

**auction:** TUESDAY 8th DECEMBER 2009 11.00 am  
MERCURE HYTHE IMPERIAL HOTEL & SPA, PRINCE'S PARADE, HYTHE, KENT CT21 6AE



East Kent's  
Land & Property Auctioneers



the **property** auction specialists



# 11 Lots For Sale By Auction

(Unless previously sold or withdrawn)

## Auction Venue



### **Mercure Hythe Imperial Hotel & Spa**

Prince's Parade, Hythe  
Kent CT21 6AE



## Auction Office

51 Queen Street, Ramsgate, Kent CT11 9EJ

Tel: 08445 738638

Email: [eastkent@auctionhouse.uk.net](mailto:eastkent@auctionhouse.uk.net)

[www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

### **Auction Team:**

Stuart Barr, Damian Abel, Karen Hirst

# Message from the Auctioneers



Welcome to our inaugural Auction here at The Hythe Imperial Hotel. We are pleased to offer a variety of lots including a development site with planning, investment opportunities and a freehold property with re-development potential.

The popularity of Auctions continues to grow across the UK, buyer interest is up, viewing activity has increased and the demand for lots continues to grow.

Latest analysis from Essential Information Group (EIG), which monitors auctions across Britain, shows that in the third quarter of 2009 more than 72% of auctions lots sold, a figure well above that for 2008 and a signal that the auction route is proving highly successful.

We are now seeing more sellers choosing the auction route, and results that regularly exceed their expectations. With demand high and 'green shoots of recovery' evident there is window of opportunity that more will want to take advantage of.

Click on our upgraded website [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net) to see everything that we will be auctioning across the country and on the East Kent icon for all lots entered into this auction. You will find full property details, local area information, Open House viewing dates, legal documents and other required reading. We hope that you will find it comprehensive, easy to use and of real benefit.

We are very proud to be part of Auction House as its popularity and achievements extend across the country as well as in our area – there are now 21 Auction House companies set up to run auctions in different parts of England and Wales. If you have a property that would suit the auction method of sale anywhere in the UK please give us a call on 08445738638 and we will be delighted to assist.

May we wish you every success at today's auction and take this opportunity of wishing you and your families a Merry Christmas and a healthy and prosperous New Year.

## **Auction Dates 2010**

23rd February

4th May

20th July

28th September

7th December

# Auction information



**The Catalogue** Details of the property and land to be sold are set out in this catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

**Plans and Photographs** The plans and photographs published in the catalogue are to aid identification of the property only. The plans are not to scale.

**Guide Prices** Guide prices quoted in the catalogue are provided as indication only and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.

**Reserve Price** Each property will be sold subject to a reserve price. This is a confidential figure set between the Vendor and the Auctioneer. It is a figure below which the Auctioneer cannot sell the property.

**The Legal Aspect** Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.

**Pre Auction Sales** Offers made on property included in this catalogue may be accepted by the Vendor prior to the auction. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.

**Attending the Auction** It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/alteration list which will also be available as any purchase will be subject to these.

**Bidding** Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to the cashiers desk for payment of the deposit.

**Bidding by Proxy or Telephone** If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A pre auction bidding form and conditions appear towards the end of this catalogue.

**Proof of Identification** In order to abide by the money laundering regulations we ask that all prospective purchasers provide proof of identity. Please bring your passport or photographic UK driving licence and a current utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need to present proof of your position within the company and company letterhead.

**Solicitors Details** The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.

**Deposit** When you buy a property you will be approached by a member of Auction House staff and asked to go to the cashiers desk to sign the Memorandum of Sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by bankers draft, building society cheque or personal cheque. Cash or card payments will not be accepted. Please note, should the cheque have to be represented, an administration charge of £250.00 + VAT will be charged by deduction from the deposit.

**The Contract** The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date will also be announced immediately prior to the commencement of bidding of each lot.

**Administration Charge** Purchasers will be required to pay by cheque, an administration charge of £250.00 + VAT in addition to the deposit. A VAT receipt will be issued after the auction.

**Insurance** Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion

**Post Auction Sales** If a property you are interested in is not sold at the auction please speak to the Auctioneer and make an offer. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules.

**Disclaimer** Particulars within this catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.

# Order of Sale

Tuesday 8th December 2009, Mecure Hythe Imperial Hotel & Spa, Prince's Parade, Hythe, Kent CT21 6AE

LOT	ADDRESS	GUIDE PRICE	LOT TYPE
1	57 East Cliff, Folkestone	£125,000 - £135,000	Residential Investment
2	Flat 1, 65 Bouverie Road West, Folkestone, Kent	£115,000 - £125,000	Residential Investment
3	Flat 4, 65 Bouverie Road West, Folkestone, Kent	£105,000 - £115,000	Residential Investment
4	Flat 5, 65 Bouverie Road West, Folkestone, Kent	£90,000 - £100,000	Residential Investment
5	54-60 Addiscombe Road, Margate, Kent	£195,000 - £225,000	Development Site
6	Lock Up and Freehold Land, Tudor Road, Folkestone, Kent	£10,000 - £13,000	Investment
7	Single Building Plot adjacent to 171 Lynwood, Folkestone, Kent	£70,000 - £75,000	Building Plot
8	12 Zion Place, Cliftonville, Margate, Kent	£180,000 - £200,000	Residential with Potential
9	Flat 1, 16-18 Castle Hill Avenue, Folkestone	£110,000 - £115,000	Residential Investment
10	Flat 2, 16-18 Castle Hill Avenue, Folkestone	£110,000 - £115,000	Residential Investment
11	Flat 1, The Coach House, Broomfield Road, Cheriton, Folkestone	£65,000 - £80,000	Residential Investment

## Catalogue Subscription Form



We are delighted to offer an Annual Subscription for our catalogues.

As a subscriber, for an annual subscription of £23.50 inc. VAT, you will receive a catalogue for each of our auctions over a twelve month period from the date of your application.

If you would like to become a subscriber, please complete and return this form, along with a cheque made payable to Auction House East Kent to:

Auction Catalogue Subscription, Auction House East Kent, 51 Queen Street, Ramsgate, Kent CT11 9EJ.

Name \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Home \_\_\_\_\_ Business \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

Payment Enclosed Cheque No: \_\_\_\_\_

**LOT 1**

57 East Cliff, Folkestone, Kent  
CT19 6BX

Residential

GUIDE PRICE

**£125,000 - £135,000**

### Three bedroom terraced house

In fair condition, this three bedroom mid-terraced house requires some modernisation and other general renovation works. The property is currently empty and being sold with vacant possession.

With three bedrooms, family bathroom/WC, kitchen, lounge, separate dining room and rear garden, gas fired central heating and double glazing, the property is an ideal investment opportunity for the rental market.

Located in the East Cliff of Folkestone, this property is convenient for the harbour and the town's up-and-coming 'creative quarter'.

### Accommodation

**Lounge:** 14'2 x 12'2 (4.32m x 3.71m)

**Kitchen:** 15'7 x 7'1 (4.75m x 2.16m)

**Dining Room:** 14'2 x 10'11 (4.32m x 3.33m)

**Bedroom One:** 14' x 12'1 (4.27m x 3.68m)

### Bathroom/WC

**Bedroom Two:** 10'11 x 8'9 (3.33m x 2.67m)

**Bedroom Three:** 8'8 x 7'10 (2.64m x 2.39m)

**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

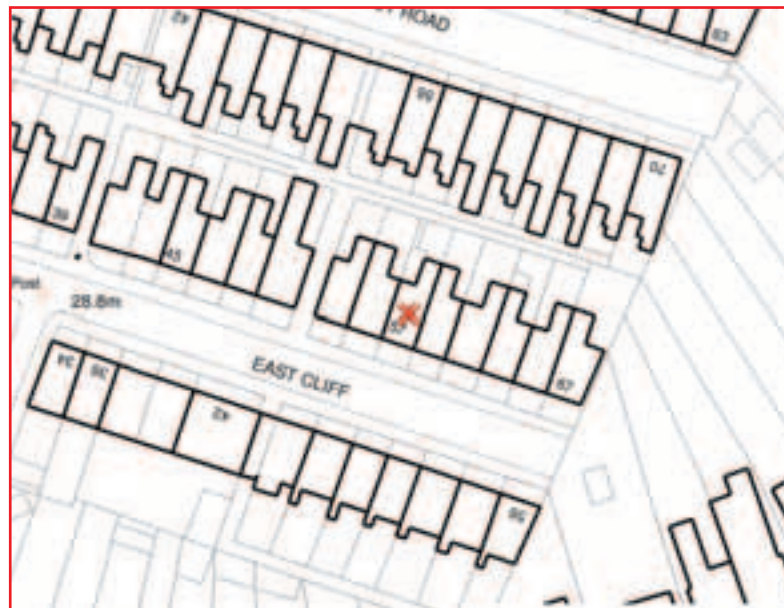
**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** Hallett & Co., 11 Bank Street, Ashford, Kent TN23 1DA.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 2

# Flat 1, 65 Bouverie Road, West Folkestone, Kent CT20 2RL

Residential Investment

GUIDE PRICE

£115,000 - £125,000

### Two bedroom lower ground floor flat

This lower ground floor converted flat was modernised approximately two years ago and has since been tenanted. The property is currently let on a short hold tenancy agreement and is currently passing £650 per calendar month. The property is in good decorative order; has gas fired central heating and double glazing.

Located in the West End of Folkestone, this property is convenient for a wide range of amenities, shops and regular public transport.

### Accommodation

The property has two bedrooms, family bathroom, kitchen, lounge and rear garden.



**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 3

# Flat 4, 65 Bouverie Road, West Folkeston, Kent CT20 2RL

Residential Investment

GUIDE PRICE

£105,000 - £115,000

### Two bedroom lower ground floor flat

This lower ground floor converted flat was modernised approximately two years ago and has since been tenanted. The property is currently let on a short hold tenancy agreement and is currently passing £575 per calendar month. The property is in good decorative order; has gas fired central heating and double glazing.

Located in the West End of Folkestone, this property is convenient for a wide range of amenities, shops and regular public transport.

### Accommodation

The property has two bedrooms, family bathroom, kitchen, lounge and en-suite.



**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 4

# Flat 5, 65 Bouverie Road, West Folkestone, Kent CT20 2RL

Residential

GUIDE PRICE

**£90,000 - £100,000**

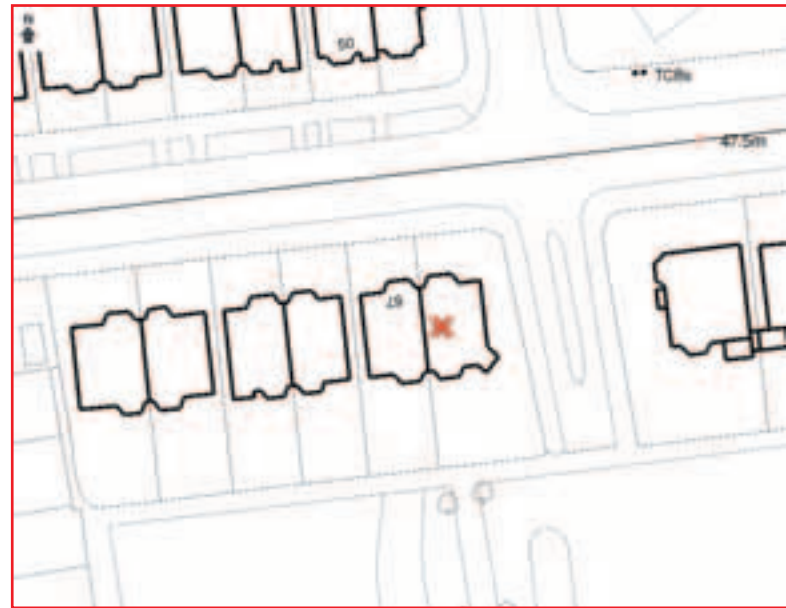
### Two bedroom third floor flat

This third floor converted flat was modernised approximately two years ago and has since been tenanted. The property is currently vacant and is being sold with vacant possession, with a proposed rental income of £550 per calendar month.

Located in the West End of Folkestone, this property is convenient for a wide range of amenities, shops and regular public transport.

### Accommodation:

The property has two bedrooms, family bathroom, and open plan lounge/kitchen.



**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388.

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 5

54-60 Addiscombe Road,  
Margate, Kent CT9 2SU

Development Site

GUIDE PRICE

£195,000 - £225,000

### Development site with planning for seven flats

Planning permission has been granted by Thanet District Council under Reference Number F/TH/07/1688, dated 28/01/2008, for the construction of a building to accommodate seven x two bedroom flats and associated parking following the demolition of the existing buildings.

A copy of the planning consent and proposed plans are available for inspection at the Auctioneer's Office.

### Proposed Accommodation:

**Ground Floor Flats 1,2 and 3:** Open plan lounge/diner, kitchen, bathroom, two bedrooms, en-suite.

**First Floor - Flat 6:** Entrance hall, open plan lounge/diner, kitchen, bathroom, two bedrooms.

**First Floor - Flats 4 and 5:** Open plan lounge/diner, kitchen, bathroom, two bedrooms, en-suite.

**Second Floor - Flat 7:** Entrance hall, two bedrooms, bathroom, open plan lounge/diner, kitchen.

**Tenure:** Freehold.

**Local Authority:** Thanet District Council, PO Box 9, Cecil Street, Margate, Kent. Tel: 01843 577000.

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Interested parties may view the site during daylight hours. No liability can be held against the vendor of the agents, Auction House East Kent.

**Solicitor:** Messrs Thackray Williams LLP, 225/235 High Street, Beckenham, Kent BR3 1BN

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 6

# Lock Up & Freehold Land, Tudor Road, Folkestone, Kent CT19 4HL

Residential Investment

GUIDE PRICE

£10,000 - £13,000

### Lock up and small parcel of freehold land

This brick built lock up and small parcel of freehold land is situated behind South Eastern Transmissions in Tudor Road, Cheriton, Folkestone.

The lock up is in fair condition and is currently let at £60 per calendar month (£720 per annum).

It has previously been let to an estate agency as a board store and is now currently let to someone within the building trade, although it will be sold with vacant possession.

**The Lock Up Measures Approximately:** 16'05 x 13'01 (5.00m x 3.99m )



**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388.

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the Auctioneers. Tel: 08445 738 638.

**Solicitor:** Hallet & Co., 11 Bank Street, Ashford, Kent. TN23 1DA.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 7

Building Plot adj 171 Lynwood,  
Folkestone, Kent CT19 5DF

Building Plot/Land

GUIDE PRICE

**£70,000 - £75,000**

### Development site with planning for a three bedroom detached house

This mainly level site, square in shape and presently laid to grass, has planning permission for the construction of a three bedroom detached house. Planning was granted by Shepway District Council, reference number YO70898/SH.

The plot can be found adjacent to 171 Lynwood Road, Folkestone, and is situated in a popular residential location.



**Tenure:** Freehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY. Tel: 01303 850388.

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the Auctioneers. Tel: 08445 738 638.

**Solicitor:** Hallet & Co., 11 Bank Street, Ashford, Kent. TN23 1DA.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



## LOT 8

# 12 Zion Place, Cliftonville, Margate, Kent CT9 1RX

Residential

GUIDE PRICE

£180,000 - £200,000

### Development Grade II Listed former hotel with development potential

A double fronted former hotel, minutes from the Winter Gardens, which is considered to have huge potential for conversion, subject to all the necessary planning consents being available.

Interested parties are advised to make their own enquiries with the Local Planning Authority, Thanet District Council, PO Box 9, Cecil Street, Margate, Kent CT9 1XZ. Telephone 01843 577000

#### Accommodation

**Ground Floor:** Entrance hall, lounge, bedroom, open plan sitting/dining room, inner lobby, bathroom, separate WC, kitchen, garden with access to rear garden.

**Lower Ground Floor:** Large open plan bar and games room with storage and a cellar with access to rear garden.

**First Floor:** Separate WC on half landing, sitting room, three bedrooms, bathroom.

**Second Floor:** Separate WC on half landing, four rooms formerly used as bedrooms.

**Third Floor:** Four rooms formerly used as bedrooms.

**Outside:** Walled rear garden and limited frontage.



**Tenure:** Freehold.

**Local Authority:** Thanet District Council, PO Box 9, Cecil Street, Margate, Kent CT9 1XZ Tel: 01843 577000.

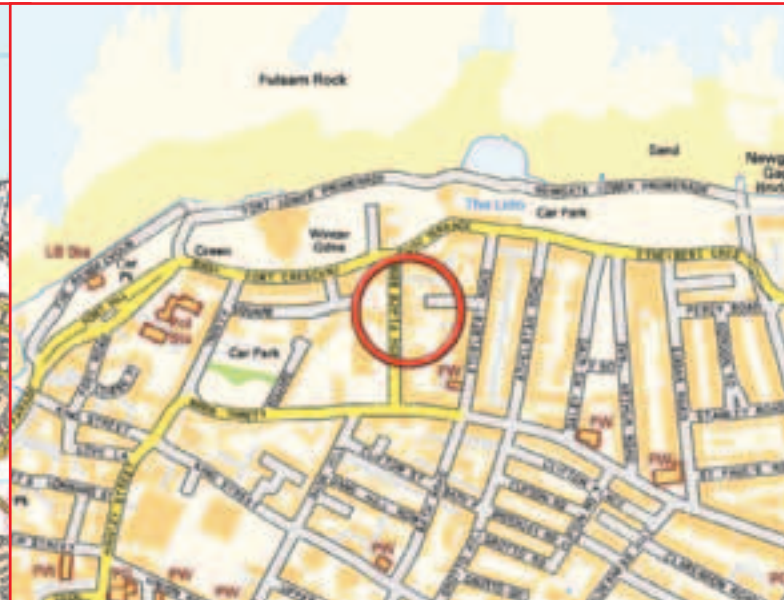
**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** Barnes Marsland, 103 High Street, Broadstairs, Kent, CT10 1JS.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



# LOT 9

Flat 1, 16-18 Castle Hill Avenue,  
Folkestone, Kent CT20 2QT

Residential

GUIDE PRICE

£110,000 - £115,000

## Converted two bedroom apartment

This lower ground level converted apartment was modernised approximately two years ago. Currently empty, the property is being sold with vacant possession. The property has two bedrooms, family bathroom, kitchen, and lounge, is in good decorative order; has gas fired central heating and double glazing. Located in the West End of Folkestone, this property is convenient for a wide range of amenities, shops and regular public transport.

### Accommodation

Lounge

Kitchen

Bedroom One

Family Bathroom

Bedroom Two



**Tenure:** Leasehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



# LOT 10

Flat 2, 16-18 Castle Hill Avenue,  
Folkestone, Kent CT20 2QT

Residential

GUIDE PRICE

£110,000 - £115,000

## Converted two bedroom apartment

This lower ground level converted apartment was modernised approximately two years ago. Currently empty, the property is being sold with vacant possession. The property has two bedrooms, family bathroom, kitchen, and lounge, is in good decorative order; has gas fired central heating and double glazing. Located in the West End of Folkestone, this property is convenient for a wide range of amenities, shops and regular public transport.

### Accommodation

Lounge

Kitchen

Bedroom One

Family Bathroom

Bedroom Two



**Tenure:** Leasehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



# LOT 11

Flat 1, The Coach House, Broomfield Road, Cheriton, Folkestone, Kent CT19 4DG

Residential

GUIDE PRICE

£65,000 - £80,000

## Ideal buy-to-let in Cheriton

This ground floor flat was modernised approximately two years ago. The property is currently empty and being sold with vacant possession. The property has open plan lounge/kitchen, family bathroom and one bedroom, is in good decorative order; has gas fired central heating, double glazing and is perfect to move straight in to or to buy to let. Located in Cheriton, this property is convenient for a wide range of amenities, shops, regular public transport and has easy access to the M20 motorway.

### Accommodation

**Open Plan Lounge/Kitchen:** 17'10 x 11'9 (5.44m x 3.58m)

**Bathroom:** 7'6 x 4'10 (2.29m x 1.47m)

**Bedroom:** 11'10 x 8'7 (3.61m x 2.62m)



**Tenure:** Leasehold.

**Local Authority:** Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent. Tel: 01303 850388

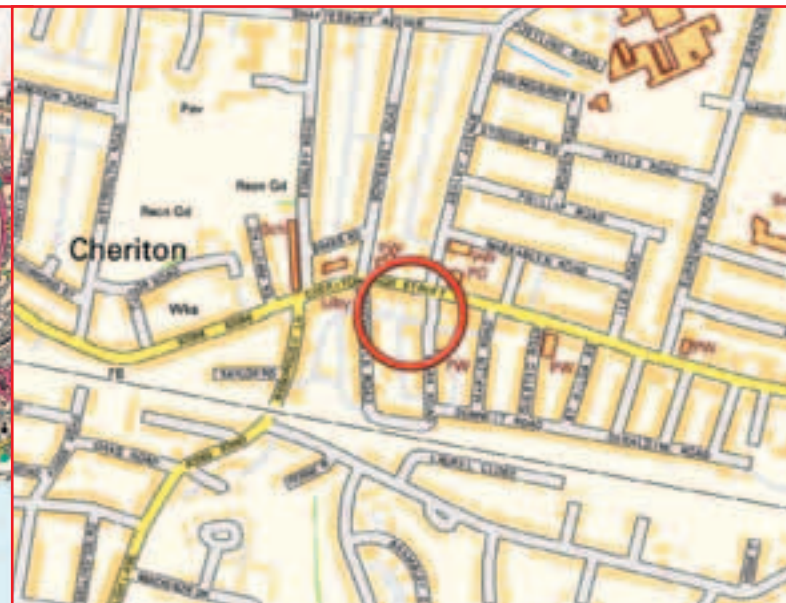
**Services:** Interested parties are requested to make their own enquiries with the relevant authorities as to the availability of services.

**NB: Services, apparatus and equipment have not been tested by East Kent Auction House and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

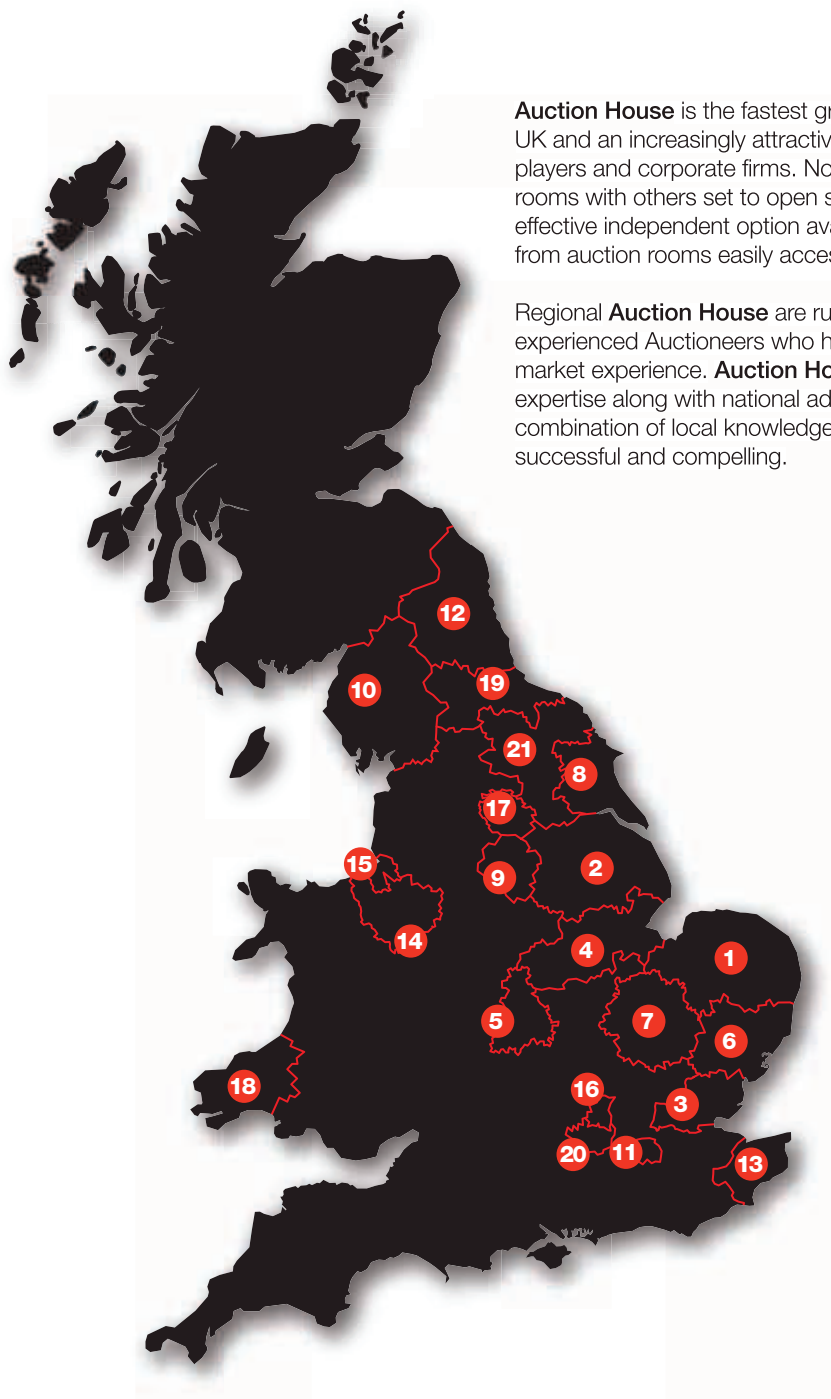
**Viewing:** Strictly by appointment with the auctioneers. 08445 738638

**Solicitor:** KPM Solicitors LLP, 116-118 Chancery Lane, London WC2A 1PP.

**Plans and Photographs:** The plans and photographs are there to aid identification of the property only. The plans are not to scale.



# Local Knowledge National Strength



**Auction House** is the fastest growing auctioneering network in the UK and an increasingly attractive alternative to the major London players and corporate firms. Now operating from 19 regional auction rooms with others set to open shortly, **Auction House** is the most effective independent option available to local sellers, and operates from auction rooms easily accessible to local buyers.

Regional **Auction House** are run by prominent Estate Agents and experienced Auctioneers who have a wealth of local knowledge and market experience. **Auction House** offers that local capability and expertise along with national advertising and marketing – a combination of local knowledge and national strength that is both successful and compelling.

- 1 Norfolk & North Suffolk
- 2 Drewery & Wheeldon
- 3 South Essex
- 4 East Midlands
- 5 Coventry & Warwickshire
- 6 Suffolk & North Essex
- 7 West Anglia
- 8 Dee Atkinson & Harrison
- 9 Blundells
- 10 Cumbria
- 11 Goodfellowes
- 12 Sarah Mains
- 13 East Kent
- 14 Humpreys
- 15 Smith & Sons
- 16 South Buckinghamshire
- 17 Manning Stainton
- 18 South West Wales
- 19 Tees Valley
- 20 Atkinson & Keene
- 21 Stephenson & Son

Please visit our website for more information  
[www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

# Memorandum Of Sale



Property Address: ..... Lot No. ....

The Vendor: .....  
.....

The Purchaser: .....  
.....

Post Code: ..... Tel: .....

The Price: £ .....

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price: £ .....

Less Deposit: £ .....

Balance: £ .....

Dated: .....

Completion Date: .....

Signed: .....

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of: .....

Dated: .....

Signed: .....

The Purchaser

Purchasers Solicitor: .....  
.....

Post Code: ..... Tel: .....

Vendors Solicitor: .....  
.....

Post Code: ..... Tel: .....

# Non-Attending Bid or Telephone Bid

Please also sign and return the reverse side of this form.



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name \_\_\_\_\_

Name of Company (if applicable) \_\_\_\_\_

Of (address) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

## PROPERTY AND BID DETAILS

Lot No. \_\_\_\_\_ Property Address \_\_\_\_\_

\_\_\_\_\_

My maximum bid (proxy bids only) will be: £ \_\_\_\_\_

(amount in words) \_\_\_\_\_

## DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £287.50 (£250.00 + VAT Administration Charge)

## OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £287.50 (£250.00 + VAT Administration Charge)

My cheque of £ \_\_\_\_\_ is made payable to AUCTION HOUSE EAST KENT  
(amount if applicable)

## SOLICITORS

My solicitors are \_\_\_\_\_

Of (address) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Tel \_\_\_\_\_ Person Acting \_\_\_\_\_

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,  
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, 51 Queen Street, Ramsgate, Kent CT11 9EJ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the buyers premium or accordance with the General or Special Conditions of Sale relating to the lot.
4. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; 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 on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
6. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
7. In the event that the written or telephone 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).
8. 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 £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £287.50 (£250.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House East Kent.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
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 Auction House 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 bidders 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, 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 Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof.

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

**Signed:**.....**Date:**.....

**Please sign this page and ensure the form overleaf is completed.**

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## GENERAL CONDITIONS

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

### 1. THE LOT

- 1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- 1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- 1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
  - (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
  - (i) anything the seller does not and could not reasonably know about.
- 1.5 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.
- 1.6 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.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.9 The buyer buys with full knowledge of:
  - (a) the documents, whether or not the buyer has read them; and
  - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

### 2. DEPOSIT

- 2.1 The amount of the deposit is the greater of:
  - (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
  - (b) 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
  - (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

### 3. BETWEEN CONTRACT AND COMPLETION

- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
  - (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- 3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

### 4. TITLE AND IDENTITY

- 4.1 Unless condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.

- 4.2 If any of the documents is not made available before the auction the following provisions apply:
  - (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer;
  - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
  - (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 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.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

### 5. TRANSFER

- 5.1 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 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

### 6. COMPLETION

- 6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
  - (a) direct transfer to the seller's conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- 6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.

### 7. NOTICE TO COMPLETE

- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
  - (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
  - (a) terminate the contract; and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

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

- If the contract is lawfully brought to an end:
  - (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 7.3.

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## 9. LANDLORD'S LICENCE

- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition 9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 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.
- 9.4 The seller must:
  - (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
  - (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition 9.

## 10. INTEREST AND APPORTIONMENTS

- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 Subject to condition 11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at actual completion date unless:
  - (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer;
- 10.4 Apportionments are to be calculated on the basis that:
  - (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year; and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

## 11. ARREARS

### Part 1 Current rent

- 11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- 11.2 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.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.

### Part 2 Buyer to pay for arrears

- 11.4 Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 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.
- 11.6 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

- 11.7 Part 3 of this condition 11 applies where the special conditions:
  - (a) so state; or
  - (b) give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the buyer must:
  - (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition 11.
- 11.9 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.

## 12. MANAGEMENT

- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 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.

## 13. RENT DEPOSITS

- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- 13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
  - (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.

## 14. VAT

- 14.1 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.
- 14.2 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.

## 15. TRANSFER AS A GOING CONCERN

- 15.1 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 15 applies.
- 15.2 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.
- 15.3 The buyer confirms that:
  - (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group; and
  - (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.
- 15.4 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 14.1 applies at completion.
- 15.5 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
- 15.6 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 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

## 16. CAPITAL ALLOWANCES

- 16.1 This condition 16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- 16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The seller and buyer agree:
  - (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; 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.

## 17. MAINTENANCE AGREEMENTS

- 17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- 17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

## 18. LANDLORD AND TENANT ACT 1987

- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- 18.2 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.

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## 19. SALE BY PRACTITIONER

- 19.1 This condition 19 applies where the sale is by a practitioner either as seller or as agent of the seller;
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.

## 20. TUPE

- 20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- 20.2 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.

## 21. ENVIRONMENTAL

- 21.1 This condition 21 only applies where the special conditions so provide.
- 21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

## 22. SERVICE CHARGE

- 22.1 This condition 22 applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (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.
- 22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
- but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 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.
- 22.6 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.

## 23. RENT REVIEWS

- 23.1 This condition 23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer; such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller; such consent not to be unreasonably withheld or delayed.
- 23.4 The seller must 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.

- 23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

## 24. TENANCY RENEWALS

- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- 24.4 Following completion the buyer must:
- (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.
- 24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

## 25. WARRANTIES

- 25.1 Available warranties are listed in the special conditions.
- 25.2 Where a warranty is assignable the seller must:
- (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.
- 25.3 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.

## 26. NO ASSIGNMENT

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

## 27. REGISTRATION AT THE LAND REGISTRY

- 27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
  - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
  - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
  - (b) provide the seller with an official copy and title plan for the buyer's new title; and
  - (c) join in any representations the seller may properly make to Land Registry relating to the application.

## 28. NOTICES AND OTHER COMMUNICATIONS

- 28.1 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.
- 28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- 28.3 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.
- 28.4 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.

## 29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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



If you would like to **be a part of our success** and have a property suitable to be sold at auction we would be delighted to hear from you.

The most suitable properties for auction include:

- Properties for Improvement
- Tenanted Properties
- Residential Investments
- Development Propositions
- Building Land
- Mixed Use Properties
- Commercial Investments
- Unique Properties
- Land (with or without planning permission)
- Lock Up Garages

If you have a suitable auction property please call the Auction House East Kent team on

**08445 738638**

[eastkent@auctionhouse.uk.net](mailto:eastkent@auctionhouse.uk.net) [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

Auction House East Kent, 51 Queen Street, Ramsgate, Kent CT11 9EJ