



SOUTHAMPTON AUCTION CENTRE

Fox & Sons

South Coast Property Auction

Monday 16th December 2019
commencing at 12.00 noon

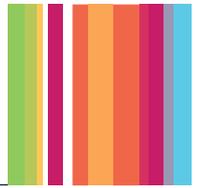
PLEASE NOTE CHANGE OF VENUE

Holiday Inn Southampton
Herbert Walker Avenue
Southampton
Hampshire
SO15 1HJ



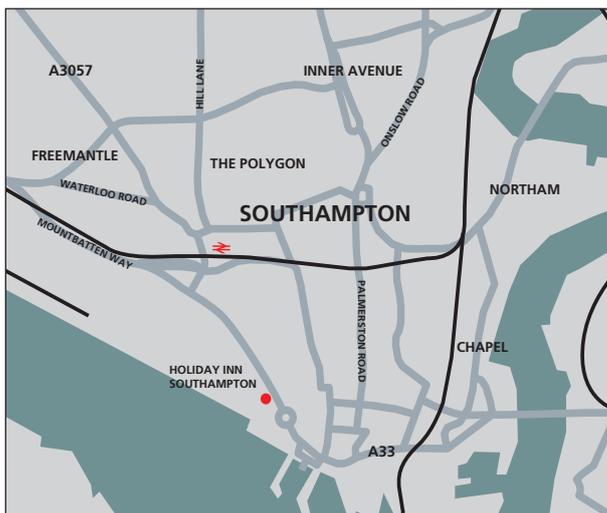
**Please note: Cheques
are not accepted
for payment of
deposits.**

Auction Venue



Holiday Inn Southampton

Herbert Walker Avenue
Southampton, Hampshire SO15 1HJ



Southampton Auction Sale

Held in The Hampshire Suite of the Holiday Inn Southampton, Herbert Walker Avenue, Southampton, Hampshire SO15 1HJ

Start Time 12.00 noon

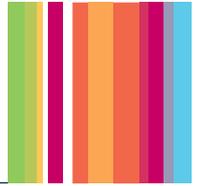
The first lot will be offered just after 12:00 noon. Complimentary car parking is available on site, **however you must put your registration into one of the terminals available in the hotel. Alternative car parking is available in the pay & display car park opposite the hotel or in West Quay Shopping Centre.**

Directions

- By Car:** 3.5 Miles from M27 Junction 3/M271 or 5.2 Miles from M3 Junction 14.
- By Train:** 1.2 Miles from Southampton Central Station
- By Air:** 5.4 Miles from Southampton Airport

Introduction

From Russell Parker, Auctions Partner Fox & Sons Southampton



Major South Coast Auction

Welcome to Fox & Sons eighth and final auction of 2019. The year has certainly been an interesting one, both for political reasons and also the way buyers and sellers have reacted to all the press surrounding Brexit and the current General Election. By the time you are reading this article, we will be well and truly enduring the Election campaign promises, no doubt it will prove to be an interesting few weeks!

Many of you will note the change of the Auction venue and the date itself. We thought it wiser to have our Auction after the election when we will all know what form of Government we have. I think some of the early Policy discussions regarding property have raised an eyebrow or two and may very well influence how people will vote, along of course with the policies for our economic future. Having been in the property business for 30 years, I have endured many an election, different Governments, different policies - some good and some bad. However, despite all the issues we face as a country, one aspect still remains, the public still believe property is the safest place to invest hard earned money!

Now let's turn to this catalogue. My team have worked very hard to put this final

catalogue together and we have some absolutely amazing lots for you to invest in. Take full advantage of the excellent opportunities we are offering you this month with some superb refurbishment opportunities that would make ideal winter projects. We have offerings both locally in Southampton and also as far afield as Chippenham, Yeovil and a quality building plot in Bognor Regis. For the speculative builders, we would strongly recommend you take a look at the lot in Chichester which offers great potential in a very strong value area. For those looking for a ready-made investment, look no further than Lot 12, which produces £42,000 PA.

Viewings will be mostly conducted on Open House schedules, so please check the start times as we now have the issue of shorter working days and we will have to stay on time to get all the properties viewed. Some will be by appointment only, so please check before heading off if you are uncertain of the scheduling. Legal Packs will again be made available from our website www.foxandsonsauctions.co.uk

Please note we will no longer be able to accept cheques for payment of deposits. Our preferred method of payment is Debit Card

at the auction. Please check with us to make sure you have the ability to make your contractual payment when the Gavel falls or your contract may well be rescinded at the Auctioneers discretion, if payment is not made accordingly. The Auctioneer reserves the rights to accept payment by cheque, but only by prior arrangement.

My final words of the year are to extend to you the seasons goodwill and greetings and hopefully I will see you at the revised venue - The Holiday Inn, Herbert Walker Avenue, Southampton with the Auction starting at 12pm.



Auction Team & General Information

Southampton Lots 1 - 31



Southampton Auction Centre
32-34 London Road
Southampton SO15 2AG
DX 96884 Southampton 10

Tel: 023 8033 8066
Email: auctions.southampton@fox-and-sons.co.uk
www.foxandsonsauctions.co.uk

Russell Hartnell-Parker

Regional Auction Partner/Auctioneer
russell.hartnell-parker@fox-and-sons.co.uk

Peter Bryan

Auction Partner
peter.bryan@fox-and-sons.co.uk

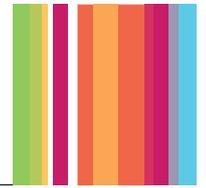
Rachel Gibbs

Auction Office Manager
rachel.gibbs@fox-and-sons.co.uk

Charlie Maidment

Auction Co-Ordinator
charlie.maidment@fox-and-sons.co.uk

Important Notice



TO BE READ BY EVERYONE CONSIDERING BUYING AT AN AUCTION

Please read this page in conjunction with the section entitled "The Conduct of the Auction" printed at the rear of this catalogue.

They should help you understand the auction process and how we act. Please contact us with any queries you may have.

It is very important you understand that if you (a) read our catalogue or (b) consider buying or (c) attend our auction or (d) bid or buy beforehand, at the auction or afterwards, then you agree to the basis on which we do business as set out in the section entitled "The Conduct of the Auction" and this page. This applies even if you have not read them.

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at: www.foxandsonsauctions.co.uk and look out for any additional materials on the day of the auction, in order to stay fully informed with the up to date information.

INTRODUCTION

GUIDE PRICE The Guide Price quoted must not be relied upon by prospective purchasers as a valuation or assessment of value of the property. It is intended to provide purchasers with an indication of the region at which the reserve may be set at the time of going to press. The guide price may be subject to variation and interested parties are advised to make regular checks for variations and should be aware that the reserve price may be either below or above the quoted guide price.

Prospective purchasers should also be aware that the eventual sale price may be above or below the guide level dependent upon competition, and should therefore not presume the guide

to be indicative of the final expected sale price or the price the property is available at.

When setting the guide price, the auctioneers have given consideration to the seller's instructions in respect of their indicated reserve price at the time of instruction. The reserve price, (the level below which the property will not be sold), remains confidential between the seller and the auctioneer. The guide price therefore, is intended to indicate the region at which the reserve price is intended to be set. The seller will confirm their final reserve price close to the auction date and if

appropriate the auctioneers may adjust the guide price to reflect this.

RESERVE PRICE The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

PARTICULARS All statements contained and photographs shown in these particulars about the property are made without responsibility on the part of Fox & Sons, their joint agents (if any) or the seller. No person employed by Fox & Sons or their joint agents (if any) has any authority to make or give any representation or warranty whatsoever in relation to any lot.

EQUIPMENT, FITTINGS, SERVICES, ETC Fox & Sons (or any joint agent) have not tested any apparatus, equipment, fittings, or services, so cannot verify they are in working order. Prospective bidders are advised to obtain verification of the condition and effectiveness of any such items from their solicitor or surveyor. Items shown in photographs are not necessarily included in the sale. Room or other measurements, where given, are for guidance only and should not be relied upon when ordering such items as furniture, appliances or carpets.

PLANS Plans in this catalogue, but not the venue location plans, may be reproduced by permission of the Ordnance Survey on behalf of the controller of Her Majesty's Stationery Office. Crown Copyright. All rights reserved. Licence No. ES100003644. They are published only for the convenience of purchasers and their accuracy, shading, scale and any boundaries shown are not guaranteed and they are expressly excluded from any contract.

PLANNING We cannot confirm that the stated or possible uses of any lots are acceptable to the local planning authority. Please make your own enquiries.

VAT Currently at 20% may be chargeable on the purchase price of some lots, usually commercial properties. Fox & Sons and their joint agents, if any, will endeavour to make a statement as to whether VAT is payable or not, but in the absence of any statement you are advised to make your own enquiries.

BEFORE THE AUCTION

INSPECTIONS Please make all appointments to view through the office shown in each lot description. Inspection of investment lots is by courtesy of the tenants. Viewings are not usually arranged or conducted by the Auction Office.

GUIDE PRICES Any guide price quoted is not to be treated as a valuation of the lot and is for guidance only.

CONDITIONS OF SALE Each lot is offered and sold subject to (a) the RICS Common Auction Conditions 4th edition printed at the rear of this catalogue, (b) the Special Conditions of Sale (if any) and (c) any relevant entry on the Addendum. Copies of items (b) and (c) and any General Conditions of Sale, if different to those printed in the catalogue, are available from the Auction Office or via our website free of charge.

OTHER LEGAL DOCUMENTATION Apart from the Conditions of Sale we ask the seller's solicitor to provide us with all those documents a prudent solicitor advising a prospective buyer would wish to inspect. Whilst these documents are usually available from us, we give no undertaking or guarantee to provide them. Fox & Sons reserve the right to charge, usually £50 including VAT for copying and supplying hard copies of this information. We do upload all documentation supplied to us onto our website, where they can be inspected free of charge.

LEGAL ADVICE Fox & Sons do not inspect any of the legal documentation and cannot give any advice or opinion on its content. Prospective buyers are strongly advised to consult their legal advisor, and where appropriate other professional advisors, prior to bidding. Prospective buyers will be deemed to have made the usual pre-contract searches and enquiries if they bid.

REGISTRATION OF INTEREST We strongly recommend you register your interest in any lot with the relevant Auction Office. We will then endeavour to advise you of any change relating to the lot, guide price or if it is likely to be sold or withdrawn prior. We will also notify you when the legal documentation and EPC are available for inspection on our website.

MAKING OFFERS PRIOR TO AUCTION All offers to purchase prior to the auction should be made to the relevant Auction Office and will only be submitted based on all criteria being met, including inspecting the lot. Please note some sellers will not or cannot sell prior. We will notify you of the seller's answer to your offer. We reserve the right, if so instructed by the seller, to disclose or not disclose the amount of an offer to other interested buyers.

TERMS ON WHICH OFFERS ARE ACCEPTED All offers to buy before or after the auction are accepted by the seller on the basis of the following conditions unless stated to the contrary.

Offers are accepted (a) subject to contract, (b) subject to the lot remaining fully available to other applicants and for viewing, (c) subject to the vendor's right to consider any other offers at any time, (d) subject to any change in the circumstances and (e) subject to the lot being offered at the relevant auction unless contracts have exchanged beforehand.

SALES & WITHDRAWALS PRIOR Some lots may be sold prior to, or withdrawn from, the auction or postponed to a later sale. You are advised to check a lot's availability regularly to avoid wasted time or expense. Any sale prior, withdrawal or postponement is without liability on the part of Fox & Sons or their client for any losses, costs or expenses that result.

INSURANCE OF THE LOT This is usually the responsibility of the buyer from exchange of contracts, except on some leasehold lots. Unless the Special Conditions provide differently you will need to make arrangements before the auction to go on risk immediately once you are the buyer.

ATTENDING THE AUCTION Please allow adequate time for (a) your journey (b) parking, (c) obtaining your bidder number, (d) reading a copy of the final version of the Addendum on arrival.

Please bring with you two forms of approved identification, your solicitor's details and the means to pay both the deposit and separate Contract Documentation Charge.

BIDDING BY TELEPHONE OR PROXY Please read the documents titled 'Authority Form to bid on behalf of non attending bidder' to the rear of this catalogue. Arrangements must be in place and the above mentioned forms returned to the Auction office at least 24 hours before the auction.

AT THE AUCTION

RECORDING We may record the auction for security and training purposes.

REGISTERING TO BID If you wish to bid you must register first to obtain your Bidder Number. You will need to provide your name, address and telephone number and if you are acting as an agent, the same information for the prospective buyer, as well as the same information for the solicitor or conveyancer who would act for you. We must inspect two forms of approved identification (we suggest a valid passport or a photo driving licence and a recent utility bill) before registration can be completed. We reserve the right to decline any bid made by a prospective bidder who has not first registered.

THE ADDENDUM You should obtain and read carefully the final

version of the Addendum on arrival at the auction and before the sale commences. It may contain notification of any late changes or additional information. Copies of the list will be added to and form part of the contracts and in the event of any

Conflict, the Addendum list shall prevail. Any very late, new or changed information will be announced verbally by the Auctioneer beforehand and at the start of the sale.

RESERVE PRICE All lots are offered subject to a reserve unless stated to the contrary. The reserve is confidential and will not be disclosed. Please see introduction on guides and reserves.

THE BIDDING Please bid clearly by raising your bidder number or catalogue. The Auctioneer will usually acknowledge your bid when looking at you.

ONCE A LOT IS SOLD

SIGNING THE SALE MEMORANDUM The buyer (and successful bidder if different) are under a binding contract as soon as the Auctioneer's gavel falls on their bid. The successful bidder must on request, immediately provide the Auctioneer's staff with full details to enable the contracts to be prepared. The buyer (or successful bidder) must, before leaving the auction venue, sign the Sale Memorandum (and any attached documents). If the buyer (or successful bidder) refuses to sign the Auctioneer can, at his own discretion, sign for the buyer or re-offer the property for sale as if it had not been knocked down (sold).

PAYING THE DEPOSIT The buyer (or successful bidder) of each lot must, before leaving the auction venue, pay a deposit of 10% of the purchase price (or £5,000 if greater). We accept most debit cards. Cheques must be drawn on a UK bank or building society account and are cleared as soon as possible. You should ensure the account is in funds. We do not accept cash or credit cards.

PAYING THE CONTRACT DOCUMENTATION CHARGE A charge of £1,000 inc. VAT must be paid by the buyer (or successful bidder) of each lot, at the same time as, and in addition to, the deposit. If this charge is not paid separately, it will be deducted from the amount of monies received before the balance is applied to the contractual deposit. If the purchase fails to complete no refund will be given.

MONEY LAUNDERING REGULATIONS We must inspect (again) and take and keep for our records, a photocopy or photograph of two approved forms of identification for each successful bidder and buyer. A valid passport or valid photo driving licence and a current utility bill showing your current address comply with requirements. Please ask us for alternatives if necessary. Failure to provide satisfactory identification could delay your purchase. We are committed to preventing our services being used for the purposes of money laundering and in addition to asking you for proof of ID and address we carry out electronic ID verification of all vendors and purchasers. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. If you have any questions, please refer these to a member of the auction staff.

AFTER THE AUCTION

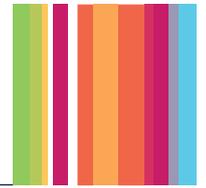
INSURANCE If you are a successful buyer, you will need to immediately put in place insurance for the property, except possibly on leasehold properties.

AUCTION CONTRACT If you have bought a lot we will usually give you the part of the contract signed by the Auctioneer's on behalf of the seller. You should pass this immediately to your solicitor or conveyancer.

ACCESS TO LOTS ONCE SOLD You are not entitled to keys or access to lots bought until completion. If access is required, it may be arranged through obtaining a key undertaking via your appointed solicitor or conveyancer.

UNSOLD LOTS We strongly recommend you re-register your interest in any unsold lot before leaving the Auction room as some lots are sold very quickly after the sale. We continue to offer all unsold lots after the auction until they are sold or we are instructed otherwise. Please contact the relevant Auction office for details. Please note that the information contained in the catalogue is no longer guaranteed accurate after the auction although copies may be issued for general guidance purposes only.

Money Laundering



MONEY LAUNDERING REGULATIONS 2017

The Money Laundering Regulations, 4th Directive came into effect on 26th June 2017 and as property auctions fall within a 'relevant business' it is a requirement upon this company to follow certain procedures within this legislation.

As a result, **all buyers** attending our auctions and transacting business with us must provide relevant documentation in order to prove their identity and place of residence. Buyers should note that these documents are required for these purposes only and copies are taken subject to all data protection regulations.

If you are attending the auction on behalf of a potential buyer, you must be able to provide proof of your own identity and residence and **certified copies** of the buyer's identity and residence. Certified copies must be of original documentation and bear an **original signature** of the person certifying the document and signed as true certified copies and confirm photographic ID is a true likeness of the subject. Only copies certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, FCA regulated mortgage broker, certified accountant, teacher, doctor, minister of religion can be accepted. All of the above must be capable of being contacted by telephone by us prior to you buying and/or on the day of the auction.

DOCUMENTATION BIDDERS/BUYERS MUST SHOW US

If you conduct business with us and are an individual, the documents we can accept are listed below. We must verify your name and residential address and require two documents. One document must be from **List A** and one document from **List B**. You must allow us to copy this documentation for storage and filing for 5 years. Please note we may carry out electronic verification of any documents provided.

For UK trusts, companies and partnerships, occupational pension schemes, registered charities in England and Wales, local authorities or non-UK individuals you should contact us well in advance of bidding at the auction or buying to confirm the documentation we require.

LIST A – EVIDENCE OF IDENTITY (INCLUDING PHOTOGRAPH)

- Valid Passport
- Valid Photo Card Driving Licence (full or provisional)
- National Identity Card (non UK nationals)
- Firearms Certificate or Shotgun Licence

LIST B - EVIDENCE OF RESIDENCE (AND SHOWING YOUR NAME)

- Valid Photo Card Driving Licence (**if not used for List A**)
- Utility Bill issued within the last 3 months (12 months if the billing is annual)
- Council Tax Bill for current year
- Bank or Credit Card Statement issued within the last 3 months
- HMRC correspondence issued within the last 12 months (not online)
- Correspondence from a regulated solicitor issued within the last 3 months
- TV Licence letter for the current year
- Evidence of Mail Redirection within the last 3 months

QUERIES AND CONTACTING US

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please contact Rachel Gibbs on **023 8033 8066** or **email rachel.gibbs@fox-and-sons.co.uk**

Bidder Registration Form

In order to bid at our auctions you need to register with us first



You will need to bring with you this form duly completed and **TWO FORMS OF IDENTIFICATION** (1 from point A and 1 from point B), which will be copied and kept on file. Electronic verification of any documents provided may be carried out by Fox & Sons.

A: A **valid passport** or a **valid signed UK photo-card driving licence** - (proof of identity)

B: A **utility bill** or **bank/credit card statement** dated within the last 3 months - (proof of residence)

BIDDER NO.

LOT NO.

By registering, you confirm that you have read the important notices on page 4 and that you have carried out your due diligence prior to bidding.

Name of bidder:

Name of buyer (if different):

Postal address:

..... Postcode:

Contacts: Home:.....

Work:.....

Mobile:

Email:.....

Solicitors:.....

Address:

..... Postcode:

Tel No: DX No:

Signature: Date:

Please tick to confirm you are **NOT** a Politically Exposed Person

Politically exposed persons (PEPs) are individuals whose prominent position in public life may make them vulnerable to corruption. The definition extends to immediate family members and know close associates).

Please tick if you wish to receive auction updates, newsletters and catalogue notifications via email

For official use ID Provided	A: Identification	Photo: Y/N
	B: Address	Date of bill:

Telephone/Proxy Bidders Form

Please also sign the reverse side of this form and return



Please select method of bidding (**TICK ONE**) and fill in the property details below:

- Telephone: Telephone contact is a requirement before bidding.
- Telephone or Proxy: If a telephone link cannot be established I authorise Fox & Sons to bid on my behalf.
- Proxy: I authorise Fox & Sons to bid on my behalf up to the amount laid out below.

Auction date: Lot No:

Property address:

Maximum bid: £ Figure in words:

(The figure must be a definite amount and not calculated by reference to other bids such as one bid above anyone else's bids. Any uncertainty could result in Fox & Sons not bidding.)

I have provided payment via debit card payment

Figure in words:

This figure being 10% of your maximum bid (subject to a minimum deposit of £5,000 unless otherwise specified in the Special Conditions of Sale). **PLUS** £1,000 (inclusive of VAT) Contract Documentation Charge.

Documentation required: I attach certified copies of Photographic ID Proof of address dated within last 3 months

All copy documents attached **MUST BE** countersigned by an authorised individual who has seen the original document and can confirm that the photographic ID is a true likeness to the individual. Please refer to page 5 of the catalogue for details of documents required and accepted countersignatories.

Contract Details:

Please give details of the person or company who is to be the owner of the property. This name will appear on the Memorandum of Sale.

Contract name: Mobile No:

Address: Home No:

..... Business No:

..... Email:

Bidder's Details (if different from Contract Details):

Name:

Telephone No:

Mobile No:

Address:

..... Postcode:

Email:

Solicitor's Details:

Company name:

Contact name:

Telephone No:

Address:

..... Postcode:

Email:

Signature: **Date:**

Terms & Conditions to bid by phone or proxy

Minimum deposit is £5,000 unless otherwise stated in the Special Conditions of Sale, PLUS our £1,000 Contract Documentation Charge for each lot.

Anyone not able to attend the auction may use Fox & Sons services for telephone, or proxy bids on the following terms and conditions.

1 The bidder must complete a separate authority form for each Lot involved, and provide a debit card payment for 10% of the maximum amount of the bid for each Lot (account details on request). **Please note the minimum deposit for any telephone bid is £5,000 (or as otherwise specified in the Special Conditions of Sale) per lot.**

2 The form must be mailed or delivered to: Southampton Auction Centre, 32-34 London Road, Southampton SO15 2AG to arrive before 6pm two working days prior to the start of that month's auction or it can be emailed to us at auctions.southampton@fox-and-sons.co.uk. It is the bidder's responsibility to check that the form is received by Fox & Sons and this can be done by telephoning the office.

3 The bidder shall be deemed to have read the Important Notices printed on page 4 of the catalogue; the particulars of the relevant Lot in the catalogue; the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders prior to bidding, however, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.

4 In the case of telephone bids, at about the time that the Lot comes up for auction attempts will be made to contact the bidder by telephone and, if successful, the bidder may then compete in the bidding up to the maximum of the amount authorised in the completed authority form.

The Auctioneers will not bid beyond the maximum authorised amount except without express authority.

5 In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Fox & Sons will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.

6 In the case of written bids, Fox & Sons staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Fox & Sons reserve the right not to bid.

7 While Fox & Sons will use best endeavours when bidding on behalf of a bidder, we cannot accept responsibility for any actions or inactions on our part including errors, omissions or doubts whether in the bidding or in the failure to bid and we can give no warranty or guarantee accordingly whether about the bidding or about the failure to bid.

8 In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).

9 In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (**minimum £5,000 or as otherwise specified in the Special Conditions of Sale**) and the balance of the deposit (if any) will be returned promptly to the bidder.

10 In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.

11 Once delivered to the auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.

12 The authority can only be withdrawn by notification in writing delivered to Fox & Sons at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the bidder.

13 If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Fox & Sons staff as empowered under the telephone/written authority. Fox & Sons would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.

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

Signed:

Date:

Please sign this page and complete the form overleaf.

CHECKLIST

Deposit provided

Proof of identity enclosed*

Proof of address enclosed*

I confirm I am **NOT** a Politically Exposed Person

All copy documents attached **MUST BE** countersigned by an authorised individual* who has seen the original document and can confirm that the photographic ID is a true likeness to the individual. Please see page 5 of the catalogue for details of documents required.

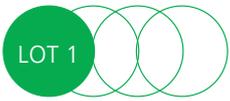
*Documents can only be certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, FCA regulated mortgage broker, certified accountant, teacher, doctor or minister of religion.

Politically exposed persons (PEPs) are those whose prominent position in public life may make them vulnerable to corruption. The definition extends to immediate family members and known close associates.

Once you have read and completed both parts of these forms please return to: Fox & Sons, Southampton Auction Centre, 32-34 London Road, Southampton SO15 2AG

Email: auctions.southampton@fox-and-sons.co.uk

Tel: 023 8033 8066



- > Three Bedroom Two Reception Semi Detached House
- > Requiring Upgrading With Potential To Extend
- > Superb Family Home - Ideal Speculative Lot

112 Portsmouth Road, Woolston, Southampton, Hampshire, SO19 9AN

Tenure:

Freehold with Vacant Possession

Location:

This older style character semi detached family house is well located on the junction of Portsmouth Road & St Annes Road in Woolston. Set back from the road, the property is accessed via a private driveway when turning into St Annes Road from Portsmouth Road.

Description:

Built around the early 1930's, this character semi detached family house will require some upgrading and refurbishment after being in the same family ownership for many years. The property offers excellent living space, a good size rear garden and the added benefit of a driveway to the front and rear vehicular access from St Annes Road leading to a carport/garage area at the bottom of the rear garden.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, Dining Room, Kitchen.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

OUTSIDE: An enclosed front garden with lawn and driveway providing off road parking for 2 cars. An impressive rear garden with side area is also offered, with the added benefit of an outside WC and store and the real feature of additional off road car parking with a car port/garage (needing attention) accessed via double gates onto St Annes Road.

EPC: TBC



Viewing Dates & Times:

Tuesdays & Thursdays 1:30pm - 2:15pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



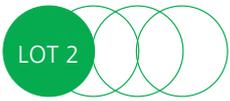
fox & sons

32-34 London Road, Southampton, Hampshire, SO15 2AG

E auctions.southampton@fox-and-sons.co.uk

T 023 8033 8066





- > Non Traditional Three Bedroom Mid Terrace House
- > Requiring Refurbishment & Updating Throughout
- > Suitable For Cash Buyers/Professional Investors Only

12 Mardale Road, Millbrook, Southampton, Hampshire, SO16 9GT

Tenure:

Freehold with Vacant Possession

Location:

Mardale Road is located on a large housing estate of family based properties, being a mix of private and local authority homes. Good access to local amenities and schooling for all age groups can be found nearby.

Accommodation:

GROUND FLOOR: Entrance Porch, Entrance Hallway with Stairs to First Floor, Lounge (disabled wheelchair lift currently installed), Dining Room, Kitchen & Utility Area, Cloakroom/Wet Room.

FIRST FLOOR: Landing, Bedroom One (lift facility to Lounge), Bedroom Two, Bedroom Three, Bathroom, Separate Shower/Wet Room.

OUTSIDE: The front has off road car parking with an enclosed rear garden area.

Agents Note:

The property is a non traditional Reema Hollow Panel home suitable for cash buyers only. The home will also need complete refurbishment and some additional works where it has been adapted for a disabled person in the past. The property also has a lift facility installed from the lounge to the first floor bedroom to accommodate a wheelchair if required. This would need to be removed if not a requirement of the new owner.

EPC: D



Viewing Dates & Times:

Tuesdays & Thursdays 11:00am - 11:30am.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



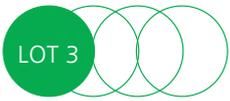
fox & sons

32-34 London Road, Southampton, Hampshire, SO15 2AG

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T 023 8033 8066





- > Three Bedroom Mid Terrace Herbert Collins Property
- > Requiring Modernisation & Upgrading Throughout
- > Making An Ideal Investment Or Speculative Purchase

29 Glebe Court, Highfield, Southampton, Hampshire, SO17 1RH

Tenure:

Possessory Leasehold with Vacant Possession

Lease Details:

The Lease is dated 26th July 1929 for a term of 999 years from 29th September 1928.

Location:

This mid terrace property can be found in a conservation area within the much requested and popular location of Highfield. The property is accessed via a private road from Highfield Lane and is conveniently located for a host of local amenities in Portswood High Street together with easy access to Southampton City Centre which provides a comprehensive array of shopping, leisure and dining facilities. The property is also well placed for travel networks and public transport routes along with schooling for various age groups with Southampton University located approximately 0.4 miles away.

Description:

This three bedroom mid terrace Herbert Collins property is being offered to the market after a long period of single ownership. The property offers spacious and well proportioned accommodation that now requires a programme of general modernisation. Once fully modernised the property will attract a broad spectrum of residential home owners and offers the potential for a significant uplift in value, making this an ideal speculative purchase.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Living Room, Dining Room, Kitchen.

FIRST FLOOR: Landing with Stairs to Loft Space, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Separate WC.

OUTSIDE: Private front and rear gardens, together with Glebe Court residents garden area to front.

Agents Note:

The property is being offered with possessory leasehold title due to the original executed copy of the lease being mislaid, albeit the sellers family have been the owners of the property since the early 1970's.

EPC: D



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Auctioneers.

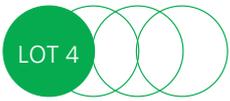


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T 023 8033 8066



- > Large Three Bed Three Reception Mid Terrace House
- > Requiring Full Upgrading & Improvements Throughout
- > Excellent Speculative/Investment For Cash Buyers

8 George Street, Eastleigh, Hampshire, SO50 9BU

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 3rd November 1894 for a term of 1000 years from 1st May 1893.

Location:

George Street is located just north of Eastleigh town centre, yet within easy walking distance of the excellent shopping and amenities found in the town centre. Eastleigh mainline railway station is also nearby along with M27/M3 motorway junctions, making this a very popular residential location.

Description:

This character mid terrace three bedroom three reception house offers excellent size accommodation, being around 1200 sq ft in size. The property will require upgrading however does offer gas central heating (not tested) and some UPVC double glazing. With a strong end resale value, this is a superb investment or speculative project for professionals/cash buyers only.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, Dining Room, Breakfast Room, Kitchen.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

OUTSIDE: The property enjoys a good size rear garden in need of landscaping with rear pedestrian access via the pathway running to the rear of the block.

EPC: D



Viewing Dates & Times:

Tuesdays & Thursdays 10:00am - 10:30am.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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T 023 8033 8066





- > Extended Two/Three Bedroom Terraced House
- > Currently Let On An AST At £9,600 PA
- > Excellent Investment/Landlord Purchase

22 Outer Circle, Alder Moor, Southampton, Hampshire, SO16 5GF

Tenure:
Freehold

Location:
Outer Circle is an established mixed residential area, close to the main Southampton Hospitals and schooling for all age groups. Shopping is available nearby along with a Sainsburys Supermarket and excellent public transport to the local area.

Description:
This extended mid terrace house offers two good size bedrooms with a ground floor extension to the rear giving further potential use as a playroom/further bedroom if required.

Accommodation:
GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, Kitchen, Reception Room/Bedroom Three.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bathroom.
OUTSIDE: The property has a front garden area and an enclosed rear garden.

Tenancy Details:
The property is currently let at £800 PCM on a periodic AST agreement. A copy of the tenancy agreement will be included in the legal pack and all prospective buyers are advised to satisfy any enquiries regarding the status of the tenancy prior to bidding.

Agents Note:
The rear extension is of non standard construction and may require further insulation prior to being used as a further bedroom.

EPC: D



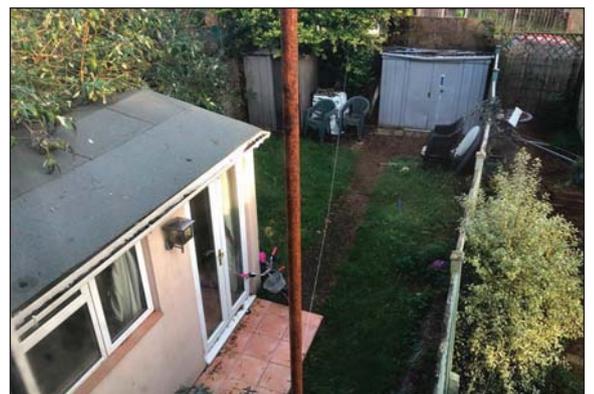
Viewing Dates & Times:

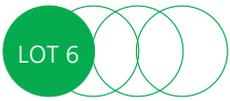
Mondays & Wednesdays 10:30am - 11:00am.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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T 023 8033 8066





- > One Bedroom Ground Floor Purpose Built Maisonette
- > Requiring A Level General Upgrading/Modernisation
- > Making An Ideal Investment Purchase - Cash Buyers

13 Glencarron Way, Bassett, Southampton, Hampshire, SO16 7EF

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 23rd December 1980 for a term of 99 years from 25th March 1980.

Location:

The property can be found in a residential cul-de-sac located within the popular and requested residential area of Bassett. The property is well placed for a range of local amenities found nearby on Winchester Road, together with access to the city centre, various travel networks, Southampton University and schools for various age groups.

Description:

This one bedroom purpose built maisonette offers well proportioned accommodation that requires a level of general upgrading/modernisation, making it an ideal purchase for investment and cash buyers.

Accommodation:

GROUND FLOOR: Private Front Door to Entrance Hallway, Living/Dining Room, Kitchen, Bedroom, Bathroom.

OUTSIDE: The property sits in communal grounds with allocated car parking in the adjoining courtyard to the rear.

EPC: C



Viewing Dates & Times:

Mondays & Wednesdays 11:15am - 11:45am.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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T 023 8033 8066





- > A Two/Three Bedroom End Of Terrace Cottage
- > Requiring Complete Upgrading & Improvements
- > An Ideal Project For Cash/Speculative Buyers

7 Old Pit Terrace, Clandown, Radstock, Avon, BA3 3BE

Tenure:
Freehold with Vacant Possession

Location:
Radstock is a fair size town offering many good local amenities to include schooling, shopping, leisure and entertainment facilities. Located on the northern edge of the town heading towards Bath, the property is well placed to allow access to all the major towns and cities within the local area.

Description:
This end of terrace style cottage will require a good level of modernisation and an improvement to the internal layout, which will greatly enhance the final end residential value. The home offers some double glazing and electric heating and has recently become vacant after many years of being occupied by a Life Tenant.

Accommodation:
GROUND FLOOR: Entrance Hallway, Lounge, Lobby with Stairs to First Floor, Kitchen.
FIRST FLOOR: Landing, Bedroom One with door to Bedroom Two, Bedroom Three with door to Bathroom.
OUTSIDE: The property has an area of enclosed garden to the front enclosed by a low level block wall.

Agents Note:
The property will require a level of modernisation and layout revision to fully enhance the uplift potential in value and will be suited to cash/professional renovation buyers looking for a speculative project.

EPC: G



Viewing Dates & Times:
Strictly by appointment with Allen & Harris Frome.


allen & harris
9 The Bridge, Frome, BA11 1AR
E frome@allenandharris.co.uk
T 01373 462999



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PROPERTY VIEWINGS

Viewings are available on most properties and are usually on an open house basis. The dates and times for these viewings are detailed underneath each lot in the catalogue. There is no need to book, just turn up at the time indicated but please be prompt. Other viewing arrangements will be specified against each lot in the catalogue.



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Most properties require a 10% deposit (£5,000 minimum) to be paid by the successful bidder (note: some deposits may be higher) and is due immediately after bidding, along with our Contract Documentation Charge of £1,000 inc VAT. We accept the following payment methods:



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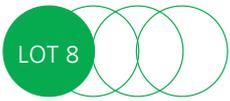
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Please contact the auction department on 023 8033 8066.





- > Grade II Listed Three Bed Three Storey Terraced House
- > Recently Builder Modernised & Req. Finishing Works
- > Ideal Purchase For Property Professionals/Cash Buyers

4 Swindon Street, Highworth, Swindon, Wiltshire, SN6 7AH

Tenure:
Freehold with Vacant Possession

Location:
This Grade II listed three bedroom character property can be found in a conservation area, centrally located within the Market Town of Highworth which lies approximately 6.5 miles north of Swindon. The property occupies a prominent position on one of the main roads into the town centre, which offers an excellent range of amenities along with access to schools of various age groups and travel networks.

Accommodation:
GROUND FLOOR: Entrance Hallway, Rear Entrance Lobby, Inner Hallway with Stairs to First Floor & Basement, Living Room, Dining Room, Kitchen/Breakfast Room, Utility Room, Cloakroom.
FIRST FLOOR: Landing with Stairs to Second Floor, Bedroom Two, Bedroom Three, Family Bathroom.
SECOND FLOOR: Bedroom One with En Suite Shower Room/WC and steps to Study/Dressing Room.
OUTSIDE: Forecourt to front and enclosed courtyard style garden to rear.

Agents Note:
The property has recently undergone a programme of works/modernisation, however some of the works carried out have not been done in accordance with its Grade II listed status. All buyers are advised to inspect the legal pack and take due diligence regarding this matter prior to bidding.



Viewing Dates & Times:
Strictly by appointment with Allen & Harris Highworth.

allen & harris
40A High Street, Highworth, Swindon, SN6 7AQ
E highworth@allenandharris.co.uk
T 01793 762407





- > A Two Bedroom First Floor Maisonette With Parking
- > Requiring Complete Modernisation Throughout
- > Ideal Purchase For Property Professionals & Cash Buyers

139A Millbrook Road East, Freemantle, Southampton, Hampshire, SO15 1HQ

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 22nd April 1983 for a term of 999 years from 26th November 1982.

Location:

The property can be found in the Freemantle area of Southampton and is well placed for the local amenities available in the neighbouring Shirley area, together with convenient access to the City centre and various travel networks.

Description:

This well proportioned two bedroom first floor maisonette requires a programme of complete modernisation and would make an ideal purchase for property professionals/cash buyers.

Accommodation:

GROUND FLOOR: Private Front Door to Entrance Hallway with Stairs to First Floor.

FIRST FLOOR: Landing, Living Room, Kitchen, Bedroom One, Bedroom Two, Bathroom.

OUTSIDE: Garden/off road parking area to rear.

EPC: F



Viewing Dates & Times:

Mondays & Wednesdays 12:45pm - 1:15pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



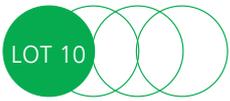
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- > A Second Floor Studio Flat
- > Rental Potential At £6000 PA
- > Suitable For Cash Buyers/Investors Only

Flat 5, 89 Copnor Road, Portsmouth, Hampshire, PO3 5AB

Tenure:
Leasehold

Lease Details:
The Lease is dated 12th October 2006 for a term of 125 years from 29th September 2005.

Location:
This second floor studio apartment is located in a popular residential area within walking distance of local amenities. The location also allows good access to road, rail and bus links to the surrounding areas.

Description:
This converted studio apartment is located on the second floor of this building containing 5 self contained flats. The property will require improvements and would suit cash buyers/professional landlords. Rental income is anticipated to be around £500 pcm - £550 pcm.

Accommodation:
GROUND FLOOR: Communal Entrance Hallway with Stairs to all Floors.
SECOND FLOOR: Front Door into Entrance Hallway, Kitchen, Open Plan Lounge/Bedroom Area, Shower Room.

EPC: C

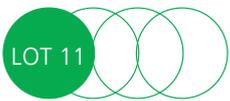


Viewing Dates & Times:
Strictly by appointment with Fox & Sons Portsmouth.



126a London Road, Portsmouth, PO2 9DE
E portsmouth@fox-and-sons.co.uk
T 023 9267 1110





- > A Three Bedroom Mid Terrace House
- > Requiring Upgrading & Improvements
- > Excellent Speculative/Investment Purchase

2 Langbar Close, Bitterne, Southampton, Hampshire, SO19 7JH

Tenure:

Leasehold with Vacant Possession

Lease Details:

Remainder of a 999 year Lease from 29th September 1965.

Location:

Langbar Close is a cul de sac development built around the late 1960's, consisting of mainly three bedroom terraced houses. The area allows easy access to the excellent amenities found in both Bitterne and Woolston, with central Southampton also being a short drive away by car.

Description:

A modern three bedroom mid terrace house with integral single garage, requiring a level of refurbishment and improvements. An ideal purchase for both capable owner occupiers, speculative and investment purchasers.

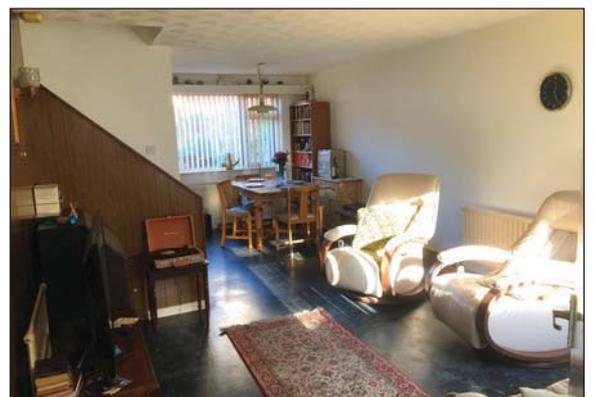
Accommodation:

GROUND FLOOR: Entrance Porch, Open Plan Lounge/Diner with Stairs to First Floor, Kitchen.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

OUTSIDE: Open plan front garden with driveway and access to single integral garage with up & over door. The property also has an enclosed garden to the rear.

EPC: TBC



Viewing Dates & Times:

Tuesdays & Thursdays 12:00 noon - 12:30pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Mixed Commercial & Residential Freehold Investment
- > Producing Annual Income Of £42,000 PA
- > Restaurant, 5 Bed Licenced HMO & 2 Bed Flat

11 Commercial Road, Southampton, Hampshire, SO15 1GF

Tenure:
Freehold

Location:
This mixed commercial and residential investment opportunity is located in Commercial Road, directly opposite the Mayflower Theatre and within walking distance Southampton mainline railway station. Southampton City Centre is also within very close proximity and offers an excellent range of major retail, leisure and employment facilities.

Description:
This freehold investment opportunity is split into a ground floor commercial restaurant/bar, a self contained two bedroom apartment to the rear and a five bedroom licensed HMO to the first and second floors of the main building.

Accommodation:
GROUND FLOOR RESTAURANT: Approx. 110-120 sq m of floor space arranged as Restaurant Area, Internal Storage, Kitchen, WC facilities along with a courtyard area for bin storage to the rear.

11A - First & Second Floor HMO. Accessed from the pavement in Commercial Road with door to First Floor Landing, Bathroom, Kitchen, Room One, Room Two, Stairs from Landing to Second Floor, Room Three, Room Four, Room Five.

11B - Accessed from the rear courtyard with pedestrian access gate from the rear walkway. External Wrought Iron Stairs to Entrance Hall, Kitchen, Lounge, Shower Room, Bedroom Two (option to have as 2 small single bedroom as it has 2 entrance doors), Bedroom One.

Tenancy Details:
Commercial Restaurant - Let on a 15 year commercial lease at £18,000 PA subject to 3 yearly rent reviews and £500 PA maintenance contribution to the main building. (2018 rent review not commenced).

11A (5 Bedroom HMO) - Let for 3 years on an AST agreement from 9th April 2019 until 8th March 2022 for £14,400 PA.

11B (2 Bedroom Apartment) - Let on an AST agreement for 3 years from 26th September 2019 until 25th August 2022 at £9,180 PA.

Tenants are liable for all bills and council tax payments.

EPC: 11 (Restaurant): B (48), Flat 11A: D & Flat 11B: E



Viewing Dates & Times:

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- > Approx. 0.77 Acres Of Freehold Land
- > Strategic/Long Term Investment Opportunity
- > Mixed Residential/Commercial/Leisure Area

Plot A, Carters Meadow, off Charlton Road, Charlton, Andover, SP10 4AF

Tenure:
Freehold

Location:
Charlton is on the northern edge of Andover with good access to the A303, A338 and A34. Within Charlton you will find a good level of local amenities and the site is within a short drive of the main town centre of Andover.

Description:
Plot A is around 0.77 acres and adjoins Charlton Lakes. The plot can be found by turning into the access road to Andover Gymnastics Club and The Salto Centre. Proceed along the roadway with the Centre on your left hand side and the land can be found on the right hand side of the access road (indicated area being sold by the indicative red line plan).

Agents Note.:
The site represents around 0.77 Acres of land which may well suit long term strategic land investors looking for a purchase that may offer some future residential/commercial opportunity. The land is being sold with a planning overage clause requiring a payment of 20% of the uplift in value resulting from any planning permission gained within a 20 year period. All potential buyers are advised to have inspected the Auction legal Pack for this information along with any additional fees payable under the contract to the sellers. Buyers are also advised to have satisfied all enquiries over the current status of the land along with any planning permissions that may be required for use of the land, prior to bidding.

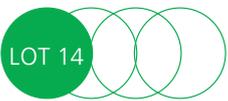


Viewing Dates & Times:
Any reasonable time on site during daylight hours.



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- > Newly Converted Two Bed Ground Floor Apartment
- > Centrally Located & Modernised To A High Specification
- > An Ideal Investment Offering An Attractive Yield Return

Flat 1 Central House, Church Street, Yeovil, Somerset, BA20 1HE

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease will be 125 years from 7th February 2017.

Location:

The property can be found within the heart of Yeovil town centre and is well placed for the abundance of shopping, leisure and dining facilities that are readily available. Convenient connections to public transport routes and access to various travel networks are also available in the area.

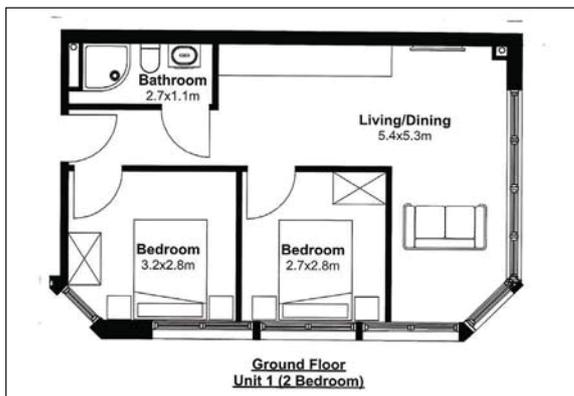
Description:

This well appointed new two bedroom ground floor apartment has been recently modernised to a high specification and is being sold with the benefit of a 10 year structural warranty, making it an ideal ready to go buy to let investment opportunity offering an attractive yield return.

Accommodation:

GROUND FLOOR: Communal Entrance Door with Security Entry Phone System, Communal Entrance Hallway with Stairs to all Floors. Front Door to Entrance Hallway, Open Plan Living/Dining Room/Kitchen, Bedroom One, Bedroom Two, Shower Room/WC.
OUTSIDE: Storage unit located in the basement.

EPC: D

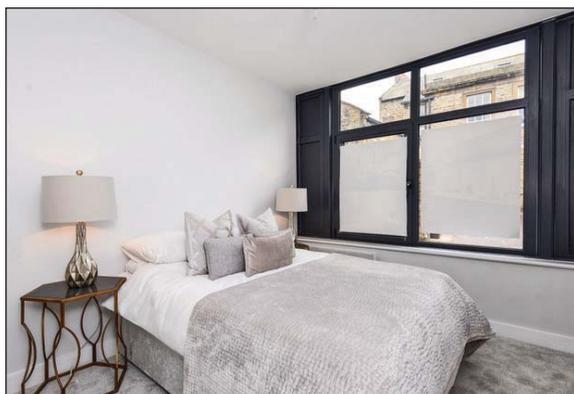


Viewing Dates & Times:

Strictly by appointment with Fox & Sons Yeovil.



14 Princes Street, Yeovil, BA20 1EW
E yeovil@fox-and-sons.co.uk
T 01935 412100





- > A First Floor Converted Studio Apartment
- > Offered In Reasonable Condition - Let On AST
- > An Ideal Investment Buy In A Central Location

Flat 6, 30 Howard Road, Shirley, Southampton, Hampshire, SO15 5BN

Tenure:
Leasehold

Lease Details:
The Lease is dated 20th December 1988 for a term of 99 years from 16th December 1988.

Location:
This studio apartment can be found in the popular residential and investment area of Shirley, which boasts a good range of amenities together with schooling for various age groups. The property is equally well placed for access to travel networks and the Southampton City Centre which provides a comprehensive array of shopping, leisure and dining facilities.

Accommodation:
GROUND FLOOR: Communal Entrance Hallway with Stairs to all Floors.
FIRST FLOOR: Front Door to open plan Living/Kitchen/Bedroom area, Shower Room/WC.

Tenancy Details: The flat is currently let on an AST agreement at £425 pcm. A copy of the tenancy agreement will be included in the legal pack and all prospective buyers are advised to have satisfied any enquiries regarding the status of the tenancy prior to bidding.

EPC: D



Viewing Dates & Times:

Mondays & Wednesdays 12:05pm - 12:30pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > A Three Bedroom End Of Terrace House
- > Requiring Modernisation & Upgrading
- > Ideal Purchase For A Broad Spectrum Of Buyers

30 Elizabeth Road, Waterlooville, Hampshire, PO7 7LX

Tenure:

Freehold with Vacant Possession

Location:

This three bedroom end of terrace property can be found within an established residential area which is well placed for schooling for various age groups and local amenities, together with convenient access to the centre of Waterlooville and travel networks.

Description:

This three bedroom end of terrace property offers well proportioned accommodation and whilst requiring a level of modernisation, also benefits from UPVC double glazing and gas central heating.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Claokroom, Lounge/Dining Room, Kitchen.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

OUTSIDE: The property offers front and rear gardens with car port and vehicular access to the rear.

EPC: D



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Waterlooville.



81b London Road, Waterlooville, PO7 7ES
E waterlooville@fox-and-sons.co.uk
T 023 9226 2447





- > Detached Residential Care Home On Circa 0.5 Acre
- > Pot. For Various Commercial/Residential Uses (STPP)
- > Ideal Commercial, Investment & Speculative Purchase

Sailaway, Main Road, Bosham, Chichester, West Sussex, PO18 8PH

Tenure:
Freehold with Vacant Possession

Location:
The property can be found in a semi rural location and is situated on the edge of the historical harbour side village of Bosham. Chichester lies approximately 4 miles to the east and offers a broad range of shopping, leisure and dining facilities together with numerous attractions and points of interest. The property is set back from Main Road (A259) with partial views of the Bosham Channel and is well placed for convenient access to travel networks to include the A27 and the nearby Bosham Railway Station.

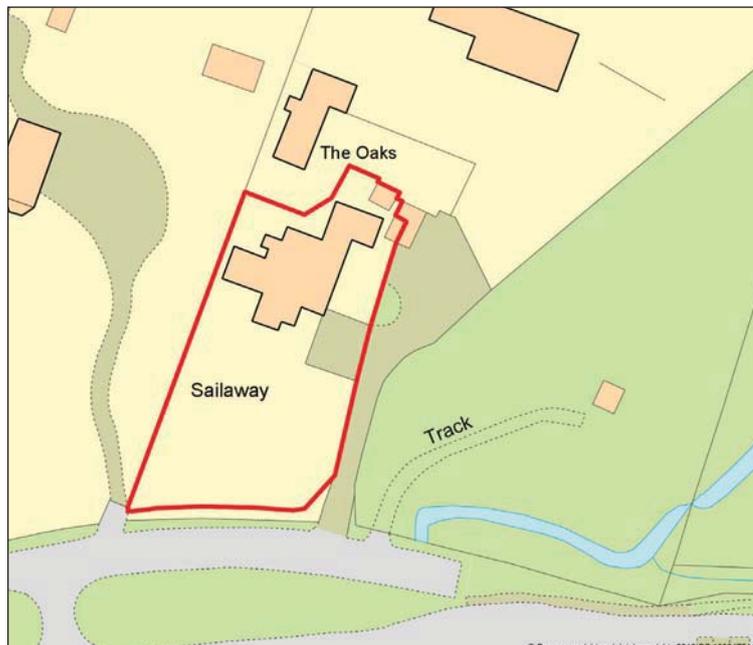
Description:
This substantial and heavily extended residential care home is located on approximately 0.5 acres of land and is registered for 18 residents. The property comprises of 15 bedrooms (3 shared) with a number of those provided with ensuite facilities, together with communal rooms and service facilities. The property offers various uses within its current commercial classification together with the potential for other commercial uses (subject to change of use) or residential redevelopment (subject to planning permission).

Accommodation:
GROUND FLOOR: Reception Lobby with Stairs to First Floor, Bedroom 5/6 (Shared Room), Residents Dining Room, Residents Lounge, Sun Room, Kitchen, Staff Bedroom/Bedroom 1, Bedroom 2 with En Suite Shower/WC, Bedroom 3, Bedroom 4, Communal Bathroom/WC, Separate WC, Inner Hallway, Bedroom 7/8 (Shared Room) with En Suite WC, Office, Laundry Room, Shower Room/WC, Bedroom 19 with En Suite WC, Bedroom 20 with En Suite WC, Inner Hallway, Bedroom 9, Bedroom 10, Bedroom 11 with En Suite WC, Bedroom 12 with En Suite WC.
FIRST FLOOR: Landing, Bedroom 13/14 (Shared Room), Bedroom 15, Bedroom 16, Bedroom 17, Bedroom 18 with En Suite WC, Bathroom/WC.
OUTSIDE: Extensive and mature garden area to front with off road parking to the side together with outbuildings and courtyard areas to rear.

EPC: TBC



Viewing Dates & Times:
Strictly by appointment with Fox & Sons Auctioneers.




fox & sons
32-34 London Road, Southampton, Hampshire, SO15 2AG
E auctions.southampton@fox-and-sons.co.uk
T 023 8033 8066





- > Single Building Plot With Full Planning Permission
- > For A Large Three Bed Two Reception Detached Chalet
- > An Excellent Small Builder/Self Build Project

Building Plot at 276 Aldwick Road, Bognor Regis, West Sussex, PO21 3QH

Tenure:
Freehold

Location:
The plot currently forms part of the garden of 261 Aldwick Road and will enjoy its own private access. When turning into Margaret Close, take the first left into the side road where the plot is then located at the hammer head on the left hand side.

Description:
This building plot has planning for a circa 1600 sq ft chalet style family home offering very well spaced living accommodation. The plot would prove to be an excellent speculative or self build project, with a strong end sale value for the property once built.

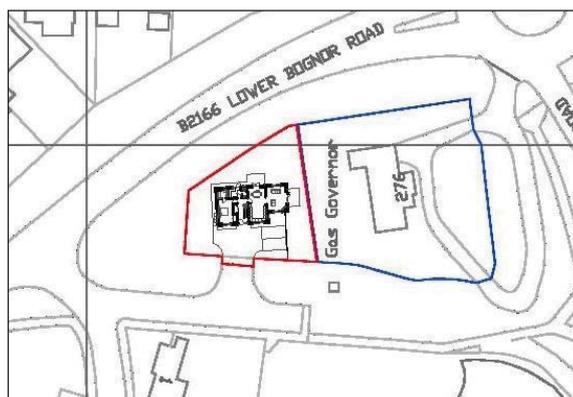
Accommodation (Based on approved planning):
GROUND FLOOR: Reception Hallway with Stairs to First Floor, Cloakroom, Utility Area, Bedroom Two (Double) with En Suite Bathroom, Open Plan Kitchen/Dining Room, Family Lounge.

FIRST FLOOR: Landing, Family Bathroom, Bedroom One (Large Double) with En Suite Dressing Room and En Suite Cloakroom.

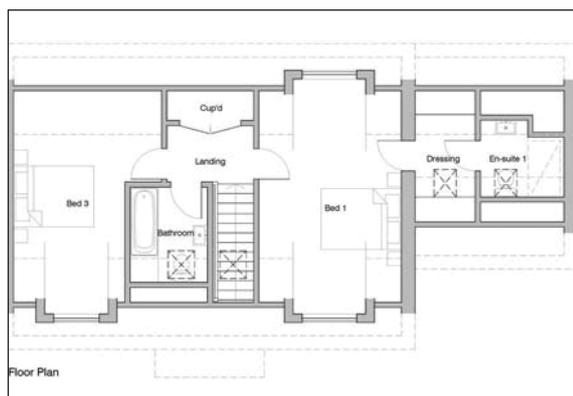
OUTSIDE: Gardens to be landscaped in accordance with planning permission, with two allocated car parking spaces.

Planning Details:
Planning permission was granted by Arun District Council under application number AW/28/19/PL dated 9th October 2019, subject to conditions and payment of an Access Management Contribution of £817 (payable by developer/purchaser of the site). All potential buyers are advised to have satisfied all enquiries over the planning consent and conditions, along with the path, capacity and availability of any required services, prior to bidding.

Agents Note:
Viewings of the plot are strictly by appointment and no persons are to access the site without the permission of the auctioneers and one of their agents being in attendance.



Viewing Dates & Times:
Strictly by appointment with Fox & Sons Auctioneers.



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- > Three Bedroom Three Reception Detached House
- > Let To A Protected Tenant Of Over 40 Years
- > Strictly Cash Buyers/Professional Landlords Only

7 University Road, Highfield, Southampton, Hampshire, SO17 1TL

Tenure:
Freehold

Location:
This detached property is located within immediate walking distance of the main Southampton University Campus. The area of Highfield is one of Southampton's most highly regarded residential locations and this property would suit professional landlords/cash buyers only.

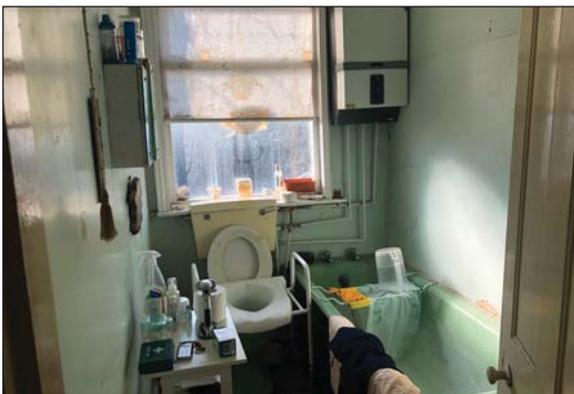
Description:
A detached three bedroom two reception family sized house presently occupied by a Protected Life Tenant who has been in residence for over 40 years. The property will require complete refurbishment and some immediate repairs. Due to the nature of the tenancy, this property is suited to professional/cash buyers only.

Accommodation:
GROUND FLOOR: Side Entrance Hallway with Stairs to First Floor, Lounge, Breakfast Room, Kitchen, Rear Reception Room.
FIRST FLOOR: Split Level Landing, Bedroom One (Front), Bedroom Three, Bathroom, Bedroom Two (Rear).
OUTSIDE: The property has a small garden area to the front with side pedestrian access to a rear garden which has become overgrown and requires cultivation.

Tenancy Details:
The property is occupied by a Life Tenant who has been in occupation for around 40 years. This tenancy is now considered a Protected Tenancy, although would not appear to have been registered with the Rent Office. The current rent is £936 pa.

Agents Note: The property is now in need of complete and comprehensive refurbishment, with some immediate repairs required. The property is only suitable for professional landlords/cash buyers who specialise in protected tenancies.

EPC: TBC



Viewing Dates & Times:
Strictly by appointment with Fox & Sons Auctioneers.

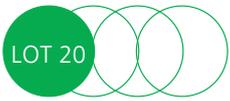
PLEASE RESPECT TENANTS RIGHTS TO PRIVACY AT ALL TIMES.



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T 023 8033 8066





- > Land Providing Off Road Parking & Vehicular Access
- > Located Close To Town Centre & Travel Networks
- > Ideal Purchase For Residents, Commuters & Investors

Land to the south side of Frances Road, Bournemouth, Dorset, BH1 3RZ

Tenure:

Freehold with Vacant Possession

Location:

This area of land can be found adjacent to and to the rear of no. 4 Frances Road, which is located in the popular residential and investment area of East Cliff. The area is well placed for access to various travel networks and amenities available in Boscombe, along with Bournemouth town centre, the beach front and other attractions.

Description:

This parcel of land provides an off road parking facility, ideally located for local residents and commuters with numerous apartment conversions, commercial buildings and student halls found in the area. The land provides access to a number of properties located to the rear of 4 Frances Road, with further potential to provide rear access to a number of properties located in St Swithuns Road. An ideal purchase for personal users and investors alike.

Agents Note:

We have been advised by the seller that the land was previously rented to local residents at £480 pa.



Viewing Dates & Times:

Any reasonable time on site during daylight hours.

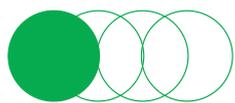
PLEASE RESPECT NEIGHBOURS RIGHTS TO PRIVACY AT ALL TIMES.



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EARLY AVAILABILITY ANNOUNCEMENT - GUIDE PRICE £400,000 PLUS



- > Unique Mixed Use Residential & Commercial Lot
- > B2 Commercial Workshop & Residential Mobile Home
- > Semi Rural Location In Favoured West Ashling

Land & Workshop adj. to 2 Clearwater, Ratham Lane, West Ashling, Chichester, West Sussex, PO18 8DL

Tenure:
Freehold with Vacant Possession

Description:
This unique mixed residential and commercial site is being offered to the market exclusively through Fox & Sons Auctioneers. The site will be offered Freehold, subject to rights of access and is indicated by the red line plan shown below. Located within one of the areas more desired semi rural locations, this would make a superb investment for any purchaser looking for a rare 600 sq ft B2 Industrial Workshop along with the opportunity to reside & provide on site a mobile home measuring approximately 32 x 20 ft (on a permanent residential basis), with provisions for garden space and additional car parking. In addition to this, you will also have use of a large enclosed grassed area which in itself has planning for a variety of uses, to include the storage of plant machinery, lorry bodies, vehicle storage or indeed to be used as a large paddock/garden area. To the rear of the residential mobile home plot sit two brick built washrooms with wash areas and WC facilities. This area also has consent for additional storage/use of residential caravans, subject to restrictions.

Accommodation:
DETACHED WORKSHOP: This steel framed workshop has been granted B2 use under a Certificate of Lawful Use by Chichester District Council under application number FU/19/00463/ELD dated 23rd September 2019. The barn has light & power supplied and represents a superb and unique chance for a self employed person to acquire rare workshop space in this location, with rights to reside on site and full residential use without restrictions.

RESIDENTIAL MOBILE HOME PLOT: The lawful use certificate also enables a mobile home to be used on a full residential basis and provisions for a 32 x 20 ft mobile home unit. In addition to this, the adjacent two plots can provide garden space and further off road car parking opportunity for both the commercial and residential parts.

PADDOCK: The lot will also provide an enclosed grassed paddock which would make a fabulous garden addition to the site. This section of ground also has the benefit of various planning permissions which allow storage use for Lorry Bodies, Plant Machinery, Materials and unlimited storage of vehicles.

Agents Note: The red line plan shown is for guidance purposes only and must not be relied upon as an exact position of boundaries.



Viewing Dates & Times:
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- > Three Bed Two Reception Semi Detached House
- > Requiring A Programme Of General Modernisation
- > Making An Excellent Speculative/Investment Purchase

8 Malling Hill, Lewes, East Sussex, BN7 2RL

Tenure:

Freehold with Vacant Possession

Location:

Malling Hill is a popular residential location with a good balance of family size homes. The property is sat on an elevated position with views over the historical County Town of Lewes from the upper floor windows. The area offers good local amenities, public transport and schooling.

Description:

This family sized three bedroom two reception house will require a good level of modernisation and upgrading, making it an ideal speculative purchase for cash based buyers. The property may also represent an excellent opportunity to extend the current accommodation (subject to relevant planning/building regulation consents).

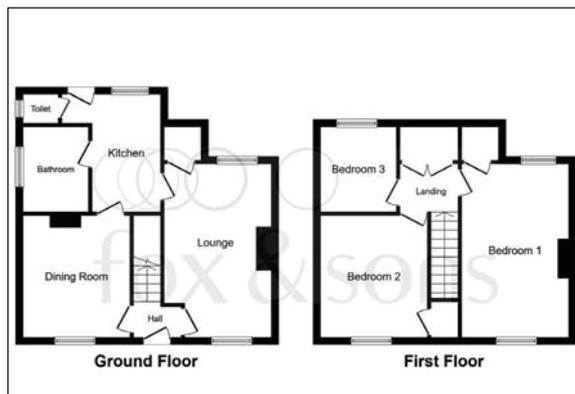
Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Living Room, Dining Room, Kitchen, Bathroom, Separate WC.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three.

OUTSIDE: Garden to front with side access leading to a rear garden.

EPC: E



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Lewes.



192 High Street, Lewes, BN7 2NS
E lewes@fox-and-sons.co.uk
T 01273 476378





- > Older Style Three Bed Detached House On Corner Plot
- > Requiring Complete Modernisation & Possible Repair
- > Development Potential (STPP) - Cash Buyers Only

135 Sterte Road, Poole, Dorset, BH15 2AF

Tenure:
Freehold with Vacant Possession

Location:
The property can be found in a popular residential which is well placed for local amenities and schooling for various age groups. Travel networks can be found in the area along with access to the main centre of Poole with its excellent shopping facilities, harbour and ferry service.

Description:
This older style three bedroom detached house sits on a good size corner plot and requires a programme of modernisation and possible repair. The property also offers the potential to extend or re-develop (STPP) making this an ideal purchase for property professionals and cash buyers.

Accommodation:
GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Living Room, Dining Room, Kitchen, Utility Area, Bathroom.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three.
OUTSIDE: The property sits on a generous plot that surrounds all aspects of the property with off road parking to the side elevation.

Agents Note:
The plan shown is for guidance purposes only and must not be relied upon. Prospective buyers are advised to view the legal pack to clarify the exact boundaries of what is being sold, prior to bidding.

EPC: F



Viewing Dates & Times:
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- > One Bed Top Floor Apartment With Garage
- > In Reasonable Decorative Condition Throughout
- > Currently Let On An AST At £575pcm - 10.6% Yield

Flat 5 Bartlett House, Woodside Road, Portswood, Southampton, SO17 2GB

Tenure:

Flat - Leasehold & Garage - Freehold

Lease Details:

The Lease is dated 16th November 1966 for a term of 99 years from 24th June 1966.

Location:

The property can be found in Woodside Road, which is well placed for the abundance of amenities located in Portswood High Street, together with convenient access to the city centre and various travel networks.

Accommodation:

GROUND FLOOR: Communal Entrance Hall with Stairs to all Floors.

SECOND FLOOR: Front Door into Lounge/Dining Room, Kitchen, Bedroom with En Suite Bathroom.

OUTSIDE: Single freehold garage numbered 5, in a block located to the rear of the building.

Tenancy Details:

The property is let on a periodic AST at £575 pcm. A copy of the tenancy agreement will be included in the legal pack and all prospective buyers are advised to satisfy any enquiries regarding the status of the tenancy prior to bidding.

EPC: TBC



Viewing Dates & Times:

Mondays & Wednesdays 3:00pm - 3:30pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Three Bedroom Semi Detached House
- > Requiring Some Upgrading & Improvements
- > Excellent Speculative/Investment Purchase

3 Poplar Road, Merry Oak, Southampton, Hampshire, SO19 7LT

Tenure:
Freehold with Vacant Possession

Location:
Poplar Road is on the fringe of both Bitterne and Merry Oak and is a road with established residential family homes. The area allows access to Bitterne Precinct with its excellent amenities along with Southampton City Centre which is accessible by public transport or by car. Schools for all age groups can also be found in the immediate area.

Description:
An older style three bedroom semi detached house requiring some further improvements and decorations, making an excellent purchase for a motivated owner occupier, speculative or investment buyer.

Accommodation:
GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, WC, Kitchen, Bathroom.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three.
OUTSIDE: The property has an enclosed front garden with side gate access to a good size enclosed rear garden.

EPC: TBC

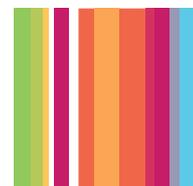


Viewing Dates & Times:
Tuesdays & Thursdays 12:45pm - 1:15pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.


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T 023 8033 8066



Your Guide to Buying at Auction



Buying at auction has become a far popular way, with many clients purchasing their first auction properties. We have therefore drawn up some basic guidelines to ensure that our clients maximise their experiences and take advantage of such a wide variety of properties available in one auction venue.

Our auction specialists have created a list of auction do's and don'ts. If you have any questions, please do not hesitate in calling your local auction centre, where a member of the auction team will be more than happy to help.

DO'S

DO think ahead. Sequence Group holds regular auction sales with a catalogue printed some weeks in advance. For your copy please contact our catalogue hotline.

DO go through the catalogue carefully. We are proud of our selection of properties, each of which carries a brief description. Read our details thoroughly and identify the properties you are interested in.

DO investigate what the property is likely to fetch. The Auctioneers usually give a guide price but this may not necessarily be an indication of what the property may sell for.

DO go and have a look around any property you are interested in. You will see the viewing arrangements in the catalogue. Simply ring your local auction centre, or the local agent, as indicated.

DO take legal advice. Buying at auction is a firm commitment and carries the same legal implications as a signed contract by private treaty. Legal Packs are available on our website free of charge.

DO read the Important Notice to be Read by ALL Bidders. This is printed in the catalogue.

DO get a copy of the Addendum Sheets. These are distributed around the auction room. These contain any late amendments, information or alterations.

DO plan ahead if you need mortgage assistance. We offer free advice through our own Sequence branches, but buyers should consult them well in advance, in anticipation of coming to future auctions.

DO leave time to get a survey done, if required. Your mortgage finance may be reliant on the results, not to mention your peace of mind.

DO organise your deposit before the auction. We ask for a 10% (minimum £5,000) deposit, once the Hammer falls to you, payable at the same time you sign the contracts. Your Bank needs to be made aware that a large payment will be taken by debit card. We no longer accept cheques. The balance of the monies is to be paid to your own solicitor before the completion date.

DO Remember to bring the means to pay the **CONTRACT DOCUMENTATION CHARGE** of typically £1,000.00 (inc. VAT) for each Lot purchased.

DO feel free to enquire about offering prior. It is possible that in some instances the seller may agree a sale prior to auction.

DO make sure the Auctioneers have your bid, by clearly indicating with your bidders paddle.

DON'TS

DON'T forget to pre arrange your finances, such as mortgage, cash or bridging finance.

DON'T forget to leave plenty of time to arrive at the auction, so you can register to bid and obtain your bidders paddle.

DON'T be late into the auction room, this will give you chance to see how the auction is conducted watch other lots being sold.

DON'T come without identification. We will need some proof of identity when you pay your deposit. **IF YOU DO NOT HAVE ID YOU CANNOT BID.**

DON'T forget your debit card, you will need it to pay the deposit and Contract documentation charge.

DON'T assume that all properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction. Check with us the day before the auction to clarify the latest position.

DON'T leave the insurance to sort out later. The property becomes the buyers insurable risk as soon as the hammer falls.

DON'T panic. Our auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.

DON'T worry if you are unable to attend. You can buy a property at our auction by telephone or by proxy if prior arrangements have been made.

DON'T give up if the lot you are bidding for fails to make its reserve as it may be that the seller will decide to accept your bid later. Make sure you leave your details with us should this happen.

DON'T lose track of the lot numbers, some of the properties sell very swiftly.

DON'T expect long drawn out formalities. We shall have your copy of the contract made up very soon after the hammer falls. Simply tell our staff your personal details, sign the contract, pay your deposit and contract documentation charge, and you will receive the Memorandum of Sale there and then!

DON'T let people put you off the idea of buying at auction. With the right forward planning and research you will find an auction a speedy and simple way of buying a property.



- > Well Proportioned Three Bed Semi Detached House
- > Requiring Some Cosmetic Upgrading
- > Making An Ideal Investment & Residential Purchase

3 New Houses, Lowden, Chippenham, Wiltshire, SN15 2BN

Tenure:

Freehold with Vacant Possession

Location:

The property can be found in an established residential area that is well placed for local amenities and schooling for various age groups. Chippenham town centre is located approximately one mile away, along with various travel networks including the M4 motorway which is approximately 5 miles from the property.

Description:

This three bedroom semi detached house boasts well proportioned accommodation requiring a level of cosmetic upgrading, although current benefits include gas central heating and UPVC double glazing.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Cloakroom, Open Plan Lounge/Diner, Kitchen.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

OUTSIDE: The property is provided with sizeable front and rear gardens, with the front providing off road parking for several cars.

Agents Note:

The property is currently tenanted on an AST agreement at £850 pcm, with the tenants due to vacate on 2nd December 2019.

EPC: D



Viewing Dates & Times:

Strictly by appointment with Allen & Harris Chippenham.



37 Market Place, Chippenham, SN15 3HT
E chippenham@allenandharris.co.uk
T 01249 655255





- > Freehold To Inc. Ground/First Floor Three Bed Maisonette
- > Req. Refurbishment Throughout With Various Potentials
- > An Ideal Investment Purchase For Holiday/Private Lets

Flat 1 Myrtle House, High Street, Porlock, Minehead, Somerset, TA24 8PT

Tenure:

Freehold with Part Vacant Possession -
Top Floor Flat sold on 999 year Lease from 1st January 1988, paying £25 pa ground rent

Location:

The property can be found within the heart of the picturesque coastal village of Porlock which forms part of the Porlock Vale, located within the stunning Exmoor National Park and lying approximately five miles west of Minehead. The property is situated just set back from the High Street making it ideally placed for its abundance of tearooms, restaurants, cafes and shops.

Description:

This Freehold interest comprises a spacious three bedroom maisonette with accommodation over the ground and first floors of this detached property. The property requires modernisation throughout whilst offering various potentials including the conversion of the ground and first floors to form two separate flats (subject to necessary consents). Once fully modernised the property would be ideal for private or holiday letting purposes, making it an ideal investment and speculative purchase. The top floor flat has been sold on a 999 year lease.

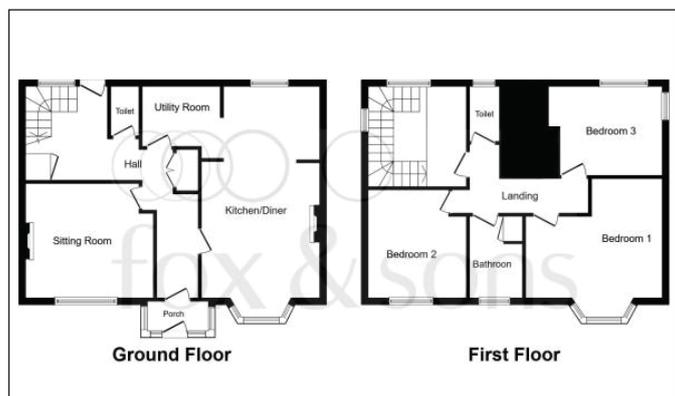
Accommodation:

GROUND FLOOR: Entrance Porch, Entrance Hallway with Stairs to First Floor, Living Room, Kitchen/Diner, Utility Room, WC.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Separate WC.

OUTSIDE: Surrounding gardens with rear courtyard area.

EPC: F



Viewing Dates & Times:

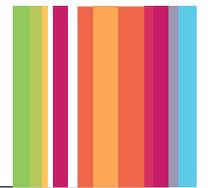
Strictly by appointment with Fox & Sons Minehead.



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LEGAL DOCUMENTS

You will be able to view and download the Legal Pack for any property you are interested in. If the Legal Pack is unavailable you can register your interest and we will inform you when it is published.



VIEWINGS

You will be able to view each lot prior to auction. Most viewings are conducted on an open house basis either through the auction department or our local branch.



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Save time at the auction and pre-register by filling in either the form on page 6 or by printing the form from our website www.foxandsonsauctions.co.uk and bring along the proof of identification documents as laid out on page 5.



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- > Det. Property Comprising 2 x 3 Bed C4 Maisonettes
- > Potential To Extend (STPP) & Enhance Accommodation
- > Part Let (50%) On AST Agreements At £15,480 PA

154 & 156 Milton Road, Polygon, Southampton, Hampshire, SO15 2HW

Tenure:

Freehold with Part Vacant Possession

Location:

The property can be found in the popular Polygon area of Southampton, which is ideally located to attract both private and student tenants. The area is well placed for the amenities available in the vibrant Bedford Place area together with convenient access to various travel networks. Southampton City Centre is also nearby providing a comprehensive array of shopping, leisure and dining facilities.

Description:

This detached property comprises 2 separate three bedroom maisonettes, each forming the ground and upper ground floor of the property. Both maisonettes are Licenced C4 HMO's for three sharers per property and are currently part let on a room by room basis with 50% occupancy. The property offers various potentials, with the option to create en suite bedrooms and to create further accommodation within the roof space and the side elevation (STPP), all of which will raise the rental income significantly.

Accommodation:

UPPER GROUND FLOOR: 154 – Front Door to Entrance hallway, Living/Communal Room, Kitchen, Bedroom One, Bedroom Two, Bedroom Three, Shower Room/WC.
UPPER GROUND FLOOR: 156 – Front Door to Entrance Hallway with Stairs to Ground floor.

GROUND FLOOR: Living/Communal Room, Kitchen, Bedroom One, Bedroom Two, Bedroom Three, Shower Room/WC.

OUTSIDE: Forecourt area to front with substantial garden areas to the rear and side elevations. There is also an additional area that provides vehicular and rear pedestrian access to number 156 from Wilton Avenue.

Tenancy Details:

The properties are currently part let on AST agreements on a room by room basis at £1,290 pcm, having previously achieved circa £2,560 pcm (£30,720 pa) when fully let. Rents are as follows:

154 Milton Road:

Room 1 - Let on a periodic AST at £400 pcm.

Room 2 - Let on a periodic AST at £450 pcm.

Room 3 - Vacant

156 Milton Road:

Room 1 - Vacant

Room 2 - Vacant

Room 3 - Let on a periodic AST at £440 pcm.

Copies of these tenancy agreements will be included in the legal pack and all prospective buyers are advised to satisfy all enquiries regarding the status of the tenancies prior to bidding.

EPC: TBC



Viewing Dates & Times:

Mondays & Wednesdays 1:30pm - 2:10pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



fox & sons

32-34 London Road, Southampton, Hampshire, SO15 2AG

E auctions.southampton@fox-and-sons.co.uk

T 023 8033 8066





- > Attractive Three Bed Three Recep. End Of Terrace House
- > Requiring A Level Of Modernisation & Upgrading
- > An Ideal Investment Buy In Central Location

9 Fitzhugh Place, Polygon, Southampton, Hampshire, SO15 2JG

Tenure:

Freehold with Vacant Possession

Location:

The property forms part of a terrace of attractive character properties located within the cul de sac of Fitzhugh Place, which is well placed for the abundance of local amenities provided in the nearby Bedford Place area. Southampton City Centre is also nearby offering a comprehensive array shopping, leisure and dining facilities.

Description:

This attractive end of terrace character property has historically been used by its current owner for room by room rental purposes and is now being offered with vacant possession, with the potential for further HMO use (subject to obtaining required consents), whilst offering the option for other forms of investment useage. The property requires a level of general modernisation and boasts well proportioned accommodation to include three good sized bedrooms, three reception rooms, gas central heating and UPVC double glazing.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, Dining Room, Kitchen, Shower Room, Separate WC, Annexe/Reception Room Three with En Suite Shower/WC.

FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three.

OUTSIDE: The property has an open forecourt area to the front together with enclosed courtyard areas to its side and rear elevations.

Agents Note: Prospective buyers are advised to satisfy any enquiries regarding the historical and future use of the property, prior to bidding.

EPC: D



Viewing Dates & Times:

Mondays & Wednesdays 2:15pm - 2:45pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Detached Three Bed Chalet Style Family Home
- > Requiring Refurbishment Throughout
- > Impressive 50ft Workshop/Garage To Rear

Pamona, 3 Laxton Close, Sholing, Southampton, Hampshire, SO19 9JA

Tenure:

Freehold with Vacant Possession

Location:

Laxton Close is a small close of both modern and older style family homes. Located off of Upper Weston Lane, the property is well placed for local amenities, recreational facilities and schooling for all age groups. Southampton City Centre is also only a short drive away by car.

Description:

A detached three bedroom chalet style bungalow offering flexible accommodation for a growing family. The true bonus of this property is the extensive garage/workshop to the rear which would prove to be an invaluable asset to any self employed business person or a buyer with a hobby/need for workshop/garage facilities.

Accommodation:

GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Bedroom Two, door to Rear Hallway, Family Lounge, Bedroom One, Rear Hallway with WC, Bathroom, Kitchen.

FIRST FLOOR: Small Landing Area, Shower Room with WC, Bedroom Three.

OUTSIDE: The property has an enclosed front garden area with side way leading to a large enclosed rear garden with workshop/garage. The workshop offers two useable areas measuring 25'4 x 11'5 & 26'3 x 11'4.

EPC: TBC



Viewing Dates & Times:

Tuesdays & Thursdays 2:30pm - 3:15pm.

OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Excellent Brick Built Storage Unit
- > Ideal For Tradesman/Office/Storage
- > Superb Road Frontage Exposure

46A Paynes Road, Freemantle, Southampton, Hampshire, SO15 3BZ

Tenure:

Freehold with Vacant Possession

Location:

46A Paynes Road is located in a busy mixed commercial and residential area with excellent road frontage for exposure to the public. The area is well served by public transport and permit parking areas.

Description:

This storage unit was once part of the cell block and admin office for the local Police station and has been used for storage purposes for well over 13 years. The property is rated for Business Rates purposes and would make an excellent store/office for a growing business or local tradesman.

Accommodation:

GROUND FLOOR: Entrance Vestibule and Entry into Main Storage/Office area being around 21'8 x 15'8. The property also has a WC and Hand Basin along with electricity supply (no services have been tested for valid/working connections).

Agents Note:

The property has a tiled pitched roof and is brick built with a wooden floor. The eaves area may well provide for a mezzanine level or offer potential for further space/development, subject to any required consents.

The property has a rateable value of £790 based on 34.3 sq m.



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Auctioneers.



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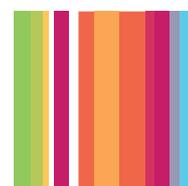
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Results

24th October 2019



Lot	Address	Result
1	43 Sutherland Road, Southsea, Hampshire	SOLD FOR £156,000
2	20 Sheldrake Gardens, Lordswood, Southampton, Hampshire	SOLD FOR £186,000
3	21 Jex-Blake Close, Southampton, Hampshire	SOLD PRIOR TO AUCTION
4	1 Cherry Pie Lane, Sparkford, Yeovil, Somerset	POSTPONED
5	92 Avenue Road, Portswood, Southampton, Hampshire	SOLD FOR £163,000
6	Garage No. 32 Spinnaker House, Waterside, Hythe, Hampshire	SOLD FOR £10,250
7	14 Colmer Road, Yeovil, Somerset	WITHDRAWN POST
8	108A Ringwood Road, Totton, Southampton, Hampshire	SOLD PRIOR TO AUCTION
9	62 Firgrove Road, Freemantle, Southampton, Hampshire	WITHDRAWN POST
10	Flat 10, Eliza Court, 44 Westby Road, Bournemouth, Dorset	SOLD AFTER AUCTION
11	Building Plot at Dean Field, Forge Road, Kingsley, Bordon, Hampshire	SOLD FOR £154,500
12	73 Brookers Lane, Gosport, Hampshire	SOLD FOR £209,000
14	Flat 1 Myrtle House, High Street, Porlock, Minehead, Somerset	RE-ENTRY TO A FUTURE AUCTION
15	47 Morris Road, Polygon, Southampton, Hampshire	SOLD PRIOR TO AUCTION
16	4 x Garages at Knyveton House, 2 Knyveton Road, Bournemouth, Dorset	SOLD PRIOR TO AUCTION
17	Land to the south side of Frances Road, Bournemouth, Dorset	RE-ENTRY TO A FUTURE AUCTION
18	Land/Woodland to north of Bassett Green Road, Bassett, Southampton, Hampshire	SOLD FOR £61,000
19	Flat 16, Pendennis, 7 Derby Road, Bournemouth, Dorset	SOLD AFTER AUCTION
20	16 Maldon Road, Bitterne, Southampton, Hampshire	WITHDRAWN
21	30 Mill Road, Fareham, Hampshire	WITHDRAWN POST
22	Building Plot adj. 9 Westfield Road, Chandlers Ford, Eastleigh, Hampshire	POSTPONED
23	Flat 9 Fairlorne Court, 59 Portchester Road, Bournemouth, Dorset	SOLD FOR £74,500
24	Flat 6, 30 Howard Road, Shirley, Southampton, Hampshire	RE-ENTRY TO A FUTURE AUCTION
25	Henry Ratcliffe Hall,, r/o of 72 Paynes Road, Freemantle, Southampton, Hampshire	SOLD FOR £66,000
26	29 Glebe Court, Highfield, Southampton, Hampshire	RE-ENTRY TO A FUTURE AUCTION
27	135 Sterte Road, Poole, Dorset	RE-ENTRY TO A FUTURE AUCTION

How To Download Auction Legal Packs

1. Go on to our website www.foxandsonsauctions.co.uk
2. On the homepage, click on **'view lots'** next to the Auction sale date – **'view lots'** will be highlighted in bold text.
3. This will then take you to a full list of the properties we have in the Auction. Click on the property address you are interested in.
4. A new screen will open up relating to the property you have chosen. On the right hand side underneath the photos will be an option that says **'View Legal Documents'**.
5. When you click **'View Legal Documents'** you will be taken to a site called Auction Passport. If this is the first time you are using the site it will require you to register with them by clicking on **'click here for a free sign up'**. If you are registered with the site already, you will need to log on.
6. Once you have registered/logged in, if the legal paperwork is available for the property you are interested in, it will be available to download as a PDF document. If not, you will automatically be notified by email when it is available.
7. All legal packs are available to download **free of charge!**

COMMON AUCTION CONDITIONS (EDITION 4) REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included with variation, except where stated:

Glossary

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and 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. They must not be used if other standard conditions apply.

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS). The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

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 appear in small capitals 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 is regulated by a competent UK regulatory authority 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE 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 sold before or after 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.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be dispensed or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

- a) 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 or fails to provide identification as required by the AUCTIONEERS.

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.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

A3.1 All bids are to be made in pounds sterling exclusive of 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.

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

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.

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 (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

Financial Charge

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

General Conditions

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

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, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) 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 schedule of TENANCIES (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 seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, 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 only 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) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);

(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations; and

(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and

(d) 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

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 Where WE hold the deposit as stakeholder WE 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.

A5.8 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.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS.

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 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. The SELLER must discharge FINANCIAL CHARGES 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:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, under the Land Registration Act 2002;
- 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
- 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 tenants' or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

- the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
- the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of

- the DOCUMENTS, whether or not the BUYER has read them; and
- the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 Deposit

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

- any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 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.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

- the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
 - the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- must produce to the BUYER on request all relevant insurance details;
 - must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
 - gives no warranty as to the adequacy of the insurance;
 - must 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;
 - must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
 - (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;
- and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 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.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 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 to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

- If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
- If title is in the course of registration, title is to consist of:

- certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) 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):

- the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- the covenant set out in section 4(1)(b) 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 Money Laundering Regulations and Land Registry Rules.

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 has any liability (other than to the BUYER) 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.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER

(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;

(b) the form of new lease is that described by the SPECIAL CONDITIONS; and

(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

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, but no other amounts unless specified in the SPECIAL CONDITIONS.

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

- direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
 - the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

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:

- terminate the CONTRACT;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the LOT; and
- claim damages from the BUYER.

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

- terminate the CONTRACT; and
- recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

- the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
- the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet 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 ("licence notice").

G9.4 The SELLER must

- use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
- enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly

- provide references and other relevant information; and
- 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 SELLER has not given licence notice to the BUYER 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 the SELLER has given licence notice. 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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly 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 the ACTUAL COMPLETION DATE unless:

- the BUYER is liable to pay interest; and
 - the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

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

- the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; and
- annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

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 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

- so state; or
- give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
- 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);
- 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;
- 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;
- 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
- 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 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of 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.

G13.3 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.

G13.4 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 agreements 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:

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;

but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

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

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

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

G23.4 The SELLER must promptly:

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

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

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

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

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceed-ings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

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

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

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

G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 Registration at the Land Registry

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

- (a) procure that it becomes registered at the 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 the 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) if 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 CONTRACTS (Rights of Third Parties) Act 1999.

G30 EXTRA GENERAL CONDITIONS

2020 Auction Dates

February
13th Southampton

March
26th Southampton

May
6th Southampton

June
18th Southampton

July
29th Southampton

September
17th Southampton

October
29th Southampton

December
10th Southampton