

SHOBROOK & CO LTD

Incorporating Fieldens

PROPERTY AUCTION

Thursday 10th October 2019

*Commencing 2.00pm at the New Continental Hotel,
Millbay Road, Plymouth*



Auctioneers

SHOBROOK & CO LTD

Incorporating Fieldens

Auctioneers, Surveyors, Valuers & Estate Agents
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ORDER OF SALE

Property Auction Thursday 10th October 2019

at the New Continental Hotel, Millbay Road, Plymouth

Commencing 2.00pm

Lot 1	10 Harwell Court, Frankfort Gate, Central Plymouth, Devon, PL1 1PU
Lot 2	2 Beyrout Cottages, Stoke, Plymouth, Devon, PL1 4QZ
Lot 3	21 Grenville Road, St Judes, Plymouth, Devon, PL4 9PX
Lot 4	104 Saltash Road, Keyham, Plymouth, Devon, PL2 1QS
Lot 5	150 Milehouse Road, Stoke, Plymouth, Devon, PL3 4DE
Lot 6	42 Quarry Park Road, Plymstock, Plymouth, Devon, PL9 7BB
Lot 6A (late entry)	10 Pollard Close, Hooe, Plymstock, Plymouth, Devon PL9 9RR
Lot 7	32 Wyndham Square, Central Plymouth, Devon, PL1 5EG
Lot 7A (late entry)	24 Hermitage Road, Mannamead, Plymouth, Devon, PL3 4RU
Lot 8	3 Sussex Place, The Hoe, Plymouth, Devon, PL1 2HT
Lot 9	28 Southside Street, The Barbican, Plymouth, Devon, PL1 2LE
Lot 10	30/31 Southside Street, The Barbican, Plymouth, Devon, PL1 2LE
Lot 11	46 Southside Street, The Barbican, Plymouth, Devon, PL1 2LE
Lot 12	24 Ermington Terrace, Mutley, Plymouth, Devon, PL4 6QG
Lot 13	182 Devonport Road, Stoke, Plymouth, Devon, PL1 5RD
Lot 14	"Elmcroft", Parsonage Road, Newton Ferrers, Devon, PL8 1AS

*Guide prices quoted are an indication of each vendor's minimum expectation as to potential sale price.

The eventual sale figure may vary and guide prices may be subject to change at any time prior to the date of the Auction.

Each Lot will be offered subject to a reserve price unless otherwise stated and this reserve is the minimum figure below which the Auctioneer will be unable to sell the Lot at auction.

It is our expectation that the reserve price will be set within the guide range or close to it or within 10% of a single figure guide. All lots are offered for sale subject to legal documentation contained within a legal pack and details of sellers solicitors and point of contact are stated on the sale particulars for each Lot.

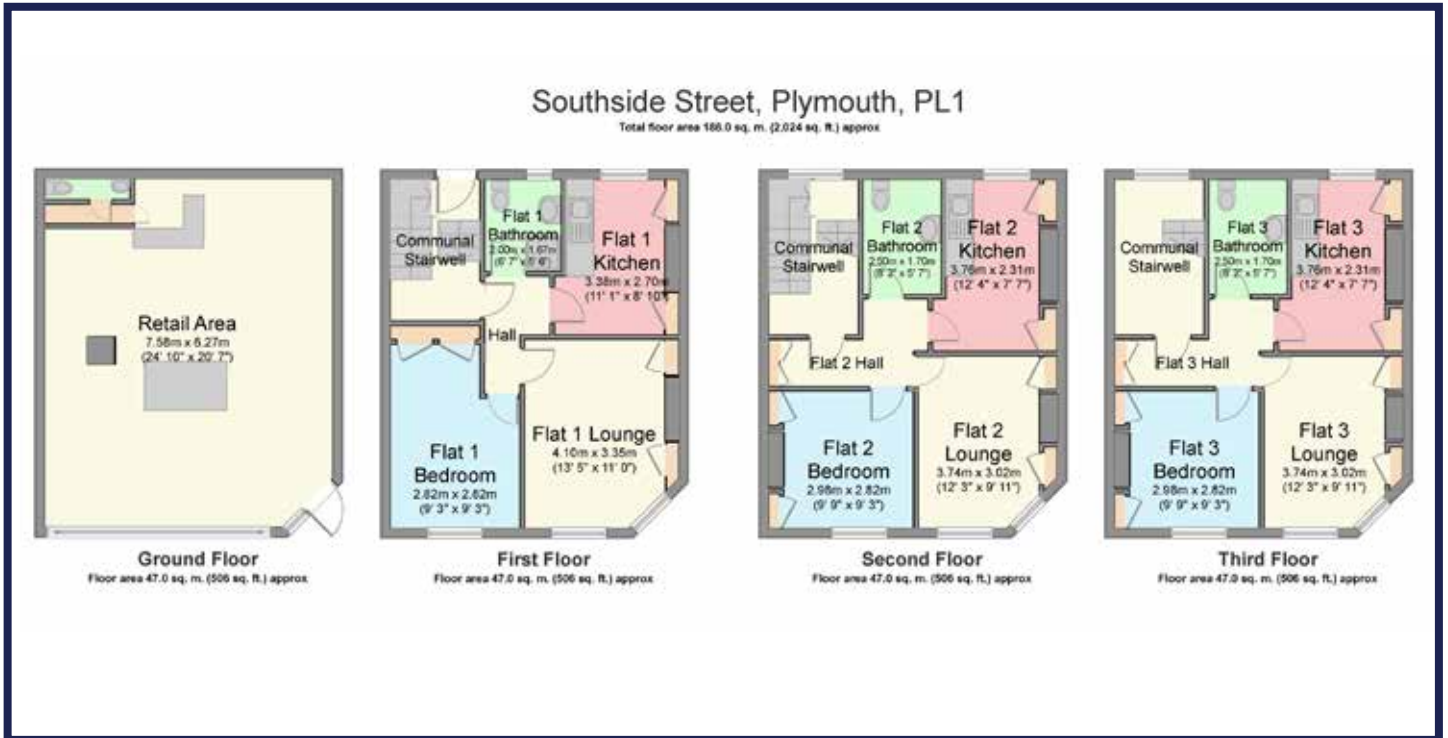
Prior to bidding prospective purchasers or their legal representatives are advised to inspect the legal pack and to read the General Conditions of Sale and Notices contained within the Autumn Catalogue and to note any Special Conditions of Sale contained within the legal pack including any additional non-optional fees or charges including VAT.

There is an Administration Fee payable by the Buyer to the Auctioneer of £450 plus VAT per Lot due for payment at the same time as the deposit immediately after the end of the Auction.

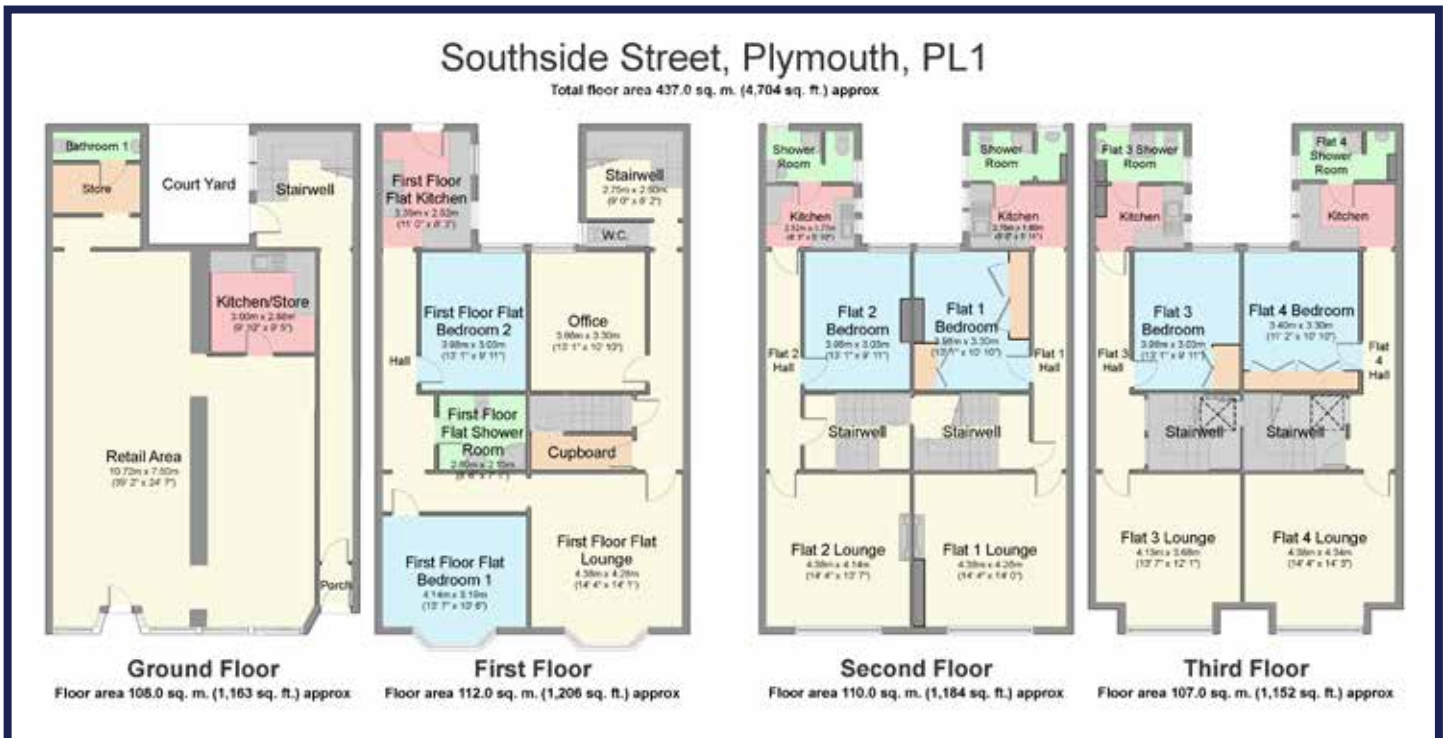
All plans and maps are for location identification purposes only and they do not form part of any contract. They do not necessarily indicate the precise boundaries of each site and they are not to scale. Any drawings are for illustrative purposes only.

Floor Plans

28 Southside Street - Lot 9



30-31 Southside Street - Lot 10

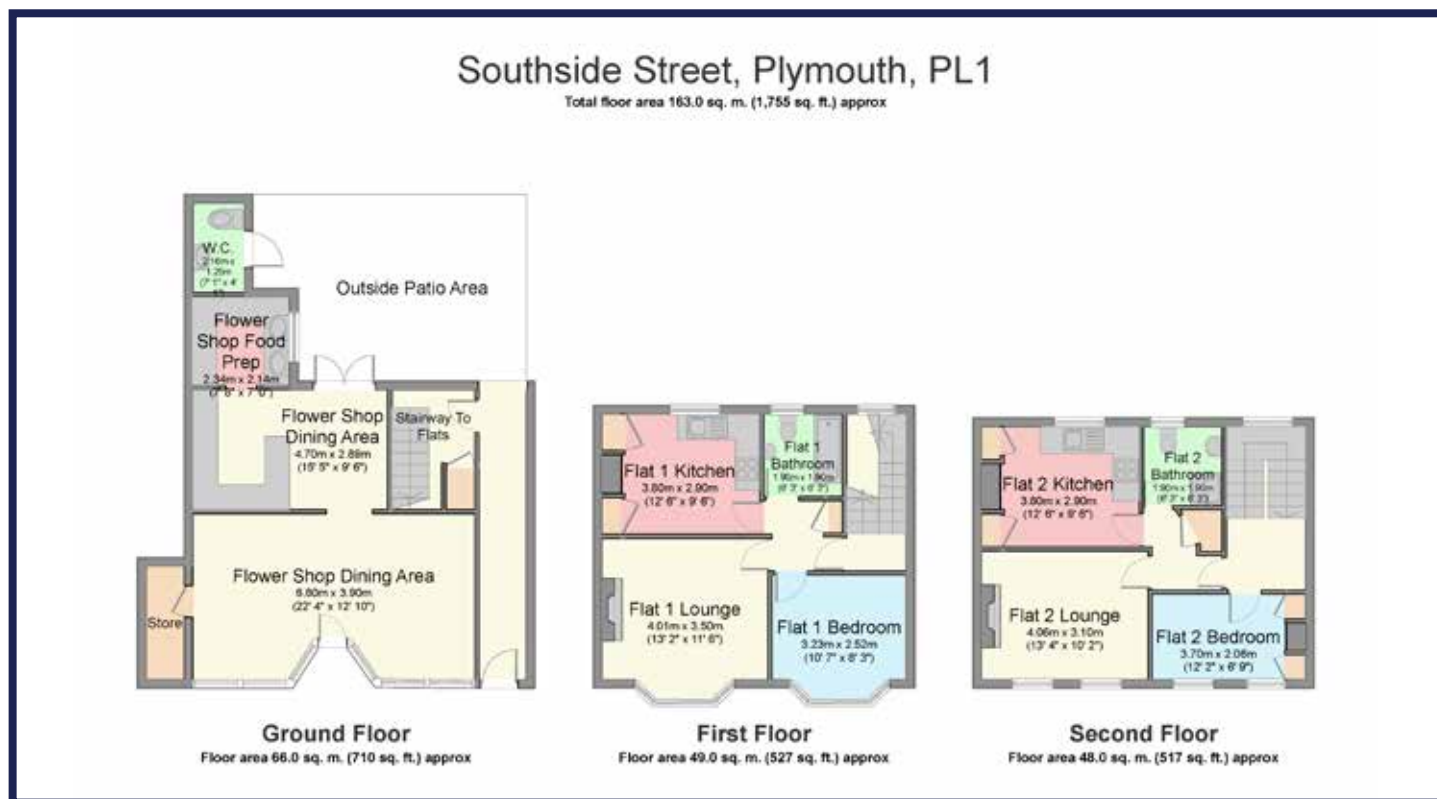


For illustrative purposes only and not necessarily correct in every detail. NOT TO SCALE

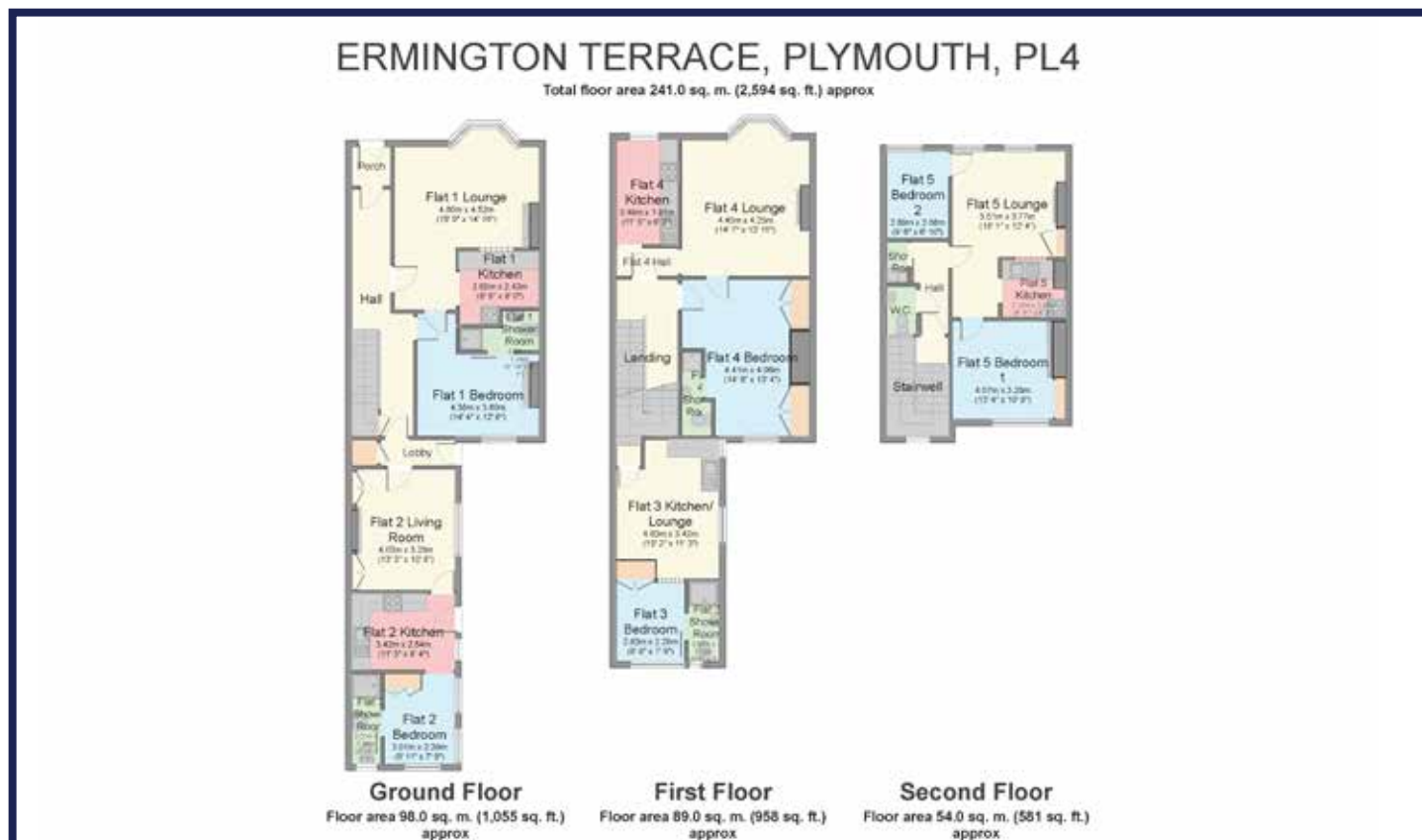
Prospective purchasers should satisfy themselves as to the actual layout by personal inspection. This plan is provided for location identification purposes only. It does not necessarily indicate the precise boundaries of the site.

Floor Plans

46 Southside Street - Lot 11



24 Ermington Terrace - Lot 12



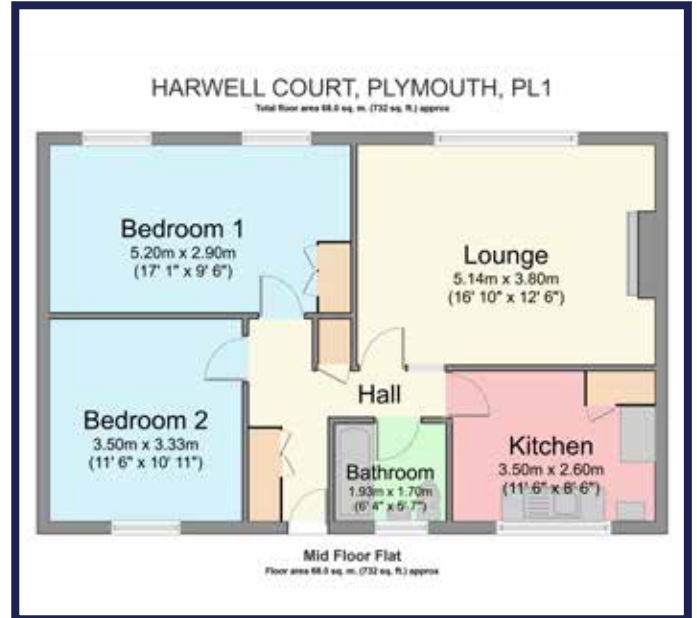
For illustrative purposes only and not necessarily correct in every detail. NOT TO SCALE

Prospective purchasers should satisfy themselves as to the actual layout by personal inspection. This plan is provided for location identification purposes only. It does not necessarily indicate the precise boundaries of the site.

Lot No.: 1

10 HARWELL COURT

FRANKFORT GATE, CENTRAL PLYMOUTH, DEVON, PL1 1PU



- Long leasehold with vacant possession ●
- A purpose built self contained two bedroomed second floor flat ●
- South facing aspect overlooking the Frankfort Gate shopping precinct at the west end of the City Centre ●
- Although now in need of a scheme of modernisation, this spacious apartment readily lends itself for refurbishment for owner occupation or for letting purposes as a 'buy to let' proposition ●

Property Details

Location

This flat is situated on the Nothern side of Frankfort Gate in the heart of the west end of the City Centre now known as the Independent Quarter with its wide range of small business outlets and other commercial activities.

Description

A spacious second floor apartment in a prime central location believed to have been built in about 1957 but now requiring renovation to replace fittings which are original in many cases. However, the apartment enjoys the benefit of gas fired central heating and double glazing and could be readily refurbished for owner occupation or for letting purposes.

EPC Rating: C76

Accommodation

Second Floor

Entrance Hall, Sitting Room, Kitchen, No.1 Bedroom (double), No.2 Bedroom (double) and Bathroom with bath, wash hand basin and w.c.

Outside

Store in rear courtyard

Tenure

Long leasehold with vacant possession
Lease commencing 8th August 1988 and expiring 18th March 2109 at a Ground Rent of £10 per annum

Guide Price £50,000 - £60,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

EVANS HARVEY, 37 & 39 Morshead Road, Crownhill, Plymouth PL6 5AD

Tel: 01752 785 715

Reference: Michael Pearce

Lot No.: 2

2 BEYROUT COTTAGES

STOKE, PLYMOUTH, DEVON, PL1 4QZ



- Freehold with vacant possession
- A semi-detached three bedroomed mews style cottage of undoubted character
- Well suited for refurbishment as a small family dwelling for owner occupation or for letting purposes
- Enjoying the benefit of a secluded situation in a popular residential location

Property Details

Location

This property occupies a site on the western side of Trafalgar Place Lane which is located between Beyrout Place and Stopford Place in a well established and favoured residential area convenient to local shops in the Stoke Village and Albert Road district shopping centres. Plymouth City Centre is readily accessible a little over one mile distant.

Description

Although in need of repair and modernisation this attractive late Victorian property can be readily upgraded to provide a 3 bedroomed family house of individual character for owner occupation or for letting purposes as an interesting "buy to let" proposition.

EPC Rating: Applied for

Accommodation

Ground Floor:

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room, Kitchen, Lobby and Bathroom with bath, wash hand basin and W.C.

First Floor:

Landing, No.1 Bedroom (double), No.2 Bedroom (double) and No.3 Bedroom (double).

Outside

Enclosed rear courtyard garden.

Tenure

Freehold with vacant possession.

Guide Price £110,000 - £120,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

HOWARD & OVER, Plym House, 3 Longbridge Road, Plymouth PL6 8LT

Tel: 01752 556606 Fax: 01752 607101

Reference: Kim Hall

Lot No.: 3

21 GRENVILLE ROAD

ST JUDES, PLYMOUTH, DEVON, PL4 9PX



- Freehold with vacant possession. ●
- A substantial bay fronted house currently loosely arranged as two non self-contained flats. ●
- Situated in a popular residential district within easy reach of Plymouth City Centre. ●
- In need of repair and modernisation but well suited for refurbishment to provide a spacious family dwelling or possibly two self contained flats for owner occupation or for letting purposes. ●

Property Details

Location

Grenville Road is located on the northern side of Embankment Road close to local shops and other amenities around the district shopping centre and within easy reach of the City Centre approximately 1 mile distant.

Description

A bay fronted house arranged as two non self-contained flats for many years past but could readily revert back to a four bedroomed single dwelling if so desired. The property lends itself for a scheme of refurbishment as an attractive "buy to let" investment opportunity or for owner occupation.

EPC Rating: E45

Tenure

Freehold with vacant possession.

Accommodation

Ground Floor

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room, Breakfast Room, Kitchen and Bathroom with bath, wash hand basin and W.C.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (single), Second Kitchen or No.4 Bedroom, Lobby and Second Bathroom with bath, wash hand basin and W.C.

Outside

Enclosed rear courtyard.

Outbuildings

Store

Guide Price £125,000 - £135,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 4

104 SALTASH ROAD

KEYHAM, PLYMOUTH, DEVON, PL2 1QS



- Freehold with vacant possession ●
- A spacious bay fronted property of character but now in need of renovation. ●
- Enjoying the benefit of a prominent elevated position overlooking the grounds of HMS Drake and Devonport Naval Base. ●
- Well suited for repair and modernisation as a good sized family dwelling for owner occupation or for letting purposes. ●

Property Details

Location

Located on the eastern side of Saltash Road overlooking the Naval Base at Devonport and convenient to local shops in the Albert Road district shopping centre with Plymouth City Centre only some 2 or 3 miles distant.

Description

Built circa 1900 this substantial property offers flexible accommodation which lends itself to sympathetic refurbishment to become a good sized family residence for owner occupation or for letting as an investment proposition capable of generating a good rental income.

EPC Rating: G9

Tenure

Freehold with vacant possession

Accommodation

Ground Floor

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room, Breakfast Room and Kitchen with shower cubicle.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), Half Landing, Second Kitchen, No.3 Bedroom (double) and separate W.C.

Second Floor

Landing, front dormer Room and rear dormer Room.

Outside

Front garden and enclosed rear courtyard with small garden.

Outbuildings

W.C. and fuel store.

Guide Price Circa - £125,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

HOWARD & OVER, Plym House 3 Longbridge Road, Plymouth PL6 8LT

Tel: 01752 556606 Fax: 01752 604101

Reference: Kim Hall

Lot No.: 5

150 MILEHOUSE ROAD

STOKE, PLYMOUTH, DEVON, PL3 4DE



- Freehold with vacant possession ●
- A substantial three bedroomed property of considerable character but now in need of renovation. ●
- Situated in a well established and favoured residential district ●
- Enjoying the benefit of some original features, a partial gas fired central heating system, small gardens to the front and to the rear, and a single garage ●
- Well suited for refurbishment to provide an attractive and spacious family residence for owner occupation or for letting purposes ●

Property Details

Location

This property is situated on the northern side of Milehouse Road just to the east of its junction with Ford Hill and Molesworth Road within easy walking distance of the local district shopping centre in Stoke Village and within easy reach of Plymouth City Centre a little over 1 mile distant.

Description

A substantial bay fronted house of character probably dating from the late Victorian period and in need of a comprehensive scheme of repair and modernisation for future occupation. On completion of sympathetic renovation this property could once again become a desirable family residence enjoying the benefits of a favoured central residential location.

EPC Rating: D55

Accommodation

Ground Floor

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room and Kitchen/Breakfast Room.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), half Landing, No.3 Bedroom (double), Bathroom and separate W.C.

Outside

Small gardens to the front and to the rear.

Outbuildings

Single garage accessed from the rear service lane.

Tenure

Freehold with vacant possession.

Guide Price £150,000 - £170,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Suzanne Broughton

Lot No.: 6

42 QUARRY PARK ROAD PLYMSTOCK, PLYMOUTH, DEVON, PL9 7BB



- Freehold with vacant possession. ●
- A three bedroomed semi-detached house in need of extensive renovation ●
- Occupying a relatively level site of generous proportions in a favoured residential area. ●
- Well suited for refurbishment as a family dwelling for owner occupation or for letting purposes. ●
- Enjoying the benefit of a single garage and a good sized garden. ●

Property Details

Location

This property is located on the northern side of Quarry Park Road in a well established and popular residential area within easy walking distance of local shops and other amenities around the Plymstock Broadway district shopping centre with Plymouth City Centre approximately 5 miles or so distant.

Description

Probably built during the inter-War period this substantial semi-detached house is now in need of a comprehensive scheme of repair and modernisation but is very well suited for refurbishment to become a desirable family dwelling for owner occupation or for letting purposes given its favoured location.

EPC Rating: G17

Accommodation

Ground Floor

Entrance Hall, Sitting Room, Dining Room, Kitchen and W.C.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (single), and Bathroom with bath, wash hand basin and W.C.

Outbuildings

Attached single Garage.

Tenure

Freehold with vacant possession.

CAUTION

Due the current deteriorated state of the building, prospective purchasers should exercise extreme caution whilst inspecting the interior and do so at their own risk.

Guide Price £145,000 - £155,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Ebenezer Ola

Lot No.: 6A

10 POLLARD CLOSE, HOOE, PLYMSTOCK, PLYMOUTH, PL9 9RR



- Freehold with vacant possession. ●
- A three bedroomed semi-detached house located in a favoured residential area ●
- In need of repair and modernisation but readily upgraded to provide an attractive family dwelling for owner occupation or for letting purposes as a Buy to Let investment ●
- Enjoying the benefit of gas fired central heating, double glazing, a single garage and a good sized garden ●

Property Details

Location

Pollard Close is located off Lalebrick Road in a well established residential situation within easy reach of local shops and other amenities in Hooe. The district shopping centre around Plymstock Broadway and other out of town shops are also readily accessible and Plymouth City Centre is some 5 miles or so distant.

Description

A Wimpey built semi detached house constructed in the late 1960's but now in need of renovation. This property enjoys the benefit of a pleasant south facing rear garden of good proportion and a favoured residential situation. It readily lends itself for refurbishment for owner occupation or as a letting proposition.

EPC Rating: Applied For

Tenure

Freehold with vacant possession.

Accommodation

Ground Floor

Entrance Lobby, Entrance Hall, Sitting Room, Dining Room, Kitchen and covered Utility Area

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (single), and Shower Room with shower, wash hand basin and W.C.

Outside

Front garden and large enclosed rear garden with paved patio, lawn and flower borders

Outbuildings

Single Garage, Store and W.C.

Guide Price £185,000 - £200,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, 7 Radford Park Road, Plymstock, Plymouth, PL9 9DG

Tel: 01752 401515

Reference: Carol Foster

Lot No.: 7

32 WYNDHAM SQUARE

CENTRAL PLYMOUTH, DEVON, PL1 5EG



● Freehold with vacant possession ●

- Formerly St. Annes Convent an imposing Grade II Listed Building of undoubted character with thirteen principal rooms and ancillary accommodation ●
- Enjoying the benefit of a prominent site with the recently restored St Peter's Church as the focal point of Wyndham Square ●
- Ideally suited for sympathetic refurbishment to enhance the many attractive features of this fine period property ●
- Offering flexible accommodation with a variety of potential uses in addition to its current permitted use as "a House in Multiple Occupation" ●
- An additional feature is a former Coach House located at the rear of the site which is also ripe for improvement ●

Property Details

Location

Wyndham Square is a Conservation Area in the heart of East Stonehouse which boasts many period properties and is very well placed for the Millfields, the City Centre and the main campus of the University amongst many other central amenities

Description

An imposing Grade II Listed Building believed to date from about 1830 or thereabouts with many attractive features which lends itself for sympathetic refurbishment to restore it to its former glory. Formerly a convent, more recently it has been let as a house in multi-occupational use for which it has the necessary consent but given the flexibility of the accommodation the building lends itself for adaptation for a variety of uses to suit a purchaser's requirements subject to planning permission being obtained for change of use where required.

Tenure

Freehold with vacant possession.

EPC Rating: D66

Accommodation (Floor Plans available for inspection at offices of Auctioneers)

Ground Floor

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room, Breakfast Room, Kitchen and Cloakroom with wash hand basin and W.C.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (single), Second Kitchen/Breakfast Room, Bathroom with bath, wash hand basin and W.C., and separate Cloakroom with wash hand basin and W.C.

Second Floor

Landing, No.4 Bedroom (double), No.5 Bedroom (single), No.6 Bedroom (single), third Kitchen, No.7 Bedroom (double) intercommunicating with No.8 Bedroom (double). Bathroom with bath and wash hand basin and separate Cloakroom with wash hand basin and W.C.

Outside

Front garden
Enclosed rear courtyard

Outbuildings

Former Coach House with loft space above

Guide Price £210,000 - £225,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 7A

24, HERMITAGE ROAD
MANNAMEAD, PLYMOUTH, DEVON, PL3 4RU



- Freehold with vacant possession.
- A four bedroomed house of undoubted character now in need of renovation.
- Situated in a prime position in one of Plymouth's most favoured residential districts.
- Well suited for refurbishment as a family residence for owner occupation or for letting purposes

Property Details

Location

Occupying a south facing site in Hermitage Road near its junction with Hill Crest and Wilderness Road within easy walking distance of the Mutley Plain district shopping centre and readily accessible for the City Centre and main campus of the University about a mile or so distant.

Description

Probably built in about 1900 or thereabouts this bay fronted house is now in need of a comprehensive scheme of repair and modernisation but is very well suited for refurbishment to become a desirable family residence in the popular Mannamead suburb conveniently placed for most central amenities.

EPC Rating: E47

Accommodation

Ground Floor

Vestibule Entrance, Entrance Hall, Sitting Room, Dining Room, Kitchen/Breakfast Room, rear Entrance Lobby with Utility Area and rear entrance Porch.

First Floor

Landing, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (double), No.4 Bedroom (single)/Study and Bathroom with bath, bidet, wash hand basin, W.C. and shower cubicle.

Outside

Small front garden and enclosed rear garden.

Tenure

Freehold with vacant possession.

Guide Price £180,000 - £200,000

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

THOMPSON & JACKSON Solicitors, 4-5 St Lawrence Road, Plymouth, PL4 6HN

Tel: 01752 665037

Reference: Kathryn Garbett

Lot No.: 8

3 SUSSEX PLACE

THE HOE, PLYMOUTH, DEVON PL1 2HT



- A substantial freehold residential investment property of character
- An imposing building arranged as four self contained flats, two of which have been sold on long leaseholds and two of which have been let on Assured Shorthold tenancies
- Situated in a quiet cul-de-sac in a prime letting district in close proximity to Plymouth Hoe and the City Centre
- Currently fully let and producing a gross rental income including ground rents equating to approximately £11750 per annum

Property Details

Location

Sussex Place is situated off Citadel Road within easy walking distance of the City Centre and the waterfront along Plymouth Hoe and the Barbican.

Description

A bay fronted building arranged as four self contained flats and enjoying the benefit of a favoured central location in the heart of a well established residential area popular for both owner occupation and for letting purposes.

Accommodation

Lower Ground Floor Flat subject to a long lease
Ground Floor Flat subject to a long lease

A self contained First Floor Flat comprising:

Entrance Lobby, Sitting Room/Kitchen combined, Bedroom (double) and Shower Room with shower, wash hand basin and W.C.

A self contained Second Floor Flat comprising:

Landing, Sitting Room/Kitchen combined, Bedroom (double) and Bathroom with bath, wash hand basin and W.C.

Tenure

The property is offered subject to existing long leases and Assured Shorthold tenancies which at the time of going to print are as follows:-

Lower Ground Floor Flat (Flat 1) subject to a long lease for a term of 999 years from 7th August 1984 at a ground rent of £50 per annum.

Ground Floor Flat (Flat 2) subject to a long lease for a term of 999 years from 22nd November 1984 at a ground rent of £50 per annum.

First Floor Flat (Flat 3) let on an Assured Shorthold tenancy at a rent of £510 per calendar month.

Second Floor Flat (Flat 4) let on an Assured Shorthold tenancy at a rent of £460 per calendar month.

EPC Rating: First Floor Flat: D67, Second Floor Flat: E43



Guide Price circa £140,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 9

28 SOUTHSIDE STREET

THE BARBICAN, PLYMOUTH, DEVON, PL1 2LE



- Freehold, part commercial, part residential investment
- Occupying a prominent corner site in the heart of the historic Barbican shopping centre Arranged as a self contained commercial unit on the ground floor with 3 self contained apartments above
- When fully let capable of producing a gross rental income equating to approximately £32500 per annum
- A rare opportunity to acquire a valuable investment property in a prime location

Tenure

Freehold subject to leases or Assured Shorthold tenancies in place at date of completion but at time of going to print as follows:

Ground Floor Shop Premises let on a 10 year lease commencing 14th April 2012 at a current rent of £3750 per quarter (i.e. £15000 per annum)

First Floor Flat 1 let on an Assured Shorthold tenancy at a rent of £485 per calendar month

Second Floor Flat 2 at present vacant.

Third Floor Flat 3 at present vacant.

VAT: We are not aware of any VAT liability

Property Details

Location

Southside Street is the principal shopping thoroughfare linking Notte Street to the Barbican waterfront and the subject property occupies a prominent corner site on the northern side of the road. Plymouth City Centre is also readily accessible and within walking distance.

Description

A substantially built property of considerable age and character in the heart of a busy district shopping centre which is also very popular with tourists visiting the Mayflower Steps and other historic sights around the Barbican and Sutton Harbour.

The retail premises on the ground floor are occupied by The Whistlefish Gallery being one of the many traders in the area focussed on arts and crafts for which Southside Street and the surrounding area is famous.

The upper floors of the building are arranged as 3 self contained apartments, one of which is currently let on an Assured Shorthold tenancy but the remaining two have been held vacant pending sale.

Accommodation

Ground Floor

Lock-up retail premises currently occupied by The Whistlefish Gallery and comprising:

Shop, Rear Lobby and Cloakroom with wash hand basin and W.C.

First Floor: (Flat 1)

A self contained Flat comprising:-

Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Second Floor: (Flat 2)

A self contained Flat comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Third Floor: (Flat 3)

A self contained Flat comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Outside

Rear courtyard with external fire escape

EPC Rating:

Flat 1 - D56

Flat 2 - D60

Flat 3 - E52

Shop - C54

Guide Price circa £350,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 10

30/31 SOUTHSIDE STREET

THE BARBICAN, PLYMOUTH, DEVON, PL1 2LE



- Superior freehold, part commercial, part residential investment
- Situated in the heart of the historic Barbican shopping centre
- A very substantial building probably originally two adjoining properties but long ago arranged as a spacious commercial unit on the ground floor together with 5 self contained apartments on the upper three floors.
- When fully let capable of producing a gross rental income equating to approximately £46000 per annum.
- A rare opportunity to acquire an attractive investment property in a prime location.

Property Details

Location

Southside Street is the principal shopping thoroughfare linking Notte Street to the Barbican waterfront and the subject property occupies a prominent corner site on the northern side of the road. Plymouth City Centre is also readily accessible and within walking distance

Description

A spacious double fronted property of considerable age and character in the heart of a busy district shopping centre which is also very popular with tourists visiting the Mayflower Steps and other historic sights around the Barbican and Sutton Harbour.

The retail premises on the ground floor are occupied by the St Luke's Hospice Charity one of the well supported locally based charities.

Southside Street is favoured by many local traders with particular emphasis on arts and crafts together with a range of cafes, restaurant and other leisure related activities.

The upper floors of the building are arranged as 5 self contained apartments, three of which are currently let on Assured Shorthold tenancies but two of which have been held vacant pending sale.

Accommodation

Ground Floor

Lock up retail premises currently occupied by St Luke's Charity and comprising:

Spacious shop being a double unit with Staff Room, Lobby and Cloakroom with wash hand basin and W.C.

First Floor

A self contained First Floor Flat comprising:-

Sitting Room, Inner Landing, No.1 Bedroom (double), No.2 Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

There is one room at the rear of the building retained by the landlord as a Manager's Office with separate W.C. and Storeroom.

Second Floor:

A self contained Flat 1 comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

A self contained Flat 2 comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Third Floor:

A self contained Flat 3 comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

A self contained Flat 4 comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Outside

Very small enclosed rear courtyard.

Tenure

Freehold subject to leases or Assured Shorthold tenancies in place at date of completion but at time of going to print as follows:

Ground Floor Shop Premises let on a 12 year lease commencing 4th January 2011 at a current rent of £3750 per quarter (i.e. £15000 per annum).

First Floor Flat let on an Assured Shorthold tenancy at a rent of £650 per calendar month.

Second Floor Flat 1 at present vacant but previously let at a rent of £500 per calendar month.

Second Floor Flat 2 let on an Assured Shorthold tenancy at a rent of £495 per calendar month.

Third Floor Flat 3 let on an Assured Shorthold tenancy at a rent of £475 per calendar month.

Third Floor Flat 4 at present vacant but previously let at a rent of £500 per calendar month.

VAT: We are not aware of any VAT liability

EPC Rating:

First Floor Flat - C72

Flat 1 - C73

Flat 2 - C69

Flat 3 - D62

Flat 4 - D63

Shop - C61

Guide Price circa £500,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 11

46 SOUTHSIDE STREET

THE BARBICAN, PLYMOUTH, DEVON, PL1 2LE



- Freehold, part commercial, part residential investment
- Located in the heart of the historic Barbican shopping centre
Arranged as a self contained commercial unit on the ground floor with 2 self contained apartments on the upper two floors
- Currently let with the exception of one flat and producing a gross rental income equating to approximately £24000 per annum when fully let.

Tenure

Freehold subject to leases or Assured Shorthold tenancies in place at date of completion but at time of going to print as follows:

Ground Floor Shop Premises let on a 10 year lease commencing January 2012 at a current rent of £1000 per calendar month (i.e. £12000 per annum)

First Floor Flat 1 At present vacant but previously let at a rent of £500 per calendar month

Second Floor Flat 2 let on an Assured Shorthold tenancy at a rent of £500 per calendar month.

VAT: We are not aware of any VAT liability

Property Details

Location

Southside Street is the principal shopping thoroughfare linking Notte Street to the Barbican waterfront and the subject property occupies a prominent corner site on the southern side of the road. Plymouth City Centre is also readily accessible and within walking distance.

Description

A substantially built property of considerable age and character in the heart of a busy district shopping centre which is also very popular with tourists visiting the Mayflower Steps and other historic sights around the Barbican and Sutton Harbour.

The double fronted retail premises on the ground floor are occupied by The Flower Shop Café who also utilise the enclosed rear courtyard for additional seating when weather conditions permit.

The upper floors of the building are arranged as 2 self contained apartments each with gas fired central heating one of which is currently let on an Assured Shorthold tenancy and the other held vacant pending sale.

Accommodation

Ground Floor

Lock-up retail premises currently occupied by The Flower Shop Café and comprising:

Double fronted shop with front and rear sections including kitchen/preparation area with adjoining store.

First Floor:

A self contained Flat 1 comprising:-

Entrance Lobby, Sitting Room, Bedroom (double), Kitchen and Bathroom with bath, wash hand basin and W.C.

Second Floor:

A self contained Flat 2 comprising:

Landing, Sitting Room, Bedroom (double), Kitchen and Shower Room with shower, wash hand basin and W.C.

Outside

Enclosed rear courtyard utilised in conjunction with the Café operating from the ground floor premises.

Outbuildings

Cloakroom with wash hand basin and W.C.

EPC Rating:

Flat 1 - D63

Flat 2 - D59

Shop - E104

Guide Price circa £270,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 12

24 ERMINGTON TERRACE

MUTLEY, PLYMOUTH, DEVON, PL4 6QG



- Freehold Residential Investment
- A substantial property arranged as 5 flats
- Well situated in a favoured residential location just off the Mutley Plain district shopping centre
- Also within walking distance of the City Centre and the main campus of the University
- At present fully let and producing a gross rental income equating to approximately £20,800 per annum
- In need of renovation but well suited for refurbishment to provide a superior investment proposition

EPC Rating:

Flat 1 - F26
Flat 2 - F36
Flat 3 - G12
Flat 4 - F28
Flat 5 - G16

Property Details

Location

Ermington Terrace is situated off the western side of the busy Mutley Plain district shopping centre and also within easy reach of the principal railway station at North Road, the main campus of the University and Plymouth City Centre.

Description

A spacious bay fronted property with accommodation on three floors and arranged as 5 self contained flats. The property is offered subject to existing Assured Shorthold tenancies which are in place at the date of completion but which, at the time of going to print, are as follows:-

Ground Floor Front Flat (Flat 1) let at a rent of £90 per week
Ground Floor Rear Flat (Flat 2) let at a rent of £60 per week
First Floor Rear Flat (Flat 3) let at a rent of £60 per week
First Floor Front Flat (Flat 4) let at a rent of £100 per week
Second Floor Flat (Flat 5) let at a rent of £90 per week

Rental payments are inclusive of water/sewerage charges and gas supply charges paid by the Landlord

Accommodation

Ground Floor

Communal Vestibule Entrance and Entrance Hall

A front Ground Floor Flat (Flat 1) comprising:-
Sitting Room, Kitchen, Bedroom and Shower Room with shower, wash hand basin and W.C.

A rear Ground Floor Flat (Flat 2) comprising:-
Sitting Room, Kitchen, Bedroom and Shower Room with shower, wash hand basin and W.C.

A rear First Floor Flat (Flat 3) comprising:-
Sitting Room, Kitchen, Bedroom and Shower Room with shower, wash hand basin and W.C.

A front First Floor Flat (Flat 4) comprising:-
Entrance lobby, Sitting Room, Kitchen, Bedroom and Shower Room with shower, wash hand basin and W.C.

A Second Floor Flat (Flat 5) comprising:-
Entrance lobby, Sitting Room, Kitchen, No. 1 Bedroom, No. 2 Bedroom, Shower Room with shower and separate W.C., with low level suite and wash hand basin

Outside

Front garden and rear courtyard

Tenure

Freehold subject to existing tenancies at date of completion

Guide Price £150,000 - £175,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

KINGS SOLICITORS, 24 Fore Street, Ivybridge PL21 9AB
Tel: 01752 895252 Fax: 01752 690770
Reference: Richard King

Lot No.: 13

182 DEVONPORT ROAD

STOKE, PLYMOUTH, DEVON, PL1 5RD



- A superior Freehold Residential Investment
- A substantial property of considerable age and character well situated in a well established and favoured residential location
- Arranged as four self contained flats and currently fully let on Assured Shorthold tenancies producing a gross rental income equating to approximately £21480 per annum
- Enjoying the benefit of a comprehensive scheme of refurbishment carried out within the past fifteen years

TENURE

Freehold subject to existing Assured Shorthold tenancies in place at date of completion but at time of going to print as follows:

Ground Floor Flat let at a rent of £500 per calendar month.

First Floor Flat let at a rent of £500 per calendar month

Second Floor Flat let at a rent of £460 per calendar month

Third Floor Flat let at a rent of £330 per calendar month

EPC Rating: Applied for

Property Details

Location

This property is located near the junction with Stopford Place to the south of the Stoke Village district shopping centre and within easy reach of the commercial area in Albert Road. Plymouth City Centre is also readily accessible a little over one mile distant.

Description

A spacious and imposing bay fronted property arranged as four well presented self contained flats currently let on Assured Shorthold tenancies. The building enjoys the benefit of a fire safety system with emergency lighting and there is a car park at the rear for several vehicles.

The conversion into four self contained apartments was undertaken a little over ten years ago with grant of planning consent and deed of modification permitting its current arrangement

Accommodation

Ground Floor:

Communal Entrance Hall

A self contained Ground Floor Flat comprising:

Entrance Hall, Sitting Room/Kitchen combined, No.1 Bedroom, No.2 Bedroom and Shower Room with shower, wash hand basin and W.C.

First Floor:

A self contained First Floor Flat comprising:

Landing, Sitting Room/Kitchen combined, No.1 Bedroom, No.2 Bedroom, Child's Bedroom, Shower Room with shower, wash hand basin and W.C.

Second Floor:

A self contained Second Floor Flat comprising:

Landing, Sitting Room/Kitchen combined, No.1 Bedroom, No.2 Bedroom and Shower Room with shower, wash hand basin and W.C.

Third Floor:

A self contained Third Floor Studio Flat comprising:

Open Plan Sitting Room/Bedroom/Kitchen combined and en-suite Shower Room with shower, wash hand basin and W.C.

Outside

Gravelled forecourt.

Courtyard at rear with hardstanding for parking approximately 4 cars.

Guide Price £260,000 - £275,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

WOLFERSTANS, Deptford Chambers, 60/66 North Hill, Plymouth, PL4 8EP

Tel: 01752 663295 Fax: 01752 672021

Reference: Nikki Cobb

Lot No.: 14

"ELMCROFT", PARSONAGE ROAD NEWTON FERRERS, DEVON, PL8 1AS



● Freehold with vacant possession ●

- A spacious detached bungalow of individual design and character in need of renovation but with the added potential for further development ●
- Well suited for refurbishment as a three bedroomed family dwelling occupying a site of generous proportions in a much favoured residential location ●
- Ample space for further building on the site including the possibility for demolition of the existing bungalow subject to the necessary planning permission being obtained. ●

Property Details

Location

This bungalow is situated on the eastern side of Parsonage Road just before the junction with Archers Court and within easy reach of the twin waterfront villages of Newton Ferrers and Noss Mayo.

Description

Built post Second War this detached bungalow occupies a site of generous proportions backing on to farmland with panoramic east facing views from the rear over the surrounding countryside. The property now requires repair and modernisation but due to the nature of the site it affords the possibility for further development provided that the necessary planning permission were to be obtained for any additional buildings to be erected or for the existing bungalow to be demolished.

Accommodation

Spacious Entrance Hall, Sitting Room, Kitchen/Dining Room, Laundry/Utility Room, No.1 Bedroom (double), No.2 Bedroom (double), No.3 Bedroom (double), Bathroom with bath, bidet, wash hand basin and shower, and separate W.C..

Outside

Double garage, two greenhouses, garden stores and established gardens both to the front and to the rear of the bungalow.

Tenure

Freehold with vacant possession.

EPC Rating: Applied for

Guide Price £375,000 - £400,000 (plus fees stated inside front cover)

Sole Agents

SHOBROOK & CO LTD

Vendors Solicitors

G A SOLICITORS, 25 Lockyer Street, Plymouth, PL1 2QW
Tel: 01752 203500 Fax: 01752 513553
Reference: Donna Butler

GENERAL CONDITIONS OF SALE

We have used the RICS Common Auction Conditions (3rd Edition) and acknowledge that they are reproduced with the consent of the Royal Institution of Chartered Surveyors.

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

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

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

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

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

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 printed in bold black type appear in bold blue type 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 has signed up to the Banking Code or Business Banking Code 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) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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 to which the conditions refer including any supplement to it.

Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition

One of the auction conduct conditions or sales 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 not sold at 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.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions

That part of the sale conditions so headed, including any extra general conditions.

Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

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, any similar official).

Price

The price 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 tenancy schedule (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 a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 Introduction

- A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
- A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). 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.
- 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.

A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable 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.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

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, provided by others 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 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) 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 stated in the sale conditions; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
- 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 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.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.
- A6 **Extra Auction Conduct Conditions**
- A6.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.
- Words in bold blue type have special meanings, which are defined in the Glossary.
- The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.
- 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 the lot 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, but excluding any financial charges: these the seller must discharge 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) outgoings and other liabilities;
 - (g) any interest which overrides, within the meaning of 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.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 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.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary 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 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they 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.
- G2.4 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.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. Between contract and completion
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) 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) 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 (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 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.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 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 except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.
 - (b) 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.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days 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.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) 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.
 - (e) 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 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 Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- 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 remains liable in any respect 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.
- 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.
- G6.3 Payment is to be made in pounds sterling and only by:
(a) direct transfer to the seller's conveyancer's client account; and
(b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 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 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.
- 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 properly required.
- G9.5 The buyer must:
(a) promptly 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 licence has not been obtained 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 licence is obtained. 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 price (less any deposit paid) from the agreed completion date up to and including 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 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 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, 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.
- 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 in advance 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 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.
- G13.2 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.
- G13.3 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 contracts 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 lots inaccurate, incomplete or missing.
- G19.5 Where relevant:
 (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
 (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. Environmental**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
 (a) service charge expenditure attributable to each tenancy;
 (b) payments on account of service charge received from each tenant;
 (c) any amounts due from a tenant that have not been received;
 (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
 (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; 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 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 Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
 (a) delivered by hand; or
 (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
 (a) when delivered, if delivered by hand; or
 (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.
- G30. Extra General Conditions**
- Please refer to Notices to Prospective Buyers contained in the Auction Catalogue.

NOTICES TO PROSPECTIVE BUYERS

It is strongly recommended the Buyer reads this information carefully and takes independent legal and other appropriate advice.

The information below contains some amendments/additions to the Common Auction Conditions.

1. Definitions

'Addendum' means any additional information attached to the Special Conditions, Auction Catalogue or Particulars of Sale which amend the information previously provided.

'Common Auction Conditions' means the RICS Common Auction Conditions (3rd Edition). These are available for download from our website www.shobrook.co.uk reproduced with the permission of the Royal Institution of Chartered Surveyors.

'Legal Pack' means legal documentation provided by the Seller's solicitors on the Lot.

'Lot' means the Lot as described in the Particulars of Sale

'Particulars of Sale' means the information contained in the Auction Catalogue about each Lot

'Special Conditions' are provided by the Seller's solicitors and are part of the contract for sale for each property. They contain specific legal information about the property

2. Legal Information

Legal Pack

A Legal Pack is available for every Lot in our Auction Catalogue. It will generally contain the following:

- Special Conditions of Sale
- Title Deeds/Information
- Searches (if to be provided by the seller)
- Leases (if applicable)
- Energy Performance Certificate
- Together with any other important legal information

The Legal Pack can be obtained directly from the Seller's solicitors or will be available for inspection on the day of the Auction of the Lot.

It is important either you or your solicitor inspects the Legal Pack before proceeding to place a bid at the Auction.

3. General Conditions of Sale

3.1 Your attention is drawn to the Common Auction Conditions and the Special Conditions, the latter being obtainable separately from the Auctioneers or the Seller's legal advisers

3.2 There may be additions or amendments to the Particulars of Sale or Special Conditions. An Addendum relating to any such additions or amendments will be available at the auction. The Addendum will be attached to the sale contract and form part of the Contract for Sale. The Addendum may have to be signed on your behalf.

3.3 You will be deemed to have read and considered the Particulars of Sale, the Common Auction Conditions, the Special Conditions and any Addendum and have full knowledge of these and all documents and other matters referred to.

3.4 You are strongly advised to consult your legal advisers in respect of the matters referred to in this paragraph.

4. Particulars of Sale

4.1 You are advised to check the Particulars of Sale to ensure you are satisfied as to the accuracy of all measurements, areas, details of leases and all other matters subject to which the properties are sold or have the benefit of. All measurements and areas referred to in the Particulars of Sale are approximate only. You should also check whether any contents and fixtures or fittings expressed to be included in the sale are the property of the Seller concerned. The property should be inspected by you and all necessary enquiries made by you or your representatives with the Auctioneers, the Seller and the Seller's professional advisers. You should also make all necessary searches and enquiries of appropriate authorities.

4.2 You will be deemed to have inspected the relevant property and to have undertaken all necessary and appropriate enquiries and searches.

4.3 All statements made in the Particulars of Sale or otherwise (save for any statements made in writing by the Seller's Solicitors) relating to any property are made without responsibility on the part of the Auctioneers or the Seller. Neither the Auctioneers nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to any property. No such statement may be relied upon as a statement or representation of fact.

5. Plans and Photographs

5.1 All location plans shown in this catalogue are to enable you to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be disposed of. Such plans are expressly excluded from the Contract of Sale.

5.2 Any arrows on photographs or plans in this catalogue are to enable you to locate the property and are not intended to depict the interest or extent thereof to be disposed of.

5.3 No warranty or undertaking is given as to the accuracy of the photographs in this catalogue indicating the property proposed to be sold.

5.4 No warranty or undertaking is given that the photograph of the relevant property shows or refers to any of the occupiers of the property or whether any of the occupiers are trading or whether any tenant is in actual occupation or the state or condition of such property.

5.5 You must rely on your own inspection of the property concerned and the Special Conditions (obtainable from the Auctioneer or Seller's solicitors) as to the full description and extent of the area of the relevant property to be sold.

5.6 The site and location plans in this catalogue are reproduced from the Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office, Crown Copyright reserved.

6. Inspection

You should contact the Auctioneers to make arrangements to inspect properties.

7. Structure, Contamination and Equipment

7.1 7.1 You should consult your professional advisers with regard to the condition of the structure of the property to be sold and any possible contamination or pollution affecting it. Any full structural and environmental survey should be carried out by a professionally qualified person.

7.2 No representation, warranty or undertaking whatsoever is made or intended to be made in respect of:

- a) The state of the structure of any property or any fixtures, fittings or other items expressed to be included in the sale of the property.
- b) The type of structure or whether such structure is adequate or properly constructed or otherwise whatsoever in relation to the state of repair or the suitability of such structure or the fixtures, fittings or other equipment thereon.
- c) Whether or not there is any contamination or pollution in relation to the property to be sold or any property in the neighbourhood.
- d) Whether or not it complies with the legislation relating to the environment or contamination, pollution or dangerous or potentially dangerous substances.

8. Liability of Bidder

8.1 Each bidder will be deemed to be personally liable on making an accepted bid even though he purports to act as an agent for a principal Buyer or purports to sign the Memorandum of Contract in a representative capacity.

8.2 The bidder and the bidder's principal will be jointly and severally liable under the Contract of Sale.

9. Prior Auction Sales

9.1 Please contact the Auctioneers during the 3 days before the auction to enquire whether a particular Lot will be offered for sale at auction or whether it has been withdrawn or sold.

9.2 Neither the Auctioneers nor the Seller are responsible for any losses or abortive costs incurred by you in respect of Lots which are either withdrawn or sold prior to the auction.

10. Post Auction Sales

If the Auctioneers have authority to sign the sale memorandum and exchange contracts on behalf of the Seller during the post auction agency period. Contracts shall be treated as exchanged when the Auctioneers have received from the Buyer unconditionally the sale memorandum signed by or on behalf of the Buyer and the deposit, provided that the Auctioneers shall not be obliged to date the sale memorandum and release the part signed by the Auctioneers on behalf of the Seller until the Buyer's cheque for the deposit has cleared.

11. Estimated Prices and Rents - Information Relating to Tenant

11.1 Any estimates or suggestions given by the Auctioneers to you relating to the price at which a property will or may be sold or which you should bid for such property should not be accepted by you as a valuation. Any sum will only be accepted as an estimate of the price the Auctioneers consider the property may be sold for. Any estimates or suggestions given by the Auctioneers to you relating to the current or future open market rental for the whole or part of any property must not be accepted as valuations but only as estimates.

11.2 The Auctioneers have not carried out full valuations on any of the properties to be sold.

11.3 You should satisfy yourself by referring to your own professional advisers to establish that any estimates or suggestions given by the Auctioneers as to the expected purchase price or current or future rental value of properties are accurate.

11.4 The Auctioneers and the respective Sellers accept no responsibility for any loss, damage, costs or expenses incurred or suffered by you as a result of acting on any such estimates or suggestions.

11.5 Any financial or other information contained in this catalogue relating to tenants or other occupiers of property to be sold or as to the ownership of any tenants or occupiers is, unless otherwise stated, obtained from the Companies Registry files open to inspection by the general public or from the last published report and accounts of the tenant or the tenant's holding company. Please note, however, that circumstances may have changed since the relevant returns were filed at the Companies Registry or since the publication of the tenant's or tenant's Holding Company's last report and accounts. No warranty, representation or undertaking whatsoever is given that such information is accurate in all respects as at the date of the sale of the relevant property. You should make your own enquiries.

NOTICES TO PROSPECTIVE BUYERS

12. Definitions

- 12.1 A legally enforceable Contract of Sale of the relevant property is created on the fall of the hammer.
- 12.2 On a property being sold, the successful bidder will be given a Buyer's Slip by the Auctioneers. The bidder must complete the Buyer's Slip with the required information immediately, failing which the Auctioneers will be entitled to resubmit the property for sale and may treat the bidder and the Buyer as being in breach of contract. Resubmission of the property for the sale will be taken without prejudice to any claim there may be against the bidder and the Buyer for breach of contract.
- 12.3 The Auctioneers will prepare a Memorandum of Contract in the form appearing in this catalogue. Before the end of the auction, the successful bidder should arrange for such Memorandum of Contract to be signed by or on behalf of the Buyer. This will be exchanged for a part signed by the Seller, the Seller's solicitors or by the Auctioneers on behalf of the Seller.
- 12.4 Unless otherwise stated in the Special Conditions, the property will be at the Buyer's risk on being sold at the auction. The Buyer should therefore make his own arrangements for insurance immediately.

13. Definitions

- 13.1 A deposit of 10% of the purchase price, with a minimum of £2,000.00 (two thousand pounds) will be payable on the relevant property being knocked down. This provision may be amended by the Special Conditions which the Buyer should check.
- 13.2 The deposit should be handed to the Auctioneer's Clerk when the Buyer's Slip has been completed and made payable to the Seller or the Seller's legal advisors.
- 13.3 A separate deposit will be requested in respect of each Lot purchased.
- 13.4 Unless otherwise specified, cheques will be accepted. Cheques must be drawn on a bank or branch of a bank in the United Kingdom. Any other cheques may be rejected.

14. Identification/Money Laundering Requirements

In compliance with Money Laundering legislation all successful bidders are required to provide photographic evidence and proof of address. You are therefore advised to attend with a driving licence, passport and other form of identification.

15. Proxy Bids

Arrangements can be made not less than 3 days before the auction to make a Proxy Bid. A duly completed Proxy Bid Authorisation Form should be lodged with the Auctioneers not less than 3 days before the auction

16. Completion

The contractual completion date for each Lot will be 28 days after the date of the auction or 28 days after contracts have been exchanged in respect of pre and post auction sales, unless varied in the Special Conditions or Addendum.

17. Administration Fee

The Buyer agrees to pay the Auctioneers an administration fee of £450 plus VAT per Lot at the same time as the deposit. The administration fee should be made payable to the Auctioneers.

18. Liability of the Auctioneer

The auctioneers shall be under no financial liability in respect of any matters arising out of the auction or the particulars for any lot or any of the conditions relating to any lot. No claims shall be made against the auctioneers by the buyer in respect of any loss or damage or claim actually or allegedly suffered by or made against the buyer by reason of the buyer entering in to the contract.

19. Energy Performance Certificate

An Energy Performance Certificate will be made available in the Legal Pack and/or a full copy can be obtained by contacting the Auctioneers directly.

20. Vacant Possession

Where properties are not sold with vacant possession tenancy details will be given on the Auctioneers Particulars of Sale and/or the Seller's solicitors Special Conditions.

MEMORANDUM OF CONTRACT

LOT NUMBER.....

Agreement Date: 20

Seller:

Buyer:

Property: The property described in the Special Conditions of Sale relating to the above Lot number.

Name/Address of Buyer's

Solicitors or other person to whom

property documents to be sent

Purchase Price: £

Deposit: £

Balance: £

The Seller will sell and the Buyer will buy the Property for the Purchase Price in accordance with and subject to the terms and conditions referred to in the Common Auction Conditions, the relevant Particulars of Sale, the Special Conditions of Sale applying to the Property, any Addendum together with any other documents relating to the Property and attached to this agreement.

The Auctioneers (as defined in the Common Auction Conditions) acknowledge receipt of the Deposit in part payment of the Purchase Price.

The Buyer agrees to pay the balance of the Purchase Price and to complete the purchase in accordance with this agreement in all respects.

Signed by or on behalf of the Buyer Signed by or on behalf of the Seller