

THE COUNTY PROPERTY AUCTION



THURGARTON ESTATE AUCTION

Thursday 21st July 2022 - 6pm

BROWN & CO JH Walter

Thurgarton Estate Auction



Location

The immaculate sought after village of Thurgarton sits on the edge of the Trent Valley around 12 miles from Nottingham, 16 miles from Newark (with main line train to Kings Cross in 70 mins) and 3 miles from Southwell. The village contains approximately 150 households, with a population of about 450 people with local amenities including The Red Lion public house, Acacia hair salon, cricket club, Methodist chapel and a Village Hall which offers a variety of events and clubs. The village is also served by a regular bus service to Southwell and Nottingham and has its own railway station on the Newark Castle/Nottingham line a short distance from the village.

Bidder Registration

All bidders will be required to pre-register to bid so please call the auction team on **01522 504360** or **cpa@brown-co.com**

Venue

The auction will be held at Thurgarton Village Hall, Bleasby Rd, Thurgarton, Nottinghamshire NG14 7FW at 6pm on Thursday 21st July 2022. As you reach the village of Thurgarton and turn left onto Bleasby Road where the hall can be found on your right.

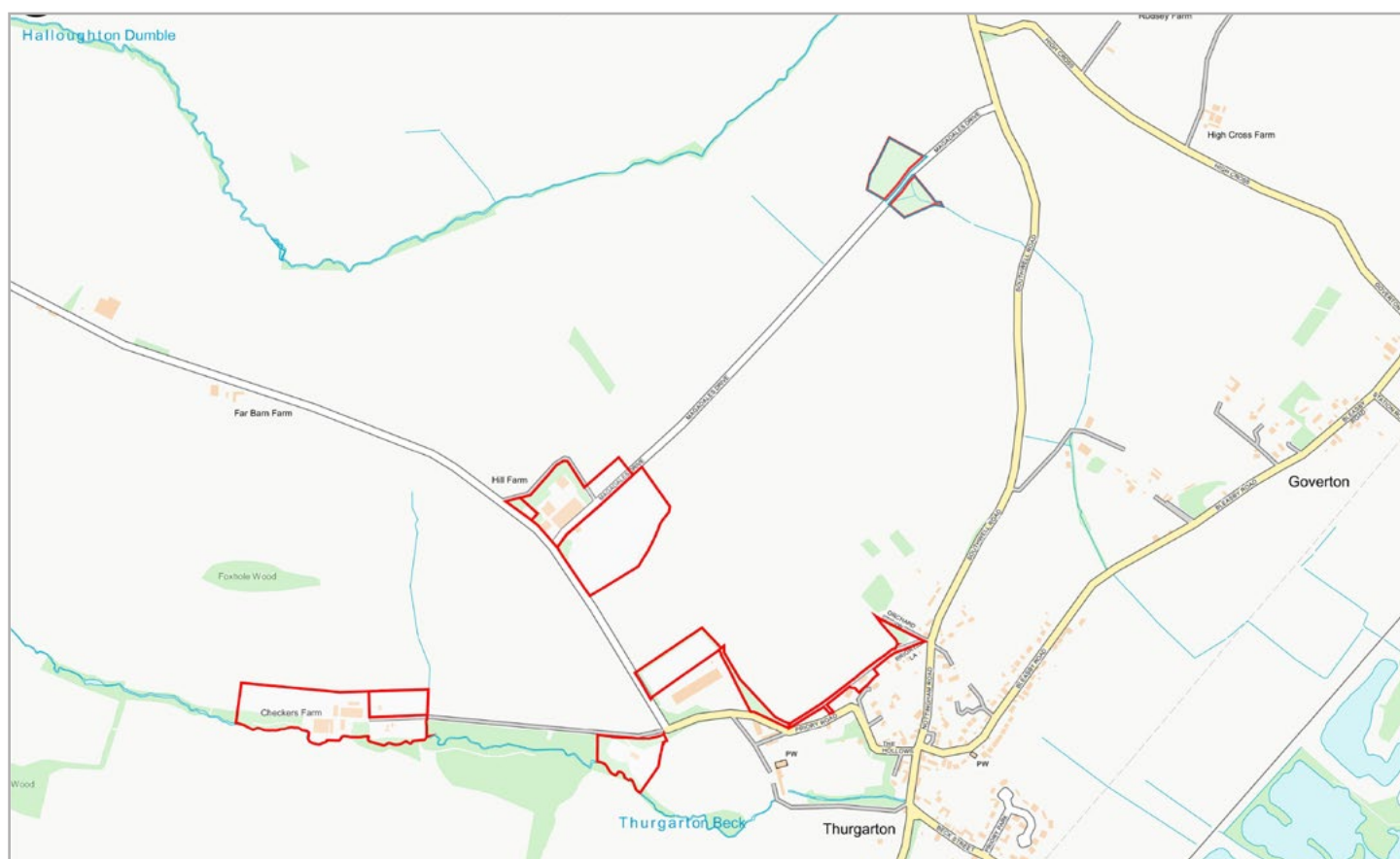
<https://what3words.com/deflation.snake.aside>

Solicitors

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Order of Sale

Lot 1

Around 2.54 Acres of Woodland, Magadales Drive, Thurgarton, Nottingham NG14 7FQ

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Lot 5

Hill Cottage, Priory Road, Thurgarton, Nottingham NG14 7GT

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Lot 9

Around 1.65 Acres, Priory Road, Thurgarton, Nottingham NG14 7GX

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Lot 2

Around 1.51 Acres of Woodland Magadales Drive, Thurgarton, Nottingham NG14 7FQ

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Lot 6

Checkers Farmyard in around 10.13 acres Priory Road, Thurgarton, Nottingham, NG14 7GU

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Lot 10

Former Dog Kennels, Priory Road, Thurgarton, Nottingham NG14 7GT

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Lot 3

Hill Farmhouse in around 10.48 acres, Priory Road, Thurgarton, Nottingham NG14 7GT

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Lot 7

Checkers Farmhouse in around 2.02 acres, Priory Road, Thurgarton, Nottingham NG14 7GU

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Lot 4

Hill Farmyard & Telecoms Mast, Priory Road, Thurgarton, Nottingham NG14 7GT

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Lot 8

Around 4.44 acres adj. to research centre, Priory Road, Thurgarton, Nottingham NG14 7GT

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Meet the Auction Team



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Buyers Guide

Before the Auction

Particulars of Sale

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

Inspections and Surveys

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

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

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

Guide Prices

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

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

Reserve Prices

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

Pre Auction Offers

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

Withdrawals and Sales Prior

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

Legal Advice

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

Legal Pack

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

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

Energy Performance Certificates

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

The Conditions of Sale

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

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

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

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

Finance

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

Alterations

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

Buyers Guide

Important Notice

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

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

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

At the Auction

Auction Day Contact Number: 01522 504360

Auction Procedure

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

Buyer Identity Check

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

Buyer's Numbers

To bid for any Lot you must first pre-register for bidding at least two days prior to the auction date. A maximum of 100 people will be able to attend the event, but we are also offering online bidding, a small number of telephone bids and straight forward proxy bids. Please speak to a member of the auction team on 01522 504360 to register for your chosen method.

Bidding

The onus is on you to ensure that the auctioneer is aware of your bid. Please do not leave your bid until the last moment.

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

Exchange of Contracts

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

Deposit

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

Buyer's Admin Fee

An administration fee of **£750 + VAT** is payable on all Lots whether sold prior, at auction or post auction, for which a VAT invoice will be issued.

Insurance

Once you have exchanged contracts, you are advised to insure the property in readiness for completion.

After the Auction

Post Auction Sales

Some of the lots may not sell "under the hammer" at the auction. Enquiries for unsold lots are welcome after the sale when unconditional offers will be considered. In many cases properties are sold immediately after the auction. If you are interested please contact a member of the auction team.

Results

The results of the auction may be obtained by contacting the auctioneers.

Completion

If you are successful in buying one of the lots completion will usually take place 28 days after the auction date (unless varied by the sale contract). Some of our sellers offer extended completions, this is shown on each page.

Access and Keys

It is unlikely that a seller will grant access to the property prior to completion. Please contact the auctioneers to arrange key collection after completion. Please note we do not hold keys to all the properties.

1

BID

Registration Form For Remote Bidding

Please select method of bidding: Online ☐ Proxy ☐ Telephone ☐ (limited spaces)

Date of Auction

Lot Number Lot Address

If bidding online or phone we no longer require your deposit up front.

Proxy Maximum bid price £ (in words)

(online & tel bids do not need to state max bid)

If bidding by proxy you will need to enclose a cheque or send a bank transfer for 10% of the guide price (subject to a minimum of £5,000). Please remember to add a further £750+VAT for each Lot to cover the buyer's admin fee. If successful in excess of the guide price you will be required to transfer the difference immediately after the auction.

Cheque for £ (enclosed within)

2

BUYER'S
DETAILS

Full Name(s)

Company

Address

..... Post code

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

Email

3

SOLICITORS

Name

Company

Address

..... Postcode

Telephone..... Email

4

SIGNATURE

Buyers Signature.....

I instruct and authorise Brown&CoJHWalter to bid on my behalf in accordance with the terms and conditions printed on the reverse of this page and I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound to the applicable Conditions of Sale and any addenda applicable to the Property and by the terms of the Notices to Prospective Buyers. Brown&CoJHWalter will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant lot is being sold at the Auction. I authorise you to record such bidding and instructions in order to avoid any doubts or disputes.

5

CHECKLIST

Have you (Please tick)

Completed Sections 1 to 4 ☐Included the Buyer's Admin Fee ☐Signed this form ☐Marked Envelope ☐Enclosed 10% Deposit Cheque or set up a bank transfer ☐

Please return to: cpa@brown-co.com or Brown&CoJHWalter, 1 Mint Lane, Lincoln, LN1 1UD - To be received no later than 2 business days prior to the Auction. For further information please call 01522 504360. If by post please mark your envelope on the outside top left hand corner with the initials OB for online PB for proxy bids and TB for telephone bids.

Terms & Conditions for Remote Bidders

These terms and conditions apply to and are binding upon all remote prospective buyers whether online or by proxy/telephone.

A prospective buyer should complete and sign the registration form overleaf. In particular the prospective proxy buyer should complete the form showing the maximum price exclusive of Value Added Tax which the prospective buyer authorises the Auctioneer to bid for a particular property.

The maximum price to which the Auctioneer is authorised to bid must be an exact figure (accordingly wording such as “£100 over the highest bid in the room” will not be acceptable). The Auctioneer reserves the right not to bid on behalf of the prospective buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the Auctioneer to bid.

For proxy and telephone bidding, the completed form or forms must be delivered to Brown&CoJHWalter, 1 Mint Lane, Lincoln LN1 1UD by hand, post or emailed to cpa@brown-co.com so that it is received not less than two business days prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction will be shown in the catalogue or on our website.

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

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

Prospective proxy buyers should send via electronic transfer or a valid cheque or banker's draft on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £5,000) to which the prospective buyer wishes the Auctioneer to bid. Please remember to include the buyer's administration fee of £750 with the deposit. Cheques should be made payable to Brown&CoJHWalter. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective buyer authorises the Auctioneer to retain the same for such purpose.

In case of telephone bidding, prospective buyers may instead provide a blank cheque which, if the prospective buyer is successful in purchasing the relevant property, the Auctioneer will complete on behalf of the prospective buyer for the amount of the deposit. The prospective buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the Auctioneer's authority to bid. It is the prospective buyer's responsibility to ensure that the Auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

Unless the relevant lot is sold to the prospective buyer the amount of the

prospective buyer's bid will not be disclosed to the Seller or any other person either during or after the sale without the consent of the prospective buyer.

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

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

Prospective online or telephone bidders will not hold Brown&CoJHWalter liable for any loss or claims relating to the internet or telephone bidding system or the interruption or suspension of these services. The prospective buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective buyer will be notified by post and the deposit returned as soon as reasonably possible.

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

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





Around 2.54 Acres of Woodland, Magadales Drive, Thurgarton, Notts, NG14 7GT **Guide Price £20,000 (+ £750 Buyers Fee)**

Description

An attractive parcel of Woodland extending to around 2.54 acres situated to the North of the desirable village of Thurgarton. The woodland offers a number of amenity uses subject to the necessary planning consents. Woodland ownership can have some useful tax advantages so Interested parties are advised to speak with a qualified accountant.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road and shortly before you reach the village of Thurgarton turn right onto Magadales Drive.

<https://what3words.com/curve.mavericks.superbly>

Easements Wayleaves & Rights Of Way

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand. Access to this private road is controlled by a secure electric gate so you will need to proceed on foot round the gate for viewing. Please park responsibly and do not block the gate.

Completion Date

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



Further information

There will be a comprehensive legal pack available via www.brown-co.com/cpa

Auction Bidder Identity Check

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

Agents

James Mulhall
01522 504318 or 07919 694232
james.mulhall@brown-co.com

Ian Walter
01522 504333 or 07919 694230
ian.walter@brown-co.com



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



Around 1.51 Acres of Woodland, Magadales Drive, Thurgarton, Notts, NG14 7GT **Guide Price: £15,000 (+ £750 Buyers Fee)**

Description

An attractive parcel of Woodland extending to around 1.51 acres situated to the North of the desirable village of Thurgarton. The woodland offers a number of amenity uses subject to the necessary planning consents. Woodland ownership can have some useful tax advantages so Interested parties are advised to speak with a qualified accountant.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road and shortly before you reach the village of Thurgarton turn right onto Magadales Drive.

<https://what3words.com/curious.constants.imperious>

Easements wayleaves & rights of way

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

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Hill Farmhouse in around 10.48 acres, Priory Rd, Thurgarton, Notts NG14 7GT **Guide Price £800,000 (+ £750 Buyers Fee)**

Description

Set in around 10.48 acres lies this imposing three storey, Georgian farmhouse with stunning countryside views across the adjoining parkland. Dating back the early 19th Century the substantial Grade II listed property extends to around 5,238 ft² and briefly comprises two reception rooms, kitchen, office, shower room and separate wc to the ground floor with a basement comprising three useful storage areas. The first floor offers five bedrooms and a family bathroom with a further five bedrooms, family bathroom and office to the second floor.

Outside the front elevation offers a tree lined private driveway leading to a lawned ha ha which provides uninterrupted views down the valley. The rear elevation offers a walled courtyard and a small copse of mature trees make up the side elevations.

Accommodation

Front door to;

Reception Hall 11.34m x 2.59m

With two double radiators, storage cupboard, door to basement and door to;

Reception One 5.55m x 5.41m

Single glazed sash bay window to front elevation, two double radiators, marble fireplace (not currently in use)

Reception Two 5.14m x 4.95m

Single glazed sash bay window to front elevation with wooden shutters, two double radiators, built-in storage and shelving, marble fireplace (not currently in use), doorway to;

Kitchen 5.07m x 4.98m

Single glazed sash window to side elevation, single glazed casement window to rear elevation, fitted wall and base units with stainless steel double drainer sink and further stainless steel bowl sink, space and plumbing for washing machine and dishwasher, part tiled walls, pantry cupboard with built-in shelving, two double radiators, door to side elevation and further door back to hallway.

Shower Room 2.68m x 2.61m

Single glazed casement window to side and rear elevation, three-piece suite comprising shower cubicle, pedestal wash basin, mid flush WC, double radiator, part tiled walls, door to boiler cupboard housing oil fired boiler, double radiator.

WC

Two piece suite comprising mid flush WC and wash handbasin.

Office 5.62m x 2.62m

Single glazed sash window to side elevation and further single glazed casement window to side elevation, double radiator, built-in storage cupboards.

Basement

Divided into three useful storage areas.

First floor

Bedroom One 5.66m x 5.57m

Single glazed sash window to front elevation, two double radiators, built-in wardrobes.

Bedroom Two 5.15m x 5.03m

Single glazed sash window to front elevation, two double radiators, built-in storage.

Bedroom Three 3.95m x 2.56m

Single glazed sash window to front elevation, double radiator.

Bedroom Four 5.69m x 3.33m

Single glazed sash window to side elevation, double radiator.

Bedroom Five 5.07m x 3.98m

Single glazed sash window to side elevation, double radiator, built-in storage.

Bathroom 4.75m max by 2.18 m

Single glazed sash window to rear elevation, two piece suite comprising panel bath with shower mixer tap, pedestal wash basin and built-in storage housing hot water tank, extractor, double radiator.

WC 1.87m x 0.97m

Single glazed casement window to rear elevation, mid flush WC, single radiator.

Landing

Single glazed casement window to rear elevation, two double radiators, stairs to second floor.

Second floor

Bedroom Six 5.74m x 3.57m

Single glazed sash window to front elevation, double radiator,

Bedroom Seven 3.89m x 2.55m

Single glazed sash window to front elevation, double radiator.



Study 4.36m x 1.99m

Single glazed sash window to side elevation, double radiator, built-in storage.

Bedroom Eight 5.04m x 5.09m

Single glazed sash window to front elevation, two double radiators, built-in storage cupboard.

Bedroom Nine 5.69m x 3.63m

Single glazed sash window to side elevation, double radiator, built-in storage.

Bedroom Ten 5.09m x 4.02m

Single glazed sash window to side elevation, double radiator, built-in storage.

Bathroom 5.70m max x 1.96m Max

Single glazed sash window to rear elevation, three-piece suite comprising panelled bath with shower mixer tap, pedestal wash basin, mid flush WC, single and double radiator, part of walls, extractor.

Landing

With loft access

Outside

The front elevation offers a tree lined private driveway leading to a lawned ha ha which provides uninterrupted views down the valley. The rear elevation offers a walled courtyard and a small copse of mature trees make up the side elevations.





Hill Farmhouse in around 10.48 acres, Priory Rd, Thurgarton, Notts NG14 7GT **Guide Price £800,000 (+ £750 Buyers Fee)**

Listing Info

Hill Farm House II Farmhouse. Early C19. Ashlar with raised quoins. Hipped slate roof. 2 ashlar stacks and single C20 external left stack. Moulded cornice. Set on a plinth. Two and a half storeys, 3 bays. Ground floor sill band and first floor band. Central doorway with panelled door, 4 steps up, and Gothic glazing bar overlight, flanked by single pilasters with slightly projecting hood over. Either side are single glazing bar sashes. 3 similar sashes above and 3 similar, smaller sashes on the top floor. All windows have moulded surrounds.

Listing NGR: SK6869649754

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare right up the hill where the property can be found on the right.

<https://what3words.com/flexibly.marketing.steaming>

Services

The service provision will be covered in the legal pack.

Easements Wayleaves & Rights Of Way

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

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

Auction Bidder Identity Check

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

Proof of Identity

- > All bidders must provide proof of identification and address in order to be able to bid prior or at the auction to comply with anti-money laundering regulations.
- > Original documents must be provided
- > You must supply at least one document from each list below to proceed with a purchase.

List A

- > Current signed passport
- > Current UK photocard driving licence
- > Current Full UK driving licence (old style)
- > Residential permit issued from the home office to EU nationals
- > Benefit book or notification letter from the benefits agency
- > Inland revenue tax notification
- > Fire arms certificate

List B

- > Utility bill issued within past 3 months
- > Local authority tax bill (valid for current year)
- > Bank, building society or credit union statement (must contain current address)
- > Most recent mortgage statement
- > Confirmation from electoral roll

Deposits

Will be accepted by one of the following methods:

- > Online transfer, Debit card, Cheque or Bankers Draft - Credit cards and cash are NOT accepted

Contact Us

Please call 01522 504360 to supply your identity documents prior to auction





Hill Farmyard & Telecoms Mast, Priory Road, Thurgarton, Notts, NG14 7GT **Guide Price £690,000 (+ £750 Buyers Fee)**

Description

A range of agricultural buildings extending to around 48,000 ft² (4,459 m²) set in around 5.84 acres. There is also a telecoms mast let to Arqiva at £6,104 per year under the current tariff. The site offers great potential for a variety of uses subject to the necessary planning consents.

Buildings

Grain store

An 11 bay steel portal frame grain store, with solid concrete floors. Around 3.93m to the eaves providing around 1,223 m² of covered space.

Grain store

An 11 bay steel frame building, unusually with a sloping floor. The eaves height varies, but is around 6m providing around 729 m² of covered space.

Cattle shed

5 bay steel portal frame providing around 350 m² of covered space.

Workshop

6 bay steel portal frame with eaves height of 2.5 to 3.5m, providing around 638 m² of covered space.

Detached general purpose building

5 bay steel portal frame with lean-to providing around 443 m² of space.

Cattle shed

Steel frame building providing around 297 m²

Open fronted store

Providing around 106 m²



Stone barn

Single storey section is around 38 m² and the two storey section is 103 m². There is also a concrete block extension to the stone barn providing a further 42 m² which in all will provide around 183m² (1,969 ft²) of potential conversion.

Straw store

4 bay steel framed open sided building under corrugated sheet roof providing 483 m² of accommodation.

Telecom Mast Site

Let to Arqiva Services Ltd at a rent of £6,104.50 per annum under the current tariff.

Development Clawback

The buyers of this lot will be given the opportunity to secure full planning or part q consent for one residential dwelling within the farmyard which will not trigger the clawback provision. However if planning consent is granted within 50 years from the date of purchase for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare right up the hill where the property can be found on the right.

<https://what3words.com/auctioned.harmlessly.certified>





Services

The service provision will be covered in the legal pack.

Easements Wayleaves & Rights Of Way

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

Tenure & Possession

Freehold and subject to the Telecoms lease.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

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

Further Information

There will be a comprehensive legal pack available via
www.brown-co.com/cpa

Auction Bidder Identity Check

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

Agents

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



Hill Cottage, Priory Road, Thurgarton, Nottingham, NG14 7GT **Guide Price £300,000 (+ £750 Buyers Fee)**

Description

A three bedroom detached estate cottage set in 0.44 of an acre with fantastic views across the Nottinghamshire countryside. The property requires a scheme of refurbishment throughout, but offers the opportunity to create a fine family home in this highly sort after location.

Accommodation

Access via side door to entrance porch with door to;

Boiler room

Single glazed picture window to rear elevation, oil fired boiler.

Hallway

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

Lounge 4.30m x 3.82m

Single glazed casement windows to front and side elevation, built-in desk unit, double radiator.

Kitchen 5.20m x 3.30m

Single glazed casement windows to front elevation, fitted wall and base units with stainless steel single drainer sink, part tiled walls, double radiator.

WC 2.37m x 2.47m

Single glazed casement windows to rear elevation, two piece suite comprising low flush WC, pedestal wash basin, single radiator.

Shower room 2.45m x 1.74m

Single glazed casement window to rear elevation, three-piece suite comprising shower cubicle, mid flush WC, wash basin, single radiator.

Pantry cupboard 1.73m x 1.28m

Single glazed picture window to rear elevation, built-in shelving.

Rear porch

With door to side elevation.

First floor

Bedroom One 5.24m x 3.31m

Single glazed casement windows to front elevation, double radiator, built-in storage.

Bedroom Two 3.60m x 3.43m

Single glazed casement windows to side elevation, double radiator, built-in storage.

Bedroom Three 4.24m x 3.78m

Single glazed casement windows to side elevation, single radiator, built-in storage.

Bathroom 2.35 m x 2.47 m

Single glazed casement window to side elevation, three-piece suite comprising panel bath, pedestal wash basin, mid flush WC, single radiator, built-in storage cupboard.

Study 2.20m x 2.45m

Single glazed casement window to side elevation, single radiator, pedestal wash basin.

Landing

Single glazed casement windows to side elevations, loft access.



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



Outside

The property sits in a generous plot of around 0.44 of an acre with mature trees and planting, gravel driveway, integral single garage and oil tank.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare right up the hill where the property can be found on the right.

<https://what3words.com/proofread.launched.transfers>

Services

The service provision will be covered in the legal pack.

Easements Wayleaves & Rights Of Way

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

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

Further Information

There will be a comprehensive legal pack available via www.brown-co.com/cpa

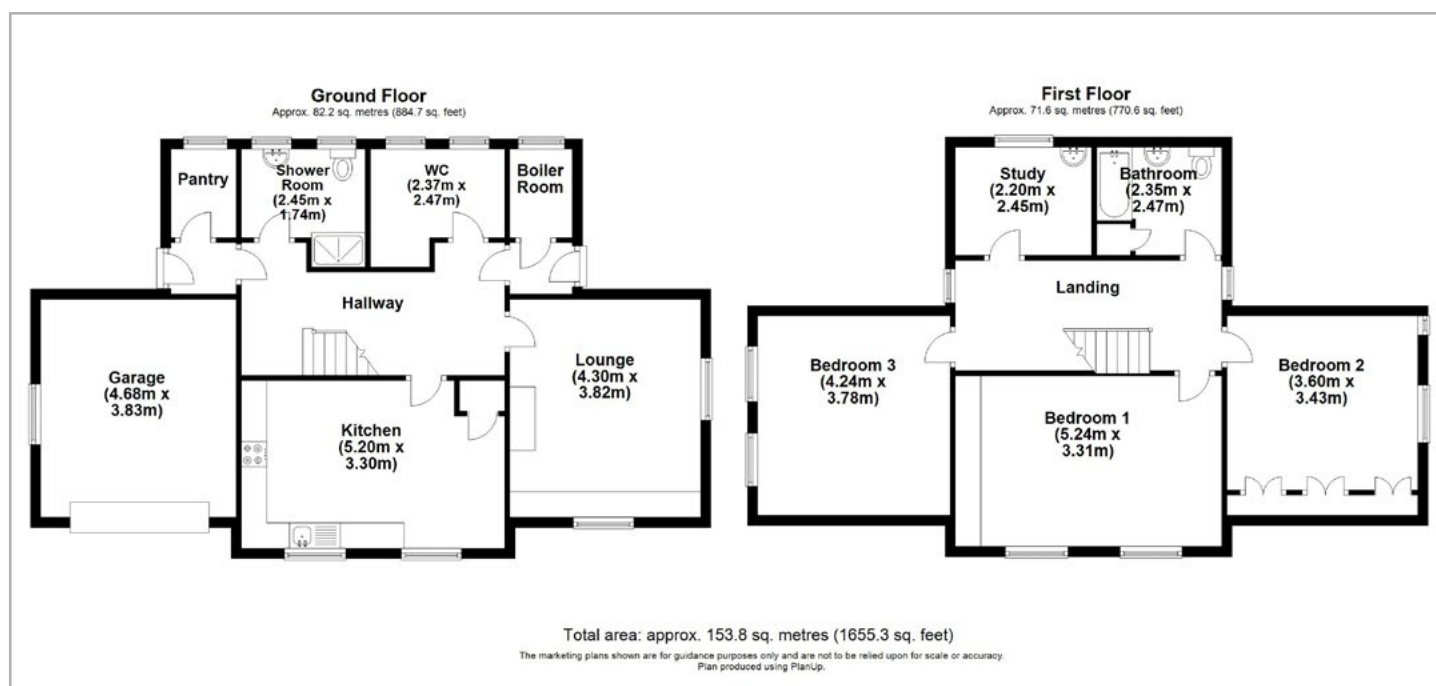
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Checkers Farmyard, Priory Road, Thurgarton, Nottingham, NG14 7GT **Guide Price £675,000 (+ £750 Buyers Fee)**

Description

A range of agricultural buildings extending to around 31,000 sq ft (2,879 m²) set in around 10.13 acres with beautiful countryside views. The site offers great potential for a variety of uses subject to the necessary planning consents.

Buildings

Concrete portal frame Dutch barn

240 m².

Two storey brick building

Attached to the Dutch barn, there is a 2-storey brick building. The first floor is not accessible. It includes grain bins, former offices, laboratory, former wc, shower room. In all around 205 m² on the ground floor.

Twin-span concrete portal frame building

Around 546 m²

Former Piggery

Two bay lean-to, 125 m²

Attached brick mono-pitched former piggery

Around 126 m²

Store no. 3

A former grain store, unusually with sloping floor, around 240 m²

Store no. 1

A brick barn with a corrugated sheet roof, open-fronted, around 149 m²

Former silage pit



Dutch barn

Around 228 m²

4 bay brick corrugated sheet barn

With loft area, part open-sided, around 94 m²

Stone barn

Corrugated sheet roof, around 94 m²

Brick barn

140 m²

Brick barn

With pantile roof, around 134 m²

Twin-span steel frame cattle shed under corrugated sheet roof

Around 610 m²

Pheasant Pen

On the south side of the road, there is an enclosed area which was formally used as a pheasant pen, including some brick buildings under corrugated sheet roofs.

Development Clawback

The buyers of this lot will be given the opportunity to secure full planning or part q consent for one residential dwelling within the farmyard which will not trigger the clawback provision. However if planning consent is granted within 50 years from the date of purchase for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.





Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare left down a long private road where the property can be found on the right. Please note this access is gated and viewing is strictly by appointment with the auctioneers.

<https://what3words.com/mouth.lyrics.earplugs>

Services

The service provision will be covered in the legal pack.

Easements Wayleaves & Rights Of Way

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

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

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

Further Information

There will be a full comprehensive legal pack available via www.brown-co.com/cpa

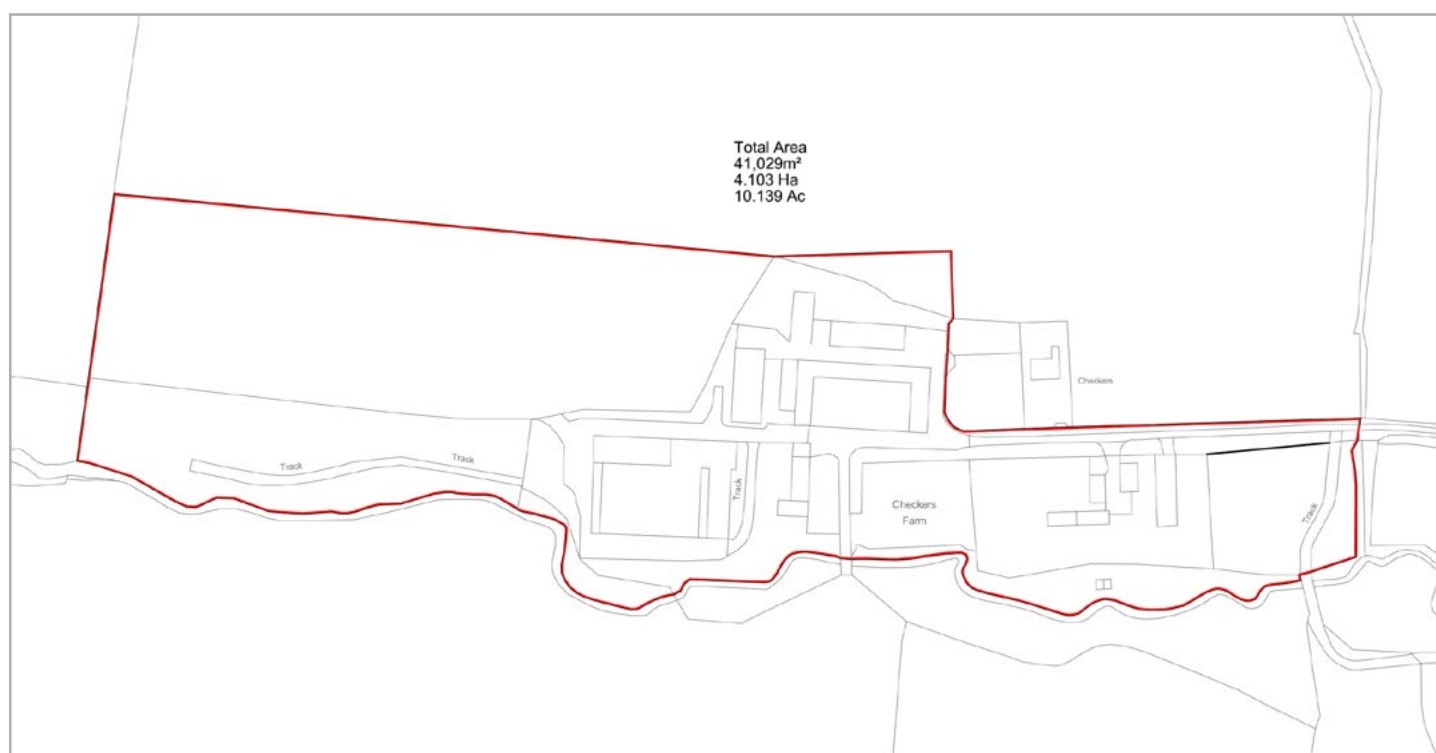
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Checkers Farmhouse, Priory Road, Thurgarton, Notts, NG14 7GT **Guide Price £400,000 (+ £750 Buyers Fee)**

Description

Nestling in around 2.02 acres this detached three bedroom Victorian property enjoys enviable countryside views across the adjoining land. The property will benefit from some upgrading and has ample space for extension subject to the necessary planning consents. This really is a rare opportunity to create a fine family home in this highly sought after location.

Accommodation

Front door to;

Entrance Hall

With double radiator, stairs to first floor door to;

Reception One 4.24m x 3.64m

Single glazed bay window to front elevation, single glazed picture window to side elevation, double radiator, open fireplace.

Reception Two 4.23m x 3.66m

Single glazed bay window to front elevation, single glazed picture window to side elevation, cast-iron feature fireplace, double radiator.

Dining Room 4.85m x 3.04m

Single glazed casement windows to rear and side elevations, door to rear elevation, double radiator, open fireplace, door to;

Kitchen 3.64m x 3.04m

Single glazed casement window to side elevation, fitted wall and base units with stainless steel bowl sink and drainer, space and plumbing for washing machine, extractor, part tiled walls, double radiator.

First floor

Bedroom One 3.64m x 3.05m

Single glazed casement window to side elevation, single radiator.

Bedroom Two 3.66m x 3.65m

Single glazed casement window to front elevation, single glazed picture window to side elevation, single radiator.

Bedroom Three 3.67m x 3.65m

Single glazed casement window to front elevation, single glazed picture window to side elevation, single radiator.

Study/Nursery 2.12m x 2.38m

Single glazed casement window to front elevation, single radiator.

Bathroom 3.06m x 2.61m

Single glazed casement window to side elevation, three-piece suite comprising panelled bath with shower over and shower mixer tap, pedestal wash basin, mid flush WC, built-in storage housing hot water tank, double radiator, part tiled walls.

Landing

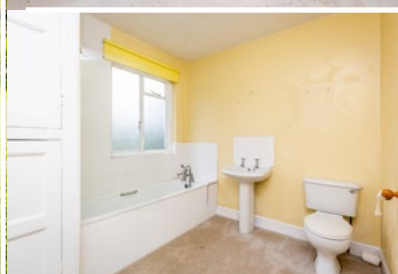
Single glazed casement window to rear elevation, loft access, single radiator.

Outside

The front elevation offers a gravel driveway and lawned area with mature trees and planting which leads to a further lawned area with mature trees and hedge boundaries. The rear elevation offers a patio area and lawn garden with side access to the adjoining paddock.



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



Outside WC

With high flush WC.

Store One 3.07m x 2.14m

Housing oil fired Worcester boiler, double radiator, single glazed casement window, space and plumbing for washing machine, power and light.

Store Two 3.07m x 2.16m

With wooden shutter to rear elevation, built-in storage cupboards, power and light.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare left down a long private road where the property can be found on the right. Please note this access is gated and viewing is strictly by appointment with the auctioneers.

<https://what3words.com/sued.eruptions.marble>

Services

The service provision will be covered in the legal pack.

Easements wayleaves & rights of way

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

Tenure & possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion date

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

Further information

There will be a comprehensive legal pack available via
www.brown-co.com/cpa

Development Clawback

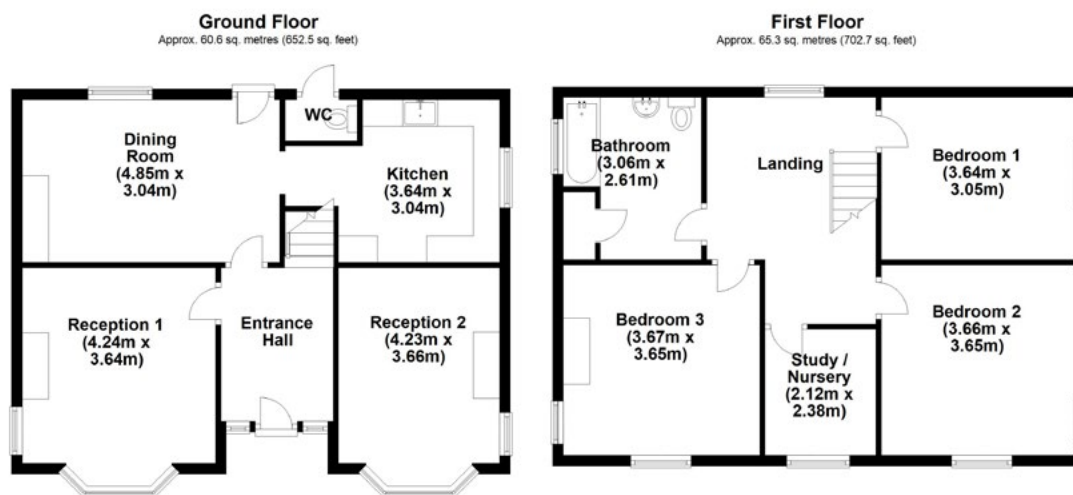
If planning consent is granted on the adjoining land within 50 years from the date of purchase for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.

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Total area: approx. 125.9 sq. metres (1355.2 sq. feet)



Around 4.39 ac adj to research centre, Priory Rd, Thurgarton, Notts, NG14 7GT **Guide Price £65,000 (+ £750 Buyers Fee)**

Description

Around 4.39 acres of grassland and woodland which offers a number of amenity uses subject to any necessary planning consents. Woodland ownership can have some useful tax advantages so Interested parties are advised to speak with a qualified accountant.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare right up the hill where the property can be found on the right.

<https://what3words.com/collects.limelight.icons>

Easements wayleaves & rights of way

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

Development Clawback

If planning consent for one residential dwelling is granted within 50 years of completion it will not trigger the clawback provision. However if planning consent is granted within 50 years for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

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

Completion Date

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

Further information

There will be a comprehensive legal pack available via www.brown-co.com/cpa

Auction Bidder Identity Check

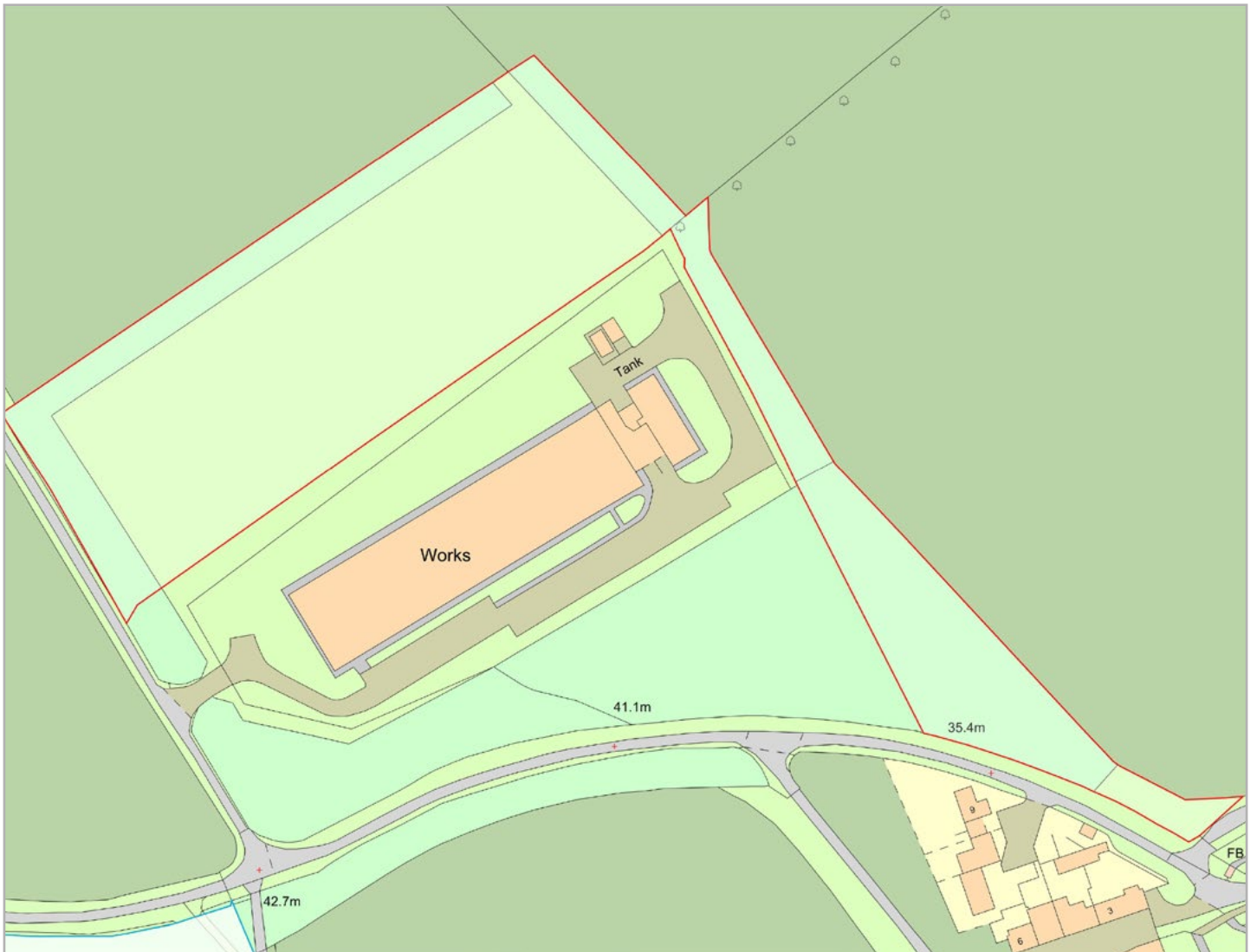
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Around 1.65 Acres, The Hollows, Priory Road, Thurgarton, Notts, NG14 7GT **Guide Price £130,000 (+ £750 Buyers Fee)**

Description

Around 1.65 acres of land including the access track with around 190 m² of brick and corrugated sheet buildings, which are let at £6,250 per year and are currently used for storage. There are also 3 gas governor sites leased to Cadent Ltd from the 25th March 1980, for a term of 99 years at a commuted sum of £100. The site offers potential for a variety of uses subject to the necessary planning consents.

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and then turn right where the property can be found on the right.

<https://what3words.com/pounds.abandons.hungry>

Easements Wayleaves & Rights Of Way

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

Development Clawback

If planning consent for one residential dwelling is granted within 50 years of completion it will not trigger the clawback provision. However if planning consent is granted within 50 years for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.

Tenure & Possession

Freehold and sold subject to current occupational arrangements.

Viewing

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

Completion Date

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

Further information

There will be a comprehensive legal pack available via www.brown-co.com/cpa

Auction Bidder Identity Check

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Former Dog Kennels in around 3.41 Ac Priory Rd, Thurgarton, Notts, NG14 7GT **Guide Price £150,000 (+ £750 Buyers Fee)**

Description

A range of former dog kennels with high security fencing which are currently let at £4,000 per year for use by a ground maintenance business. However the site will be offered with vacant possession on completion. The site extends to around 3.41 acres and includes a good area of hard standing and woodland. The buildings are brick with corrugated sheet roofs providing around 192m2 of accommodation

Directions

From Southwell follow Nottingham Road which leads into Highcross Hill. Stay on this road until you reach the village of Thurgarton and then turn right onto The Hollows. Follow this road round onto Priory Road and bare left down a private road where the property can be found on the left. Please note this access and the property is gated with viewing strictly by appointment with the auctioneers.

<https://what3words.com/reckoned.path.browser>

Services

The service provision will be covered in the legal pack.

Easements Wayleaves & Rights Of Way

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

Development Clawback

If planning consent for one residential dwelling is granted within 50 years of completion it will not trigger the clawback provision. However if planning consent is granted within 50 years for any additional dwellings then the seller will be entitled to receive 33% of the increase in value.

Tenure & Possession

Freehold with vacant possession on completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

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

Further Information

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Common Auction Conditions for Auctions of Real Estate in England and Wales Edition 4

GLOSSARY

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

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

Approved Financial Institution

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

ARREARS

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

ARREARS Schedule

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

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

BUYER

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

Catalogue

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

General Conditions

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

INTEREST RATE

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

LOT

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

Old ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

Ready to Complete

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

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

A1 Introduction

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

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

A2 OUR role

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

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

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

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

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

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

A3 Bidding and reserve PRICES

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

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

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

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

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

A4 The PARTICULARS and other information

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

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

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and

it is YOUR responsibility to check that YOU have the correct versions.

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

A5 The CONTRACT

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

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

A5.3 YOU must before leaving the AUCTION

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

A5.4 If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit

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

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

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

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

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

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

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

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

G1 The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoing and other liabilities;
(g) any interest which overrides, under the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of (a) the DOCUMENTS, whether or not the BUYER has read them; and (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 Deposit

G2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER

(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five

BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

(c) If title is in the course of registration, title is to consist of:

(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER

(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
(b) the form of new lease is that described by the SPECIAL CONDITIONS; and
(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by

(a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;

- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
(b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly
(a) provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:
(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11. ARREARS

Part 1 - Current rent

G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 - BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 - BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
(a) so state; or
(b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
(a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph
(c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
(b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
- (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that

- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:

- (a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT

or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant 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.

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

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

G23 Rent reviews

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

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

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

G23.4 The SELLER must promptly:

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

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

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

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

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

G24 TENANCY renewals

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

G25 Warranties

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

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

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

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

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

G26 No assignment

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

G27 Registration at the Land Registry

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

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

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

- (a) apply for registration of the TRANSFER;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and

(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29 CONTRACTs (Rights of Third Parties) Act 1999

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

G30 EXTRA GENERAL CONDITIONS

BROWN & CO JH *Walter*