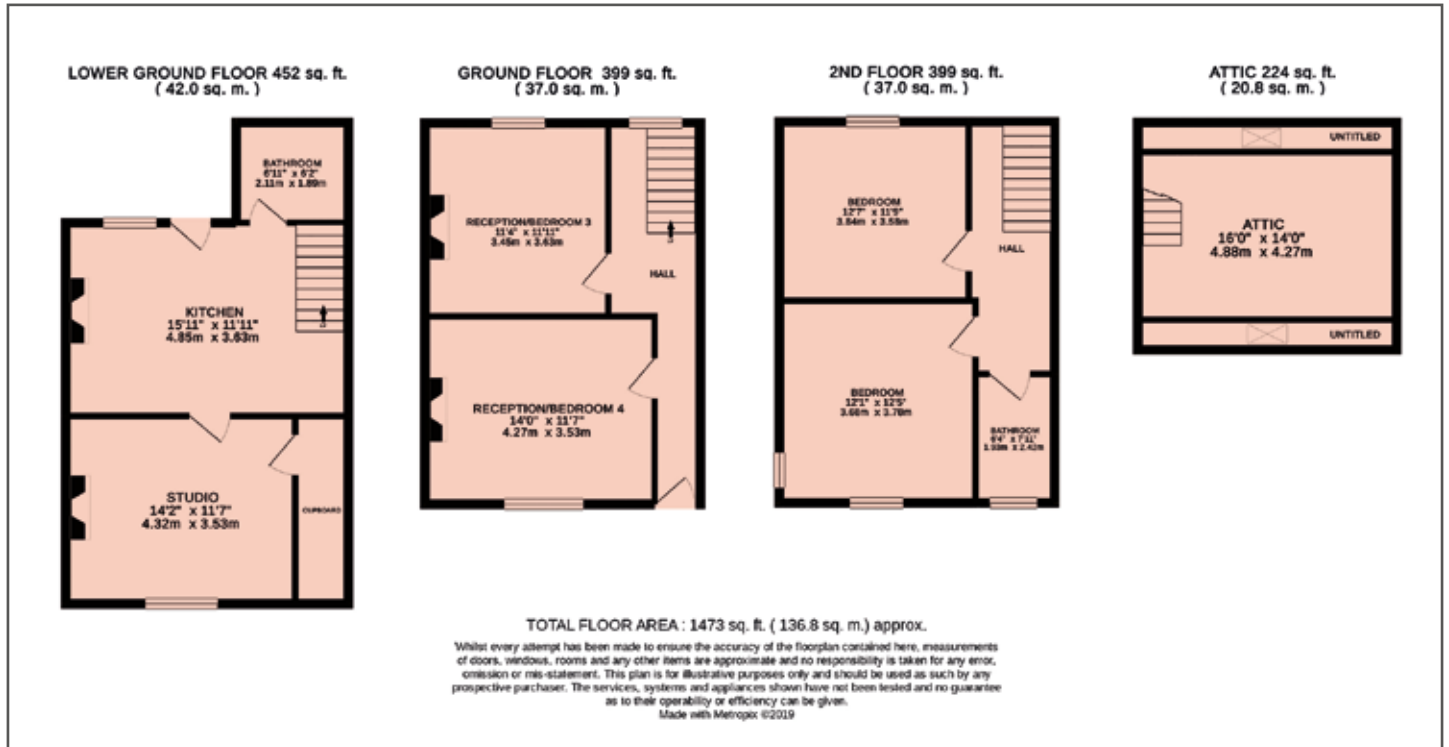
**Arnolds | Keys**

## VAT

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

## CONTACT

Lewis Bird (Norwich Office)  
Tel: 01603 620551  
Email: lewis.bird@arnoldskkeys.com



**01603 620551**

2 Prince of Wales Road | Norwich | NR1 1LB

[norwich@arnoldskkeys.com](mailto:norwich@arnoldskkeys.com)

**Arnolds | Keys**



**Amenity Land at Taverham**  
Norwich | Norfolk | NR8 6HS

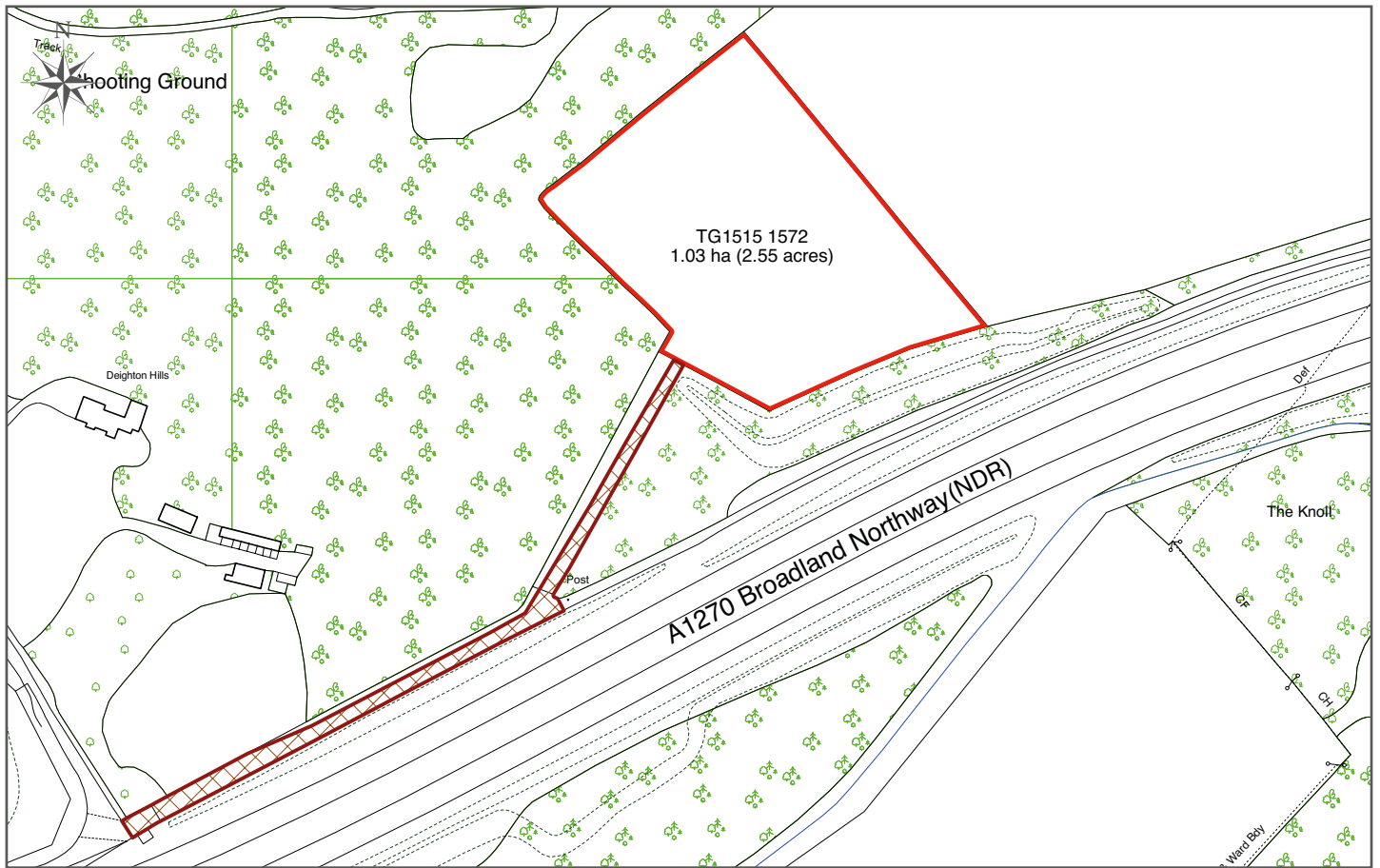
**01603 250808**

8 Market Place | Aylsham  
Norfolk | NR11 6EH  
[agricultural@arnoldskeys.com](mailto:agricultural@arnoldskeys.com)





## LOT 2 - Amenity Land at Taverham | Norwich | Norfolk | NR8 6HS



### DESCRIPTION

A single parcel of amenity land extending in total to 1.03 hectares (2.55 acres) or thereabouts. The land gently slopes towards the south east with the boundaries marked by a post and wire fence to the east and south and mature trees to the north and west. The land is accessed from the far-western NDR roundabout over a tarmac and gravel drive as hatched brown on the site plan.

The land is classified as Grade 3 with soils of the Freckenham, Hall, Sheringham and Redlodge soil series known to be sandy and coarse loam over sand. The land was in a cereal crop rotation up until 2015 and more recently fallow as part of the Basic Payment Scheme greening requirements.

### LOCATION

The property is located to the north west of the village of Taverham on the north side of the A1270 Broadland Northway (NDR). The market town of Reepham is approximately 7.1 miles to the north west whilst the City of Norwich is approximately 7.9 miles to the south east which both provide a range of shopping and amenity facilities.

### DIRECTIONS

From the outer Norwich ring road (Boundary Road) head out onto the A1067 Drayton High Road. Continue for 4.7 miles through the village of Drayton and continue along the A1067 Fakenham Road. At the

roundabout of the A1270 Broadland Northway (NDR) take the 2nd exit into Mid Norfolk Shooting School and follow the tarmac drive. At the left-hand bend continue straight and then bear left onto the gravel drive where the land will be found directly ahead. The nearest postcode is NR8 6HS. The land will be identified by a For Sale Board.

### VIEWING

Viewings are to be carried out at any reasonable time with a copy of these particulars in hand. We would ask that you notify the office of when you are intending to visit and ask you to be careful and vigilant when making your inspection for your own personal safety.

### METHOD OF SALE

The property is offered for sale by public auction. A legal pack is available on request from the agent's office.

### TENURE AND POSSESSION

The property is sold freehold with vacant possession.

### MINERALS, TIMBER AND SPORTING RIGHTS

In so far as they are owned by the vendor the mineral, timber and sporting rights are included in the sale.

### BASIC PAYMENT SCHEME (BPS)

The land is eligible for claiming the Basic Payment Scheme and 1.03 Ha of Entitlements will be included within the sale.

**01603 250808**

8 Market Place | Aylsham | Norfolk | NR11 6EH

[agricultural@arnoldskeys.com](mailto:agricultural@arnoldskeys.com)

**Arnolds | Keys**

Irelands Agricultural

## ENVIRONMENTAL STEWARDSHIP

None.

## OUTGOINGS

None.

## DESIGNATIONS

The land is within a groundwater Nitrate Vulnerable Zone (NVZ) and Drinking Water Protected Area (Surface Water), Drinking Water Safeguard Zone (Surface Water) and a Source Protection Zone.

## RIGHTS OF WAY, EASEMENTS, WAYLEAVE AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

## PLANNING

The property lies within the area administered by Broadland District Council, to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property. The land has been put forward for development under the Greater Norwich Local Plan Regulation 18 Consultation (Ref no: GNLP2144).

## AUTHORITIES

Broadland District Council: 01603 431133  
Norfolk County Council: 0344 800 8020  
Environment Agency: 03708 506 506  
Rural Payments Agency: 03000 200 301

## VENDORS SOLICITORS

Hansells Solicitors, 13 The Close, Norwich, Norfolk, NR1 4DS  
Contact: Chris Burgess – 01603 275834

## DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600), payable on the day of the auction. Payment will be accepted by cheque or debit card only.

## LEGAL PACKS

A legal pack will be available on request from the agent's office.

## COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

## MONEY LAUNDERING REGULATIONS

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## VAT

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

## PARTICULARS AND PLANS

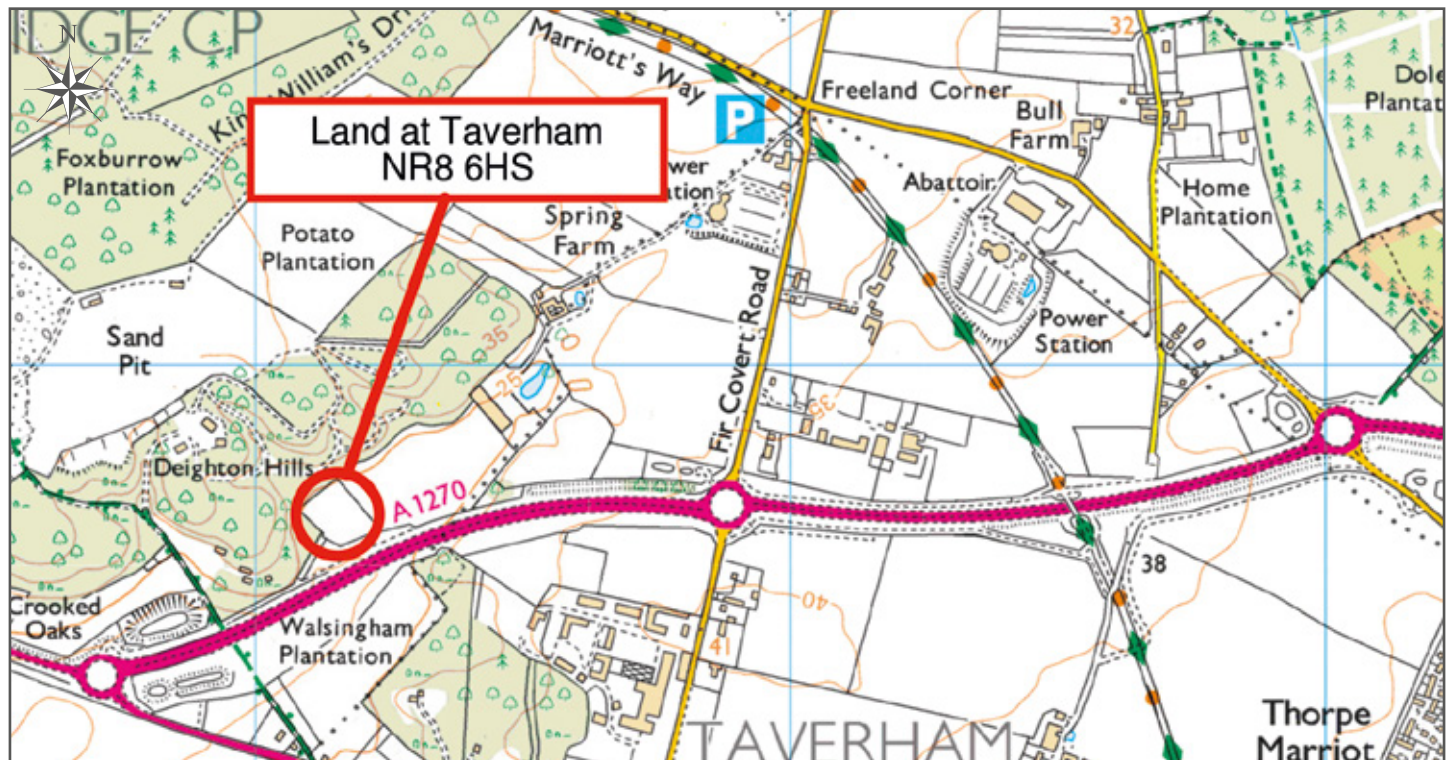
These particulars and plans are based upon the Ordnance Survey metric editions are believed to be correct, but their accuracy cannot be guaranteed.

## DISPUTES

Should any dispute arise between the Vendor(s) and Purchaser(s) as to the boundaries, fences or any other point arising out of these, the Agents decision shall be final and binding upon all parties.

## CONTACT

Matthew Davey  
Tel: 01603 250808  
Email: matthew.davey@arnoldskeys.com



**01603 250808**

8 Market Place | Aylsham | Norfolk | NR11 6EH

[agricultural@arnoldskeys.com](mailto:agricultural@arnoldskeys.com)

**Arnolds | Keys**

Irelands Agricultural





**Flat 1, Rillbank Court**  
Beckmeadow Way | Mundesley | NR11 8LP

**01263 512026**

27a Church Street | Cromer  
Norfolk | NR27 9ES  
[cromer@arnoldskeys.com](mailto:cromer@arnoldskeys.com)





## LOT 3 - Flat 1, Rillbank Court | Beckmeadow Way | Mundesley | NR11 8LP

### LOCATION

A ground floor apartment within a converted house located off Beckmeadow Way in the renowned coastal village of Mundesley. The property enjoys a position just a stone's throw from the beach and village amenities.

Mundesley is located on the North Norfolk Coast approximately 9 miles to the east of Cromer and 20 miles to the north east of the City of Norwich.

### DIRECTIONS

When entering Mundesley on the B1145 Knapton Road turn left and then immediately right onto B1145 High Street. Follow the road for 0.2 miles. Turn right onto Beckmeadow Way and continue for 0.1 miles. The property will be on your left hand side and indicated by a For Sale board.

### DESCRIPTION

This ground floor flat is perfect as a starter-home, an investment, or a second home. The flat has the benefit of **Two Attic Rooms** accessed via a bespoke hand-built staircase.

The **Kitchen** and **Utility** are well-fitted in a country style with built-in appliances, a butler sink and slate-effect floors. A Sitting Room, **Bathroom**, **Cloakroom** and **Two Double Bedrooms** are also located on the ground floor offering spacious accommodation. A **Conservatory** and **Garden Room** both provide views of the private wrap-around garden.

### OUTSIDE

The property benefits from a private garden with the Mundesley Beck passing through, in addition to an allocated parking space and additional communal garden space.

### SERVICES

Mains water. Mains electricity. Mains drainage. Gas central heating.

### FIXTURES AND FITTINGS

All fixtures and fittings are included in the sale. If there is a particular item of interest please contact the office for clarification/confirmation.

### COUNCIL TAX

Band A

### ENERGY PERFORMANCE CERTIFICATE

Energy Efficiency Rating: D (60)

### TENURE AND POSSESSION

The property is sold leasehold with 69 years remaining. The lease commenced in 1989 for a period of 99 years. The owner of the leasehold interest will hold a 1/6th share in the freehold of Rillbank Court. The ground rent is £100 per annum. The service charge is £350 per annum.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Cromer Office. Tel: 01263 512026.

### HEALTH AND SAFETY

Viewing is at your own risk and please take extra care and be vigilant when inspecting the site. For the avoidance of doubt neither the vendors nor the agent accept any liability.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600) per lot, payable on the day of the auction. Payment will be accepted by cheque or debit card only.

### COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

### VENDOR'S SOLICITOR

Atwells Solicitors, Sun Buildings, 35-37 Princes Street, Ipswich, IP1 1PU

Contact: Tanya Warnes (01473 229857)

### LEGAL PACK

A legal pack is available on request from the agent's office.

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to "**GENERAL REMARKS AND STIPULATIONS – ALL LOTS**" at the end of this catalogue.

### PLANNING

The property lies within the area administered by North Norfolk District Council to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property.

### RIGHTS OF WAY, EASEMENTS AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

### DISPUTES

Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

### PARTICULARS AND PLANS

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### AUTHORITIES

North Norfolk District Council: 01263 513811

Norfolk County Council: 0344 800 8020

**01263 512026**

27a Church Street | Cromer | Norfolk | NR27 9ES

**cromer@arnoldkeys.com**

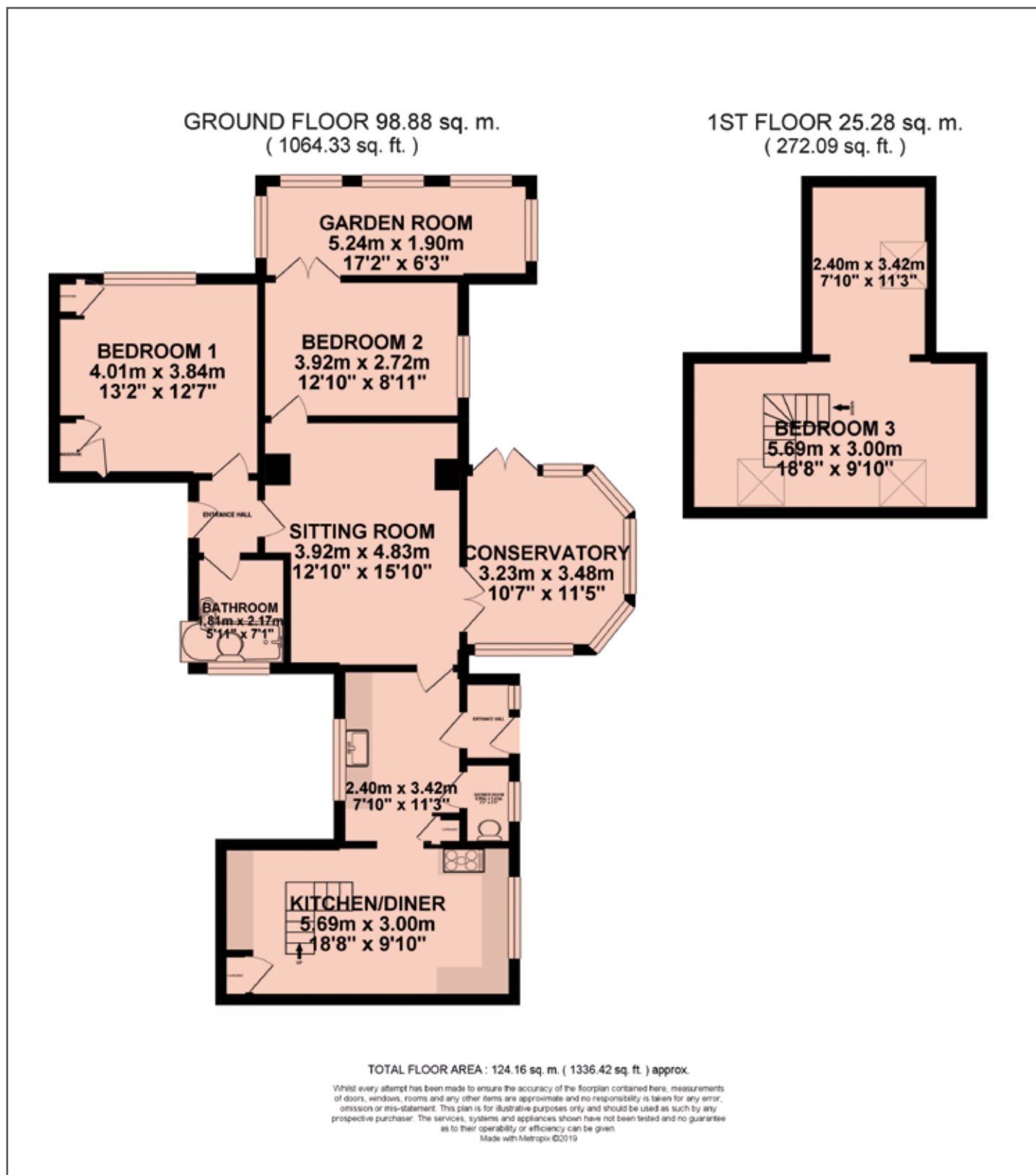
**Arnolds | Keys**

**VAT**

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

**CONTACT**

Lara Hall (Cromer Office)  
Tel: 01263 512026  
Email: lara.hall@arnoldskkeys.com

**01263 512026**

27a Church Street | Cromer | Norfolk | NR27 9ES

**cromer@arnoldskkeys.com****Arnolds | Keys**



Flat 3, 34 The Boulevard  
Sheringham | Norfolk | NR26 8LH

01263 822373

11 Station Road | Sheringham  
Norfolk | NR26 8RE  
sheringham@arnoldskeys.com





## LOT 4 - Flat 3, 34 The Boulevard | Sheringham | Norfolk | NR26 8LH

### LOCATION

Sheringham is a Victorian coastal town located on the North Norfolk coast, benefitting from a Blue Flag beach status. There is a wide promenade running the length of the town. This popular town also benefits from the North Norfolk Steam Railway plus many events throughout the year to include a carnival, 1940's weekend, Viking Festival and a popular Crab and Lobster Festival.

### DIRECTIONS

On arriving in Sheringham at the roundabout on Holway Road take the first exit towards Weybourne. Take the first right-hand turn over the railway bridge onto Church Street. Take the next left-hand turn next to St Peters Church onto The Boulevard. The property can then be found on the right-hand side and will be indicated by an Arnolds Keys For Sale board.

### DESCRIPTION

This first-floor apartment is blessed with space and is a conversion of a Victorian town house. The Boulevard is a popular location being within the town centre and only a short stroll away from both the sea front and all the town's facilities. The apartment has been re-carpeted and benefits from a new Worcester Bosch combination gas fired boiler. A communal entrance with entry phone system still has the original diamond pattern Victorian tiling.

### FIRST FLOOR

A private entrance with a stripped pine door gives access to an inner hallway.

**Sitting dining room (16' 1" X 14' max)** with feature open fireplace and inset wood-burning stove (not in use), radiator. The room has a large bay window to the side aspect and stairs leading down to:

**Kitchen (13' X 7'4")** with rear facing sash window looking towards the coast. A combination of wall and base units with laminated work surfaces, space and plumbing for all of the usual appliances. There is a new wall mounted combination gas fired boiler providing central heating and domestic hot water. Finally, there is a handy built in storage cupboard.

**Double Bedroom (13' X 11' max)** with two secondary double-glazed front facing sash windows, two built in wardrobes and a radiator.

**Bathroom** fully-tiled with a panelled bath and electric shower unit over, close coupled WC and wash hand basin on a pedestal, radiator and built in linen cupboard with slatted shelving.

### OUTSIDE

The property benefits from communal gardens and off-road parking.

### SERVICES

Mains water. Mains electricity. Mains drainage. Gas central heating.

### FIXTURES AND FITTINGS

All fixtures and fittings are included in the sale. If there is a particular item of interest please contact the office for clarification/confirmation.

### COUNCIL TAX

Band B

### ENERGY PERFORMANCE CERTIFICATE

Energy Performance Rating: F

### TENURE AND POSSESSION

The property is sold leasehold. There are 66 years remaining on the lease. The annual ground rent is £100 and there is an annual service charge of £300.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Sheringham Office. Tel: 01263 822373.

### HEALTH AND SAFETY

Viewing is at your own risk and please take extra care and be vigilant when inspecting the site. For the avoidance of doubt neither the vendors nor the agent accept any liability.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600) per lot, payable on the day of the auction. Payment will be accepted by cheque or debit card only.

### LEGAL PACKS

A legal pack will be available on request from the agent's office.

### COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

### VENDOR'S SOLICITOR

Clapham & Collinge, 3 Augusta Street, Sheringham, NR26 8LA

Contact: Rosemary Farman – 01263 820465

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to "GENERAL REMARKS AND STIPULATIONS – ALL LOTS" at the end of this catalogue.

### PLANNING

The property lies within the area administered by North Norfolk District Council to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property.

### RIGHTS OF WAY, EASEMENTS AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

### DISPUTES

Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

**01263 822373**

11 Station Road | Sheringham | Norfolk | NR26 8RE

[sheringham@arnoldskeys.com](mailto:sheringham@arnoldskeys.com)

**Arnolds | Keys**

**PARTICULARS AND PLANS**

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**AUTHORITIES**

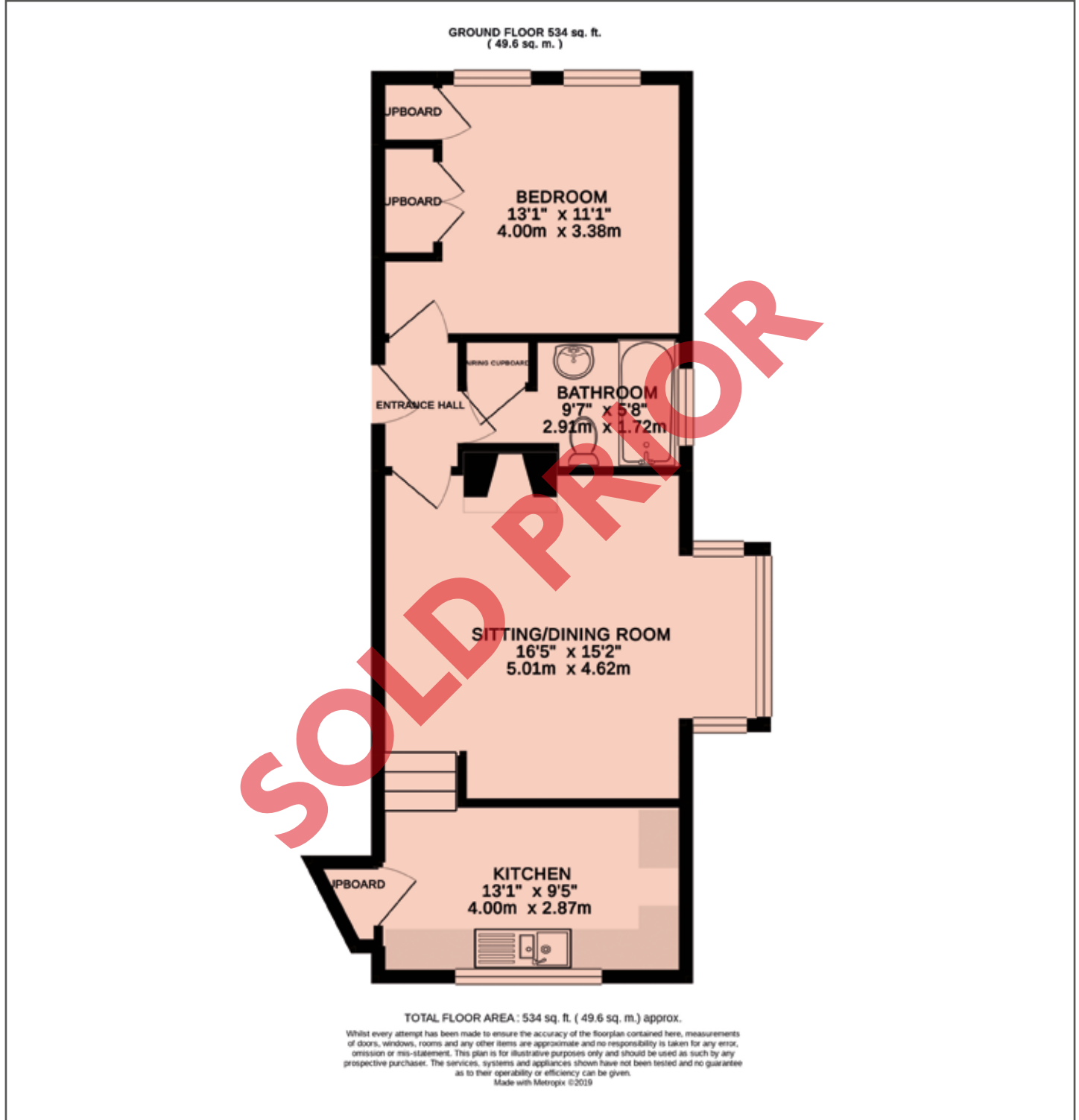
North Norfolk District Council: 01263 513811  
Norfolk County Council: 0344 800 8020

**VAT**

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

**CONTACT**

Allan Saunders  
Tel: 01263 822373  
Email: allan.saunders@arnoldskeys.com



**01263 822373**

11 Station Road | Sheringham | Norfolk | NR26 8RE  
[sheringham@arnoldskeys.com](mailto:sheringham@arnoldskeys.com)

**Arnolds | Keys**



### Old Church Hall (Office/Studio Premises) The Street | Trowse | Norwich | NR14 8SX

**01603 620551**

2 Prince of Wales Road  
Norwich | NR1 1LB  
[norwich@arnoldskeys.com](mailto:norwich@arnoldskeys.com)





## LOT 5 - Old Church Hall (Office/Studio Premises) | The Street | Trowse | Norwich | NR14 8SX

### LOCATION

The property is located in Trowse, a popular and desirable part of Norwich situated on the outskirts of the city and close to the A47. The property is adjacent to St Andrews Church on The Street.

### DIRECTIONS

From Norwich head south east onto Rouen Road and continue for 0.5 miles onto King Street. After 0.4 miles turn left onto A147/Bracondale (signposted for 'Ring Road' and 'All Routes'). At the roundabout, take the second exit onto Bracondale and continue for 0.3 miles onto The Street. The property will then be found on your right opposite the River Yare. The postcode for the property is NR14 8SX.

### DESCRIPTION

The property comprises a detached brick and flint former church hall with ground and first floor accommodation and additional **Kitchen** and **WC** facilities. The current planning use is D1. The property benefits from central heating.

Due to the installation of the first floor some of the ground floor windows fronting The Street have restricted window height.

On street car parking is available on the adjoining streets.

Pedestrian access is via a gate on the north-eastern edge of the property where it adjoins The Street only. This leads around to the side of the hall to a rear door.

### ACCOMMODATION

We have measured the property in accordance with the RICS Code of Measuring Practice and calculate the following approximate gross internal floor areas:

Description	m <sup>2</sup>	sq ft
Ground Floor:	126.00	1,366.00
First Floor:	44.56	480.00
<b>Total GIA:</b>	<b>170.56</b>	<b>1,846.00</b>

The site area is approximately 0.11 acres.

### SERVICES

Mains water. Mains electricity. Mains drainage. Mains gas.

### BUSINESS RATES

The property has been entered onto the Valuation Office Agency (VOA) website as the following:

Description: Studio and Premises  
Rateable Value: £9,300  
Rates Payable 2019/2020: £4,566.30

### ENERGY PERFORMANCE CERTIFICATE

The property is listed by association and is exempt from having an EPC.

### TENURE AND POSSESSION

The property is sold freehold with vacant possession.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Commercial Department Office. Tel: 01603 216825.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

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### COMPLETION

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### VENDOR'S SOLICITOR

Birketts, Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB

Contact: William Foley (01603 756522)

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to "**GENERAL REMARKS AND STIPULATIONS – ALL LOTS**" at the end of this catalogue.

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Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

### PARTICULARS AND PLANS

These particulars and plans are based upon the Ordnance Survey metric editions and are believed to be correct, but their accuracy cannot be guaranteed. The purchaser(s) shall be deemed to have satisfied themselves as to the description of the property and all boundaries.

### AUTHORITIES

South Norfolk Council: 01508 533701  
Norfolk County Council: 0344 800 8020

**01603 620551**

2 Prince of Wales Road | Norwich | NR1 1LB

[norwich@arnoldskays.com](mailto:norwich@arnoldskays.com)

**Arnolds | Keys**

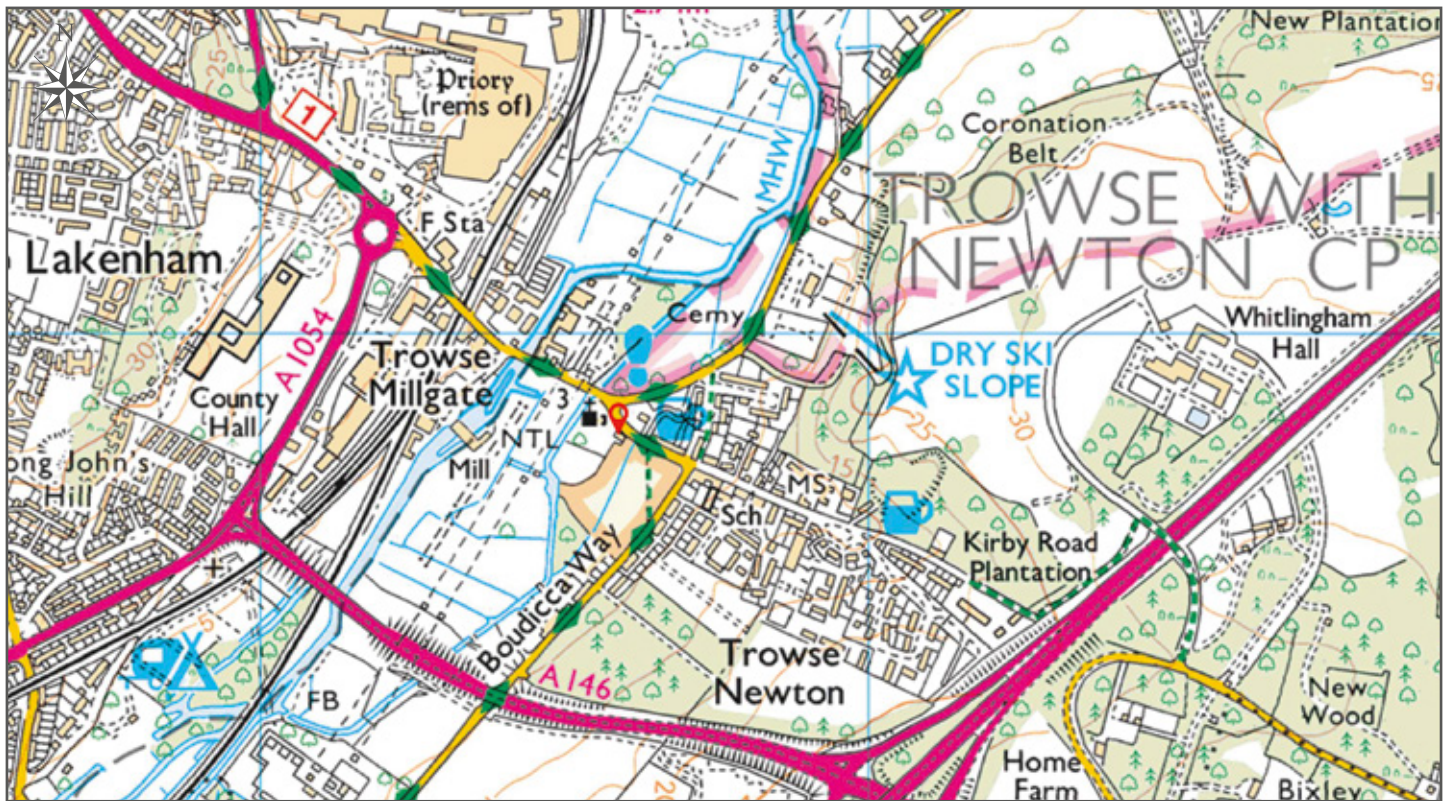


**VAT**

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

**CONTACT**

Mark Mayhew (Commercial Department - Norwich Office)  
Tel: 01603 216825  
Email: mark.mayhew@arnoldskeys.com



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2 Prince of Wales Road | Norwich | NR1 1LB

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**71-73 Yarmouth Road (Mixed Use)**  
Thorpe St Andrew | Norwich | NR7 0AA

**01603 620551**

2 Prince of Wales Road  
Norwich | NR1 1LB  
[norwich@arnoldskeys.com](mailto:norwich@arnoldskeys.com)





## LOT 6 - 71-73 Yarmouth Road (Mixed Use) | Thorpe St Andrew | Norwich | NR7 0AA

### LOCATION

An attractive property investment overlooking the river green in Thorpe St Andrew, Norwich, fronting the main Yarmouth Road, the A1242.

The property has frontage onto Yarmouth Road, approximately 1 mile east of Norwich city centre. The immediate surrounding area is predominantly residential although there are a number of commercial uses nearby including Chaplin Farrant Architects, The Buck and Rushcutters Public Houses and Harleys Café and Barbers Shop.

### DIRECTIONS

From the centre of Norwich head south east on Prince of Wales Road and continue straight at the traffic lights at Norwich train station to continue onto A1242 Thorpe Road. Continue for 1.5 miles and the property will be located immediately on your left-hand side. The postcode for the property is NR7 0AA.

### DESCRIPTION

The property comprises a mid-terrace building built of traditional brick and part flint construction under a pitched pantile roof. The property has been altered over the years to provide a ground floor shop, with access to the side leading to an attractive four bedroom maisonette arranged over ground, first and second floors.

The shop is let as a beauty salon, which has a display window to Yarmouth Road and is under a flat roofed front extension. This opens into a larger trading area which is fitted out with hairdressing stations and a rear consulting room.

The residential accommodation is accessed through a door from Yarmouth Road leading to an attractive courtyard and then a **Hall/Utility** room. There is a rear WC. There is a large and spacious **Kitchen/Diner** with extensive windows to the rear garden, and from this area there are stairs to the first floor. A **Living Room**, overlooking the river green, a **Front Bedroom**, **Two Rear Bedrooms** and a **Bathroom** are on the first floor. On the second floor, accessed via stairs from the living room is a **Fourth Bedroom**.

Externally to the rear there is a large garden, with separate access via a garage from the side lobe.

### ACCOMMODATION

The ground floor retail property provides the following accommodation:

Description	sqm	sq ft
Main retail area	37.40	403
Treatment rooms / Storage	22.40	241
WC	---	---
<b>Total Net Internal Area (NIA)</b>	<b>59.80</b>	<b>644</b>

**Including the residential accommodation the total Gross Internal Area (GIA) is 137sqm/1483 sq ft.**

### ESTATES AGENT ACT - NOTIFICATION

Under the Estate Agent's Act we are instructed to notify that the vendor is a connected party to Arnolds Keys.

### TENURE

The property is held freehold, subject to leases and tenancies as follows:-

Ground Floor Shop (edged blue on the plan): a new 5 year lease has been agreed to 4 Angels Hair & Beauty at a rent of **£9,000 per annum** expiring in April 2024.

The Maisonette: (edged red on the plan) let for approximately the last 5 years to the same family at a rent of **£875 per calendar month**. Negotiations have not commenced in respect of a new tenancy but the purchasers are at liberty to do so. The rear garden and garage is included with the residential maisonette.

### SERVICES

Mains water. Mains electricity. Mains drainage.

### BUSINESS RATES

The property has been entered onto the Valuation Office Agency (VOA) website as the following:

Description: Shop and Premises

Rateable Value: £8,400

Rates Payable 2019/2020: £4,124.40

### COUNCIL TAX

The residential parts of the property are within Council Tax Band C.

### ENERGY PERFORMANCE CERTIFICATE

The retail property has an EPC rating of C.

The residential property has an EPC rating of E.

### TENURE AND POSSESSION

The property is sold freehold subject to the existing tenancy agreements.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Commercial Department Office. Tel: 01603 216825.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600) per lot, payable on the day of the auction. Payment will be accepted by cheque or debit card only.

### LEGAL PACKS

A legal pack for each lot will be available on request from the agent's office prior to the auction.

### COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

### VENDOR'S SOLICITOR

Cozens Hardy LLP, Castle Chambers, Opie Street, Norwich, NR1 3DP

Contact: Daniel Evans – 01603 724676

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid

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**norwich@arnoldskkeys.com**

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documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to **“GENERAL REMARKS AND STIPULATIONS – ALL LOTS”** at the end of this catalogue.

#### PLANNING

The property lies within the area administered by Broadland District Council to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property.

#### RIGHTS OF WAY, EASEMENTS AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

#### DISPUTES

Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

#### PARTICULARS AND PLANS

These particulars and plans are based upon the Ordnance Survey metric editions and are believed to be correct, but their accuracy cannot be guaranteed. The purchaser(s) shall be deemed to have satisfied themselves as to the description of the property and all boundaries.

#### AUTHORITIES

Broadland District Council: 01603 431133  
Norfolk County Council: 0344 800 8020

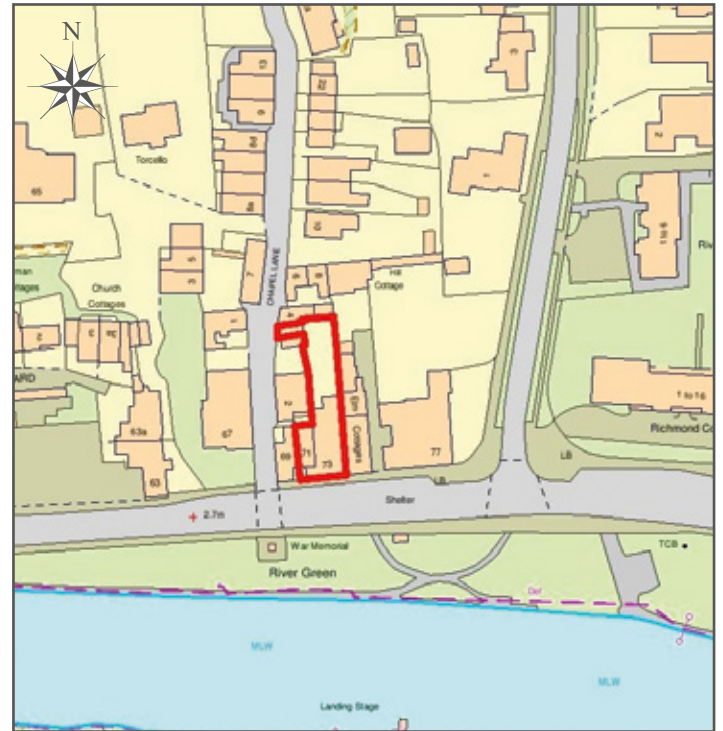
#### VAT

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT,

such tax will be payable by the purchaser(s) in addition to the contract price.

#### CONTACT

Mark Mayhew (Commercial Department - Norwich Office)  
Tel: 01603 216825  
Email: mark.mayhew@arnoldskeys.com



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## Mission Hall (Community Hall)

St George's Road | Pakefield | Lowestoft | NR33 0JP

**01603 620551**

2 Prince of Wales Road  
Norwich | NR1 1LB  
norwich@arnoldskeys.com





## LOT 7 - Mission Hall (Community Hall) | St George's Road | Pakefield | Lowestoft | NR33 0JP

### LOCATION

Pakefield, together with other local villages, forms the conurbation of Lowestoft, England's most easterly town. The property is situated in a densely populated residential area, approximately 2 miles to the south of the town centre.

### DIRECTIONS

From Lowestoft head south west onto the A47 (signposted for Ipswich/A12). Continue for 0.3 miles and at the roundabout take the 1st exit to continue onto the A47. Continue for 0.5 miles onto Pier Terrace/A12 and at the roundabout take the 3rd exit onto Horn Hill/A12. At the second roundabout take the 2nd exit onto Tom Crisp Way/A12. Continue for 0.7 miles and then turn left onto Blackheath Road and turn immediately right to continue onto Blackheath Road. After 150 metres turn left onto The Avenue and continue for 0.4 miles and then turn left onto London Road/B1532 and turn immediately right onto Short Street, then turn right onto All Saints Road. Continue for 90 metres and then turn left onto St Georges Road and the property will be located on your left. The postcode for the property is NR33 0JH.

### DESCRIPTION

The property comprises a regular shaped site, on one side of which is positioned a single storey building of brick construction with a pitched tiled roof. The building is currently utilised as a mission hall.

Accommodation comprises an **Open Meeting Hall**, additional **Meeting Area**, **Kitchen** and **Ancillary Space**.

There is an area of land to one side which provides off-road car parking or alternatively can provide space for external activities.

### ACCOMMODATION

We have measured the property in accordance with the RICS Code of Measuring Practice and calculate the following:

Total Gross Internal Area (GIA): 177.86 sqm (1914 sq ft)  
Site Area: 0.12 acres (0.05 hectares)

### SERVICES

Mains electricity. Mains water.

### BUSINESS RATES

Please contact the agent for further details.

### ENERGY PERFORMANCE CERTIFICATE

Please contact the agent for further details.

### TENURE AND POSSESSION

The property is sold freehold with vacant possession.

### VIEWING

Strictly by appointment with the agents. Contact Arnolds Keys Commercial Department Office. Tel: 01603 216825.

### METHOD OF SALE

The property is offered for sale by public auction.

### DEPOSIT AND ADMINISTRATION FEE

The successful purchaser(s) will be required to pay a deposit of 10% of the purchase price plus an administration fee of £500 plus VAT (£600) per lot, payable on the day of the auction. Payment will be accepted by cheque or debit card only.

### LEGAL PACKS

A legal pack will be available on request from the agent's office.

### COMPLETION

Completion will take place on 18th December 2019 or earlier by arrangement.

### VENDOR'S SOLICITOR

Cozens Hardy LLP, Castle Chambers, Opie Street, Norwich, NR1 3DP

Contact: Daniel Evans – 01603 724676

### MONEY LAUNDERING REGULATIONS

Anyone hoping to bid at the auction must bring with them photographic identification together with proof of address. If you are the successful bidder we will take copies of your identification for our file. Valid documents include: photo card driving licence or passport and a recent utility bill or mortgage statement which must be in your own name and no more than 3 months old (mobile phone bills are not accepted). For additional information relevant to agents and/or solicitors acting on behalf of bidders, please refer to **"GENERAL REMARKS AND STIPULATIONS – ALL LOTS"** at the end of this catalogue.

### PLANNING

The property lies within the area administered by East Suffolk Council to whom interested parties are advised to make their own enquiries in respect of any planning issues and development opportunities for the property.

### RIGHTS OF WAY, EASEMENTS AND COVENANTS

The property is sold subject to and with the benefit of all easements, rights of way, privileges etc. which may affect the same, whether mentioned hereto or not.

### DISPUTES

Should any dispute arise between the vendors and purchaser(s) as to the boundaries, fences or any other point arising out of these, the agent's decision shall be final and binding upon all parties.

### PARTICULARS AND PLANS

These particulars and plans are based upon the Ordnance Survey metric editions and are believed to be correct, but their accuracy cannot be guaranteed. The purchaser(s) shall be deemed to have satisfied themselves as to the description of the property and all boundaries.

### AUTHORITIES

East Suffolk Council: 0333 016 2000

Norfolk County Council: 0344 800 8020

### VAT

In addition to the purchase price, should any sale of the property or any right attached to it become a chargeable supply for the purposes of VAT, such tax will be payable by the purchaser(s) in addition to the contract price.

### CONTACT

Mark Mayhew (Commercial Department - Norwich Office)

Tel: 01603 216825

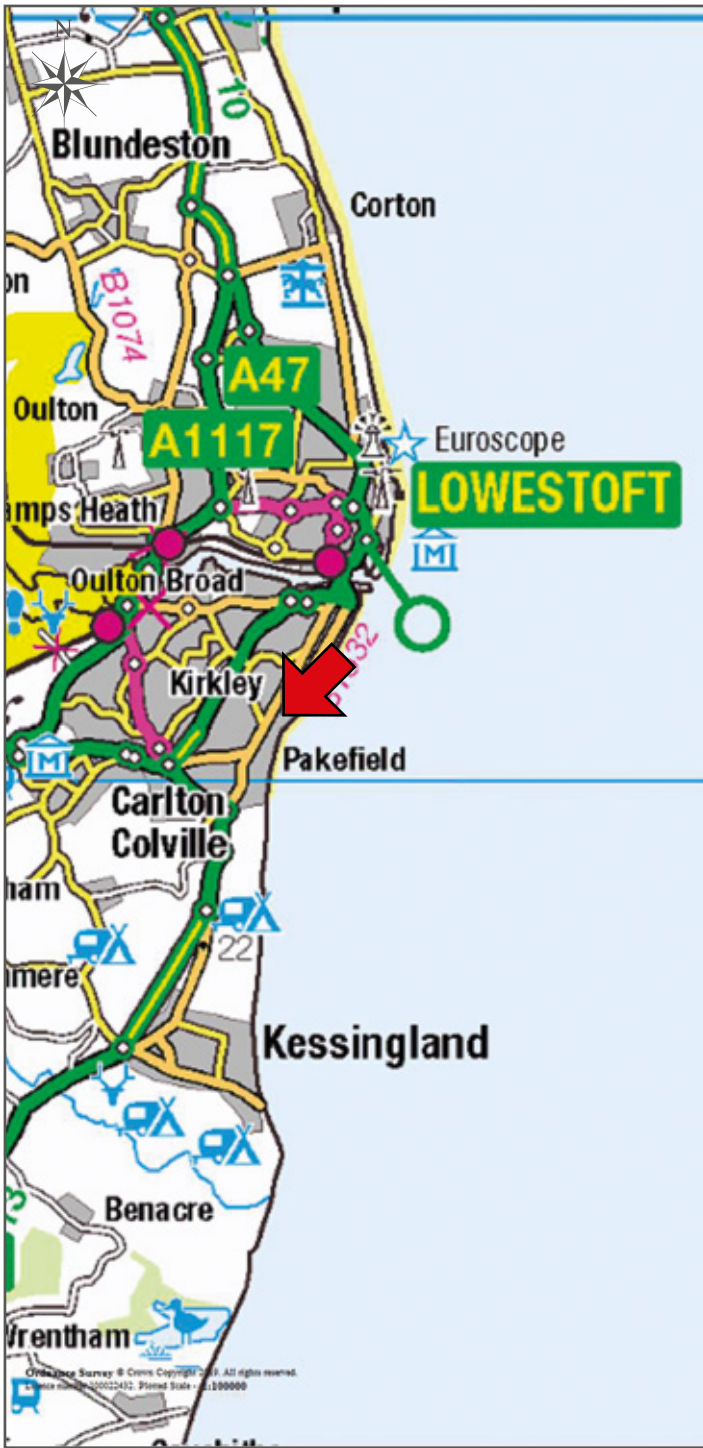
Email: mark.mayhew@arnoldskeys.com

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**norwich@arnoldskeys.com**

**Arnolds | Keys**



## IMPORTANT NOTICE – ALL LOTS

These particulars have been prepared in good faith to give a fair overall view of the property. If any points are particularly relevant to your interest in the property, please ask for further information/verification.

Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment or facilities are in good working order. Prospective purchasers should satisfy themselves on such matters prior to purchase. The purchaser(s) shall be deemed to acknowledge that he has not submitted his offer in reliance on any of the said statements, that he has satisfied himself as to the content of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the vendor or his servants, or agents, in relation to, or in connection with the property. All the Lots are sold with all faults and defects whether of condition or otherwise, and the vendors are not responsible for any such faults or defects, or for any statement contained in the particulars.

Any error, omission, or mis-statement in any of the said statements should not entitle the purchaser(s) to rescind or be discharged from the contract, nor entitle either party to compensation or damages, nor in any circumstances give either party cause for action. Photographs dated October 2019; Particulars dated October 2019.

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# GENERAL REMARKS AND STIPULATIONS – ALL LOTS



## IMPORTANT BUYERS INFORMATION

(ALL LOTS ARE SOLD SUBJECT TO SPECIAL CONDITIONS OF SALE)

### 1. CONDITIONS OF SALE

Special conditions of sale relating to each property are available upon request from the Auctioneers, prior to the auction date. Purchasers will be deemed to have inspected these Special Conditions of sale and will be legally bound by these Conditions, which will form part of the Memorandum of Sale. It is strongly advised that you consult your solicitor prior to bidding at the auction, and it is essential that prospective purchasers will have made the necessary pre-contract searches and enquiries.

### 2. AUCTION PROCEDURE AND LEGAL MATTERS

Common Auction Conditions together with Special Conditions of Sale are available on request from the Auctioneers office or can be downloaded from our website, or from solicitors acting for the various properties.

### 3. VIEWINGS

All viewings are strictly by appointment with the Auctioneers. Where viewing times are specified a representative from Irelands/Arnolds Keys will be in attendance and you may view without an appointment.

### 4. GUIDE PRICES AND RESERVES

Guide prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide. This reserve price is confidential. Prospective purchasers are advised to check with the Auctioneers regarding any amendments. Neither the client nor Irelands/Arnolds Keys will be liable for any loss or expense incurred by prospective buyers as a result of guides/reserves being increased prior to the sale.

### 5. WITHDRAWAL OF LOTS

The Auctioneers reserve the right to withdraw any of the lots prior to the auction date, therefore prospective purchasers should check with the Auctioneers the day before the sale to ensure the availability of the lots.

### 6. PARTICULARS

The particulars have been carefully prepared and are believed to be correct, but no warranty of accuracy is given or implied and with the property being open to inspection, purchasers shall be deemed to have satisfied themselves that it is correctly described in all respects, both as to quantity and otherwise and no error or mis-statement shall annul the sale, nor in any circumstances give grounds for any action in Law, nor shall such error or mis-statement be deemed a ground for payment of compensation.

### 7. EASEMENTS

The property is sold subject to and with the benefit of all easements and privileges as legally affect or belong to the property.

### 8. DEPOSIT

Prospective purchasers should note that a deposit of 10% of the purchase price shall be paid by cheque or debit card (cash not acceptable) to the Auctioneers as agents for the vendor, subject to the minimum payment of £5,000. Due to regulations regarding Money Laundering, the Buyer must provide proof of identity and address prior to contracts being signed in the Auction Room. Acceptable documents are listed under Item 12 below.

### 9. INSURANCE

The successful bidder will be responsible for Buildings insurance at the fall of the hammer.

### 10. DISPUTES

Should any disputes arise between the Vendor and the Purchaser as to the interpretation of any part of the said particulars and General Remarks

and Stipulations, or as to any matter therein contained, the same shall be referred to the arbitration of the Auctioneers whose decision shall be conclusive and binding on all parties.

### 11. SCHEDULE

The Purchaser shall be deemed to have satisfied himself as to the description of the property and any error or mis-statement shall not annul the sale or entitle either party to compensation in respect thereof.

### 12. MONEY LAUNDERING REGULATIONS

In order to meet our legislative requirements under the Money Laundering Regulations, bidders should bring identification documentation such as passport, driving licence or utility bill to the auction on the day. Bidders should provide one document from each list:

Identity Documents:

Current signed passport

Current UK photo card driving licence

Firearms Certificate

Evidence of Address:

Current full UK driving licence

A utility bill issued within the last 3 months

A Local Authority tax bill

Bank, building society or credit unit statement or most recent mortgage statement from a UK lender

A driving licence can be used as evidence for either one or the other but not for both.

Agents or solicitors acting on behalf of purchasers will be required to confirm that they have complied with Money Laundering Regulations and provide certified copies of identification documents.

### 13. ADMINISTRATION CHARGE

In addition to the deposit required upon exchange of contracts, buyers will be required to pay an administration fee. This charge amounts to £500 plus VAT and can be paid by cheque or debit card. A full VAT receipt will be issued by the agents following the auction. These arrangements include pre-auction purchases.

### 14. TELEPHONE OR PROXY BIDDING

Prospective purchasers should be aware that we do offer this service and details are available from the Auctioneers upon request. Should there be any queries please consult the office of the Auctioneers.

### 15. NON ATTENDING BIDS

On the auction day, if a bid is received in the auction room which is the same as a non-attending bid then this bid will take precedence over the non-attending bid.

### MISREPRESENTATION ACT 1967

1. The property is sold with all faults and defects whether of condition or otherwise and neither the vendors nor Messrs Irelands, Arnolds Keys, Agents for the Vendor are responsible for such faults or defects or for any statement contained in the particulars of the lots by the said Agents.

2. The Purchaser shall be deemed to acknowledge he has not entered into a contract in reliance on any of the said statements, and he has satisfied himself as to the contents of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the Vendor or the said Agents in relation to, or in connection with the property.

3. Any error, omission or mis-statement in any of the said statements shall not entitle the Purchaser to rescind or to be discharged from this contract, nor entitle either party to compensation or damages, and not in any circumstances give either party any cause for action.



# COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF RICS



## 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 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

AUCTION or the CONTRACT DATE (as applicable); and

- where the following words appear in small capitals they

### 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 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.

# COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF RICS



## 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 dis-applied 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 £.....(or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

# COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF RICS



## 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 dis-applied 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.

# COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF RICS



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

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- (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;

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- (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 to 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.

# COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF RICS



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 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.



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