

PROPERTY  
LAND AND  
INVESTMENT  
OPPORTUNITIES

19 LOTS

# AUCTION CATALOGUE



Tuesday 13th December 2016 - 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:** Tuesday 13th December. **Start time:** 11am.

We are delighted to be offering some 19 lots for sale in our December auction at the Assembly House in Norwich and this comes close on the back of our successful sale in October when we sold 95% of what we had on offer.

The market is certainly active in our region for properties throughout the price ranges and this was the case back in October and we hope that we will be able to produce results for our clients in mid-December.

Variety makes for a good auction and we certainly have that, with a former railway cottage in Walcott, building land in West Norfolk, garages in North Norfolk, together with three country cottages and three houses in prime residential areas in Norwich.

We hold four auctions per year in the spring, summer, autumn and winter and will continue to do all 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 March 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 October, with 17 out of 18 lots sold and there was a full room with over 200 people attending. The results augur well for the future, relating as they do to all sectors of the property market in Norfolk.

A ground floor flat close to the sea wall in East Norfolk sold for £60,000 in excess of the guide price and other coastal properties in Great Yarmouth and Bacton sold well too. City properties went well, with a terraced house in Unthank Road selling over the reserve and a semi-detached house in Grove Walk selling for over £70,000 above the guide. Out in the county a period property in Stalham sold for over £50,000 above the guide and a cottage in Bergh Apton sold for over £40,000 above the guide, indicating that realistic assessment enables us to create competition to produce results for our clients. The final lot, being a former water pumping station in Colney on the main road on the outskirts of Norwich sold for £90,000 in excess of the guide! Statistics are interesting, and between the beginning of September and the beginning of October we accompanied over 300 prospective buyers around 18 lots in the autumn of 2016, with over two thirds of the interested parties downloading the legal information through our website. It is clear that if we get the marketing right, the results follow!

### 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.

Contact us if you want a first class service including auction catalogues, local and national advertising and online marketing, with local knowledge and reputation as well. 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.

# RESULTS OF REGIONAL PROPERTY AUCTION

## THURSDAY 6TH OCTOBER 2016

### NORWICH OFFICE:



Lot	Address	Guide Price	Sale Price
1	70 Coastguards Cottages, Beach Road, Sea Palling, NR12 0UH	£60,000 - £80,000	£142,000
2	Flat 35, Tillett Court, Tillett Road East, Norwich, NR3 4JE	£55,000 - £65,000	£90,000
3	Flat 2, 6 St Peter's Road, Great Yarmouth, NR30 3AY	£25,000 - £35,000	£41,000
4	308 Unthank Road, Norwich, NR4 7QD	£170,000 - £190,000	£192,000
5	Building Plot, Billingford Road, North Elmham, NR20 5HN	£140,000 - £150,000	£140,000
6	Former Methodist Chapel, Stow Bridge, King's Lynn, PE34 3NW	£30,000 - £50,000	£50,000
7	Grain Store, Reepham Road, Guestwick, NR20 5QG	£60,000 - £80,000	£86,000
8	22.5 Acres Land at Burston Road, Walcot Green, Diss	£175,000 - £185,000	£175,000
9	4.6 Acres Land at Walcot Green, Diss	£30,000 - £40,000	£30,000
10	Premises at Watton Road, Ashill, Thetford, IP25 7AP	£80,000 - £100,000	£89,000
11	Meadow View, King Street, Neatishead, NR12 8BW	£190,000 - £210,000	£175,000
12	Crest-O-Cliff, Mill Lane, Bacton, NR12 0HS	£100,000 - £120,000	£141,000
12a	Mill House, Yarmouth Road, Stalham, NR12 9PF	£250,000	£292,000
13	Sparchford, Meadow Way, East Carleton, NR14 8HZ		UNDER OFFER
14	Green Shutters, Sunnyside, Bergh Apton, NR15 1DD	£275,000 - £295,000	£333,000
15	Old Club Cottage, 20 Church Road, Postwick, NR13 5HN	£275,000 - £295,000	£293,000
16	38 Grove Walk, Norwich, NR1 2QH	£250,000 - £275,000	£331,000
17	Premises at Watton Road, Colney, NR4 7TX	£35,000 - £45,000	£126,000



# REGIONAL PROPERTY AUCTION

## TUESDAY 13TH DECEMBER 2016

### NORWICH OFFICE:



Lot	Address	Guide Price
1	The Store/Barn at Mitchells Yard Mill Road, Winfarthing, Diss, Norfolk IP22 2DZ	£70,000 - £80,000*
2	38a Park Lane, Norwich, Norfolk, NR2 3EF	£100,000 - £120,000*
3	106 Hall Street, Briston, Melton Constable, Norfolk NR24 2LQ	£190,000 - £210,000*
4	17 Bracondale Court, Norwich, Norfolk NR1 2AS	£175,000 - £195,000*
5	37 Norwich Road, Costessey, Norwich, Norfolk NR5 0EA	£165,000 - £185,000*
6	14 Carnoustie, Norwich, Norfolk NR4 6AY	£375,000 - £395,000*
7	5 Garages between 14 & 15 Swan Close Langham, Holt, Norfolk NR25 7BZ	£15,000 - £20,000*
8	3 Garages adjacent to 18 Vicarage Close, Potter Heigham, Norfolk NR29 5LE	£10,000 - £15,000*
9	5 Garages adjacent to 12 Barney Road, Fulmodeston, Fakenham, Norfolk NR21 0AT	£15,000 - £20,000*
10	8 Garages to the rear of 8 - 10 Vicarage Close, Potter Heigham, Norfolk NR29 5LE	£25,000 - £35,000*
11	16 Garages to the rear of no 32 Green Lane, Pudding Norton, Norfolk NR21 7LT	£25,000 - £35,000*
12	13 Garages to the rear of 57 - 65 Lancaster Avenue, Fakenham, Norfolk NR21 8DJ	£30,000 - £40,000*
13	Land on the corner of Lynewood Road and Links Avenue, Cromer, Norfolk NR27 0EE	£3,000 - £5,000*
14	3 School Cottages, School Lane, Runhall, Norwich, Norfolk NR9 4DS	£120,000 - £140,000*
15	Land at North End Yard, King's Lynn, Norfolk PE30 2AD	£80,000 - £100,000*
16	The Bungalow, Church Street, Great Ellingham, NR17 1LE	£210,000 - £230,000*
17	East View, Helena Road, Walcott, Norwich, Norfolk NR12 0LX	£30,000 - £50,000*
18	17A The Green, Martham, Great Yarmouth, Norfolk NR29 4PL	£200,000 - £225,000*
19	28 The Avenues, Norwich, Norfolk, NR2 3QR	£225,000 - £250,000*

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LOT 1

The Store/Barn at Mitchells Yard Mill Road, Winfarthing, Diss,  
Norfolk IP22 2DZ  
Guide Price £70,000 - £80,000\*



## DEVELOPMENT OPPORTUNITY

**General:** This barn is offered for sale with the benefit of permitted development for conversion to 2 x two bedroom single storey dwellings.

The plans identifying the site are available at the office of the vendor's agent clearly setting out the arrangement for the accommodation, with car parking and infrastructure.

This is an excellent investment opportunity, suitable for a number of different types of buyer.

**Planning Matters:** An application for prior approval for proposed change of use was obtained from South Norfolk District Council under reference 2015/2594.

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

**Location:** Winfarthing is situated in south-west Norfolk, being about 4 miles from Diss, 15 miles east of Thetford and some 22 miles from the city of Norwich. The site is on the outskirts of the village. Winfarthing is within striking distance of the main A11 trunk road.

**Directions:** From Norwich, proceed through Mulbarton, Bracon Ash, Tacolneston and New Buckenham. On leaving New Buckenham turn left at the crossroads signposted for Diss. Carry on along the road and on reaching Winfarthing, the store/barn is located at the end of the village on the left.

**Solicitors:** Barker Gotelee (Attn Toby Pound), 41 Barrack Square, Martlesham Heath, Ipswich, IP3 3RS Tel 01473 617300

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**BROWN & CO**

e: [norwich@brown-co.com](mailto:norwich@brown-co.com) t: 01603 629871

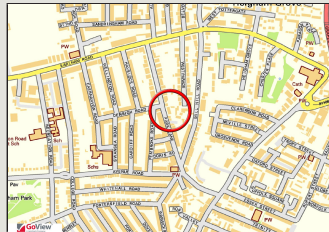
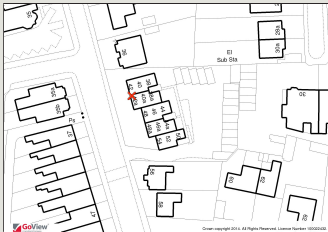
[brown-co.com](http://brown-co.com)





38A Park Lane, Norwich, Norfolk NR2 3EF  
Guide Price £100,000 - £120,000\*

LOT 2



**General:** Purpose built ground floor flat built by Burrell Builders and dating back some 40 years. Adequate accommodation including entrance hall, sitting room, bedroom, bathroom and kitchen. Communal gardens and garage. Requiring improvement throughout. Suitable for investor or owner occupier.

There is a communal garden and the property also has the benefit of a single garage.

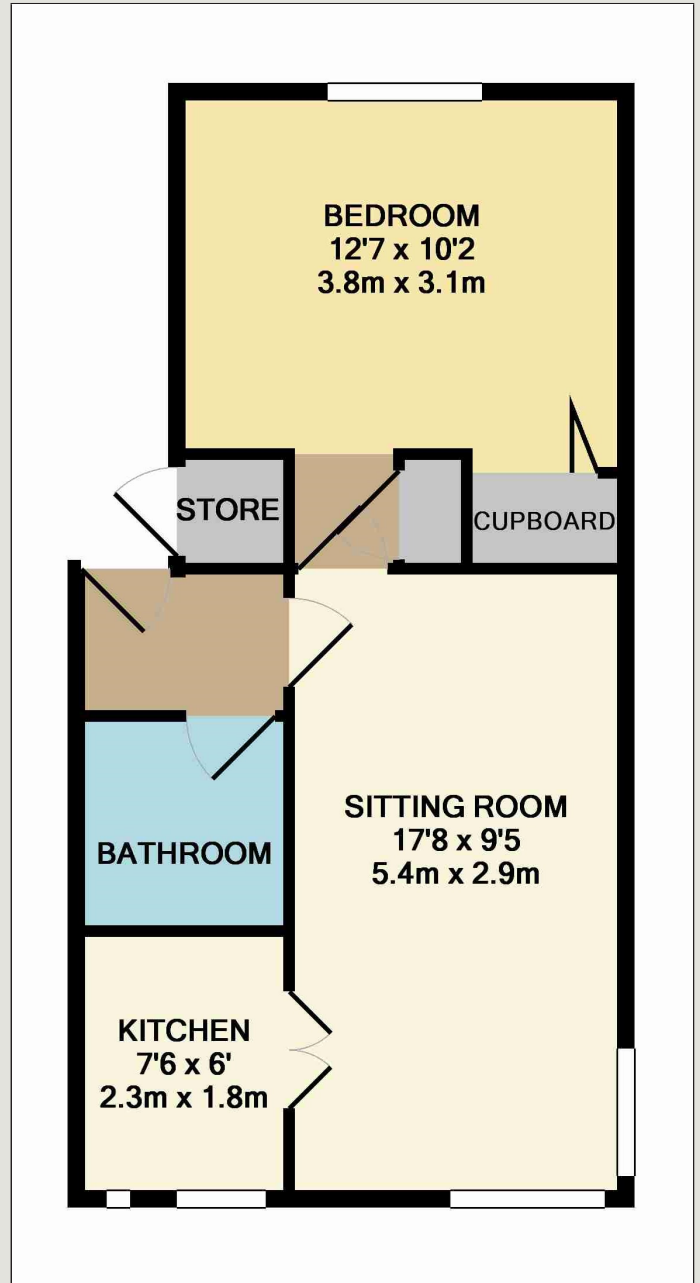
**Tenure:** Leasehold. Lease expires 14th March 2159.

**Location:** Located within the famed Golden Triangle, lying between Earlham and Unthank Road, the property is close to a wide range of shops and facilities and is within walking distance of the city centre.

**Directions:** Head away from Norwich on the Unthank Road, turning right immediately in front of the Langtry public house onto Park Lane. At the traffic island bear right and continue along Park Lane. Proceed for some distance and the property will be found on the right hand side.

**Energy Rating:** The property has a current energy rating of E.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 1.30pm and 2.00pm, commencing on Friday 11th November and ending on Friday 9th December.



**Solicitors:** Hansells (Attn Rachel McGurk), 13 The Close, Norwich, NR1 4DS Tel 01603 615731

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106 Hall Street, Briston, Melton Constable, Norfolk NR24 2LQ  
Guide Price £190,000 - £210,000\*



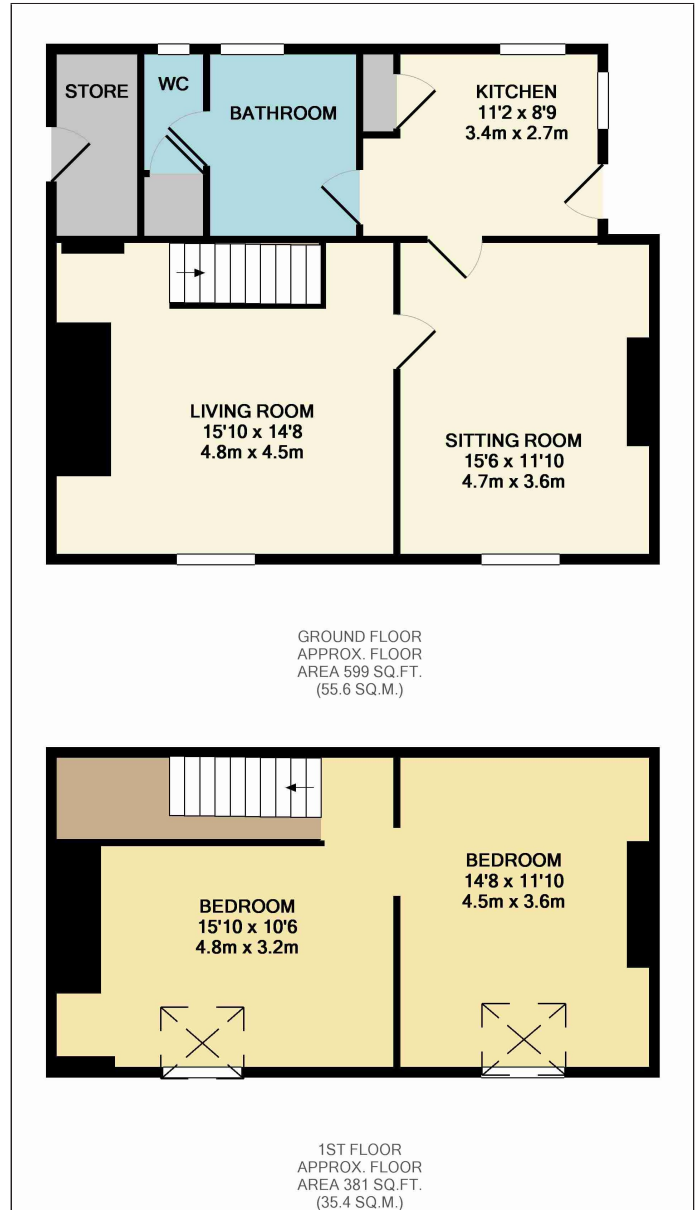
**General:** The property comprises a detached two bedroomed country cottage having part brick (being part rendered) and part flint external elevations under a pitched tiled roof. The dwelling which now requires a scheme of renovation and improvement occupies a site extending to approximately 0.49 acres (subject to measured survey).

We understand that the property is situated within the settlement boundary of Briston and therefore there is scope for possible development of the site. Any proposals, however, must be discussed with the Local Planning Authority, North Norfolk District Council, prior to the auction on 01263 513811. The auctioneers do recommend inspection to appreciate the full potential of this property.

**Location:** The property lies in the village of Briston which has two shops and a reputable butcher. It is convenient for all amenities in Holt and within a short drive of the North Norfolk coast.

**Directions:** From Norwich, proceed towards Cromer. After passing through Hellesdon turn left at the roundabout onto the B1149 Holt Road. Continue through Horsford and on reaching the outskirts of Corpusty/Saxthorpe, turn left on the B1149 at the large roundabout. After a short distance turn left onto the B1354 to Melton Constable/Briston. On reaching Briston, pass the Three Horseshoes PH and continue to the Holt Road crossroads. Turn left which continues into Church Street, bearing left into the continuation of Church Street, which in turn continues into Hall Street. The cottage is on the right hand side immediately before the Explorers Bar and Coffee House (indicated by a board). It is approximately 22 miles from Norwich.

**Services:** We understand that mains water, electricity and drainage are connected to the site.



**Tenure:** Freehold.

**Energy Rating:** The property has an energy rating of G.

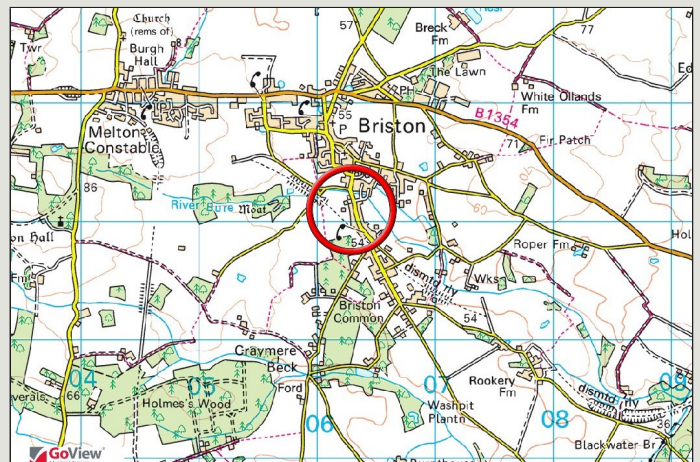
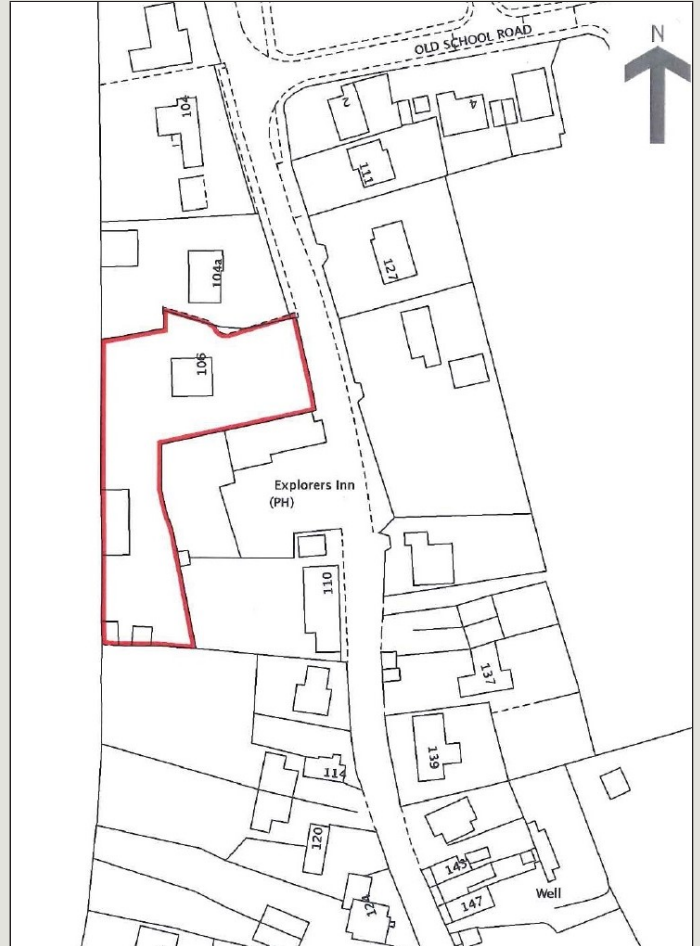
**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 10.30am and 11.00am, commencing on Friday 11th November and ending on Friday 9th December.

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

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LOT 3



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LOT 4

17 Bracondale Court, Norwich, Norfolk NR1 2AS  
Guide Price £175,000 - £195,000\*



**General:** A ground floor flat dating back to the 1930's with well arranged accommodation comprising 2 bedrooms, sitting room, kitchen and bathroom. Pleasant garden and studio at the rear, together with garage.

The property has not come to the market for over 60 years and will be of great interest to buyers looking to acquire a first class property within walking distance of the centre of the city.

**Tenure:** Freehold.

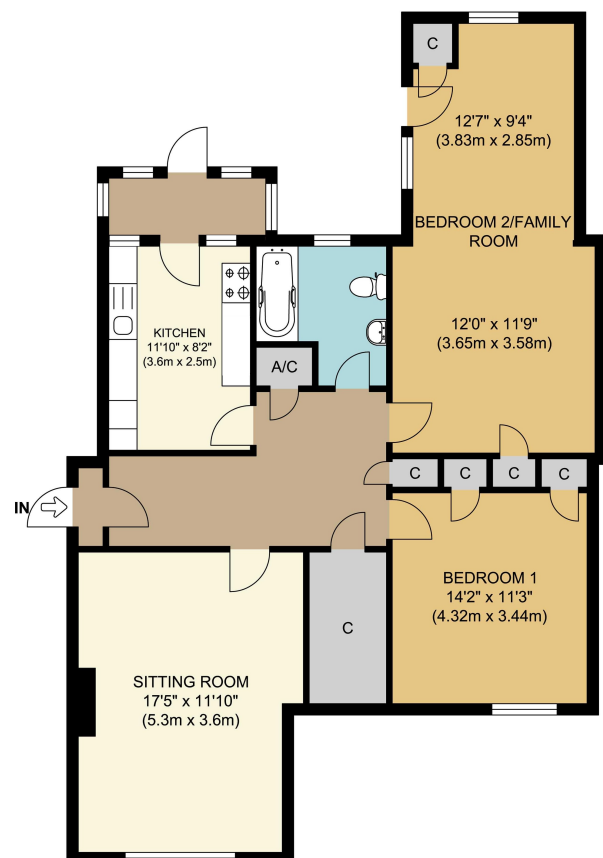
**Location:** Situated off Bracondale and within walking distance of the centre of Norwich and local shopping and transport facilities. The Norwich southern bypass and A11 trunk road is easily accessible and the village of Trowse with access to Whitlingham Lane is close by as well. This is an excellent opportunity to live tucked away in one of the prime residential areas of Norwich.

**Directions:** The property will be found off Bracondale and interested parties should drive into Bracondale Court. The dwelling will be seen at the far end on the left hand side. There are time limited parking spaces on Bracondale and also Corton Road nearby.

**Energy Rating:** The property has an energy rating of E.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 10.30am and 11.00am, commencing on Friday 11th November and ending on Friday 9th December.

**Solicitor:** Hansells (Attn Rachel McGurk), 13 The Close, Norwich, NR1 4DS Tel 01603 615731



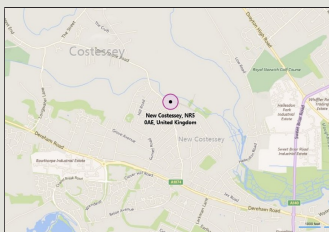
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37 Norwich Road, Costessey, Norwich, Norfolk NR5 0EA  
Guide Price £165,000 - £185,000\*

LOT 5



(Joint Sole Agents)

**General:** A detached bungalow constructed of rendered brickwork with hipped pitched tiled roof and occupying a good plot of land with front and side drive and rear garden. Requiring improvement and remedial repair.

Accommodation on a single floor comprising entrance hall, two bedrooms, sitting room, dining room, kitchen, bathroom, separate WC and conservatory. There is also a single garage.

Good investment opportunity or suitable for an owner occupier.

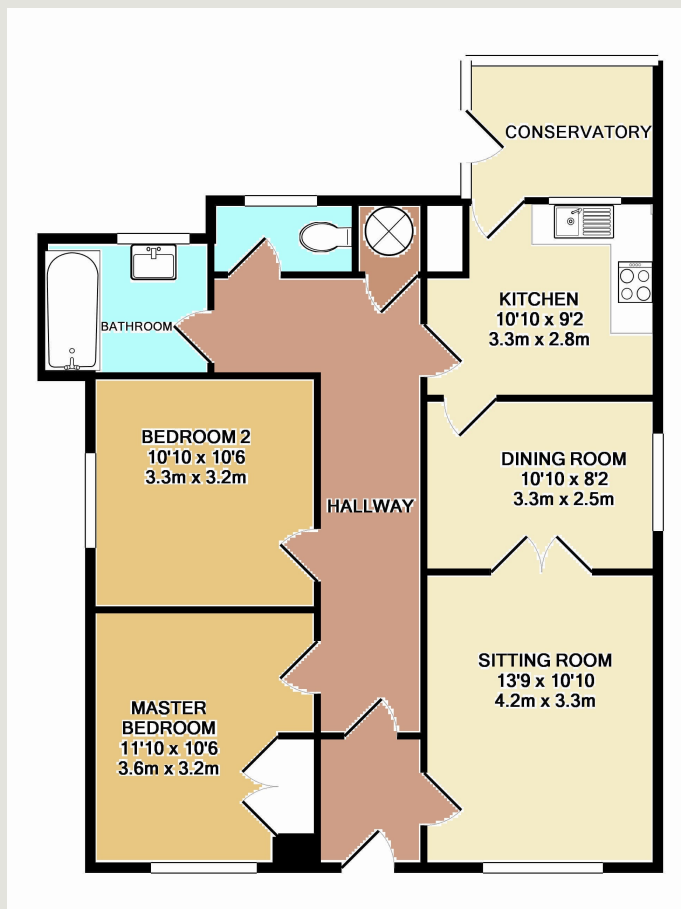
**Location:** New Costessey is situated within easy reach of the centre of Norwich and close to the outer ring road and within striking distance of the Norwich southern bypass. There are local shopping and transport facilities within easy reach, together with public transport services.

**Directions:** Proceed out of Norwich on the Dereham Road, over the roundabout at the outer ring road and straight over at the traffic lights. Turn right at the next set of traffic lights by the garage into Norwich Road. The property will be found on the right hand side.

**Energy Rating:** The property has an energy rating of E.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Thursday 10th November and ending on Thursday 8th December.

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Solicitors: Rogers & Norton (Attn Wenke Li-Critchley), Connaught Lodge, 10 Connaught Road, Attleborough, NR17 2BN Tel 01953 453774

LOT 6

14 Carnoustie, Norwich, Norfolk NR4 6AY  
Guide Price £375,000 - £395,000\*



**General:** A four bedroom detached family home offering well arranged accommodation on two floors comprising entrance hall, WC, lounge, dining room, study and kitchen on the ground floor, together with 4 bedrooms, en-suite bathroom and family bathroom on the first floor. Open front garden and private rear garden. Garage.

The property would benefit from some improvement throughout.

**Location:** Situated on the popular Sunningdale Estate off Newmarket Road in the south-western perimeter of the city. Local shopping and transport facilities available in Eaton Village, with the well-known Eaton Golf Club being within walking distance. There is a regular bus service on Newmarket Road serving the city centre, with easy access to the A11 and A47 Norwich southern bypass.

**Directions:** From the centre of Norwich, leave the city on Newmarket Road and continue over the roundabout at the junction with the outer ring road, remaining on Newmarket Road. Proceed over the next set of traffic lights and then turn left into Sunningdale. Take the third turning on the right into Carnoustie, turning right at the T-junction and follow the road round to the left where the property will be found on the left hand side of the road.

**Energy Rating:** The property has an energy rating of C.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 11.30am and 12 noon commencing on Friday 11th November and ending on Friday 9th December.

**Solicitor:** Barry Ferguson, 36 Brian Avenue, Norwich, NR1 2PH Tel 01603 766541



GROUND FLOOR  
APPROX. FLOOR  
AREA 1004 SQ.FT.  
(93.3 SQ.M.)



1ST FLOOR  
APPROX. FLOOR  
AREA 716 SQ.FT.  
(66.5 SQ.M.)

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5 Garages between 14 & 15 Swans Close Langham, Holt,  
Norfolk NR25 7BZ  
Guide Price £15,000 - £20,000\*

LOT 7



## INVESTMENT OPPORTUNITY

**General:** A block of five garages, all of which appear to be in good serviceable order. Four of the garages are let and one is vacant. Three garages are let to Victory Housing tenants who each pay £8.15 per week, making a total income of £24.45 per week/£1,271.40 per annum. The other garage is let to a private individual for £11.91 plus VAT (£14.29 per week/£743.08 per annum). Total gross income for the year is £2,014.48, subject to final confirmation.

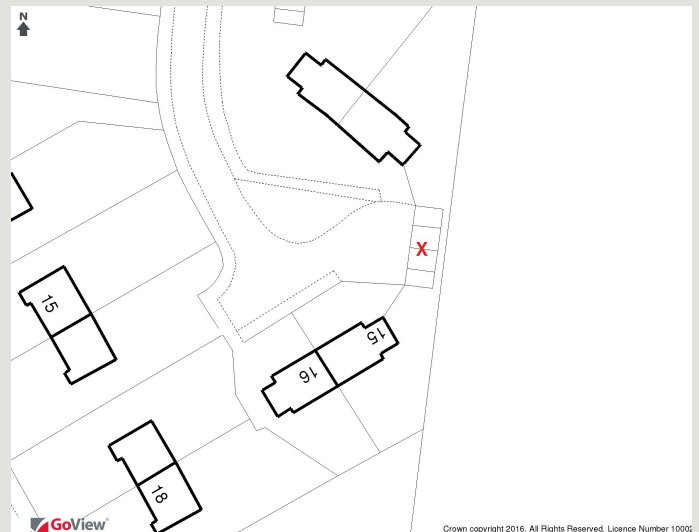
**Please note:** Keys to the vacant garage may not be available upon completion and the successful bidder is likely to have to bear the cost of any replacement locks.

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

**Location:** Langham is a small village in North Norfolk lying approximately 2 miles inland from Blakeney and approximately 5 miles from Holt.

**Directions:** Head away from Holt and proceed through the village of Letheringsett. At the junction bear right signposted By Road. Proceed for approximately one mile and turn right at the crossroads signposted Blakeney 5, Langham 3 miles. Proceed into the village and turn left into Hollow Lane and then left again into Swans Close. Turn immediately right and proceed to the bottom where the garages will be found on the left hand side.

**Viewing:** External viewing only during daylight hours.



**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 Victory Housing Trust.

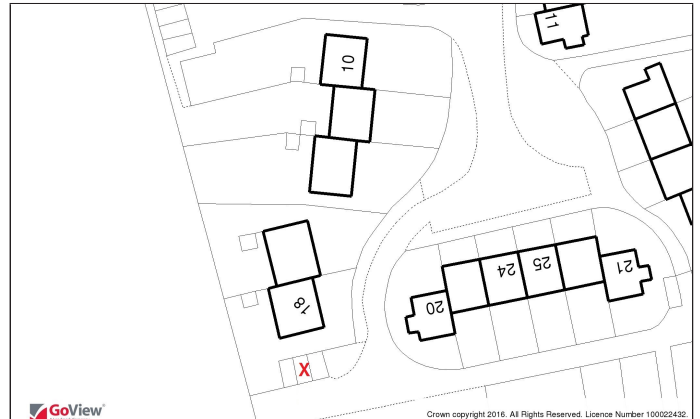
**Solicitors:** Hansells (Attn Mr Bryan Gillery), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

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LOT 8

3 Garages adjacent to 18 Vicarage Close, Potter Heigham,  
Great Yarmouth, Norfolk NR29 5LE  
Guide Price £10,000 - £15,000\*



**General:** A block of three vacant garages of brick construction under an asbestos sheeted roof. The patch of grass to the side of the garages is not included.

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

**Wayleaves, Easements and Rights of Way:** The 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.

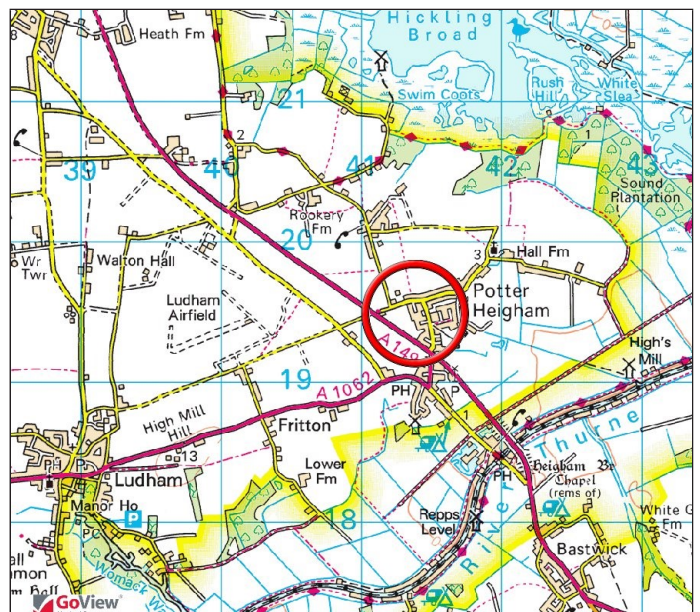
**Location:** Potter Heigham is a popular Broadland village which has a wide range of shopping facilities and lies just off the A149 approximately 10 miles from Wroxham, 5 miles from Stalham and 10 miles from Caister on Sea.

**Directions:** Head away from Potter Heigham towards Great Yarmouth and continue for approximately 5 miles. Turn left into Station Road and at the junction turn left again into School Road. Turn first left into Vicarage Close and the garages will be found almost at the bottom of the road.

**Viewing:** External viewings only during daylight hours.

**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.

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



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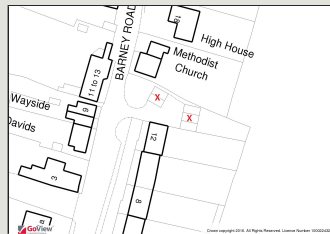
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5 Garages adjacent to 12 Barney Road, Fulmodeston, Fakenham, Norfolk NR21 0AT  
Guide Price £15,000 - £20,000\*

.....  
**LOT 9**  
.....



## INVESTMENT OPPORTUNITY

**General:** Two blocks of garages, one block of 3 and the other of 2, sold as one lot. Three of the garages are vacant and two are let. One garage is let to a Victory Housing tenant who pays £8.15 per week (£423.80 per annum). The other garage is let to a private individual who pays £11.91 plus VAT which equates to £14.29 per week (743.18 per annum). Total current income is £1,166.88, subject to final confirmation.

Both blocks appear to be of brick construction under an asbestos style corrugated roof.

**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:** The 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.

**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.

**Directions:** Head away from Fakenham on the A148 and proceed into Little Snoring. Once in the village, turn right at the crossroads into Kettlestone Road. Proceed through Croxton and into Fulmodeston. At the crossroads turn left into Barney Road and the garages will be found on the right adjacent to no. 12 Barney Road.

**Location:** Fulmodeston is a small North Norfolk village which lies approximately 7 miles east of Fakenham and approximately 9 miles south-west of Holt.

**Viewings:** External viewings only during daylight hours.

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

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LOT 10

8 Garages to the rear of 8 - 10 Vicarage Close, Potter Heigham, Great Yarmouth, Norfolk NR29 5LE  
Guide Price £25,000 - £35,000\*



## INVESTMENT OPPORTUNITY

**General:** Eight garages in two blocks of four, of brick construction under an asbestos sheeted roof. Three garages are let to Victory Housing tenants under licence, each paying £8.15 per week (£24.45 per week in total), equating to £1,271.4 per annum and one garage is let to a private individual under licence at £11.91 plus VAT per week (£14.20 per week), equating to £743.08 per annum, subject to final confirmation. The remaining four garages are vacant.

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

**Wayleaves, Easements and Rights of Way:** The 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 Potter Heigham towards Great Yarmouth and continue for approximately 5 miles. Turn left into Station Road and at the junction turn left again into School Road. Turn first left into Vicarage Close and the garages will be found on the right hand side down the second opening.

**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.



**Viewing:** External viewings only during daylight hours.

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

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16 Garages to the rear of no 32 Green Lane, Pudding Norton, Fakenham, Norfolk NR21 7LT  
Guide Price £25,000 - £35,000\*

LOT 11



**General:** 16 garages in two blocks, one block of 9 and the other of 7, all currently vacant. Both blocks appear to be of concrete sectional construction with brick ends and rear walls under an asbestos style corrugated roof. Repair and improvement is now 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:** The 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, proceed through Hempton and 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 on the right hand side.

**Viewing:** External viewings only during daylight hours.

**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.



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

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LOT 12

13 Garages to the rear of 57 - 65 Lancaster Avenue, Fakenham, Norfolk NR21 8DJ  
Guide Price £30,000 - £40,000\*



## INVESTMENT OPPORTUNITY

**General:** A range of 13 garages of concrete sectional construction under a corrugated asbestos style roof. Five of the garages are vacant and eight are let under licence. Six garages are let to Victory Housing tenants for £8.15 per week each (totalling £48.90 per week/£2,542.80 per annum). Two garages are let under licence to non-Victory Housing tenants, and each of these pay £11.91 plus VAT per week (£28.58 per week/£1,486.16 per annum). The total income for the 8 let garages is therefore £4,028.96, subject to final confirmation. All the garages and doors appear to be in good serviceable order.

**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:** The 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.

**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.

**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 the town centre along the Holt Road and proceed for approximately quarter of a mile. Turn left into Lancaster Avenue. Although the garages are to the rear of 57-65 Lancaster Avenue, access is via Cranmer Court so turn right into Cranmer Court and then right again into the opening where the garages will be found directly in front.



**Viewing:** External viewings only during daylight hours.

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

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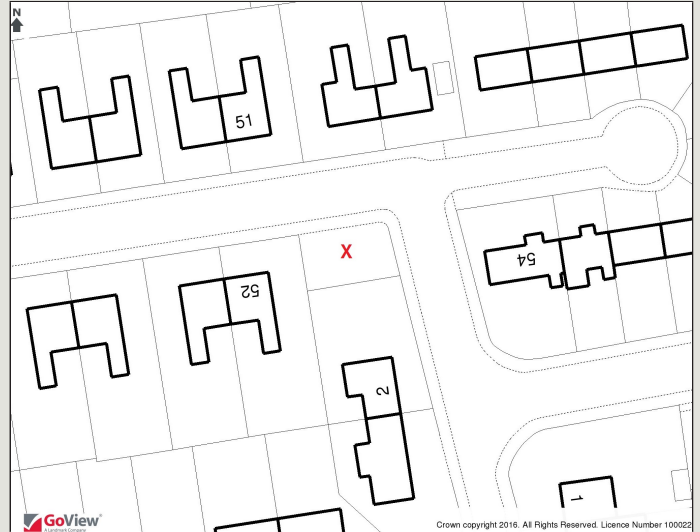
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Land on the corner of Lynewood Road and Links Avenue, Cromer,  
Norfolk NR27 0EE  
Guide Price £3,000 - £5,000\*

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



**General:** Small parcel of land, broadly rectangular in shape, measuring approximately 46ft x 29ft (14.02m x 8.83m) (subject to measured survey). Located on the corner of Lynewood Road and Links Avenue. At present the land is overgrown and requires some attention.

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

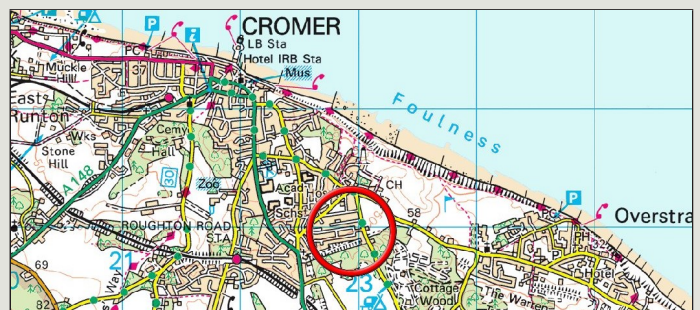
**Location:** The land is located on the fringe of this popular and well served coastal town which has a wide and varied range of amenities.

**Directions:** From Cromer town centre proceed towards Norwich and at the traffic lights turn left onto Overstrand Road. Continue for some distance and bear right onto Northrepps Road. Continue for approximately 400yards, turning third right into Lynewood Road. Proceed up to the junction and turn right. The land will then be found on the left hand side on the corner of Lynewood Road and Links Avenue.

**Viewing:** Any reasonable time during daylight hours.

**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 Victory Housing Trust.

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

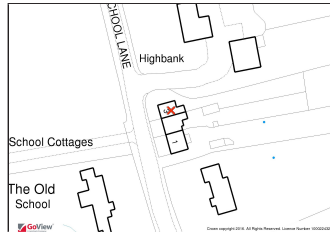
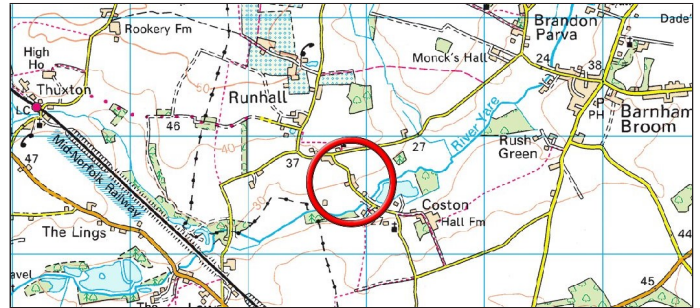


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LOT 14

3 School Cottages, School Lane, Runhall, Norwich,  
Norfolk NR9 4DS  
Guide Price £120,000 - £140,000\*



(Joint Sole Agents)

**General:** A two bedroom end terraced cottage which requires improvement and updating, although solid fuel central heating and double glazing has already been installed. The cottage benefits from a long rear garden and a garage and is located in a rural position with views at the front over open countryside.

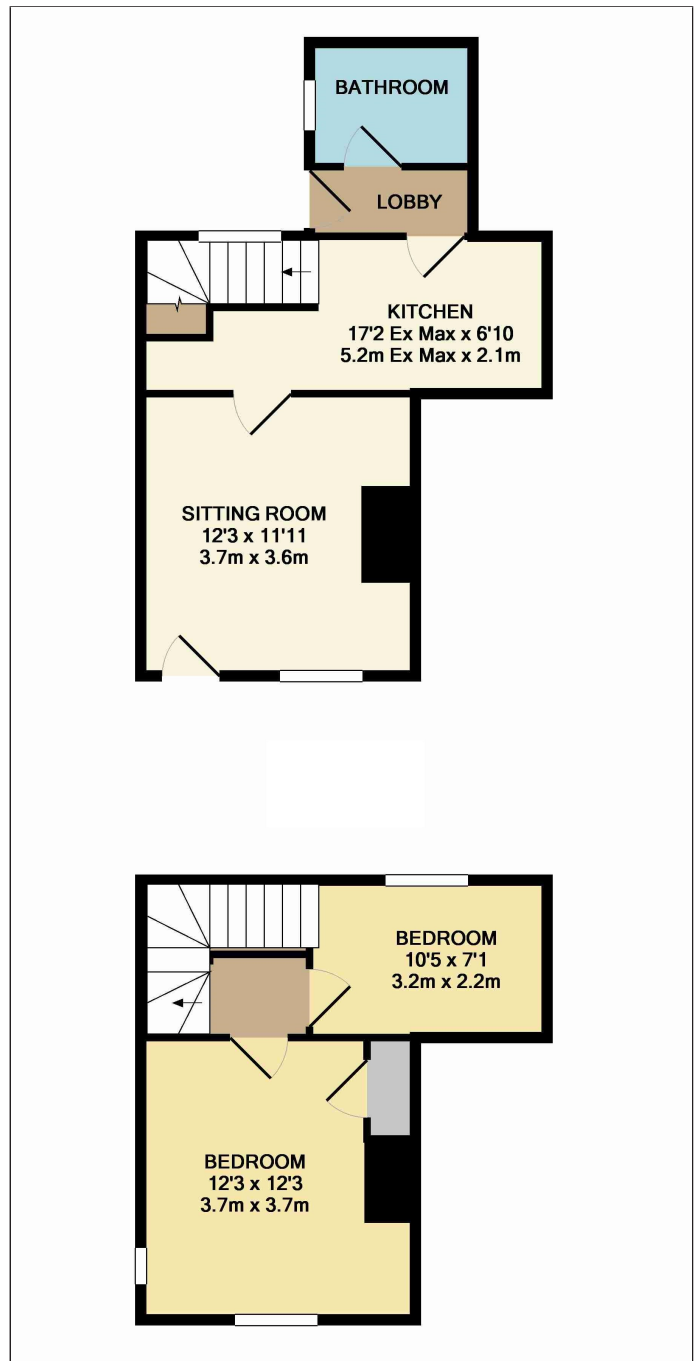
**Location:** Runhall is a small rural hamlet approx. 10 miles from Dereham, 6 miles from Wymondham and 15 miles from Norwich.

**Directions:** Head away from Norwich on the B1108 Watton Road and proceed through Barford. Continue for approximately 3 miles and bear right at the bend into Dark Lane. At the crossroads turn right into Coston Road. This then becomes Church Lane and at the junction which is a triangular piece of grass, bear left, proceed through and leave Coston, passing the Runhall village sign. Continue for a short distance and the property will be found around the right hand bend on the right.

**Energy Rating:** The property has an energy rating of E.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Thursday 10th November and ending on Thursday 8th December.

**Solicitor:** Spire Solicitors (Attn Peter Cook), 5-7 Church Street, Wymondham, NR18 0PP Tel 01953 606351



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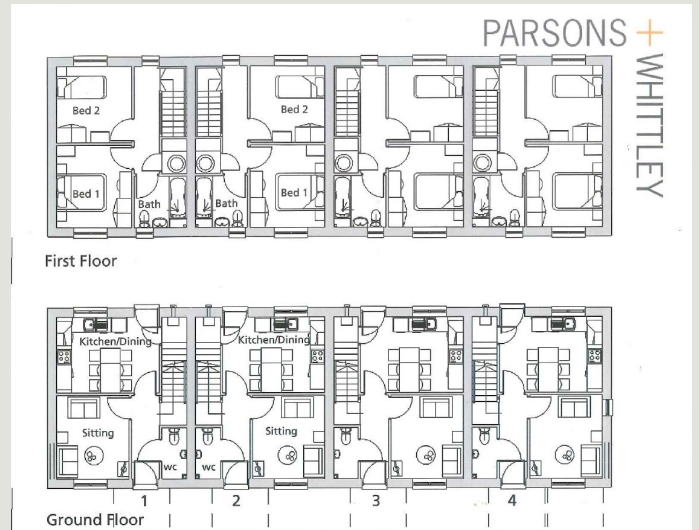
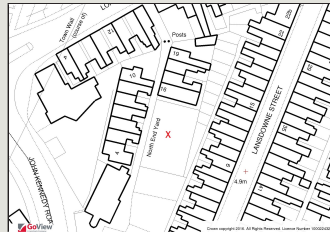


Land at North End Yard, King's Lynn, Norfolk PE30 2AD  
Guide Price £80,000 - £100,000\*

LOT 15



Aerial Perspective



PARSONS + WHITLEY

## DEVELOPMENT OPPORTUNITY

**General:** Full detailed planning consent has been granted for the development of four 2 bedroom terraced houses with the accommodation extending to approximately 68sq.m. per unit. The consent was granted in September 2014 and all documents and details can be found on King's Lynn and West Norfolk's planning website portal by typing in North End Yard when asked to enter a key word within the simple search section.

**Location:** King's Lynn is a popular and well served West Norfolk town and the site is within walking distance of the town centre.

**Directions:** From our offices in Tuesday Market Place, head along the High Street and proceed onto St Nicholas Street. Continue to the right and at the junction turn left into St Anne's Street. At the junction turn right into North Street, turn left onto the main A1078 and turn right into Hexstable Road. The entrance to the site will be found immediately on the left.

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

**Solicitors:** Pelleys (Attn Mr Paul Penney), 12 Market Walk, Saffron Walden, Essex, CB10 1JZ. Tel 01799 514 420



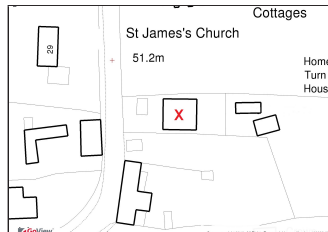
Materials:  
Walls - Red brick  
Roof - Clay interlocking concrete  
Sillings - Coloured softwood  
UPVC windows  
Garden structures - Spaced timber

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LOT 16

The Bungalow, Church Street, Great Ellingham, Attleborough,  
Norfolk NR17 1LE  
Guide Price £210,000 - £230,000



**General:** Modern three bedroom detached bungalow presented in good order throughout. The property benefits from oil fired central heating and sealed unit double glazing and provides a good level of accommodation. The present owner had the bungalow built during the 1980's and some minor improvement, mainly to the bathroom is now required. Carpets and wardrobes where fitted are included.

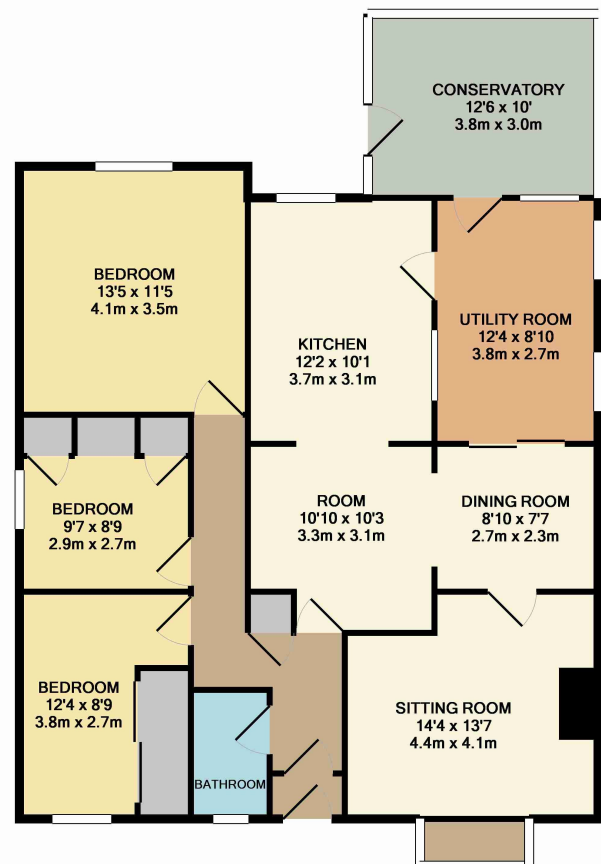
**Location:** Great Ellingham lies approximately 2 miles from the well served town of Attleborough which has a varied range of shopping facilities and lies adjacent to the A11.

**Directions:** Head away from Attleborough on the B1077 and proceed into Great Ellingham. At the crossroads turn left into Church Street and the bungalow will be found on the left just after the church.

**Energy Rating:** The property has a current energy rating of E.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 1.30pm and 2.00pm, commencing on Tuesday 15th November and ending on Thursday 8th December.

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



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East View, Helena Road, Walcott, Norwich, Norfolk NR12 0LX  
Guide Price £30,000 - £50,000\*

.....  
**LOT 17**  
.....



**General:** Former railway carriage which has been converted and extended over the years. The carriage was placed on site probably during the 1920's and was occupied by the same family from the 1960's until 2009 and has been vacant ever since. The accommodation as it is has deteriorated and is not in our opinion habitable and a programme of refurbishment is now required. There are some views of the sea from the upstairs front room.

Outside, there is a decent sized garden which is currently in need of attention. Off road parking to the front of the property.

**Location:** The property is located within the coastal village of Walcott and lies just a short walk from amenities, the beach and the sea.

**Directions:** Head away from Stalham on the B1159 and continue for 4 miles, proceeding into the village of Walcott. Once in the village, continue along the sea front and turn left after the parade of shops into Helena Road. The property will be found after a short distance on the right hand side.

**Energy Rating:** The property has an energy rating of G.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 1.45pm and 2.15pm, commencing on Thursday 10th November and ending on Thursday 8th December.



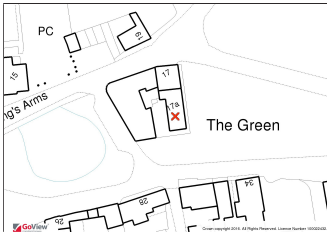
**Solicitors:** Norton Legal (Attn Tracy Guest), Unit 8, Beech Avenue, Taverham, Norwich, NR8 6HW. Tel 01603 864431

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17A The Green, Martham, Great Yarmouth, Norfolk NR29 4PL  
Guide Price £200,000 - £225,000\*

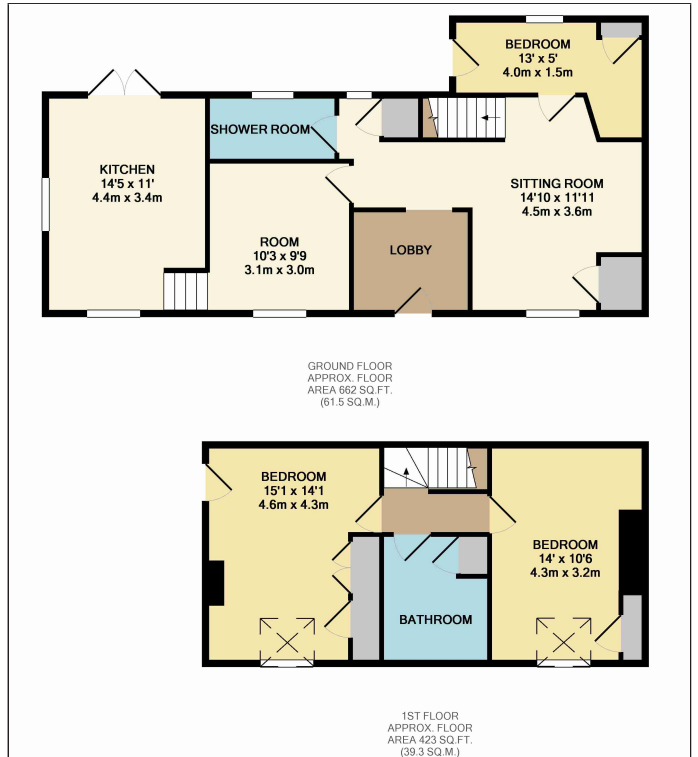


**General:** Grade II Listed semi-detached thatched cottage presented in good decorative order throughout. The property has been let but is now sold vacant. This thatched property does retain some original features such as timbered ceilings but it also benefits from modern day conveniences such as oil fired central heating. The house has been extended in recent years and now includes a modern fitted kitchen.

**Location:** The property is located within the centre of this well served Broadland village which lies just off the A149 approximately 10 miles from Great Yarmouth, 4 miles from Hemsby and 20 miles from Norwich.

**Directions:** Head away from Potter Heigham towards Great Yarmouth and continue for approximately 2 miles. Turn left signposted Winterton 5, Martham 1¼. Proceed into Martham, passing the first green on your right hand side. Continue past the duck pond and turn second right into Hemsby Road. The property will be found on the green on the right hand side.

**Viewing:** Our representative will be at the property on Tuesdays and Thursdays between 12.30pm and 1.00pm, commencing on Thursday 10th November and ending on Thursday 8th December.

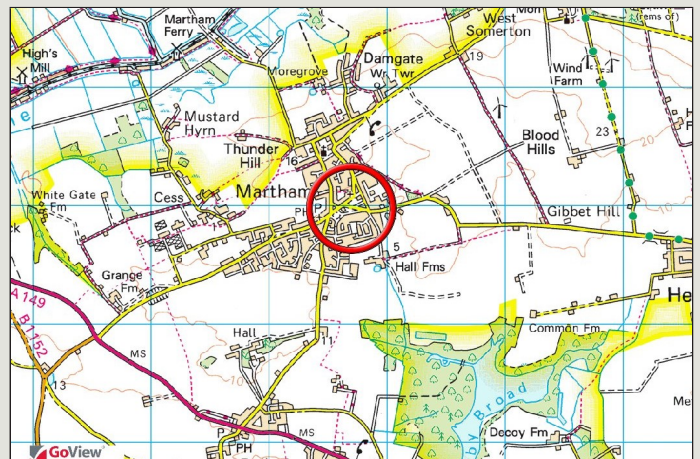


Solicitors: Mills Chody (Attn Mr David Jason), 226-228 Kenton Road, Harrow, Middlesex, HA3 8BZ. Tel 0208 909 0400

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



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LOT 19

28 The Avenues, Norwich, Norfolk NR2 3QR  
Guide Price £225,000 - £250,000\*



**General:** Detached older style property located in popular and sought after area of Norwich. The property has been neglected for many years and requires complete modernisation. Alternatively, due to certain events surrounding this property, redevelopment of the site is also a consideration subject to the necessary consents being obtained. The house sits well within a generous and mature plot.

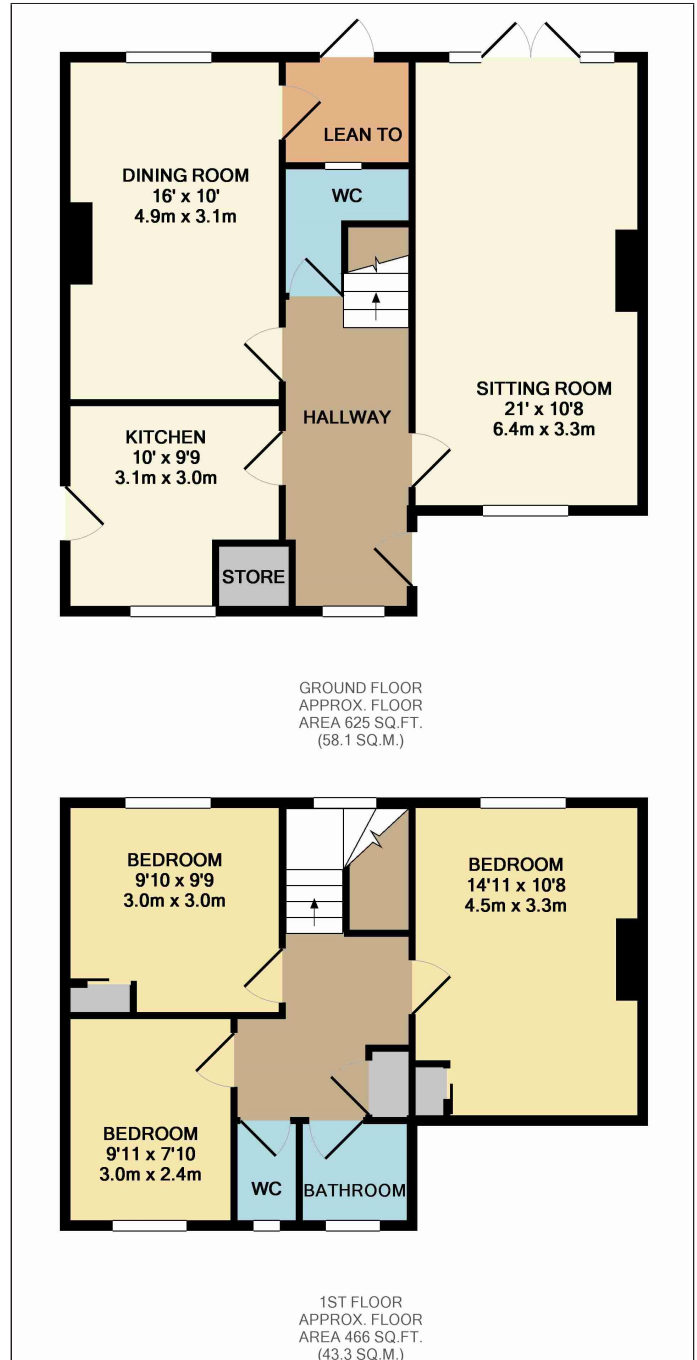
**Agent's Note:** Anybody wishing to view this property please contact the office prior to viewing as we have some important and pertinent information regarding this house.

**Location:** The property is located close to a wide range of amenities and facilities and lies just over a mile from the city centre.

**Directions:** Head away from Norwich on the Unthank Road and turn right into Park Lane. Proceed onto Avenue Road, continue along this road which then becomes The Avenues and the property will be found after a short distance on the left hand side.

**Energy Rating:** The property has an energy rating of G.

**Viewing:** Our representative will be at the property on Wednesdays and Fridays between 12.30pm and 1.00pm, commencing on Friday 11th November and ending on Friday 9th December.



Solicitors: Moon Beever (Attn Mr Daniel Addrison), Bedford House, 21a St John's Street, London, WC1N 2BF. Tel. 0207 400 7770

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# NON-ATTENDING BID OR TELEPHONE BID

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

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE:

**BROWN&CO**  
**AUCTION**

Name: \_\_\_\_\_

Name of Company (if applicable): \_\_\_\_\_

Of (Address): \_\_\_\_\_

Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

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

## PROPERTY AND BID DETAILS

Lot No. \_\_\_\_\_

Property Address: \_\_\_\_\_

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

(amount in words) \_\_\_\_\_

## DEPOSIT

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

OR

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

My cheque of £ \_\_\_\_\_

is made payable to BROWN & CO.

(amount if applicable)

(\*delete as applicable)

## SOLICITORS

My solicitors are: \_\_\_\_\_

Of (Address): \_\_\_\_\_

Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_

Person acting: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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

**BROWN&CO**





# 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 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).
  8. 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.
  9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
  10. 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.
  11. An administration charge will be payable on a successful purchase in the sum of £474 (£395 plus VAT).
  12. 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.
  13. 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.
  14. 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.
  15. 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.

## MISREPRESENTATION ACT 1967

1. 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.
2. The Purchaser shall be deemed to acknowledge he has not entered into a contract in reliance on any of the said statements, and he has satisfied himself as to the contents of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the Vendor or the said Agents in relation to, or in connection with the property.
3. Any error, omission or mis-statement in any of the said statements shall not entitle the Purchaser to rescind or to be discharged from this contract, nor entitle either party to compensation or damages, and not in any circumstances give either party any cause for action.

### BROWN & CO – MORE THAN JUST AUCTIONS

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

### RESIDENTIAL PROPERTY SALES

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

### COMMERCIAL PROPERTY

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

### AGRICULTURAL ADVICE

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

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

### FULL OFFICE LISTING

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



# COMMON AUCTION CONDITIONS (Edition 3)

REPRODUCED WITH THE CONSENT OF RICS

BROWN & CO  
AUCTION

## Glossary

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

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

## Actual completion date

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

## Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

## Agreed completion date

Subject to condition 9.3:

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

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

## Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

## Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

## Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

## Auctioneers

The auctioneers at the auction.

## Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

## Buyer

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

## Catalogue

The catalogue to which the conditions refer including any supplement to it.

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

## Contract date

The date of the auction or, if the lot is not sold at the auction:

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

## Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

## Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

## Price

The price that the buyer agrees to pay for the lot.

## Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

## Sale conditions

The general conditions as varied by any special conditions or addendum.

## Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

## Seller

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

## Special conditions

Those of the sale conditions so headed that relate to the lot.

## Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

## Tenancy schedule

The tenancy schedule (if any) forming part of the special conditions.

## Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT option

An option to tax.

## We (and us and our)

The auctioneers.

## You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## Auction Conduct Conditions

### 1 Introduction

- 1.1 Words in *italics* have special meanings, which are defined in the Glossary.
- 1.2 The *catalogue* is issued only on the basis that you accept these *auction conduct conditions*. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common *Auction conditions*). They can be varied only if We agree.

### 2 Our role

- 2.1 As agents for each *seller* we have authority to
  - (a) prepare the catalogue from information supplied by or on behalf of each *seller*;
  - (b) offer each *lot* for sale;
  - (c) sell each *lot*;
  - (d) receive and hold deposits;
  - (e) sign each *sale memorandum*; and
  - (f) treat a *contract* as repudiated if the *buyer* fails to sign a *sale memorandum* or pay a deposit as required by these *auction conduct conditions*.
- 2.2 Our decision on the conduct of the *auction* is final.
- 2.3 We may cancel the *auction*, or alter the order in which *lots* are offered for sale. We may also combine or divide *lots*. A *lot* may be sold or withdrawn from sale prior to the *auction*.
- 2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### 3 Bidding and reserve prices

- 3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- 3.2 We may refuse to accept a bid. We do not have to explain why.
- 3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- 3.4 Unless stated otherwise each *lot* is subject to a reserve price (which may be fixed just before the *lot* is offered for sale). If no bid equals or exceeds that reserve price the *lot* will be withdrawn from the *auction*.
- 3.5 Where there is a reserve price the *seller* may bid (or ask us or another agent to bid on the *seller's* behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the *seller*.

- 3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the *seller* might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the *seller* may fix the final reserve price just before bidding commences.

## 4 The particulars and other information

- 4.1 We have taken reasonable care to prepare *particulars* that correctly describe each *lot*. The *particulars* are based on information supplied by or on behalf of the *seller*. You need to check that the information in the *particulars* is correct.
- 4.2 If the *special conditions* do not contain a description of the *lot*, or simply refer to the relevant *lot* number, you take the risk that the description contained in the *particulars* is incomplete or inaccurate, as the *particulars* have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- 4.3 The *particulars* and the sale conditions may change prior to the *auction* and it is your responsibility to check that you have the correct versions.
- 4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

## 5 The contract

- 5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition 5 applies to you if you make the successful bid for a *lot*.
- 5.2 You are obliged to buy the *lot* on the terms of the *sale memorandum* at the price you bid plus VAT (if applicable).
- 5.3 You must before leaving the *auction*:
  - (a) provide all information we reasonably need from you to enable us to complete the *sale memorandum* (including proof of your identity if required by us);
  - (b) sign the completed sale *sale memorandum*; and
  - (c) pay the deposit.
- 5.4 If you do not we may either:
  - (a) as agent for the *seller* treat that failure as your repudiation of the *contract* and offer the *lot* for sale again; the *seller* may then have a claim against you for breach of *contract*; or
  - (b) sign the *sale memorandum* on your behalf.
- 5.5 The deposit:
  - (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the *seller*, but otherwise is to be held as stated in the sale conditions; and
  - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra *auction* conduct conditions may state if we accept any other form of payment.
- 5.6 We may retain the *sale memorandum* signed by or on behalf of the *seller* until the deposit has been received in cleared funds.
- 5.7 If the *buyer* does not comply with its obligations under the *contract* then:
  - (a) you are personally liable to buy the *lot* even if you are acting as an agent; and
  - (b) you must indemnify the *seller* in respect of any loss the *seller* incurs as a result of the *buyer's* default.
- 5.8 Where the *buyer* is a company you warrant that the *buyer* is properly constituted and able to buy the *lot*.

## 6 Extra Auction conduct conditions

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

## General Conditions of Sale

Words in *italics* have special meanings, which are defined in the Glossary.

The *general conditions* (including any extra *general conditions*) apply to the *contract* except to the extent that they are varied by *special conditions* or by an *addendum*.

1. The *lot*
  - 1.1 The *lot* (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the *lot* is that referred to in the *sale memorandum*.
  - 1.2 The *lot* is sold subject to any tenancies disclosed by the *special conditions*, but otherwise with vacant possession on completion.
  - 1.3 The *lot* is sold subject to all matters contained or referred to in the *documents*, but excluding any financial charges: these the *seller* must discharge on or before completion.
  - 1.4 The *lot* is also sold subject to such of the following as may affect it, whether they arise before or after the *contract* date and whether or not they are disclosed by the *seller* or are apparent from inspection of the *lot* or from the *documents*:
    - (a) matters registered or capable of registration as local land charges;
    - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
    - (c) notices, orders, demands, proposals and requirements of any competent authority;
    - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
    - (e) rights, easements, quasi-easements, and wayleaves;
    - (f) outgoing and other liabilities;
    - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;



- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.
- 1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- 1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.9 The buyer buys with full knowledge of:
- the documents, whether or not the buyer has read them; and
  - 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:
- any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
  - 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
- 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
  - is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 If a cheque for all or part of the deposit is not cleared on presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- 3. Between contract and completion**
- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- produce to the buyer on request all relevant insurance details;
  - pay the premiums when due;
  - 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;
  - 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;
  - 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
  - (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:
- The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - 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.
  - 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.
  - If title is in the course of registration, title is to consist of certified copies of:
    - the application for registration of title made to the land registry;
    - the documents accompanying that application;
    - evidence that all applicable stamp duty land tax relating to that application has been paid; and
- 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):
- 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
  - 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:
- 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
  - 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:
- direct transfer to the seller's conveyancer's client account; and
  - 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:
- terminate the contract;
  - claim the deposit and any interest on it if held by a stakeholder;
  - forfeit the deposit and any interest on it;
  - resell the lot; and
  - 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:
- terminate the contract; and
  - 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:
- the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - 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:
- use all reasonable endeavours to obtain the licence at the seller's expense; and
- enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- promptly provide references and other relevant information; and
  - 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:
- the buyer is liable to pay interest; and
  - 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:
- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - 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
  - 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:
- so state; or
  - 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:
- 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;
  - 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
  - the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- 13. Rent deposits**
- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

- 13.3 Otherwise the *seller* must on *completion* pay and assign its interest in the rent deposit to the *buyer* under an assignment in which the *buyer* covenants with the *seller* to:
- observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;
  - give notice of assignment to the tenant; and
  - give such direct covenant to the tenant as may be required by the rent deposit deed.
- 14. VAT**
- 14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- 14.2 Where the *special conditions* state that no VAT option has been made the *seller* confirms that none has been made by it or by any company in the same VAT group nor will be prior to *completion*.
- 15. Transfer as a going concern**
- 15.1 Where the *special conditions* so state:
- the *seller* and the *buyer* intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and this condition G15 applies.
- 15.2 The *seller* confirms that the *seller*
- is registered for VAT, either in the *seller's* name or as a member of the same VAT group; and
  - has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before *completion*.
- 15.3 The *buyer* confirms that:
- it is registered for VAT, either in the *buyer's* name or as a member of a VAT group;
  - it has made, or will make before *completion*, a VAT option in relation to the lot and will not revoke it before or within three months after *completion*;
  - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - it is not buying the lot as a nominee for another person.
- 15.4 The *buyer* is to give to the *seller* as early as possible before the agreed *completion* date evidence:
- of the *buyer's* VAT registration;
  - that the *buyer* has made a VAT option; and
  - that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed *completion* date, condition 14.1 applies at *completion*.
- 15.5 The *buyer* confirms that after *completion* the *buyer* intends to:
- retain and manage the lot for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
  - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after *completion*, it is found that the sale of the lot is not a transfer of a going concern then:
- the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  - the *buyer* must within five business days of receipt of the VAT invoice pay to the *seller* the VAT due; and
  - if VAT is payable because the *buyer* has not complied with this condition 15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.
- 16. Capital allowances**
- 16.1 This condition 16 applies where the *special conditions* state that there are capital allowances available in respect of the lot.
- 16.2 The *seller* is promptly to supply to the *buyer* all information reasonably required by the *buyer* in connection with the *buyer's* claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the *special conditions*.
- 16.4 The *seller* and *buyer* agree:
- to make an election on *completion* under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
  - to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. Maintenance agreements**
- 17.1 The *seller* agrees to use reasonable endeavours to transfer to the *buyer*, at the *buyer's* cost, the benefit of the maintenance agreements specified in the *special conditions*.
- 17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the actual *completion* date.
- 18. Landlord and Tenant Act 1987**
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 The *seller* warrants that the *seller* has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- 19. Sale by practitioner**
- 19.1 This condition 19 applies where the sale is by a practitioner either as *seller* or as agent of the *seller*.
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the *seller's* obligations. The transfer is to include a declaration excluding that personal liability.
- 19.4 The lot is sold:
- in its condition at *completion*;
  - for such title as the *seller* may have; and
  - with no title guarantee; and the *buyer* has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
  - the *seller* may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The *buyer* understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the *special conditions* state "There are no employees to which TUPE applies", this is a warranty by the *seller* to this effect.
- 20.2 If the *special conditions* do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- The *seller* must notify the *buyer* of those employees whose contracts of employment will transfer to the *buyer* on *completion* (the "Transferring Employees"). This notification must be given to the *buyer* not less than 14 days before *completion*.
  - The *buyer* confirms that it will comply with its obligations under TUPE and any *special conditions* in respect of the Transferring Employees.
  - The *buyer* and the *seller* acknowledge that pursuant 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.



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