



SOUTHAMPTON AUCTION CENTRE

Fox & Sons

South Coast Property Auction

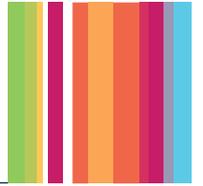
Thursday 26th March 2020
commencing at 1.00pm

The Macdonald Botley Park Hotel
Winchester Road
Boorley Green
Southampton
Hampshire
SO32 2UA



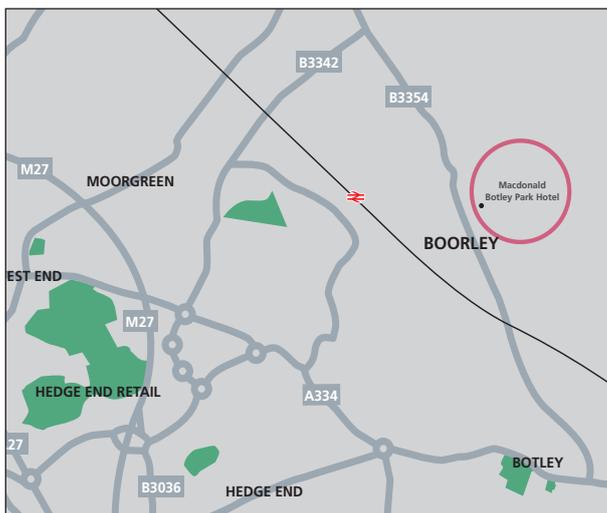
Please note: Cheques
are not accepted
for payment of
deposits.

Auction Venue



Macdonald Botley Park Hotel

Winchester Road, Boorley Green
Southampton, Hampshire SO32 2UA



Southampton Auction Sale

Held in the Fair Oak Suite of the Macdonald Botley Park Hotel, Winchester Road, Boorley Green, Southampton SO32 2UA.

Start Time 1.00pm

The first Lot will be offered just after 1:00pm following the Auctioneers speech. Please allow 15 minutes to park and to register to bid. Complimentary car parking is available on site.

Directions

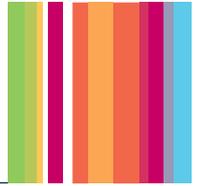
By Car: 5 Miles from M27 Junction 7

By Train: 1.6 Miles from Hedge End Station

By Air: 6 Miles from Southampton Airport

Introduction

From Russell Parker, Auctions Partner Fox & Sons Southampton



Major South Coast Auction

Welcome to our second catalogue of 2020. The first sale in February was a fantastic result, with sales totalling around £3.5million in value and activity levels considerably up across the whole business. I mentioned at the Auction that the biggest challenge this year will be the lack of quality properties to offer as many reliable stock holders retain units and improve them to capitalise on the strong rental returns. This is more evident when you look at the level of stock being offered in regional auction rooms at present, which is lower than in previous years. However this month we have some superb opportunities for you, on both the refurbishment and investment front.

I must point out a superb long term opportunity being offered in Southampton - 3 The Caronnades. The property represents 8 individual apartments all let on new AST's directly opposite Solent University. There is great potential to increase the rents achievable in the next 12 months and own a building with an equity cushion of close to 30% of the Vacant Possession value. In addition, some amazing smaller investments are available with some 1 bedroom flats starting with guides of not much more than £55,000 upwards. On the

refurbishment front, we have some wonderful lots that really provide some incredible returns once all the improvement works are completed. My search has taken me as far as North Devon this month with a stunning 6 bedroom stone built house overlooking the valleys of Lynton. This house provides not only amazing views but a wonderful refurbishment chance to create a superb holiday home or indeed a family home with incredible accommodation levels in an area once known as Little Switzerland! I would strongly recommend you spend time looking closely at the lots being offered and view them as early as possible.

There is no doubt that we will face some interesting challenges in the coming months however chatting to some of my larger corporate clients who invest nationally, they all seem to have the attitude that life goes on and in fact, where others hesitate, they see this as opportunity. As we all know and has been proven when stocks and shares take a dip, the one constant in our lives is bricks and mortar.

As usual, we will be running a combination of Open House Viewings and some by appointment only, so please make your plans

early and view the lots in plenty of time. Legal packs will of course become available through our website, www.foxandsonsauctions.co.uk. Remember to do your homework, seek any required advice and most of all, identify the best lots that suit your needs. I can only wish you luck with your bidding and my team look forward to seeing you at the Auction on 26th March commencing at 1.00pm.



Auction Team & General Information

Southampton Lots 1 - 22



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

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

Russell Hartnell-Parker

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

Peter Bryan

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

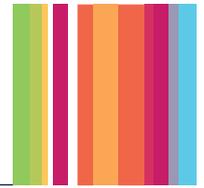
Rachel Gibbs

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

Charlie Maidment

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

Important Notice



TO BE READ BY EVERYONE CONSIDERING BUYING AT AN AUCTION

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

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

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

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

INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

BEFORE THE AUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AT THE AUCTION

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

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

THE ADDENDUM You should obtain and read carefully the final

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

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

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

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

ONCE A LOT IS SOLD

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

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

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

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

AFTER THE AUCTION

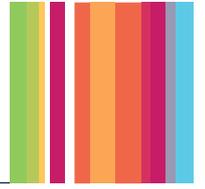
INSURANCE If you are a successful buyer, you will need to immediately put in place insurance for the property, except possibly on leasehold properties.

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

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

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

Money Laundering



MONEY LAUNDERING REGULATIONS 2020

The Money Laundering Regulations, 5th Directive came into effect in January 2020 and as property auctions fall within a 'relevant business' it is a requirement upon this company to follow certain procedures within this legislation.

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

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

DOCUMENTATION BIDDERS/BUYERS MUST SHOW US

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

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

LIST A – EVIDENCE OF IDENTITY (INCLUDING PHOTOGRAPH)

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

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

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

QUERIES AND CONTACTING US

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

Bidder Registration Form

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



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

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

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

BIDDER NO.

LOT NO.

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

Name of bidder:

Name of buyer (if different):

Postal address:

.....

..... Postcode:

Contacts: Home:

Work:

Mobile:

Email:

Solicitors:

Address:

.....

..... Postcode:

Tel No: DX No:

Signature: Date:

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

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

Source of Funds (It is a HMRC requirement for us to understand where your funds are coming from - please kindly tick to suit)

Savings

Gifted

Proceeds from Sale

Business

Finance

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

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

Telephone/Proxy Bidders Form



Please also sign the reverse side of this form and return

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

Telephone: Telephone contact is a requirement before bidding.

Telephone or Proxy: If a telephone link cannot be established I authorise Fox & Sons to bid on my behalf.

Proxy: I authorise Fox & Sons to bid on my behalf up to the amount laid out below.

Auction date: Lot No:

Property address:

.....

Maximum bid: £ Figure in words:

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

I have provided payment via debit card payment or direct bank transfer for: £

Figure in words:

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

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

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

Source of Funds (It is a HMRC requirement for us to understand where your funds are coming from - please kindly tick to suit)

Savings Gifted Proceeds from Sale Business Finance

Contract Details:

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

Contract name: Mobile No:

Address: Home No:

..... Business No:

..... Email:

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

Name:

Telephone No:

Mobile No:

Address:

.....

..... Postcode:

Email:

Solicitor's Details:

Company name:

Contact name:

Telephone No:

Address:

.....

..... Postcode:

Email:

Signature: **Date:**

Terms & Conditions to bid by phone or proxy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed:

Date:

Please sign this page and complete the form overleaf.

CHECKLIST

Deposit provided

Proof of identity enclosed*

Proof of address enclosed*

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

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

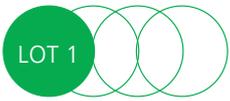
*Documents can only be certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, FCA regulated mortgage broker, certified accountant, teacher, doctor or minister of religion.

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

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

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

Tel: 023 8033 8066



- > Older Style Three Bedroom Mid Terrace House
- > Requiring Complete Modernisation & Upgrading
- > Ideal For Property Professionals/Cash Investors

73 Romsey Road, Shirley, Southampton, Hampshire SO16 4BY

Tenure:
Freehold with Vacant Possession

Location:
This older style mid terrace house forms part of a terrace of residential properties located on Romsey Road (A3057). The property is within close proximity of Shirley High Street which provides a good range of shopping, leisure and dining facilities, together with regular bus services to Southampton City Centre and surrounding areas. The property is also well placed for access to schools for various age groups.

Description:
This older style mid terrace house requires a programme of complete modernisation and upgrading, making it an ideal purchase for property professionals and cash buyers only.

Accommodation:
GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Dining Room opening to Lounge, Kitchen, Bathroom, Separate WC.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three.
OUTSIDE: Enclosed front and rear gardens with rear pedestrian service access.

EPC: D

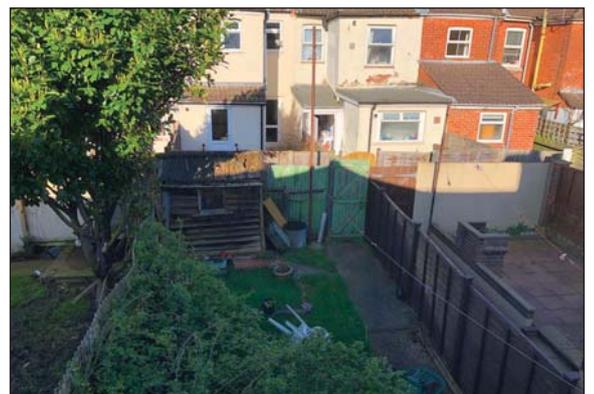


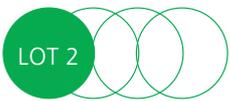
Viewing Dates & Times:
Mondays & Wednesdays 3:05pm - 3:35pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



fox & sons

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





- > Large One Bedroom Ground Floor Flat Conversion
- > Ideal For Investment/Speculative Purchasers
- > Potential Investment Return Circa 10% PA

Ground Floor Flat, 23 Portswood Road, Portswood, Southampton, Hampshire SO17 2ES

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 5th March 2015 for 162 years from 5th March 2015.

Location:

This ground floor apartment is located to the rear of 23 Portswood Road and is accessed from a footpath to the rear of Mango Tapas, directly from Rigby Road. The property is a perfect investment, with access to nearby local amenities along with good local transport passing regularly nearby.

Description:

A ground floor flat offering excellent sized living accommodation with a good size lounge, large double bedroom and modern kitchen and shower room. The property also benefits from gas fired central heating and UPVC double glazing and is ideal for investment purposes with a potential 10% PA yield return.

Accommodation:

GROUND FLOOR: Entrance Hallway, Lounge, Modern Kitchen, Modern Shower Room, Large Double Bedroom.

OUTSIDE: The property is accessed from the courtyard area which allows access to the flats to the rear of the main building.

EPC: C



Viewing Dates & Times:

Mondays & Wednesdays 1:00pm - 1:30pm.

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



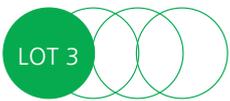
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- > Property Converted Into 2 Self Contained Flats
- > 1 x One Bedroom & 1 x Two Bedroom Flats
- > Excellent Speculative/Investment Purchase

304 & 304A Bitterne Road West, Bitterne, Southampton, Hampshire SO18 1BQ

Tenure:
Freehold

Location:
This older style semi detached house has been arranged as two self contained flats and is located along Bitterne Road West. The road allows easy access into the main city of Southampton and is also within walking distance of Bitterne Precinct.

Description:
This older style semi detached property was converted into two self contained apartments many years ago and offers a ground floor one bedroom and first floor two bedroom apartment. The ground floor will require some updating and the first floor is currently let on an AST agreement.

Accommodation:
GROUND FLOOR: (304) Entrance Hallway, Lounge, Double Bedroom, Kitchen, Bathroom, Lean To Conservatory, WC.
FIRST FLOOR: (304A) Landing, Bedroom One, Bedroom Two, Lounge, Bathroom, Kitchen.
OUTSIDE: The property has a small front courtyard area with a sideway leading to an enclosed garden area to the rear allowing off road car parking.

Tenancy Details:
The first floor flat is currently let on a 6 month AST agreement dated 20th November 2019 at £625 pcm (£7,500 PA), however we understand the tenant has given notice to the current Landlord advising they are planning to vacate prior to the end of the agreement due to a property purchase. We are selling subject to the tenancy agreement, unless vacant possession is obtained prior to the date of the auction or expected completion.

EPC: 304 - D & 304a - D



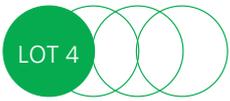
Viewing Dates & Times:

Mondays & Wednesdays 12:00 noon - 12:45pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Well Presented One Bed Bungalow Style Property
- > Offered In Good Condition Throughout
- > Previously Let At £9,540 PA - Circa 10% Yield

1D Rectory Road, Poole, Dorset BH15 3BH

Tenure:

Freehold with Vacant Possession

Location:

1D Rectory Road is located to the rear courtyard of the property in a popular and well balanced family area. The property allows for easy access to the main centre of Poole, which is renowned for its Marina along with excellent leisure, shopping and entertainment facilities.

Description:

A well presented bungalow style property which would make an excellent investment for both small and professional landlords. The property offers a good size lounge with modern fitted kitchen & bathroom, double glazing and electric heating. The property is located to the rear of the main house with pedestrian access from the road to the front door.

Accommodation:

GROUND FLOOR: Entrance Lobby, Double Bedroom, Lounge, Modern Fitted Kitchen, Modern Bathroom.

OUTSIDE: The property has pedestrian right of way to access the property from the road to the front door.

EPC: E



Viewing Dates & Times:

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- > Recently Converted 1 x 2 Bed & 1 x 1 Bed Apartments
- > Estimated Rent Fully Let £15,000 PA (Circa 10% Yield)
- > Ideal Investment Buy For Private Rental & Holiday Lets

Flats 2 & 8 Espionage Place, South Way, Southwell Business Park, Portland, Dorset, DT5 2FF

Tenure:

Leasehold with Part Vacant Possession

Lease Details:

Each flat is held on its own individual Lease dated 19th January 2018 for 125 years from and including 29th September 2017.

Location: Espionage Place is located in the Southwell area of Portland, which can be found toward the southerly tip of the island and a short distance from Portland Bill. The properties are ideally placed for a range of local amenities and access to cliff top walks that boast stunning panoramic views of the Jurassic Coastline and the English Channel. The historic island of Portland is connected to the mainland by Chesil Beach with the A354 providing travel connections to the mainland and the resort town of Weymouth, which provides a comprehensive array of tourist, shopping, leisure and dining facilities.

Description: These apartments form part of the ground floor of a recently converted historical building which was infamously associated with the Portland Spy Ring. The flats are offered with part vacant possession, with the one bed currently let at £520 pcm and the two bed sold vacant with an estimated rent of £725 pcm. The flats benefit from allocated and visitors parking along with the leases permitting pets and holiday letting, making them ideal for serviced accommodation (Airbnb) and residential letting purposes.

Accommodation:

GROUND FLOOR: Communal Entrance Hallway.

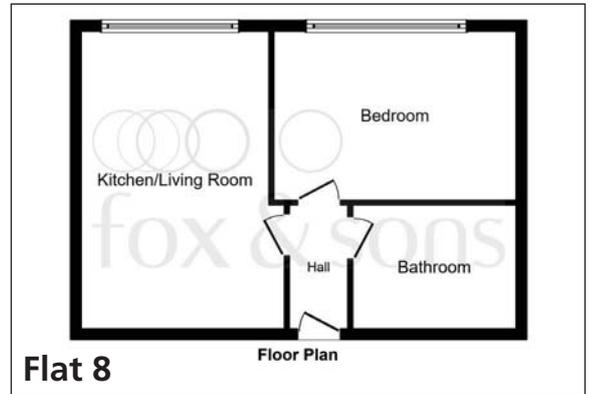
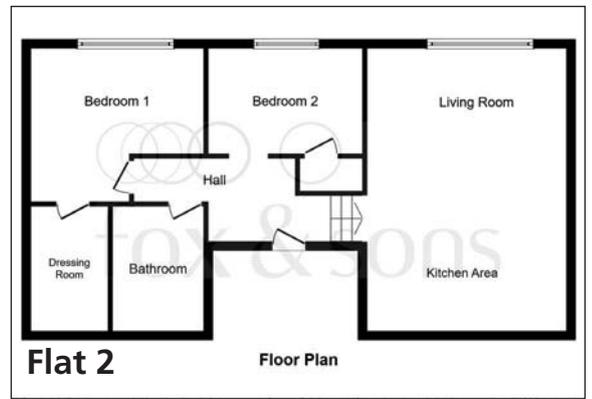
Flat 2 - Entrance Hallway, Open Plan Living/Kitchen Area, Bedroom One with Dressing Room, Bedroom Two, Bathroom.

Flat 8 - Entrance Hallway, Open Plan Living/Kitchen Area, Bedroom, Bathroom.

OUTSIDE: Each flat benefits from an allocated parking space. The block also offers visitors parking and communal grounds.

Tenancy Details: Flat 8 is currently let on an AST agreement (now on periodic) at £520 pcm. A copy of the tenancy agreement will be included in the legal pack and all prospective buyers are advised to satisfy any enquiries regarding the status of the tenancy, prior to bidding.

EPC: Flat 2: D, Flat 8: D

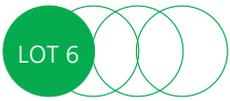


Viewing Dates & Times:

Strictly by appointment with Fox & Sons Weymouth.



31 St Thomas Street, Weymouth, DT4 8EJ
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- > Substantial Six Bedroom Detached House
- > Character Renovation/Refurbishment Project
- > Ideal Speculative/Investment Opportunity

Lynwood, Lynbridge Road, Lynton, Devon EX35 6AX

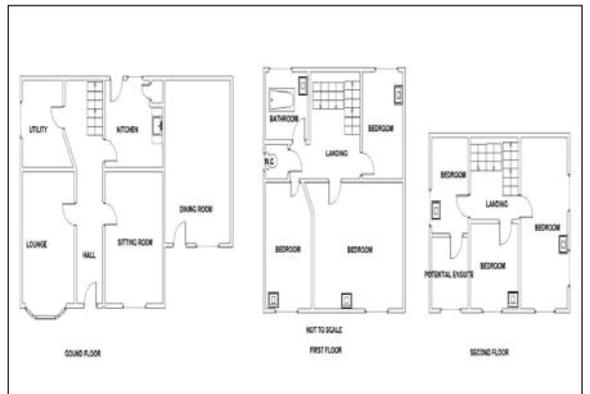
Tenure:
Freehold with Vacant Possession

Location:
Lynton is a small town located on the Exmoor Coast and is an extremely popular tourist area, located above the harbour village of Lynmouth. Lynton and Lynmouth are both two popular holiday destinations and during Victorian times gained the names of Little Switzerland, with stunning coastlines and incredible views of the valleys and surrounding rivers.

Description:
Lynwood is a detached character stone built house in need of complete refurbishment, set in an elevated position. The property offers oil fired central heating and an incredible six bedrooms and three reception rooms arranged over three floors. This property will require a large level of refurbishment and would make a stunning family or holiday home, set in an area of outstanding natural beauty. The property will suit capable renovation project hunters or cash based renovation specialists.

Accommodation:
GROUND FLOOR: Central Entrance Hallway with Stairs to First Floor, Lounge, Family Room, Utility Room, Kitchen, Dining Room/Annexe.
FIRST FLOOR: Landing with Stairs to Second Floor, Master Bedroom, Bedroom Two, Bedroom Three, Bathroom.
SECOND FLOOR: Landing, Bedroom Four, Bedroom Five, Bedroom Six, Room ideal for En Suite or further Bathroom.
OUTSIDE: The property sits on an elevated plot with gardens that extend to the side, front and rear elevations. Various enclosed areas can be found to the rear along with oil storage tank and further pedestrian access via the upper footpath.

EPC: F



Viewing Dates & Times:
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- > A One Bedroom First Floor Purpose Built Flat
- > Reasonable Decorative Condition - Let At £7,200 PA
- > An Ideal Investment Purchase With Circa 13% Yield

Flat 3 Woodside Court, Woodside Road, Portswood, Southampton, Hampshire SO17 2GR

Tenure:
Leasehold

Lease Details:

The Lease is dated 4th February 1970 for a term of 99 years from 1st November 1972.

Location:

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

Accommodation:

GROUND FLOOR: Communal Entrance Hallway with Stairs to all Floors.
FIRST FLOOR: Private Front Door into Lounge/Dining Room, Kitchen, Bedroom with En Suite Shower Room/WC

Tenancy Details:

The property is let on an AST agreement at £600 pcm until September 2020. A copy of the tenancy agreement will be included in the legal pack and prospective buyers are advised to satisfy any enquiries regarding the status of the tenancy prior to bidding.

EPC: E



Viewing Dates & Times:

Mondays & Wednesdays 1:35pm - 2:00pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.

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You will find Guide Price information included within this catalogue. The most up-to-date Guide Prices for each lot are published on our website. Guide Prices must not be relied upon as a valuation or assessment of value of the property, but are intended to provide an indication of the region at which the reserve may be set. The Guide Price may be subject to variation and interested parties are advised to make regular checks and should be aware that the reserve price may be either below or above the quoted Guide Price.



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



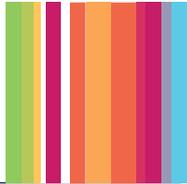
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Most properties require a 10% deposit (£5,000 minimum) to be paid by the successful bidder (note: some deposits may be higher) and is due immediately after bidding, along with our Contract Documentation Charge of £1,000 inc VAT. We accept the following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

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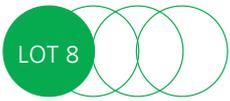
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- > Substantial Residential Investment Opportunity
- > 8 Self Contained One Bed Flats & Car Parking
- > Prime Location Opposite Solent University

Flats 1-8, 3 The Carronades, New Road, Southampton, Hampshire SO14 0AA

Tenure:
Freehold

Location:
3 The Carronades occupies a prime central location within the city of Southampton, just a hundred yards away from the main entrance to the Solent University Campus. The building is also within immediate walking distance of Southampton City Centre with its superb shopping, leisure and public transport facilities.

Description:
This building has just finished a complete refurbishment and development programme to create 8 x 1 bedroom apartments, all of which have been let on 12 month AST agreements. The apartments all enjoy modern fitted kitchens, shower rooms, double glazing and electric heating. In addition, the block offers 6 car parking spaces in the secure parking area below and to the rear of the building.

Accommodation:
GROUND FLOOR: Flat 1 (Rear 38 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
Flat 2 (Front 34 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
FIRST FLOOR: Flat 3 (Rear 34 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
Flat 4 (Front 40 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
SECOND FLOOR: Flat 5 (Rear 34 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
Flat 6 (Front 40 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
THIRD FLOOR: Flat 7 (Rear 27 sq m) - Lobby Area, Lounge/Kitchen, Shower Room, Bedroom.
Flat 8 (Front 29 sq m) - Entrance Hallway, Bedroom, Shower Room, Lounge/Kitchen.
OUTSIDE: The property has designated car parking for up to 6 cars below the building in the gated car parking area, accessed from the driveway and remote access on the left hand side when facing the building.

Tenancy Details:
All apartments are self contained and pay their own utility bills and council tax. They have all been recently let on 12 month AST agreements to include 4 of the parking spaces, leaving 2 vacant for further letting. The building currently generates £58,500 PA. Copies of the tenancy agreements will be included in the legal pack and prospective buyers are advised to satisfy any enquiries regarding the status of the tenancies prior to bidding.

Agents Note:
Based on the current rents payable we believe the building may well be under let and we would expect a market rent to generate close to £67,000 - £69,000 PA. Buyers are advised to fully investigate all letting income potential along with checking the legal pack prior to bidding.

EPC: Flats 1, 2, 7 & 8 - D, Flats 3, 4, 5 & 6 - C



Viewing Dates & Times:
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- > A One Bedroom Purpose Built First Floor Maisonette
- > Requiring A Basic Level Of Upgrading & Redecoration
- > An Ideal Sepculative & Investment Purchase

1 Falcon Close, Portchester, Fareham, Hampshire PO16 8PL

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 30th June 1982 for a term of 99 years from 25th March 1982.

Location:

This first floor maisonette can be found in an established residential area accessed from Portchester Road (A27). The property is well placed for a variety of travel networks together with access to the centres of Portchester and Fareham both of which provide a comprehensive array of shopping, leisure and dining facilities.

Description:

This purpose built one bedroom first floor maisonette requires a level of basic upgrading and would make an ideal purchase for investment and speculative buyers alike.

Accommodation:

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

FIRST FLOOR: Landing, Lounge, Kitchen, Bedroom, Bathroom.

OUTSIDE: Private garden areas to front and side aspects, together with allocated parking space to front.

EPC: D



Viewing Dates & Times:

Mondays & Wednesdays 9:30am - 10:00am.

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



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- > Semi Detached Property Arranged As 2 x 2 Bed Flats
- > Requiring Refurbishment & Upgrading
- > An Ideal Speculative/Investment Project

23A & 23B Livingstone Road, Pokesdown, Bournemouth, Dorset BH5 2AS

Tenure:
Freehold

Location:

Livingstone Road is located in the heart of Pokesdown within easy walking distance of good local amenities and public transport. Pokesdown Primary School is immediately opposite making this a perfect investment property for young families. The property has been arranged as 2 x 2 bedroom apartments for in excess of 50 years and will make an excellent investment/speculative opportunity for cash buyers and professional landlords.

Accommodation:

GROUND FLOOR: Flat 23A - Entrance Hallway, Bedroom One, Bedroom Two, Lounge, Kitchen, Separate WC, Shower Room.

FIRST FLOOR: Flat 23B - Access from Ground Floor, Landing, Bedroom One, Bedroom Two, Lounge, Kitchen, Bathroom.

OUTSIDE: The property has an enclosed garden area to the rear and side pedestrian access.

Tenancy Details: We understand that both apartments have been occupied in the past 12 months without any formal tenancy agreements and no rent is currently being collected. All potential buyers must satisfy their own enquiries over the status of the tenancies prior to bidding.

EPC: TBC



Viewing Dates & Times:

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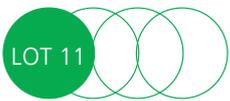
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- > Three Bed Chalet Style Semi Detached Bungalow
- > Requiring A Basic Level Of Refurbishment
- > An Ideal Speculative/Improvement Project

27 Lime Avenue, Sholing, Southampton, Hampshire SO19 8NY

Tenure:

Leasehold with Vacant Possession

Lease Details:

Remainder of a 1000 year lease dated from 29th September 1869.

Location:

Lime Avenue is a well respected and mature residential location located just off Middle Road in Sholing. The road is a pleasant mix of semi detached and detached bungalows within immediate walking distance of Itchen College and good local amenities.

Description:

A chalet style semi detached bungalow requiring minimal refurbishment and an upgrade to the central heating system. The property is ideal for buyers looking for a straightforward project or indeed a buyer willing to improve and live in the property.

Accommodation:

GROUND FLOOR: Side Entrance Hallway, Bedroom Two, Bedroom One, Modern Shower Room, Kitchen, Lounge, UPVC & brick Conservatory/Sun Lounge.

FIRST FLOOR: Bedroom Three.

OUTSIDE: The property has a good size front garden with a side driveway leading to a single garage and enclosed garden area to the rear arranged over a series of level terraces.

EPC: E



Viewing Dates & Times:

Mondays & Wednesdays 11:20am - 11:50am.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



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- > Spacious Two Bedroom Ground Floor Apartment
- > Requiring Modernisation - Sought After Location
- > An Ideal Purchase For Investment & Residential Buyers

Flat 8 Kenilworth Court, 3 Western Road, Canford Cliffs, Poole, Dorset BH13 7BB

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 15th May 2009 for 999 years from 25th December 1958.

Location:

This spacious two bedroom apartment can be found in the exclusive Canford Cliffs area and is well placed for the cosmopolitan cafés, bars, restaurants and shops that the village has to offer along with easy access to Canford Cliffs beach. The area is also well positioned for access to the centres of both Bournemouth and Poole, together with Sandbanks Peninsula that abuts Canford Cliffs.

Description:

This two bedroom ground floor purpose built apartment offers spacious accommodation that would benefit from a level of general modernisation and upgrading, whilst also offering the potential to realign the accommodation on offer. The property would make an ideal purchase for investment, residential and second home owners alike.

Accommodation:

GROUND FLOOR: Communal Entrance Door to Communal Entrance Hallway, Private Front Door to Reception Hallway, Living/Dining Room with access to private Sun Terrace, Kitchen/Breakfast Room, Bedroom One, Bedroom Two with En Suite Shower Facility, Bathroom/WC, Cloakroom.

OUTSIDE: Private sun terrace area to front accessed from the living/dining room, along with a single garage and parking space to front located in a block to the rear of the building. The block also offers communal gardens and visitors parking.

Agents Note: We have been advised by the seller that the flat was previously rented at £1,025 pcm. Buyers are advised to satisfy any enquiries regarding this, prior to bidding.

EPC: TBC



Viewing Dates & Times:

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- > Split Level Two Double Bedroom Apartment
- > Requiring Refurbishment & Redecorations
- > Excellent Investment/Speculative Purchase

43 Wavell Road, Bitterne, Southampton, Hampshire SO18 4SB

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 23rd October 1989 for a term of 125 years from 1st January 1987.

Location:

Wavell Road can be found located just off of West End Road in Bitterne, within a short walk of the main shopping precinct and excellent local amenities. Regular public transport passes nearby along with schools for all age groups also being within the area.

Description:

A first floor ex local authority split level flat, offering two double bedrooms and in need of refurbishment and redecoration. The property has security entry phone system with double glazed windows and electric under floor heating, making it an excellent cash purchase for speculative and investment landlords.

Accommodation:

GROUND FLOOR: Communal Entrance with Intercom System. Stairs to all Floors.
FIRST FLOOR: Entrance Hallway with Stairs to Second Floor, Kitchen, Lounge.
SECOND FLOOR: Landing, Bathroom, Bedroom One, Bedroom Two.
OUTSIDE: Various communal areas for storage/drying along with unallocated car parking on a first come first served basis.

EPC: TBC



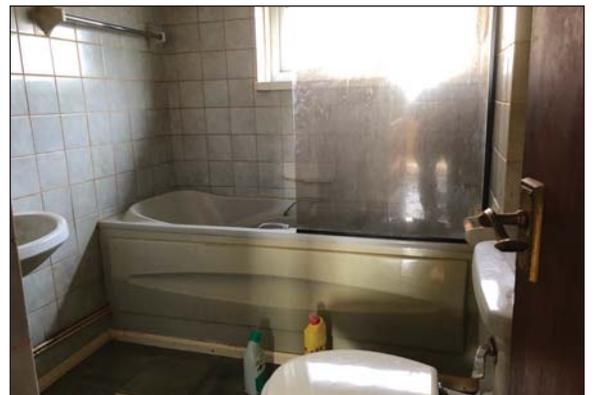
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- > Parking Space In The Grounds Of An Apartment Block
- > Additional Parking Facility For Local Residents
- > Ideal For Local Residents, Personal Users & Investors

Land/Parking Space at Kenilworth Court, 3 Western Road, Poole, Dorset BH13 7BB

Tenure:
Freehold

Location:
This section of land can be found within the grounds of an attractive art deco style purpose built apartment block located in the exclusive Canford Cliffs area. The area is well placed for the cosmopolitan cafés, bars, restaurants and shops that the village has to offer along with easy access to Canford Cliffs beach. The area is also well positioned for access to the centres of both Bournemouth and Poole, together with Sandbanks Peninsula that abuts Canford Cliffs.

Description:
The section of land provides a freehold parking space within the grounds of an apartment block located in the Canford Cliffs area of Poole, making it of interest to residents as an additional private parking facility or an ideal purchase for personal users and investors alike.

Agents Note:
We have been advised by the seller that the parking space was previously rented for £50 pcm - £75 pcm. Buyers are advised to satisfy any enquiries regarding this, prior to bidding.



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



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- > Extended Modern Three Bed Semi Detached House
- > Offered With Many Modern Features
- > Req. Basic Redecoration Only - Excellent Speculative Lot

55 Effingham Gardens, Sholing, Southampton, Hampshire SO19 8GF

Tenure:
Freehold with Vacant Possession

Location:
Effingham Gardens is an established residential area built around the mid 1960's within the heart of Sholing and comprises of predominately family sized homes. The location allows access to local amenities including schools for all age groups and access to the main centres of Bitterne, Hedge End and Southampton.

Description:
A modern extended semi detached family home being offered in good condition with gas fired central heating, majority double glazing, modern kitchen & bathroom and three good size bedrooms. The property will require basic redecoration only and has been priced to facilitate a quick sale, making it an excellent speculative or investment purchase. It also may well suit a motivated homeowner who can purchase under auction terms.

Accommodation:
GROUND FLOOR: Entrance Hallway with Stairs to First Floor, Lounge, Modern Fitted Kitchen/Diner, Rear Lobby, WC, Utility/Rear Reception Room.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Bedroom Three, Modern Bathroom.
OUTSIDE: Terraced front garden and shared driveway leading to a single garage. Enclosed terraced garden area to the rear with storage sheds.

Agents Note:
The property has the benefit of both freehold and leasehold titles, with the sellers having purchased the freehold title.

EPC: TBC



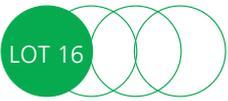
Viewing Dates & Times:
Mondays & Wednesdays 10:45am - 11:15am.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.



fox & sons

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





- > Freehold To Include Ground Floor Commercial Unit
- > In Good Order - Measuring Circa 110 Sq m
- > Ideal Purchase For Business Users & Investment Buyers

19/19a Park Parade, Leigh Park, Havant, Hampshire PO9 5AA

Tenure:

Freehold with Part Vacant Possession

Lease Details:

19a Park Parade has been sold on a lease dated 16th August 2002 for a term of 99 years from 25th December 2000, with the right to collect ground rent of £100 pa.

Location:

This ground floor commercial property forms part of the Park Parade Shopping Precinct which comprises of a mixture of national and independent retailers and is ideally placed to provide amenities for the immediate and surrounding areas.

Description:

This freehold mid terrace ground floor commercial property has most recently traded as a Veterinary surgery and is offered in good overall condition, with accommodation measuring circa 110 sq m (1184 sq ft). The accommodation layout includes various consulting/office rooms together with a staff kitchen, shower room/WC and overnight room. The property would be ideal for continued usage within its current classification or as separate office pod usage along with the potential for various other uses (subject to the required consents), making it an ideal purchase for business users and investment buyers.

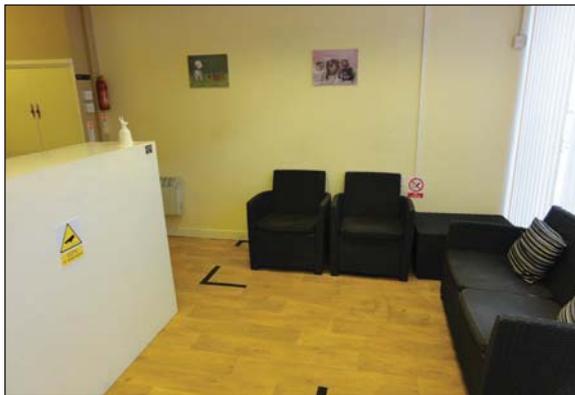
Accommodation:

GROUND FLOOR: Waiting/Counter Room, Consulting/Office Room One, Inner Hallway, Consulting/Office Room Two, Laboratory/Office Room Three, Operations/Office Room Four, WC, Storage/Utility Room, Staff Kitchen, Storage/Overnight Accommodation Room.

OUTSIDE: Covered Rear Entrance Storage/Utility Facility. Rear pedestrian access courtyard.

Agents Note: The Freehold includes the ground floor unit only and the right to collect the ground rent from the upper floor flat.

EPC: D (79)



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Auctioneers.

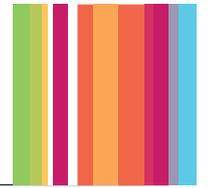


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Visit www.foxandsonsauctions.co.uk, to register, search for properties and download legal documents, all from your computer, laptop or smartphone.



PROPERTY SEARCH

Once our auction goes live you will be able to search our list of properties that are available, they will also be available to view via Rightmove and Zoopla. If you are interested in any of the properties, please call our office on 023 8033 8066



LEGAL DOCUMENTS

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



VIEWINGS

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



BIDDERS REGISTRATION

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



TELEPHONE/PROXY BIDDING

You can register for remote bidding by filling in either the form on page 7 or by printing the form from our website www.foxandsonsauctions.co.uk. We will need to see your proof of identification when this form is supplied to us via your local branch.



EMAIL ALERTS

You can sign up to go on our mailing list and we will notify you when our latest Auction Catalogue is available and remind you when the auction is coming up.



- > Modern First Floor One Bed Apartment With Parking
- > Good Condition - Potential Income Circa £9,000 PA
- > Cash Buyers/Professional Landlords Only

Flat 39 Empire View, 30 West Park Road, Southampton, Hampshire SO15 1AQ

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 1st June 2012 for 125 years from and including 1st March 2012.

Location:

Empire View is located within the heart of central Southampton, within immediate walking distance of Southampton Central mainline railway station with its direct links to London and surrounding areas. The flat allows for easy access to Southampton City Centre which offers an excellent range of shopping, leisure and dining facilities.

Description:

Empire View is a modern development of apartments built within the last 10 years and offers well presented accommodation, ideal for investment/occupation. The flat is located on the first floor and benefits from a Juliette style balcony, modern fitted kitchen & bathroom and allocated parking in a secure undercroft area.

Accommodation:

GROUND FLOOR: Communal Entrance with Intercom System, Stairs & Lift to all Floors.

FIRST FLOOR: Entrance Hallway with Storage, Bathroom, Bedroom, Open Plan Lounge/Kitchen area.

OUTSIDE: Allocated parking space in secure undercroft parking area.

Agents Note:

We would expect the flat to let for around £750 PCM (£9,000 PA).

EPC: C



Viewing Dates & Times:

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

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

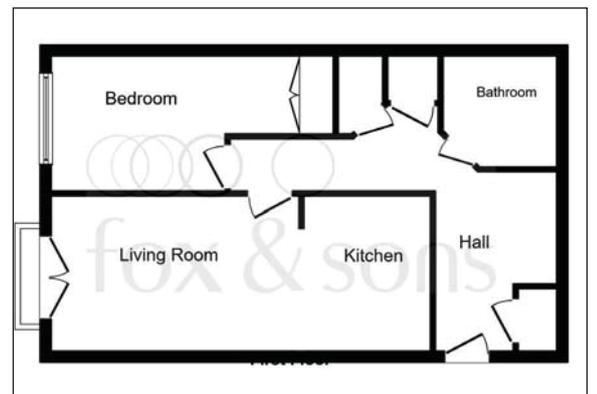


fox & sons

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T 023 8033 8066





- > Three Bedroom Grade II Listed Cottage
- > Stunning Views Over Southampton Water
- > Rare Speculative/Renovation Project

15 St. John Street, Hythe, Southampton, Hampshire SO45 6BZ

Tenure:

Freehold with Vacant Possession

Location:

This late 19th century Grade II listed property is perfectly positioned for those who wish to be in the centre of Hythe with its excellent amenities. The village centre is just a short walk away along with Waitrose Supermarket which is directly opposite the property.

Description:

A Grade II listed mid terrace cottage style house which will now require a level of refurbishment and improvements. One of the biggest features the property offers is the large garden and summerhouse, ideal for entertaining and backing directly onto Southampton Water with stunning views. This property offers a superb and extremely rare refurbishment opportunity.

Accommodation:

GROUND FLOOR: Entrance Hallway, Lounge, Family Room with Stairs to First Floor, Breakfast Area, Lobby & Shower Room, Large Kitchen Area.

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

OUTSIDE: The property enjoys the benefit of a long rear garden and summerhouse with direct and uninterrupted views over Southampton Water. The garden will require landscaping and offers so much potential to be a stunning addition to this wonderful cottage.

Agents Note:

Parts of the property are of single skin and non traditional construction and will therefore be more suitable to professionals/cash buyers. Any buyer looking to purchase with finance is advised to have had the property inspected and funding guaranteed, prior to bidding.



Viewing Dates & Times:

Mondays & Wednesdays 1:45pm - 2:30pm.

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



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- > Semi Detached Property Arranged As 2 x 2 Bed Flats
- > Requiring Renovation - Sought After Location
- > Ideal For Conversion Back To A 4 Bed Family House

57 & 59 Dawlish Avenue, Upper Shirley, Southampton, Hampshire SO15 5HQ

Tenure:

Freehold with Vacant Possession

Location:

Dawlish Avenue is located in the heart of Upper Shirley which is one of Southamptons most sought after residential areas. The property allows easy access to the excellent public and private schooling found in the area along with access to the main Southampton Hospitals and excellent amenities nearby.

Description:

This semi detached property is currently arranged as two self contained apartments in need of complete renovation, yet would make a superb four bedroom family home.

Accommodation:

GROUND FLOOR: (57) Entrance Hallway, Lounge, Bedroom One, Bedroom Two, Bathroom, Kitchen.

FIRST FLOOR: (59) Ground Floor Entrance with Stairs to First Floor Landing, Lounge, Bedroom One, Bedroom Two, Bathroom, Kitchen.

OUTSIDE: The property has an open plan front garden area with access to a fully enclosed good size rear garden.

POTENTIAL LAYOUT AS HOUSE:

GROUND FLOOR: Hallway with Stairs to First Floor, Lounge, WC & Shower Room, Open Plan Style Dining Room & Kitchen Area.

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

Agents Note: The property may not be suitable to all mortgage lenders due to the current layout and condition. Any purchasers relying on funding to purchase the property are advised to have this guaranteed, prior to bidding.

EPC: 57 - D & 59 - G



Viewing Dates & Times:

Mondays & Wednesdays 3:45pm - 4:30pm.

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

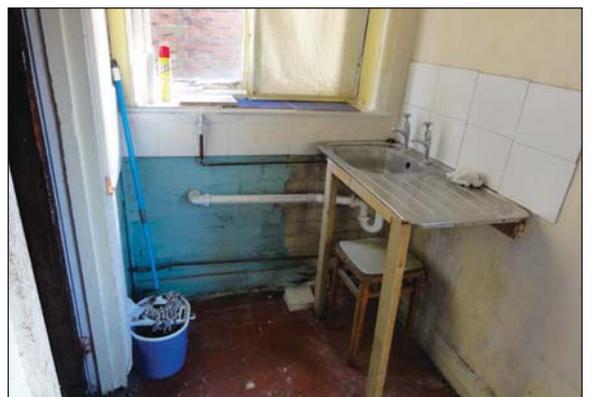


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T 023 8033 8066





- > Two Bedroom First Floor Apartment
- > Offered In Good Order Throughout
- > Excellent Investment/Rental Opportunity

Flat 1, 24 Seabourne Road, Bournemouth, Dorset BH5 2HT

Tenure:

Leasehold with Vacant Possession

Lease Details:

The Lease is dated 4th May 2012 for a term of 125 years from 24th June 2011.

Location:

This first floor apartment is located within immediate walking distance of Pokesdown train station and allows for access to the excellent range of local amenities nearby in Southbourne High Street.

Description:

This first floor two bedroom apartment offers excellent living accommodation, with a modern kitchen and bathroom along with gas fired central heating (not tested) and two well proportioned bedrooms. This property would make an excellent rental investment with a good rental return.

Accommodation:

GROUND FLOOR: Communal Entrance with Stairs to First Floor.

FIRST FLOOR: Entrance Hallway, Bathroom, Bedroom Two, Bedroom One, Lounge, Kitchen.

EPC: D



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Winton.



367 Wimborne Road, Winton, Bournemouth, BH9 2AQ
E winton@fox-and-sons.co.uk
T 01202 512606





- > A Two Bedroom Semi Detached House
- > Requiring A Level Of Updating/Refurbishment
- > Excellent Speculative/Investment Purchase

77 Priory Road, St Denys, Southampton, Hampshire SO17 2JQ

Tenure:
Freehold with Vacant Possession

Location:
This property is located in the popular residential area of St Denys, with excellent local amenities and schooling for all age groups nearby. The M27/M3 motorway is a short drive away along with good public transport and railway stations.

Description:
This semi detached house is offered with many modern features and now requires a level of further refurbishment. The property offers two double bedrooms with a potential third, being the current dressing room. With a refitted kitchen and bathroom this property would make an excellent speculative or investment purchase.

Accommodation:
GROUND FLOOR: Side Entrance Hallway with Stairs to First Floor, Lounge, Dining Room, Kitchen, Lobby, Bathroom.
FIRST FLOOR: Landing, Bedroom One, Bedroom Two, Dressing Room/Cot Room.
OUTSIDE: The property has the benefit of a long rear garden in need of some cultivation.

EPC: D

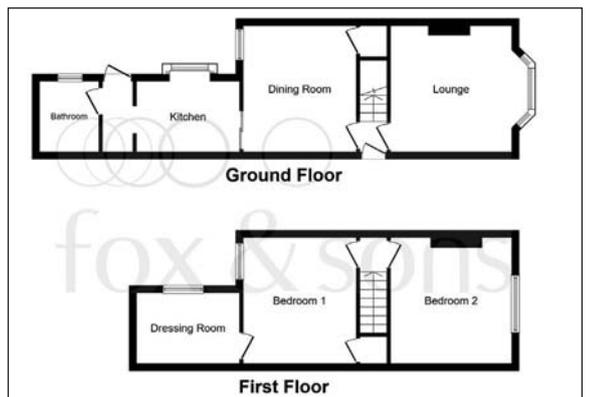


Viewing Dates & Times:
Mondays & Wednesdays 12:30pm - 1:00pm.
OPEN HOUSE VIEWINGS! Staff will automatically be at the property on the days and times above. Please ensure you arrive promptly at the start time as staff will have to leave sharply at the end of the viewing.

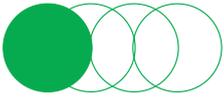


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AVAILABILITY ANNOUNCEMENT - GUIDE PRICE £750,000 PLUS



- > Unique Mixed Use Residential/Commercial
- > Stunning Day Room & Further Buildings
- > Semi Rural Location In Favoured West Ashling

2 Clearwater, Ratham Lane, West Ashling, Chichester, West Sussex PO18 8DL

Tenure:

Freehold with Vacant Possession

Description:

This unique mixed residential/commercial site is being offered to the market exclusively through Fox & Sons Auctioneers. Located within one of the areas more desired semi rural/countryside locations, this site offers so much potential for a variety of uses. Planning on the site provides a whole host of uses which include parts that offer B2 Industrial, Residential Occupation of a Mobile Home, Lorry Body/Plant Machinery/Vehicle Storage, Touring Caravan Storage, 2 further Mobile Homes (65' x 22') and the most stunning brick built bungalow/day room for use by persons with Traveller/Gypsy status.

Accommodation:

UPPER AREA

DAY ROOM: Stunning brick built luxury bungalow/day room finished to an exceptional standard which is to be used in conjunction with the siting of an adjacent caravan.

MOBILE HOMES: 2 Mobile Homes can be placed on the site being up to 65 x 22 ft for occupation with the upper parts of the site classification.

STORAGE BARN: Oak Framed Store which would make an excellent office/study with good storage facilities and light & power.

LOWER AREA

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

RESIDENTIAL MOBILE HOME: The lawful use certificate also enables a mobile home to be used on a full residential basis and currently provides a 32 x 10 ft mobile home unit. In addition to this, the adjacent two plots can provide garden space and further off road car parking opportunity for both the commercial and residential parts or continued use for a further 4 residential caravans (restrictive use 12 weeks on 8 weeks off, 365 days a year).

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

Planning Note:

The site has benefit of many planning and lawful use consents and we would recommend a meeting with interested buyers to go through the approvals and classification uses on site with clients.



Viewing Dates & Times:

Strictly by appointment with Fox & Sons Auctioneers.

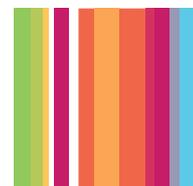


fox & sons

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T 023 8033 8066



Your Guide to Buying at Auction



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

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

DO'S

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

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

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

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

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

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

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

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

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

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

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

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

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

DON'TS

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

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

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

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

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

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

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

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

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

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

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

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

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



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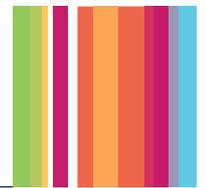
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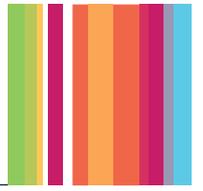
Results

13th February 2020



Lot	Address	Result
1	29 Kent Road, St Denys, Southampton, Hampshire	SOLD FOR £227,000
2	8 George Street, Eastleigh, Hampshire	SOLD PRIOR TO AUCTION
3	Flat 1, 24 Market Place, Camelford, Cornwall	SOLD FOR £36,000
4	Flat 2, 24 Market Place, Camelford, Cornwall	SOLD FOR £36,000
5	10 High Street, Dunster, Minehead, Somerset	SOLD PRIOR TO AUCTION
6	9 High Street, Totton, Southampton, Hampshire	SOLD AFTER AUCTION
6A	16 Imperial Avenue, Shirley, Southampton, Hampshire	SOLD FOR £179,500
7	1 Cherry Pie Lane, Sparkford, Yeovil, Somerset	SOLD FOR £194,000
8	11 Commercial Road, Southampton, Hampshire	SOLD PRIOR TO AUCTION
9	9 Fitzhugh Place, Polygon, Southampton, Hampshire	SOLD FOR £185,000
10	41 Thackeray Road, Portswood, Southampton, Hampshire	WITHDRAWN POST
11	53 London Road, Amesbury, Salisbury, Wiltshire	SOLD FOR £190,500
12	Land/Plot to rear of 53 London Road, Amesbury, Salisbury, Wiltshire	SOLD FOR £75,000
14	Flat 5 Bartlett House, Woodside Road, Portswood, Southampton, Hampshire	SOLD PRIOR TO AUCTION
15	Building Plot at, 276 Aldwick Road, Bognor Regis, West Sussex	SOLD PRIOR TO AUCTION
16	Flats 1, 2 & 8 Espionage Place, South Way, Southwell Business Park, Portland, Dorset	POSTPONED
17	4 Swindon Street, Highworth, Swindon, Wiltshire	SOLD AFTER AUCTION
18	105 Crescent Drive North, Woodingdean, Brighton, East Sussex	AVAILABLE
19	11 Beach Gardens, Selsey, Chichester, West Sussex	SOLD FOR £348,000
20	Flat 16, Telephone House, 70 High Street, Southampton, Hampshire	SOLD FOR £124,000
21	52 Pitcroft Road, North End, Portsmouth, Hampshire	SOLD FOR £217,000
22	Land to the rear of Units 1-4, 25-27 High Street, Cosham, Portsmouth, Hampshire	SOLD FOR £65,000
23	254 Sopwith Crescent, Merley, Wimborne, Dorset	SOLD FOR £262,000

Notes



How To Download Auction Legal Packs

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

Memorandum of Sale



Date of Auction _____ Lot _____

The Property Address _____

Address _____ Postcode _____

Seller _____

Purchase Price _____ (words) _____

Deposit (Min £5,000) _____ (words) _____

Balance _____ (words) _____

Exchange Date Dated this _____ day of _____ 2020

Completion Date _____ day of _____ 2020

The Buyer(S) Full Names _____

Address _____

_____ Postcode _____

Tel Nos: Work _____ Home _____ Mobile _____

The Buyers' Full Names _____ Capacity _____

Agent Address _____

_____ Postcode _____

Tel Nos: Work _____ Home _____ Mobile _____

The Buyers' Firm _____

Conveyancer Address _____

_____ Postcode _____

DX Number _____ Tel No: _____

Declarations I / we the above named Buyer(s) hereby acknowledge that I / we have today purchased the Property described above and in the attached particulars and have paid to Fox & Sons the above mentioned deposit in part payment of the above mentioned purchase price.

I / we confirm that the above mentioned Buyers' Conveyancer is the person duly authorised to accept notices on behalf of the Buyer(s) for the purposes of the General and Special Conditions.

I / we acknowledge my / our agreement to pay the remainder of the purchase price and to complete the purchase in accordance with the annexed General and Special Conditions of Sale and any relevant entry on the Addendum.

It is further acknowledged and warranted that I as the person who bid for the Property and have signed this Memorandum if not the Buyer(s) named above have authority to act on behalf of the Buyer(s).

I / we have read, understand and agree to the page at the beginning of this catalogue headed 'Important Notice' and the section entitled Conduct of the Auction printed at the rear.

We Fox & Sons, as Agents for the Seller, hereby confirm the sale and acknowledge receipt of the above mentioned deposit in accordance with the General and Special Conditions of Sale applicable and any relevant entry on the Addendum.

Signed by the Buyer or on his/her behalf _____

Signed by and on behalf of the Fox & Sons _____

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

INTRODUCTION

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply.

GLOSSARY

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

Subject to CONDITION G9.3:

- a) the date specified in the SPECIAL CONDITIONS; or
- b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved Financial Institution

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS Schedule

The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

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

Catalogue

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- b) if CONTRACTS are exchanged, the date of exchange.

If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

AUCTION CONDUCT CONDITIONS

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

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

A1 Introduction

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

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

A2 OUR role

- a) As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

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

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

A3 Bidding and reserve PRICES

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

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

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

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

A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to

IMPORTANT NOTICE

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
 - Read the conditions;
 - Inspect the lot;
 - Carry out usual searches and make usual enquiries;
 - Check the content of all available leases and other documents relating to the lot;
 - Check that what is said about the lot in the catalogue is accurate;
 - Have finance available for the deposit and purchase price;
 - Check whether VAT registration and election is advisable;
- The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

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

Financial Charge

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

General Conditions

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

INTEREST RATE

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

LOT

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

Old ARREARS

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

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

Ready To Complete

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

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

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

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or

(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit

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

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

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

(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and

(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

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

A6 Extra Auction Conduct Conditions

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

GENERAL CONDITIONS OF SALE

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

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

G1 The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

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

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenants' or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

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

G1.8 The BUYER buys with full knowledge of

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

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

G2 Deposit

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

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

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

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

G3 Between CONTRACT and COMPLETION

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

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

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

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

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

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

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

(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;

(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.

(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

- the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

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

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

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

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

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

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

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

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

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

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence. G7.2 The person giving the notice must be READY TO COMPLETE.

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

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

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

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

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

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

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must

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

G9.5 The BUYER must promptly

- provide references and other relevant information; and
- comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:

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

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

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

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

G11 ARREARS

Part 1 – Current rent

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

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS

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

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

- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
- pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
- if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
- not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
- if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

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

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

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

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

G14 VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
- (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

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

G15.3 The BUYER confirms that

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

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:

- (a) the SELLER's conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.

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

G16.4 The SELLER and BUYER agree:

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

G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

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

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

G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (c) with no title guarantee;

and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees").

This notification must be given to the BUYER not less than 14 days before COMPLETION.

- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.

(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.

- (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

G21 Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

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

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:

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

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

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

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

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

G23 Rent reviews

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

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

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

G23.4 The SELLER must promptly:

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

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

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

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

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

G24 TENANCY renewals

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

G25 Warranties

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

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

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

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

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

G26 No assignment

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

G27 Registration at the Land Registry

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

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

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

- (a) apply for registration of the TRANSFER;

(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and

- (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) it is proved that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

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

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically;

but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

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

G29 CONTRACTS (Rights of Third Parties) Act 1999

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

G30 EXTRA GENERAL CONDITIONS

2020 Auction Dates

February
13th Southampton

March
26th Southampton

May
6th Southampton

June
18th Southampton

July
29th Southampton

September
17th Southampton

October
29th Southampton

December
10th Southampton