

**DEDMAN  
GRAY**

Auction

The Land & Property

# Auction

Wednesday 14th July 2010 at 3pm

Saxon Hall - Aviation Way, Southend on Sea, Essex



[www.dedmangray.co.uk](http://www.dedmangray.co.uk)

# IMPORTANT NOTES

TO BE READ BY ALL PROSPECTIVE PURCHASERS

1. Prospective purchasers attention is drawn to the General and Extra Conditions of Sale found towards the back of this catalogue and which relate to all properties. The Special Conditions of Sale relating to individual properties are available generally from the Auctioneers upon application.
2. Prospective purchasers shall be deemed to have inspected the relevant property and to have made all the normal Searches and Enquiries. Inspection of all tenanted properties is by courtesy of the tenants. The Auctioneers will endeavour to arrange the viewing of vacant properties. All viewings are at your own risk. The Vendor and Auctioneer do not take any responsibility for any losses, damage or accident.
3. We will only accept bids in the auction room from those prospective purchasers who have previously registered as a bidder. Purchasers are able to pre-register as a bidder at any time running up to the auction and on the day of the auction staff will be available at the auction room from 45 minutes prior to each auction.
4. Any areas and measurements referred to within the particulars within this catalogue are approximate, are for guidance only and do not form part of any contract.
5. Any photographs or plans that are included within this catalogue are provided for the convenience of prospective purchasers, are not necessarily to scale and do not form part of any contract.
6. The successful bidder will be under a legally binding contract upon the fall of the Auctioneer's Gavel and must immediately provide to the Clerk of the Auctioneer their name, address and telephone number and, where appropriate, the name, address of the person or company on whose behalf he or she has bid, together with the name and address of the solicitors acting on behalf of the purchaser. Where such bidder fails to provide such information the Auctioneer shall be entitled to re-offer the property for sale. The information provided will be used to complete a Memorandum of Contract in the form of a Memoranda found on this inside rear cover of this catalogue which the successful bidder must sign and exchange with the Auctioneer's staff prior to leaving the room.
7. Each purchaser will be required to furnish the Auctioneer's staff with a 10% deposit, minimum deposit £2,000, whichever is the greater. This deposit should be by Banker's Draft or cheque made payable to Dedman Property Auctions Limited. A separate deposit will be required in respect of each and every Lot purchased. The purchaser will be required to provide two forms of identification to comply with the Money Laundering Regulations 2003.
8. The successful purchaser will be required to pay to the Auctioneers a Buyer's Fee of £195 + VAT on signing of the documents for each Lot purchased.
9. The Auctioneers or their Vendor client cannot be held responsible for abortive cost incurred in respect of Lots which are either withdrawn or sold prior to auction. Prospective purchasers intending to bid at the auction for a specific Lot are, therefore, advised to contact the Auctioneers prior to the Auction to check whether the particular Lot will be offered in the room.
10. The successful bidder will be responsible for insuring the property from the fall of the Gavel and should make his or her own arrangements in this regard.
11. All sales are exclusive of VAT unless otherwise provided in the particulars and Special Conditions of Sale. If applicable VAT will be added to the purchase price at the prevailing rate.

# AUCTION INFORMATION

## General

These notes are intended to assist bidders and buyers. If you are not familiar with auction procedures or require general information or specific information related to a particular Lot, please contact us and we will endeavour to assist.

## Viewings

It may be possible to inspect a property prior to auction. However, this is not usually the case with tenanted properties where viewing is only possible with the courtesy of the tenants. The viewing arrangements are printed in the catalogue under each individual Lot.

## Guide Prices and Results

We would generally issue a guide price for each property. If a guide price is not printed in the catalogue then please contact Dedman Gray Property Auction Department. The guide prices are indicative only and may be subject to change at any time. The guide prices are issued for guidance only and are updated regularly. The ultimate reserve price may exceed the previously quoted guide price.

## Pre-Bidding Registration

To be able to bid at a Dedman Gray Property Auction, you need to register as a bidder. You can do this at any time by contacting the Auction team prior to the auction, or in the room on the day from approximately 45 minutes before the start of the auction. You will be given a card bearing an exclusive number which will be your bidding number. To bid at the auction, you should raise the card showing the auctioneer your number. Without a card or number we will not be able to recognise your bid.

## General Conditions/Extra Conditions

All Lots within this catalogue are sold subject to these conditions which are printed towards the back of this catalogue.

## Special Conditions of Sale

These conditions relate specifically to the particular Lot indicated. Where Special Conditions apply to a Lot they are available separately from Dedman Gray Property Auction Department and always available in the Auction Room.

## Legal Documents

We strive to ensure that legal documents for all Lots are available for inspection at our office and at the Auction Sale Room. Should copies of the available documentation be required prior to Auction, these can usually be posted to interested purchasers.

## Offers Prior To Auction

Where a party is interested in purchasing he should ensure that the Auctioneer is aware of his interest as sometimes properties are sold prior to auction. Should you wish to make an offer to purchase prior to the sale then contact Dedman Gray Property Auction Department by telephone, letter or fax. These offers should be the bidders best and final offer as the Auctioneer may not consult the bidder further. If the offer is accepted there will be no commitment on either party until a contract is exchanged. We will strive to respond immediately to all offers, however, if you do not hear from us within 48 hours of submitting an offer then it should be assumed that the offer is not acceptable at that time but may subsequently be reviewed.

## If You Cannot Attend The Auction

We strongly recommend that interested parties attend the Auction in order to bid. If this is not possible then by prior arrangement you can authorise the Auctioneer to bid on your behalf (by Proxy) up to a specified limit. Alternatively, you can bid by telephone whereby a member of the Auction Team will take bids, by telephone, and bid on your behalf in the room. The Telephone/Proxy Bidding Form can be found on page 3.

## Finance

Please ensure that you have arranged for adequate finance for your purchase. At the auction you will be asked for a deposit of 10% of the purchase price (minimum £2,000) whichever is the greater. A cheque or Bankers Draft is sufficient. In addition you will be required to pay to the Auctioneers the Buyer's Fee of £195 + VAT (£229.13), this is to be included in your deposit cheque/draft. This fee is payable for each Lot purchased.

# IMPORTANT NOTICE

**PLEASE NOTE THAT any person buying or bidding at auction MUST produce documentation to confirm their name and residential address.**

The following tables detail the documents accepted for proof of identity and proof of residency, 1 (one) document is required from each table:

## Proof of Identity

- Current signed Passport
- Current full UK/EU Photo Card Driving Licence
- Current full UK Driving Licence (old style)
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification statement containing current address
- Firearms Certificate

## Proof of Address

- Current full UK/EU Photo Card Driving Licence
- Current full UK Driving Licence (old style)
- A utility bill issued within the last 3 months (excluding mobile phone bills)
- Local Authority tax bill - valid for the current year
- Bank, Building Society or Credit Union containing current address
- The most recent original mortgage statement from a UK Lender

- Please note that a Provisional Driving Licence will NOT be accepted, it must be a FULL licence.
- A Driving Licence can only be used as evidence of identity OR address but not both.

If the purchaser's details are different from the successful bidder, the purchaser must then provide proof of identity and residency to their solicitor, a copy of this will be requested by us following the auction.

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**Mike Gray**  
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**DEDMAN  
GRAY**

Auction

**Contact Auction Tel: 01702 311010**

Fax: 01702 587970 Email: [auction@dedmauctions.com](mailto:auction@dedmauctions.com)

**Auction Room Telephone: 07775 708881**

(available during the auction and 1 hour prior)

**Office: 103 The Broadway, Thorpe Bay, Essex, SS1 3HQ**

## FUTURE AUCTION DATES

**8th September – Closing date for entries 4th August**

**20th October – Closing date for entries 15th September**

**If you have a property or land that you are considering selling at Auction, please speak to a member of the Auction Team to arrange a free Auction appraisal.**



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# TELEPHONE/PROXY BID FORM

PLEASE COMPLETE AND RETURN THE ATTACHED PROXY BID FORM TO THE AUCTIONEER'S OFFICE.

THE TELEPHONE NUMBER FOR TELEPHONE BIDS (ONLY BY PRIOR ARRANGEMENT) IS

**07775 708881**

OUR STAFF WILL ALSO BE AVAILABLE ON THIS NUMBER FOR URGENT ENQUIRIES IMMEDIATELY BEFORE, DURING AND SHORTLY AFTER THE AUCTION.

**WE STRONGLY RECOMMEND THAT BIDDERS SHOULD PERSONALLY ATTEND THE AUCTION, HOWEVER, IF THEY ARE UNABLE TO DO SO THEY MAY TAKE ADVANTAGE OF THE FACILITY TO BID BY TELEPHONE OR BY PROXY. PROXY BIDS ARE ACCEPTED UPON THE FOLLOWING TERMS AND CONDITIONS:**

The bidder must complete a separate authority form for each Lot involved, and provide a banker's draft, solicitor's clients account cheque or cheque signed by a Building Society, for 10% of the maximum amount of the bid for each Lot or £2,000 whichever is the greater.

If a personal cheque is used, this MUST be in the hands of the Auctioneers five working days prior to the auction to enable the cheque to be express cleared. With proxy bids, if the property is purchased at a figure less than the amount of the bid, the payment will be used in full as the deposit.

With a telephone bid, if the property is purchased at a higher price than stated then a balancing amount from the purchaser will be required to make the deposit the full 10%. This is required within 24 hours of the auction. If the purchase price is less than the amount of the bid then the payment will be used in full as the deposit.

In the event that the bidder is unsuccessful, the full amount of the deposit will be promptly refunded.

In addition you will be required to pay to the Auctioneers the Buyer's Fee of £195 + VAT (£229.13), this is to be included in your deposit cheque/draft. This fee is payable for each Lot purchased.

The form must be sent, or delivered to, Dedman Gray Property Auction Limited, Level 1, Vantage House, 6-7 Claydons Lane, Rayleigh, Essex SS6 7UP, to arrive by 1.00pm on the day of the Auction. It is the bidder's responsibility to check that the form is received by Dedman Gray Property Auction Limited, and this can be arranged by telephoning the office.

The bidder shall be deemed to have read the particulars of the relevant Lot in the catalogue and the General and Special Conditions of Sale. The bidder shall be deemed to have taken all necessary professional and legal advice, and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot.

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

In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Dedman Gray Property Auction Limited will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.

In the case of written bids, Dedman Gray Property Auction Limited staff will compete in the bidding up to the maximum of the authorisation. Dedman Gray Property Auction Limited reserves the right not to bid on behalf of telephone/written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever, and gives no warranty or guarantee that a bid will be made on behalf of the bidder and accept liability.

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

In the event of a Contract, a deposit monies will be applied so far as necessary to meet the requirement for 10% deposit (minimum £2,000) and the balance of the deposit (if any) will be returned promptly to the bidder.

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

Once delivered to the Auctioneers, the authority to bid is binding on the bidder up to 6.00pm on the following day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post Auction where the bidding has not reached the reserve.

The authority may only be withdrawn by notification in writing delivered to Dedman Gray Property Auction Limited at their office by 1.00pm before the start of the Auction on the day the Lot is offered or by delivery into the hands of the Auctioneer in the Auction room half-an-hour before the start of the Auction. It is the bidder's responsibility to obtain a receipt on a copy of the withdrawn notification signed by a representative of Dedman Gray Property Auction Limited.

# BIDDING BY TELEPHONE OR PROXY

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

Contact Tel No. \_\_\_\_\_

I/we authorise your firm to bid on my/our behalf

For Lot \_\_\_\_\_ in your auction on

\_\_\_\_\_

Up to a maximum of £ \_\_\_\_\_

I/we would like to arrange to bid by telephone

On Lot \_\_\_\_\_ in your auction on

\_\_\_\_\_

I/we enclose bankers drafts/solicitors clients account cheque/ Building Society cheque for 10% of the purchase price or £2,000\* and authorise you to exchange contracts on my/our behalf in the event the Lot is knocked down to me/us at the price indicated above or the highest bid whichever is the lower. You are authorised to sign the contract on my/our behalf.

In addition you will be required to pay to the Auctioneers the Buyer's Fee of £195 + VAT (£229.13), this is to be included in your deposit cheque/draft. This fee is payable for each Lot purchased.

\* Whichever is the greater.

## Solicitors/Licensed Conveyancer will be:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Date \_\_\_\_\_

If the person signing is not the bidder the signatory warrants that authority has been given by the bidder.

Name of Purchaser \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Signature \_\_\_\_\_



**THE NEW EMPIRE THEATRE****FREEHOLD FOR SALE - VACANT POSSESSION****22 Alexandra Street, Southend-on-Sea, Essex, SS1 1BU****LOCATION**

Southend-on-Sea is one of the principal commercial centres in Essex, situated on the northern bank of the Thames Estuary approximately 45 miles from Central London, 20 miles from Chelmsford and 24 miles from Junction 29 of the M25. The town enjoys excellent road communications with good road access to the M25 via the A13 or A127 and is also served by two main railway lines, Southend Victoria to London Liverpool Street and Southend Central to London Fenchurch Street, with a journey time to the city of less than an hour.

The New Empire Theatre is located on the northern side of Alexandra Street and is a short distance from the High Street, The Royals Shopping Centre and the Seafront.

**DESCRIPTION**

The New Empire Theatre dates back to the late 1900's and the existing building is arranged over basement, ground, first and mezzanine levels. Occupying a site of 0.32 acres, the building presents a range of redevelopment and refurbishment opportunities (subject to planning).

**PLANNING**

Alexandra Street forms part of the Clifftown area and we understand that the town's regeneration stakeholders are in the process of preparing a Development Brief for a number of sites within the locality which seeks to build on the distinct character of the Clifftown area as a niche retail, restaurant and cultural location. The stated development aspirations also aim to strengthen the retail offer in and around the High Street, promote interaction between the town centre and seafront, and develop the evening economy.

For further information on planning please contact Southend-on-Sea Borough Council on 01702 215000

**EXISTING ACCOMMODATION**

Plans showing the existing arrangement of the building are available for inspection at the offices of Dedman Gray Commercial.

**FEATURES**

Catchment Area of 325,000  
Essex University & South Essex College campuses nearby  
Vibrant retail and leisure location  
Strong night time economy  
Site area of 0.32 acres  
Re-development/refurbishment opportunity  
Immediate availability

**TERMS**

The property is available on a freehold basis for which our clients are seeking offers in the region of £1,150,000.

**BUSINESS RATES**

The property is entered on the 2010 Rating List as Theatre & Premises with a current rateable value of £13,750

# LAST AUCTION RESULTS

Results of Auction held:  
26th May 2010, Saxon Hall, Aviation Way, Southend-on-Sea, Essex, SS2 6UN

LOT	PROPERTY DESCRIPTION	RESULT	PRICE
1	22 Village Drive, Canvey Island, Essex	AVAILABLE	£126,000
2	Land adj to Overdale, Stacey Drive, Langdon Hills, Essex	<b>SOLD</b>	<b>£148,000</b>
3	2 Plaza Way, Southchurch Road, Southend-on-Sea, Essex	AVAILABLE	£82,500
4	Sunny Acres Farm, Grange Avenue, Mayland, Chelmsford, Essex	AVAILABLE	£180,000
5	172 Station Road, Westcliff-on-Sea, Essex	WITHDRAWN	
6	94 Twyford Avenue, Great Wakering, Southend-on-Sea, Essex	WITHDRAWN	
7	66/68 Claudius Way, Witham, Essex	WITHDRAWN	
8	102 St. Helens Road, Westcliff-on-Sea, Essex	AVAILABLE	£250,000
9	R/O Barclay Court, 14 Southchurch Boulevard, Southend-on-Sea, Essex	AVAILABLE	£38,000
10	168, 170, 172 Tintern Avenue & 362 Fairfax Drive, Westcliff-on-Sea, Essex	<b>SOLD</b>	<b>£168,500</b>
11	3 Maldon Road, Southend on Sea, Essex	AVAILABLE	£75,000
12	Unit 5, Imperial Park, Towerfield Road, Shoeburyness, Southend-on-Sea	<b>SOLD</b>	<b>£60,000</b>
13	32 St. Leonards Road, Southend-on-Sea, Essex	WITHDRAWN	
14	28 Woodhurst Road, Canvey Island, Essex	WITHDRAWN	
15	Clear Springs, Holiday Chalet Site, Low Road Dovercourt, Harwich	AVAILABLE	£585,000
16	Land at Dunmow Road, Little Canfield, Dunmow, Essex	WITHDRAWN	
17	44 Glenbervie Drive, Leigh-on-Sea, Essex	<b>SOLD</b>	<b>£170,000</b>
18	42 Hadleigh Road, Leigh-on-Sea, Essex	AVAILABLE	£360,000
<b>TOTAL REALISATION</b>			<b>£546,500</b>

## Total realised for 2010: £1,956,500

Complete Auction Results Fax Line



Auction Results **09067 591 163**

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

The Essential Information Group Ltd Tel: 0870 112 30 40 (Calls cost 75p p/min for 09067 at all times)

The next Dedman Gray Property Auction is to be held on: **8TH SEPTEMBER 2010**

# ORDER OF SALE

14th July 2010, 3.00pm at Saxon Hall, Aviation Way, Southend-on-Sea, SS2 6UN

LOT	PROPERTY DESCRIPTION	PRICE GUIDE
1	59 Southview Drive, Westcliff-on-Sea, Essex	£150,000
2	21a Collingwood Road, Witham, Essex	£550,000
3	Land at Hepworth Road, Theltham, Diss, Norfolk	£70,000
4	251A Hamstel Road, Southend-on-Sea, Essex	£62,500
5	Denecroft, Harding Elms Road, Crays Hill, Billericay, Essex	£315,000
6	15 Holyrood Drive, Westcliff-on-Sea, Essex	£300,000
7	7-9 Brentwood Road, Chadwell St Mary, Grays, Essex	£500,000
8	36 & 36a Oakleigh Avenue, Southend-on-Sea, Essex	£4,000
9	The Forge, 223 Greensward Lane, Hockley, Essex	£150,000
10	67 Eastwood Boulevard, Westcliff-on-Sea, Essex	£380,000
11	The Stores, 9 The Broadway, Jaywick, Clacton-on-Sea, Essex	£180,000
12	20-22 Beacon Hill, Maldon, Essex	£525,000
13	10 Seaforth Road, Westcliff-on-Sea, Essex	£290,000
14	102 St. Helens Road, Westcliff-on-Sea, Essex	£225,000
15	Barclay Court, 14 Southchurch Boulevard, Southend-on-Sea, Essex	£38,000
16	19 & 19A Salisbury Road, Westcliff on Sea, Essex	£220,000
17	340 Icknield Way, Letchworth Garden City	£115,000
18	Sunny Acres Farm, Grange Avenue, Mayland, Chelmsford, Essex	£165,000
19	21a Bournemouth Park Road, Southend-on-Sea, Essex	£100,000
20	Cerine, 105 Braintree Road, Witham, Essex	£275,000
21	Land at Dunmow Road, Little Canfield, Dunmow, Essex	£550,000

These guide prices were correct at the time of print, they will be reviewed on a daily basis to reflect the interest shown.

Contact the Auction Team for current prices.

**LOT 1**

**FREEHOLD VACANT DETACHED HOUSE**

## 59 Southview Drive, Westcliff on Sea, Essex, SS0 9QA

A character detached property located in Central Westcliff, close to London Road and a short walk to Chalkwell Park. This property has scope for refurbishment with excellent potential, therefore suitable as a small project for the DIY enthusiast or buy to let investor.



**GUIDE PRICE: £150,000**

### ACCOMMODATION & MEASUREMENTS

Entrance Hall  
Front Reception Room - 14'10x10'7  
Dining Room - 11'4x10'8  
Kitchen - 8'8x7'  
Bedroom 1 - 15'x11'a  
Bedroom 2 - 11'6x10'6  
Bedroom 3 - 8'6x5'6  
First floor  
bathroom/combined W.C.  
Rear Garden

N.B.

Mostly Double Glazed  
Gas central heating

### VIEWING

By appointment with the Auctioneers

JOINT AGENTS

**Duncan**

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Essex, SS0 9SY  
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## LOT 2

# VACANT FREEHOLD DEVELOPMENT SITE WITH PLANNING FOR THREE NEW HOUSES OR SIX NEW FLATS



FRONT ELEVATION OF PROPOSED NEW HOUSES



**GUIDE PRICE: £550,000**

## 21A Collingwood Road, Witham, Essex, CM8 2DY

**AN EXCEPTIONAL OPPORTUNITY.** This substantial vacant detached house situated on a large plot originally had planning permission to convert into two self-contained flats and erect six new flats fronting Lockram Lane. Now planning permission has also been obtained to build three new three or four bedroom detached houses and keep/demolish the existing property.

The site is located in a central position in Witham close to Newland Street where most of the banks, building societies and shopping facilities are. Also within easy access is the main A12 trunk road and Witham railway station with services to London Liverpool Street.

### TOWN PLANNING

Planning permission was granted by Braintree District Council for: Application No: 07/01578/OUT for the erection of a two storey detached block of 6 flats fronting Lockram Lane

Application No: 09/01430/OUT for the erection of three new dwellings and the refurbishment/demolition of existing property.

N.B. Dedman Gray Auction has not inspected internally the existing property for conversion. Full planning details and plans can be obtained from our office upon request

### VIEWINGS

By prior appointment with the Auctioneers.



## LOT 3

## 2.6 ACRES OF FREEHOLD LAND FOR SALE WITH POSSIBLE DEVELOPMENT POTENTIAL (SUBJECT TO PLANNING APPROVAL)

### Land at Hepworth Road, Thelnetham, Diss, Norfolk, IP22 1JH

Approximately 2.6 acres with development potential subject to gaining planning consents, containing 3 single storey workshops, hard standing and open agricultural land. This piece of land is located in a lovely rural setting just a short drive from the villages of Barningham, Market Weston and Thelnetham and close to the A143 linking Diss & Bury St Edmunds.



**GUIDE PRICE: £70,000**

Building 1 - currently vacant.

263 sq metres

Building 2 - occupied under a let agreement achieving £1,200 per annum

235 sq metres

Building 3 - occupied under a let agreement achieving £900 per annum

429 sq metres

Open agricultural land to the rear of the plot is let and achieving £160 per annum

Total Income produced  
£2,260 per annum

N.B.

We have not inspected the lease agreements and therefore cannot verify the rental amounts.

#### PLANNING

Extracts from the planning history are included in the legal pack, which is available from the auctioneers upon request.

#### VIEWING

Only by appointment with the Auctioneer

## LOT 4

## GROUND FLOOR STUDIO FLAT SUBJECT TO AN ASSURED SHORTHOLD TENANCY

### (Rear of shop 251) 251a Hamstel Road, Southend on Sea, Essex, SS2 4LB

Situated just behind a small retail shop unit, is this ground floor studio flat, currently let on an Assured Shorthold Tenancy. Located just off Southchurch Boulevard, close to local shopping and public transport.



**GUIDE PRICE: £62,500**

#### ACCOMMODATION & APPROXIMATE MEASUREMENTS

Living/Bedroom 10'8 x 10'9

Kitchen 6'8 x 6'8

Shower/WC

#### LEASE DETAILS

99 years from 1st July 1983

#### RENT RESERVED

£3,540 per annum

#### TENANCY

Let out from 23rd July 2009 at a rent of £295pcm. We are advised that the tenancy is now statutory periodic.

#### VIEWING

By appointment with the Auctioneers and courtesy of the Tenant.

## LOT 5

## FREEHOLD DETACHED BUNGALOW WITH POTENTIALLY A LARGE BUILDING PLOT FOR A SINGLE DWELLING, SUBJECT TO PLANNING CONSENT

### Denecroft, Harding Elms Lane, Crays Hill, Billericay, Essex, CM11 2UH

An excellent opportunity to acquire this detached residence with an 83' approx FRONTAGE occupying a LARGE PLOT going back to the rear exterior by more than 145' The three bedroom bungalow is in need of some refurbishment works however this is a great opportunity to build your own home, subject to planning consent.



#### LOCATION

Situated in this semi-rural and picturesque area just outside of Billericay, close to the A127 Arterial Road.

#### VIEWING

By appointment with the Auctioneers

#### ACCOMMODATION

Living room  
Kitchen  
Three bedrooms  
Bathroom/W.C.



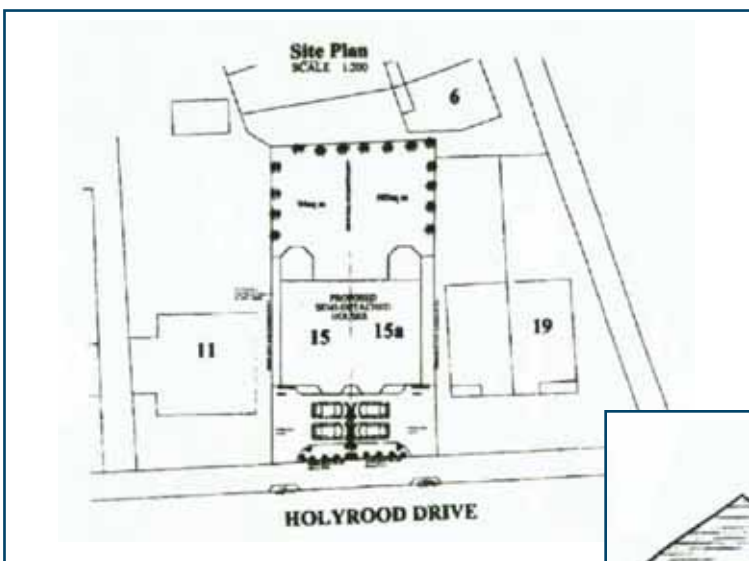
**GUIDE PRICE: £315,000**

## LOT 6

## RESIDENTIAL DEVELOPMENT OPPORTUNITY WITH PLANNING APPROVED FOR TWO FOUR-BED SEMI DETACHED HOUSES

### 15 Holyrood Drive, Westcliff on Sea, Essex, SS0 9XY

Situated in a popular, tree-lined residential turning, planning consent has been approved to demolish the existing property and erect a pair of four-bedroom semi detached houses, with vehicular access. Located on the western side of Holyrood Drive, within easy reach of local shopping amenities.



#### PLANNING

Application No.  
SOS/09/01389/FUL  
Southend on Sea Borough  
Council

#### JOINT AGENTS

**Duncan**

T H Duncan & Co  
797 London Road,  
Westcliff on Sea  
Essex, SS0 9SY  
01702 476184

#### VIEWING

Strictly by appointment  
through the auctioneers or  
joint agents

**GUIDE PRICE: £300,000**





## 7-9 Brentwood Road, Chadwell St Mary, Grays, Essex, RM16 4JD

Located in a prominent position near the junction of Chadwell Hill and Brentwood Road, this freehold investment generates a total income of approximately £49,000 per annum. Currently, the double shop is let on long lease to a restaurant which has been trading for 13 years and the flats above, including three bedsits, let on Assured Shorthold Tenancies.

### ACCOMMODATION

Restaurant Frontage 31'9  
Depth 50'  
Rear storage rooms  
W.C facilities  
Kitchen 16'3 x 10'9

Self contained Flats  
9a Brentwood Road - Two bedroom flat

Ground floor flat r/o  
7c Brentwood Road - One bedroom flat with garden

Bedsits  
Three rooms

### TENANCIES

The restaurant is let on a long lease for 25 years with 12 years remaining. 3 yearly rent review pattern. Total rental per annum £23,000

Flat 7A Brentwood Road - Let on an 12 month Assured Shorthold tenancy from March 2010 at a rent of £600pcm  
Flat 7B Brentwood Road - Let on an Assured Shorthold tenancy at a rent of £520pcm (Exact start date to be advised)

### Bedsits

The rooms are let on Assured Shorthold tenancies totalling £1,061.66pcm approximately

Total Rental income produced £49,180

### N.B.

Dedman Gray Auction has not inspected the bedsits or the flat at 7c Brentwood Road.

### VIEWING

By appointment with the Auctioneers and courtesy of the Tenants. Please note that the restaurant viewings will be limited due to trading times.

**LOT 8****FREEHOLD GROUND RENT INVESTMENT SECURED ON TWO FLATS****36/36A Oakleigh Avenue, Southend on Sea, Essex SS1 2QR**

An opportunity to purchase the freehold of this converted house divided into two flats (both with garden access) sold on long leases, producing ground rent income.

**TENURE**

36 Oakleigh Road - Lease term 150 years from 12.12.1999

36a Oakleigh Road - Lease term 99 years from 12.12.1989

**N.B.**

Section 5(b) Notices have been served on the qualifying tenants to comply with the 1987 Landlord & Tenant Act. The tenants have not declared their interest.

**RENT RESERVED**

36 Oakleigh Road - £50 per annum rising every 50 years

36a Oakleigh Road - £50 per annum for the remainder of the lease

**GUIDE PRICE: £4,000****LOT 9****DEVELOPMENT OPPORTUNITY - FREEHOLD VACANT FORMER FORGE WITH PLANNING PERMISSION OBTAINED FOR NEW BUSINESS UNITS****The Forge, 223 Greensward Lane, Hockley, Essex, SS5 5JN**

This existing single storey property has planning consent approved by Rochford District Council to demolish the rear timber workshop and refurbish the existing building to provide three starter (Seedbed) business units with parking & WC facilities. This will then have the scope for many uses under Class B1.

The property is located within easy access of local amenities, including schools, shops and Hockley main-line station.

External measurements (approximate)

50' x 18'6 (15m x 5.6m) plus wooden addition  
Total floor area 174 sq ft

Driveway to rear yard 11' (3.3m)  
Yard  
Total site area 0.11 acres approximately  
Road frontage 61ft

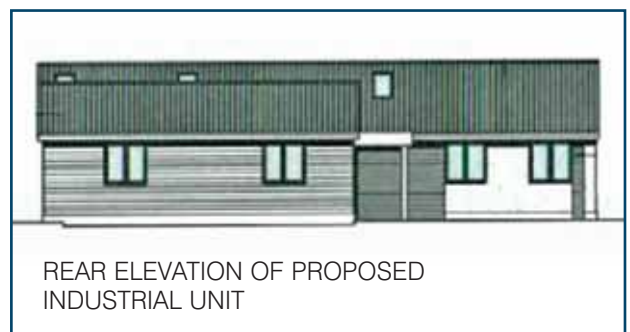
Plans for the new building proposal are available upon request.

**PLANNING**

Rochford District Council  
Tel: 01702 546366  
Application No: 09/00168/COU

**VIEWING**

By appointment with Auctioneers



REAR ELEVATION OF PROPOSED INDUSTRIAL UNIT

**GUIDE PRICE: £150,000**

**LOT 10****DETACHED FREEHOLD THREE BEDROOM HOUSE WITH FULL PLANNING PERMISSION TO EXTEND AND MAKE ALTERATIONS****67 Eastwood Boulevard, Southend on Sea, Essex, SS0 0BY**

A substantial three bedroom detached residence, convenient for Chalkwell Station, Southend Town Centre and all local amenities. The property is in need of complete re-furbishment but has planning permission approved for extensions and alterations. However, there is also the potential for further redevelopment to possibly build two new houses, subject to planning. Ample off street parking to the front exterior, the property has a garage and car port. Frontage measures approximately 50' and the overall depth of the plot is approximately 200'.

**GUIDE PRICE: £380,000**

**ACCOMMODATION**  
 Bedroom 1  
 Bedroom 2  
 Bedroom 3  
 First floor bathroom/WC  
 Reception Room 1  
 Reception Room 2  
 Conservatory/Sun lounge  
 Kitchen  
 Rear Garden (with swimming pool 15 x 28)

windows to rear with balcony at front to first floor.  
 Southend on Sea Borough Council  
 01702 215004

**VIEWING**  
 By appointment with the Auctioneers.

**JOINT AUCTIONEERS**  
**Duncan**  
 T H Duncan & Co  
 797 London Road,  
 Westcliff on Sea  
 Essex, SS0 9SY  
 01702 476184

**PLANNING**  
 Ref Number  
 SOS/09/02388/FULH  
 Erection of a single storey rear, part single/part two storey front and side extensions and dormer

**LOT 11****EXCELLENT BUSINESS OPPORTUNITY - FREEHOLD CORNER SHOP PREMISES AND SELF CONTAINED THREE BEDROOM FLAT SOLD WITH VACANT POSSESSION****The Stores, 9 The Broadway, Jaywick Village, Clacton, Essex, CO15 2EB**

Trading for over 50 years as a convenience store and off licence, this freehold building is located amongst other well established independent retailers serving the local community and is surrounded by residential dwellings and caravan parks close to the sea. Prospective business entrepreneurs looking to continue trading, can look forward to receiving possible rental income from the self-contained first floor three bedroom flat or alternatively use as owner-occupation.

**GUIDE PRICE: £180,000**

**N.B.**  
 Turnover on accounts ending April 2009 showed £255,777 without any tobacco sales.

**TENANCY**  
 Let on an Assured Shorthold Tenancy at a current rent of £480pcm. The tenant has been there for 5 years.

**GROUND FLOOR**  
 Retail Premises 800sq ft approximately  
 Office  
 W.C.

**RENT RESERVED**  
 £5,760 per annum

**VIEWING**  
 By appointment with Auctioneers

**FIRST FLOOR FLAT**  
 Three bedrooms  
 Kitchen  
 Bathroom and W.C.  
 Sun Terrace

**N.B.**  
 Gas central heating



**20-22 Beacon Hill, Maldon, Essex, CM9 6HR**

Full planning consent has been given to this rare development site in Maldon for SIX brand new two-bedroom apartments and associated works, including a basement area.

**LOCATION**

Situated on the outskirts of Maldon, in an established residential area close to local schools and within easy reach of Maldon Town Centre. Ample road links include the A414 Maldon Road to Chelmsford and the popular recreational areas of Maldon Lakes and Promenade Park are only a short distance away.

**NEW BUILD PROPOSALS**

Ground floor - 2 bedroom apartments, all with ensuite showers to the master bedrooms  
 First floor/Second floor - 2 bedroom split level apartments, with ensuite showers to TWO bedrooms

**ACCOMMODATION**

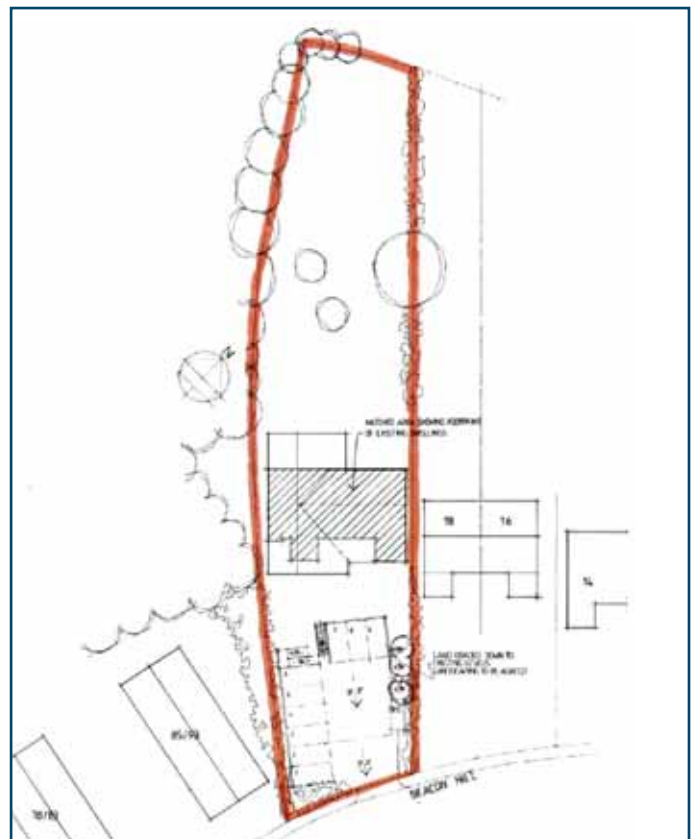
The properties on site consist of one 4 and one 3 bedroom semi-detached house in need of demolition.

**PLANNING**

Maldon District Council 01621 854477  
 FUL/MAL/09/00481

**VIEWING**

This is an open site, however no access can be obtained to the houses as they are considered to be structurally defective and we urge all interested buyers to be extremely cautious.



## LOT 13

FREEHOLD SEMI DETACHED HOUSE ARRANGED AS TWO SELF CONTAINED FLATS WITH OUTLINE PLANNING CONSENT FOR A THIRD FLAT (SUBJECT TO ASSURED SHORTHOLD TENANCIES)

### 10 Seaforth Road, Westcliff on Sea, Essex, SS0 7SN

An excellent freehold semi detached house arranged as two, two bedroomed self contained flats let on Assured Shorthold Tenancies. Outline planning consent has been granted to erect a single storey rear extension, alter the side elevation and convert the existing two self contained flats in to three self contained flats. The property is situated in a sought after and convenient location within easy reach of Westcliff railway station, Hamlet Court Road and the seafront. The property is ideally suited to an investor or developer.



**GUIDE PRICE: £290,000**

<b>GROUND FLOOR FLAT</b> Communal entrance Entrance Hall Lounge Two bedrooms Kitchen Bathroom/w.c. Lean-to	<b>TENANCIES</b> Flat 10a - Let on an Assured Shorthold Tenancy holding over from an original 6 month agreement from 24th January 2009 at a rent of £650pcm. Flat 10b - Let on an Assured Shorthold Tenancy holding over from an original 6 month agreement from 27th September 2008 at a rent of £750pcm.	has not inspected the first floor flat.  Planning Ref Number: SOS/07/01235/FUL Civic Centre Victoria Avenue Southend on Sea Essex SS2 6ER 01702 215004
<b>FIRST FLOOR FLAT</b> Communal entrance First floor landing Two bedrooms Kitchen Bathroom and W.C.		<b>VIEWING</b> By appointment with Auctioneers
<b>EXTERNALLY</b> Rear garden Off Street parking	<b>N.B.</b> Gas central heating Upvc Double Glazing At the time of going to print Dedman Auction	

## LOT 14

A FREEHOLD TERRACED PROPERTY COMPRISING TWO SELF-CONTAINED FLATS, WITH EACH FLAT BEING SUBJECT TO AN ASSURED SHORTHOLD TENANCY

### 102 St Helens Road, Westcliff on Sea, Essex, SS0 7LE

Located in the heart of Westcliff on Sea, this Freehold property is converted to two good sized self-contained two bedroom flats and therefore providing an excellent residential investment opportunity.



**GUIDE PRICE: £225,000**

<b>ACCOMMODATION</b> <b>GROUND FLOOR FLAT</b> Two bedrooms Kitchen/Breakfast room Lounge Bathroom Separate W.C. Gas central heating New UPVC windows have been fitted to this property in recent years A neat private area of rear garden	<b>TENANCIES</b> 102 St Helens Road Holding over from an original 6 month Assured Shorthold Tenancy commencing from 20th January 2009 at a rent of £575pcm. 102a St Helens Road Holding over from an original 6 month Assured Shorthold Tenancy commencing from 19th July 2008 at a rent of £500pcm.
<b>FIRST FLOOR FLAT</b> Lounge Two bedrooms Bathroom combined W.C. Kitchen	<b>RENT RESERVED</b> £12,900
<b>N.B.</b> New UPVC windows have been fitted to this property in recent years and the property has the benefit of a new tiled roof	<b>VIEWING</b> By appointment with Auctioneers and courtesy of the Tenants

## LOT 15

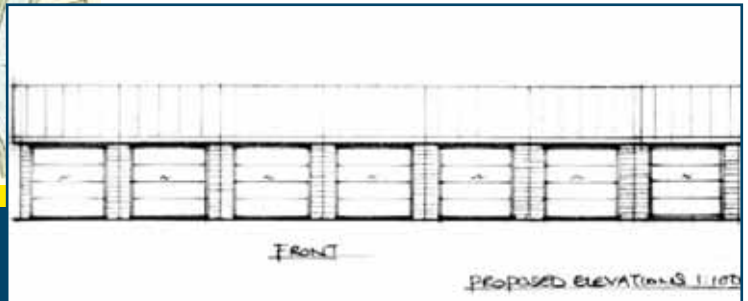
## A VACANT FREEHOLD SITE WITH PLANNING CONSENT FOR A BLOCK OF 7 LOCK-UP GARAGES

Vacant Site (Garages), r/o Barclay Court, 14 Southchurch Boulevard, Southend on Sea, Essex, SS2 4XA



A vacant site located close to the White Horse at Southchurch Boulevard, between Southend and Thorpe Bay. The site gives potential for many uses, subject to necessary Planning Consent. However consent has been granted permission for the erection of a garage block comprising 7 separate lock-up garages.

**VIEWING**  
Interested parties may carry out an inspection by viewing the site from the car park at the White Horse. Further particulars, drawings and legal pack are available from the Auctioneers office.



**GUIDE PRICE: £38,000**

## LOT 16

## FREEHOLD INVESTMENT OPPORTUNITY - TWO LEASEHOLD FLATS LET ON ASSURED SHORTHOLD TENANCIES

19 & 19A Salisbury Avenue, Westcliff-on-Sea, Essex, SS9 2JX

Located just a few minutes walk from London Road shops and a short distance from Southend Victoria Rail station, this Freehold property is converted to two good size self-contained flats and therefore providing an excellent residential investment opportunity.



### GROUND FLOOR FLAT

Two Bedrooms  
Kitchen/diner  
Bathroom/WC  
Lounge  
Sole use of garden

### FIRST FLOOR FLAT

One bedroom  
Lounge  
Kitchen  
Bathroom/WC

NB

Gas central heating

### TENANCIES

19A Salisbury Road - Let on an Assured Shorthold Tenancy for a term of 12 months from 7th March 2010 at a rent of £495pcm.  
Ground Floor flat 19 Salisbury Road - Let on an Assured Shorthold Tenancy for a term of 12 months from 1st May 2009, currently holding over on a statutory periodic tenancy at a rent of £550pcm.

### RENT RESERVED

£12,540

### VIEWING

By appointment with the Auctioneers and courtesy of the Tenants.

**GUIDE PRICE: £220,000**

**LOT 17****PURPOSE BUILT TWO BEDROOM FLAT  
(SUBJECT TO AN ASSURED SHORTHOLD TENANCY)****340 Icknield Way, Letchworth Garden City, SG6 1EJ**

A modern purpose built flat located within easy access of Letchworth Station and town centre and giving easy access to all other major road links. Features include a large living room, 3 piece bathroom suite and gas boiler heating and water. The property is ideally suited to an investor or owner occupier.



<b>GROUND FLOOR</b> Communal entrance door Entrance hall Two Bedrooms Living Room Kitchen Bathroom/WC.	<b>TENURE</b> Leasehold, details available from auctioneers.  N.B Dedman Auction has not inspected this property, details have been provided by the Vendor.
<b>EXTERNALLY</b> 1 Car parking space	<b>VIEWING</b> By appointment with Auctioneers and at the courtesy of the tenants
<b>TENANCY</b> Let on an Assured Shorthold Tenancy for a term of 6 months from 11th February 2010 at a rent of £650pcm.	
<b>RENT RESERVED</b> £7,800 per annum	

**GUIDE PRICE: £115,000****LOT 18****THIS FREEHOLD SITE COMPRISING 3.5 ACRES OF LAND WITH  
SMALL STABLES AND OUTBUILDINGS****Sunny Acres Farm, Grange Avenue, Mayland, Chelmsford, Essex, CM3 6BG**

This freehold site is registered land and as a small holding, enjoys a large road frontage and vehicular access to Grange Avenue. Currently, there are two stables with small outbuildings located on the site and there is a possibility to improve on this, creating new stables and additional facilities subject to the usual planning consents from the District Council.



**ACCOMMODATION**  
Grange Gardens is located directly off of Maldon Road close to the main centre of Mayland, Essex. The site is offered with full vacant possession and we understand from the vendor that water and electricity services are connected to the site. An excellent opportunity to acquire a freehold vacant parcel of land in this popular semi rural location.

**VIEWING**  
The site is vacant and can be viewed from the front gates at the frontage of Grange Gardens. Should interested parties wish to have a look round the complete field, Please arrange a viewing with Auctioneers.

**GUIDE PRICE: £165,000**

**LOT 19****VACANT TWO BEDROOM FIRST FLOOR FLAT WITH THE BENEFIT OF THE FREEHOLD****21 & 21a Bournemouth Park Road, Southend on Sea, Essex, SS2 5JQ**

Offered with immediate vacant possession, this first floor flat is in need of some refurbishment, but offers excellent rental potential. The lot includes the freehold title and the ground floor flat is sold on long lease. Located close to Southend Town centre, therefore being very convenient for local shopping facilities and station.



**ACCOMMODATION**  
 Bedroom 1 10'10 x 10'8  
 Bedroom 2 12'10 x 10'8  
 Kitchen 6'11 x 7'6  
 Lounge 16'7 x 14'9  
 Bathroom  
 Separate WC

**VIEWINGS**  
 By appointment with the auctioneers

**JOINT AUCTIONEERS**

**Duncan**

N.B.  
 Gas central heating

T H Duncan & Co  
 797 London Road,  
 Westcliff on Sea

21 Bournemouth Park Road  
 Sold on a long lease for  
 125 years from 4th  
 October 2006  
 Ground rent producing  
 £75.00 per annum

Essex, SS0 9SY  
 01702 476184

**GUIDE PRICE: £100,000**

**LOT 20****A VACANT FREEHOLD DEVELOPMENT SITE WITH OUTLINE PLANNING CONSENT FOR SIX TWO BEDROOM APARTMENTS****Cerine, 105 Braintree Road, Witham, Essex, CM8 2BY**

The site is located just off the Braintree Road and therefore offers a potential development of new flats in a very convenient position with easy access to Witham, Braintree, Colchester and Chelmsford.



**PLANNING**  
 Braintree District Council  
 09/01185/OUT  
 Tel: 01376 552525

**VIEWING**  
 This is an open site



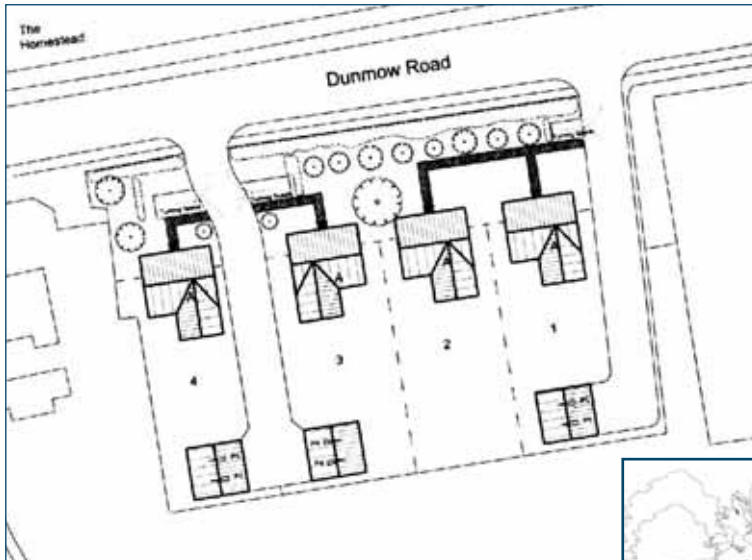
**GUIDE PRICE: £275,000**

## LOT 21

A FREEHOLD RESIDENTIAL DEVELOPMENT SITE WITH EXCELLENT ROAD FRONTAGE WITH OUTLINE PLANNING HAVING BEEN GRANTED FOR TWO FOUR BEDROOM HOUSES AND TWO THREE BEDROOM HOUSE

### Land, Dunmow Road, Little Canfield, Great Dunmow, Essex, CM6 1TA

Outline Planning Consent has been granted for a development comprising four detached houses. A small residential development is also proposed on the area of land directly behind the site.



**ACCOMMODATION**  
Each property has:-  
Lounge  
separate dining room  
kitchen  
study  
ground floor cloakroom  
Four bedrooms  
family bathroom  
en suite to master bedroom  
Garage

Four bedroom houses  
(Design type A)  
Plot numbers 3 and 4

Three bedroom houses  
(Design type B)  
Plot numbers 1 and 2

**VIEWING**  
The site is currently vacant, therefore interested parties can carry out an inspection from the roadside at Dunmow Road. Floor plans, house elevations and street scene are available from our office or online if required.



**GUIDE PRICE: £550,000**

## AUCTION DEPARTMENT OFFICE HOURS

**MONDAY TO FRIDAY 9.00 am - 6.00 pm**

**SATURDAY 10.00AM - 12.00 NOON**

# NEXT AUCTION 8TH SEPTEMBER 2010

**CLOSING DATE FOR ENTRIES  
4TH AUGUST 2010**

# GENERAL CONDITIONS OF SALE

Applicable to all lots insofar as they are not inconsistent with the special conditions in relation to each Lot.

## COMMON AUCTION CONDITIONS FOR AUCTIONS OF REAL ESTATE IN ENGLAND AND WALES

Edition 2.  
© Royal Institution of Chartered Surveyors October 2005

### INTRODUCTION

The common auction conditions have three main sections:

#### 1. GLOSSARY

This gives special meanings to some words used in the rest of the conditions

#### 2. THE CONDUCT OF THE AUCTION

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them

#### 3. CONDITIONS OF SALE

If you buy a lot you will sign a SALE MEMORANDUM under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

### 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

In the 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 and where the following words appear in blue they have the specified meanings:

### ACTUAL COMPLETION DATE

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

### ADDENDUM

An amendment or addition to the CONDITIONS whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION

### AGREED COMPLETION DATE

- (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

### ARREARS

Arrears of rent and other sums due under the TENANCIES but unpaid on the ACTUAL COMPLETION DATE

### AUCTION

The auction advertised in the CATALOGUE

### 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 all 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

Completion of the sale of the LOT

### CONDITIONS

This glossary, the conditions for the conduct of the AUCTION, the GENERAL CONDITIONS, any EXTRA CONDITIONS and the SPECIAL CONDITIONS

### CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

### CONTRACT DATE

The date of the AUCTION or, if the LOT is not sold at the AUCTION:

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

### DOCUMENTS

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT

### EXTRA CONDITIONS

Any additions to or variations of the CONDITIONS that are of general application to all LOTS

### GENERAL CONDITIONS

The conditions so headed

### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc

### 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

### OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

### PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT

### PRACTITIONER

A receiver, administrative receiver or liquidator or a trustee in bankruptcy

### PRICE

The price that the BUYER agrees to pay for the LOT

### READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE

### SALE MEMORANDUM

The form so headed set out in the CATALOGUE in which the terms of the CONTRACT for the sale of the LOT are recorded

### SELLER

The person selling the LOT

### SPECIAL CONDITIONS

The conditions so headed that relate to the LOT

### TENANCIES

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

### TRANSFER

Includes a conveyance or assignment (and to transfer includes to convey or to assign)

### TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

### VAT

Value Added Tax or other tax of a similar nature

### VAT ELECTION

an election to waive exemption from VAT in respect of the LOT

### WE (and US and OUR)

The AUCTIONEERS

### YOU (and YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER

## THE CONDUCT OF THE AUCTION

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION. They override all other CONDITIONS and can only be varied if WE agree.

## OUR ROLE

As agents for each SELLER we have authority to:

- prepare the CATALOGUE from information
- supplied by or on behalf of each SELLER
- offer each LOT for sale
- sell each LOT
- receive and hold deposits
- sign each SALE MEMORANDUM
- treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by the CONDITIONS.

OUR decision on the conduct of the AUCTION is final.

WE may cancel the AUCTION, withdraw LOTS from sale, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS.

YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

## BIDDING AND RESERVE PRICES

WE may refuse to accept a bid. WE do not have to explain why.

If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

Unless stated otherwise each LOT is subject to a reserve price. If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION. 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.

Where a guide price is given that price is not to be taken as an indication of the value of the LOT or of the reserve price.

## THE PARTICULARS AND OTHER INFORMATION

WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. However the PARTICULARS are based on information supplied by or on behalf of the SELLER and WE are not responsible for errors.

The PARTICULARS are for YOUR information but YOU must not rely on them. They do not form part of any CONTRACT between the SELLER and the BUYER.

If WE provide any information or a copy of any document WE do so only on the basis that WE are not responsible for its accuracy.

## THE CONTRACT

A successful bid is one WE accept as such.

If YOU make a successful bid for a LOT YOU are obliged to buy that lot on the terms of the SALE MEMORANDUM. The PRICE will be the amount YOU bid plus VAT (if applicable). YOU must before leaving the AUCTION:

- provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM (including proof of your identity that complies with money laundering regulations)
- sign the completed SALE MEMORANDUM and
- pay the deposit and if YOU do not WE may either:
- as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or sign the SALE MEMORANDUM on YOUR behalf.

Deposits must be paid by cheque or by bankers' draft drawn in OUR favour on a UK clearing bank or building society.

The CATALOGUE states whether WE also accept debit or credit cards.

WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until WE receive the deposit in cleared funds.

If YOU make a successful bid for a LOT:

- YOU are personally liable to buy it even if YOU are acting as an agent. It is YOUR responsibility to obtain an indemnity from the person for whom YOU are the agent
- Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT
- If the BUYER does not comply with its obligations under the CONTRACT YOU are personally liable to buy the LOT and must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

## GENERAL CONDITIONS

The GENERAL CONDITIONS apply except to the extent that they are varied by EXTRA CONDITIONS, the SPECIAL CONDITIONS or by an ADDENDUM.

### 1. THE LOT

- 1.1 The LOT, including any rights granted and reserved, is described in the SPECIAL CONDITIONS.
- 1.2 The LOT is sold subject to all subsisting TENANCIES, but otherwise with vacant possession on COMPLETION.
- 1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS (except financial charges: these the seller must discharge on or before COMPLETION) and to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
  - (a) matters registered or capable of registration as local land charges
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
  - (c) notices, orders, demands, proposals and requirements of any competent authority
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
  - (e) rights, easements, quasi-easements, and wayleaves
  - (f) outgoing and other liabilities
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them

(i) anything the SELLER does not and could not reasonably know about and where any such matter would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against liability.

- 1.4 The seller must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
  - 1.5 The LOT does not include any tenant's or trade fixtures or fittings.
  - 1.6 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.
  - 1.7 The BUYER buys with full knowledge of:
    - (a) the DOCUMENTS whether or not the BUYER has read them
    - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
  - 1.8 The BUYER is not relying on the information contained in the PARTICULARS or in any replies to preliminary enquiries but on the BUYER'S own verification of that information. If any information is not correct any liability of the SELLER and any remedy of the buyer are excluded to the extent permitted by law.
2. DEPOSIT
    - 2.1 The amount of the deposit is the greater of:
      - (a) any minimum deposit stated in the CATALOGUE (or the total PRICE, if this is less than that minimum), and
      - (b) 10% of the PRICE exclusive of VAT.
    - 2.2 The deposit
      - (a) must be paid to the AUCTIONEERS by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept)
      - (b) is to be held as stakeholder unless the insurance at completion SPECIAL CONDITIONS provide that it is to be held as agent for the SELLER
    - 2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the CONDITIONS.
    - 2.4 If a cheque for the deposit is not cleared on first presentation the SELLER is entitled to treat the CONTRACT as at an end and bring a claim against the BUYER for breach contract.
    - 2.5 Interest earned on the deposit belongs to the SELLER unless the CONDITIONS provide otherwise.
  3. TRANSFER OF RISK AND INSURANCE DUE FROM THAT TENANT
    - 3.1 From the CONTRACT DATE the SELLER is under no obligation to insure the LOT and the BUYER bears all risk of loss or damage unless:
      - (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
      - (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
    - 3.2 If the SELLER is to insure the LOT then the SELLER:
      - (a) must produce to the BUYER on request relevant insurance details
      - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
      - (c) gives no warranty as to the adequacy of insurance
      - (d) must, at the request of the BUYER, use reasonable endeavours to have the BUYER'S interest noted on any insurance policy that does not cover a contracting purchaser
      - (e) must, unless otherwise agreed, cancel the insurance at COMPLETION
      - (f) is to hold in trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE
    - 3.3 If under a TENANCY the SELLER insures the LOT then unless otherwise agreed with the BUYER the SELLER is to pay any refund of premium.
      - (a) to the BUYER or
      - (b) if the SPECIAL CONDITIONS so state, to each tenant in the proportion that the tenant pays premiums under its TENANCY, first deducting any arrears of premium due from that tenant.
    - 3.4 Section 47 of the Law of Property Act 1925 does not apply.
    - 3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
  4. TITLE
    - 4.1 Unless GENERAL CONDITION 4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter following the CONTRACT DATE.
    - 4.2 The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION but in relation to any of the DOCUMENTS that is not available before the AUCTION the following provisions apply:
      - (a) 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 of all documents noted on the register that affect the LOT
      - (b) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT
      - (c) the BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
    - 4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that:
      - (a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the BUYER and
      - (b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the LOT where the LOT is leasehold property.
    - 4.4 If title is in the course of registration title is to consist of certified copies of:
      - (a) the DOCUMENTS sent to the Land Registry
      - (b) the application to the Land Registryand a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration documents to the BUYER.
    - 4.5 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
    - 4.6 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

## 5. TRANSFER

- 5.1 Unless a form of TRANSFER is set out in the SPECIAL CONDITIONS:
- the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition 5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER and
  - the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- 5.2 If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- 5.3 The SELLER cannot be required to transfer the LOT to anyone other than the BUYER, or by more than one TRANSFER.

## 6. COMPLETION

- 6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- 6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
- direct transfer to the SELLER'S conveyancer's client account and
  - the release of any deposit held by a stakeholder.
- 6.4 Unless the SELLER and the BUYER otherwise agree COMPLETION takes place when both have complied with their obligations under the CONTRACT and the total payment is unconditionally received in the SELLER'S conveyancer's client account.
- 6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- 6.6 Where applicable the CONTRACT remains in force following COMPLETION.

## 7. NOTICE TO COMPLETE

- 7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within 10 BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be READY TO COMPLETE.
- 7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- rescind the CONTRACT
  - claim the deposit and any interest on it if held by a stakeholder
  - forfeit the deposit and any interest on it
  - resell the LOT and
  - claim damages from the BUYER.
- 7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- rescind the CONTRACT and
  - recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

## 8. IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is rescinded or otherwise brought to an end:

- the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT
- 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 general condition 7.3.

## 9. LANDLORD'S LICENCE

- 9.1 Where the LOT is leasehold land and licence to assign is required this condition applies.
- 9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.
- 9.3 The AGREED COMPLETION DATE is to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the licence has been obtained.
- 9.4 The SELLER must:
- use all reasonable endeavours to obtain the licence at the SELLER'S expense and
  - enter into any authorised guarantee agreement properly required.
- 9.5 The BUYER must:
- promptly provide references and other relevant information, and
  - comply with the landlord's lawful requirements.
- 9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this condition) by notice to the other rescind the CONTRACT at any time before licence is obtained. Rescission is without prejudice to the claims of either SELLER or BUYER for breach of this condition 9.

## 10. INTEREST AND APPORTIONMENTS

- 10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any deposit paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.
- 10.2 The SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:
- the BUYER is liable to pay interest and
  - the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable.
- 10.4 Apportionments are to be calculated on the basis that:
- the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made
  - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to a period of less than a year accrues at an equal daily rate during the period to which it relates

- where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to the best estimate then available and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known
- rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

## 11. ARREARS

- 11.1 The SELLER retains the right to receive and recover OLD ARREARS.
- 11.2 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- try to collect them in the ordinary course of management but need not take legal proceedings, distress or forfeit the TENANCY
  - pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment)
  - on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require
  - if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order
  - not release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
  - if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this condition 11.
- 11.3 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

## 12. MANAGEMENT

- 12.1 This condition applies where the LOT is sold subject to TENANCIES.
- 12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- 12.3 Unless set out in the SPECIAL CONDITIONS the SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION, such as an application for licence or a rent review under a TENANCY, a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY, or a new tenancy or agreement to grant a new tenancy and:
- the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability
  - if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends, and
  - the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

## 13. RENT DEPOSITS

- 13.1 This condition applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- 13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
- observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach
  - give notice of assignment to the tenant and
  - direct covenant to the tenant as may be required by the rent deposit deed.

## 14. VAT

- 14.1 Where the CONDITIONS require money to be paid the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.
- 14.2 Where the SPECIAL CONDITIONS state that no VAT ELECTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

## 15. TRANSFER AS A GOING CONCERN

- 15.1 Where the SPECIAL CONDITIONS so state the SELLER and the BUYER intend the sale to be treated as a transfer of a going concern and this condition applies.
- 15.2 The SELLER confirms that the SELLER or a company in the same VAT group:
- is registered for VAT and
  - has, where necessary, made in relation to the LOT a VAT ELECTION that remains valid.
- 15.3 The BUYER:
- is registered for VAT, either in the BUYER'S name or as a member of a VAT group
  - has made, or will make before COMPLETION, a VAT ELECTION in relation to the LOT
  - is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence of the VAT registration and that a VAT ELECTION has been made and notified in writing to HM Revenue and Customs
  - must not revoke the VAT ELECTION
- and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, general condition 14.1 applies at COMPLETION.
- 15.4 The BUYER confirms that after COMPLETION the BUYER intends to:
- retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES, and
  - collect the rents payable under the TENANCIES and charge VAT on them
- 15.5 Unless the SELLER obtains agreement to the contrary from HM Revenue and Customs
- the SELLER must on or as soon as reasonably practicable after COMPLETION transfer to the BUYER all VAT records for the lot and
  - the BUYER must keep those records available for inspection by the seller at all reasonable times.

- 15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:
- the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT and
  - the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due and
  - if VAT is payable because the BUYER has not complied with this condition 15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- 16. CAPITAL ALLOWANCES**
- 16.1 This condition applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- 16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the buyer's claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- 16.4 The SELLER and BUYER agree:
- to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this condition, and
  - to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. MAINTENANCE AGREEMENTS**
- 17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- 17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.
- 18. LANDLORD AND TENANT ACT 1987**
- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the SPECIAL CONDITIONS state otherwise the SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- 19. SALE BY PRACTITIONER**
- 19.1 This condition applies where the sale is by a PRACTITIONER as agent of the SELLER.
- 19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- 19.3 The PRACTITIONER and the PRACTITIONER'S partners and staff have no personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding the personal liability of the PRACTITIONER and of the PRACTITIONER'S partners and staff.
- 19.4 The LOT is sold:
- in its condition at COMPLETION
  - whether or not vacant possession is provided
  - for such title as the SELLER may have and
  - with no title guarantee and the BUYER has no right to rescind the contract or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- the DOCUMENTS must include certified copies of the charge under which the PRACTITIONER is appointed, the document of appointment by the lender and the PRACTITIONER'S acceptance of appointment, and
  - the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The BUYER understands this condition 19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- 20. TUPE**
- 20.1 Unless the SPECIAL CONDITIONS state that TUPE applies then the SELLER warrants that there are no employees whose contracts of employment will transfer to the BUYER on COMPLETION.
- 20.2 If the SPECIAL CONDITIONS state that TUPE applies then:
- the SELLER has informed the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION
  - not less than five BUSINESS DAYS before the AGREED COMPLETION DATE the BUYER must confirm to the SELLER that the BUYER has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
  - the BUYER is to keep the SELLER indemnified against all liability for those employees after COMPLETION.
- 21. ENVIRONMENTAL**
- 21.1 This condition only applies where the SPECIAL CONDITIONS so provide.
- 21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.
- 21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- 22. SERVICE CHARGE**
- 22.1 This condition applies where the lot is sold subject to TENANCIES that include service charge provisions.
- 22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- 22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- service charge expenditure attributable to each TENANCY
  - payments on account of service charge received from each tenant
  - any amounts due from a tenant that have not been received
  - any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- 22.4 In respect of each TENANCY, if the service charge account shows that:
- payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account
  - attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds and in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay any incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay any incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- 22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure:
- the SELLER must assign it (including any interest earned on it) to the BUYER on COMPLETION and
  - the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- 23. RENT REVIEWS**
- 23.1 This condition applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- 23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- 23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- 23.4 The SELLER must:
- give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers, and
  - use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- 23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- 23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. TENANCY RENEWALS**
- 24.1 This condition applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- 24.4 Following COMPLETION the BUYER must:
- with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings
  - use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable
  - if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- 24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- 25. WARRANTIES**
- 25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- 25.2 Where a warranty is assignable the SELLER must:
- on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty
  - apply for, and the SELLER and the BUYER must use all reasonable endeavours to obtain, any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- 25.3 If a warranty is not assignable the SELLER must on COMPLETION:
- hold the warranty on trust for the BUYER
  - at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- 26. NO ASSIGNMENT**
- The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- 27. NOTICES AND OTHER COMMUNICATIONS**
- 27.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- 27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a BUSINESS DAY it is to be treated as received on the next BUSINESS DAY.
- 27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the SALE MEMORANDUM. Such a communication will be treated as received on the second BUSINESS DAY after it has been posted.
- 28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- The CONTRACT is enforceable only by the SELLER and the BUYER and (if applicable) their successors in title and, to the extent permitted by the CONDITIONS, by the AUCTIONEERS.

# EXTRA CONDITIONS

As amendments and additions to General Conditions.

References to clause numbers are to clause numbers of the General Conditions or to additional paragraphs of such General Conditions

## THE LOT

- 1.3 (j) in the case of a leasehold property the requirements of any immediate or superior landlord and all notices served by such persons
- 1.9 For the avoidance of doubt a CONTRACT for the sale of the LOT shall be concluded upon the AUCTIONEER knocking down the LOT to the BUYER and neither the payment of the deposit by the BUYER nor the signing of the SALE MEMORANDUM shall be pre-conditions of the CONTRACT
- 1.10 The SELLER and the AUCTIONEER reserve the right to amend or add to the PARTICULARS of the LOT and the SPECIAL CONDITIONS at any time prior to the AUCTION
- 1.11 The AUCTIONEERS reserve the right to change the order of sale and to offer LOTS collectively or individually at their discretion without notice to bidders
- 1.12 The BUYER shall be deemed to purchase with full knowledge of the position and condition of all boundary fences and walls of the LOT and shall not raise any requisition in relation thereto. No warranty is given by the SELLER and no objection or requisition shall be raised by the BUYER as to the permitted use of the LOT for the purposes of the Town & Country Planning Act 1990 or any Act or Acts for the time being amending or replacing the same or as to whether any planning permissions have been granted or applied for in respect of the said Act or Acts

## DEPOSIT

- 2.1 GENERAL CONDITION 2.1(a) shall be deemed to be deleted and replaced by the following: "(a) the minimum deposit shall be £2,000.00 (or the total price, if this is less than £2,000.00)"
- 2.5 GENERAL CONDITION 2.5 shall be deemed to be deleted and replaced by the following: "2.5 The BUYER hereby expressly agrees that the interest (if any) earned upon any deposit (or part thereof) paid by him shall be applied for the benefit of the AUCTIONEER and this CONDITION shall constitute a separate agreement between the BUYER and the AUCTIONEER"
- 2.6 No proceedings brought by the SELLER upon a cheque which is dishonoured shall constitute a waiver of repudiation nor an election by the SELLER to treat the failure to pay a deposit as a repudiation. Where the AUCTIONEERS hold the deposit as stakeholder the BUYER will instruct his solicitors to provide the SELLER'S solicitors with a letter addressed to the AUCTIONEERS irrevocably authorising the release of the deposit to the SELLER on COMPLETION. If COMPLETION does not take place the AUCTIONEERS are authorised (and the SELLER and the BUYER acknowledge and irrevocably confirm their agreement to such authority) to release it to the person entitled to it under the conditions

## COMPLETION

- 6.7 The BUYER acknowledges that the SELLER shall be under no obligation to clear any chattels or rubbish from the LOT prior to COMPLETION and that it will be the responsibility of the BUYER to clear any unwanted goods from the LOT or garden on COMPLETION at his own expense

## ARREARS

11. GENERAL CONDITION 11 shall be deemed to be deleted and replaced by the following: "11. If at the date of COMPLETION there shall be due to the SELLER any sums in respect of rent insurance premium or any other sums due from the tenants such sums shall be paid in full to the SELLER by the BUYER and the SELLER will if required by the BUYER at the BUYER'S expense assign to him the benefit of such sums"

## LANDLORD AND TENANT ACT 1987

18. The following provisions shall apply in addition to those set out in GENERAL CONDITION 18:
- 18.3 Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ("the Acts") apply to the sale of the LOT and the qualifying tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the intention of acquiring the SELLER'S interest in the LOT, the SELLER will inform the BUYER of this as soon as possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of and take over the benefit and burden of the CONTRACT and purchase the LOT.
- 18.4 If the nominee does elect to purchase the LOT in accordance with the Acts and pays a deposit to the SELLER or the AUCTIONEERS in accordance with the CONTRACT:
- the SELLER will repay any deposit paid in accordance with the CONTRACT to the BUYER but without any additional payment relating to interest.
  - the CONTRACT shall have effect as if the nominee had entered into it and the agreement with the BUYER shall be null and void and of no further effect but without prejudice to the rights of the SELLER in respect of any previous breach by the BUYER
  - the BUYER shall take all necessary steps to cancel any registrations at HM Land Registry or Land Charges Registry entered in respect of the sale of the LOT to the BUYER
  - completion of the sale of the LOT to the nominee shall take place 22 BUSINESS DAYS after the day on which the nominee complies with the provisions of the Acts and takes over the CONTRACT
  - the nominee shall immediately pay to the AUCTIONEERS the buyers fee referred to in the Pre-Sale Announcements printed towards the front of this CATALOGUE
- 18.5 If the nominee does not comply with the provisions of the Acts, COMPLETION shall be 30 BUSINESS DAYS after the date of the SALE MEMORANDUM or (if earlier) a date (not earlier than 10 BUSINESS DAYS after the date of the SALE MEMORANDUM) which is 10 BUSINESS DAYS after the SELLER notifies the BUYER in writing that the nominee has served or is deemed to have served notice of withdrawal under the Acts.

## TUPE

GENERAL CONDITION 20 shall not apply and shall be deemed to be deleted

## SERVICE CHARGE

- 22.2 GENERAL CONDITION 22.2 shall be deemed to be deleted and the following substituted:
- 22.2 Service charges are to be apportioned at COMPLETION if full particulars of such service charges are available at the date of COMPLETION"
- 22.3 The following words shall be deemed to be added at the beginning of GENERAL CONDITION 22.3: "If full particulars in respect of service charges are not available at the date of COMPLETION"

## NO ASSIGNMENT

26. The following words shall be deemed to be added at the end of GENERAL CONDITION 26:
26. and the SELLER shall only be required to convey to the contracting BUYER or his personal representatives and shall not be required by the BUYER to convey the LOT or any part thereof to any other person or to separate persons by more than one conveyance or TRANSFER

## LIMITED COMPANY

29. In the event of the BUYER being a limited company it is agreed that this CONTRACT is being entered into at the request of the person ("the Guarantor") whose bid the AUCTIONEER shall have accepted. In consideration of this CONTRACT being entered into at the request of the Guarantor the Guarantor warrants that the BUYER is a properly constituted limited company that the company is empowered to purchase take on lease or otherwise acquire any lands and buildings and any estate or interest in any rights connected with any such lands or buildings therein and that he had authority to bind the company to this CONTRACT as agent on its behalf and guarantees to the SELLER (as witnessed by his signature to the SALE MEMORANDUM which he shall be deemed to have signed both as agent for and on behalf of the company and in his capacity as Guarantor) as follows:
- 29.1 That the BUYER will observe and perform all of its obligations under this CONTRACT in accordance with the CONDITIONS and will pay and make good to the SELLER all losses costs damages and expenses occasioned to the SELLER by the non-performance of all of the terms and CONDITIONS of this CONTRACT or any of them including (but without prejudice to the generality thereof) the non-payment of the deposit or the whole or any part of the price or any other monies which may become due on COMPLETION and it is agreed that any neglect or forbearance on the part of the SELLER in enforcing or giving time to the BUYER for the performance of the terms and CONDITIONS under this CONTRACT or any of them shall not in any way release the Guarantor in respect of his liability under this CONDITION
- 29.2 That if the BUYER shall enter into liquidation and the liquidator shall disclaim this CONTRACT the Guarantor shall if the SELLER within twenty-eight days after receiving such disclaimer so requires by giving fourteen days notice in writing to the Guarantor accept an assurance of the LOT hereby agreed to be sold. In the event of the SELLER serving such a notice the ACTUAL COMPLETION DATE (of which time shall be of the essence if the SELLER so requires) shall be on or before the expiration of such notice and these CONDITIONS shall apply and the Guarantor shall pay to the SELLER such sum or sums as the BUYER would have been liable to pay (including interest) had the liquidator not disclaimed this CONTRACT including (but without prejudice to the generality thereof) the amount of the deposit payable on the signing of the SALE MEMORANDUM (if such deposit has not previously been paid) and the whole or any part of the price or any other monies which may become due on COMPLETION
- 29.3 That the Guarantor shall pay or reimburse to the SELLER by way of indemnity all costs and expenses incurred by the SELLER or incidental to all actions proceedings or steps taken by the SELLER to enforce the terms of this CONTRACT against the company. The Guarantor's liability hereunder shall be a primary liability on the part of the Guarantor

## TENANCIES

- 30.1 Where the LOT sold is subject to any letting the BUYER shall not raise any requisitions regarding such letting or as to the service of any notice in connection with the TENANCY or as to the form of the TENANCY. No representation is made that the rent payable in respect of any LOT or any part thereof is a rent properly chargeable under any Acts of Parliament or statutory instruments or regulations regulating or controlling the same. The BUYER shall not be entitled to raise any requisition or objection concerning whether any notices have been served by or upon any tenant pursuant to the provisions of any Acts of Parliament or statutory instruments or regulations or otherwise nor shall the BUYER object to the existence or terms of any counter-notice served upon or by any tenant
- 30.2 In respect of any TENANCY to which the LOT is subject the BUYER shall be satisfied with such information and copy documents as the SELLER has provided prior to the date of the SALE MEMORANDUM and shall raise no requisition or objection in respect of:
- 30.2.1 The absence of a written TENANCY agreement or lease;
- 30.2.2 Failure for any reason of the SELLER to provide a copy or produce the original or counterpart of any written TENANCY agreement or lease; or
- 30.2.3 The failure for any reason of the SELLER to provide a copy or disclose the existence of any notice schedule memorandum agreement court order or other document
- 30.3 The SELLER makes no representation that under any TENANCY subject to which the LOT is sold:
- 30.3.1 The same is contractually binding upon all parties;
- 30.3.2 The same is capable of being determined;
- 30.3.3 Any notice has been validly prepared and/or served; or
- 30.3.4 The rent particularised is one that is recoverable or has been paid up to the date of the AUCTION. Nothing shall be incorporated in any sale either collaterally or directly or indirectly whether by way of condition warranty or representation as to whether in the case of the LOT sold subject to any TENANCY or TENANCIES there are subsisting any sub-tenancies or similar such occupation and whether or not any such shall be disclosed at or before the auction the BUYER shall be deemed to purchase with full knowledge of any such sub-tenancy or sub-tenancies or occupation that there may be whether or not he shall have enquired of the AUCTIONEERS or have inspected and no objection shall be taken or requisition made on account thereof

## BUYERS REGISTRATION

31. All prospective BUYERS must before bidding register with the AUCTIONEER details of their name address and those of those of their solicitors. The AUCTIONEER may require such persons to produce evidence of their identity. The AUCTIONEERS reserve the right to refuse a bid where registration had not taken place or satisfactory evidence of identity is not provided and to offer the LOT to the underbidder

## MONEY LAUNDERING

32. The AUCTIONEER and the SELLER reserve the right to require the BUYER to provide satisfactory evidence as to the source of funds used to pay the deposit and the price in order to establish that any money laundering rules and regulations have been or will be complied with and in the absence of such information to reject a bid or withdraw from the CONTRACT without liability on the part of the AUCTIONEER or the SELLER save as regards repayment of any deposit to the BUYER

## EXCLUSION OF LIABILITY

33. The AUCTIONEER and Dedman Gray Property Auction Limited shall be under no financial liability in respect of any matters arising out of the AUCTION or the particulars contained in the AUCTION CATALOGUE or in the SPECIAL CONDITIONS or any ADDENDUM. No claims shall be made against the AUCTIONEERS or Dedman Gray Property Auction Limited in respect of any loss damage or claims suffered by or made against the BUYER by reason of the BUYER entering into the CONTRACT to purchase or acquire any other interest in the LOT

# MEMORANDUM OF SALE BY AUCTION

I/We .....

of .....

do hereby acknowledge that I/we have today purchased the property described in the attached particulars as Lot No. ....

for the sum of:

£ \_\_\_\_\_

subject to the accompanying Conditions of Sale and any Addendum so far as they apply to this Lot and that I/we have paid to the Auctioneers, Dedman Gray Property Auction Limited, the sum of:

£ \_\_\_\_\_

as a deposit and in part payment of the purchase money and I/we hereby agree to pay the balance of the purchase money and to complete the purchase according to the Conditions of Sale.

Dated this ..... day of .....2009.

Purchase Money                      £ \_\_\_\_\_

Deposit                                      £ \_\_\_\_\_

Buyer's Fee                                £            229.13

Cheque Required                      £ \_\_\_\_\_

Signed by or on behalf of the Purchaser .....

As agents for the Vendor(s) .....

We hereby confirm the sale and acknowledge receipt of the above mentioned deposit.

Signed (Auctioneers) .....

Purchaser's Solicitors:.....

Vendor's Solicitors:

For the attention of .....

Address.....

..... Tel No.....

**DO NOT DETACH**



## Future Auction Dates

8th September 2010 (Saxon Hall, Southend-on-Sea)

20th October 2010 (Saxon Hall, Southend-on-Sea)

8th December 2010 (Saxon Hall, Southend-on-Sea)

Tel: 01702 311010

[www.dedmangray.co.uk](http://www.dedmangray.co.uk)

## Directions to Saxon Hall

### A127 from London

Turn first left at roundabout onto Nestuda Way (Tesco Superstore).

Turn right at next roundabout.

Straight across next roundabout.

Turn left at next roundabout into Aviation Way.

Saxon Hall and car park are on your right.

### Saxon Hall

Aviation Way

Southend on Sea

Essex SS2 6UN

