

PROPERTY
LAND AND
INVESTMENT
OPPORTUNITIES

18 LOTS

AUCTION CATALOGUE



Thursday 28th September 2017 - 11am

The Noverre Suite,
The Assembly House,
Theatre Street,
Norwich NR2 1RQ





REGIONAL PROPERTY AUCTION EAST ANGLIAN CENTRE

Location: The Noverre Suite, The Assembly House, Theatre Street, Norwich NR2 1RQ.
Date: Thursday 28th September 2017. **Start time:** 11am.

We are delighted to be holding our autumn sale at the Assembly House in Norwich and we can only hope that we will be able to emulate our 100% success rate back in June.

We see no reason why the market will not continue to be active throughout the price ranges for the coming months and if the last auction is an indication of strength and confidence we look forward to the months ahead.

We have a wide variety of property coming up in this sale, including lots in West Norfolk and the Fens together with some super opportunities in Norwich including detached houses, terraced houses and land along with fine family homes in South Norfolk, barns and property in North Norfolk as well.

We hold four auctions per year, in the spring, summer, autumn and winter and continue to do what we can to develop the service we offer. As always, we recommend the auction process as a very satisfactory way of maximising value and producing results for our clients and we are proud that Brown & Co offers a proactive and professional service throughout the region.

We continue to work with colleagues in Norwich, together with Vicki Coleman, Tom Cator and Henry Cockerton at our Holt office and James Hurst and the land agency team in King's Lynn. Our recent acquisition of Cockertons has strengthened our North Norfolk offering and we look forward to working with Henry and his colleagues to further enhance what we do. Our offices in Huntingdon and Bury St Edmunds also offer an auction service and we are looking to spread this across Eastern England and the East Midlands.

We work closely with Archant Newspapers and have joined the Mustard TV panel and hope that this medium will give viewers further information about the auction process and how Brown & Co can help buyers and sellers alike.

An auction sale suits so many different types of property and we are always keen to answer questions and to help people with enquiries either during the marketing period or at other times during the year. Equally, we are available to inspect properties at any time and confirm that our next auction will be on 13th December 2017.

Trevor Blythe, myself and the entire auction team look forward to helping people in the future and to seeing you at one of our sales.

Peter Hornor
Head of Norwich Auction Centre
peter.hornor@brown-co.com



Meet the team: Left to right: Peter Hornor, Trevor Blythe and Chris McEvoy.



BROWN&CO PROPERTY AUCTIONS

We hold regular property auctions in three key regional centres (Retford in Nottinghamshire, Spalding in Lincolnshire and Norwich). Brown & Co has a growing reputation and strong market presence in the areas in which we operate. Our approach has always been to develop our service along the lines of the core business of Brown & Co. We are a firm of property professionals accredited to the International Quality Standard ISO9001, giving you the assurance that the quality of our work is independently audited and constantly improving.

We undertake regular and high profile advertising leading up to our auctions, and take pride in the quality of our catalogues. In addition, our website at brown-co.com is proving to be increasingly popular as a source of enquiries for auction properties and our catalogues are always available online, together with the results of previous sales and legal packs, when available, are free to download. More recently we have joined forces with other agents across the region to offer even wider coverage, and an improved regional service.

For the latest information on this auction, including any late entries, e-mail alerts and further details of our property services visit brown-co.com. For further information on selling property at auction, or on any of the services Brown & Co offers please speak to one of the auction team on 01603 629871.



OUTSTANDING SUMMER AUCTION WITH OVER £3M WORTH OF PROPERTY SOLD

Brown & Co were delighted with the results of their summer auction at the Assembly House in Norwich on Thursday 22nd June. Including one lot sold immediately afterwards the firm had 100% success rate, selling over £3.25M worth of property in the process.

A packed room saw brisk bidding with many lots sold for way in excess of the reserve prices. The results show that there is a strong demand for property throughout the price ranges in our region, which can only be encouraging. In particular, a four bedroom house in need of renovation in Cringleford sold at £645,000 being over £100,000 over the reserve.

A house in need of renovation in Newton St Faith sold for a figure close to £100,000 over the reserve and a terraced house in Green Hills Road, Norwich sold for a figure well in excess of the reserve. The full list of results are shown overleaf and we look forward to continuing the success. At the time of going to print with this catalogue we have a great deal of interest in the lots for our autumn sale for fingers crossed!

Trust us with your lot.

All Brown & Co, auctions are supported by high quality marketing to promote them to potential buyers and ensure our clients' land and property receive maximum exposure. We are keen to help people unlock value and if you would like a first class service including auction catalogues, local and national advertising and online marketing with local knowledge then contact us now. We are proud of our reputation and let us know if you would like a copy of our residential auctions divisional brochure.

WORKING WITH AGENTS ACROSS THE REGION

Brown&Co has a spread of offices across East Anglia and the East Midlands and in order to maximise the opportunities available and to make our auction business as significant as it is, we are continuing to spread the service across our offices and we have now established auction centres in Spalding, Retford and Brigg, and equally work with some of the region's leading estate agents.

The benefit is quite simple: we offer unrivalled auction coverage across the region and a co-ordinated pro-active approach to selling property.



THE AUCTION IMPORTANT INFORMATION



Guide prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction.

Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction), which will be set within the quoted guide range or no more than 10% above a single figure guide. This reserve price is confidential.

Prospective purchasers are advised to check with the Auctioneers regarding any amendments.

Neither the client nor Brown & Co will be liable for any loss or expense incurred by prospective buyers as a result of guides/reserves being increased prior to the sale.

Please be aware that filming may be taking place during the auction.

An administration charge of £395 plus VAT (£474) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

RESULTS OF REGIONAL PROPERTY AUCTION

THURSDAY 22ND JUNE 2017

NORWICH OFFICE:



| Lot | Address | Guide Price | Sale Price |
|-----|--|---------------------|------------|
| 1 | 16 Elderbush Lane, Catfield, Great Yarmouth, NR29 5BZ | £110,000 - £130,000 | £158,000 |
| 2 | Garages adjacent to 19 Vicarage Close, Potter Heigham, NR29 5LE | £15,000 - £25,000 | £37,000 |
| 3 | 35 Green Hills Road, Norwich, NR3 3ET | £100,000 - £120,000 | £145,000 |
| 4 | Jasmine Cottage, 91 Back Street, Garboldisham, IP22 2SD | £160,000 - £180,000 | £175,000 |
| 5 | 136 Penn Grove, Norwich, Norfolk, NR3 3JP | £60,000 - £70,000 | £100,000 |
| 6 | 17 Newmarket Street, Norwich, NR2 2DW | £150,000 - £170,000 | £175,000 |
| 7 | 1 Tolwin Walk, Norwich, Norfolk, NR3 4TP | £130,000 - £150,000 | SOLD AFTER |
| 8 | 8 Garages to Rear of 44, Lynewood Road, Cromer, NR27 0EF | £30,000 - £40,000 | £35,000 |
| 9 | The Old Thatched Cottage, Watton Road, Shropham, NR17 1DY | £150,000 | £168,000 |
| 10 | 3 Beaucourt Place, Walcott, NR12 0PH | £160,000 - £180,000 | £159,000 |
| 11 | Fransgreen Bungalow, Sandy Lane, East Tuddenham, NR20 3JG | £225,000 - £235,000 | £270,000 |
| 12 | South Lodge Cottage, Low Road, Great Plumstead, Norwich, NR13 5ED | £190,000 - £210,000 | £190,000 |
| 13 | Broomfield, Loddon Road, Bergh Apton, Norwich, NR15 1BT | £325,000 - £345,000 | £350,000 |
| 14 | 190 Manor Road, Newton St. Faith, Norwich, NR10 3LG | £160,000 - £180,000 | £266,000 |
| 15 | 7.52 acres Amenity Land off Manor Road, Newton St. Faith, NR10 3LG | £80,000 - £110,000 | £372,000 |
| 16 | 1 Stratford Crescent, Cringleford, Norwich, NR4 7SF | £495,000 - £525,000 | £645,000 |

REGIONAL PROPERTY AUCTION

THURSDAY 28TH SEPTEMBER 2017

NORWICH OFFICE:



| Lot | Address | Guide Price |
|-----|--|------------------------|
| 1 | 2 Rowington Road, Norwich, NR1 3RR | £130,000 - £150,000**† |
| 2 | 18 Riverdale Court, Brundall, Norfolk, NR13 5AE | £70,000 - £80,000**† |
| 3 | Flat 6 Hardwick House, King Street, Norwich, NR1 1DB | £80,000 - £100,000**† |
| 4 | Plot adjacent to 2, Primrose Road, Norwich, NR1 4AT | £90,000 - £110,000**† |
| 5 | 120 Main Street, Hockwold, Thetford, Norfolk, IP26 4NB | £40,000 - £60,000**† |
| 6 | Land adj. 30, Green Lane, Spalding, Lincolnshire, PE11 2YD | £5,000 - £10,000**† |
| 7 | Barn 1, Orchard Farm Barns Low Common, Bunwell, Norfolk, NR16 1TD | £125,000 - £150,000**† |
| 8 | The Chequers, Main Street, Gedney Dyke, Spalding, Lincolnshire, PE12 0AJ | £200,000 - £250,000**† |
| 9 | 42 School Lane, Northwold, Thetford, Norfolk, IP26 5NB | £140,000 - £160,000**† |
| 10 | Beck Cottage, Bawburgh Lane, Great Melton, Norfolk, NR9 3PE | £170,000 - £175,000**† |
| 11 | Kings Farm Barns, Baxters Lane, Shotesham All Saints, Norfolk, NR15 1XP | £90,000 - £110,000**† |
| 12 | The White House, 356 Dereham Road, Norwich, NR5 8QE | £175,000 - £195,000**† |
| 13 | Eastgate Cottage, Cross Street, Salthouse, Norfolk, NR25 7XH | £375,000 - £425,000**† |
| 14 | Three Nags Cottage, The Common, Fritton, Norfolk, NR15 2QS | £395,000 - £425,000**† |
| 15 | Lyndhurst, Broaden Lane, Hempnall, Norfolk, NR15 2LU | £320,000 - £335,000**† |
| 16 | 10 Chester Street, Norwich, Norfolk, NR2 2AY | £295,000 - £310,000**† |
| 17 | Bracondale House, 9 Bracondale, Norwich, NR1 2AE | £495,000 - £525,000**† |
| 18 | Building Plot off Southgate Lane, Norwich, NR1 2DB | £175,000 - £195,000**† |

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OPEN DAY SCHEDULE & VIEWING ARRANGEMENTS

| | | | |
|---|---|--|---|
| 42 School Lane, Northwold | Tuesdays & Thursdays 10am - 10.30am | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| 120 Main Street, Hockwold | Tuesdays & Thursdays 11am - 11.30am | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| 2 Rowington Road, Norwich | Tuesdays & Thursdays 12.45 - 13.15pm | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| Beck Cottage, Bawburgh Lane Great Melton | Tuesdays & Thursdays 10am - 10.45am | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| Three Nags Cottage The Common Fritton, Nr Hempnall | Tuesdays & Thursdays 11.30am - 12.30pm | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| Lyndhurst Broaden Lane, Hempnall | Tuesdays & Thursdays 12.45 - 1.30pm | Tuesdays: 29th August. 5th, 12th, 19th September | Thursdays: 24th, 31st August. 7th, 14th, 21st September |
| 356 Dereham Road, Norwich | Wednesdays & Fridays 10am - 10.30am | Wednesdays: 30th August. 6th, 13th, 20th September | Fridays: 25th August. 1st, 8th, 15th, 22nd September |
| 9 Bracondale and Plot at Southgate Lane Bracondale, Norwich | Wednesdays & Fridays 11am - 12pm | Wednesdays: 30th August. 6th, 13th, 20th September | Fridays: 25th August. 1st, 8th, 15th, 22nd September |
| Hardwick House King Street, Norwich | Wednesdays & Fridays 12.30pm - 1pm | Wednesdays: 30th August. 6th, 13th, 20th September | Fridays: 25th August. 1st, 8th, 15th, 22nd September |
| 10 Chester Street, Norwich | Wednesdays & Fridays 1.30 - 2pm | Wednesdays: 30th August. 6th, 13th, 20th September | Fridays: 25th August. 1st, 8th, 15th, 22nd September |
| The Chequers Public House Main Street, Gedney Dyke | Please call the Norwich Auction Team on 01603 629871 | | |
| 18 Riverdale Court, Brundall | Please call the Norwich Auction Team on 01603 629871 | | |
| Kings Farm Barns Baxters Lane, Shotesham | Please call the Norwich Auction Team on 01603 629871 | | |
| Orchard Farm Barn Low Common, Bunwell | Please call the Norwich Auction Team on 01603 629871 | | |
| Eastgate Cottage, Cross Street, Salthouse | Please call the Holt Office on 01263 713143 | | |
| Land at Spalding | Available to view at any reasonable time at viewer's own risk | | |
| Plot adjacent to 2 Primrose Road Thorpe Hamlet | Available to view at any reasonable time at viewer's own risk | | |



2 Rowington Road, Norwich, Norfolk NR1 3RR
 Guide Price £130,000 - £150,000*†

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LOT 1



General: Older style three bedroom end terraced house which has been let for many years but is now sold vacant. The property features gas fired central heating and most windows are double glazed. Improvement and some repair is now required.

Outside there is a small front garden. The rear garden is divided into two, with one part laid to grass and the other laid to gravel and has been used by the previous tenants as an off road parking space.

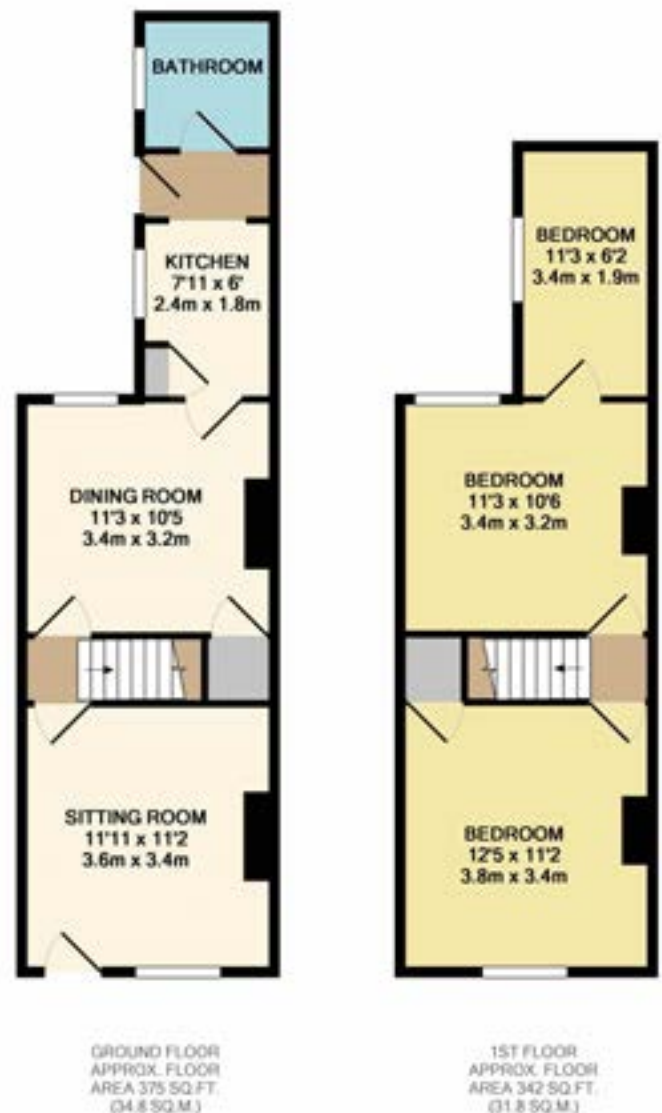
Location: Rowington Road is located within a popular residential neighbourhood lying just off Trafford Road and within walking distance of the city centre.

Directions: Head away from Norwich along Queens Road and at the traffic lights turn right in front of Sainsbury's supermarket onto Brazengate and then right again onto Grove Road. At the mini-roundabout turn left onto Southwell Road and then first right into Rowington Road and the property will be found on the left hand side.

Energy Rating: D

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12.45pm and 1.15pm, commencing on Thursday 24th August and ending on Thursday 21st September.

Solicitors: Howes Percival (Attn Alex Farman), Flint Buildings, 1 Bedding Lane, Norwich, NR3 1RG. Tel 01603 762103



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LOT 2

18 Riverdale Court, Brundall, Norwich, Norfolk NR13 5AE
Guide Price £70,000 - £80,000*†



General: A one bedroom ground floor flat presented in good order throughout. The property is currently let on an Assured Shorthold Tenancy at £490 per calendar month (£5,880 per annum) but the property will be sold with vacant possession.

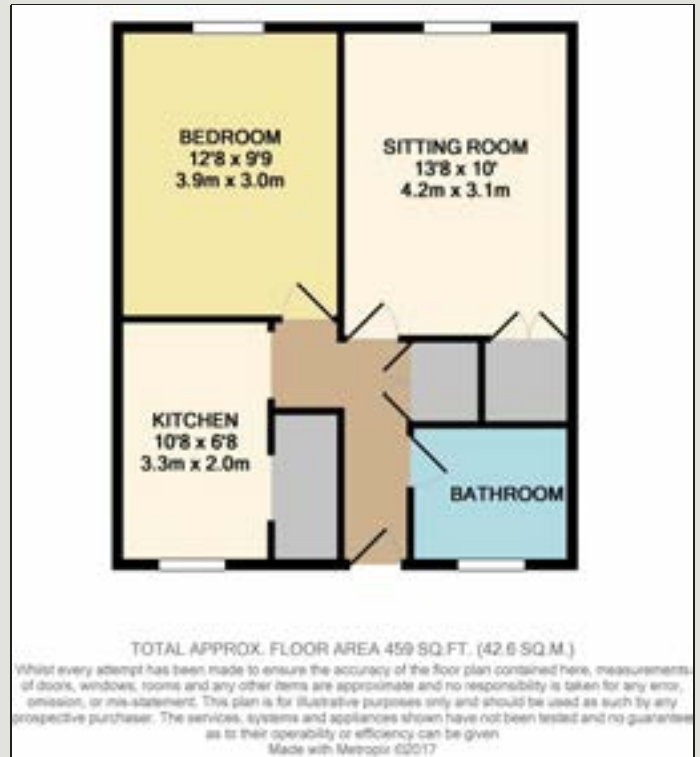
Outside there are communal gardens and a single en-bloc freehold garage is also included.

Location: Brundall is a popular and well served village lying approximately 8 miles to the east of Norwich, close to the A47 and the Norfolk Broads.

Directions: Head away from Norwich on the A47 in the direction of Great Yarmouth and proceed into the village of Brundall. Once in The Street, continue over the mini-roundabout, pass the parade of shops and turn right into The Dales. Continue to the bottom and Riverdale Court will be found on your left hand side. No. 18 will be found along the walkway on top of the bank.

Tenure: Leasehold. Approximately 59 years remaining. Current ground rent approximately £50 per annum. Service charge of £352.72 in 2016.

Energy Rating: E.



Viewing: Our representative will be at the property on Fridays only between 3.30pm and 4.00pm, commencing on Friday 25th August and ending on Friday 22nd September.

Solicitors: Isadore Goldman (Attn Robert Pyke), Lawrence House, 5 St Andrews Hill, Norwich, NR2 1AD. Tel 01603 611370

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Flat 6 Hardwick House, King Street, Norwich, Norfolk NR1 1DB
Guide Price £80,000 - £100,000*†

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LOT 3
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General: Flat 6 is one of 23 units within this Grade II Listed building which was converted approximately 10 years ago. Hardwick House has been many things throughout its life before being converted and was once part of Anglia Television Studios. It is built of Bath stone and is a prominent feature at the top of Prince of Wales Road.

The property is currently let on an Assured Shorthold Tenancy for £550 per calendar month (£6,600 per annum) and at the time of inspection the tenant expressed his wish to stay for the foreseeable future until around April 2018 we believe, but this is subject to final confirmation.

Location: The premises is located just a short walk from the main shopping areas of Norwich including the Riverside Development, all of which has many cafes, bars and restaurants amongst numerous other attractions to delight the most discerning of customers.

Directions: Walking from Tombland towards Prince of Wales Road, continue straight over onto King Street. The entrance to Hardwick House will be found on the right hand side almost opposite a road known as Greyfriars and the former Nags Head public house.

Energy Rating: D.

Tenure: Leasehold. 125 years from 2007. Ground rent is £200 per annum. The service charge has historically been between £1,100 and £1,500 per annum but we await specific costs for this year.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12.30pm and 1.00pm, commencing on Friday 25th August and ending on Friday 22nd September.



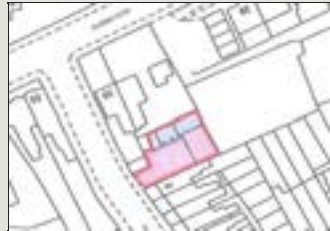
Solicitors: Cozens-Hardy LLP (Attn Anna Farquharson), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel 01603 625231

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LOT 4

Plot adjacent to 2 Primrose Road, Norwich, Norfolk NR1 4AT
Guide Price £90,000 - £110,000*†



General: Planning consent was granted in February 2015 for the demolition of the garages and for the construction of a detached three bedroom, three storey dwelling with integrated garage under reference no. 14/01757/F. Copies of all relevant documentation can be found on Norwich City Council's planning portal website.

Location: The plot occupies a slightly elevated position within this popular area which lies just a short distance east of the city centre.

Directions: Head away from Norwich on Barrack Street and at the roundabout turn right onto Riverside Road. Bear left onto Rosary Road and then turn left onto St Leonards Road. Continue for some distance and this then becomes Quebec Road. Turn right into Primrose Road and the piece of land will be found immediately on your left.

Agent's Notes:

1. Please be aware that the single detached garage at the front of the site is not included.
2. We understand that there is a right of way over the land to 27 Quebec Road. Please see legal pack for details.
3. As of 4th February 2015, there is a CIL Liability Charge of £11,353.46.
4. Please note there is a main drain that runs alongside the gable end of no. 2 Primrose Road which serves adjoining properties.

Viewing: At any reasonable time during daylight hours. Prospective purchasers should note that no liability can be held either against the vendor or the agents, Brown & Co as auctioneers in respect of any viewing of the land.



All persons viewing should be aware that they enter the site entirely at their own risk.

Solicitors: Isadore Goldman (Attn Robert Pyke), Lawrence House, 5 St Andrews Hill, Norwich, NR2 1AD. Tel 01603 611370

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120 Main Street, Hockwold, Thetford, Norfolk IP26 4NB
Guide Price £40,000 - £60,000*†

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LOT 5
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COMMERCIAL OPPORTUNITY

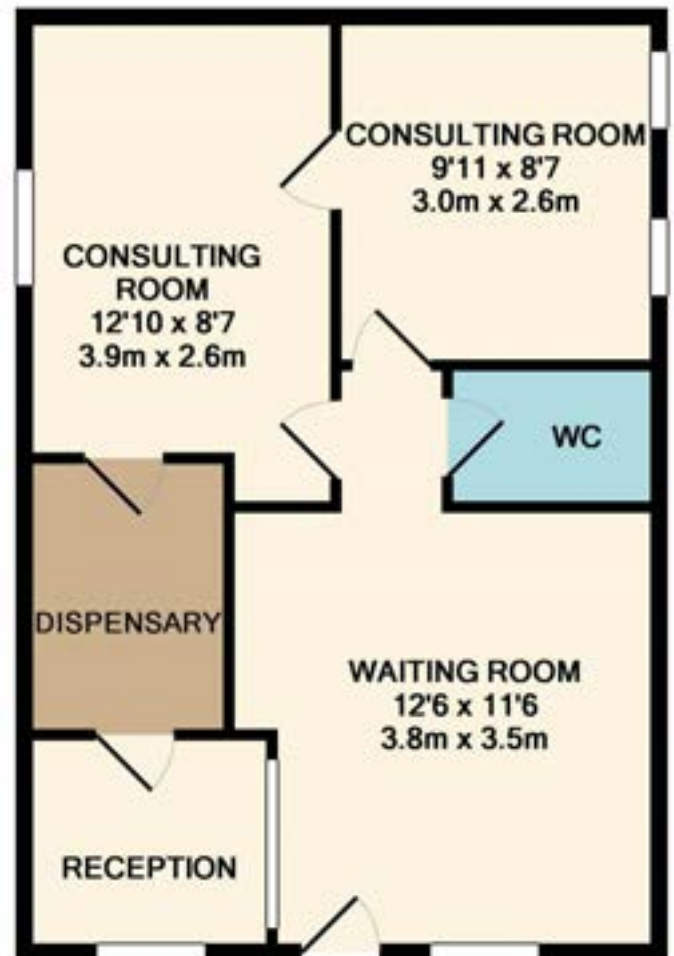
General: An attached brick and flint building formerly a Methodist Chapel and latterly a doctors' surgery but now sold vacant. The premises is in fair order throughout and extends to approximately 400sq.ft. of internal space. According to the Valuation Office website the premises is described as Surgery and Premises with a rateable value of £2,842 effective from 1st April 2017.

Location: Hockwold-cum-Wilton lies close to the Norfolk/Suffolk border and is approximately 10 miles north-west of Thetford.

Directions: Coming into the village from Feltwell, turn left into Malts Lane which then becomes Main Street, or if entering the village from the Lakenheath direction turn right into Main Street, proceed for approximately three quarters of a mile and the property will be found in both instances on the right hand side.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Thursday 24th August and ending on Thursday 21st September.

Solicitors: Rudlings & Wakelam (Attn Mr Clive Wadham-Smith), 14 Woolhall Street, Bury St Edmunds, IP33 1LA. Tel 01284 755771



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LOT 6

Land adjacent to 30, Green Lane, Spalding, Lincolnshire PE11 2YD
Guide Price £5,000 - £10,000*†



General: Parcel of land mainly overgrown, located between the railway line and Green Lane in Spalding. The land which has access off Green Lane measures approximately half an acre, subject to measured survey.

PLEASE NOTE : The footbridge which spans the land is not included.

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

Location: The land is located a short distance from the centre of Spalding which is a well served South Lincolnshire market town.

Directions: Leave Spalding via the A151 Winsover Road. Turn right into St Thomas's Road, turn next right into Green Lane and the entrance to the lane will be found just after no. 30. Access to the land is barred at the moment but people can view the land from above using the railway footbridge.

Viewing: Any reasonable time during daylight hours. Prospective purchasers should note that no liability can be held either against the vendor or the agents, Brown & Co as auctioneers in respect of any viewing of the land. All persons viewings should be aware that they enter the site entirely at their own risk.

Solicitors: Buckles Solicitors LLP (Attn Mr Michael Rabbett), Grant House, 101 Bourges Boulevard, Peterborough, PE1 1NG. Tel 01733 888888

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Barn 1, Orchard Farm Barns Low Common, Bunwell, Norwich,
Norfolk NR16 1TD
Guide Price £125,000 - £150,000*†

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LOT 7
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General: Timber framed detached barn with consent to convert into a four bedroom dwelling with new cart lodge. The property stands in approximately half an acre (subject to measured survey) and is located in a pleasant rural position.

Please note that a further parcel of land measuring approximately 2.7 acres (subject to measured survey) is available by separate negotiation after purchase.

Planning: Planning consent was granted by South Norfolk Council in February 2017 under reference 2016/2914. Relevant documents can be found on South Norfolk Council's planning website portal.

Please note:

- Water, electricity and BT connections have been brought to the barn
- A share of the cost of upkeep of the drive will be payable
- CIL liability is £23,220.96
- The removal of the grain dryers situated in the main barn will be the responsibility of the new owner

Location: Low Common is a rural hamlet lying outside the main village of Bunwell and is approximately 5 miles from Long Stratton and approximately 7 miles from the well served market town of Wymondham.

Directions: Head away from Tacolneston on the Long Stratton Road. Bear right into Tabernacle Lane and proceed for approximately half a mile, bear left and at the next junction bear right, still on Tabernacle Lane. Continue for approximately quarter of a mile and at the junction turn right and then bear immediately left and proceed up the hill onto Forncett Road. Continue for approximately half a mile and at the junction with Low Common, bear right and then immediately sharp right into Orchard Farm. Continue past the farmhouse, around to the left where the barn will be found on the left hand side.

Viewing: Please call us for viewing arrangements.

Solicitors: Spire Solicitors (Attn Colin Wright), The Pines, 50 Connaught Road, Attleborough, NR17 2BP. Tel 01953 453143

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The Chequers Main Street, Gedney Dyke, Spalding, Lincolnshire PE12 0AJ
Guide Price £200,000 - £250,000*†



FREEHOLD COMMERCIAL OPPORTUNITY

General: The Chequers at Gedney Dyke is a fine dining restaurant and bar with a comfortable apartment over which is currently occupied by the pub manager. The property was completely refurbished approximately 5 years ago and is in excellent condition throughout.

Internal Details:

BAR AREA with fully fitted bar server which accommodates around 20 covers

SNUG AREA

RESTAURANT for approximately 50 covers, which includes the conservatory

WC's for ladies, gents and disabled

ANCILLARY AREAS, including catering kitchen, prep area and beer cellar (at ground level)

External Details:

Gravelled car park for approximately 40 vehicles, lawn area and outside wooden store.

Accommodation:

Situated on the first floor and comprising lounge, two bedrooms, bathroom and kitchen.



PLEASE NOTE: The fixtures and fittings, if required, will be available to purchase by separate negotiation after the sale.

Location: The Chequers is situated on the main street in the village of Gedney Dyke in Lincolnshire. Located south of the A17 Boston to King's Lynn road, approximately 2 miles from Holbeach and approximately 2 miles north-west of Long Sutton.

Energy Rating: D

Viewing: Please call us on 01603 629871 for viewing arrangements.

Solicitors: MCP Solicitors (Attn Mr Paul Garner), 8 York Row, Wisbech, PE13 1EF. Tel 01945 464331

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†An administration charge of £395 plus VAT (£474) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



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LOT 8
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LOT 9

42 School Lane, Northwold, Thetford, Norfolk IP26 5NB
Guide Price £140,000 - £160,000*†



General: Detached brick and flint property which requires improvement and updating. Reputed to have been at some time three dwellings, the property was converted some years ago and is now one property. Potential exists to re-convert to a number of units, subject to planning.

Outside, all the garden is at the front and is laid with flower beds, plants, shrubs and evergreens. A single garage is also located within the garden and to the rear is a school playing field.

Location: Situated in the popular village of Northwold, the property sits well back from the road with a school playing field to the rear. Northwold lies almost mid-way between the well served market towns of Swaffham, Thetford and Downham Market.

Directions: From either Downham Market or Thetford, proceed along the A134 and continue into the village via Methwold Road. At the crossroads turn right onto School Lane and the property will be found next to the school.

Energy Rating: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.00am and 10.30am, commencing on Thursday 24th August and ending on Thursday 21st September.



Solicitors: Fraser Dawbarns (Attn Dawn Tegerdine), 29 London Road, Downham Market, PE38 9AS. Tel 01366 383171

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**Beck Cottage, Bawburgh Lane, Great Melton, Norwich,
Norfolk NR9 3PE**
Guide Price **£170,000 - £175,000*†**

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LOT 10
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Joint Sole Agents

General: The property comprises a detached cottage of character, formerly two semi-detached properties, situated in a rural position and constructed of brick under a pitched main roof.

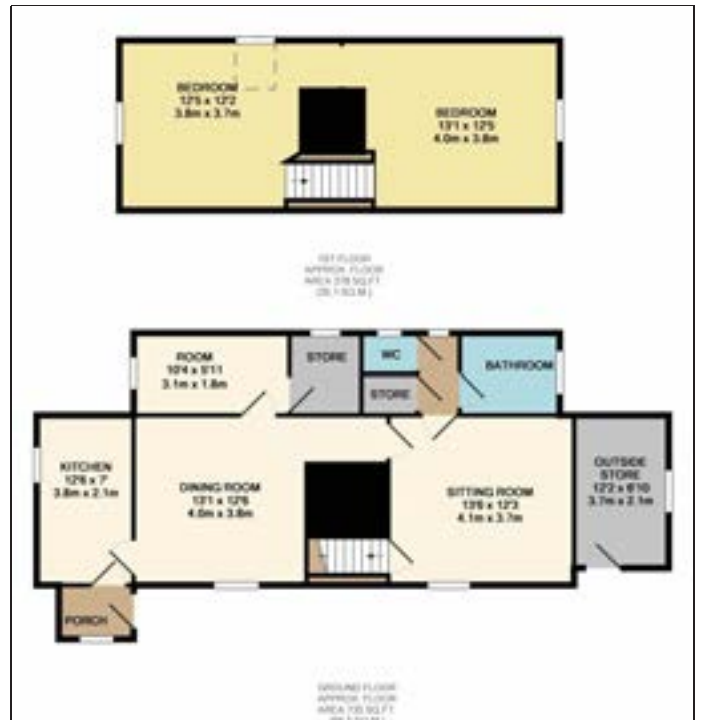
The accommodation is well arranged on two floors and includes entrance porch, kitchen, dining room, study/bedroom 3, sitting room, inner lobby, cloakroom and bathroom on the ground floor together with two bedrooms on the first floor.

Outside, the grounds are a major feature of the property, extending to 0.51 acres (STMS). Beck Cottage is approached via a drive from the road leading up to the front of the house and the gardens are mainly laid to lawn running down to the beck.

The cottage was let for many years and is now being sold vacant. Whilst the roof was overhauled some 8-9 years ago, any buyer will want to re-arrange the accommodation and install new kitchen and bathroom and perhaps extend, subject to the necessary planning consent being forthcoming.

Overage will be payable in the event that planning is obtained for additional dwelling(s) on this land. Any agreement will not preclude buyers from extending the existing property in any way. Further details will be found in the legal pack.

Location: Great Melton is situated about 5 miles to the west of Norwich, within easy reach of the Norwich southern bypass, close to Bawburgh and within striking distance of Wymondham with all its facilities and amenities. This is a great opportunity to live



tucked away in a rural position yet within easy reach of the capital of Norfolk and communication routes.

Directions: Proceed out of Norwich on Earlham Road, go over the southern bypass and continue for approximately 2 miles. Turn right at the first main crossroads into Bawburgh Lane and the property will be seen on the left hand side of the road.

Energy Rating: E

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.00am and 10.45am, commencing on Thursday 24th August and ending on Thursday 21st September.

Solicitors: Cozens-Hardy LLP (Attn Caroline Linsdell), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel 01603 625231

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LOT 11

Kings Farm Barns, Baxters Lane, Shotesham All Saints, Norwich,
Norfolk NR15 1XP
Guide Price £90,000 - £110,000†



General: The property here comprises a group of barns in a super position with south-westerly views over open countryside and including a good curtilage of land. The barns here have permitted development rights for residential conversion from South Norfolk Council under ref. 2017/0739 and plans setting out the detail are available for inspection at the office or on their website. Kings Farm Barns offer a great deal of privacy and are surrounded by an area of agricultural land which is included in the sale. This is an unusual property with two separate barns providing four bedrooms in all and open plan accommodation in the main barn. There is scope and flexibility to create an interesting family home.

Location: Baxters Lane is located on the edge of Shotesham in South Norfolk, some six miles from the city of Norwich and close to the village of Brooke with its shopping and transport facilities, including local butcher, post office, pub, garage and with good public transport service. Otherwise there are good shops in Poringland and Bungay is within easy reach. This is an excellent opportunity to live tucked away in a special place with south facing views and the opportunity to create a fine family home.

Directions: Proceed out of Norwich on the B1332 Bungay Road, travelling through Framingham Earl and Poringland. On entering the village of Brooke, turn right at the crossroads and proceed through High Green, bearing round to the left. Just before Shotesham, turn left into Baxters Lane and the property will be seen on the right hand side.



Viewing: Please call us on 01603 629871 for viewing arrangements.

Solicitors: Sprake & Kingsley (Attn David Sprake), 16 Broad Street, Bungay, NR35 1EN. Tel 01986 892721

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The White House, 356 Dereham Road, Norwich, Norfolk NR5 8QE
 Guide Price £175,000 - £195,000*†

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LOT 12



General: The White House comprises a detached property constructed of rendered brickwork with a pitched main roof and occupying a good plot of land on Dereham Road.

The accommodation is well arranged on two floors with entrance hall, sitting room, dining room and kitchen on the ground floor, together with three bedrooms and bathroom on the first floor.

The grounds are more than adequate for a property of this size and type and include a single garage together with hard standing for a number of vehicles at the front and side. The garden at the rear is larger than usual, being mainly laid to lawn and screened by trees and shrubs.

The property is in poor order and will be of interest to a wide variety of buyers, including owner occupiers and investors.

Location: The White House is situated adjoining the roundabout with the outer ring road and is within easy reach of the centre of Norwich with all its shopping and transport facilities.

Directions: Proceed out of Norwich on Dereham Road and on reaching the outer ring road, go straight over the roundabout and the property will be seen on the left hand side.

Energy Rating: F



Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.30am, commencing on Friday 25th August and ending on Friday 22nd September.

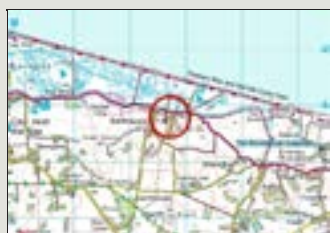
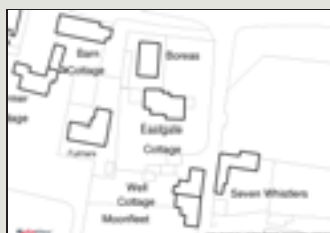
Solicitors: Hayes & Storr (Attn Jane-Louise O'Kane), 27 Bull Street, Holt, NR25 6HP. Tel 01263 712835

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LOT 13

Eastgate Cottage, Cross Street, Salthouse, Holt, Norfolk NR25 7XH
Guide Price £375,000 - £425,000*†



General: Eastgate Cottage comprises a three bedroom detached period property overlooking the sea and offering well arranged accommodation on two floors with three bedrooms. The property is believed to date back to 1890 or thereabouts, being of traditional construction under a pitched tiled roof.

The gardens run to north and south with attached outbuildings and a single detached garage which is approached via a shared driveway.

The whole will be of great interest to buyers looking to acquire a holiday home or for owner occupiers or developers. There is scope to alter and improve the accommodation, subject to planning consent being forthcoming. Few properties of this size and type with the plot and the position have come onto the open market in recent years.

Location: Salthouse is situated on the North Norfolk coast and Eastgate Cottage overlooks the marshes, being within easy reach of Cley-next-the-Sea, Weybourne and Blakeney and within striking distance of Holt and Sheringham with all their shopping, transport, recreational and educational facilities.

This is an excellent opportunity to live tucked away in a special place in the North Norfolk area, some 22 miles from the city of Norwich.

Directions: From our Holt office, proceed out of the town on the Cley road and continue for about 3 miles. On reaching the village of Cley, bear round to the left and follow the coast road and on arriving at Salthouse turn immediately right into the village and Eastgate Cottage will be seen on the right hand side.



Energy Rating: E

Viewing: Our representative will be at the property on the following dates: 26th August - 10-11am, 2nd September - 1-2pm, 9th September - 10-11am, 16th September - 2-3pm

Solicitors: Hayes & Storr (Attn Stephanie Connor), Chancery Lane, The Buttlands, Wells-next-the-Sea, NR23 1ER. Tel 01328 8710210

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Three Nags Cottage, The Common, Fritton, Norwich, Norfolk NR15 2QS

Guide Price £395,000 - £425,000*†



 Joint Sole Agents

General: This Grade II Listed cottage is of timber frame construction under a thatched roof, dating back to the 17th Century with later additions and was formerly The Three Nags Public House.

The accommodation is arranged on two floors with reception hall, sitting room, dining room, study, family room, two bedrooms, kitchen, breakfast room, larder, utility room and bathroom on the ground floor, together with two bedrooms and bathroom on the first floor.

The layout of the rooms provides a great deal of flexibility and part of the ground floor could easily be used as an annexe for elderly parents or to derive an income.

Outside, the grounds are a major feature with front garden, drive and rear garden together with meadow/grazing land, with the land totalling in all about 2.22 acres (STMS).

This is an excellent opportunity to acquire a first class period property with a great deal of character and flexibility.

Location: The property is situated on the edge of Fritton Common in an unspoilt rural position about 10 miles south of the cathedral city of Norwich and some 2 miles from Long Stratton, where there

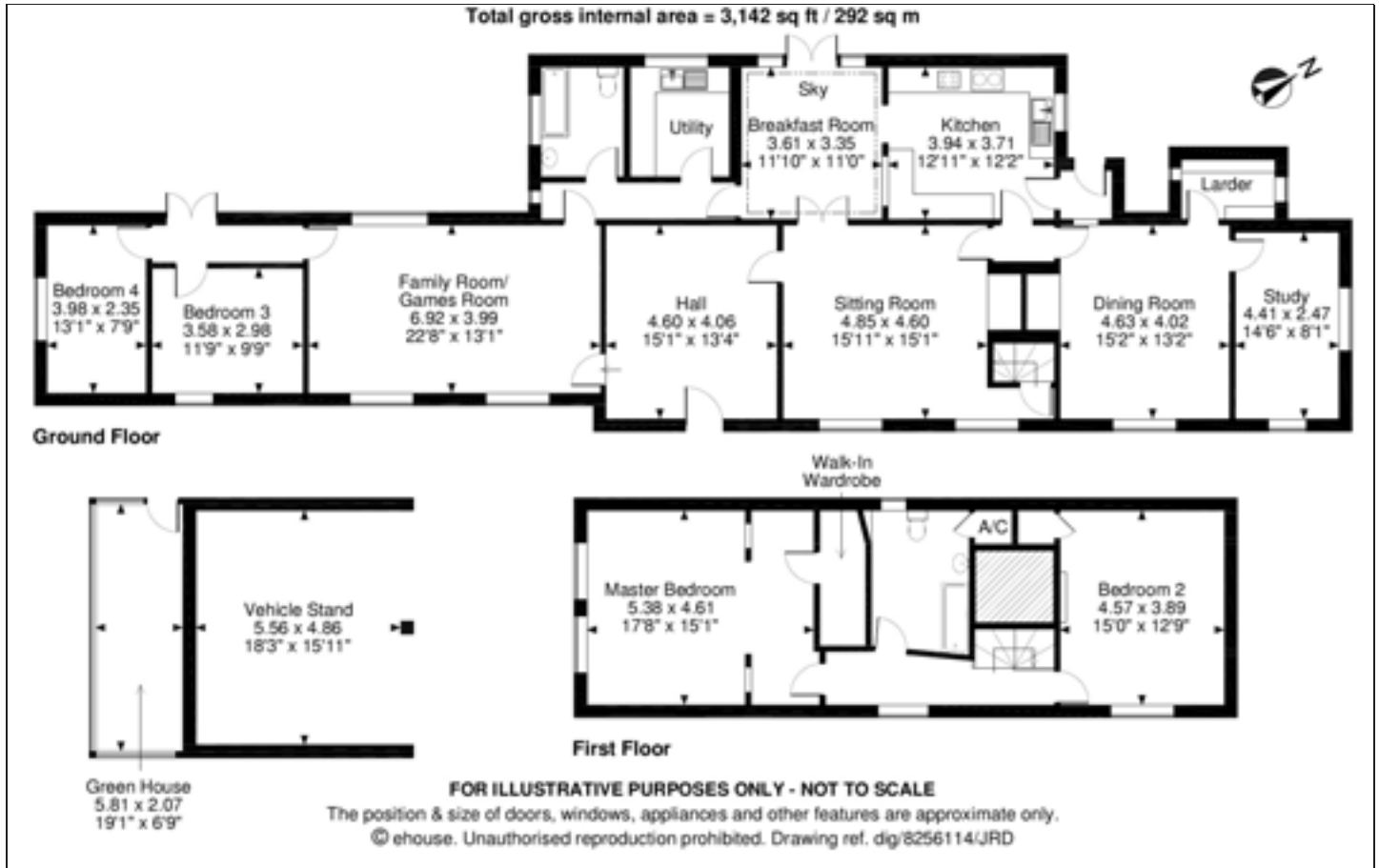
are excellent local shopping and transport facilities. The nearby village of Hempnall, about one mile distant, has a village shop, butcher, primary school, doctors' surgery and tennis club. Diss is located about 14 miles to the south. There are mainline rail services from Diss and Norwich serving London Liverpool Street.

Directions: Proceed out of Norwich on the A140 Ipswich Road and continue through Tasburgh. Turn left onto the B1527 signposted towards Hempnall and Bungay. After about 1½ miles on the edge of Hempnall turn right at the crossroads and continue into the village of Fritton. Three Nags Cottage will be found at the end of the village on the right hand side.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.30am and 12.30pm, commencing on Thursday 24th August and ending on Thursday 21st September.

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Solicitors: Leathes Prior (Attn Mr William Riley), 74 The Close,
 Norwich, NR1 4DR Tel 01603 610911

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LOT 15
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Lyndhurst, Broaden Lane, Hempnall, Norwich, Norfolk NR15 2LU
Guide Price £320,000 - £335,000*†



General: Lyndhurst comprises a detached property constructed of part rendered brickwork under a pitched main roof with varying elevations dating back to Victorian times with later additions.

The property offers well arranged accommodation on two floors including entrance hall, sitting room, family/dining room, breakfast room, kitchen, side lobby, cloakroom, utility room, freezer room/lobby, shower room and study/bedroom 4 on the ground floor, together with landing, bedroom 1, dressing room, inner landing, bedroom 2, back landing, family bathroom and bedroom 3 on the first floor.

Outside, the grounds are more than adequate for a property of this size and type, being approached at the rear via a drive leading up to the house with plenty of hard standing for vehicles. The single storey outbuildings and garage area are included within the sale.

The main gardens are at the side and front of the property, being mainly laid to lawn with flower borders and provide some privacy and are a major feature of the property.

Lyndhurst has been occupied by the same family for many years and comes to the market in need of some re-arrangement and improvement but represents an excellent opportunity for a number of different buyers to acquire a first class residence in a popular residential area in south Norfolk.

Location: Hempnall is situated about 10 miles south of Norwich with easy access to the main A140 Ipswich Road. There is a post office in the village together with bus service with easy access into Norwich. The property is situated fairly close to the centre of the village, near the War Memorial.

Directions: Proceed out of Norwich and go through Lakenham, continuing through Caistor St Edmund, Stoke Holy Cross and Saxlingham Nethergate. Continue along this road which winds round and on entering Hempnall the property will be seen on the left hand side of the road before the War Memorial.

Energy Rating: G

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12.45pm and 1.30pm, commencing on Thursday 24th August and ending on Thursday 21st September.

Solicitors: Hatch Brenner (Attn Rachael Hughes), 4 Theatre Street, Norwich, NR2 1QY. Tel 01603 660811

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IMPORTANT NOTICE TO PURCHASERS

To comply with Anti-Money Laundering Regulations please make sure you can supply the following documentation if you are the successful bidder.

- If you are purchasing a property in your name we will require two forms of identification:
 1. Photographic – driving licence or passport
 2. Proof of residence – council tax or utility bill received within the last three months (something with your name and home address clearly stated)
- If the lot is being bought in more than one name, two forms of ID (as above) for all parties must be provided.
- If you bid on behalf of somebody else (Proxy bid) we require two forms of ID (as above) for the person bidding and for the intended purchaser(s).
- For company purchasers, two forms of ID (as above) must be provided for the bidder, along with two forms of ID for anybody in the company having more than a 25% beneficial share, plus the Company's Certificate of Incorporation.





10 Chester Street, Norwich, Norfolk NR2 2AY
Guide Price £295,000 - £310,000*†



General: The property comprises an interesting hall entrance terraced house with larger than usual accommodation, being 'over the passage' at first floor level. It has brick external elevations under a pitched slate roof with small single storey brick and tile extension to the rear. The front elevation has a single bay and the rear elevations are mainly rendered.

The accommodation includes wide entrance hall, two reception rooms and kitchen/breakfast room. Stairs from the entrance hall lead to the wide landing at first floor level which has an airing cupboard and gives access to four bedrooms together with bathroom, having old three-piece suite.

Outside, to the rear is a fan-shaped garden with numerous outbuildings including brick and tile stores, old external WC together with part brick and part glazed lean-to greenhouse. The rear garden benefits from a lawn together with shrubs and ornamental trees, although would benefit from some cultivation. Permit parking to street.

The residence does, however, now require a scheme of refurbishment and updating together with redecoration throughout.

Location: The dwelling is conveniently located off Gloucester Street in this extremely popular residential area, being close to the Unthank Road with all its local shopping facilities. It is also in close proximity to both state and private schools. The University of

East Anglia, the Norfolk & Norwich University Hospital, the Business Park and the outer ring road are also within easy reach of the property. Prospective purchasers should note that the house is approximately one mile from Norwich market and the city centre.

Directions: Leave Norwich city centre via the Unthank Road and continue towards the outer ring road. After passing the local supermarket, turn left into Gloucester Street and then take the second left into Chester Street and the dwelling will be found on the right hand side of the road.

Services: Mains water, electricity and drainage are connected. There is an old gas meter to the rear external wall which may require replacement and renewed connection.

Tenure: Freehold.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 1.30pm and 2.00pm, commencing on Friday 25th August and ending on Friday 22nd September.

Solicitors: Hansells (Attn Gemma Murrell) 4 Grammar School Rd, North Walsham, NR28 9JH. Tel 01603 753464

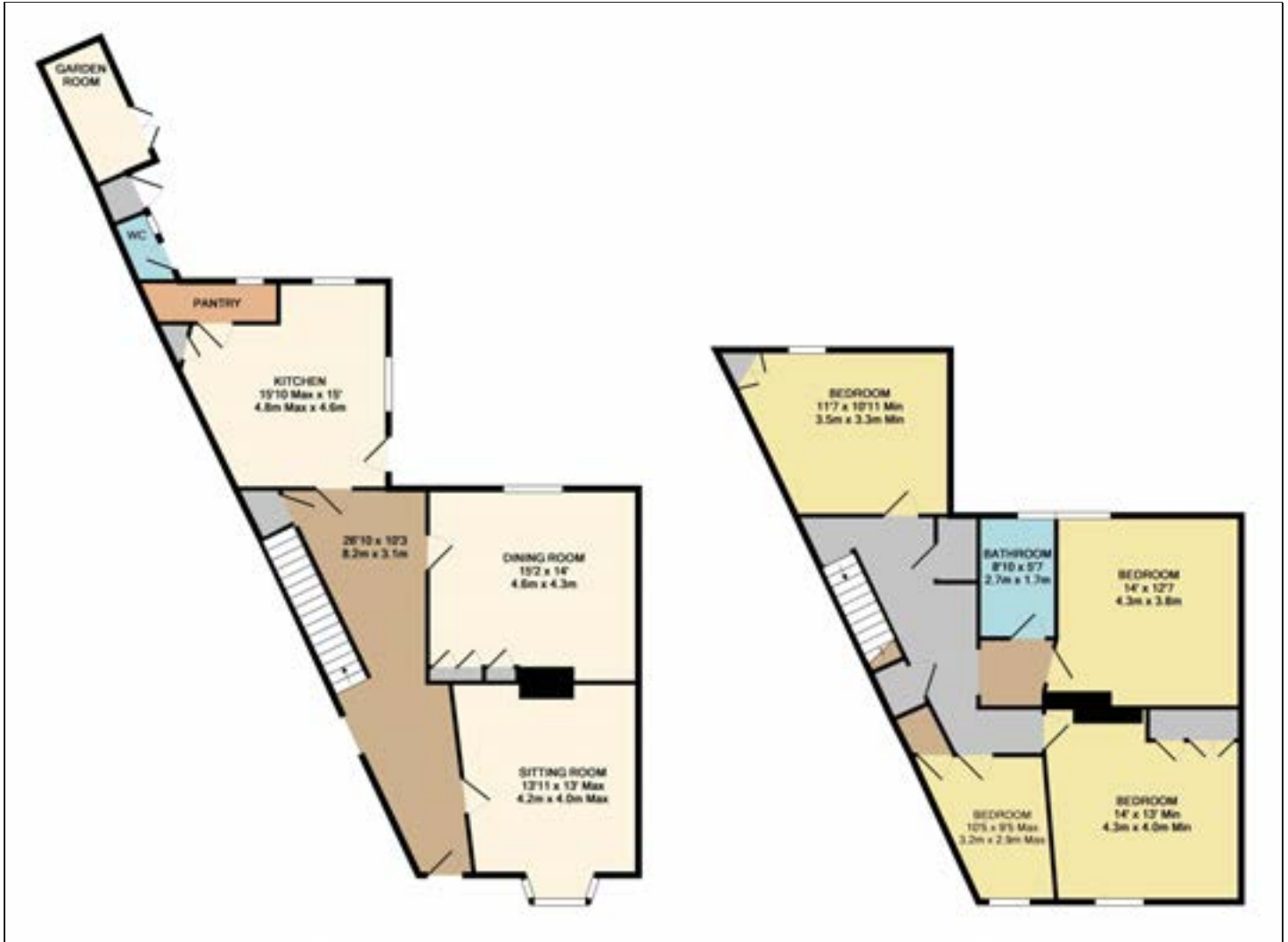
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Bracondale House, 9 Bracondale, Norwich, Norfolk NR1 2AE
Guide Price £495,000 - £525,000*†



General: An excellent opportunity for the owner occupier or investor to own an outstanding period property dating back to the mid-19th Century. Located within the Norwich City Centre Conservation Area, being included in the Local List as a local identified heritage asset and sitting on the line of the Medieval city wall. The property itself is constructed of two storey solid brick walls above a basement, with slate covered double pitched roof being attached to no. 7 Bracondale and including a further small two storey extension to the rear dating back to the 1970's.

The accommodation is well arranged on two floors and the whole will be suitable as a family home or for division into flats, as per the planning permission pending.

Outside, the grounds are more than adequate for a property of this size and type with a great deal of privacy. The house is approached via a drive leading up to the side of the house with hard standing for a number of vehicles and the garage. The gardens that go with the house are mainly laid to lawn with flower borders and a number of specimen trees.

Planning Matters: Formal planning consent is currently awaited for the conversion of the property into four quality apartments.

Historical Note: The house has not come to the market for many years, the Warminger family having moved to no. 9 in 1950 close to their recycling business that many will remember in Ber Street. Alfred Warminger was Sheriff of Norwich in 1960 and a Magistrate for many years and the property comes to the market nearly 70 years after it was originally purchased by the family.

It has been brought to our attention that some underpinning works were carried out to the front of the house approximately 15 years ago.

Location: Bracondale is situated on the southern perimeter of the city of Norwich and within walking distance of the centre, with local shopping and transport facilities within easy reach. There is easy access to the Norwich southern bypass and Trowse village as well as the Whitlingham Country Park. This is an excellent opportunity to live in one of the premier residential areas of Norwich with a great deal of history.

Directions: Proceed along the inner ring road from the St Stephens Road roundabout towards Bracondale. The property will be seen on the left hand side just before the turning into Southgate Lane.

Energy Rating: E

Viewing: Our representative will be at the property on Wednesdays and Fridays between 11.00am and 12.00 noon, commencing on Friday 25th August and ending on Friday 22nd September.

Solicitor: Birketts (Attn Jane Mickleburgh), Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB. Tel 01603 756517

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1ST FLOOR
 APPROX FLOOR
 AREA 1262 SQ FT
 (374.4 SQ M)



2ND FLOOR
 APPROX FLOOR
 AREA 1212 SQ FT
 (352.7 SQ M)



GROUND FLOOR
 APPROX FLOOR
 AREA 2151 SQ FT
 (625.1 SQ M)

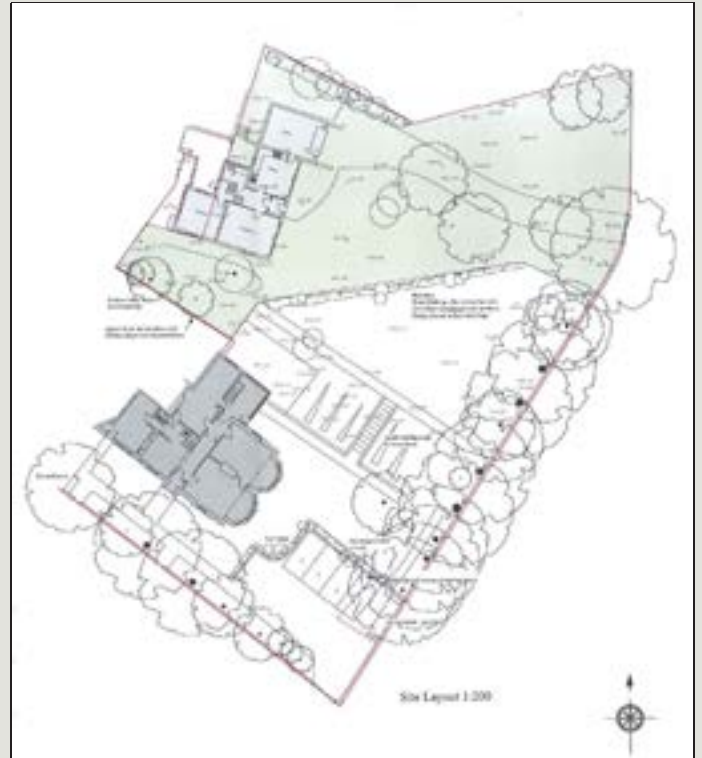


CELLAR FLOOR
 APPROX FLOOR
 AREA 238 SQ FT
 (70.1 SQ M)

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LOT 18

Building Land at Southgate Lane, Norwich, Norfolk NR1 2DB
Guide Price £175,000 - £195,000*†



General: The land here offers an unusual opportunity to acquire a first class plot of land with planning permission pending for the erection of a detached dwelling in one of the prime residential areas of the city, set back off Bracondale.

The site is situated at the rear of no. 9 Bracondale, being approached via Southgate Lane with a gated drive leading up to the site.

AGENT'S NOTES:

- (1) There is a CIL liability.
- (2) It will be the buyer's responsibility to erect a fence between the plot and 9 Bracondale. Full details will be available in the legal pack.

Location: Bracondale is situated on the southern perimeter of the city of Norwich and within walking distance of the centre, with local shopping and transport facilities within easy reach. There is easy access to the Norwich southern bypass and Trowse village as well as the Whitlingham Country Park. This is an excellent opportunity to live in one of the premier residential areas of Norwich with a great deal of history.

Directions: Proceed from St Stephens roundabout along Queens Road towards Bracondale. Turn left into Southgate Lane and the entrance to the plot will be found on the left hand side.

The plan above is for identification purposes only and not to scale. It shows the building plot shaded in green and the location of the proposed property in relation to the existing adjoining property, 9 Bracondale.

Viewing: Access to the site will be available when our representative is in attendance at the adjacent property, 9 Bracondale, on Wednesdays and Fridays between 11.00am and 12.00 noon, commencing on Friday 25th August and ending on Friday 22nd September.

Solicitors: Birketts (Attn Jane Mickleburgh), Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB. Tel 01603 756517

*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.

†An administration charge of £395 plus VAT (£474) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

FOR SALE BY INFORMAL TENDER



56 TAVERHAM ROAD, Drayton, NR8 6RY

GUIDE £450,000

House with renovation opportunity and possible development potential.

Set back from the road within this particularly attractive residential location. This substantial detached home requires a full and comprehensive modernisation program to achieve its full potential. Set in a plot of approx. 0.58 acre (subject to measured survey) this home would be ideal for an owner occupier or for development subject to the necessary planning approvals.

The flexible accommodation is currently arranged to provide two/ three generously proportioned reception rooms, kitchen, bathroom and three/four bedrooms on the ground floor with staircase proving access to a further bedroom and second bathroom.

A great opportunity to create an attractive family home, although there is scope to approach the local planning authority to see whether they would look favourably upon an application for further development on this generous plot.

Please contact the agents on 01603 629871 for further details and brochure.

Closing date for tenders: 12 noon on 5th October 2017

ARCHITECTURE AND PLANNING

With our primary studio based in Norwich, the Architecture and Planning department work on a wide range of exciting projects such as renovations, extensions and new builds, across the Brown&Co office network.



From inception of the scheme, including drawings and planning/building control applications, through to completion on-site, our team works on a range of schemes including; new build, residential extensions, barn conversions and listed buildings.

Our close working relationships with local authority planning, conservation and building control officers enables us to adapt to fast changing regulations and complete projects in line with clients' objectives and expectations.

Our experienced team are also able to handle contract administration of projects from small schemes to full refurbishments, ranging from £50k - £2m. By completely overseeing the works and certifying payments we can provide a completed walk-in building or conversion.

Our team offer design flair together with a safe pair of hands to take your project through from the initial stages to a completed project.

We offer as much or as little assistance as you require throughout this process – designing and overseeing an entire project or helping with only parts to suit each individual contract.

For more information contact Fraser Hall:
T 01603 629871 | E fraser.hall@brown-co.com

BROWN & CO





NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form.

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE:

BROWN&CO
AUCTION

Name: _____

Name of Company (if applicable): _____

Of (Address): _____

Postcode: _____

Tel: _____

Mobile: _____

*I/We hereby authorise Brown & Co to bid on *my/our behalf by *proxy/telephone for the property detailed below. (*delete as applicable)

I confirm that I have read and understood the Special and General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone as set out overleaf.

PROPERTY AND BID DETAILS

Lot No. _____

Property Address: _____

My maximum bid (proxy bids only) will be: £ _____

(amount in words) _____

DEPOSIT

*I attach a cheque for 10% of my proxy bid or £5000, whichever is the greater, made payable to BROWN & CO

OR

*I attach a blank cheque to be completed by the Auctioneer if my bid is successful.

My cheque of £ _____

is made payable to BROWN & CO.

(amount if applicable)

(*delete as applicable)

SOLICITORS

My solicitors are: _____

Of (Address): _____

Postcode: _____

Tel: _____

Person acting: _____

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound buyer of the property referred to above and must complete the purchase of the property within the time specified in the Special Conditions of Sale.

I enclose a separate cheque in respect of administration charges, which will only be payable if I am the successful buyer, made payable to BROWN & CO in the sum of £474 (£395 plus VAT).

Signed: _____

Dated: _____

PLEASE RETURN THIS FORM WITH YOUR CHEQUE AND ID INFORMATION TO: BROWN&CO,
THE ATRIUM, ST GEORGE'S STREET, NORWICH NR3 1AB AND MARK THE ENVELOPE "PROXY BID".





TERMS AND CONDITIONS

FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property does so under the following terms and conditions:

BROWN&CO
AUCTION

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT. We will also require proof of identity in the form of a driving licence or passport and a utility bill before we can act on your behalf.
2. The form must be sent to, or delivered to: Brown & Co, The Atrium, St George's Street, Norwich, NR3 1AB to arrive before 6pm two working days prior to the start of the auction. It is the bidder's responsibility to check that the form has been received by Brown & Co and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser for 10% of the purchase price if the prospective purchaser is successful in purchasing the relevant property, in accordance with the General or Special Conditions of Sale relating to the Lot.
4. The bidder shall be deemed to have read the "Important Buyers' Information" and the particulars of the relevant Lot in the catalogue together with General and Special Conditions of Sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of a written bid, Brown & Co staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Brown & Co reserve the right not to bid.
6. Brown & Co reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
7. In the event that a bid is received in the auction room which is the same as a non-attending bid then this bid will take precedence over the non-attending bid.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendor's solicitor pending completion.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no responsibility whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Brown & Co liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. An administration charge will be payable on a successful purchase in the sum of £474 (£395 plus VAT).
13. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
14. The authority can only be withdrawn by notification in writing delivered to Brown & Co at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day's auction. It is the bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, and any successful Contract is binding on the bidder.
15. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Brown & Co staff as empowered under the written authority. Brown & Co will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
16. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Brown & Co will not be held responsible or liable for any loss suffered in respect thereof.

I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: _____

Dated: _____

Please sign this page and ensure the form overleaf is completed.



MEMORANDUM OF SALE

BROWN&CO
AUCTION

Property Address: _____

The Seller: _____

The Buyer: _____

Postcode: _____ Tel: _____

It is agreed that the Seller sells and the Buyer buys the property described in the accompanying particulars and conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price: £ _____

Less Deposit: £ _____

Balance: £ _____

Dated: _____

Completion Date: _____

Signed: _____

Authorised Agent for Seller

As Agents for the Seller we acknowledge receipt of the deposit in the form

of: _____

Dated: _____

Signed: _____

The Buyer

Buyer's Solicitor: _____

Postcode: _____ Tel: _____

Seller's Solicitor: _____

Postcode: _____ Tel: _____



GENERAL REMARKS AND STIPULATIONS

IMPORTANT BUYERS INFORMATION

(All lots are sold subject to Special Conditions of Sale)

BROWN&CO
AUCTION

1. CONDITIONS OF SALE

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

2. AUCTION PROCEDURE AND LEGAL MATTERS

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

3. VIEWINGS

All viewings are strictly by appointment with the Auctioneers. Where viewing times are specified a representative from Brown & Co will be in attendance and you may view without an appointment.

4. GUIDE PRICES AND RESERVES

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

5. WITHDRAWAL OF LOTS

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

6. PARTICULARS

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

7. EASEMENTS

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

8. DEPOSIT

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

9. INSURANCE

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

10. DISPUTES

Should any disputes arise between the Vendor and the Purchaser as to the interpretation of any part of the said particulars and General Remarks and Stipulations, or as to any matter therein contained, the same shall be referred to the arbitration of the Auctioneers whose decision shall be conclusive and binding on all parties.

11. SCHEDULE

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

12. MONEY LAUNDERING REGULATIONS

In order to meet our legislative requirements under the Money Laundering Regulations, bidders should bring identification documentation such as passport, driving licence or utility bill to the auction on the day.

Bidders should provide one document from each list:

Identity Documents: Current signed passport
Current UK photocard driving licence
Firearms Certificate

Evidence of Address: Current full UK driving licence
A utility bill issued within the last 3 months
A Local Authority tax bill
Bank, building society or credit unit statement or most recent mortgage statement from a UK lender

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

13. ADMINISTRATION CHARGE

In addition to the deposit required upon exchange of contracts, buyers will be required to pay an administration fee. This charge amounts to £395 plus VAT and can be paid by cheque or debit card. A full VAT receipt will be issued by the agents following the auction. These arrangements include pre-auction purchases.

14. TELEPHONE OR PROXY BIDDING

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

15. NON ATTENDING BIDS

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

MISREPRESENTATION ACT 1967

- The property is sold with all faults and defects whether of condition or otherwise and neither the vendors nor Messrs. Brown & Co – Agents for the Vendors – are responsible for such faults or defects or for any statement contained in the particulars of the lots by the said Agents.
- The Purchaser shall be deemed to acknowledge he has not entered into a contract in reliance on any of the said statements, and he has satisfied himself as to the contents of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the Vendor or the said Agents in relation to, or in connection with the property.
- Any error, omission or mis-statement in any of the said statements shall not entitle the Purchaser to rescind or to be discharged from this contract, nor entitle either party to compensation or damages, and not in any circumstances give either party any cause for action.

BROWN & CO – MORE THAN JUST AUCTIONS

As property professionals, Brown & Co advise land and property owners on a wide range of issues.

RESIDENTIAL PROPERTY SALES

Our regional strength and quality of service makes us the first choice for quality property sales.

COMMERCIAL PROPERTY

Our commercial property team advise businesses and investors on a wide range of commercial property issues, including sales and purchases.

AGRICULTURAL ADVICE

We help farmers and landowners make the best use of their assets and ensure their business is developing in line with objectives.

- 11 Offices across Central and Eastern England
- ISO9001 Quality Accredited
- Qualified professional advice

FULL OFFICE LISTING

| | | |
|-----------------|--------------|-------------------------|
| Banbury | 01295 273555 | |
| Brigg | 01652 654833 | Regional Auction Centre |
| Bury St Edmunds | 01284 725715 | |
| Ely | 01353 662676 | |
| Grantham | 01476 591991 | |
| Holt | 01263 713143 | |
| Huntington | 01480 432220 | |
| King's Lynn | 01553 770771 | |
| Melton Mowbray | 01664 502120 | |
| Norwich | 01603 629871 | Regional Auction Centre |
| Retford | 01777 709112 | Regional Auction Centre |
| Sheringham | 01263 822488 | |
| Spalding | 01775 722321 | Regional Auction Centre |



COMMON AUCTION CONDITIONS (Edition 3)

REPRODUCED WITH THE CONSENT OF RICS

BROWN & CO
AUCTION

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 9.3:

- (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 rent charge).

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

1 Introduction

- 1.1 Words in italics have special meanings, which are defined in the Glossary.
- 1.2 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.

2 Our role

- 2.1 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.
- 2.2 Our decision on the conduct of the auction is final.
- 2.3 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.
- 2.4 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.

3 Bidding and reserve prices

- 3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- 3.2 We may refuse to accept a bid. We do not have to explain why.
- 3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- 3.4 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.
- 3.5 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.

- 3.6 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.

4 The particulars and other information

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

5 The contract

- 5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition 5 applies to you if you make the successful bid for a lot.
- 5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
- 5.3 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 sale memorandum; and
 - (c) pay the deposit.
- 5.4 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.
- 5.5 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.
- 5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- 5.7 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.
- 5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

6 Extra Auction conduct conditions

- 6.1 Despite any special condition to the contrary the minimum deposit we accept is £1000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

General Conditions of Sale

Words in italics 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.

1. The lot
 - 1.1 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.
 - 1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
 - 1.3 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.
 - 1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
 - (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, 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.
- 1.5 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.
- 1.6 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.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 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.
- 1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
- (b) the physical conditions of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 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.
- 2. Deposit**
- 2.1 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).
- 2.2 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.
- 2.3 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.
- 2.4 If a cheque for all or part of the deposit is not cleared on presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- 3. Between contract and completion**
- 3.1 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.
- 3.2 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.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- 4. Title and identity**
- 4.1 Unless condition 4.2 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.
- 4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on 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.
- 4.3 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.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 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.
- 4.6 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.
- 5. Transfer**
- 5.1 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 5.2 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.
- 5.2 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.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 6. Completion**
- 6.1 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.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Where applicable the contract remains in force following completion.
- 7. Notice to complete**
- 7.1 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.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 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.
- 7.4 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.
- 8. 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 7.3.
- 9. Landlord's licence**
- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 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.
- 9.4 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.
- 9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.
- 9.6 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 9) 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 9.
- 10. Interest and apportionments**
- 10.1 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.
- 10.2 Subject to condition 11 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.
- 10.3 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.
- 10.4 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.
- 11. Arrears**
- Part 1 Current rent
- 11.1 "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.
- 11.2 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.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears
- 11.4 Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 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.
- 11.6 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
- 11.7 Part 3 of this condition 11 applies where the special conditions:
- (a) so state; or
- (b) give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the
- 11.9 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.
- 12. Management**
- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 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.
- 13. Rent deposits**
- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- 13.2 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.

- 13.3 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:
- observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
- 14. VAT**
- 14.1 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.
- 14.2 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*.
- 15. Transfer as a going concern**
- 15.1 Where the *special conditions* so state:
- the *seller* and the *buyer* intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and this condition G15 applies.
- 15.2 The *seller* confirms that the *seller*
- is registered for VAT, either in the *seller's* name or as a member of the same VAT group; and
 - has (unless the sale is a standard-rated supply) made in relation to the *lot* a VAT option that remains valid and will not be revoked before *completion*.
- 15.3 The *buyer* confirms that:
- it is registered for VAT, either in the *buyer's* name or as a member of a VAT group;
 - it has made, or will make before *completion*, a VAT option in relation to the *lot* and will not revoke it before or within three months after *completion*;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the *lot* as a nominee for another person.
- 15.4 The *buyer* is to give to the *seller* as early as possible before the agreed *completion* date evidence:
- of the *buyer's* VAT registration;
 - that the *buyer* has made a VAT option; and
 - that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed *completion* date, condition 14.1 applies at *completion*.
- 15.5 The *buyer* confirms that after *completion* the *buyer* intends to:
- retain and manage the *lot* for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after *completion*, it is found that the sale of the *lot* is not a transfer of a going concern then:
- the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a VAT invoice in respect of the sale of the *lot*;
 - the *buyer* must within five business days of receipt of the VAT invoice pay to the *seller* the VAT due; and
 - if VAT is payable because the *buyer* has not complied with this condition 15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.
- 16. Capital allowances**
- 16.1 This condition 16 applies where the *special conditions* state that there are capital allowances available in respect of the *lot*.
- 16.2 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.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the *special conditions*.
- 16.4 The *seller* and *buyer* agree:
- to make an election on *completion* under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
 - to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. Maintenance agreements**
- 17.1 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*.
- 17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the actual *completion* date.
- 18. Landlord and Tenant Act 1987**
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 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.
- 19. Sale by practitioner**
- 19.1 This condition 19 applies where the sale is by a practitioner either as *seller* or as agent of the *seller*.
- 19.2 The practitioner has been duly appointed and is empowered to sell the *lot*.
- 19.3 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.
- 19.4 The *lot* is sold:
- in its condition at *completion*;
 - for such title as the *seller* may have; and
 - with no title guarantee; and the *buyer* has no right to terminate the contract or any other remedy if information provided about the *lot* is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - the *seller* may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The *buyer* understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the *special conditions* state "There are no employees to which TUPE applies", this is a warranty by the *seller* to this effect.
- 20.2 If the *special conditions* do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- The *seller* must notify the *buyer* of those employees whose contracts of employment will transfer to the *buyer* on *completion* (the "Transferring Employees"). This notification must be given to the *buyer* not less than 14 days before *completion*.
 - The *buyer* confirms that it will comply with its obligations under TUPE and any *special conditions* in respect of the Transferring Employees.
 - The *buyer* and the *seller* acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the *seller* will transfer to the *buyer* on *completion*.
 - The *buyer* is to keep the *seller* indemnified against all liability for the Transferring Employees after *completion*.
- 21. Environmental**
- 21.1 This condition 21 only applies where the *special conditions* so provide.
- 21.2 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*.
- 21.3 The *buyer* agrees to indemnify the *seller* in respect of all liability for or resulting from the environmental condition of the *lot*.
- 22. Service Charge**
- 22.1 This condition 22 applies where the *lot* is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at *completion* in respect of service charges.
- 22.3 Within two months after *completion* the *seller* must provide to the *buyer* a detailed service charge account for the service charge year current on *completion* showing:
- service charge expenditure attributable to each tenancy;
 - payments on account of service charge received from each tenant;
 - any amounts due from a tenant that have not been received;
 - any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- 22.4 In respect of each tenancy, if the service charge account shows that:
- 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;
 - 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 11 (arrears) applies.
- 22.5 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*.
- 22.6 If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- the *seller* must pay it (including any interest earned on it) to the *buyer* on *completion*; and
 - the *buyer* must covenant with the *seller* to hold it in accordance with the terms of the tenancies and to indemnify the *seller* if it does not do so.
- 23. Rent reviews**
- 23.1 This condition 23 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.
- 23.2 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.
- 23.3 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.
- 23.4 The *seller* must promptly:
- give to the *buyer* full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - use all reasonable endeavours to substitute the *buyer* for the *seller* in any rent review proceedings.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 The *seller* and the *buyer* are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. Tenancy renewals**
- 24.1 This condition 24 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.
- 24.2 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.
- 24.3 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.
- 24.4 Following *completion* the *buyer* must:
- with the co-operation of the *seller* take immediate steps to substitute itself as a party to any proceedings;
 - use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the *seller* for the part of that increase that relates to the *seller's* period of ownership of the *lot* within five business days of receipt of cleared funds.
- 24.5 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.
- 25. Warranties**
- 25.1 Available warranties are listed in the *special conditions*.
- 25.2 Where a warranty is assignable the *seller* must:
- on *completion* assign it to the *buyer* and give notice of assignment to the person who gave the warranty; and
 - apply for (and the *seller* and the *buyer* must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by *completion* the warranty must be assigned within five business days after the consent has been obtained.
- 25.3 If a warranty is not assignable the *seller* must after *completion*:
- hold the warranty on trust for the *buyer*; and
 - at the *buyer's* cost comply with such of the lawful instructions of the *buyer* in relation to the warranty as do not place the *seller* in breach of its terms or expose the *seller* to any liability or penalty.
- 26. 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.
27. Registration at the Land Registry
- 27.1 This condition 27.1 applies where the *lot* is leasehold and its sale either triggers first registration or is a registrable disposition. The *buyer* must at its own expense and as soon as practicable:
- procure that it becomes registered at Land Registry as proprietor of the *lot*;
 - procure that all rights granted and reserved by the lease under which the *lot* is held are properly noted against the affected titles; and
 - provide the *seller* with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the *lot* comprises part of a registered title. The *buyer* must at its own expense and as soon as practicable:
- apply for registration of the transfer;
 - provide the *seller* with an official copy and title plan for the *buyer's* new title; and
 - join in any representations the *seller* may properly make to Land Registry relating to the application.
- 28. Notices and other communications**
- 28.1 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.
- 28.2 A communication may be relied on if:
- delivered by hand; or
 - made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- 28.3 A communication is to be treated as received:
- when delivered, if delivered by hand; or
 - when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- 28.4 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.
- 29. 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.

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