

PROPERTY  
LAND AND  
INVESTMENT  
OPPORTUNITIES

23 LOTS

# AUCTION CATALOGUE



Thursday 30th March 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 30th March. **Start time:** 11am.

We are delighted to be offering some 23 lots for our sale in March at the Assembly House in Norwich and this spring sale follows fairly close on the back of our successful sale at the end of last year and we were delighted with the results of all four auctions in 2016.

We have every reason to believe that the market will be active throughout the price ranges in 2017 and we hope that we will be able to produce results for our clients as we move towards the sale in March.

We appear to have a good variety of lots on offer with a number of garages in Norfolk together with residential and investment opportunities in Norwich including building land and amenity land as well. Cottages in North Norfolk are included in the sale together with two homes in West Norfolk and an investment opportunity in North Walsham. In addition we have a contemporary farm house in Norfolk Broadland set in one and a half acres and a renovation opportunity overlooking the pond in Mulbarton just south of Norwich. Plenty to whet the appetite!

We hold four auctions per year, in the spring, summer, autumn and winter and will continue to do what we can to develop the service further.

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 pro-active and professional service throughout the region.

We continue to work with colleagues in Norwich, together with Vicki Coleman and Tom Cator at our Holt office and James Hurst and the land agency team in King's Lynn. 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 recently 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 in June 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 Honor**  
Head of Norwich Auction Centre  
peter.honor@brown-co.com



Meet the team: Left to right: Peter Honor, 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.



## COMMENTARY ON LOTS

We were thrilled with the results of our sale in December, with a near 90% success rate, selling 16 out of 19 lots including one lot sold prior and selling in excess of £1.8m worth of property on the day. The results certainly showed that there is a continued demand for quality property throughout the price ranges in Norwich and Norfolk which can only be encouraging.

There were good results in Norwich with a flat in Park Lane selling well and “an Arts and Crafts” style two bedroom ground floor flat in Bracondale Court on the southern perimeter of the city selling as well as a property off Newmarket Road. The highlight in Norwich must have been the sale of 28 The Avenues which sold for a figure in excess of £100,000 over the reserve!

Garages throughout the county sold well, reminding us that these are a very good investment. The cottage in Runhall in need of renovation sold well in excess of the guide and a converted former railway carriage in Walcott sold in excess of the reserve.

Brown & Co had an outstanding year in 2016 with a near 90% success rate across the board with all four auctions and we hope that we will be able to start the year in exactly the same way with our sale at the end of March in 2017.

### 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.

# RESULTS OF REGIONAL PROPERTY AUCTION

## TUESDAY 13TH DECEMBER 2016

### NORWICH OFFICE:



Lot	Address	Guide Price	Sale Price
1	The Store/Barn at Mitchells Yard Mill Road, Winfarthing, Diss, IP22 2DZ	£70,000 - £80,000	SALE AGREED AFTER
2	38a Park Lane, Norwich, Norfolk, NR2 3EF	£90,000 - £110,000	£100,000
3	106 Hall Street, Briston, Melton Constable, Norfolk NR24 2LQ	£180,000 - £200,000	£226,000
4	17 Bracondale Court, Norwich, Norfolk NR1 2AS	£170,000 - £190,000	£186,000
5	37 Norwich Road, Costessey, Norwich, Norfolk NR5 0EA	£150,000 - £175,000	SOLD PRIOR
6	14 Carnoustie, Norwich, Norfolk NR4 6AY	£375,000 - £395,000	£375,000
7	5 Garages between 14 & 15 Swan Close Langham, Holt, NR25 7BZ	£15,000 - £20,000	£30,000
8	3 Garages adjacent to 18 Vicarage Close, Potter Heigham, NR29 5LE	£10,000 - £15,000	£21,000
9	5 Garages adjacent to 12 Barney Road, Fulmodeston, NR21 0AT	£15,000 - £20,000	£23,000
10	8 Garages to the rear of 8 - 10 Vicarage Close, Potter Heigham, NR29 5LE	£25,000 - £35,000	£36,000
11	16 Garages to the rear of no 32 Green Lane, Pudding Norton, NR21 7LT	£25,000 - £35,000	£25,000
12	13 Garages to the rear of 57 - 65 Lancaster Avenue, Fakenham, NR21 8DJ	£30,000 - £40,000	£43,000
13	Land on the corner of Lynewood Road and Links Avenue, Cromer, NR27 0EE	£3,000 - £5,000	£6,000
14	3 School Cottages, School Lane, Runhall, Norwich, Norfolk NR9 4DS	£100,000 - £120,000	£130,000
15	Land at North End Yard, King's Lynn, Norfolk PE30 2AD	£70,000 - £90,000	£60,000
16	The Bungalow, Church Street, Great Ellingham, NR17 1LE	£210,000 - £230,000	WITHDRAWN PRIOR
17	East View, Helena Road, Walcott, Norwich, Norfolk NR12 0LX	£30,000 - £50,000	£50,000
18	17A The Green, Martham, Great Yarmouth, Norfolk NR29 4PL	£200,000 - £225,000	WITHDRAWN
19	28 The Avenues, Norwich, Norfolk, NR2 3QR	£225,000 - £250,000	£330,000



# REGIONAL PROPERTY AUCTION

## THURSDAY 30TH MARCH 2017

### NORWICH OFFICE:



Lot	Address	Guide Price
1	36 Goose Lane, Sutton, NR12 9SE	£110,000 - £130,000
2	8 Garages, Harvey Estate, Gimingham, NR11 8HA	£20,000 - £30,000
3	11 Garages to rear of 24 Green Lane, Pudding Norton, NR21 7LT	£10,000 - £20,000
4	6 Garages to rear of 2 Vicarage Close, Potter Heigham, NR29 5LE	£15,000 - £25,000
5	Flats 1 - 9 Barons Hall, Hall Close, Fakenham, NR21 8HQ	£350,000 - £400,000
6	31 Church Street, Litcham, PE32 2NS	£150,000 - £170,000
7	2 & 3 Lynn Road, East Winch, King's Lynn, PE32 1NP	£200,000 - £225,000
8	Parcel of land adjacent to The Bungalow, Plumstead Road, Edgefield, NR24 2AQ	£15,000 - £25,000
9	Parcel of land opposite The Paddocks, Frettenham Road, Horstead, NR12 7LB	£40,000 - £50,000
10	4 Ramnoth Road, Wisbech, PE13 2JA	£25,000 - £35,000
11	17 Red Lion Street, Aylsham, NR11 6ER	£150,000 - £170,000
12	Building Plot at Eastleigh Gardens, Barford, NR9 4BW	£90,000 - £110,000
13	38 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£90,000 - £110,000
14	39 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£90,000 - £110,000
15	40 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£125,000 - £145,000
16	4-7 Market Cross Mews, North Walsham, NR28 9BS	£50,000 - £70,000
17	7 St Martins Road, Norwich, NR3 3EU	£180,000 - £200,000
18	South Lodge Farm Bungalow, Low Road, Great Plumstead, NR13 5ED	£180,000 - £195,000
19	Bluestone, The Common, Mulbarton, NR14 8JS	£220,000 - £230,000
20	19 Hall Road, Martham, NR29 4PD	£125,000 - £145,000
21	39 Patricia Road, Norwich, NR1 2PE	£80,000 - £90,000
22	180 Constitution Hill, Norwich, NR3 4HB	£250,000 - £260,000
23	Old Hall Farm, 11 Newport Road, South Walsham, NR13 6DS	£295,000 - £325,000

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**LOT 1**

**36 Goose Lane, Sutton, Norwich, Norfolk NR12 9SE**  
**Guide Price £100,000 - £120,000\***



**General:** Older style three bedroom semi-detached house which has been let for many years but is now sold vacant. The property has sealed unit double glazing and oil fired central heating but improvement and updating is now required.

Outside, there is off road parking at the front and a long rear garden which measures approximately 200ft in length, subject to measured survey).

**Location:** The property occupies a rural position overlooking fields to the front. Sutton is a small hamlet located approximately one mile east of the Broadland town of Stalham, which is well served with many shops and facilities.

**Directions:** Leave Stalham along the Ingham Road and proceed into Ingham. At the crossroads turn right into Brick Kiln Lane, proceed for approximately half a mile and this then becomes Goose Lane. The property will then be found after a short distance on the left hand side.

**Energy Rating:** D.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 9.30am and 10.00am, commencing on Friday 24th February and ending on Friday 24th March.

**Solicitor:** Hansells (Attn Mr Bryan Gillery), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731



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8 Garages Harvey Estate, Gimingham, Norwich,  
Norfolk NR11 8HA  
Guide Price £20,000 - £30,000\*

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**LOT 2**  
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**General:** Eight garages in two blocks of four. The garages are of brick construction under a pitched roof, each having an up and over door and all the garages appear to be in good, serviceable order. Seven of the garages are let under licence to Victory Housing Trust tenants, each paying £8.15 per week (total £57.05 per week) producing a yearly income of £2,966.60, subject to final confirmation.

**Please note:** Keys to the vacant garages may not be available upon completion and the successful bidder is likely to have to bear the cost of any replacement locks.

**Wayleaves, Easements and Rights of Way:** These garages are 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:** Gimingham is a small village approximately 4 miles north of North Walsham and 6 miles east of Cromer, both of which are well served centres with many amenities and facilities.

**Directions:** Head away from North Walsham on the B1145 Lyngate Road. Proceed through Swafield and at the junction continue straight on and through the village of Trunch, continuing towards Gimingham. At the staggered junction proceed straight over onto Church Street and continue for approximately 300 yards turn first left into Hall Road. Turn right into the Harvey Estate, continue to the end of the road and the garages will be found at the bottom in front of you and just to the right.

**Viewing:** External viewings only at any time during daylight hours.

**Agent's Note:** The purchaser will be required to sign in the auction room a declaration of interest form in respect of any connection that they may have with Victory Housing Trust.



**Solicitors:** Hansells (Attn Mr Bryan Gillery), 13 The Close,  
Norwich, NR1 4DS. Tel 01603 615731

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# LOT 3

**11 Garages adjacent to 24 Green Lane, Pudding Norton,  
Fakenham, Norfolk NR21 7LT**  
**Guide Price £10,000 - £20,000\***



**General:** Eleven garages in two blocks, one of nine and the other of two, all vacant. Both blocks appear to be of concrete sectional construction with brick ends under asbestos style roofs. Repair and improvement is required to most units.

**Please note:** Keys to the vacant garages may not be available upon completion and the successful bidder is likely to have to bear the cost of any replacement locks.

**Wayleaves, Easements and Rights of Way:** These garages are 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:** Pudding Norton lies on the fringe of the market town of Fakenham, which has a wide and varied range of amenities.

**Directions:** Head away from Fakenham along the Raynham Road and proceed through Hempton. Turn left signposted Pudding Norton Green Lane. Continue for approximately 50 yards and turn first left into Green Lane. Bear right and at the junction turn right and the garages will be found after a short distance at the top and to the left.

**Viewing:** External viewings only at any reasonable time during daylight hours.

**Agent's Note:** The purchaser will be required to sign in the auction room a declaration of interest form in respect of any connection that they may have with Victory Housing Trust.

**Solicitor:** Hansells (Attn Mr Bryan Gillery), 13 The Close,  
Norwich, NR1 4DS. Tel 01603 615731



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6 Garages to the rear of 2 Vicarage Close, Potter Heigham,  
Great Yarmouth, Norfolk NR29 5LE  
Guide Price £15,000 - £25,000\*

LOT 4



**General:** Six garages in two blocks, one of four and the other of two. All garages are currently vacant. Some improvement to all units is now required.

**Please note:** Keys to the vacant garages may not be available upon completion and the successful bidder is likely to have to bear the cost of any replacement locks.

**Wayleaves, Easements and Rights of Way:** These garages are 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:** Potter Heigham is a popular Broadland village which has a wide range of shopping facilities and lies just off the A149 approximately 10 miles from Wroxham, 5 miles from Stalham and 10 miles from Caister on Sea.

**Directions:** Head away from Wroxham towards Great Yarmouth and continue for approximately 10 miles. Turn left into Station Road and proceed into Potter Heigham. Turn left into Station Road and at the junction turn left again into School Road. Turn first left into Vicarage Close and the garage will be found down the first turning to the right behind no. 2.

**Viewing:** External viewings only at any reasonable time during daylight hours.

**Agent's Note:** The purchaser will be required to sign in the auction room a declaration of interest form in respect of any connection that they may have with Victory Housing Trust.

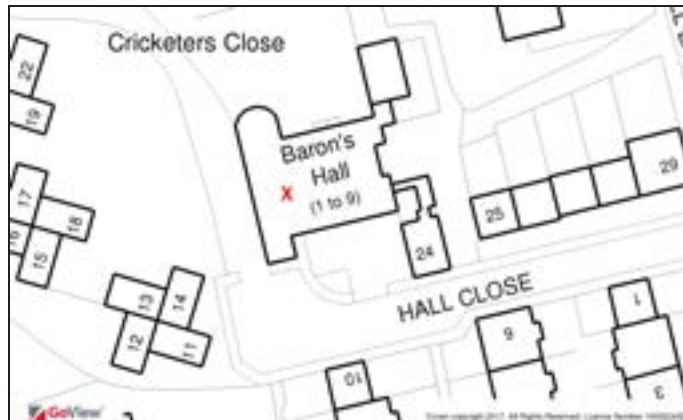
**Solicitors:** Hansells (Attn Mr Bryan Gillery), 13 The Close,  
Norwich, NR1 4DS. Tel 01603 615731



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# LOT 5

Flats 1 - 9 Barons Hall, Hall Close, Fakenham, Norfolk NR21 8HQ  
Guide Price £350,000 - £400,000\*



**General:** Barons Hall is a Grade II Listed building built during the early 19th Century. The property was converted some years ago and is now divided into nine individual units. Six of the flats have one bedroom and three have two bedrooms. All flats require improvement and updating. Each unit benefits from central heating which runs from a communal boiler located in the cellar.

Outside, there is a grassed area to the side which could be converted to provide parking. Each flat has a storage shed, either outside or downstairs in the cellar.

**Agent's note:** The buyer will be required to sign in the auction room a Declaration of Interest Form in respect of any connection they may have with the Victory Housing Trust.

The accommodation comprises:-

Communal Entrance Hall: Stairs to first floor.

FLAT 1: Private entrance hall, sitting room, kitchen, two bedrooms, bathroom.

FLAT 2: Private entrance hall, sitting room, kitchen, 2 bedrooms, wet room, store room.

FLAT 3: Private entrance hall, living room/kitchen, one double bedroom, wet room including WC.

FLAT 4: Accessed from the rear of the building. Private entrance lobby, sitting room/kitchen, one double bedroom, bathroom.

FLAT 6: Accessed from the rear of the building. Private entrance lobby, sitting room/kitchen, one double bedroom, bathroom.

On the First Floor:-

FLAT 5: Accessed from the rear of the building. Landing, sitting room, kitchen, one double bedroom, bathroom.

FLAT 7: Private entrance hall, sitting room, kitchen, one double bedroom, bathroom.

FLAT 8: Private entrance hall, sitting room, kitchen, two bedrooms, bathroom.

FLAT 9: Private entrance hall, sitting room, kitchen, one double bedroom, bathroom.

**Location:** Fakenham is a well served market town with many shopping facilities and lies approximately 13 miles south-west of Holt and 25 miles north-west of Norwich.

**Directions:** Head away from Fakenham town centre along Norwich Street and at the roundabout proceed straight over onto Norwich Road. Continue for approximately 500 yards, turning right into Barons Hall Lane. Turn next right into Hall Close and the property will be found after a short distance on the right hand side.

**Tenure:** Freehold.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 9.30am and 10.30am, commencing on Thursday 23rd February and ending on Thursday 23rd March.

**Solicitors:** Hansells (Attn Mr Bryan Gillery), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

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31 Church Street, Litcham, King's Lynn, Norfolk PE32 2NS  
Guide Price £150,000 - £170,000\*

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**LOT 6**  
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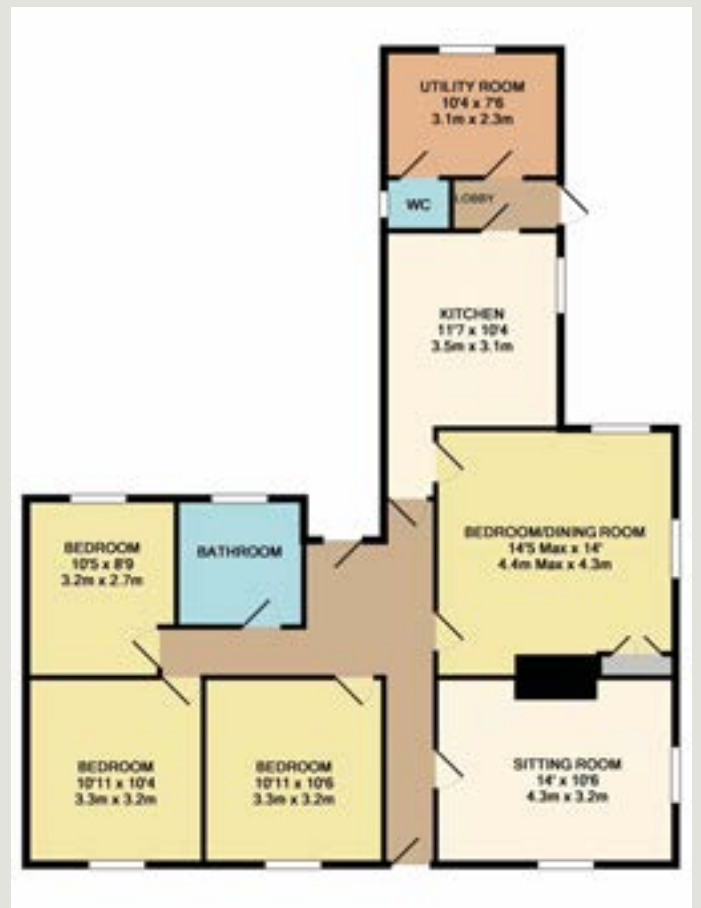
**General:** Good sized older style three bedroom detached bungalow which has been let for many years but is now to be sold vacant. Improvement and updating is now required; however, oil fired central heating has been installed and most windows are double glazed.

Outside, there are gardens front and rear, the front garden providing parking for several vehicles.

**Location:** Litcham is a well served Norfolk village and lies almost equidistant from three major towns of East Dereham, Fakenham and Swaffham. There is also a public house, fish and chip shop and post office and a school which serves children aged between 4 to 16.

**Directions:** From Norwich, head away from the town centre and proceed in the direction of Fakenham. Pass the Bawdeswell Garden Centre and turn left on the B1145 signposted towards King's Lynn. Proceed through Billingford and North Elmham and continue through Brisley and Mileham and once in Litcham turn left at the crossroads. This is then Church Street and the property will be found after a short distance on the left hand side.

**Energy Rating:** E



**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 1.00pm and 1.30pm, commencing on Thursday 2nd March and ending on Thursday 23rd March.

**Solicitors:** Fraser Dawbarns LLP (Attn Diane Raven), 21 Tuesday Market Place, King's Lynn, PE30 1JW. Tel 01553 666600

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**2 & 3 Lynn Road, East Winch, King's Lynn, Norfolk PE32 1NP**  
**Guide Price £200,000 - £225,000\***



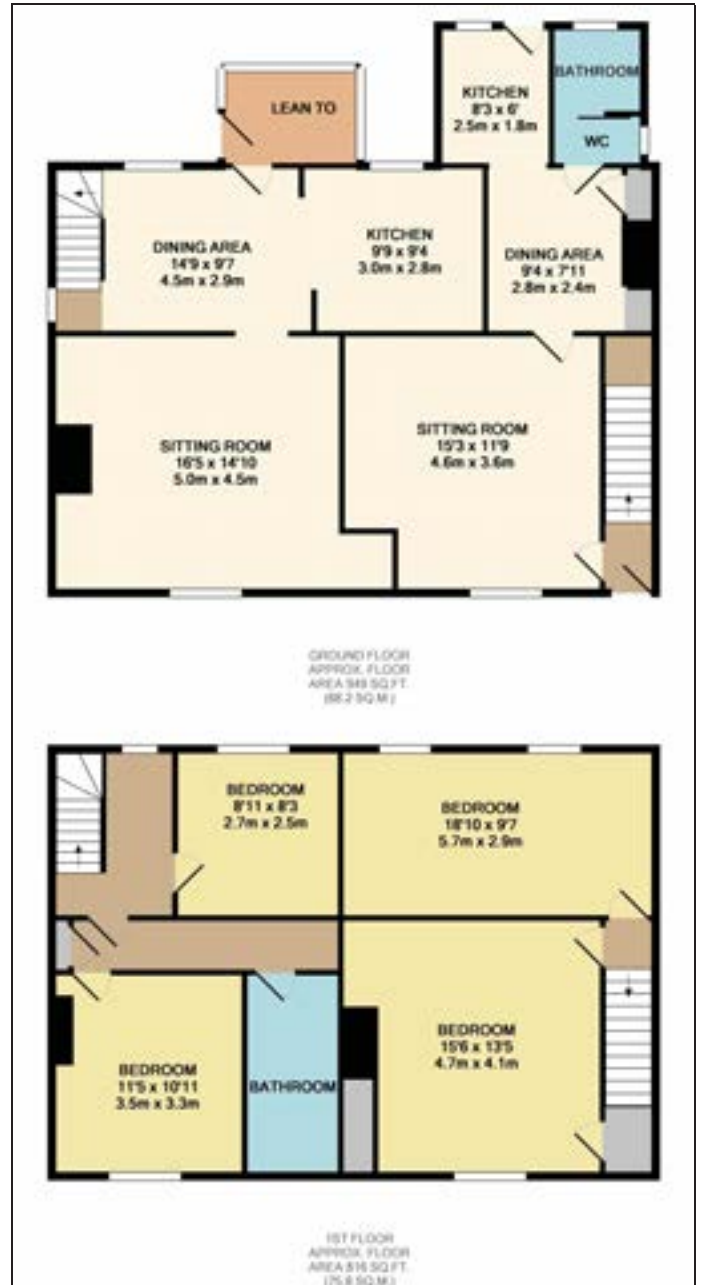
**General:** Nos. 2 & 3 Lynn Road are a pair of cottages, one an end and the other mid terraced which have been at some time interconnected. The doors between them both have been blocked off with plasterboard partitions and could very easily be removed to make one larger property. No. 2 Lynn Road has a sitting room, dining area, kitchen, bathroom and two bedrooms. No. 3 has a sitting room, dining area, kitchen, conservatory, landing, two bedrooms and a bathroom. Both benefit from sealed unit double glazing and both have Calor gas central heating systems. Further improvement and some minor updating is now required, although both could be let almost immediately to provide an income.

Outside, the driveway is laid mainly to gravel and provides off road parking for several vehicles with an enclosed (currently overgrown) storage space. The detached cart shed, which includes an outside WC, could be converted or even replaced with a new building, subject to planning and conditions. A pre-application advice letter from King's Lynn & West Norfolk Council dated April 2016 says that this may indeed be the case. The formal rear garden which extends behind both cottages is laid mainly to grass with plants, shrubs, evergreens and fruit trees. Calor gas tank which serves both properties but each are metered separately. There is a dry well with a coal bunker and a timber storage shed.

A pathway behind the neighbouring garden leads to another patch of ground laid mainly to grass with fruit trees and store shed which measures approximately 69ft x 87ft.

**Location:** East Winch is a small village located on the A47 and lies approximately 6 miles from the well served centre of King's Lynn.

**Directions:** Head away from King's Lynn on the A47 in the direction of Norwich. Proceed into East Winch and the property will be found opposite the opening to Gayton Road.



**Energy Rating:** 2 Lynn Road has an energy rating of F and 3 Lynn Road has an energy rating of E.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 11.30am and 12.15pm, commencing on Thursday 23rd February and ending on Thursday 23rd March.

**Solicitor:** Ward Gethin Archer (Attn Ms Helen Godfrey), 10 Tuesday Market Place, King's Lynn, PE30 1JT. Tel 01553 660033

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**LOT 7**  
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**LOT 8**  
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Parcel of Land adjacent to The Bungalow, Plumstead Road,  
Edgefield, Norfolk NR24 2AQ  
Guide Price £15,000 - £25,000\*



**General:** Parcel of land which extends to just over 2 acres (0.80ha), subject to measured survey. The land is broadly rectangular in shape and is currently uncultivated.

**Location:** The land lies within the popular village of Edgefield, approximately 3 miles from the historic town of Holt which has many shopping facilities and in itself is approximately 4 miles from the coastal village of Cley.

**Directions:** From Holt, head towards Norwich on the B1149. Once in the village of Edgefield, turn left just before The Pigs public house onto Plumstead Road and the land will be found almost immediately on the left hand side adjacent to a property known as The Bungalow.

**Viewing:** At any reasonable time during daylight hours.

**Solicitor:** Butcher Andrews (Attn Ms Sophie Thornley), 1 Old Post Office Street, Fakenham, NR21 9BL. Tel 01328 863131

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Parcel of Land Opposite The Paddocks, Frettenham Road,  
Horstead, Norwich, Norfolk NR12 7LB  
Guide Price £40,000 - £50,000\*

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**LOT 9**  
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**General:** Parcel of land measuring just under 5 acres (2 hectares), subject to measured survey, which is currently laid mainly to grass. At present the land is occupied but will be sold with vacant possession.

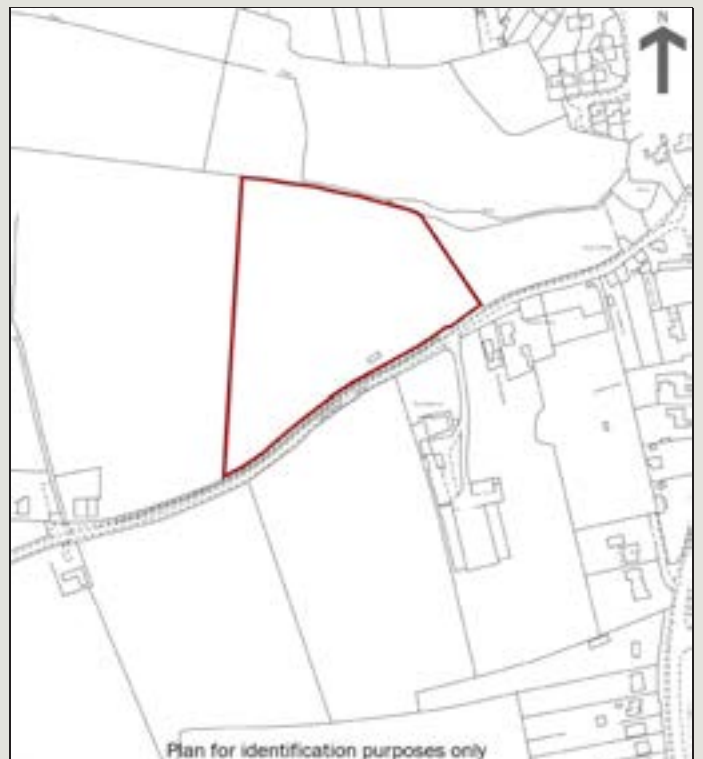
**Overage:** An overage clause will be imposed on the land and full details will be found within the legal pack. We understand that there will be a 50% uplift for a period of 20 years.

**Location:** The land lies on the fringe of this popular and well served village which is located almost mid-way between North Walsham and Norwich.

**Directions:** Proceed out of Norwich in the direction of North Walsham and continue through Crostwick. On entering Horstead, turn first left into Frettenham Road. The land will be found after a short distance on the right hand side, opposite a property known as The Paddocks.

**Viewing:** At any reasonable time during daylight hours at your own risk.

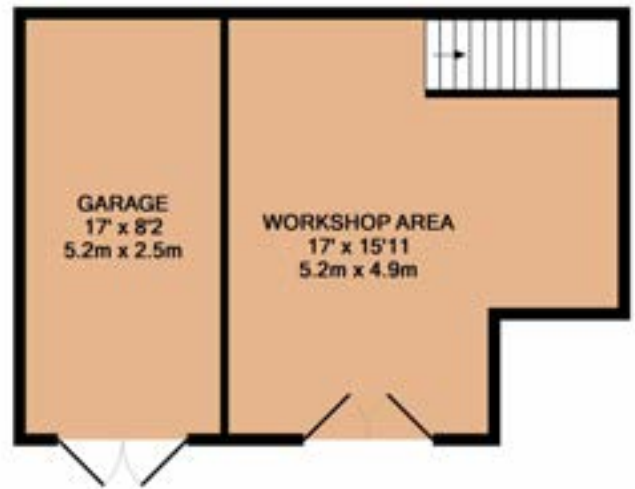
**Solicitors:** Spire Solicitors (Attn Lauren Toynton), Holland Court, The Close, Norwich, NR1 4DY. Tel 01603 677032



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.....  
**LOT 10**  
.....

4 Ramnoth Road, Wisbech, Cambridgeshire PE13 2JA  
Guide Price £25,000 - £35,000\*



GROUND FLOOR



1ST FLOOR

**General:** Disused premises described on the Valuation Office website as store premises which had a rateable value of £5,946. The property appears to have been vacant for several years and planning consent was granted by Fenland District Council under reference no. F/YR10/0137 in February 2010 for the demolition of the existing building and replacement with a two bedroom house. This consent has now lapsed and interested parties should make their own enquiries to the Local Authority (tel 01354 654321) regarding the potential of the planning consent being reinstated.

**Location:** Within walking distance of the town centre, the premises is located within a popular residential area close to amenities.

**Directions:** Head away from the town centre in a southerly direction along the A1101. Turn left into Norwich Road and then 5th right into Ramnoth Road. The property will be found after a short distance on the right hand side.

**Viewing:** External viewings only during daylight hours at your own risk.

**Solicitor:** PWJ Solicitors (Attn Nikki Salih), 59 Church Hill Road, East Barnet, Hertfordshire, EN4 8SY. Tel. 0208 441 1556

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17 Red Lion Street, Aylsham, Norwich, Norfolk NR11 6ER  
Guide Price 150,000 - 175,000\*

.....  
**LOT 11**  
.....



## MIXED RESIDENTIAL AND COMMERCIAL INVESTMENT

**General:** Grade II Listed mixed residential and commercial investment opportunity which comprises a ground floor shop and three self-contained flats. One of the flats is on the ground floor and two are on the first floor. There is a small cellar too.

The shop and one flat (first floor at the front) are let at £350 per calendar month each, giving an income of £8,400 per annum with potential to let the other two units to provide further income. Improvement and updating to all units is now required.

The shop has a sales/display area, changing rooms, a store room in the entrance lobby and a WC which is on the first floor landing.

The ground floor flat has a sitting room, utility room, kitchen, bathroom, garden room and two/three bedrooms and incorporates the annexe at the rear.

The first floor flat to the front has a private entrance hall, sitting room, two bedrooms, kitchen and bathroom.

The first floor flat to the rear has a sitting room, bedroom with shower cubicle, lobby, WC and kitchen.

Outside, there is a courtyard garden which is for the use of the ground floor flat.



**Location:** Aylsham is a popular and thriving market town with many amenities and lies approximately 12 miles north of Norwich and within easy reach of the North Norfolk coast.

**Directions:** Head into Aylsham along the Norwich Road, passing Tesco supermarket and then turn right into Red Lion Street. No. 17 will be found after a short distance on the left hand side.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 10.45am and 11.30am, commencing on Friday 24th February and ending on Friday 24th March.

**Solicitors:** Spire Solicitors LLP (Attn Mr Tom Henderson), Holland Court, The Close, Norwich, NR1 4DY. Tel 01603 677077

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# LOT 12

Building Plot, Eastleigh Gardens, Barford, Norwich,  
Norfolk NR9 4BW  
Guide Price £90,000 - £110,000\*



**General:** This single building plot is the remaining undeveloped plot within this development which commenced initially during the early 1990's. This level site is broadly rectangular in shape and measures approximately 49ft wide x 105ft deep (15m x 32m), subject to measured survey.

The latest consent, which has been slightly amended from previous designs, was granted in October 2014 by South Norfolk Council under ref. 2016/0203 and construction on the site can start almost immediately. There is a modest CIL liability of £1,400.35 payable to the local authority. An arboricultural impact assessment has also been conducted which, along with other documents and plans, can be viewed at the offices of the auctioneer.

The consent allows for a detached three bedroom bungalow with master en-suite extending to approximately 1500sq.ft. including the garage.

**Location:** Barford is a popular village to the west of Norwich, lying approximately 3½ miles from the well served market town of Wymondham and approximately 10 miles from the centre of Norwich.

**Directions:** Head away from Norwich on the B1108 towards Watton and proceed into Barford. Once in Barford, turn right just before the Fiat garage into Cock Street. At the junction, turn right into Chapel Street and then continue for approximately 250 yards

and turn right past the school into Park Avenue. At the junction, turn right into Eastleigh Gardens and the plot of land will be found round the corner on the left hand side.

**Viewing:** At any reasonable time during daylight hours. Entry onto the site is at your own risk.

**Solicitors:** Hansells LLP (Attn David Fickling), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

\*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.



38 Larners Hill Crossdale Street, Northrepps, Cromer,  
Norfolk NR27 9LA  
Guide Price £90,000 - £110,000\*

.....  
**LOT 13**  
.....



**General:** A mid-terraced cottage with sitting room and kitchen on the ground floor, together with bedroom and bathroom on the first floor. Courtyard, garden area and shed at the rear. Currently let under the terms of an Assured Shorthold tenancy. Rural position within easy reach of the North Norfolk coast.

**Location:** Northrepps is situated close to the North Norfolk coast and within easy reach of Cromer and Sheringham. Larners Hill is located in a rural position away from the village and the property has south facing views over open farmland. The city of Norwich is about 25 miles away.

**Directions:** Proceed out of Norwich on the Cromer Road and on reaching Aylsham follow the signs for Cromer. Continue through Roughston, go over the roundabout and then turn left onto the A148. Turn right following a sign for Northrepps and then turn right into Larners Hill and the property will be seen at the far end on the left.

**Energy Rating:** E.



GROUND FLOOR  
APPROX. FLOOR  
AREA 231 SQ. FT.  
(21.5 SQ.M.)



1ST FLOOR  
APPROX. FLOOR  
AREA 224 SQ. FT.  
(20.8 SQ.M.)

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 1.45pm and 2.30pm, commencing on Friday 3rd March and ending on Friday 24th March.

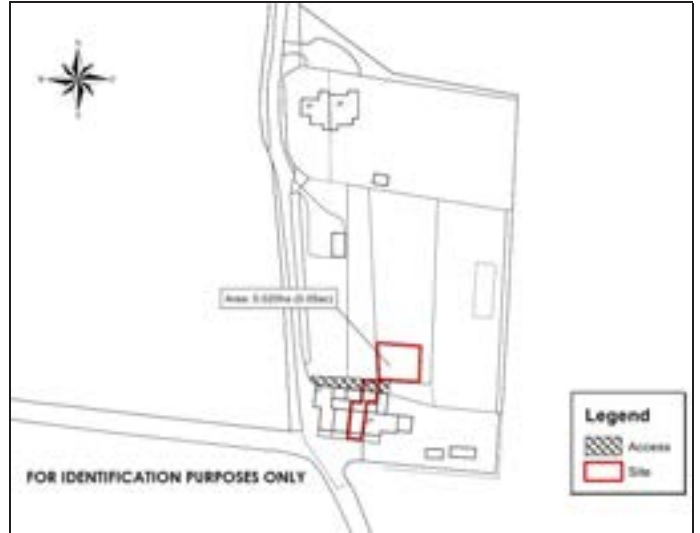
**Solicitors:** Mills & Reeve LLP (Attn Louisa Butcher), 1 St James Court, Whitefriars, Norwich, NR3 1DD. Tel 01603 660155

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# LOT 14

39 Larners Hill Crossdale Street, Northrepps, Cromer,  
Norfolk NR27 9LA  
Guide Price £90,000 - £110,000\*



## BIDWELLS

**General:** A mid-terraced cottage with sitting room and kitchen on the ground floor, together with bedroom and bathroom on the first floor. Courtyard, garden area and shed at the rear. Currently let under the terms of an Assured Shorthold tenancy. Rural position within easy reach of the North Norfolk coast.

**Location:** Northrepps is situated close to the North Norfolk coast and within easy reach of Cromer and Sheringham. Larners Hill is located in a rural position away from the village and the property has south facing views over open farmland. The city of Norwich is about 25 miles away.

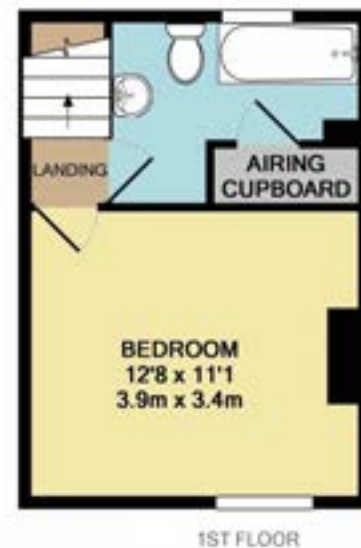
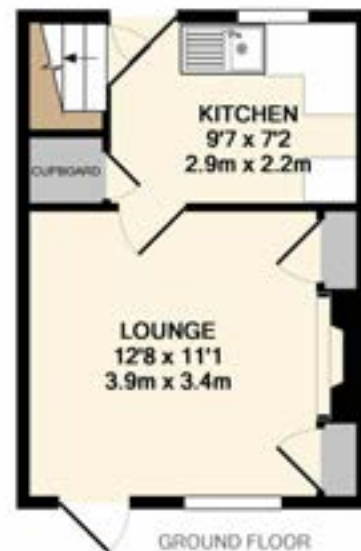
**Directions:** Proceed out of Norwich on the Cromer Road and on reaching Aylsham follow the signs for Cromer. Continue through Roughton, go over the roundabout and then turn left onto the A148. Turn right following a sign for Northrepps and then turn right into Larners Hill and the property will be seen at the far end on the left.

**Energy Rating:** F

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 1.45pm and 2.30pm, commencing on Friday 3rd March and ending on Friday 24th March.

**Solicitor:** Mills & Reeve LLP (Attn Louisa Butcher), 1 St James Court, Whitefriars, Norwich, NR3 1DD. Tel 01603 660155

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40 Larners Hill Crossdale Street, Northrepps, Cromer,  
Norfolk NR27 9LA  
Guide Price £125,000 - £145,000\*

.....  
**LOT 15**  
.....



**General:** A larger end terraced cottage constructed of brick with a pitched main roof and offering accommodation on two floors with dining room, family room, inner hall, kitchen, utility area, cloakroom and bathroom on the ground floor, together with landing and two bedrooms on the first floor.

Outside, the grounds are more than adequate for a property of this size and type and in this area, being mainly situated to the side and rear, and there is scope to extend the property (subject to the necessary planning consent being forthcoming). The property requires complete re-arrangement and renovation and offers an excellent opportunity for the discerning buyer to acquire a first class property of great character with some privacy.

**Location:** Northrepps is situated close to the North Norfolk coast and within easy reach of Cromer and Sheringham. Larners Hill is located in a rural position away from the village and the property has south facing views over open farmland. The city of Norwich is about 25 miles away.

**Directions:** Proceed out of Norwich on the A140 Cromer Road and on reaching Aylsham follow the signs for Cromer. Continue through Roughton, go over the roundabout and then turn left onto the A148. Turn right following a sign for Northrepps and then turn right into Larners Hill and the property will be seen at the far end on the left.

**Energy Rating:** G.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 1.45pm and 2.30pm commencing on Friday 3rd March and ending on Friday 24th March.

**Solicitors:** Mills & Reeve LLP (Attn Louisa Butcher), 1 St James Court, Whitefriars, Norwich, NR3 1DD. Tel 01603 660155

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.....  
**LOT 16**  
.....

4 - 7 Market Cross Mews, North Walsham, Norfolk NR28 9BS  
Guide Price £50,000 - £70,000\*



## FREEHOLD AND GROUND RENT INVESTMENT OPPORTUNITY

**General:** Two ground floor lock-up shops with two flats over. One shop is currently let (no. 4) on a 7 year lease which expires in 2020, with a break clause in 2018. This unit produces £4,200 per annum and according to the valuation office website it extends to approximately 52.6sq.m. (566sq.ft.). The other shop (no. 7) is vacant and extends to approximately 49.9sq.m. (504sq.ft.)

The two flats above (no. 5 & 6) have been sold off on 125 year leases which commenced in June 1987. Each flat pays £25 per annum as ground rent and this figure, as per the lease, doubles every 25 years but at the last review (2012) no action was taken. The total income at present is £4,250 per annum with potential to increase.

**Location:** North Walsham is a thriving and established market town with many amenities and facilities, lying approximately 5 miles from the North Norfolk coast and 15 miles from Norwich.

**Energy Rating:** Shop 4: B. Shop 7: C.



**Directions:** Head into North Walsham along the Norwich Road, pass under the railway bridge, go straight over the traffic lights and at the mini-roundabout turn left into Park Lane. Proceed to the junction, turning right into Aylsham Road and at the traffic lights right again into Market Street. Continue round the corner and the opening to Market Cross Mews will be found after a short distance on the right hand side.

**Viewing:** It will only be possible to view the vacant shop and our representative will be at the premises on Wednesdays and Fridays between 12.45pm and 1.15pm, commencing on Friday 3rd March and ending on Friday 24th March.

**Solicitors:** Howard Pollok & Webb (Attn Miss C Webb), 7 Princes Street, Norwich, NR3 1AZ. Tel 01603 660051

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7 St. Martins Road, Norwich, Norfolk NR3 3EU  
Guide Price £180,000 - £200,000\*

.....  
**LOT 17**  
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**General:** Older style hall entrance 3 bedroom plus box room mid-terraced house which has been let for many years but is now to be sold vacant. The property requires improvement and updating, although gas central heating has been installed and most windows are double glazed.

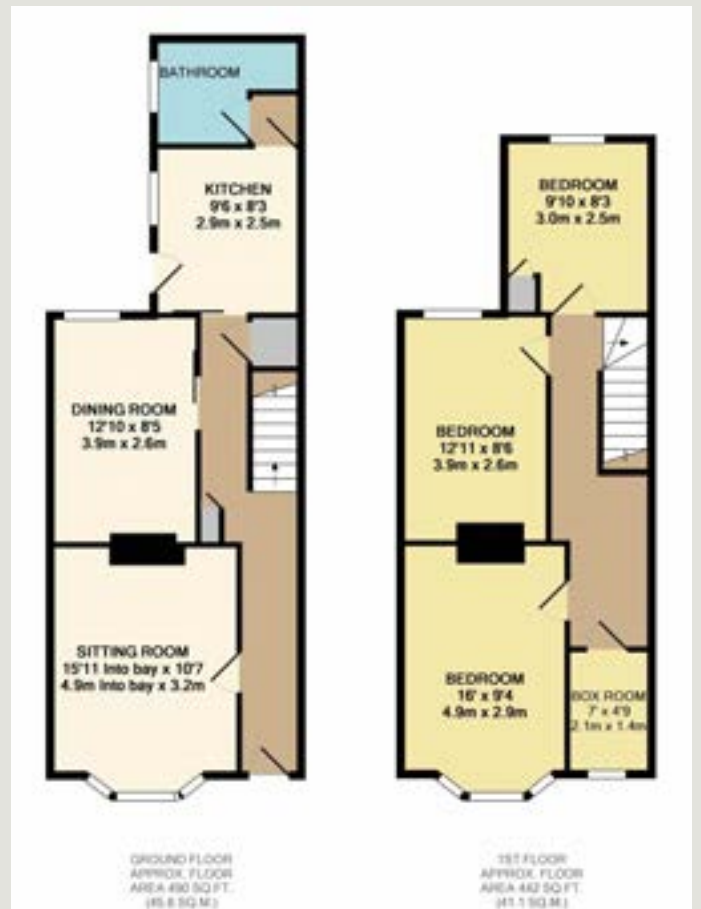
Outside, the property has small front and rear gardens.

**Location:** St Martins Road lies just outside the city inner ring road, close to St Augustine's Street and Anglia Square and is less than a mile from the city centre.

**Directions:** Leave Norwich via Aylsham Road and bear left onto Drayton Road. At the mini-roundabout turn left onto St Martins Road and the property will be found after a short distance on the left hand side.

**Energy Rating:** E.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 1.30pm and 2.00pm, commencing on Friday 24th February and ending on Friday 24th March.



**Solicitors:** Cozens-Hardy LLP (Attn Mr Dan Evans), Castle Chambers, Opie Street, Norwich, NR1 3DP

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.....  
**LOT 18**  
.....

**South Lodge Farm Bungalow, Low Road, Great Plumstead,  
Norwich, Norfolk NR13 5ED**  
**Guide Price £180,000 - £195,000\***



**General:** A detached bungalow constructed of brick with a tiled roof. Accommodation on a single floor comprising entrance porch/conservatory, kitchen, inner hall, side lobby/conservatory, dining room, bathroom, two bedrooms, sitting room/bedroom 3. The property is sold with a good plot of land with drive at the front leading up to the side of the bungalow.

The property requires improvement and renovation throughout and could benefit from an extension, subject to the necessary planning consent being forthcoming.

**Services:** Shared water supply. Any buyer will be required to install a new separate drainage system within six months of completion. The legal documentation sets out fencing requirements.

**Location:** The property is situated on the edge of the village of Great Plumstead, to the east of Norwich and within easy reach of communication routes. There are local shopping and transport facilities in nearby Thorpe and access to Norwich is good. Interested parties should be aware of the proximity of the Northern Distributor Route. This is an excellent opportunity to live down a pleasant lane in a rural position yet within easy reach of Norwich.

**Directions:** Proceed out of Norwich on the Yarmouth Road and continue on to the A47 trunk road. Turn left towards Great Plumstead and continue past the church on the left hand side. Turn left into Low Road and proceed along the road and the

property will be seen on the left hand side of the road and is the last property on this side of the lane.

**Energy Rating:** F.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 12.15pm and 1.00pm, commencing on Thursday 23rd February and ending on Thursday 23rd March.

**Solicitors:** Leathes Prior (Attn Ms Sarah Ellero), 74 The Close, Norwich, NR1 4DR. Tel 01603 610911

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**BROWN & CO**





.....  
**LOT 19**  
.....

**Bluestone, The Common, Mulbarton, Norwich, Norfolk NR14 8JS**  
**Guide Price £220,000 - £230,000\***



**General:** A detached property dating back to the early 1800's and extended some 40 years ago, being constructed of brick beneath a tiled roof. The property stands in a good plot of land with accommodation arranged over two floors including entrance hall, kitchen, inner hall, sitting room, bathroom and separate WC on the ground floor, together with 5 bedrooms and en-suite shower room on the first floor.

Outside, the grounds amount to 0.4 acres (subject to measured survey) with side drive and wider entrance area leading to an overgrown garden with dilapidated sheds but offering a good opportunity for any buyer looking to create a garden.

The property has been neglected over the years and is in need of repair and improvement. There is scope to extend at the side and rear, subject to the necessary planning consent being forthcoming.

**Location:** Bluestone is located in the village of Mulbarton, about 6 miles south-west of Norwich. There are excellent local shopping and transport facilities available in the village. The Norwich southern bypass is within easy reach, with easy access to the city. The property is accessed via an unadopted, unmade road shared by adjacent dwellings and overlooking the village pond. This is an excellent opportunity to acquire a property in need of renovation in a popular residential area close to Norwich.



**Directions:** Head out of Norwich on the Ipswich Road and at the traffic lights just after Harford Bridge turn right onto the Old Buckenham Road (B1113). Proceed through Swardston and on reaching Mulbarton just after the Worlds End public house turn immediately left just before the village pond and the property will be seen on the left hand side.

**Energy Rating:** E.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.45am, commencing on Friday 24th February and ending on Friday 24th March.

**Solicitors:** Fosters (Attn Mrs Sue Zavanaiu), William House, 19 Bank Plain, Norwich, NR2 4FS. Tel 01603 620508

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19 Hall Road, Martham, Great Yarmouth, Norfolk NR29 4PD  
 Guide Price £125,000 - £145,000\*

.....  
**LOT 20**  
 .....



**General:** A semi-detached house constructed of brick with a pitched main roof and occupying a good plot of land. Offering well arranged accommodation on two floors with sitting room, dining room, kitchen back lobby and bathroom on the ground floor, together with two bedrooms and store room/nursery on the first floor.

The property is approached from the road and there is a drive at the front with hard standing for at least two vehicles. The rear garden is mainly laid to lawn and there is an additional area of land backing onto neighbouring properties which is included in the sale.

The house would benefit from some improvement and there is scope to extend at the side, subject to the necessary planning consent being forthcoming.

**Location:** Martham is situated on the east Norfolk coast and there are local shopping and transport facilities in the village, with easy access to Winterton on Sea and Horsey and some of the popular east Norfolk coastal areas. Martham is situated within easy reach of Acle and Stalham, within the Norfolk Broads Network, being about 20 miles from the city of Norwich with all its shopping, transport and cultural facilities.

**Directions:** Proceed out of Norwich on the Yarmouth Road and continue out on the A47 until reaching Acle. Continue past Acle and at the roundabout take the 2nd exit onto the A1064 towards Potter Heigham. Take the left fork at Billockby onto the B1152 and continue through Clipesby then take the right turn signposted Martham. Continue over the crossroads into Martham and on reaching the green, take the right hand turn into Hemsby Road. Continue for a short distance then turn right into Hall Road where the property will be seen on the left.



Energy Rating: F

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays, between 11.00am and 11.30am, commencing on Thursday 23rd February and ending on Thursday 23rd March.

**Solicitors:** Mills & Reeve (Attn Mr Tim Ryan), 1 St James Court, Whitefriars, Norwich, NR3 1RU. Tel 01603 660155

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.....  
**LOT 21**  
.....

**39 Patricia Road, Norwich, Norfolk NR1 2PE**  
**Guide Price £80,000 - £90,000\***



**General:** The premises comprise a purpose-built ground floor flat with part brick and rendered external elevations under a pitched pantiled roof.

The accommodation includes entrance hall with WC off, sitting room, kitchen, two bedrooms and bathroom with two-piece suite. There is a garden area to the front and a garage (no. 10) situated in a block close by, measuring 4.39m x 2.54m (14'5" x 8'4") and approached via a driveway to the left of no. 21 Patricia Road.

The flat has mainly double glazed replacement windows and an old gas fired central heating system, however, it requires an extensive scheme of refurbishment and updating together with some repair.

**Location:** Situated off Trafford Road in this extremely popular residential area and convenient for local shops and schools. It is close to Aviva and just under 2 miles south of the city centre.

**Directions:** Leaving All Saints Green, proceed south through the traffic lights into Brazen Gate (passing Sainsbury's supermarket). Turn immediately right into Grove Road, bearing left into Trafford Road. Before reaching Cecil Road, turn left into Patricia Road and the flat will be found on the left hand side.

**Energy Rating:** C

**Services:** All mains services are connected.



**Tenure:** Leasehold. 125 years from 29th September 1977. Current ground rent payable of £200 per annum. We understand the current service charge from 29th September 2016 to 24th March 2017 is £215.38.

**Council Tax:** Band B.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 12.30pm and 1.00pm, commencing on Friday 24th February and ending on Friday 24th March.

**Solicitors:** Hatch Brenner LLP (Attn Mrs J Palmer), 4 Theatre Street, Norwich, NR2 1QY. Tel 01603 660811

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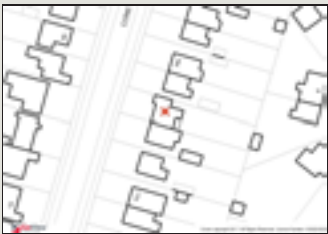
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180 Constitution Hill, Norwich, Norfolk NR3 4HB  
 Guide Price £250,000 - £260,000\*

.....  
**LOT 22**  
 .....



**General:** A semi-detached property constructed of brick with a tiled roof. Well arranged accommodation on two floors comprising entrance hall, sitting room, dining area, kitchen and cloakroom on the ground floor, together with three bedrooms, bathroom and separate WC on the first floor.

Gardens are located to the front and rear and there is a good size drive at the front with hardstanding for vehicles and a garage to the side of the property.

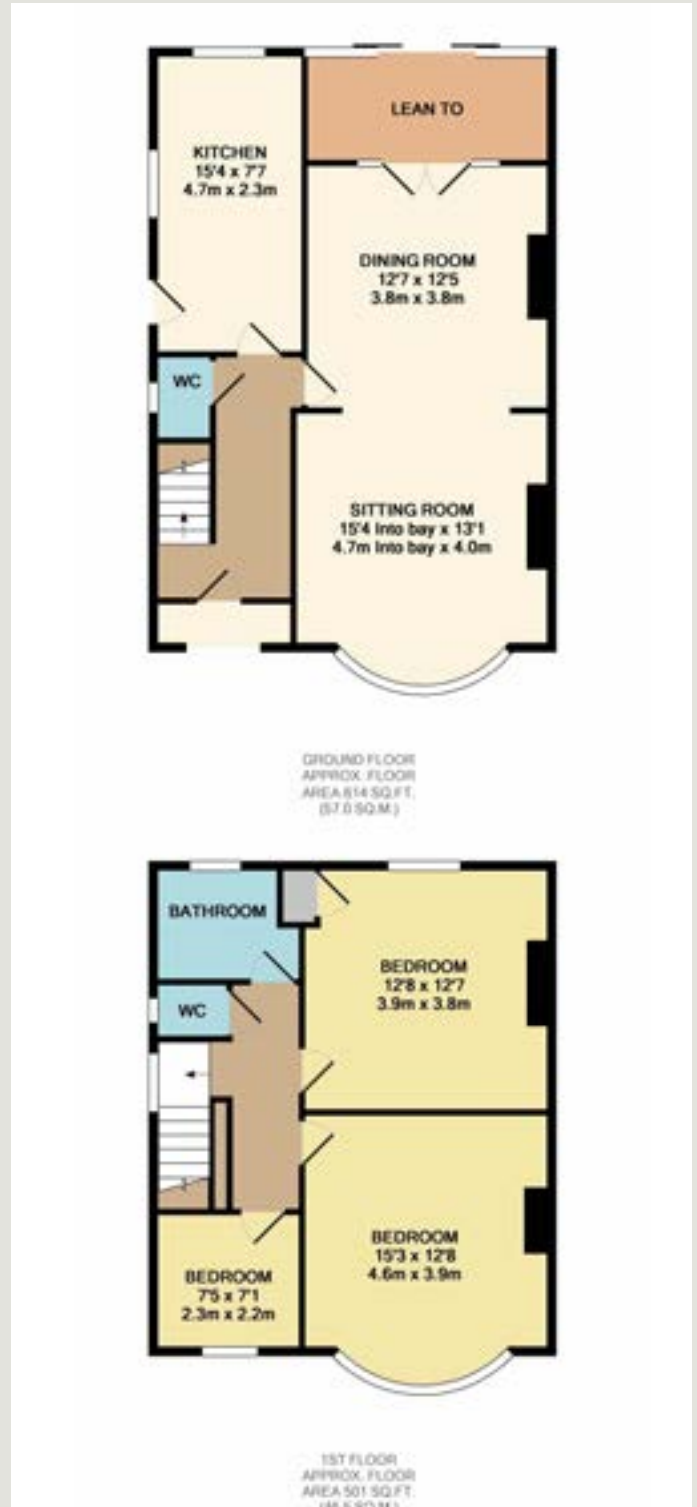
The property requires some improvement but will be of interest to a variety of buyers looking to live within easy reach of the centre of Norwich.

**Location:** Situated to the north of the city centre in this popular area with easy access to the outer ring road and local shopping and transport facilities.

**Directions:** Proceed out of Norwich on Magdalen Street and at the traffic lights continue straight over into Magdalen Road. Take the left fork just before the next set of traffic lights to continue on Magdalen Road. Proceed onto Constitution Hill, go over the mini roundabout and the property will be found a little further along on the right hand side.

**Energy Rating:** D

**Viewing:** Our representative will be at the property on Wednesdays



and Fridays between 11.30am and 12.00pm, commencing on Friday 24th February and ending on Friday 24th March.

**Solicitors:** Spire Solicitors LLP (Attn Kevin Oelrichs), Holland Court, The Close, Norwich, NR1 4DY. Tel 01603 677077

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**Old Hall Farm, 11 Newport Road, South Walsham, Norwich, Norfolk NR13 6DS**  
**Guide Price £295,000 - £325,000\***



**General:** A detached property of brick construction with a pitched tiled roof occupying a good plot of land on the edge of South Walsham. The grounds extend to approximately 1½ acres (subject to survey) and include a general purpose building suitable for a number of purposes.

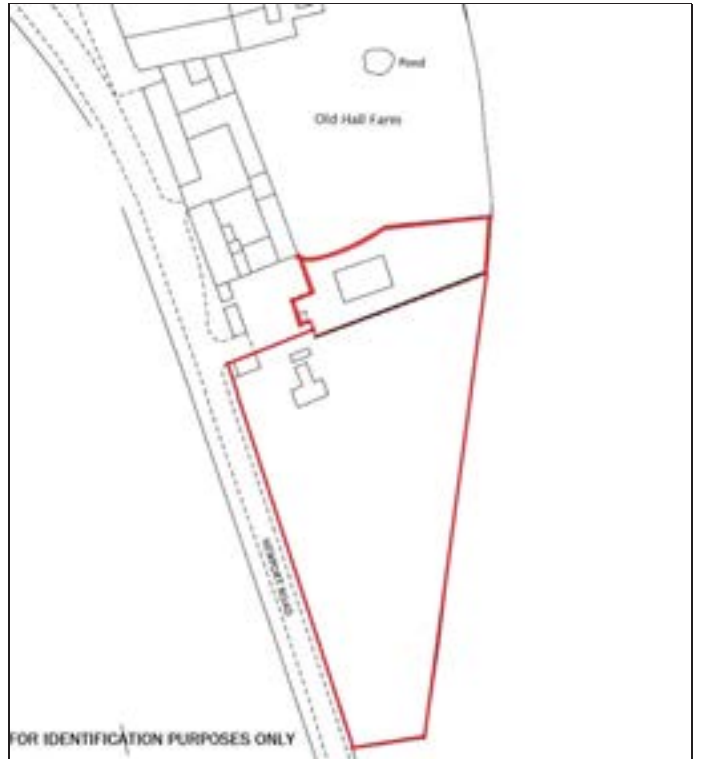
The accommodation includes entrance hall, sitting room, dining room, kitchen/breakfast room, rear lobby and bathroom on the ground floor, together with three bedrooms and shower room on the first floor.

The property is approached from the road via a shared drive in the ownership of Norfolk County Council. This leads to the general purpose building and to the rear of the subject property. This access is also shared by a neighbouring converted barn.

The whole will be of great interest to those buyers looking to live in a rural position and there is a great opportunity to occupy the property as it stands, or to extend, subject to the necessary planning consent being forthcoming. The property has scope for improvement as some updating is now required.

**Overage:** Buyers' attention is drawn to overage provisions imposed in 2002 in respect of the agricultural building and the immediate land surrounding, details of which are included in the legal pack.

**Location:** The property is situated in East Norfolk, on the outskirts of South Walsham with its local store, school and public house. South Walsham is strategically situated between Norwich and Great Yarmouth and within easy reach of Acle with all its shopping and transport facilities. Communications are good

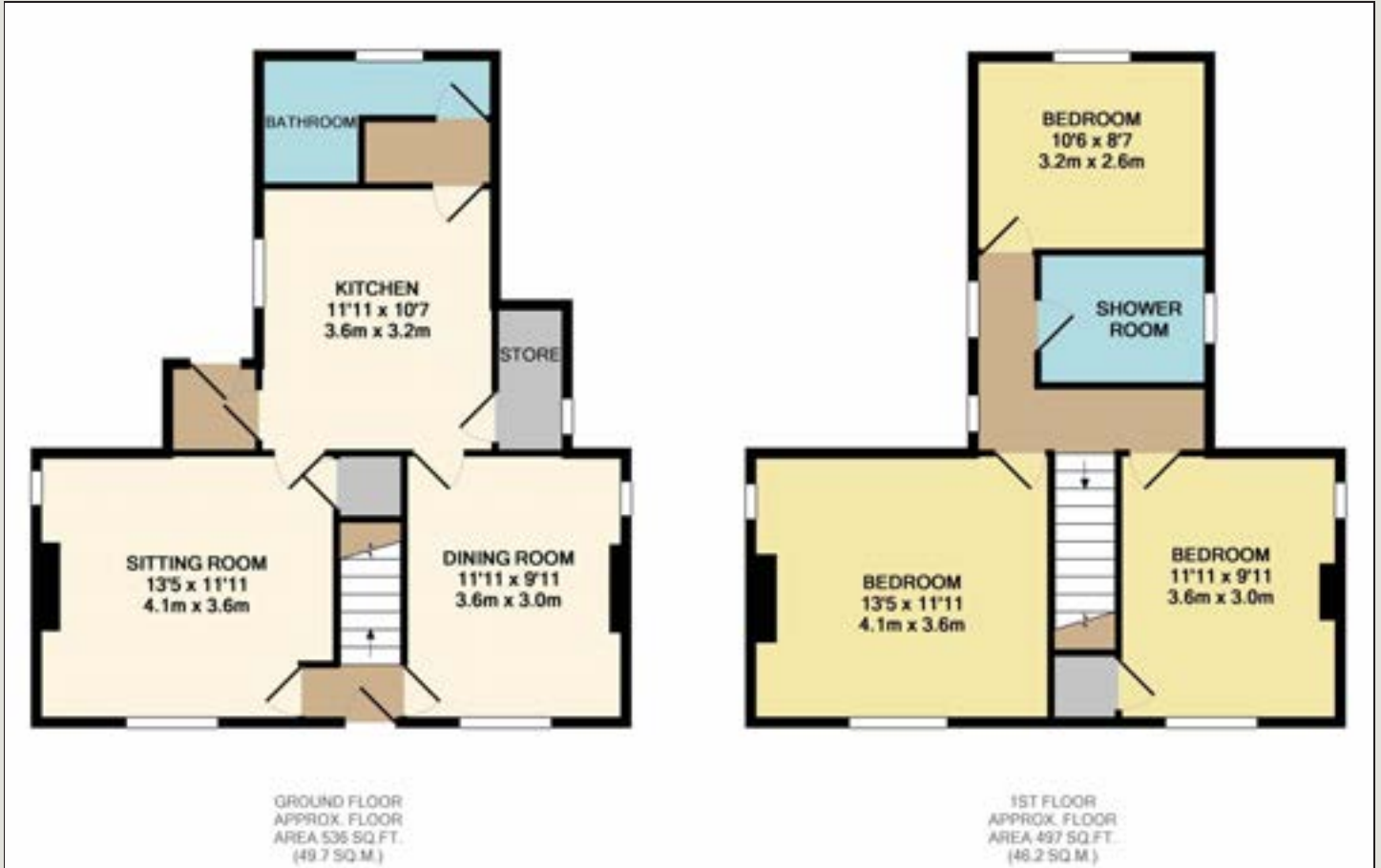


and the house is within close proximity to the A47 trunk road, linking the property with the rest of the country via the Norwich southern bypass. The property is also within easy reach of the Norfolk Broads network.

**Directions:** Proceed out of Norwich on the Yarmouth Road and continue onto the A47 towards Great Yarmouth, bypassing Blofield. Turn left off the dual carriageway signposted for South Walsham and after about 1½ miles the property will be seen on the right hand side, before the village and the sharp left hand bend.

**EPC:** E.

\*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.



**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 9.30am and 10.15am, commencing on Thursday 23rd February and ending on Thursday 23rd March.

**Solicitors:** Kent & Co (Attn Mrs S Kent), Calthorpe Cottages, The Green, Acle, NR13 3QX. Tel 01493 751351

\*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.







# 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: \_\_\_\_\_



# 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 schedule 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 if 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:

- the date specified in the special conditions; or
- if no date is specified, 20 business days after the contract date;

but if that date is not a business day the first subsequent business day.

### Approved financial institution

Any bank or building society that 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:

- the date of the sale memorandum signed by both the seller and buyer; or
- if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

### 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

- Words in italics have special meanings, which are defined in the Glossary.
- The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied 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

- As agents for each seller we have authority to
  - prepare the catalogue from information supplied by or on behalf of each seller;
  - offer each lot for sale;
  - sell each lot;
  - receive and hold deposits;
  - sign each sale memorandum; and
  - treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.
- Our decision on the conduct of the auction is final.
- 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.
- 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

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

- 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

- 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.
- 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.
- 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.
- 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

- 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.
- You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
- You must before leaving the auction:
  - provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
  - sign the completed sale memorandum; and
  - pay the deposit.
- If you do not we may either:
  - as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
  - sign the sale memorandum on your behalf.
- The deposit:
  - 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
  - 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.
- We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- If the buyer does not comply with its obligations under the contract then:
  - you are personally liable to buy the lot even if you are acting as an agent; and
  - you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- 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

- 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.

- The lot
  - 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.
  - The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
  - 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.
  - The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
    - matters registered or capable of registration as local land charges;
    - matters registered or capable of registration by any competent authority or under the provisions of any statute;
    - notices, orders, demands, proposals and requirements of any competent authority;
    - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
    - rights, easements, quasi-easements, and wayleaves;
    - outgoings and other liabilities;
    - any interest which overrides, 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 first 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 1 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 to 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.

# CONSIDERING SELLING AT AUCTION?

## Properties most suitable for auction are:

- Properties in need of renovation
- Residential and Commercial investments
- Land with or without planning consent
- Buildings with or without consent for improvement
- Unique and individual properties
- Garages
- Ground leases
- Properties with structural problems
- Tenanted properties
- Unmodernised properties of all types
- Redevelopment opportunities
- Farm/rural buildings
- Non-standard construction properties
- Family homes
- Prestigious locations
- Cottages for renovation

## Selling by auction would give you:

- Extensive, high profile advertising
- Competitive bidding
- Best price on the day
- A speedy sale within a defined period



**Entries continually taken for future auctions.**

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King's Lynn: James Hurst 01553 770771

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