Property Auction Catalogue

Thursday 19 April 2018 at 2:00 pm
Grosvenor House Hotel, 86-90 Park Lane, London W1K 7TN

www.networkauctions.co.uk
Grosvenor House Hotel is located in Central London’s elegant Mayfair district, on world-famous Park Lane overlooking Hyde Park.

This 5-star hotel was first opened in 1929. It was meticulously restored to the highest standard before reopening as a JW Marriott hotel in 2008, and retains many historic touches, including the original Lutyens wrought-iron gates that lead into our elegant forecourt.

Directions
The hotel is approximately Midway between Marble Arch & Hyde Park Corner. The main entrance, however is on Park Street (between upper Grosvenor Street and Mount Street) which runs parallel to Park Lane in a one way direction towards Oxford Street.

Nearest tube station:
Marble Arch

www.marriott.co.uk

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www.networkauctions.co.uk
**ORDER OF SALE**

**THURSDAY 19 APRIL 2018 at 2:00 pm**

**GROSVENOR HOUSE HOTEL, 86-90 PARK LANE, LONDON W1K 7TN**

<table>
<thead>
<tr>
<th>LOT</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>1</td>
<td>34 and 35, Rockwell Green, Wellington, Somerset, TA21 9BT</td>
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<td>2</td>
<td>34, Rockwell Green, Wellington, Somerset, TA21 9BT</td>
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<tr>
<td>3</td>
<td>35, Rockwell Green, Wellington, Somerset, TA21 9BT</td>
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<tr>
<td>4</td>
<td>The Studio, Burgh Hill Drive, Kingswood Road, Bromley, Kent, BR2 0HG</td>
</tr>
<tr>
<td>5</td>
<td>3 Warrenhouse Court, 17 Warrenhouse Road, Brighton-le-Sands, Liverpool, Merseyside, L22 6QN</td>
</tr>
<tr>
<td>6</td>
<td>Land to the South of Woodley Hill, Chesham Bois, Amersham, Buckinghamshire, HP6 1SP</td>
</tr>
<tr>
<td>7</td>
<td>The Leys, 70 Upper Temple Walk, Leicester, Leicestershire, LE4 0SW</td>
</tr>
<tr>
<td>8</td>
<td>58A Station Road, West Horndon, Brentwood, Essex, CM13 3TW</td>
</tr>
<tr>
<td>9</td>
<td>13 &amp; 13A Park Parade, Havant, Hampshire, PO9 5AA</td>
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<tr>
<td>10</td>
<td>15 &amp; 15A Park Parade, Havant, Hampshire, PO9 5AA</td>
</tr>
<tr>
<td>11</td>
<td>33 Woodland Avenue, Teignmouth, Devon, TQ14 8UJ</td>
</tr>
<tr>
<td>12</td>
<td>Land Lying to the West of Main Road, Opposition Library &amp; Morningside Cottages, Clydach, Abergaveney, Gwent, NP7 0LH</td>
</tr>
<tr>
<td>13</td>
<td>Land Adjoining to, 6 Brynieisin Street, Troedytrbwyth, Merthyr Tydfil, Mid Glamorgan, CF48 4LX</td>
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<tr>
<td>14</td>
<td>Land to the Rear of, 86-88 Cedric Crescent, Thurcroft, Rotherham, South Yorkshire, S66 9PA</td>
</tr>
<tr>
<td>15</td>
<td>Land at Kimber Close, Windsor, Berkshire, SL4 4BJ</td>
</tr>
<tr>
<td>16</td>
<td>76 Church Road, Aston, Birmingham, West Midlands, B6 5TY</td>
</tr>
<tr>
<td>17</td>
<td>89 Dalrymple Street, Girvan, Ayrshire, KA26 9BT</td>
</tr>
<tr>
<td>18</td>
<td>Land to the front of 8 &amp; 10 Denham Lane, Chalfont St. Peter, Gerrards Cross, Buckinghamshire, SL9 0EY</td>
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<tr>
<td>19</td>
<td>Land to the rear of 76 Doncaster Road, Barnsley, South Yorkshire, S70 1TW</td>
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<tr>
<td>20</td>
<td>Brownhill Cottage, Slains, Collieston, Aberdeenshire, AB41 8SL</td>
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<tr>
<td>21</td>
<td>30 Medway Parade, Pountney, Greenford, Middlesex, UB6 8HS</td>
</tr>
<tr>
<td>22</td>
<td>Land at Runrig Hill, Amersham, Buckinghamshire, HP6 6DL</td>
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<tr>
<td>23</td>
<td>Land adjacent to, 112 John Street, Abercwmboi, Aberdare, Mid Glamorgan, CF44 6BN</td>
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<tr>
<td>24</td>
<td>92 &amp; 92A Oxford Road, Reading, Berkshire, RG1 7LJ</td>
</tr>
<tr>
<td>25</td>
<td>Flat 22 Presidens Court, Hoover Drive, Basildon, Essex, SS15 6L</td>
</tr>
<tr>
<td>26</td>
<td>Land to the rear of 2 Credenhill Street, Steatham, London, SW16 6PR</td>
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<tr>
<td>27</td>
<td>163 Melville Court, Chatham, Kent, ME4 4XP</td>
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<tr>
<td>28</td>
<td>41 Lynwood Close, South Woodford, London, E18 1DP</td>
</tr>
<tr>
<td>29</td>
<td>Flat 6, 1 St. Augustine Road, Littlehampton, West Sussex, BN17 5NG</td>
</tr>
<tr>
<td>30</td>
<td>Land to the North of Oak Wood Place, Gerrards Cross, Buckinghamshire, SL9 7FH</td>
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<tr>
<td>31</td>
<td>Land at Badgers Wood, Farnham Common, Slough, Berkshire, SL3 3H</td>
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<tr>
<td>32</td>
<td>Flat 6 Falcon Heights, 6A Birds Hill Road, Poole, Dorset, BH15 2FG</td>
</tr>
<tr>
<td>33</td>
<td>51 Court Farm Road, Newhaven, East Sussex, BN9 9DH</td>
</tr>
<tr>
<td>34</td>
<td>Friary House, Friary Hill, Dorchester, Dorset, DT1 1JG</td>
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<tr>
<td>35</td>
<td>Land at York Close, Amersham, Buckinghamshire, HP7 9HE</td>
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<tr>
<td>36</td>
<td>130 Napier Road, Luton, Bedfordshire, LU1 1RF</td>
</tr>
<tr>
<td>37</td>
<td>3A Walcorde Avenue, Walworth, London, SE17 1LS</td>
</tr>
<tr>
<td>38</td>
<td>Flat 15 The Promenade, 17-18 Eversfield Place, St. Leonards-on-Sea, East Sussex, TN37 6BZ</td>
</tr>
<tr>
<td>39</td>
<td>Flat 6 Ewin Court, Chelwell Drive, Marston, Oxford, Oxfordshire, OX3 0NY</td>
</tr>
<tr>
<td>40</td>
<td>49 Orchard Road, Sutton, Surrey, SM1 2QA</td>
</tr>
<tr>
<td>41</td>
<td>Whitsone Village Stores and Post Office, Stanhope Square, Holsworthy, Devon, EX22 6TX</td>
</tr>
</tbody>
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**IMPORTANT NOTICE**

Potential additional fees and costs payable by the buyer in addition to the purchase price

Fixed or variable additional fees and costs may be payable by the buyer on top of the purchase price. These will include a buyer’s administration fee of £900 incl VAT and may include contributions towards the seller’s costs, documentation costs, ground rent, apportionment of rent or service charge, rent or service charge arrears, VAT, Stamp Duty Land Tax etc. To establish the full cost of purchasing a property please obtain your own independent advice and inspect the legal documentation, in particular the special conditions.

We are pleased to advise on all aspects of buying or selling at auction, please call us on 020 7871 0420 or email auctions@networkauctions.co.uk
These notes and the Conditions of Sale of each lot are available at the auctioneers’ office. Prospective buyers and their legal advisors should read them carefully. Both the auctioneers and their seller clients have taken all reasonable steps to ensure that the properties in this catalogue are fairly described and that every opportunity has been given to enable prospective buyers to make the necessary enquiries and investigations prior to the auction. Details of the seller’s solicitors are available upon request.

Deposit:
At auction the fall of the gavel creates a binding contract and we, as auctioneers, immediately require a deposit of 10% of the purchase price (subject to a minimum of £2,500). This deposit can be paid by cheque, banker’s draft, debit card or credit card. Payments by cash cannot be accepted.

Telephone, Proxy and Internet Bidding:
We are pleased to be able to offer remote bidding to anyone who is unable to attend the saleroom. Remote bidding can be by telephone, proxy and at our London saleroom by internet. Please download and complete the remote bidding form that is available on our website. Please note this form must be delivered to our office no later than twenty four hours prior to the auction and must be accompanied by identification documents, the 10% deposit and the auctioneers’ administration fee.

Prior Sales & Withdrown Lots:
Prospective buyers should contact us prior to the auction to confirm whether a lot has been sold or withdrawn. We and our clients shall not be responsible for any losses or abortive costs incurred by prospective buyers against lots that are withdrawn or sold prior to the auction.

Definition of ‘Guide Price’ & ‘Reserve Price’:
A guide price is an indication of the seller’s current minimum acceptable sale price. The guide price, or range of guide prices, is given to assist interested parties in deciding whether or not to pursue their interest. It is usual, but not always the case, that a provisional reserve price is set by the seller prior to the catalogue being published. As the reserve price may not be fixed at this stage, and can be adjusted by the seller at any time prior to auction, a guide price is published. This guide price can be shown as a range of prices above which the reserve price will not be set, or as a single figure within 10% of which the reserve price will be set. Both the guide price and reserve price can be subject to change at any time prior to the auction commencing.

A reserve price is the minimum price at which the seller allows the auctioneers to sell the lot at. It remains confidential between the seller and the auctioneers.

Fixed or variable additional fees and costs may be payable by the buyer on top of the purchase price:
These will include a buyer’s administration fee of £900 incl VAT and may include contributions towards the seller’s costs, documentation costs, ground rent, apportionment of rent or service charge, rent or service charge arrears, VAT, Stamp Duty Land Tax etc. To establish the full cost of purchasing a property please obtain your own independent advice and inspect the legal documentation, in particular the special conditions.

Particulars of Sale:
Bidders should check the particulars relating to any lot for which they intend to bid and ensure that they are satisfied with the accuracy of all measurements, areas, details, leases and other matters referred to in the particulars of the lot or the conditions of sale and all other matters subject to which the properties are sold or have the benefit of. Bidders should check that any contents, fixtures or fittings described as included in the sale and are the property of the seller. This should be done by inspecting the property and by making the necessary enquiries with the auctioneers, the seller or the sellers’ solicitors. Bidders should make all necessary searches and enquires of appropriate bodies including local authorities and service providers. All measurements and areas referred to in the particulars are approximate. Bidders will be considered to have inspected the relevant property and have made all necessary and appropriate enquiries and searches.

Sale of Property & Completion:
Bidders should note that a legally enforceable contract of sale of the relevant property on the terms set out in these notices and the general and special conditions of sale is created as soon as it has been ‘knocked down’ to the bidder by the auctioneer. Completion is required twenty working days after the auction date, unless specified otherwise.

Administration Charge:
An administration charge of £900 incl VAT applies to each lot. This is paid by the buyer in the saleroom immediately after the lot has been ‘knocked down’. In the event of non-payment of the administration charge a deduction of £900 incl VAT will be made from the buyer’s deposit and this will need to be ‘made up’ by the buyer prior to completion.

Legal Documents & Additional Costs:
It is essential that bidders check the legal documents prior to bidding and take professional advice. Special conditions of sale can contain additional costs (that is costs over and above the price that the lot is ‘knocked down’ at) and bidders are deemed to be aware of any additional costs prior to bidding.

Rents, Information Regarding Tenants & Price Estimates:
Any estimates or suggestions given by the auctioneers regarding the price at which a property may be sold cannot be accepted by a buyer as advice or any form of valuation. Any estimates or suggestions given by the auctioneers regarding current or future rental prices must not be relied upon as a valuation, but merely as estimates for guidance purpose only.

Addendum & Auctioneer’s Announcements:
Amendments to the catalogue particulars or conditions of sale (addendum) will be displayed in the saleroom and will be read by the Auctioneer at the commencement of the auction. Addendum form part of the contract of sale and the addendum sheet may have to be signed by the buyer. Bidders are deemed to be aware of any addendum and any other announcements made by the Auctioneer, and bid subject to these. It is important therefore to arrive at the saleroom prior to the commencement of the auction.
IDENTIFICATION DOCUMENTS

MONEY LAUNDERING REGULATIONS

New Money Laundering Regulations came into force on 26th June 2017. Auctioneers are now required to verify the identity of all bidders before the auction. If you are intending to bid either as a private individual or on behalf of a company the following documentation must be provided and verified.

### ID REQUIRED FOR PRIVATE INDIVIDUALS
One document must be provided from both List A & B

<table>
<thead>
<tr>
<th>LIST A: IDENTITY</th>
<th>LIST B: PROOF OF ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Current signed passport</td>
<td>1. Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months</td>
</tr>
<tr>
<td>2. Current UK or EEA photocard driving licence</td>
<td>2. Local authority council tax bill for the current council tax year</td>
</tr>
<tr>
<td>3. Full old-style driving licence</td>
<td>3. Current UK driving licence (but only if not used for the name evidence)</td>
</tr>
<tr>
<td>4. Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full form including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)</td>
<td>4. Bank, Building Society or Credit Union statement or passbook dated within the last three months</td>
</tr>
<tr>
<td>5. Residential permit issued by the Home Office to EU nationals</td>
<td>5. Original mortgage statement from a recognised lender issued for the last full year</td>
</tr>
<tr>
<td>6. Firearms certificate</td>
<td>6. Council or housing association rent card or tenancy agreement for the current year</td>
</tr>
<tr>
<td>7. EEA member state identity card (which can also be used as evidence of address if it carries this)</td>
<td>7. HMRC self-assessment letters or tax demand dated within the current financial year</td>
</tr>
<tr>
<td>8. Photographic registration cards for self-employed individuals in the construction industry -CIS4</td>
<td></td>
</tr>
<tr>
<td>9. National identity card bearing a photograph of the applicant</td>
<td></td>
</tr>
</tbody>
</table>

### ID REQUIRED FOR COMPANIES
One document must be provided from both List A & B

<table>
<thead>
<tr>
<th>LIST A: IDENTITY</th>
<th>LIST B: IDENTITY OF COMPANY INDIVIDUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Copy of certificate of incorporation</td>
<td>One document must be provided from both List A &amp; B as stated for ‘Private Individuals’ above. This will apply to:</td>
</tr>
<tr>
<td>2. Registered address</td>
<td>1. The individual dealing with the transaction</td>
</tr>
<tr>
<td>3. Trading address</td>
<td>2. All individuals or entities with 25% or more of the shares or voting rights in the company.</td>
</tr>
<tr>
<td>4. Copy of filed audited accounts</td>
<td></td>
</tr>
<tr>
<td>5. Details of current company officers (i.e. directors and company secretary) and shareholders</td>
<td></td>
</tr>
<tr>
<td>6. If the company (including a UK LLP) is listed on a regulated market such as the London Stock Exchange, then a copy of a dated page from the website of the relevant stock exchange is required &amp; photocopy of the listing in a reputable daily newspaper</td>
<td></td>
</tr>
</tbody>
</table>

All certified ID can be sent to se@networkauctions.co.uk.
Please note if we’re not fully satisfied we will be unable to proceed with the transaction.

PRE-AUCTION OFFERS

Pre-auction offers must be submitted in writing to the Auctioneers’ office by letter or e.mail, including name, address, telephone number and details of solicitors. Any pre-auction offer received is assumed to be a ‘best offer’ and no guarantee is given that there will be an opportunity to increase or review the offer should it not be accepted or should a better offer be received. Pre-auction offers can only be considered on the basis of an exchange of contracts prior to auction with a 10% deposit and payment of the auctioneers’ administration fee. If an offer is accepted the lot will not be withdrawn from the catalogue or advertising programme until exchange of contracts has taken place.
Freehold investment - A pair of semi detached houses subject to registered rents.

**Description / Location:**
A pair of 1930's semi detached houses located on the outskirts of Wellington subject to registered rents.  
34 Rockwell Green is currently producing £484 every 4 weeks - £6,292 per annum.  
35 Rockwell Green is currently producing £500 every 4 weeks - £6,500 per annum.

**Accommodation:**

**Tenure:**
Freehold

**Enquiries:**
Please contact Gibbins Richards on 01823 663311

**Local Authority:**
Taunton Deane Borough Council  
01823 366356 www.tauntondeane.gov.uk

**EXTERNAL VIEWINGS ONLY**

**AUCTIONEERS NOTE:** In addition to the auction administration fee of £900, at the time of signing the auction contract the successful purchaser will pay 1% plus vat of the purchase price to the auctioneers to cover auction costs.

*The “Important Notes For Auction Bidders” at the front of the catalogue includes a definition of “Guide Price & Reserve Price”. Please note that in addition to the purchase price there is a buyer’s administration fee of £900 incl VAT and there may also be additional non-optional fixed or variable fees and costs. To establish the full cost of purchasing a property please inspect the legal documentation and in particular the special conditions. Please also check online at networkauctions.co.uk for updates.*
**LOT 2**

**WELLINGTON**
34 ROCKWELL GREEN, SOMERSET, TA21 9BT

*GUIDE PRICE:*
£90,000 - £95,000
Current rent reserved at £6,292 p.a.

A 3 bedroom semi detached house subject to a registered rent.

Description / Location:
IF LOT 1 IS SOLD LOT 2 WILL BE WITHDRAWN.
A 1930's semi detached house located on the outskirts of Wellington subject to a registered rent currently producing £464 every 4 weeks - £6,292 per annum.

Accommodation:
Ground floor: Hall, living room, dining room, kitchen, lobby.
First floor: 3 bedrooms, bathroom.

Tenure:
Freehold

Enquiries:
Please contact Gibbins Richards on 01823 663311

Local Authority:
Taunton Deane Borough Council
01823 356356 www.tauntondeane.gov.uk

EXTERNAL VIEWINGS ONLY
AUCTIONEERS NOTE: In addition to the auction administration fee of £390, at the time of signing the auction contract the successful purchaser will pay 1% plus vat of the purchase price to the auctioneers to cover auction costs.

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**LOT 3**

**WELLINGTON**
35 ROCKWELL GREEN, SOMERSET, TA21 9BT

*GUIDE PRICE:*
£95,000 - £100,000
Current rent reserved at £6,500 p.a.

A 3 bedroom semi detached house subject to a registered rent.

Description / Location:
IF LOT 1 IS SOLD LOT 3 WILL BE WITHDRAWN
A 1930's semi detached house located on the outskirts of Wellington subject to a registered rent currently producing £500 every 4 weeks - £6,500 per annum.

Accommodation:
Ground floor: Hall, living room, dining room, kitchen, lobby.
First floor: 3 bedrooms, bathroom.

Tenure:
Freehold

To View:
Please contact Gibbins Richards on 01823 663311

Local Authority:
Taunton Deane Borough Council
01823 356356 www.tauntondeane.gov.uk

EXTERNAL VIEWINGS ONLY
AUCTIONEERS NOTE: In addition to the auction administration fee of £390, at the time of signing the auction contract the successful purchaser will pay 1% plus vat of the purchase price to the auctioneers to cover auction costs.
A freehold residential development opportunity with planning consent for a one bedroom 2 storey dwelling. Vacant.

Description / Location:
Situated in a residential area the property comprises a block of 3 garages, 2 of which have been sold off on long leases at a peppercorn ground rent. Planning permission was granted on appeal on 15th May 2017 (planning ref no. DC/16/04022/FULL1 and appeal ref no. APP/G5180/W/17/3169363) to convert the remaining garage and studio below to comprise a one bedroom dwelling.

Planning includes the increased height of the existing garage, a ground floor rear extension, provision for an external courtyard area and alterations to the elevations.

Accommodation:
Existing Accommodation
Ground Floor Garage. Steps leading down to
Lower Ground Floor Studio room
Energy Rating: E/42.

Proposed Accommodation
Ground Floor Kitchen, staircase leading down to;
Lower Ground Floor Lounge/dining room, double bedroom, bathroom
Outside Courtyard garden to the rear

Tenure:
Freehold

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Local Authority:
London Borough of Bromley
020 8313 4956 www.bromley.gov.uk

*The “Important Notes For Auction Bidders” at the front of the catalogue includes a definition of “Guide Price & Reserve Price”. Please note that in addition to the purchase price there is a buyer’s administration fee of £900 incl VAT and there may also be additional non-optional fixed or variable fees and costs. To establish the full cost of purchasing a property please inspect the legal documentation and in particular the special conditions. Please also check online at networkauctions.co.uk for updates.
A 2 bedroom first floor flat with garage, situated within a small purpose built block, vacant.

Description / Location:
The flat is situated in a popular residential area convenient for all local amenities and the Foreshore, Blundellsands and Crosby Station 0.4 miles. There is a single garage with parking space beyond situated to the rear.

Accommodation:
First Floor: Living room, kitchen, 2 bedrooms, bathroom.
Outside: Communal gardens, single garage to the rear accessed via Green Lane.

Tenure:
Leasehold: 999 years from 01/05/1980

To View:
Please contact Network Auctions

Local Authority:
Sefton Metropolitan Borough Council
0345 140 0845 www.sefton.gov.uk

LOT
5
LIVERPOOL
3 WARRENHOUSE COURT 17 WARRENHOUSE ROAD,
BRIGHTON-LE-SANDS, MERSEYSIDE, L22 6QN

*GUIDE PRICE:
£50,000+

NetworkAuctions

CATALOGUE LOTS INVITED

ENTRIES INVITED
FOR FORTHCOMING AUCTIONS

- Development opportunities
- Sites with & without planning
- Residential & commercial investments
- Ground rent investments
- Land

CONTACT US FOR ADVICE & APPRAISAL OF PROPERTIES ANYWHERE IN THE UK
020 7871 0420
www.networkauctions.co.uk

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Freehold land equivalent to approximately 0.34 acres comprising part of the highway and a site adjacent to a block of garages with development potential.

Description / Location:
Woodley Hill is accessed off Bois Moor Road, the site adjacent to the block of garages has potential to create additional garages, parking or a building subject to the usual consents.

Tenure:
Freehold - subject to any rights which may exist thereover.

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Buckinghamshire County Council
0845 370 8090 www.buckingham-lc.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.
“Auction finance that helps with cash flow when you need it most. That’s common sense.”

For common sense auction finance with our lowest ever monthly rate, call 0161 933 7155.

togethermoney.com/monthlyrate

* Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the first 6 months of the loan. Standard construction only.

Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.
SIX WEEK COMPLETION

A recently refurbished, freehold block of 33 flats (11 x 1 bedroom - 495 sq ft, source EPC, 22 x studio - 322 sq ft, source EPC) with planning consent to create 2 further flats, occupying a site of 0.28 acres, vacant.

Description / Location:
The block is situated the Beaumont Leys residential area with local amenities, shopping facilities and schools, approximately 2 miles from Leicester City Centre. The flats, communal areas, stairways and lifts have been refurbished to a high standard and the block is ready for immediate occupation. Features include contemporary kitchen and bathroom fittings, double glazing and gas heating via radiators. There is a car park and additional outside space. Planning granted by Leicester City Council Ref:20170966 on 05/07/2017 for change of use of part of the ground floor from ancillary storage to 1 x 2 bed and 1 x 1 bed flats. We estimate the current rental value at 11 x £500 pcm and 22 x £450 pcm, equivalent to £184,800 pa.

Accommodation:
11 x 1 bed and 22 x studio across 7 floors. Stairs and lift to all floors. Car park. Energy Ratings: F/34 (Flat 63) to C/71 (EPC’s registered prior to refurbishment).

Tenure:
Freehold

To View:
Please contact Elliott Network Auctions on 020 7871 0420

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LEICESTER
THE LEYS, 70 UPPER TEMPLE WALK, LEICESTERSHIRE, LE4 0SW

Continued...

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A one bedroom first floor flat close to West Horndon station.

Description / Location:
A first floor one bedroom flat located within a short walk of West Horndon station with direct links into Fenchurch Street Station. The property benefits from its own allocated parking space. The property is currently let on an Assured Shorthold Tenancy from 25/01/2018 for 6 months at £700 per calendar month.

Auctioneers Note: We are advised the Section 42 notice of intention to extend the lease will be served and will be transferred to the purchaser at completion.

Accommodation:
First floor: Entrance hall, living room, kitchen, bedroom, bathroom.
Outside: Allocated parking space to the rear.

Tenure:
Leasehold - we understand that there are approximately 64 years remaining.
EPC rating D/56

To View:
Please contact Balgores Network Auctions on 01277 216800.

Local Authority:
Brentwood Borough Council
01277 312500 www.brentwood.gov.uk
A 3 storey freehold building comprising an extended ground floor retail unit (1420 sq ft, source EPC) with a 2 bedroom duplex flat (839 sq ft, source EPC) above. The flat is let on an AST, ground floor vacant. Current Rent: £8100 pa

Description / Location:
Situated in Greywell Shopping Centre facing the pedestrianised area with rear access via Tidworth Road providing parking and storage space. The property provides a generous trade area with development potential to extend above the ground floor extension creating another floor subject to the necessary consents.

Accommodation:
Ground Floor: Shop front leading to extended trade area, kitchen and 2 wc's
Upper Floors: Private rear access and terrace, entrance hall with stairs to second floor, living room, kitchen with 2 bedrooms and bathroom to the second floor

Outside: Rear yard and parking with access from Tidworth Road. Energy Ratings: C/64 & D/67

Tenure:
Freehold

To View:
Please contact Clive Slade Network Auctions on 07463 206666.

Local Authority:
Havant Borough Council
023 9244 6019 www.havant.gov.uk
A 3 storey freehold building comprising a ground floor retail unit (850 sq ft, source EPC) with a recently refurbished 2 bedroom duplex flat (807 sq ft, source EPC) above, vacant.

Description / Location:
The property is situated in the main shopping centre, next door to Boots with Nationwide, Ladbrokes and Superdrug occupying adjacent premises. There is potential to extend to the rear creating additional commercial, possibly residential accommodation subject to the necessary consents. We estimate the rental values at £7200 pa (ground floor) and £8100 pa (flat).

Accommodation:
Ground Floor: Trade area, kitchen and 2 wc’s. Extensive parking and storage space to the rear. Upper Floors: Private rear entrance to terrace and front door to entrance hall with stairs to the second floor, living room, kitchen with 2 bedrooms and bathroom at the second floor.

Outside: Rear yard with extensive parking and storage space accessed via Tidworth Road. Energy Ratings: G/195 (ground floor) and E/49.

Tenure:
Freehold

To View:
Please contact Clive Slade Network Auctions on 07463 206666.

Local Authority:
Havant Borough Council
023 9244 6019 www.havant.gov.uk

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A non standard construction property (872 sq.ft - source EPC) with development potential (subject to planning permission) set at the end of a cul de sac on a plot of approximately 0.42 acres with stunning sea views - Vacant

Description / Location:
The property has been in the same family ownership for 50 years and occupies a stunning position with superb sea views towards Lyme Bay. The location offers the potential to redevelop the site to produce a stunning coastal residence, subject to obtaining the necessary planning consents.

Accommodation:
Ground floor: Covered front porch, L-shaped living room with woodburner, kitchen, 3 bedrooms with staircase leading from bedroom 1 into the roof space, bathroom, separate w.c.

Outside: Hard landscaped garden with parking.

Tenure:
Freehold
EPC rating F/30

To View:
Please contact Dart & Partners on 01626 772507

Local Authority:
Teignbridge District Council
01626 361101 www.teignbridge.gov.uk

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**LOT 12**

**ABERGAVENNY**  
**LAND LYING TO THE WEST OF MAIN ROAD, OPPOSITE LIBRARY & MORNINGSIDE COTTAGES, CLYDACH, GWENT, NP7 0LH**

*GUIDE PRICE: £5000*

A freehold site of 0.24 acres held in 2 titles with potential for residential development subject to planning, vacant.

**Description / Location:**
The land is situated between Main Road and Rhonos Road in the village of Clydach, there are residential dwellings adjacent to the site. The site faces the road and has good potential for development subject to planning consent. The plans shown in the catalogue are for guidance purposes, bidders should refer to the title plan within the legal pack for confirmation of the site boundary.

**Tenure:**
Freehold

**To View:**
Please contact Elliott Network Auctions on 01923 240420

**Local Authority:**
Monmouthshire County Council  
01633 644644 www.monmouthshire.gov.uk

On the fall of the gavel and in addition to the buyers administration fee the buyer will pay the auctioneers £1200 including VAT as a contribution to the sellers auction costs.

**LOT 13**

**MERTHYR TYDFIL**  
**LAND ADJACENT TO, 6 BRYNSEION STREET, TROEDYRHIIW, MID GLAMORGAN, CF48 4LX**

*GUIDE PRICE: £29,000+

Freehold Residential development opportunity. Land with consent for 2 semi detached houses.

**Description / Location:**
A freehold site situated within a residential area. Planning permission was granted by Merthyr Tydfil County Borough Council on 21st September 2017 (Planning Ref No. P/16/0205) for a pair of 3 bedroom semi detached town houses with accommodation on three floors.

**Accommodation:**
Proposed Accommodation  
Lower Ground Floor: Shower room, kitchen/diner  
Ground Floor: Entrance hall, cloakroom, living room, study.  
First Floor: 3 bedrooms, bathroom.  
Outside Gardens

**Tenure:**
Freehold

**To View:**
Please contact Elliott Network Auctions on 020 7871 0420

**Local Authority:**
Merthyr Tydfil County Borough Council  
01685 725000 www.merthyr.gov.uk

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**LOT 14**

**ROTHERHAM**
**LAND TO THE REAR OF, 86-88 CEDRIC CRESCENT, THURCROFT, SOUTH YORKSHIRE, S66 9PA**

*GUIDE PRICE:* £45,000+

Freehold residential development opportunity. Land with consent for 2 semi detached houses.

**Description / Location:**
Thurcroft is situated approximately 8 miles southeast of Rotherham. The freehold site is situated in a residential area. Planning permission was granted by Rotherham Metropolitan Borough Council on 19th June 2017 (Planning Ref No. RB2017/0626) for a pair of 3 bedroom semi detached houses.

**Accommodation:**
- Proposed accommodation
- **Ground Floor** Entrance hall, cloakroom, kitchen/diner, living room.
- **First Floor** Landing, 3 bedrooms, bathroom
- **Outside** Gardens to rear

**Tenure:**
Freehold

**To View:**
Please contact Elliott Network Auctions on 020 7871 0420

**Local Authority:**
Rotherham Metropolitan Borough Council
01709 382121 www.rotherham.gov.uk

**LOT 15**

**WINDSOR**
**LAND AT KIMBER CLOSE, BERKSHIRE, SL4 4BJ**

*GUIDE PRICE:* £500+

Freehold land equivalent to 0.3 acres comprising the roadways, pathways and grass verges serving 16 dwellings.

**Description / Location:**
Kimber Close is accessed via Winkfield Road and is a cul-de-sac of semi detached and detached dwellings. The land offers residents and investors an opportunity to create a private road, the verges may have potential for communications masts or alternative uses subject to the necessary consents.

**Tenure:**
Freehold - subject to any rights which may exist thereover.

**To View:**
Please contact Elliott Network Auctions on 01923 240420

**Local Authority:**
Royal Borough of Windsor and Maidenhead
01628 683 800 www.rbwm.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneers the sum of £2600 including VAT as a contribution towards the sellers auction costs.

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A well presented modern banqueting hall and wedding venue (8342 sq ft, source EPC) with 60 bay car park, development potential, vacant.

Description / Location:
The property occupies a prominent corner site approximately 2.5 miles from Birmingham City Centre in a modern commercial area. The venue features an extensive, 2 tier layout with stages, guest areas, commercial kitchen and offices with modern lighting and sound systems. Currently the car park is used as a separate motor vehicle business. There is good potential for existing and alternative commercial uses or redevelopment subject to the necessary consents.

Accommodation:
Property Description: 2 tier wedding venue extending to 8342 sq ft (source EPC).
Outside: 60 bay car park. Energy Rating: F/134

Tenure:
Leasehold: 125 years from 07/07/1989. Freeholder: Birmingham City Council, ground rent £14,000 pa.

To View:
Please contact Surelock Network Auctions on 0121 400 7980

Local Authority:
Birmingham City Council
0121 303 1111 www.birmingham.gov.uk

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An exceptional development opportunity comprising an art-deco style former cinema and bingo hall (7437 sq ft, source EPC) occupying a site of 0.14 acres with street frontage and rear access.

**Description / Location:**
The 2 storey building fronts Dalrymple Street with nearby operators including TSB Bank, Greggs, Boots, Semichen and Ladbrokes. When it opened in 1933 the cinema had seating for 1100 visitors. The local authority has confirmed there are no rates payable.

**Accommodation:**
Ground and First Floors 7437 sq ft of space across 2 floors.

**Tenure:**
Heritable (Scot) - (equivalent to freehold)

**To View:**
Please contact Elliott Network Auctions on 01923 240420

**Local Authority:**
South Ayrshire Council
01292 616207 www.south-ayrshire.gov.uk

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A freehold parcel of land equivalent to approximately 0.02 acres.

**Description / Location:**
The land is situated between the highway and residential dwellings and has speculative potential for a number of uses including the siting of a telecommunications mast subject to planning.

**To View:**
Please contact Elliott Network Auctions on 01923 240420

**Local Authority:**
Chiltern District Council
01494 729000 www.chiltern.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.
A freehold site of 0.27 acres with planning consent for the erection of 4 x 3 storey houses with associated parking and gardens, potential for further development, vacant.

Description / Location:
Ideally located close to the town centre and to the rear of an attractive stone built former vicarage with right of way and driveway to the side. Planning was granted by Barnsley Metropolitan Borough Council for conversion of the vicarage to 6 apartments and the erection of 4 dwelling houses Ref: 2012/1142 dated 30/07/2013. The conversion of the vicarage is complete, consequently the planning for the dwelling houses remains in perpetuity.

We believe there is potential for a planning gain to increase the number of dwelling houses or replace them with a scheme for a block of apartments subject to the necessary consents.

The plan in the catalogue is for guidance and bidders should refer to the legal pack for confirmation of the site boundary.

Tenure:
Freehold with vacant possession

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Barnsley Council
01226 770770 www.barnsley.gov.uk
By order of the mortgagees in possession

A 4 bedroom detached house (1345 sq ft, source EPC) occupying a site of 0.25 acres and enjoying far reaching views, vacant.

Description / Location:
The property is situated between Ellon and Peterhead close to Slains Castle and the sandy beaches of Cruden Bay and Waterside, Aberdeen is approximately 16 miles to the south. The house is of traditional stone construction and features oil fired heating and double glazed windows. Home Report valuation £155,000 (dated 22/02/2018, HR available on request).

Accommodation:
Ground Floor: Entrance hall, living room, dining room, kitchen, bathroom and 2 bedrooms.
First Floor: 2 bedrooms.

Outside: Gardens to the front and rear. Energy Rating: F/33

Tenure:
Heritable (scot) - freehold equivalent

To View:
Please contact Network Auctions

Local Authority:
Aberdeenshire Council
03456 08 12 08 www.aberdeenshire.gov
A spacious 2 bedroom first floor flat (538 sq ft, source EPC) presented in good order, an ideal rental investment, vacant.

Description / Location:
Ideally situated close to local amenities, South Greenford station 0.2 miles, Perivale Tube 0.4 miles. Nearby Ealing Broadway has been regenerated with facilities including a cinema complex, shops and restaurants. The flat provides gas heating via radiators and double glazed windows.

Accommodation:
First Floor: Entrance hall, living room, kitchen, 2 double bedrooms, bathroom. Energy Rating: C/75

Tenure:
Leasehold: 59 years unexpired

To View:
Please contact Clive Slade Network Auctions on 07463 206666.

Local Authority:
Ealing Council
020 8825 5000 www.ealing.gov.uk
Freehold land equivalent to 0.24 acres comprising part of the highway, verges and pathways leading to a cul-de-sac of 24 detached houses.

**Description / Location:**
Runrig Hill is situated off Hollow Way Lane in Chesham Bois to the north of Amersham town centre. The land offers residents and investors an opportunity to create a private road, the verges may have potential for communications masts or alternative uses subject to the necessary consents.

**Tenure:**
Freehold - subject to any rights which may exist thereover.

**To View:**
Please contact Elliott Network Auctions on 01923 240420

**Local Authority:**
Buckinghamshire County Council
0645 370 8090 www.buckingham-lc.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.
**LOT 23**

**ABERDARE**
LAND ADJACENT TO, 112 JOHN STREET, ABERCWMOBI, MID GLAMORGAN, CF44 6BN

*GUIDE PRICE:*
£27,000+

**Freehold residential development opportunity.**
Land with consent for a 4 bedroom detached house.

**Description / Location:**
A freehold site situated within a residential area. Planning Permission was granted by Rhondda Cynon Taf County Borough Council on 12th May 2017 (Planning Ref No 17/0356/10) for a 4 bedroom detached house with parking.

**Accommodation:**
Proposed Accommodation
- **Ground Floor** Entrance Hall, cloakroom, kitchen/diner, utility room, living room.
- **First Floor** Master bedroom with en-suite shower room, 3 bedrooms, family bathroom.

**Outside** Gardens, parking.

**Tenure:**
Freehold

**To View:**
Please contact Elliott Network Auctions on 020 7871 0420

**Local Authority:**
Rhondda Cynon Taf County Borough Council
01443 425000 www.rctcbc.gov.uk/

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A 3 storey freehold building (plus basement) comprising ground floor restaurant (let, 527 sq ft, source EPC) and a 4 bedroom / 2 bathroom flat above (vacant, 958 sq ft, source EPC) with planning consent for conversion to 1 x 2 bedroom and 1 x 1 bedroom flats.

Description / Location:
Situated in a prominent, central location, Reading Station 0.4 miles. Planning granted Ref: 170353 on 26/06/2017 for first floor rear extension and conversion of the existing flat to 1 x 1 bedroom and 1 x 2 bedroom flats. We believe there is potential to create another flat in the basement subject to planning. The ground floor is let on FRI terms for 25 years from 14/10/1999 with upward only rent reviews every 5 years, currently producing £14,000 pa.

Accommodation:
Basement: Currently used as storage with private access to the rear.
Ground Floor: 527 sq ft with shop front, trade and food preparation areas.
First and Second Floors: Private access to the rear with stairs leading to a large duplex flat requiring refurbishment.
Outside: Large rear yard with development potential. Energy Ratings: D/77 (ground floor), D/63.

Tenure:
Freehold

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Local Authority:
Reading Borough Council
0118 937 3737 www.reading.gov.uk

*GUIDE PRICE: £410,000+ 
Current Rent Reserved: £14,000 pa
To find out more about selling property at auction or to discuss becoming an auction partner please contact us.
Network Auctions are developing a national network of forward thinking property professionals and are actively recruiting strategically based auction partners. As a Network Auctions partner agent you will raise the profile of your business, create a differentiator over competitors and a valuable new income stream. Contact us to find out more – ml@networkauctions.co.uk
This spacious 2 bedroom purpose built flat (624 sq ft, source EPC) is situated on the first floor and is presented in good habitable order. The property will be of interest to owner occupiers and investors, it has a long lease and is vacant.

Description / Location:
Situated in a cul-de-sac in the popular West Laindon area, Laindon station 0.8 miles. The property benefits from double glazed windows, gas heating via radiators and off street parking.

Accommodation:
First Floor: Front door to entrance hall, sitting room, kitchen, 2 bedrooms, bathroom.
Outside: Communal grounds, parking for residents and guests.

Energy Rating: C/70

Tenure:
Leasehold: 125 years less 10 days from 01/07/1982

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Basildon Council
01268 294949 www.basildon.gov.uk
Freehold site with planning permission to erect a unique contemporary house arranged over 2 floors with outside space.

Description / Location:
The site is ideally situated within walking distance of Streatham Common Train Station (0.4 miles). Planning permission was granted by Wandsworth Council on 24th October 2017 (planning ref 2017/3054) to demolish an existing workshop and erect the new dwelling. The design layout incorporates a spacious open plan living space at ground level with a large double bedroom and bathroom to the first floor. The property will benefit from a central courtyard and an open yard.

Accommodation:
New House
Ground Floor Lounge/dining room, kitchen
First Floor Double bedroom, bathroom
Outside Courtyard garden

Tenure:
Freehold

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Joint Auctioneer:
Hunni Homes

Local Authority:
Wandsworth Borough Council
020 8871 6000 www.wandsworth.gov.uk
A large 2 bedroom, 2 bathroom, split level apartment - 786 sq.ft. source EPC - Vacant

Description / Location:
The property is located close to the University of Kent - Medway and the historic Chatham Dockyard which has undergone considerable regeneration. Chatham town centre is approximately 1 mile distant. Chatham railway station is 0.8 miles and Rochester railway station 0.9 miles.

Accommodation:
Second floor: Entrance hall, study, bedroom, stairs leading down to first floor.
First floor: Living room, kitchen, bedroom, bathroom, shower room.
EPC rating D/64

Tenure:
Leasehold
We understand there are approximately 97 years remaining of the leasehold interest.

To View:
Please contact Balgores Network Auctions on 01474 369955

Local Authority:
Medway Council
01634 306000 www.medway.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £500 plus vat of the purchase price as a contribution towards the sellers auction costs.
Of interest to owner occupiers and investors, a well presented 2 bedroom, second floor apartment with an extended lease, situated in a sought after private development.

Description / Location:
Lynwood Close is quietly situated in a cul-de-sac off Gordon Road, South Woodford tube 0.6 miles. The property is let on an AST (periodic) at £1400, a section 21 notice has been issued so buyers have the option of vacant possession or to negotiate a new AST with the tenant. Features include video entry, gas heating via radiators and double glazing.

Accommodation:
Second Floor: Front door to entrance hall with storage, spacious dual aspect living room leading to kitchen, 2 bedrooms, bathroom.
Outside: Attractive communal grounds. Energy Rating: C/73

Tenure:
New 99 year lease from completion

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Local Authority:
London Borough of Redbridge
020 8554 5000 www.redbridge.co.uk

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LOT 29

LITTLEHAMPTON
FLAT 6 ST. AUGUSTINE ROAD, WEST SUSSEX, BN17 5NG

*GUIDE PRICE:
£70,000+
£5940 p.a

A refurbished first floor studio flat with a 99 year lease. Vacant.

Description / Location:
Well located close to the sea front and just 0.7 miles from Littlehampton Train Station, this ideal investment opportunity comprises a recently refurbished studio flat with a separated bedroom area. The property also benefits from a 99 year lease and is let on an Assured Shorthold Tenancy for 12 months from 25th August 2017 at a rent of £495 per month.

Accommodation:
First Floor: Living room with kitchen area, separated bedroom area, shower room with w.c.

Tenure:
Leasehold - 99 year lease

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Local Authority:
Arun District Council
01903 737500 www.arun.gov.uk

LOT 30

GERRARDS CROSS
LAND TO THE NORTH OF OAK WOOD PLACE, BUCKINGHAMSHIRE, SL9 7FH

*GUIDE PRICE:
£500+

A strip of freehold land located between St Huberts Close and Oak Wood Place.

Description / Location:
The land measures 300 ft x 1 ft (source, title plan) and is situated to the north of 7 Oak Wood Place and to the south of 40 & 66 St Huberts Close.

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
South Bucks District Council
01895 837200 www.southbucks.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.

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Land equivalent to approximately 0.22 acres comprising the highway, paths and grass verges in a cul-de-sac of detached dwellings.

Description / Location:
Badgers Wood is accessed via Templewood Lane. In addition to the highway, paths and verges there is an area of land to the north of the entrance to the road, adjacent to 2a Badgers Wood included in the title. The land offers residents and investors an opportunity to create a private road, the verges and amenity may have potential for communications masts or alternative uses subject to the necessary consents.

Tenure:
Freehold - subject to any rights which may exist thereover.

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Slough Borough Council
01753 475111 www.slough.gov.uk

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.
Lots Available Online via Network E

At the close of a Network E sale the reservation deposit and exclusivity agreement eliminate the delays associated with private treaty sales. A 1% deposit (subject to a minimum £3,500) secures the winning bidder time to arrange finance prior to exchanging contracts.

Property to sell?

We can advise on ALL methods of sale – private treaty, auction and Network E. Find out more at www.networkauctions.co.uk

**Stanmore, Middx**

A modern, individually designed, family home of approximately 4,000 square feet in a tucked away position.

**Guide Price:** £1,750,000

**Romford, Essex**

This two double bedroom terraced property offers potential for further development.

**Guide Price:** £285,000+

**Milton Keynes, Bucks**

A 4 bedroom middle terrace property on The Lakes estate.

**SOLD:** £165,000

**Beckenham, Kent**

A period 3 bedroom semi detached house in one of Beckenham’s most popular locations.

**SOLD:** £648,000

Network E is a great way to sell new developments, either off plan or as a phased plot release with buyers securing their purchase with a non-returnable deposit.

Ideal for properties that will attract owner occupiers, buyers with mortgage finance and those who are selling to buy.
A large 2 bedroom ground floor flat (775 sq.ft. source EPC) with share of freehold and secure parking - Vacant

Description / Location:
The property is situated on the ground floor of an attractive purpose built block close to the centre of Poole and within a very short walk of Poole hospital. The many amenities of Poole town are with easy reach and Poole railway station is approximately 0.6 miles.

Accommodation:
Ground floor: Large open plan living room with kitchen, master bedroom with en suite and doors leading to gardens, 2nd bedroom, bathroom.
Outside: Secure underground parking space, communal gardens.

Tenure:
Share of freehold

To View:
Please contact Quay Living Network Auctions on 01202 683444

Local Authority:
Poole Borough Council
01202 633633 www.poole.gov.uk

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A recently constructed 3 bedroom semi detached chalet bungalow of 1,054 sq.ft (source EPC).

Description / Location:
This spacious semi detached chalet bungalow forms one of a recently constructed pair, and is now currently let to professional tenants at £1,250 per calendar month. Finished to a high standard, the property has a large dressing room/walk in wardrobe to the first floor as well as the main bedroom with en suite. Located close to Newhaven Harbour and Newhaven town railway stations - 0.5 miles and 0.7 miles respectively.

Accommodation:
Ground floor: Entrance hall, living room, kitchen, 2 bedrooms, bathroom.
First floor: Bedroom with en suite, dressing room/walk in wardrobe.
Outside: Southerly facing garden.
EPC rating C/78

Tenure:
Freehold

To View:
Please contact Power Bespoke Network Auctions on 01737 246777

Local Authority:
Newhaven Town Council
01273 516100 www.newhaventowncouncil.gov.uk
By order of the Trustees
A freehold period house (1453 sq.ft, source EPC) requiring refurbishment - Vacant

Description / Location:
A substantial period property (not listed) with accommodation across 3 floors and large basement which covers the majority of the footprint of the building.
The property is situated in the centre of the historic market town of Dorchester, close to the Brewery Square development, Dorchester has a mainline rail link to London Waterloo.

Accommodation:
Lower ground floor: Large basement.
Ground floor: Entrance hall, living/dining room, kitchen, rear lobby.
First floor: 2 bedrooms, bathroom.
Second floor: Bedroom, bathroom, utility room.
Outside: Gardens, paved courtyard garden, garden shed.

Energy Rating: F/31

Tenure:
Freehold

To View:
Please contact Domvs on 01305 757300

Local Authority:
West Dorset District Council
01305 251010 www.westdorset-dc.gov.uk

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Freehold land equivalent to approximately 0.25 acres comprising the highway, verges and a parcel of land at York Close.

Description / Location:
York Close is a residential cul-de-sac accessed via Lincoln Park. The title includes a parcel of land to the rear of properties in Little Reeves Close which offers development potential for use as a parking bay, garden extension or telecommunications mast subject to the usual consents.

Tenure:
Freehold - subject to any rights which may exist thereover.

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Buckinghamshire County Council
0845 370 8090 www.buckingham-tc.gov.ukj

On the fall of the gavel and in addition to the deposit and administration fee the buyer will pay to the auctioneer the sum of £600 including VAT as a contribution towards the sellers auction costs.
A 1 bedroom top floor flat with a private roof terrace, let on an AST.

Description / Location:
The property is ideally situated in south Luton within walking distance of the town centre and university. Luton Station 0.5 miles (St. Pancras 36 minutes). The property is let on a 12 month AST from 25th November 2016 at a rent of £425 p.c.m, we believe the current rental value is £600 pcm.

Accommodation:
Second Floor: Front door to entrance hall, sitting room with kitchen, double bedroom, bathroom.
Outside: Private roof terrace.

Tenure:
Leasehold- 99 years from 24th June 1986

To View:
Please contact Elliott Network Auctions on 01923 240420

Local Authority:
Luton Borough Council
Telephone: 01582 546000 | www.luton.gov.uk
A spacious and well presented, 1 bedroom Victorian conversion apartment with a private garden (667 sq.ft. - source EPC) situated in a tree lined cul-de-sac, vacant.

Description / Location:
The property has been refurbished to a high standard and features a contemporary fitted kitchen and bathroom with bath and separate shower. Walcorde Avenue is situated off Walworth Road in a quiet cul-de-sac within the regeneration area. A wide variety of shops, bars and restaurants are nearby and the property is within walking distance of Elephant and Castle tube (0.4 miles, Northern and Bakerloo lines - zone one). Similar flats in the road have been reconfigured to create a 2 bedroom layout.

Tenure:
Leasehold
Energy Rating: E/54.

To View:
Please contact Bennett Walden for viewings on 020 8886 1777.

Local Authority:
Southwark Council
0207 525 5000 www.southwark.gov.uk

*The “Important Notes For Auction Bidders” at the front of the catalogue includes a definition of “Guide Price & Reserve Price”. Please note that in addition to the purchase price there is a buyer’s administration fee of £900 incl VAT and there may also be additional non-optional fees on variable fees and costs. To establish the full cost of purchasing a property please inspect the legal documentation and in particular the special conditions. Please also check online at networkauctions.co.uk for updates.*
*The Important Notes For Auction Bidders* at the front of this catalogue includes a definition of “Guide Price & Reserve Price”. Please note that in addition to the purchase price there is a buyer’s administration fee of £900 incl. VAT and there may also be additional non-optional fixed or variable fees and costs. To establish the full cost of purchasing a property please inspect the legal documentation and in particular the special conditions. Please also check online at networkauctions.co.uk for updates.
Residential investment opportunity. A second floor one bedroom flat let on an assured shorthold tenancy.

Description / Location:
A one bedroom flat situated in a good position on the sea front and close to local shops and amenities. The property is in good condition and within walking distance of Hastings Pier. St Leonard's station 0.3 miles, Hastings Station 0.6 miles. The property is let on an assured shorthold tenancy at a rent of £515 pcm. We are informed by the current owner that the tenant is due to vacate on 27th April 2018.

Accommodation:
Second Floor Flat Living room, kitchen, bedroom, bathroom.

Tenure:

To View:
Please contact Elliott Network Auctions on 020 7871 0420

Local Authority:
East Sussex County Council
0345 608 0190 www.eastsussex.gov.uk
A 2 bedroom first floor flat with garage, ideally situated close to the John Radcliffe hospital, vacant.

Description / Location:
The flat is habitable but will benefit from some cosmetic refurbishment, the block is located approximately 0.6 miles from the John Radcliffe hospital.

Accommodation:
First Floor: Entrance hall, living room, kitchen, 2 bedrooms, bathroom.
Outside: Attractive communal grounds, garage.
Energy Rating: E/49

Tenure:
Leasehold: 99 years from 1968

To View:
Please contact Network Auctions

Local Authority:
Oxford City Council
01865 249611 www.oxford.gov.uk

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NEXT AUCTION

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www.networkauctions.co.uk
LOT 40

SUTTON
49 ORCHARD ROAD, SURREY, SM1 2QA

*GUIDE PRICE:
£350,000

First time in the market for 100+ years
An attractive, red brick Edwardian house (1065 sq ft, source EPC). The house is habitable but will benefit from modernisation, vacant.

Description / Location:
The house is situated in a tree lined, no-through road of similar period houses, convenient for local amenities and within close proximity of both primary and senior schools, transport and shopping facilities and West Sutton station (0.2 miles).

Accommodation:
Ground Floor: Double glazed entrance porch leading to entrance hall, sitting room, dining room, kitchen.
First Floor: Landing, 3 bedrooms, bathroom.
Outside: Front garden, rear garden approximately 43 ft depth, shed.

Energy Rating: E/51

Tenure:
Freehold

To View:
Please contact Christies Network Auctions on 020 8643 7777

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A freehold, mixed residential and commercial investment - recently refurbished general stores, post office and coffee lounge (2,949 sq ft - source EPC) with 3 flats above (1 x 3 bed, 2 x 2 bed), let.

Description / Location:
The property has been extended and refurbished to a high standard by the seller on a prominent corner site in the centre of the village. Whitstone is situated between Bude and Launceston. The seller is taking a lease on completion for the commercial premises on FRI terms for 20 years at a rent of £36,000 pa and also for the 3 bedroom flat on AST terms at £7,200 pa. The 2 bedrooms flats are both let on ASTs at £6,000 pa.

Accommodation:
Ground floor: General store/post office/coffee shop totalling 2,949 sq ft. Energy Rating: C/55
First floor: 2 x 2 bedroom flats and 1 x 3 bedroom flat.

<table>
<thead>
<tr>
<th>No.</th>
<th>Accommodation</th>
<th>Lease Term</th>
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<tbody>
<tr>
<td>General stores and coffee lounge</td>
<td>2,949 sq ft.</td>
<td>New 20 year FRI lease from completion at £3,000 p.c.m.</td>
</tr>
<tr>
<td>Flat 1</td>
<td>3 bedrooms</td>
<td>New AST from completion at £600 p.c.m.</td>
</tr>
<tr>
<td>Flat 2</td>
<td>2 bedrooms</td>
<td>Let on AST from at £500 p.c.m.</td>
</tr>
<tr>
<td>Flat 3</td>
<td>2 bedrooms</td>
<td>Let on an AST from at £500 p.c.m.</td>
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<td></td>
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<td>Total £4,600 p.c.m. - £55,200 per annum</td>
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</table>
HOLSWORTHY
WHITSONE VILLAGE STORES AND POST OFFICE, STANHOPE SQUARE, DEVON, EX22 6TX

Tenure:
Freehold

To view:
Please contact Charles Darrow Network Auctions on 01626 330022

Local Authority:
Cornwall Council 0300 1234 100 0300 1234 100www.cornwall.gov.uk

Auctioneers note: Planning permission has been granted for the 3 bedroom flat to be converted into 2 x 1 bedroom flats.

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COMMON AUCTION CONDITIONS

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

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

Auction Conduct Conditions
The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer’s agreement.

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

Important Notice
A prudent buyer will, before bidding for a lot at an auction:
• Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
• Read the conditions;
• Inspect the lot;
• Carry out usual searches and make usual enquiries;
• Check the content of all available leases and other documents relating to the lot;
• Check that what is said about the lot in the catalogue is accurate;
• Have finance available for the deposit and purchase price;
• Check whether VAT registration and election is advisable.

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

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

Wherever it makes sense:
• singular words can be read as plurals, and plurals as singular words;
• a “person” includes a corporate body;
• words of one gender include the other genders;
• references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable), and
• where the following words printed in bold black type appear in the glossary of the catalogue or the parts have been signed and posted or otherwise placed beyond normal retrieval.

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.

Auction Agreement
Subject to condition (g) 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 Institutions
Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

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

Arraists Schedule
The arraists schedule (if any) forming part of the special conditions.

Auction
The auction advertised in the catalogue.

Auction Conduct Conditions
The conditions so headed, including any extra auction conduct conditions.

Auctioneers
The auctioneers at the auction.

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

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

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

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

Condition
One of the auction conduct conditions or 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 not sold at the auction:
(a) the date of the sale memorandum signed by both the seller and buyer; or
(b) if it 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 the exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

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

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

General Conditions
Part of the sale conditions so headed, including any extra general conditions.

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

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

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

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

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

Ready to Complete
Ready, willing and able to complete: if completion would enable the seller to discharge 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 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
Any lease, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

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

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

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

VAT
Value Added Tax or other tax of a similar nature.

YOU can
An option to tax.

The auctioneers
You (and your) someone who has a copy of the catalogue or who attends or bids at the auction or is not a buyer.

AUCTION CONDUCT CONDITIONS

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

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

A2 Our role
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 a contract condition.

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 give you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices
A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

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

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

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

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

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

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

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

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

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information.
A5.1 The contract
A5.1.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.
A5.2 You are obliged to bid for the lot on the terms of the sale memorandum and at the price you bid plus VAT (if applicable).
A5.3 You must before leaving the auction:
(a) if you are buying as agent for the seller, or for any of the special conditions or by an agent on your behalf, for the purpose of enabling you to comply with the terms of the sale memorandum (including proof of your identity if required by the seller),
(b) sign the completed sale memorandum, and
(c) pay the deposit.
A5.4 If you do not comply either:
(a) as agent for the seller that failure as your
repudiation of the contract and offer the lot for sale to such other person as they are entitled to appoint, and the seller is not liable if they are not fit for use.
A5.4.9 You must in accordance with the
A6.2 Deposit
A6.2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the auction conditions (or the total price, if this is less than that minimum); and
(b) 10% of the price (exclusive of any VAT on the price).
A6.2.2 The deposit (a) must be paid in pounds sterling by cheque or by draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of deposit and in that case the form of deposit shall be stated in the auction conditions.
A6.3 We may retain the sale memorandum signed by you or on behalf of the seller until the deposit has been received in full.
A6.4 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 or expense you incur as a result of the buyer’s default.
A6.5 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.
A6.6 Extra auction conduct conditions
A6.6.1 By way of exception to the contrary the minimum deposit we accept is £2000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.
GENERAL CONDITIONS OF SALE
Words in bold green type have special meanings, which are defined in the Glossary.
The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.
G1. The lot
G1.1 The lot (including any rights to be granted or reserved, and whether or not they are described in the special conditions, or if not so described the lot that is referred to in the sale memorandum).
G1.2 The lot is subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
G1.3 The lot is subject to all matters contained or referred to in the documents, but excluding any financial charges. These the seller must discharge on or before completion.
G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and or a tenant or other third party
pay that refund to the buyer.
(f) (subject to the rights of any tenant or other third party) pay hold on trust for the buyer
(buyer) for any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assigns to the buyer the benefit of any claim; and
the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party for the period from and including the contract date to completion).
G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price or to delay completion, or to refuse to complete.
G3.3 Section 47 of the Law of Property Act 1925 does not apply.
G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
G4. Title and identity
G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller for the lot at the contract date and may raise no objection or objection except in relation to any matter that is stated in the contract date.
G4.2 If any of the documents is not made available before the auction the following provisions apply:
(a) the buyer accepts no responsibility or objection to any of the documents that is made available before the auction;
(b) if the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is chargeable on the deposit.
G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters registered or capable of registration as local land charges or to subjects to open public inspection, these are to be treated as within the actual knowledge of the buyer; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant’s obligation relating to the state or condition of the lot where the lease is leasehold property.
G4.4 The transfer is to have effect as to 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, any requisition in relation to, any prior or superior title even if it is referred to in the documents.
G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
G5. Transfer
G5.1 If a form of transfer is prescribed by the special conditions:
(a) the buyer must supply a draft transfer to the seller at least five 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 review or revise the draft transfer within five business days of receiving it from the buyer.
G5.2 If the seller is not able to agree in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one person.
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 require to complete on a business day 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 any VAT and interest).
G6.3 Payment is to be made in pounds sterling and only by (a) direct transfer to the seller’s account;
(b) the release of any deposit held by a stakeholder.
G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract.
the balance of the price is unconditionally received in the seller’s conveyancer’s client account.
G6.5 If completion date becomes subject to force majeure, the buyer may cancel the sale within 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 forcing completion.
67. 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 one on which the notice is given) making time of the essence.
G7.2 The person giving the notice must be ready to accept and conclude all the terms of the contract at the time the notice is given, if the other party so requires.
G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
(a) terminate the contract;
(b) claim the deposit and any interest on it if held by a conveyancer;
(c) forfeit the deposit and any interest on it;
(d) resell the lot; and
(e) claim damages from the buyer.
G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
(a) terminate the contract; and
(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
68. If the contract is brought to an end
If the contract is lawfully brought to an end:
(a) the buyer must return all papers to the seller and any documents or the seller’s agent to cancel any registration of the contract; and
(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 37.3.
69. Landlord’s licence
G9.1 Where the lot is or includes leasehold land and licence is required to assign is subject to this condition G9 applies.
G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is the landlord’s ordinary lawful requirements.
G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
G9.4 The seller must:
(a) use all reasonable endeavours to obtain the licence at the seller’s expense; and
(b) enter into any authorised guarantee agreement properly required.
G9.5 The buyer must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord’s lawful requirements.
G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may give notice to terminate the contract and if no agreement is reached the condition G9 by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
70. If the actual completion date is after the agreed completion date for any reason other than the seller’s default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to including the actual completion date.
71. Subject to condition G11 the seller is not obliged to account or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
72. Income and outgoings are to be apportioned at actual completion as follows:
(a) the buyer is liable to pay interest; and
(b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the basis of the interest that becomes payable by the buyer, in which event interest and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
73. Apportionments are to be calculated on the basis that:
(a) the seller passes over income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period must be calculated at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at completion a reasonable estimate of that amount may be made by reference to a reasonable estimate and further payment made by or on behalf of the seller appropriate within five business days of the date when the amount is known.
71.1 Arrears
Part 1 current rent
G11.1 “Current rent” means, in respect of each of the tenancies involved, the charge to be made for the reinstatement of rent and other sums payable by the tenant in advance on the most recent rent payment date or the completion date, whichever is the earlier.
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 G11.1 do not apply to arrears of current rent.
72. Buyer to pay for arrears
Part 1 of this condition G11.1 applies where the special conditions gives details of arrears.
G11.4 The buyer is in 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.
G11.5 If those arrears are such that the buyer is to assign to the buyer all rights that the seller has to recover those arrears.
73. Buyer not to pay for arrears
Part 3 of this condition G11.1 applies where the special conditions:
(a) so state; or
(b) give no details of any arrears.
G11.6 While any arrears due to the seller remain unpaid the buyer must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate in respect of the arrears for each daily basis on which such arrears remain in default); and
(c) on request, at the cost of the seller, assign to the seller the right to demand and sue for old arrears, such assignment to be in such form as the seller’s conveyancer may reasonably require;
(d) if reasonably necessary, allow the seller’s conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer’s order;
(e) not without the consent of the seller release any tenant or person from liability to pay arrears or accept a surrender of or forfet any tenancy under which arrears are due; and
(f) if the buyer under 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 G11.5.
G11.7 Where the seller has the right to recover arrears it must not without the buyer’s written consent bring any proceedings in respect of any tenant or seek the removal of goods from the lot.
72.1 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 his 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 permission to subdivide 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 under to do so and (but for the indemnity in paragraph (c) expose the seller to a liability that the seller would not otherwise have; in which case the buyer may act reasonably in such a way as to avoid that liability; and
(b) if the seller gives the buyer notice of the seller’s intention to refuse, or 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.
73. Rent deposits
G13.1 This condition G13 applies where the seller holds or otherwise entitled to money by way of rent deposit in respect of a tenancy. Where this condition G13 is entitled to money by way of rent deposit deed holds the deed or other document under which the rent deposit is held.
73.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer’s lawful instructions.
G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
(a) observe and perform the seller’s covenants and conditions in this rent deposit deed and indemnify the seller in respect of any breach; and
(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.
74. VAT
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 (a) if the buyer’s VAT registration, consideration, but only if it 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 or by it by any company in the same VAT group nor will be prior to completion.
75. The buyer 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. 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.
76. 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; and
(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.
76.1 Capital allowances
G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the VAT.
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 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 calculating the appropriate capital allowance.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.1 If the property and the lease are a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The buyer 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 The practitioner G19 applies where the sale is by a practitioner either as seller or as agent of the seller. The practitioner should have been duly appointed and is empowered to sell the lot.

G19.3 Neither the practitioner nor the firm or any member of the firm acting for the practitioner belongs to any personal liability in connection with the sale or 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 site as is where the buyer may have; and
   (c) with no title guarantee; and
   the buyer has no right to terminate the contract or any agreement or agreement in connection with 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 practitioner 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 to 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 or any other person.

G21. Environmental

G21.1 This condition G21 only applies where the special conditions include the words "lots subject to environmental".

G21.2 When 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 through 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 any liability arising from the environmental condition of the lot.

G21.4 Tenancy removal agreements

G21.4.1 This condition G21.4 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 where under such tenancy the tenant is entitled to the proceeds of any sale of the property.

G22. Service Charge

G22.1 The service charge G22 applies where the lot is subject to tenancies that include service charge provisions.

G22.2 The service charge is to be calculated 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 services provided during the current or completion showing:
   (a) service charge expenditure attributable to each tenant;
   (b) payments on account of service charge received from each tenant;
   (c) any amounts due from a tenant that have not been received;
   (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:
   (a) payments on account (whether received or still due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
   (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still due then), the seller must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; and
   (c) the service charge account shows that:
   (i) the service charge expenditure on account that is still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy or penalty, 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) 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 so do.

G23. Rent reviews

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

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree at 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 and not agree at 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 or 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 Where the lot is subject to a tenancy under which the tenant has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and where under such tenancy the tenant is entitled to the proceeds of any sale of the property.

G24.2 Where practicable, without exposing the seller to liability or penalty, must be by 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) provide the buyer with 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) the buyer must notify the seller on that increase that relates to the seller's period of ownership of the lot within five business days after 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 agreement 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 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.

G26. No assignment

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

G27. Registration at the Land Registry

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
   (a) procure that it becomes registered at Land Registry as proprietor of the lot;
   (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
   (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 Condition G27.2 applies where the lot comprises part of a registered title and the buyer must at its own expense and as soon as practicable:
   (a) apply for registration of the transfer;
   (b) provide the seller with an official copy and title plan for the buyer's new title; and
   (c) join in any representations the seller may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be treated as received on:
   (a) delivered by hand; or
   (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
   (c) 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 deliver mail the next following 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 deliver mail the next following business day will be treated as received on the next following business day after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

G29.1 This condition G29.1 is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

G30. Extra General Conditions

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I hereby instruct Network Auctions (the ‘Auctioneers’) to bid on my behalf in accordance with the terms and conditions shown in this agreement. I acknowledge that if my bid is successful I will have entered into a binding contract to purchase the lot and authorise the Auctioneers herewith to sign the auction contract on my behalf.

Name

Address

TELEPHONE NUMBERS

Business

Home

Mobile

Email address

Address of Lot

Lot No.

Amount of deposit

Maximum bid (Figures) (Words)

Solicitors

Solicitors Tel No.

Contact Name

Email

Solicitors Address

Postcode

Signed

Date

TERMS & CONDITIONS FOR BIDDING BY TELEPHONE, INTERNET OR PROXY

1. The completed form must be delivered to Network Auctions (42-44 Clarendon Road, Watford, Hertfordshire WD17 1JJ) no later than twenty four hours prior to the auction with the appropriate payment. If you intend to bid for more than one lot then a separate form for each lot must be completed.

2. The completed form must be delivered with a payment to include the deposit of 10% of the maximum bid (subject to a minimum of £2,500) and the auctioneers’ administration fee of £75 plus vat (£900). This payment can be made by cheque or banker’s draft (payable to Network Auctions). Payments by credit card or cash cannot be accepted. Cheques supplied by unsuccessful bidders will be destroyed.

3. If the bidder purchases the lot at less than ten times the sum of the deposit provided, the whole of the deposit provided will be used as the deposit payment and an adjustment will be made at completion by the solicitors who will provide a completion statement showing the adjustment.

4. The bidder is deemed to have inspected the legal pack and to have taken all necessary legal and other professional advice prior to bidding. The bidder is also deemed to have viewed the property (where viewings are made available by the Auctioneers).

5. The bidder is deemed to have full knowledge of the General and Special Conditions of Sale and the Notice to All Prospective Buyers therein. The bidder is deemed to have full knowledge of any addendum produced by the Auctioneers at or prior to the auction. Bidders are advised to check whether any relevant addendum has or will be produced, but the Auctioneers will not be liable to the bidder if he/she fails to check.

6. The bidder is deemed to have read the auction catalogue, the Auctioneers’ Important Notes For Auction Bidders’ and to be aware of the guide price that the Auctioneers are quoting.

7. The bidder is deemed to have viewed the property (where viewings are made available by the Auctioneers) and to be aware of any addendum produced by the Auctioneers at or prior to the auction. The bidder is deemed to have read the auction catalogue, the Auctioneers’ Important Notes For Auction Bidders’ and to be aware of the guide price that the Auctioneers are quoting.

8. The Auctioneers assume that the bidder is bidding for himself/herself. If the bidder intends to purchase the lot in a name other than his/her personal name (and other than as shown on page 1 of this agreement), arrangements must be made with the Auctioneers in advance.

Proof of Identity

The completed form must be delivered with proofs of identity as detailed in the auction catalogue. Without these the Auctioneers will be unable to action this bid.

In addition to the above terms and conditions the following applies to internet bidders only:

1. Internet bidders accept that access to Essential Information Group’s (EIG) services (via EIG’s or Network Auctions’ website or services) could be interrupted or withdrawn at any time. If you intend to bid by internet you should also consider making an alternative provision for making bids prior to the auction. Neither the Auctioneers nor EIG have any liability if a bid fails to be received by us or if the bid is delayed or made in error for any reason.

In addition to the above terms and conditions the following two apply to proxy bidders only:

1. The Auctioneers will make bids for the bidder up to the maximum amount shown on page 1 of this agreement, but not higher under any circumstances.

2. The Auctioneers undertake with the bidder to make an initial bid on the bidder’s behalf at a figure no higher than the reserve price and further undertake to bid incrementally on the bidder’s behalf as per other bids made in the saleroom.
MEMORANDUM

Date: ..................................................................................................................................................................................................

Name of Seller: .................................................................................................................................................................................

Address of Seller: ............................................................................................................................................................................

Name of Buyer: ...................................................................................................................................................................................

Address of Buyer: ...............................................................................................................................................................................

Phone Number: ................................................................................................ Email: ..................................................................................

Lot Number: ......................................................................................................................................................................................

Address: ............................................................................................................................................................................................

‘The Price’: ........................................................................................................................................................................................

‘Administration Charge’: £900 incl VAT payable by the buyer to The Auctioneers in addition to ‘The Price’

‘The Completion Date’: ....................................................................................................................................................................

Deposit Paid to Auctioneers: ..........................................................................................................................................................

Balance due at Completion: ..........................................................................................................................................................

The seller agrees to sell and the buyer agrees to buy ‘The Lot’ for ‘The Price’ and to complete the purchase on ‘The Completion Date’.

This agreement is subject to the Auctioneers’ Conditions of Sale, Common Auction Conditions (Edition 3) and General Conditions of Sale (as published in the auction catalogue) and the Special Conditions of Sale (as provided in the Legal Pack and as settled by the seller’s solicitors).

Signed on behalf of the Seller: ..........................................................................................................................................................
By Network Auctions for and on behalf of the seller

Signed by the Buyer: ...........................................................................................................................................................................

Buyer’s Solicitors: ...............................................................................................................................................................................

Phone Number: ................................................................................................ Email: ..................................................................................

Name of Solicitor: ..............................................................................................................................................................................
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