

National Auction Sale

No. 517 – Tuesday 29th January 2013

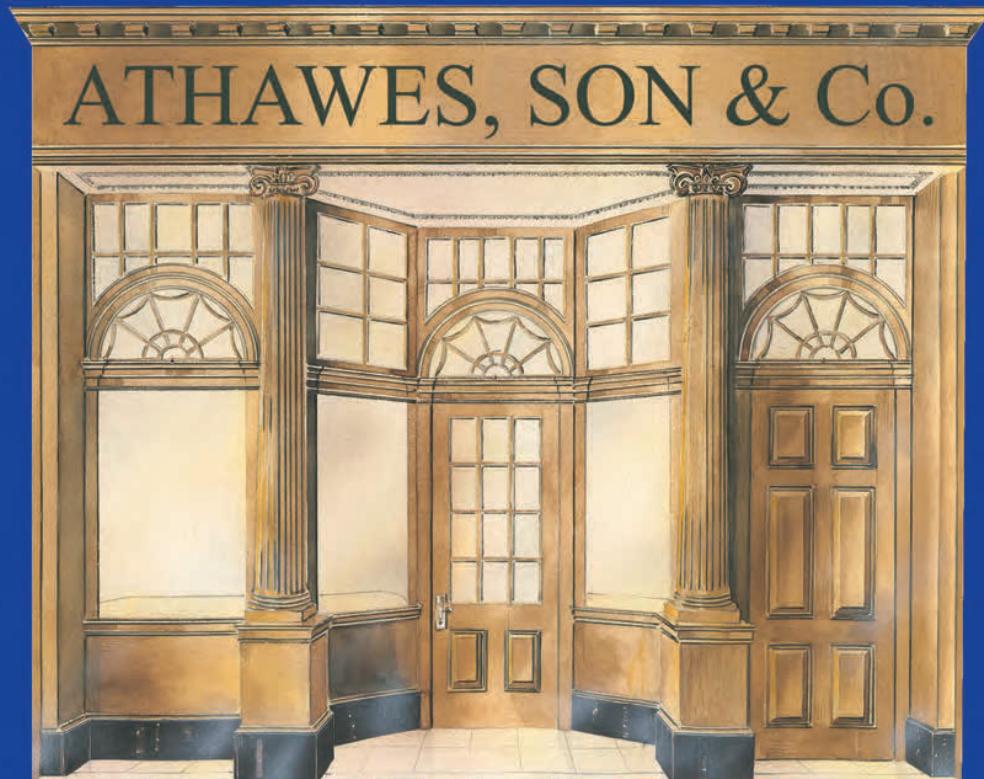
at

The Grand Connaught Rooms,
61-65 Great Queen Street,
Kingsway, London WC2
COMMENCING AT 1.00 PM



Residential & Commercial Property, Land

For Occupation, Investment and Development in:
**Greater London, Middlesex, Kent, East Sussex
Berkshire, Devon, Wales, Derbyshire, Merseyside**



LEGAL DOCUMENTS ARE AVAILABLE ONLINE TO DOWNLOAD FREE OF CHARGE

Athawes
Son & Co

ALPHABETICAL INDEX – INSIDE BACK COVER

Lot No		Page No.
1	15 Wishingtree Close, St. Leonards-on-Sea, East Sussex TN38 9JG	2
2	5 Ivor Court, Gloucester Place, Marylebone NW1 6BJ	2
3	25 Copper Beeches, 6 Witham Road, Isleworth, Middlesex TW7 4AW	3
4	8 Church Street, Brimington, Chesterfield, Derbyshire S43 1JG.....	3
5	13 Hartop Road, Torquay, Devon TQ1 4QH	4
6	267 West End Lane, West Hampstead NW6 1QS	5
7	Land r/o Barclay Court, Seymour Road, Chalvey, Slough, Berkshire SL1 2NY.....	6
8	Land r/o Twyford Abbey Road, Park Royal NW10 7DP	6
9	1380 Uxbridge Road, Hillingdon, Middlesex UB10 0NQ	7
10	Executive House, Central Way, Feltham, Middlesex TW14 0XQ	8
11	Unit 3, The Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ	9
12	237 High Street, Acton W3 9BY	9
13	146 South Ealing Road, Ealing W5 4QJ.....	10
14	93/93a/93b Uxbridge Road, Hanwell W7 3ST	10
15	35 Ellacombe Church Road, Torquay, Devon TQ1 1LJ	11
16	434a Alexandra Avenue, Rayners Lane, Harrow, Middlesex HA2 9TW	11
17	16a Primula Street, East Acton W12 0RE	12
18	Flat 1, 74 Kensington, Liverpool, Merseyside L7 8XB	12
19	Flat C, 164 Camberwell Road, Camberwell SE5 0EE	13
20	10/10a Upper Wickham Lane, Welling, Kent DA16 3HE.....	13
21	Plots A, B & 6-10, r/o 30 High Street, Denbigh, Clwydd LL16 3RY	14
22	Freehold Ground Rents, 358, 368 & 370 Marsh Lane, Bootle, Merseyside L20 9BX	14
23	Third Floor Flat, 6 Horn Lane, Acton W3 6QT	15
24	Second Floor Flat, 6 Horn Lane, Acton W3 6QT	15
25	Freehold Ground Rents, 6 Horn Lane, Acton W3 6QT	15

IMPORTANT NOTICE TO PROSPECTIVE BUYERS

The attention of Buyers is drawn to the requirements of the Money Laundering Regulations 2007 as set out on page 16. Each Successful Buyer will be required to pay to the Auctioneers, Messrs. Athawes, Son & Co., a non-refundable Buyer's Administration Fee of £250 (including VAT), or for the purchase of Ground Rents, a Buyer's Administration Fee of £150 (including VAT).

continued on page 19

By Order of The Official Solicitor, Companies, Trustees, Receivers, Personal Representatives, and Others

PARTICULARS AND CONDITIONS OF SALE OF THE

VACANT SHOPS & UPPER PARTS

Ealing W5–146 South Ealing Road, W5 4QJ
Hanwell W7–93/93a/93b Uxbridge Road,
W7 3ST (two flats sold on long lease)
Welling, Kent–10/10a Upper Wickham Lane,
DA16 3HE (one flat sold on long lease)

FREEHOLD COMMERCIAL UNIT/WAREHOUSE

Feltham, Middlesex–Executive House, Central
Way, TW14 0XQ (INVESTMENT OR
VACANT POSSESSION)

VACANT COMMERCIAL UNIT

Isleworth, Middlesex–Unit 3, The Metro
Centre, St. John's Road, TW7 6NJ

VACANT HOUSES

Chesterfield, Derbyshire–8 Church Street,
Brimington, S43 1JG

St. Leonards-on-Sea, East Sussex–15
Wishingtree Close, TN38 9JG

Torquay, Devon–13 Hartop Road, TQ1 4QH

VACANT FLATS

Camberwell SE5–Flat C, 164 Camberwell
Road, SE5 0EE

Harrow, Middlesex–434a Alexandra Avenue,
Rayners Lane, HA2 9TW

Marylebone NW1–5 Ivor Court, Gloucester
Place, NW1 6BJ

RESIDENTIAL INVESTMENTS

Acton W3–Second & Third Floor Flats, 6 Horn
Lane, W3 6QT
East Acton W12–16a Primula Street, W12 0RE
Isleworth, Middlesex–25 Copper Beeches, 6
Witham Road, TW7 4AW
Liverpool–Flat 1, 74 Kensington, L7 8XB
Torquay, Devon–35 Ellacombe Church Road,
TQ1 1LJ (3 flats)

SHOP INVESTMENTS

Acton W3–237 High Street, W3 9BY
West Hampstead NW6–267 West End Lane,
NW6 1QS

VACANT FORMER CAR SHOWROOM

Hillingdon, Middlesex–1380 Uxbridge Road,
UB10 0NQ (Potential for Residential
Development)

FREEHOLD GROUND RENTS

Acton W3–6 Horn Lane, W3 6QT
Bootle, Merseyside–358, 368 & 370 Marsh
Lane, L20 9BX

VACANT SITES/LAND

Denbigh, Clwydd–Plots A, B & 6-10, r/o 30
High Street, LL16 3RY

Park Royal NW10–Land r/o Twyford Abbey
Road, NW10 7DP

Slough, Berkshire–Land r/o Barclay Court,
Seymour Road, Chalvey, SL1 2NY

Which will be offered for Sale by Public Auction by Messrs.

Athawes

Son & Co

Established 1864

Chartered Surveyors, Auctioneers, Residential & Commercial Estate Agents

AT THE GRAND CONNAUGHT ROOMS

61-65 GREAT QUEEN STREET, LONDON WC2B 5DA
(Off Kingsway by Holborn Underground Station)

Tuesday 29th January 2013 at 1.00 pm

(Unless previously disposed of by Private Treaty)

Auctioneers' Offices

203 HIGH STREET, ACTON, LONDON W3 9DR
(DX 80266 Acton)

Tel: 020 8992 0056/0122 (five lines)
(Fax: 020 8993 0511)

LATE AMENDMENTS TO THIS BROCHURE: www.athawes.co.uk

LOT 1

**15 WISHINGTREE CLOSE, ST. LEONARDS-ON-SEA,
EAST SUSSEX TN38 9JG**



**VACANT FREEHOLD
DETACHED BUNGALOW**

Situated within a cul-de-sac which runs north-west from Ironlatch Avenue, to the north of Crowhurst Road (B2092). St. Leonards **Town Centre**, **Station** and **Sea Front**, where shopping, leisure and transport facilities are to be found, lie to the south. The **A21** trunk road lies to the east. The property, which is currently boarded, requires updating and improvement and comprises:

**FOUR ROOMS, KITCHEN,
BATHROOM/W.C., GARAGE, GARDENS**

arranged as follows:

Entrance Hall. Room (1) (13ft x 12ft 6in). Room (2) (11ft x 10ft 3in). Room (3) (16ft x 12ft). Room (4) (9ft x 8ft). Kitchen (9ft 3in x 8ft). Former Bathroom/W.C.

There is a side **Garage** and former **Off-Street Parking**. **Front and Rear Gardens**.

Offered with

ENTIRE VACANT POSSESSION

(Hastings Borough Council)

Note: Potential for extension/loft conversion, subject to Statutory, etc. consents.

Solicitors: Messrs. Curry Popeck, 380 Kenton Road, Harrow, Middlesex HA3 8DP (Telephone 020 8907 2000).

LOT 2

5 IVOR COURT, GLOUCESTER PLACE, MARYLEBONE NW1 6BJ



**VACANT LONG LEASEHOLD
LOWER GROUND FLOOR
STUDIO FLAT**

Situated on the corner of Gloucester Place (**A41**) and Taunton Place in this most convenient location just west of **Regents Park** and just north of **London Marylebone & Baker Street Stations** and **Marylebone Road (A501)**. The property, which has an **entrance telephone** (no equipment tested), comprises:

**STUDIO ROOM, KITCHEN,
BATHROOM/W.C.**

arranged as follows:

Entrance Hall. Studio Room (16ft 3in x 10ft 3in) with fold down bed. Kitchen (5ft 9in x 4ft 3in). Bathroom/W.C. bath with shower over, wash hand basin, w.c.

Offered with

ENTIRE VACANT POSSESSION

(City of Westminster)

Held on Lease for a term of 150 years from 29 September 1976 (thus having **over 113 years unexpired**) at a current Ground Rent of £50 per annum.

This Lot is Offered in conjunction with Messrs. HOOPERS ESTATE AGENTS, 258 Neasden Lane, Neasden NW10 0AA (Telephone 020 8450 1633).

Solicitors: Messrs. Graff & Redfern, 3a Spring Terrace, Paradise Rd, Richmond, Surrey TW9 1LP (Tel. 020 8909 9298)

**LONG LEASEHOLD
RESIDENTIAL INVESTMENT**

Situated north of Spring Grove Road (B363) and London Road (A315) conveniently situated for Isleworth Station (South West Trains) and Osterley/Hounslow East (Piccadilly Line). The property, which has Gas Fired Central Heating and Double Glazing (no equipment tested), comprises:

**FIRST FLOOR FLAT –
One Bedroom, Kitchen, Living Room,
Bathroom/W.C. & Parking**

Let under the terms of an Assured Shorthold Tenancy Agreement at a current rent of £850 per month.



First floor flat no. 25 only to be sold

Thus, at present producing

Per £10,200 Ann

Held on Lease for a term of 99 years from 25th December 1982 at a current ground rent of 150 per annum.

(London Borough of Hounslow)

This Lot is Offered in conjunction with Messrs. ALEXANDER REED, 1 Odeon Parade, 480 London Road, Isleworth, Middlesex TW7 4DE (Telephone 020 8758 9100).

Solicitors: Messrs. Shergill & Co. 22 Bath Road, Hounslow, Middlesex TW3 3EB (Telephone 020 8570 2323).

VACANT FREEHOLD HOUSE

Situated on the north side of Church Street (A619) close to the centre of Brimington with local shops and amenities including a free car park immediately behind the property. Brimington lies to the north east of Chesterfield and conveniently to the west of the M1 Motorway (Junction 29a). The property, which has Gas Fired Central Heating and Double Glazing, requires some improvement and comprises:

**THREE ROOMS, KITCHEN, BATHROOM/W.C.,
CELLAR, REAR GARDEN & PARKING**

arranged as follows:

FIRST FLOOR: Landing. Front Room (9ft 6in x 7ft 6in) radiator. Rear Room (11ft 9in x 10ft 9in) radiator. Bathroom/W.C. with bath, wash hand basin, W.C.

GROUND FLOOR: Front Room (12ft x 10ft 9in). Kitchen (11ft 9in x 10ft 9in) with sink, fitted wall & base units, door to rear. Cellar.

There is a rear Garden with access to a small car park at the rear.

Offered with

ENTIRE VACANT POSSESSION

(Chesterfield Borough Council)



Solicitors: Messrs. Lamb Brooks, Victoria House, 39 Winchester Street, Basingstoke, Hampshire RG21 7EQ (Telephone 01256 844888).

**VACANT FREEHOLD HOUSE**

Situated to the west of St. Marychurch Road (**A379**) and Torquay Golf Course the property lies on the east side of Hartop Road to the south of the junction with Cambridge Road to the north of the Town Centre & Sea Front. The property, which has **Gas Fired Central Heating** and **Double Glazing** (no equipment tested), comprises:

FIVE ROOMS, KITCHEN, BATHROOM/W.C., LEAN-TO, GARDENS

arranged as follows:

FIRST FLOOR: Landing Area. Front Room (1), Front Room (2), Rear Room, Bathroom/W.C.

GROUND FLOOR: Entrance Hall, Front Room, Rear Room, Kitchen, Lean-To.

There are Front and Rear Gardens.

Offered with

ENTIRE VACANT POSSESSION

(Torbay Council)

Solicitors: Messrs. Paris Smith, 1 London Road, Southampton, Hampshire SO15 2AE (Telephone 023 8048 2482)

***Late Amendments and Additions
to these Particulars and Conditions of Sale,
together with Viewing Times,
Guide Prices and Legal Packs are posted on
our web-site or available from Our Offices:
www.athawes.co.uk***



**203 High Street, London W3 9DR
Telephone 020 8992 0056/0122 (five lines)**

***Thinking of selling your property?
List Open for Next Auction Sale –
March 2013***

FREEHOLD COMMERCIAL & RESIDENTIAL INVESTMENT

Situated on the west side of this well known road (B510) adjacent to **West Hampstead Library** and opposite **Barclays Bank** and **Sainsburys** in this popular area. **West Hampstead Station** (Jubilee Line, London Overground & First Capital Connect) lies only 1/4 mile to the south. The property, which has a frontage of about **21ft 3in**, comprises:

**CAFÉ PREMISES WITH BASEMENT
THREE SELF-CONTAINED FLATS**

arranged as follows:

Upper Parts

FIRST, SECOND & THIRD FLOORS: Three Self-Contained Flats. Let on Lease for a term of 999 years from 4th August 1997 at a Ground Rent of a peppercorn.

Café Premises

GROUND FLOOR: Café (internal width 19ft 3in max; internal depth 47ft 6in) with counter and seating areas. **Rear Office, Staff Kitchenette & W.C.**
TOTAL AREA about 850 sq.ft

BASEMENT: Hall. Customer Toilet. Open Kitchen/Cold Store Area (internal width 17ft 6in max; internal depth 49ft 3in) door to rear, understairs cupboard, storage cupboard.
TOTAL AREA about 795 sq.ft

Let on Effective Full Repairing Lease for a term of 15 years from 31 August 2007 at a current rental of

Per £36,000 Ann

(London Borough of Camden)

Solicitors: Messrs. Bradberrys, 452 Uxbridge Road, Hayes, Middlesex UB4 0SD (Telephone 020 8813 6962).

LOT 7

**LAND R/O BARCLAY COURT, SEYMOUR ROAD, CHALVEY,
SLOUGH, BERKSHIRE SL1 2NY**



VACANT FREEHOLD LAND

Situated east of Tuns Lane (A355) south of Bath Road (A4) north of M4 Motorway (Junction 6). The nearest station is Slough (First Great Western). Conveniently situated for Slough Town Centre with its range of shopping, leisure and transport facilities.

**MAX SITE WIDTH 85FT 6IN (27.25M)
MAX SITE DEPTH 39FT 3IN (12M)**

**TOTAL SITE AREA ABOUT
3,175 SQ.FT (295 SQ.M)**

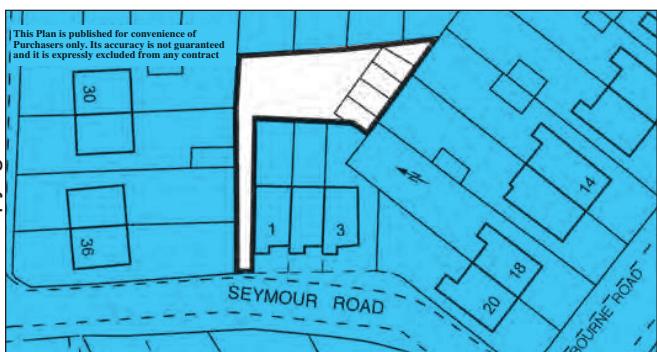
Offered with

ENTIRE VACANT POSSESSION

Note: On 15th April 2011 Slough Borough Council granted planning permission (Ref. P/01558/003) subject to conditions, for Demolition of garages to be replaced with 3 Bedroom Dormer Bungalow. Copy plans and correspondence are available to view, by prior appointment, at the Auctioneers office.

Solicitors: Messrs. Charsley Harrison LLP, Windsor House, Victoria Street, Windsor, Berkshire SL4 1EN (Telephone 01753 851591).

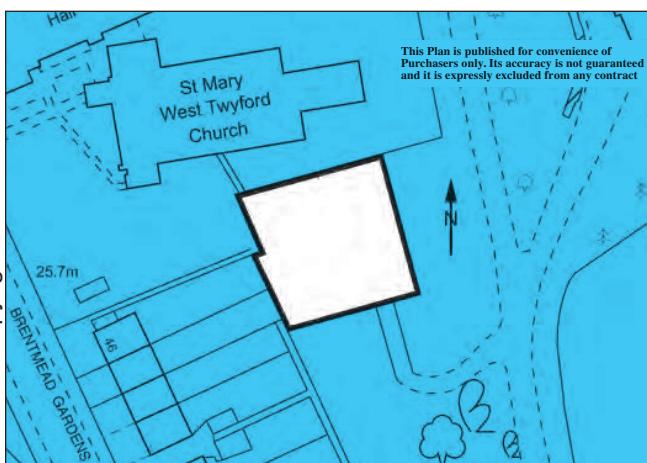
© Crown Copyright ES771929



LOT 8

LAND R/O TWYFORD ABBEY ROAD, PARK ROYAL NW10 7DP

© Crown Copyright ES771929



VACANT FREEHOLD LAND

Situated in a unique setting within the grounds of Twyford Abbey Estate, surrounded by Metropolitan Trust Land, north of Twyford Abbey Road, south of North Circular (A406). The nearest station is Hanger Lane (Central Line Services). Conveniently situated for road links in and out of Central London via the A40.

**MAX SITE WIDTH 85FT (25.9M)
MAX SITE DEPTH 82FT (25M)
TOTAL SITE AREA
0.157 ACRES (634 SQ.M)**

Offered with

ENTIRE VACANT POSSESSION

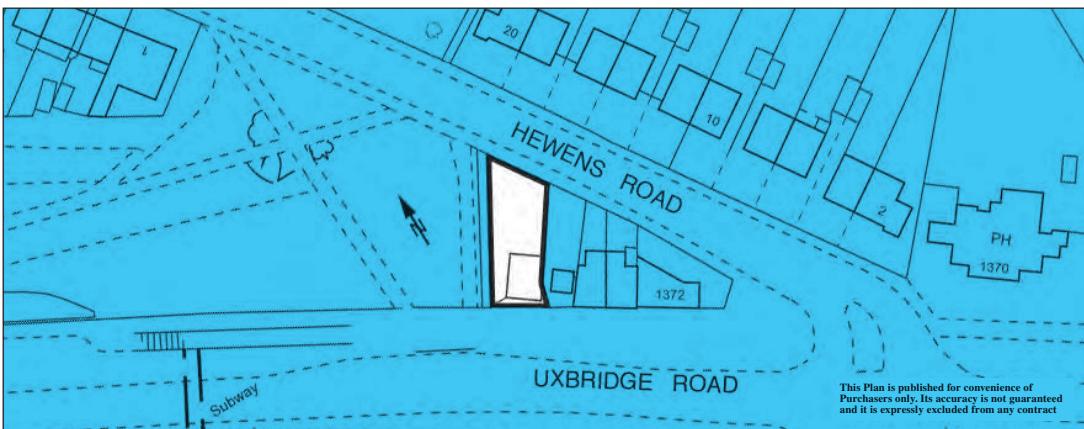
(London Borough of Ealing)

Note (1) The property benefits from a pedestrian & vehicular right of way from Twyford Abbey Road, allowing access to the property.

Note (2) The land may be suitable for a range of purposes including residential redevelopment (Subject to Statutory, etc. Consents).

Solicitors: The Sethi Partnership, The Barn House, 38 Meadow Way, Harrow HA4 8TB (Telephone 020 8866 6464).

VACANT FREEHOLD FORMER CAR SHOWROOM & LAND



© Crown Copyright ES771929

Situated adjoining open space on this well known road (**A4020**) at the junction with **West Drayton Road (B465)**. To the west lies **Hillingdon Hospital** and **Brunel University** and to the south lies **Stockley Park Office Park**. The property benefits from rear access from **Hewens Road**, fronts directly onto **Knights Gardens** and comprises:

VACANT FORMER CAR SHOWROOM AND LAND

arranged as follows:

FORMER CAR SHOWROOM: Internal Width 36ft (11m) maximum; Internal Depth 55ft (17m) maximum.

**MAX SITE WIDTH 32FT (10M)
MAX SITE DEPTH 85FT (26M)**

TOTAL SITE AREA ABOUT 2,500 SQ. FT. (233 SQ.M)

Offered with

ENTIRE VACANT POSSESSION

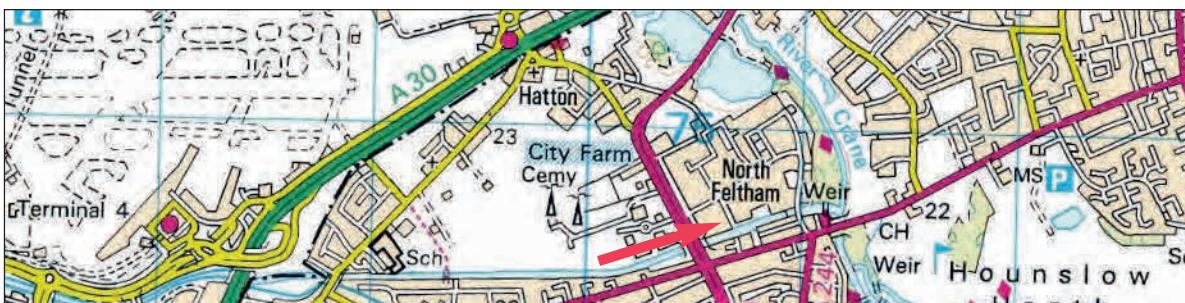
(London Borough of Hillingdon)

Note (1): The property was previously trading as a Car Showroom with an income of £20,000 per annum.

Note (2): Preliminary discussions with the local authority indicate that they do not object to the site being redeveloped as residential units. The site may be suitable for a number of purposes (subject to statutory, etc., consents). Interested parties should make their own enquiries in this regard.

Solicitors: Messrs J R Brown & Co., 8 Station Road, Clevedon, Somerset BS21 6NH (Telephone 01275-879292).

FREEHOLD COMMERCIAL UNIT/WAREHOUSE



© Crown Copyright ES771929

Situated north of Staines Road (A315) east of Faggs Road (A312) and south of Great West Road (A30). The property is conveniently situated for Heathrow Airport, Hatton Cross Station (Piccadilly Line) and the National Motorway Network via M4 (Junction 3), M3 (Junction 1) and M25 (via A30/M4/M3). The property comprises:

**WAREHOUSE PREMISES, MEZZANINE AREA & OFFICES
TOTAL GROUND FLOOR AREA ABOUT 10,000 SQ.FT
TOTAL MEZZANINE FLOOR AREA ABOUT 8,000 SQ. FT**

arranged as follows:

- ZONE (1)** Let on License to 'CFX' at a current rental of £1,380 Per Month.
- ZONE (2)** Let on License to 'My Perfect Pair' at a current rental of £300 Per Month.
- ZONE (3)** Let on License to 'Trimex' at a current rental of £1,700 Per Month.
- ZONE (4)** Let on License to 'Viper Quades' at a current rental of £940 Per Month.
- ZONE (5)** Let on License at a current rental of £3,000 Per Month.
- ZONE (6)** Let on License at a current rental of £430 Per Month.
- ZONE (7)** Let on License at a current rental of £500 Per Month.

Thus, when fully let, producing

Per £99,000 Ann

and in addition **VACANT POSSESSION** is offered of

FIRST FLOOR: Two Offices, Two Separate W.C.'s, Kitchenette & Mezzanine area.

(London Borough of Hounslow)

alternatively available with **ENTIRE VACANT POSSESSION***

***Note:** The sellers will provide full Vacant Possession of the property if required. For full details please contact the Auctioneers.

Solicitors: Messrs Bradberrys, 452 Uxbridge Road, Hayes, Middlesex UB4 0SD (Telephone 020 8813 6962).

**VACANT FREEHOLD
COMMERCIAL PREMISES**

Situated west of **St John's Road (B363)** south of **London Road (A315)**. The nearest station is **Isleworth (South West Trains)**. Conveniently situated for **Hounslow** and **Brentford** with their range of facilities, and offering easy access in and out of **Central London** and to the **National Motorway Network** via **M4 Motorway (Junction 3)**. The property comprises:

**WAREHOUSE, OFFICES, TWO
SEPARATE W.C.'S, KITCHENETTES &
STORE ROOMS**

arranged as follows:



GROUND FLOOR: Entrance Hall, stairs to first floor. **Warehouse** (38ft 9in x 10ft 6in) **Office (1)** (11ft 3in x 16ft 6in) door to **Lean To** (41ft 3in x 8ft 9in). **Office (2)** 11ft x 5ft 3in **Office (3)** (12ft 3in x 11ft) cupboard, **Separate W.C. Kitchenette**.

FIRST FLOOR: Separate W.C. Office (39ft 3in x 23ft 3in) Kitchenette.

Offered with

ENTIRE VACANT POSSESSION

(London Borough of Hounslow)

Solicitors: Messrs Anthony Holden Crofts, Orion Park, Northfield Avenue, Ealing W13 9SJ (Telephone 020 8840 7878).

FREEHOLD SHOP INVESTMENT

Situated on this well known road (**A4020**) in a busy location opposite the junction with The Steyne/Horn Lane (**A4000**) and with a **Bus Stop** outside the shop serving a number of routes. There is convenient road access to the **A40 Western Avenue** to the north, **A406 North Circular** to the west and **A4 Great West Road/M4 Motorway** to the south. The property, which has a frontage of about **23ft 6in**, comprises:

SHOP & UPPER PARTS

arranged as follows

FIRST FLOOR: Four Rooms, Former Kitchenette and Separate W.C. Internal Area about 1,140sq.ft

GROUND FLOOR: Shop and Rear Room with stairs to first floor. Internal Area about 1,460sq.ft.

The entire property is let under the terms of a **FRI Lease** for 15 years from 1st December 2004 at a current rental of

Per £28,000 Ann

(London Borough of Ealing)



Solicitors: TBA

LOT 13

146 SOUTH EALING ROAD, EALING W5 4QJ

Ground floor shop no. 146 only to be sold



VACANT LONG LEASEHOLD GROUND FLOOR SHOP

Situated on this well known road (**B455**) just north of the busy junction with Popes Lane (**B4491**). To the north lies **South Ealing Station (Piccadilly Line)** and beyond, Ealing Broadway. To the south there is convenient access to the Great West Road (**A4**) and the **M4 Motorway**. The property, which has a frontage of about 17ft 6in, comprises:

SHOP, THREE REAR ROOMS, KITCHENETTE, SEPARATE W.C., REAR PARKING SPACE

arranged as follows:

Shop (internal width 16ft 6in; internal depth 28ft 6in). **Rear Room (1)** (14ft x 10ft 3in). **Rear Room (2)** (20ft x 6ft 9in). **Lobby** with **Kitchenette** and **Separate W.C.** with wash hand basin. **Rear Room (3)** (17ft 9in x 14ft) with door to rear.

Total Area about 972sq.ft (90.3sq.m)

Rear Parking Space with access via service road from Temple Road.

Offered with

ENTIRE VACANT POSSESSION

(London Borough of Ealing)

Held on Lease for a term of 199 years from 25th December 1984 (thus having **170 years unexpired**) at a current Ground Rent of **£500 per annum**.

Note: There may be potential for residential conversion of the rear of the shop (subject to Statutory, etc., consents)

This Lot is Offered in conjunction with Messrs. EALING PROPERTIES, 130 Uxbridge Road, Ealing W13 8QS (Telephone 020 8840 6898).

Solicitors: Messrs. Holmes & Hills, Bocking End, Braintree, Essex CM7 9AJ (Telephone 01376 320456).

LOT 14

93/93A/93B UXBRIDGE ROAD, HANWELL W7 3ST



VACANT FREEHOLD SHOP PREMISES (with 2 Self-Contained Flats sold on Long Lease)

The property is situated on the north side of this busy and well known road (**A4020**) opposite Lidl and car park. Various Bus Routes pass the door and the nearest station is **Hanwell (First Great Western)**. The shop has **CCTV**, **alarm**, **security shutters** and **canopy** (no equipment tested), has a frontage of about 15ft and comprises:

LOCK-UP SHOP AND 2 SELF-CONTAINED FLATS

arranged as follows:

FIRST FLOOR FLAT (93A): Let on lease for a term of 125 years from 15 August 2005 at a current Ground Rent of **£150 per annum**.

GROUND FLOOR REAR FLAT (93B): Let on lease for a term of 125 years from 15 August 2005 at a current Ground Rent of **£100 per annum**.

And in addition

VACANT POSSESSION

Is Offered of

GROUND FLOOR SHOP: Shop (29ft 6in x 12ft). **Lobby** with Office Area, Kitchenette and **Storage Cupboard** access to shared enclosed yard area. Separate W.C. with wash hand basin **Total Area about 412 sq.ft (38.3 sq.m)**

(London Borough of Ealing)

Note: We understand that the Seller intends to leave the majority of the fittings in the shop, to be included in the sale.

Solicitors: Messrs. Elliots Bond & Banbury, 53 The Broadway, Ealing W5 5JT (Telephone 020 8567 0176).

FREEHOLD RESIDENTIAL INVESTMENT

Situated on the south side of the road between the junctions with Alexandra Road and Hoxton Road, in the vicinity of Christ Church Ellacombe. **Torquay Town Centre** with its range of shopping, leisure and transport facilities and **Harbour** lie about 1 mile to the south. The property comprises

THREE SELF CONTAINED FLATS

arranged as follows:

FIRST FLOOR FLAT: Three Rooms, Kitchen, Shower Room/W.C.

Let under the terms of an **Assured Shorthold** Tenancy Agreement for 6 months from 28th April 2012 at a rental of **£450 per month** (tenant holding over).

GROUND FLOOR FLAT: Two Rooms, Kitchen, Shower Room/W.C.

Let under the terms of an **Assured Shorthold** Tenancy Agreement for 6 months from 7th September 2012 at a current rental of **£450 per month**.

LOWER GROUND FLOOR FLAT: Let on Lease for a term of 999 years from 5th February 1988 at a Ground Rent of **£40 per annum**. (rear access from Orchard Road).

Thus, at present producing

Per £10,840 Ann

(Torbay Council)



Rear elevation from Orchard Road

Solicitors: Messrs. Lamb Brooks, Victoria House, 39 Winchester Street, Basingstoke, Hampshire RG21 7EQ (Telephone 01256 844888).

434A ALEXANDRA AVENUE, HARROW HA2 9TW

VACANT LONG LEASEHOLD FIRST FLOOR FLAT

Situated on the east side of Alexandra Avenue (**A4090**) just south of Imperial Drive/Rayners Lane and Rayners Lane Station (**Metropolitan & Piccadilly Lines**). Harrow-on-the-Hill and Town Centre lie conveniently to the east. The property, which has **Gas Fired Central Heating** and **Double Glazing** comprises:

THREE ROOMS, KITCHEN, BATHROOM, SEPARATE W.C. & CLOAKROOM

arranged as follows:

FIRST FLOOR: Entrance Hall, cloakroom. **Room (1)** (12ft 3in max x 5ft 8in max) radiator. **Room (2)** 14ft 9in x 9ft 9in fireplace, radiator. **Room (3)** (11ft 3in max x 8ft 9in max) radiator. **Bathroom**, wash hand basin. **Separate W.C.** Kitchen, range of eye and base level units, sink.

Offered with

ENTIRE VACANT POSSESSION

(London Borough of Harrow)

Held on Lease for a term of 125 years from 25th December 1980 (thus having **over 92 years unexpired**) at a Ground Rent of £10 per annum.



First floor flat no. 434a only to be sold

This Lot is Offered in conjunction with Messrs. **MAPLE ESTATE AGENTS**, 68 Station Road, Harrow, Middlesex HA1 2SQ (Telephone 020 8427 9772).

Solicitors: Messrs. GPT Law, 799 Harrow Road, Wembley, Middlesex HA0 2LR (Telephone 020 8904 6495).

LOT 17

16A PRIMULA STREET, SHEPHERDS BUSH W12 0RE



FREEHOLD RESIDENTIAL INVESTMENT

Situated north of Westway (A40), east of Old Oak Common Lane. Conveniently situated for **Hammersmith Hospital** and **East Acton Station (Central Line)**. The property, which has **Gas Fired Central Heating** and **Double Glazing** (no equipment tested), comprises:

**END TERRACED HOUSE –
Two Bedrooms, Living Room, Kitchen,
Bathroom/W.C. & Garden**

Let under the terms of an **Assured Shorthold Tenancy** at a current rent of **£1,200 per month**.

Thus, at present producing

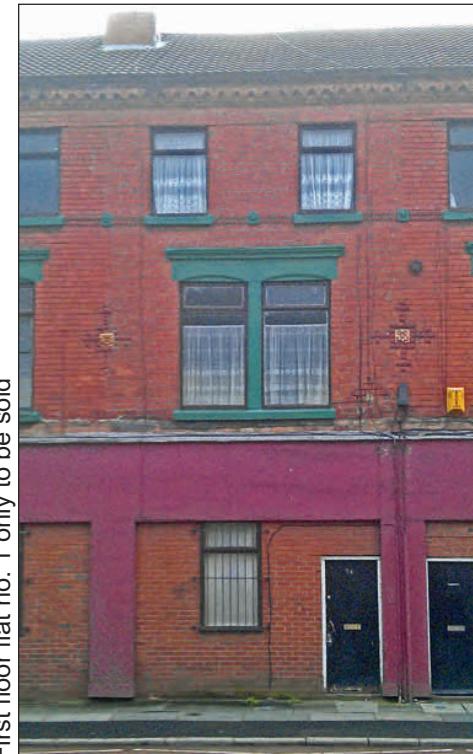
Per £14,400 Ann

(London Borough of Hammersmith & Fulham)

Solicitors: Messrs. David Durn & Co., Jespen House 53/61 High Street, Ruislip, Middlesex HA4 7BD
(Telephone 01895 612400).

LOT 18

FLAT 1, 74 KENSINGTON, LIVERPOOL L7 8XB



VIRTUAL FREEHOLD RESIDENTIAL INVESTMENT

Situated on **Kensington**, at the junction with **Albany Road**, east of **Low Hill (A580)**. Royal Liverpool Hospital lies to the west. The nearest station is **Liverpool Lime Street (East Midlands Train Services)**. Nearby transport links include the **M62 Motorway** lying to the east. Shopping amenities can be found locally along **Kensington** with further amenities being found in **Liverpool City Centre**. The property comprises:

**FIRST FLOOR FLAT –
Bedroom, Reception Room, Kitchen,
Bathroom/WC & Shared Courtyard**

Let under the terms of an **Assured Shorthold Tenancy Agreement** for a term of 12 months from 1st September 2012 at a current rental of **£93 per week**.

Thus, at present producing

Per £4,836 Ann

(Liverpool City Council)

Held on lease for a term of 938 years from 1st January 2007 (**thus having over 932 years unexpired**) at a current Ground Rent of £150 per annum.

Note: The Auctioneers have been unable to inspect the property, and details have been provided by the seller.

Solicitors: TBA.

VACANT LONG LEASEHOLD THIRD FLOOR FLAT

Situated on this well known road (**A215**) north of **Camberwell New Road (A202)**, and east of **Kennington Park Road (A3)**. The nearest station is **Oval (Northern Line)**. Conveniently situated for **Addington Square** and **Burgess Park**. The property, which has an **Entryphone System** and some **Double Glazing** (no equipment tested) comprises:

**TWO ROOMS, KITCHEN,
BATHROOM/W.C.**

THIRD FLOOR: **Entrance Hall**, entryphone, loft access, walk in cupboard. **Front Room** (12ft 6in x 12ft). **Rear Room** (11ft 6in x 10ft 3in) door to rear fire escape, built in wardrobe. **Kitchen** (9ft 9in x 6ft 9in max) sink, range of eye and base level units, oven and hob with hood over. **Bathroom/W.C.** wash hand basin.

Offered with

ENTIRE VACANT POSSESSION

(London Borough of Southwark)



Third floor flat C only to be sold

Held on lease for a term of 99 years from 24th June 1985 (thus having over 71 years unexpired) at a current Ground Rent of £50 per annum.

Solicitors: Messrs Palmers, 89-91 Clarence Street, Kingston Upon Thames KT1 1QY (Telephone 0208 5497444)

VACANT FREEHOLD SHOP PREMISES (with Self-Contained Flat sold on Long Lease)

The property is situated on the west side of Upper Wickham Lane (**A209**) just north of the junction with Bellegrave Road (**A207**). The nearest station is **Welling (Southeastern)**. Convenient for the **A2** and transport links into **Central London**. The property lies next door to **Superdrug** and in the same parade as **Wimpy**, has a frontage of about **14ft 6in** and comprises:

LOCK-UP SHOP AND SELF-CONTAINED FLAT

arranged as follows:

FIRST FLOOR FLAT: Bedroom, Living Room, Kitchen, Bathroom/W.C.
Let on lease for a term of 99 years from 26 August 2004 at a current Ground Rent of £50 per annum.

And in addition

VACANT POSSESSION

Is Offered of

GROUND FLOOR SHOP: **Shop** (22ft x 13ft 6in) **Rear Area** (9ft 3in x 8ft 6in max). **Rear Room** (8ft 5in x 8ft) door to rear. **Total Area** about 440 sq.ft (40.9 sq.m)



(London Borough of Bexley)

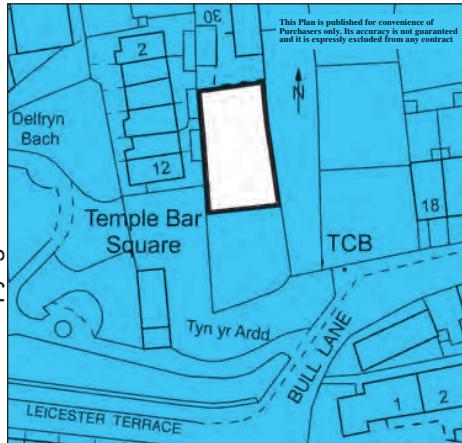
Solicitors: Messrs. Swan & Dale, 2 Gladstone Cottages, Wimborne Avenue UB2 4HD (Telephone 020 8893 6888).

Lots 21 & 22 will be offered as one Lot.

TO BE OFFERED WITHOUT RESERVE

LOT 21 PLOTS A, B & 6-10 R/O 30 HIGH STREET, DENBIGH, CLWYD LL16 3RY

© Crown Copyright ES771929



VACANT FREEHOLD PARCELS OF LAND

Situated south of Vale Street (A543) west of Ruthin Road (A543) approximately 10 miles from Rhyl and Mold with their range of facilities. The property comprises:

**MAX SITE WIDTH 41 FT (12.5M)
MAX SITE DEPTH 72 FT (21.9 M)
TOTAL SITE AREA 2,800 SQ. FT. (260 SQ. M.)**

Offered with

ENTIRE VACANT POSSESSION

(Denbighshire County Council)

LOT 22 358, 368 & 370 MARSH LANE, BOOTLE, MERSEYSIDE L20 9BX

nos. 368 & 370



FREEHOLD GROUND RENTS

Situated south of Linacre Lane (A566) west of Southport Road (A5038). The nearest station is Bootle New Strand (Merseyrail). Conveniently situated for local amenities. The property comprises:

THREE TERRACED PROPERTIES

Each Let on Lease for a term of 999 years from 25th March 1900 at a total current ground rent of

Per £20.50 Ann

(Sefton Metropolitan Borough Council)

Solicitors: Messrs. 174 Law Solicitors, 68 Whetstone Lane, Birkenhead, Wirral CH41 2TF (Telephone 0151 647 7372).

***Thinking of selling your property?
We are now accepting properties for our***



Instructions from Joint Auctioneers welcome

**Ring our Auction Division
Telephone: 020 8992 0056/0122
(five lines)**

LONG LEASEHOLD RESIDENTIAL INVESTMENT

Situated within the Acton Town Centre Conservation Area in this well-known thoroughfare (**A4000**), north of The Vale (**A4020**) and **Acton High Street** with its range of shopping and transport facilities. The nearest stations are **Acton Central (London Overground)** and **Acton Town (District and Piccadilly lines)**. The property, which has **Gas Central Heating** and **double glazing** (no equipment tested), comprises:

THIRD FLOOR SELF CONTAINED FLAT–
Bedroom Living Room/Kitchen,
Shower Room/W.C.

Let under the terms of an **Assured Shorthold Tenancy Agreement** at a rental of **£960.01 per month**

Thus at present producing

Per £11,520.12 Ann

(London Borough of Ealing)

Held on Lease for a term of 125 years from 29th September 2010.

**LONG LEASEHOLD RESIDENTIAL INVESTMENT**

Situated within the same building as the previous lot, the property, which has **Gas Central Heating** and **double glazing** (no equipment tested), comprises:

(Currently Arranged as 2 Flats) –
Three Rooms, Studio Room, Kitchen/Reception Room,
Separate Kitchen, Two Shower Room/W.C.'s

Let under the terms of two separate **Assured Shorthold Tenancy Agreement** for 6 months from July 2012 at a current total rental of

Per £22,200 Ann

(London Borough of Ealing)

Held on Lease for a term of 125 years from 29th September 2010.

FREEHOLD GROUND RENTS: £1,500 Per Annum, rising

The property is the building within which the two previous lots are situated and comprises:

TWO SHOPS AND FOUR FLATS

Each unit is leased for a term of 125 years from 29th September 2010 at ground rents as follows:

Basement: £250 per annum; **Ground Floor Shop:** £200 per annum; **Ground Floor Rear:** £150 per annum; **First Floor:** £350 per annum; **Second Floor:** £350 per annum; **Third Floor:** £250 per annum.

Each Ground Rent is rising.

(London Borough of Ealing)



Chartered Surveyors and Auctioneers Established 1864

Proof of Identity

Anti-Money Laundering Regulations 2003 and 2007 affect both estate agents and auctioneers. Athawes, Son & Co. are now **legally required** to confirm the identity of auction clients and bidders/buyers.

In order to comply with these Regulations, all successful bidders/buyers **must** provide Athawes, Son & Co.'s auction team with **(i)** proof of identity and **(ii)** proof of a current residential address.

One document from **each** of the following two lists should be presented to Athawes, Son & Co. by successful bidders/buyers, and the auctioneers are required to take photocopies of these documents for this Statutory Purpose:

Identity Documents: •Current full UK Driving Licence** (Provisional Driving Licence will NOT be accepted), •Current signed passport, •Resident Permit issued by the Home Office to EU Nationals, •Inland Revenue Tax Notification, •Firearms Certificate.

May be used to evidence identity or address, **but not both.

Evidence of Address: •Current full UK Driving Licence** (Provisional Driving Licence will NOT be accepted), •A utility bill issued within the last three months (NOT a mobile phone bill), •Council Tax Bill (valid for the current year), •Bank, Building Society or Credit Union statement containing a current address, •The most recent original mortgage statement from a UK lender.

Note

- If a bidder is acting on behalf of another party, they will be required to provide the documents detailed above for both themselves and the actual buyer, as well as provide a valid letter of authority from the buyer authorising them to bid on their behalf.
- If a bidder is acting on behalf of a company, the above documents will still be required along with written authority from the company.

Payment of the Auction Deposit to Athawes, Son & Co., shall be made by Banker's Draft or a cheque drawn on a United Kingdom Clearing Bank, **no cash** will be accepted.

Full EPC's for each applicable Lot will be available within the Legal Pack – see www.athawes.co.uk

ENERGY PERFORMANCE CERTIFICATES

Energy Performance Certificate

Flat 5 Four Court, Gloucester Place, LONDON, NW1 8SJ

Dwelling type: Basement flat Reference number: 8030-6509-1229-5376-6023
Date of assessment: 30 October 2012 Date of certificate: 30 October 2012 Total floor area: 27 m²

Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient.
- Find out how you can save energy and money by installing improvement measures.

Estimated energy costs of dwelling for 3 years:	£1,095
Over 3 years you could save:	£246

Estimated energy costs of this home

Current costs	Potential costs	Potential future savings
Lighting £84 over 3 years	£84 over 3 years	You could save £246 over 3 years
Heating £759 over 3 years	£643 over 3 years	
Hot Water £22 over 3 years	£22 over 3 years	
Total £865 over 3 years	£648	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances like TVs, computers and cookers, and any electricity generated by microgeneration.

Energy Efficiency Rating

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be.
The potential rating shows the effect of undertaking the recommendations on page 3.
The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

Top actions you can take to save money and make your home more efficient:

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1. Floor insulation	£800 - £1,200	£37	Yes
2. Draught proofing	£80 - £120	£22	Yes
3. Low energy lighting for all fixed outlets	£10 - £120	£24	Yes

See page 3 for a full list of recommended measures for this property.

This certificate shows the energy rating of this dwelling. It indicates the energy efficiency of the dwelling fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

To find out more about the recommended measures and actions you could take to save money, visit www.energysavingtrust.org.uk or call 0800 123 1234 (standard national rate). When the Green Deal launches, it will offer you finance and support to help you to put in the recommended measures.

LOT 2

Energy Performance Certificate

Floor 25 Copper Beeches, 6, Wilton Road, GLEWESWORTH, TWF 4AW

Dwelling type: Mid-Rise Flat Date of assessment: 10 June 2010 Date of certificate: 10 June 2010 Reference number: 8030-6509-1229-5376-6023 Type of assessment: R6/SAP, existing dwelling Total floor area: 42 m²

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills are likely to be.

Environment Impact (CO₂) Rating

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

England & Wales

The energy efficiency rating is a measure of the overall impact of a home on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Grid Supplied Electricity Building environment: Heating and Natural Ventilation Total useful floor area (m²): 42 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 135.92

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 3

Energy Performance Certificate

267 West End Lane, LONDON, NW1 2PS

Dwelling type: Non-Domestic Building Date of assessment: 26 July 2010 Date of certificate: 26 July 2010 Reference number: 0210-7023-0372-2130-2050

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

Energy Performance Asset Rating

The figure for this building is its energy saving recommendation logo after buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendation report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

England & Wales

The energy efficiency rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Grid Supplied Electricity Building environment: Heating and Natural Ventilation Total useful floor area (m²): 162 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 135.92

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 6

Energy Performance Certificate

Dutch Flower Co Ltd, Unit 3, St. John's Road, The Metro Centre, HEATHROW, TW7 6NU

Certificate Reference Number: 0640-0032-6329-9000-3092

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

Energy Performance Asset Rating

The figure for this building is its energy saving recommendation logo after buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendation report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

England & Wales

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills are likely to be.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Natural Gas Building environment: Heating and Natural Ventilation Total useful floor area (m²): 168 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 53.48

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 11

Energy Performance Certificate

146, South Ealing Road, LONDON, W5 4JQ

Certificate Reference Number: 0250-2726-0372-8400-9000

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

Energy Performance Asset Rating

The figure for this building is its energy saving recommendation logo after buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendation report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

England & Wales

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills are likely to be.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Natural Gas Building environment: Heating and Natural Ventilation Total useful floor area (m²): 163 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 132.51

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 12

Energy Performance Certificate

Best One, 233 Alexandra Avenue, HA2 0TW

Certificate Reference Number: 0240-1905-0312-2570-0060

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

Energy Performance Asset Rating

The figure for this building is its energy saving recommendation logo after buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendation report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

England & Wales

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills are likely to be.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Natural Gas Building environment: Heating and Natural Ventilation Total useful floor area (m²): 40 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 174.96

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 13

Energy Performance Certificate

Top Flat, 35, Elstree Church Road, TORQUAY, TQ1 1LJ

Dwelling type: Mid-floor flat Reference number: 9178-1053-7263-0105-1974
Date of assessment: 13 July 2012 Date of certificate: 14 July 2012 Total floor area: 48 m²

Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient.
- Find out how you can save energy and money by installing improvement measures.

Estimated energy costs of dwelling for 3 years:	£1,683
Over 3 years you could save:	£897

Estimated energy costs of this home

Current costs	Potential costs	Potential future savings
Lighting £141 over 3 years	£87 over 3 years	You could save £807 over 3 years
Heating £156 over 3 years	£80 over 3 years	
Hot Water £27 over 3 years	£20 over 3 years	
Total £344 over 3 years	£287	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances like TVs, computers and cookers, and any electricity generated by microgeneration.

Energy Efficiency Rating

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be.
The potential rating shows the effect of undertaking the recommendations on page 3.
The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

Top actions you can take to save money and make your home more efficient:

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1. Internal or external wall insulation	£4,000 - £14,000	£519	Yes
2. Low energy lighting for all fixed outlets	£10	£30	Yes
3. Change heating to gas condensing boiler	£3,000 - £7,000	£249	Yes

To find out more about the recommended measures and other actions you could take to save money, visit www.energysavingtrust.org.uk or call 0800 123 1234 (standard national rate). When the Green Deal launches, it will offer you finance and support to help you to put in the recommended measures.

LOT 14

Energy Performance Certificate

43a, Alexandra Avenue, HA2 0TW

Dwelling type: Mid-Rise Flat Date of assessment: 22 November 2011 Date of certificate: 22 November 2011 Reference number: 8030-6509-1229-5376-2061 Type of assessment: R6/SAP, existing dwelling Total floor area: 42 m²

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills are likely to be.

Environmental Impact (CO₂) Rating

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

England & Wales

The energy efficiency rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 915 kWh/m ² per year	468 kWh/m ² per year
Carbon dioxide emissions 4.3 tonnes per year	2.0 tonnes per year
Lighting £41 per year	£21 per year
Heating £545 per year	£259 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Grid Supplied Electricity Building environment: Heating and Natural Ventilation Total useful floor area (m²): 42 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 534.06

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

LOT 14

Energy Performance Certificate

267 West End Lane, LONDON, NW1 2PS

Dwelling type: Non-Domestic Building Date of assessment: 26 July 2010 Date of certificate: 26 July 2010 Reference number: 0210-7023-0372-2130-2050

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/green.

Energy Performance Asset Rating

The figure for this building is its energy saving recommendation logo after buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendation report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

England & Wales

The energy efficiency rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

Current	Potential
Energy use 267 kWh/m ² per year	184 kWh/m ² per year
Carbon dioxide emissions 1.8 tonnes per year	1.2 tonnes per year
Lighting £22 per year	£22 per year
Heating £554 per year	£685 per year
Hot water £116 per year	£116 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. The figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel and carbon emissions in exactly the same way. Fuel costs and carbon emissions are affected by factors such as the weather, TV, fridge etc., nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will apply.

Technical Information

Main heating fuel: Grid Supplied Electricity Building environment: Heating and Natural Ventilation Total useful floor area (m²): 162 Building complexity (NOS level): 3 Building emission rate (kgCO₂/m²): 135.92

Benchmarks

Buildings similar to this one could have ratings as follows:

A+ 0-25	A 26-50	B 51-75	C 76-100	D 101-125	E 126-150	F 151-175	G Over 175
---------	---------	---------	----------	-----------	-----------	-----------	------------

If newly built If typical of the existing stock

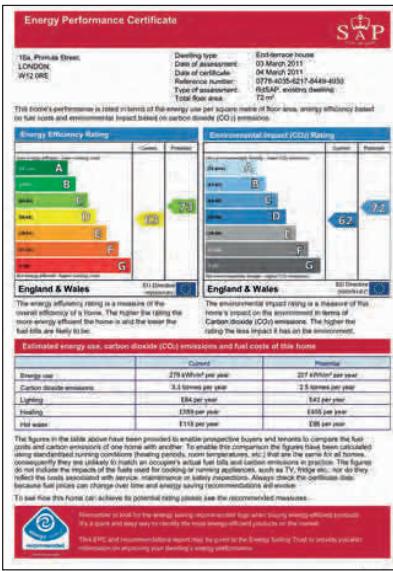
Green Deal Information

The Green Deal will be available from later this year. To find out more about how the Green Deal can make your property cheaper to run, please call 0800 123 1234.

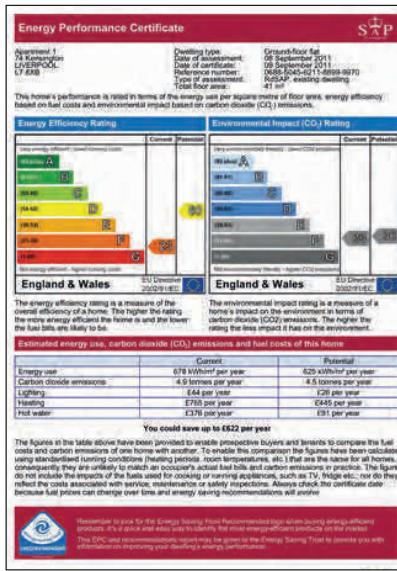
LOT 15

Full EPC's for each applicable Lot will be available within the Legal Pack – see www.athawes.co.uk

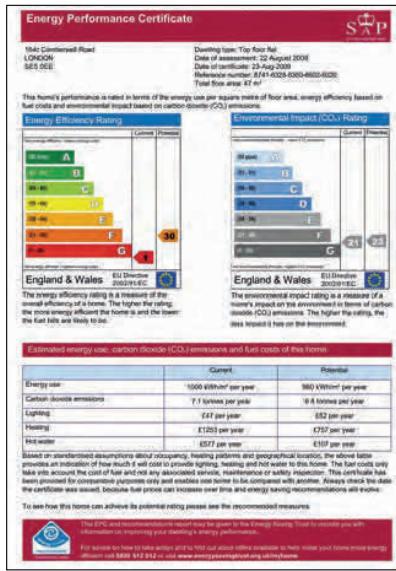
ENERGY PERFORMANCE CERTIFICATES



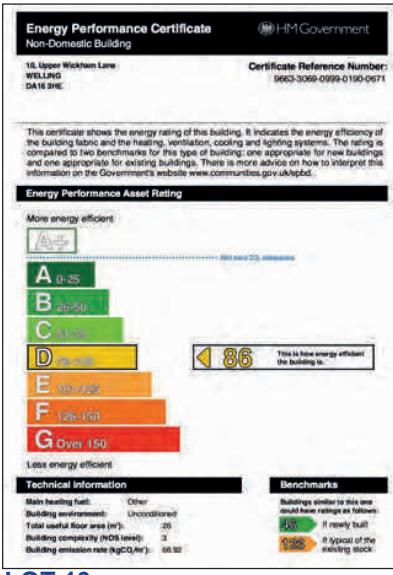
LOT 16



LOT 17



LOT 18



LOT 19

continued from inside front cover

These Auction Particulars and Conditions of Sale are issued subject to late amendments, additions and deletions which, together with Guide Prices and Viewing Times will be posted on the Auctioneers' website: www.athawes.co.uk or available from the Auctioneers' Offices. Amendments Sheets will also be available in the Auction Saleroom on the day of the sale. Where applicable, Home Information Packs have been commissioned and the Auction Sale of those properties will take place subject to the regulations thereunder. Any Guide Prices provided indicate only the previous price region of properties which may be similar; they are issued without responsibility and subject to revision at any time without notice. The Auctioneers have not tested any services or appliances in the above properties when preparing these particulars nor carried out any building or site survey, and are also unable to confirm that the land and premises and any substances in or materials used in construction, or fittings, furnishings and equipment therein have been examined and are fit for the use described for each Lot, and that every part complies with the relevant Town & Country Planning and/or Building Regulations, Housing Acts or any other Statutory requirements, or any Lease provisions and Restrictive Covenants affecting the properties; or whether parties to a tenancy have complied with the terms of any tenancy. No warranty is given that the rents of properties let are those properly chargeable. Unless expressly stated, no rights are hereby conferred by the Contracts (Rights of Third Parties) Act 1999. Attendance at any property is entirely at the attender's risk.

Persons bidding at the Auction Sale shall be deemed to have inspected the property offered for sale and made the usual pre-contract searches and enquiries, to have read the General, Extra and Special Conditions of Sale on pages 19-26, and checked all latest information, and to have taken all appropriate Professional Advice.

The successful bidder is **under a Binding Contract immediately the Auctioneer's Hammer falls on his or her bid.** The buyer is required to give to the Auctioneer's clerk his or her name, address and Solicitor's name and address and **before leaving the saleroom to sign the Memorandum of Contract and pay the specified deposit.**

Please note that pre-auction offers will only be considered once they have been received in writing by the Auction Department. They are then conveyed to the Seller, and the party making the offer will be notified if the offer is acceptable.

After a property has been sold at the Auction Sale, documentation is passed to the Seller's Solicitors who will deal with formalities to completion. If **keys** are available for any vacant properties, they will not be passed to the Buyer until completion has taken place, and the Auctioneers have been authorised by the Seller's Solicitors to release the keys.

COMMON AUCTION CONDITIONS (Edition 3 August 2009)

(Reproduced with the consent of the RICS)

Introduction

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

Glossary

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

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs and part two the auction conduct conditions.

Sale Conditions

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

Important Notice

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

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

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

Glossary

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

Wherever it makes sense:

- singular words can be read as plurals, and plurals as

singular words;

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition G9.3**:

- (a) the date specified in the **special conditions**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a business day the first subsequent **business day**.

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the **auction conduct conditions or sales conditions**.

Contract

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

Contract date

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The **auctioneers**.

You (and your)

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

Auction Conduct Conditions

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disapproved or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 Our decision on the conduct of the **auction** is final.

A2.3 We may cancel the **auction**, or alter the order in which **lots** are offered for sale. We may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

A4.1 We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. You need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This **condition** A5 applies to you if you make the successful bid for a **lot**.

A5.2 You are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you** bid plus **VAT** (if applicable).

A5.3 You must before leaving the **auction**:

- (a) provide all information we reasonably need from you to enable us to complete the **sale memorandum** (including proof of your identity if required by us);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the **seller** treat that failure as your repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against you for breach of contract; or
- (b) sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- (a) you are personally liable to buy the **lot** even if you are acting as an agent; and
- (b) you must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the buyer is a company you warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit we accept is £4,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

General Conditions of Sale

Words in bold blue type have special meanings, which are defined in the Glossary.

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

G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the buyer has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

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

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is

mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

- (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

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

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

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

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if condition G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the seller against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6. Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

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

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

G7. Notice to complete

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

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

- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the **lot**; and
- (e) claim damages from the **buyer**.

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

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

G8. If the **contract** is brought to an end

If the **contract** is lawfully brought to an end:

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

G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

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

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to condition G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11. Arrears

Part 1 Current rent

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

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. Management

G12.1 This **condition** G12 applies where the lot is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

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

G14. VAT

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

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

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

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, condition G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

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

G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

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

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

G16.4 The **seller** and **buyer** agree:

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

G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

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

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before completion.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after completion the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;

- (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

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

G23.4 The **seller** must promptly:

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

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

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt in cleared funds.

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

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.10 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.20 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.30 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the buyer reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the lot within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

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

G25.3 If a warranty is not assignable the **seller** must after **completion**:

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

G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. Registration at the Land Registry

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

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

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

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

G29. Contracts (Rights of Third Parties) Act 1999

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

EXTRA CONDITIONS OF SALE

A. The Auction

1.—All bids shall constitute offers made upon these Conditions of Sale.

2.—The Auctioneer has sole discretion to exclude any person from the auction room without giving reason. Bidders are admitted to participate upon these Conditions of Sale.

3.—The Auctioneer has sole discretion to refuse any bid without giving reason.

4.—Bids are accepted on the footing that (and each bidder by bidding warrants that) the bidder has inspected or searched (as the case may be) or is otherwise satisfied as to or prepared to take at his risk without being satisfied:

- (a) The Conditions of Sale and the Standard Conditions of Sale herein referred to (each of which may be inspected at the offices of the Auctioneers or of the Seller's Solicitors named in the relevant Special Conditions on any day during business hours and in the sale room at or immediately before the sale);
- (b) The matters relating to tenancies, sub-tenancies and statutes affecting rented property and tenancies referred to in Condition B.7 below;
- (c) The matters affecting the property mentioned in Condition B.8 and B.9 below;
- (d) The planning matters in Condition B.10 below;
- (e) The installations mentioned in Condition B.11 below;
- (f) Matters relating to the description of the property mentioned in Condition B.2, 3, 4 and 5 below; and
- (g) The existing condition of the property (see Condition B.6).

5.—Bids are accepted on the footing that (and by bidding each bidder confirms that) bids will not be retracted.

6.—Unless otherwise provided in the Special Conditions the sale of the property is subject to a reserve price and to a right for the Seller or any one person on behalf of the Seller to bid up to that price.

7.—The Auctioneer has sole discretion:

- (a) To advance the bidding as he may decide;

(b) To decide whether there has been a dispute as to the bidding;

- (c) To determine any dispute arising respecting a bid (whether by putting up the property at the last undisputed bid or otherwise);
- (d) To divide any property into Lots, re-arrange consolidate and sub-divide Lots or withdraw any property or any Lot not actually sold without declaring the reserve price.

8.—Subject to the foregoing provisions the highest bidder shall be the Buyer and shall forthwith complete and sign the Memorandum of the Contract the date of which shall be the date of the auction.

9.—Bids are accepted on the footing that (and by bidding each bidder confirms that) the Auctioneer has authority to sign a Memorandum on behalf of the bidder in the event that he is the highest bidder that authority lasting until the close of business on the business day next following the date of the auction.

10.—Bids are accepted on the footing that (and by bidding each bidder undertakes that) in the event that the bidder holds himself out to be an agent for another or others then he will (should the Auctioneer in his sole discretion, so decide) accept either sole liability or (at the Auctioneer's like discretion) joint and several liability with the person or persons (natural or legal) for whom the bidder holds himself out as agent.

B. The Property

1.—The tenure of the properties and the estate or interest sold are as stated in the Particulars subject to the Special Conditions.

2.—Save as stated in Conditions B.1 and B.7 (1) or in the Special Conditions or in the written answers to any Preliminary Enquiries the Sellers do not make or give any representation or warranty in relation to any of the properties.

3.—Neither the Auctioneer nor any person in the employment of the Auctioneers has any authority to make or give any representation or warranty in relation to the properties.

4.—Save as stated in Condition B.1 or mentioned in Condition B.2 all statements contained in the Particulars are made without responsibility on the part of the Sellers or of the Auctioneers and should not be relied upon as making or implying a statement or representation of fact and any intending Buyer must satisfy himself by inspection or otherwise as to the correctness thereof.

5.—All measurements and areas given throughout the Particulars are approximate and intending Buyers must satisfy themselves in this regard. Drawings plans and photographs are published for the convenience of Buyers only, their accuracy is not guaranteed and they are expressly excluded from any contract.

6.—Properties are sold in their existing condition and Buyers shall be deemed to purchase with full notice of the actual state and condition of the property whether as to state of repair, means of access or enjoyment of the property as it stands, and the sellers shall not be responsible for clearing any rubbish or any other items there may be thereon including advertising boards, which will become the responsibility of the Buyer. No compensation will be paid or diminution in the purchase price allowed arising out of any complaint as to such condition.

7.—

- (1) No representation is made that the rent payable in respect of any Lot or any part of a Lot sold subject to a tenancy is that properly chargeable under any statute regulating the control of rents or that the landlord was entitled to obtain possession at the time when any notice increasing rent under any statute became operative. The only representation made is that the amounts stated in the Particulars are the respective rents actually being paid to the Sellers but no warranty is given that the respective tenants are up-to-date with payments.
- (2) No objection or requisition shall be taken or made as to any matter arising under any of the said statutes nor shall any Buyer be entitled to require particulars of the standard rent or the rent limit or the net rent or the fair rent or the regulated rent payable in respect of any of the premises or production of copies of any statutory notices of increase of rent or notices to quit which may have been served.
- (3) No buyer shall object that any premises have not been registered with the local authority as decontrolled; or require the particulars which under any statute or any rules made thereunder ought to be inserted in a tenant's rent book to be so inserted; nor in the case of a regulated tenancy make any objection or requisition that the rent is not a fair rent or may exceed the registered rent or that the same has not been registered; nor object as to whether or not a notice of increase of rent has been validly served or a certificate of disrepair has been obtained by a tenant authorising a reduction of rent; nor shall the Buyer object or claim damages or compensation or rescission on the ground of the non-compliance with the terms of any counter-notice served upon or by a tenant.
- (4) Unless the Special Conditions otherwise provide nothing shall be incorporated in any sales either collaterally or directly or indirectly whether by way of term or representation as to whether (in the case of property sold subject to a tenancy) there is subsisting any sub-tenancy or similar such occupation.
- (5) Neither the Sellers nor the Auctioneers shall be under any duty to acquaint Buyers of any matters mentioned in this Condition whether or not the same are known to the Sellers or the Auctioneers and every Buyer shall in all respects satisfy himself at his own risk and whether he does so or not no claim shall be made nor entertained on the ground that the Buyer should have been informed of any such matter and the Buyer shall be deemed to purchase with full knowledge thereof.

8.—The properties are sold subject to all schemes notices resolutions or enactments (if any) and whether registered or not affecting the same under any Act Order or Regulation whether Parliamentary parochial local or otherwise, to any prescribed street building or improvement line and/or any other requirement order notice restriction right charge or publication whatsoever made given or imposed by the local planning or any other local or other authority whether registered or not affecting the same without any obligation on the part of the Seller to disclose the same and whether or not involving the expenditure of money. The Buyers will not raise any objection or make any requisition with regard to any such matters affecting the property and shall indemnify the Seller in respect of any claims arising thereunder.

9.—For the purposes of Section 6 (2) (a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the buyer.

10.—Each Buyer shall be deemed to purchase with full knowledge of the actual user of the property the effect thereon of the Planning Acts or any of them or any rules or regulations made thereunder and no Buyer shall be entitled to rescind the contract or to make any claim whatsoever in respect of any such matter or any other matter arising under those Acts or rules or regulations or any of them.

11.—Neither the Sellers nor the Auctioneers make any representation as to or accept responsibility in regard to the ownership of electrical gas or other fittings and installations in the property (which may be on hire or hire purchase) nor is any liability accepted for outstanding payments in respect thereof, and the Buyer shall satisfy himself and indemnify the Seller in relation thereto.

C. The Sale

1.—Subject to the provisions of the Special Conditions properties are sold on these Conditions of Sale and the Standard Conditions of Sale (Fourth Edition) (except Conditions 2.3, 3.1, 3.2.1, 4.4.2 and 5.1) so far as not inconsistent with these Conditions of Sale and modified as follows:

In Standard Condition 4.3.1 Step 1 shall be amended to read as follows:

STEP

(1) The Seller is to send the Buyer evidence of title in accordance with Condition 4.1.1

TIME LIMIT

(2) As soon as practicable after making the contract.

2.—For the purposes of the Standard Conditions the prescribed rate of interest shall be that specified in the relevant Special Conditions or if no rate is specified then six per cent per annum above Lloyds TSB Bank plc base rate from time to time.

3.—The deposit shall be 10 per cent of the purchase money or £4,000 whichever is the greater, unless the purchase money is below £4,000 and then the full purchase price is payable. The deposit shall be paid in pounds sterling by cheque drawn on a United Kingdom Clearing Bank, and shall be paid to the Auctioneers Messrs. Athawes, Son & Co., of 203 High Street Acton W3 to hold (unless the Special Conditions otherwise provide) as stakeholders until the contractual date for completion and on and from that date as Agents for the Seller.

4.—If a cheque given for payment of the deposit is dishonoured on presentation or if the successful bidder fails to pay such deposit the Seller may treat such dishonour or failure as a repudiation of the Contract and resell the Property without prejudice to the Seller's right to claim damages for repudiation of the Contract against the successful bidder.

5.—**Messrs. Athawes Son & Co., will be permitted to charge a Buyer's Administration Fee of £250 (including VAT) (£150 in respect of Ground Rents), payable to Athawes Son & Co., by the successful buyer/bidder of the property on exchange of contracts.**

6.—Completion shall take place twenty working days from the date of the Contract.

7.—Unless otherwise indicated to the contrary in the Special Conditions of Sale, the Seller has not waived the exemption from Value Added Tax in respect of the property being sold and will not do so between exchange of contracts and completion. In any case where Value Added Tax is properly payable then the amount of the successful bid shall be exclusive of Value Added Tax which shall be added to the purchase money at the appropriate rate. The Seller will supply the Buyer with a Value Added Tax invoice.

8.—From the fall of the hammer each property shall be at the sole risk of the Buyer and in particular as regards loss or damage by fire or other accident by vandals trespassers and squatters or otherwise howsoever.

9.—The Sellers will only transfer each Lot to the Buyer specifically named in the Memorandum (or in the case of an individual Buyer to his personal representatives if appropriate) and will not enter into any sub-sale.

10.—In the event of any conflict between the Special Conditions and any one or more of the above-written General Conditions then the Special Conditions shall prevail.

APPENDIX

Where this Memorandum evidences a contract made otherwise than by the fall of the hammer references in the Memorandum to the within Particulars and/or Conditions are references to the Particulars and/or Conditions with the following modifications:

- (1) Conditions A.1-A3 inclusive and A.5-A.8 inclusive are deleted;
- (2) References in Conditions A.4, A.9 and A.10 to "bids", "bidders", "auction" and the like terms shall be read as references to "offers", "offerors", "contract" and so forth and references to "the sale room" or "the auction room" shall be deleted;
- (3) In Condition C.5 the reference to "the fall of the hammer" shall be read as a reference to the making of the contract.

SPECIAL CONDITIONS OF SALE

Note: Each Lot will be sold subject to further Special Conditions of Sale which will be available from the Auctioneers' Offices.

ADDITIONAL AUCTION SERVICES



Legal Documents

Legal documents for some of the lots are now or will be available online. Where you see the  icon on the website you will be able to download the documents.



FaxBack

09067 591 164 Guide Prices and Results

To use the fax retrieval system either dial from the handset of your fax machine or set to 'POLL RECEIVE' mode. The results will be available from noon the day after the auction.

The Essential Information Group Ltd Tel: 0870 112 30 40 (Calls cost 77p p/min for 09067 at all times)

BIDDING BY TELEPHONE/PROXY: You are recommended to attend the auction and bid personally, but if you are unable to do so, it might be possible for you to authorise the Auctioneers to bid on your behalf up to your previously specified limit, and a Telephone/Proxy Bidding Form is available from the Auctioneers. This form must be completed in full and returned to the Auctioneers' offices to arrive before noon on Monday 28th January 2013, together with a Banker's Draft representing the deposit appropriate to the maximum bid price, subject to a minimum of £4,000, plus £250 (including VAT) Buyer's Administration Fee (£150 Buyer's Administration Fee for Ground Rents).

AUCTION MAILING LIST: If you would like early notification of our catalogues, etc. please provide us with your email address. If you would like to be on our priority postal mailing list there is an annual subscription of £25 (U.K.), brochures will be posted to you as soon as they are published. Please complete a subscription form, available from our offices/on our website. You may of course telephone for a catalogue before each Auction, or collect a copy from our offices, at no charge.

Priority Mailing List



Name

Company

Address.....

Postcode Tel. No.

ATHAWES, SON & Co., 203 High Street, London W3 9DR
Tel: 020 8992 0056/0122 (five lines)

MEMORANDUM

I/We,
of
do hereby acknowledge that I/we have this day purchased the property described in the within Particulars of Sale as Lot
for the sum of £

subject to the within Conditions and that I/we have paid Messrs. ATHAWES, SON & CO., the Auctioneers, the sum of
£

as a deposit and in part payment of the purchase money, and I/we hereby agree to pay the remainder of the said purchase money
and to complete the said purchase according to the within Particulars and Conditions of Sale.

Dated this 29th day of January 2013

Purchase money	£
Deposit	£
<hr/>			
Balance	£
<hr/>			

Signed by the Buyer.....

As Agents for the Seller,
we hereby confirm this Sale, and acknowledge the receipt of the deposit in accordance with the within General Conditions.

Abstract of Title to be sent to:

.....
.....
.....
.....

who is duly authorised to accept Notices on behalf of the Buyer(s) for the purposes of this Contract.

ALPHABETICAL INDEX OF PROPERTIES

434a Alexandra Avenue, Rayners Lane, Harrow, Middlesex HA2 9TW	Lot 16
Land r/o Barclay Court, Seymour Road, Chalvey, Slough, Berkshire SL1 2NY.....	Lot 7
Flat C, 164 Camberwell Road, Camberwell SE5 0EE.....	Lot 19
Central Way (Executive House), Feltham, Middlesex TW14 0XQ	Lot 10
8 Church Street, Brimington, Chesterfield, Derbyshire S43 1JG	Lot 4
25 Copper Beeches, 6 Witham Road, Isleworth, Middlesex TW7 4AW.....	Lot 3
35 Ellacombe Church Road, Torquay, Devon TQ1 1LJ	Lot 15
Executive House, Central Way, Feltham, Middlesex TW14 0XQ.....	Lot 10
Gloucester Place (5 Ivor Court), Marylebone NW1 6BJ.....	Lot 2
13 Hartop Road, Torquay, Devon TQ1 4QH	Lot 5
237 High Street, Acton W3 9BY	Lot 12
Plots A, B & 6-10, r/o 30 High Street, Denbigh, Clwydd LL16 3RY.....	Lot 21
Freehold Ground Rents, 6 Horn Lane, Acton W3 6QT	Lot 25
Second Floor Flat, 6 Horn Lane, Acton W3 6QT.....	Lot 24
Third Floor Flat, 6 Horn Lane, Acton W3 6QT.....	Lot 23
5 Ivor Court, Gloucester Place, Marylebone NW1 6BJ	Lot 2
Flat 1, 74 Kensington, Liverpool, Merseyside L7 8XB.....	Lot 18
Freehold Ground Rents, 358, 368 & 370 Marsh Lane, Bootle, Merseyside L20 9BX	Lot 22
16a Primula Street, East Acton W12 0RE	Lot 17
Seymour Road (Land r/o Barclay Court), Chalvey, Slough, Berkshire SL1 2NY	Lot 7
146 South Ealing Road, Ealing W5 4QJ	Lot 13
Unit 3, The Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ.....	Lot 11
Land r/o Twyford Abbey Road, Park Royal NW10 7DP	Lot 8
10/10a Upper Wickham Lane, Welling, Kent DA16 3HE.....	Lot 20
93/93a/93b Uxbridge Road, Hanwell W7 3ST.....	Lot 14
1380 Uxbridge Road, Hillingdon, Middlesex UB10 0NQ	Lot 9
267 West End Lane, West Hampstead NW6 1QS	Lot 6
15 Wishingtree Close, St. Leonards-on-Sea, East Sussex TN38 9JG.....	Lot 1
6 Witham Road (25 Copper Beeches), Isleworth, Middlesex TW7 4AW	Lot 3

Chartered Surveyors & Auctioneers., Est 1864
203 High Street, London W3 9DR
Tel: 020 8992 0056
Fax: 020 8993 0511
DX 80266 Acton
E-mail: mail@athawes.co.uk
www.athawes.co.uk

We have 149 years experience
providing many other quality
property services too...

Including:

- Commercial/Industrial Sales & Lettings
 - Rating Appeals
- Leasehold Reform Valuations
- Private Treaty Residential Sales
 - Lease Renewals
 - Rent Review Negotiations
 - Residential Lettings
- Estates Managed & Rents Collected
 - Valuations & Surveys
 - Homebuyers Reports

For further details please contact our
Estate Management & Valuation division



Athawes
Son & Co