

austin
gray
auction
96

monday
30th november
2009

1pm

banqueting
suite

hove town hall
hove

bn3 4ah

buying a property at auction

the procedure explained

We have listed some of the regularly asked questions raised by prospective purchasers prior to bidding for a property at auction.

what does the auction brochure tell me?

The auction catalogue provides a photograph and a brief description of the property together with clear and concise details of any matters relevant to the property.

do I need any further information?

It is essential that you view the property and obtain a legal pack prior to the auction. This will contain all the necessary documentation pertaining to the property which has been prepared by the vendors solicitors. This pack can be sent out at a cost of £10 or emailed free of charge.

It is important to read and understand the conditions of sale and possibly notify your solicitor of your intention to bid.

how do I view the properties?

During the three to four week marketing period, we set viewing times for all auction properties. These are generally twice weekly and we are normally at the property for twenty minutes at a time. Contact Austin Gray for viewing information.

do I need to arrange a mortgage prior to the auction?

If your purchase is to be supported by mortgage finance then YES you need to have a firm offer of mortgage prior to attending the auction.

do I need a building society valuation?

If you apply for a mortgage to support your purchase then the building society will instruct their own valuer/surveyor.

should I have an independent survey carried out?

It is recommended that you have an independent survey carried out. Your surveyor should arrange access with the auctioneers and the survey should be carried out well in advance of the auction day.

what is the difference between a guide price and a reserve price?

The guide price is published to give you an indication of the reserve price. This is the lowest price that the vendor will accept and will not be set above the top end of the estimate.

Unless otherwise stated all properties will have a reserve price.

what do I need on the auction day?

To be in receipt of any mortgage offer, the ability to pay a 10% deposit, and two forms of identification (passport or driving licence, and a utility bill showing your current address).

do I need a solicitor in attendance?

Not unless you wish to do so. It is wise to notify your solicitor of the auction and show him the auction brochure along with any other information about the property you are interested in, including a copy of the legal pack.

do I need to register to be able to bid at auction?

Yes you do. Bidders are required to register at our auctions. If you do not have a registration form please contact the Auction Department as soon as possible. Two forms of identification are needed.

how do I bid?

Make sure you signal your bid clearly by raising your bidding paddle. The auctioneer will then acknowledge your bid. The final bidding price will be repeated three times before the fall of the gavel.

what happens if I am successful?

If you are the highest bidder at the fall of the gavel, you are the successful purchaser and are contractually bound to complete on the purchase.

At the end of the auction you will have to pay a 10% deposit and sign the necessary papers. All documentation will then be forwarded to your solicitor. You cannot take possession of the property until completion.

how do I pay the 10% deposit?

This can be paid by personal cheque or by bankers draft. We do not accept credit or debit cards. The balance will have to be paid upon completion, which is usually 28 days after the auction date.

do I have to insure the property?

Yes, you must make sure that the property is covered from the date of the auction.

is there anything else to pay?

Yes, there is a administration fee of £300 + VAT payable under a separate cheque to Austin Gray.

residential
investments
vacant flats
& houses
commercial
buildings
development
opportunities

auction

96

9 lots to be sold
by public auction

Unless sold prior

monday
30th november
2009
1.00pm

to be held in the
banqueting suite
hove town hall
norton road
hove bn3 4ah

austin
gray

37 vernon terrace, brighton bn1 3jh

tel. 01273 20 19 80 (option 1, Monday - Friday)
fax. 01273 72 76 89

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important notice - please read and reply

Our mailing list is now being revised. If you would like to continue to receive catalogues then please complete the details below and return to us.

mailing revision _____ get ahead of the game

Our catalogues are available online to download in PDF format one week before the publication of the printed version. Or if you would prefer we can email you a copy.

Title.

Initials.

Surname.

Company name.

Address.

Postcode.

Telephone number(s).

Mobile.

Fax number.

E-mail address.
(block letters)

Continue to send catalogues by post

Email PDF of the catalogue

Send your completed form to:

Auction Department, Austin Gray, 37 Vernon Terrace, Brighton BN1 3JH

Tel: 01273 20 19 80 (option 1)

Fax: 01273 72 76 89

Email: trishmahony@austingray.co.uk

the
auction
team

expert
auction
advice &
guidance

trish mahony
tel. 01273 20 19 81
email. trishmahony@austingray.co.uk

nick muston FRICS
tel. 01273 20 19 82
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fax. 01273 72 76 89
www.austingray.co.uk

purchasers
please
note

contract
administration
fee

A contract administration fee of £300.00 plus VAT per property is payable by the purchasers.

This fee will be payable when contracts are exchanged and at the same time as the contractual deposit monies are paid.

Purchasers will be provided with a VAT receipt upon request.

next
auction February 2010

Our next auction will be held in February and we are now inviting entries. To arrange an auction valuation of your site or building without any obligation, please contact from monday to friday

Nick Muston FRICS on 01273 20 19 82 or e-mail nickmuston@austingray.co.uk

viewing times

1	78 Dewe Road, Brighton BN2 4BD	10.00	Tuesday 3, 10, 17, 24 November Thursday 29 October, 5, 12, 19, 26 November
2	Flat 3, 194 Old Shoreham Road, Portslade BN41 1UB	11.30	Tuesday 3, 10, 17, 24 November Thursday 29 October, 5, 12, 19, 26 November
3	Car Space No. 13, St James's Court 81 The Drive, Hove BN3 6GE	Open site	
4	The Kiosk, Elm Grove, Brighton BN2 3DD	10.30	Tuesday 3, 10, 17, 24 November Thursday 29 October, 5, 12, 19 26 November
5	Flat 8, Downsview, 1 Lascelles Terrace Eastbourne BN21 4BJ	By appointment	
6	23a Cromwell Road, Hove BN3 3EB	11.00	Tuesday 3, 10, 17, 24 November Thursday 29 October, 5, 12, 19 26 November
7	5-7 Church Street, Storrington RH20 4LA	By appointment	
8	Wheel House, 11a Preston Park Avenue Brighton BN1 6HJ	By appointment	
9	Flat 3, 10 Montpelier Road, Brighton BN1 2LQ	12.00	Thursday 29 October, 5, 12, 19 26 November

Please arrive at the property five minutes prior to the viewing start time to ensure a full inspection. We regret we are unable to allow more than 20 minutes per lot. If you do not arrive at the allotted time we will leave after 10 minutes if nobody shows up. If you require a property survey please contact the office to make a separate appointment.



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- Asbestos Decontamination
- Asbestos Collection & Disposal

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auCTION

96 _____ the lots

lot no.	property	guide price	description
1	78 Dewe Road, Brighton BN2 4BD	£150,000 - £170,000	Freehold terraced house for refurbishment
2	Flat 3, 194 Old Shoreham Road, Portslade BN41 1UB	£75,000 - £80,000	Leasehold 1 bedroom flat
3	Car Space No. 13, St James's Court, 81 The Drive, Hove BN3 6GE	£5,000 - £6,000	Leasehold car parking space
4	The Kiosk, Elm Grove, Brighton BN2 3DD	£125,000 - £130,000	Freehold commercial opportunity
5	Flat 8, Downsview, 1 Lascelles Terrace, Eastbourne BN21 4BJ	£35,000 - £40,000	Leasehold studio flat with share of freehold
6	23a Cromwell Road, Hove BN3 3EB	£140,000 - £150,000	Leasehold lower ground floor garden flat in need of refurbishment
7	5-7 Church Street, Storrington RH20 4LA	TBA	Freehold commercial/residential investment with further development potential (STNC)
8	Wheel House, 11a Preston Park Avenue, Brighton BN1 6HJ	£750,000 - £800,000	Development opportunity for 3 detached houses in prime residential location
9	Flat 3, 10 Montpelier Road, Brighton BN1 1LQ	£90,000 - £95,000	Leasehold recently refurbished studio flat with patio

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For more information please contact us or visit our website www.edward-harte.co.uk



lot 1

78 dewe road, brighton,
east sussex bn2 4bd

Freehold terraced house in need of refurbishment

situation

The property is located in a road which runs parallel to the Lewes Road and directly behind the University of Brighton building.

description

A Victorian mid-terraced bay-fronted house which will require refurbishment and modernisation.

accommodation

Ground floor:

Living room: 22'2 x 11'2 into bay (6.76m x 3.40m)
Kitchen: 9'1 x 7'7 (2.77m x 2.31m)
Shower room and WC

First floor:

Bedroom 1: 14'1 x 10' (4.29m x 3.05m)
Bedroom 2: 10'8 x 10' (3.25m x 3.05m)

Garden to rear of the property.



guide price

£150,000 - £170,000

solicitors

Howlett Clarke, 29 Boundary Road, Hove,
East Sussex BN3 4EF. Fao. Mr C Edmonds.
Tel. 01273 426187

lot 2

flat 3, 194 old shoreham
road, portslade, brighton,
east sussex bn41 1ub

leasehold top floor 1 bedroom flat

situation

The property is located opposite Victoria Recreation Ground being within half a mile of Boundary Road/ Station Road thoroughfare and Portslade mainline railway station. Bus services into Brighton and Hove city centre are to hand.

description

The flat occupies part of the second (top) floor rear of an older style bay fronted semi-detached house. The

flat benefits from gas fired central heating and upvc double glazed windows.

accommodation

Communal entrance hall with entryphone system, stairs to top floor:
Entrance hall
Bathroom
Lounge/Kitchen: 15'9 x 9'10 (4.80m x 3.00m)
Bedroom: 10' x 7'10 (3.05m x 2.39m)

Lease length 99 years from 31 May 1988
Outgoings to be advised



guide price

£75,000 - £80,000

solicitors

Howlett Clarke, 29 Boundary Road, Hove, East
Sussex BN3 4EF. Fao. Mr C Edmonds.
Tel. 01273 426187

lot 3

car space no. 13, st james's court, 81 the drive, hove, east sussex bn3 6ge

leasehold parking space

situation

The parking space is No. 13 (marked 'V') and is located in the car park to the rear of St James's Court with the entrance in Wilbury Avenue. This central position is only 400 yards from the north side entrance to Hove mainline railway station

description

The space measures 14'9 x 7'6 (4.50m x 2.29m) and will be vacant upon completion.

Lease 99 years from 25 December 1991. Ground rent £100pa, doubling every 25 years. No service charge contribution



guide price

£5,000 - £6,000

solicitors

Osler Donegan Taylor
Pavilion View, 19 New Road, Brighton BN1 1UF
Fao. Mr P Barnes Tel. 01273 710712

lot 4

the kiosk, elm grove, brighton, east sussex bn2 3dd

Freehold commercial opportunity

situation

The premises are located at the lower end of Elm Grove near to the junction of the Lewes Road.

description

The shop occupies a prominent position with external selling space or seating area and useful basement storage area.

accommodation

Ground floor:
Internal dimensions: 17'8 x 13'10 (5.38m x 4.22m)

Separate WC

Outside area: 18' x 18' narrowing to 14' (5.49m x 5.49m x 4.27m)
Basement accessed by external staircase max. dimensions 13' x 12' (3.96m x 3.66m)

Rateable area of 406.66 sq.ft (37.8sq.m)
Current rateable value £4350

The shop for many years traded as a florist and was let at £10,000 pa. The property would lend itself to alternative uses especially A3 (STNC).



guide price

£125,000 - £130,000

solicitors

Dakers, 10/11 Queens Place, Brighton, East Sussex
BN1 4YJ. Fao. Mr T Dakers. Tel. 01273 571685

lot 5

flat 8, downsviiew, 1
lascelles terrace,
eastbourne, east sussex
bn21 4bj

Leasehold ground floor studio flat

situation

The flat is located opposite the Devonshire Park Theatre which is a short stroll away from the seafront with the town centre and railway station about half a mile away.

description

The flat is sold with the benefit of a 999 year lease and share of the freehold.

accommodation

Studio room with kitchenette: 15'7 x 10'8 (4.74m x 3.26m).
Hallway
Bathroom
Gas fired central heating and double glazing

The current tenant who has rented the flat for the last seven years was paying £320pm has given notice to leave so the property will be sold with vacant possession.



guide price

£35,000 - £40,000

solicitors

O'Neill Patient, 2 Chester House
Chester Road, Stockport
Cheshire SK7 5NT Tel. 0161 483 8555

lot 6

23a cromwell road, hove,
east sussex bn3 3eb

Leasehold rear lower ground floor garden flat in need of refurbishment

situation

Cromwell Road is a pleasant tree lined road within a short walk of Hove mainline railway station.

description

The property comprises a converted flat forming the rear half of the lower ground floor of a substantial Willett built semi-detached building arranged as flats. The flat comes with the benefit of its own entrance down the side and a section of the rear garden.

accommodation

Entrance lobby
Inner Hall
Living room: 20'10 into bay x 14' (6.35m x 4.27m) door onto garden
Bedroom: 12' x 10' (3.66m x 3.05m)
Kitchen: 9'5 x 6'2 (2.87m x 1.88m)
Shower room/WC: 6'2 x 5'9 (1.88m x 1.75m)

Recently installed gas fired central heating.

Lease: 99 years from 24 June 1981.



guide price

£140,000 - £150,000

solicitors

Dean Wilson Laing
96 Church Street, Brighton, East Sussex BN1 1UJ
Fao. Ms G James Tel. 01273 327241

lot 7 _____ 5-7 church street, storrington, west sussex rh20 4la

Freehold commercial/residential investment with further potential for development (STNC)

situation

The property is located within a conservation area down a quiet thoroughfare leading to the Church but just around the corner from the main high street of the thriving village of Storrington.

The village is located at the foot of the South Downs and is within easy reach of the A24 which links it to Worthing and Horsham.

Ground floor, 5-7 Church Street

description

A large and presentable ground floor commercial A1 unit with return frontage visible from the High Street. There is a large open plan 'L' shaped layout with other smaller offices to the side and rear, with a good kitchen/communal room, ladies and gentlemen's toilets, a cellar (170 sq.ft) and an outside patio area.

The total ground floor net office area is 1165 sq.ft (108.3 sq.m).

Garden to rear of 5-7

Church Street description

The garden is accessed via a passageway to the left hand side of No. 5 Church Street. The garden is laid to lawn and bordered by old brick walls and includes a brick store which forms part of a larger structure belonging to the neighbouring building.

planning

A planning application DC/O8/O915 and DC/O8/O918 which proposed erection of 2 single storey 2 bedroom semi-detached bungalows was refused. An appeal was being prepared but was never submitted.

It may be possible (STNC) to re-position the building and re-apply for a detached 2 bedroom bungalow within the garden of No. 5 Church Street.

Approximate size of garden 100' x 45' (30.48m x 13.72m)

7a and b Church Street, Storrington, West Sussex



description

The flats have been partly converted (DC/O7/O21) but do not have building regulations approval. Access is via a communal entrance door at street level.

accommodation of 7a

Stairs to first floor:

Living room: 13'9 x 12'8 (4.19m x 3.86m)

Kitchen: Fully fitted with white Shaker style units, wall mounted Alpha combination boiler.

Bedroom 1: 12'4 x 9'7 (3.76m x 2.92m)

Bedroom 2: 7'8 x 7'4 (2.34m x 2.24m)

Bathroom

accommodation of 7b

Entrance on the first floor into a hallway which leads to the kitchen.

Kitchen: of irregular shape approx. 10'4 x 9'3 (3.15m x 2.84m).

Stairs to second floor:

Living room: 17'2 x 9'6 (5.23m x 2.90m). Dormer windows and skylings.

Landing/Study: 9'1 x 6'9 (2.77m x 2.06m).

Bedroom 1: 13' x 9'3 (3.96m x 2.82m).

Bedroom 2: 9'4 x 10'3 (2.84m x 3.12m)

Bathroom: 7'1 x 7'5 (2.16m x 2.26m)

guide price

To be advised

solicitors

Matthew Arnold & Baldwin, 21 Station Road, Watford, WD17 1HT. Fax. Mr B Ramsey. Tel. 01293 202020

lot 8 _____ wheel house, 11a preston park avenue brighton, east sussex bn1 6hj

Exciting development opportunity for 3 detached houses in a prime residential area

situation

The site is approached down a driveway which runs down the south side of No. 11 Preston Park Avenue. The tree lined road is directly opposite Preston Park and is conveniently positioned for Preston Park mainline railway station and road links in all directions.

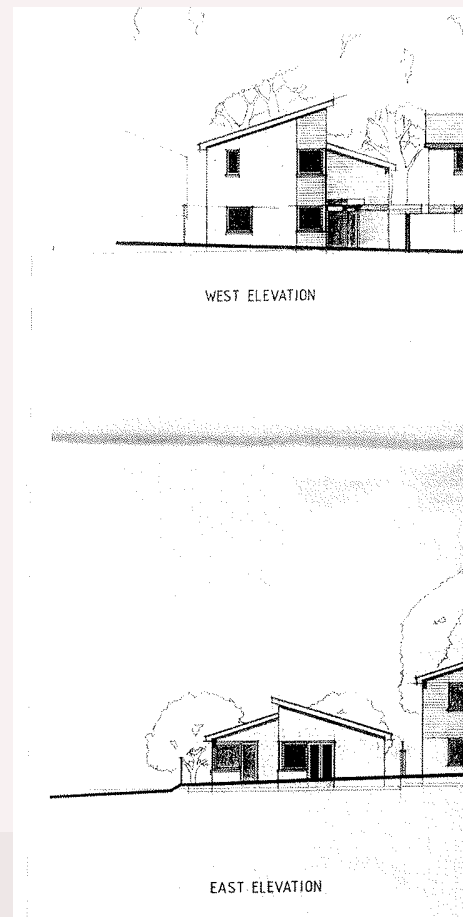
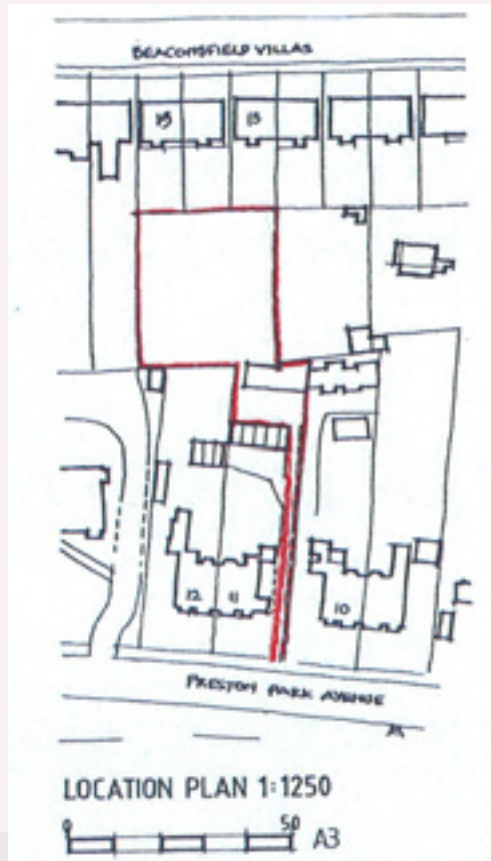


description

The planning consent BH2008/04348 was granted for the demolition of the existing detached post war house to provide access to the very large garden to the rear and north of the property.

The scheme proposes the construction of three contemporary detached houses with good size gardens and one allocated parking space per property.

The suggested GDV of the property is £1.8m.



guide price

£750,000 - £800,000

solicitors

Julie Adams, Dean Wilson Laing
96 Church Street Brighton BN1 1UJ
Fao. Ms J Adams Tel. 01273 327241

lot 9

flat 3, 10 montpelier road,
brighton, east sussex
bn1 2lq

Recently refurbished leasehold ground floor studio
flat let on an AST producing £6300pa

situation

The property is located at the south end of the road moments from the seafront. The comprehensive shopping facilities of Western Road, bars, restaurants and bus services are close to hand.

refurbishment and the accommodation comprises:

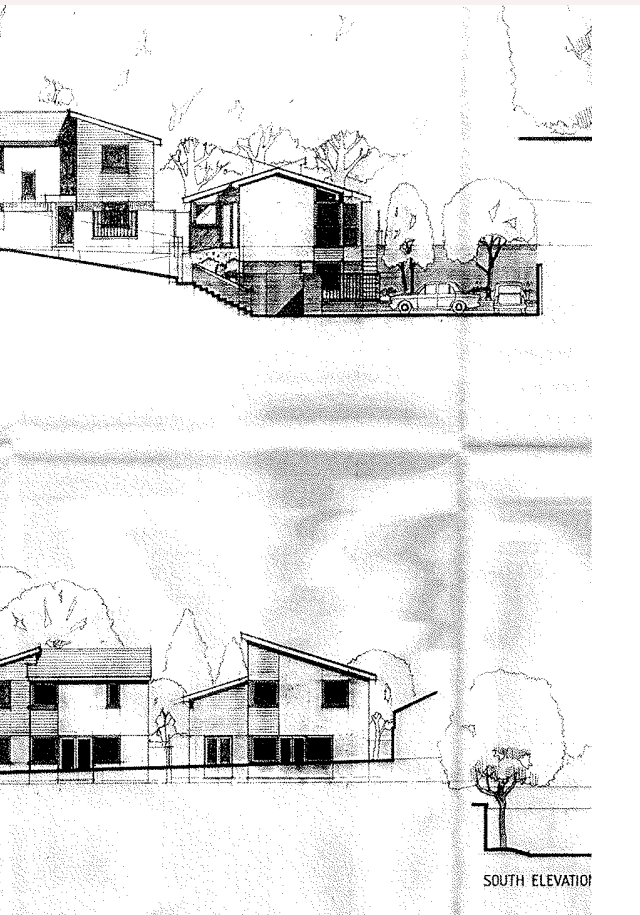
Bedroom/living room
Bathroom
Separate kitchen
Small patio area.

The flat is let on an Assured Shorthold Tenancy at £525pcm.

description

A ground floor studio flat forming part of an older style double fronted building. The flat has recently undergone a

Lease: 99 years from 25.1.1979
Ground rent: £30pa



guide price

£90,000 - £95,000

solicitors

Anderson Longmore & Higham
68 High Street Billingshurst West Sussex RH14 9QR
Fao. Ms S Harris Tel. 01403 782710

for sale _____ by private treaty

The following properties do not form part of the auction but are available to purchase on a regular agency basis. Offers are invited on a 'subject to contract' basis. Any interested parties can call the auction department on 01273 20 19 80 for further details, or to view.

For sale on an auction contract Investment/development opportunity

7 cambridge road, eastbourne, east sussex bn22 7bs

situation

The property forms part of a terrace of identical houses just off Royal Parade seafront road, ideally situated for ease of communication in all directions and close to the shops in Seaside and the town centre.

description

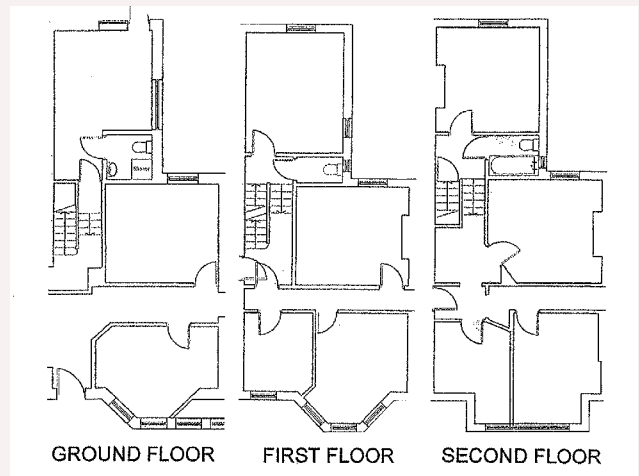
This three-storey red brick bay fronted house would have originally been a house and then for many years was inter-connected with numbers 1 to 13 to form the Cambridge Hotel. It was last used up until 2006 as a hostel.

accommodation

The property could be refurbished and continue to be used as a letting house with the potential for 8/9 letting rooms all with kitchenettes and en-suite shower rooms providing a good rental income.

Alternatively subject to obtaining necessary planning consent the property could be split into studios and 1 bedroom flats or even turned back into a substantial family house.

This property is not included in the auction but will be sold on an auction contract.



price for freehold

guide price £185,000 - £190,000

viewing

By appointment only through Austin Gray Auction and Investment department
01273-201980 (option1)

For immediate sale on an auction contract A newly refurbished high street shop with rear 2 bedroom flat on new lease

62 seaside road, eastbourne, east sussex bn21 3pd

situation

The property is located one road back from Eastbourne Pier and approximately 150 yards east of the principle shopping area of Terminus Road.

accommodation

The whole building has been subject to an extensive refurbishment programme and benefits include re-wiring, new heating systems and plumbing.

Shop

Frontage: 13'9 (4.19m)

Internal width: 13'8 (4.17m)

Internal depth: 37'8 (11.5m)

Ground floor sales: 520 sq.ft (48.33 sq.m)

Basement storage, 3 rooms and WC

Gross storage 402.sq.ft (37.37 sq.m)

Ground floor and rear basement maisonette
Planning permission EH/2008/O453 was granted to convert the rear ground floor and basement shop accommodation into a 2 bedroom flat. A separate street entrance has been created and this provides access via a corridor into the flat.

During the conversion provision by way of the plumbing arrangements, has been made to easily convert this maisonette into 2 x 1 bedroom flats (STNC).

The maisonette comprises

Living room: 23'4 x 12'6 (7.11m x 3.81m). A large bright room with glass atrium roof with door into bedroom 1 and stairs down to kitchen.

Bedroom 1: 14'10 x 8'9 (4.52m x 2.67m).

Kitchen/breakfast room: 15'1 x 13'6 (4.60m x 4.11m).

Tall windows onto a small patio area. Large understairs storage.

Bedroom 2: 13'11 x 8'3 (4.24m x 2.51m).

Wet room with two showers



This property is not included in the auction but will be sold on an auction contract.

NB. This sale does not include the accommodation on first and second floor levels.

price for leasehold

guide price £190,000 - £200,000

viewing

By appointment only through Austin Gray Auction and Investment department
01273-201980 (option1)

For sale

Freehold ground rent investment

pelham court, 1 pelham terrace, brighton east sussex bn2 4fl

description

Developed in 2003/2004 the property comprises 37 flats a commercial unit and 17 car spaces producing a total ground rent income of £2425pa with additional income of £3500 from 7 car spaces. Details set out below:

Private flats

There are 23 private flats sold off on 125 year leases from 2004. The 1 bedroom flats ground rents are: £75/£175/£375/£575/£750 rising every 25 years. There are 7 x 1 bed flats. The 2 bedroom flats ground rents are: £125/£325/£525/£725/£950. There are 16 x 2 bed flats.

Commercial

The following are sold off on separate 125 year leases from 2003 on a peppercorn ground rent.

1. 14 flats are sold off to Moat Housing Association (10 of which are a head lease on the first floor).
2. Commercial unit of ground floor and 10 car spaces.

Car spaces

There are 7 car spaces let on 6 month licences at £500pa (1 vacant as at 29/09/2009). All are let to residential occupiers within the block, although Carpetright plc, the commercial long leaseholders, have expressed interest in taking a lease of the whole.



Total present income:

Ground rent from flats	£2425pa
Rental income from 7 car spaces @ £500pa (1 currently vacant)	£3500pa
Total gross income	£5925pa

price for freehold

offers invited

(Subject to sec5a notices being served under the Landlord and Tenant Act 1987) - Landlord manages and insures

All enquiries to Stewart Gray FRICS
01273 201988 – stewartgray@austingray.co.uk

For sale

Freehold ground rent investment arranged as eight flats of varying lease lengths (summary below) producing initially £835 per annum.

40 clarendon villas, hove,
east sussex bn3 3ra

flat	lease	ground rent p a
1	99 yrs from : 25th December 1979	£60, £70, £80 rising every 33 years
2	Expiring 24 December 2104	£120, £180, £240, £300 Rising every 25 years
3	99 yrs from : 25th December 1979	£60, £70, £80 Rising every 33 years
4	99 yrs from : 25th December 1979	£60, 70, £80 Rising every 33 years
5	Expiring 24 December 2104	£120, £180, £240, £300 Rising very 25 years
6	99 yrs from : 25th December 1979	£75, 150, £300 Rising every 33 years
7	99 yrs from : 25th December 1979	£100, £220, £340, £480 Rising every 25 years
8	Expiring 24 December 2104	£120, £180, £240, £300 Rising very 25 years



enquiries to: Rupert Greenlees
01273 20 1985 rupertgreenlees@austingray.co.uk

price for freehold offers invited Subject to serving section 5a notices

For sale

Freehold ground rent investment arranged as four flats with 71 year lease lengths (summary below) producing initially £210 per annum.

46 selborne road, Ilford,
essex st13 5pl

flat	lease	ground rent p a
A	99 yrs from : 1st January 1982	£60, £120, £240 rising every 33 years
B	99 yrs from : 1st January 1982	£50, £100, £200 Rising every 33 years
C	99 yrs from : 1st January 1982	£50, £100, £200 Rising every 33 years
D	99 yrs from : 1st January 1982	£50, £100, £200 Rising every 33 years



price for freehold

offers invited
Subject to serving section 5a notices

enquiries to: Rupert Greenlees
01273 20 1985 rupertgreenlees@austingray.co.uk

middle street
£300-£315 pcm



selection of non-self contained bedsits on various floors, in city centre location, rent includes council tax and water rates available various dates

regency square
£300-£385 pcm



selection of non-self contained bedsits on various floors, in city centre, rent includes c tax, water rates, heat and h water available various dates

broad street
£390 pcm



non self-contained lg studio flat in kemp town, shared bathrm and wc off comm hall, rent includes c tax and water rates, available immediately

burlington street
£412 pcm



non-self contained studio flat with shower in kemp town, shared wc off comm hall, rent includes c tax and water rates available late october

montpellier street
£412 pcm



ground floor studio flat situated near western road, communal bathroom and wc, rent includes c tax and water rates available immediately

high croft villas
£500 pcm



tf studio flat in pop residential location, good sized studio room with open-plan kitchen and washing machine available mid december

wilbury avenue
£550 pcm



studio flat in purpose built block of cornwall court in hove, access to a small balcony and plenty of storage available immediately

millers road
£550 pcm



raised ground floor one double bedroom flat giving easy access to a23 and preston park station available early december

wentworth street
£600 pcm



newly decorated ground floor one double bedroom furnished flat in central kemp town, close to seafront available early november

granville road
£650 pcm



first floor recently redecorated one double bedroom flat in seven dials, close to local amenities and brighton station available immediately

- middle street
- regency square
- broad street
- burlington street
- montpellier street
- vernon terrace
- highcroft villas
- denmark terrace
- sackville road
- goldsmid road
- portland road
- brunswick terrace
- chapel mews

- selection of bedsits in city centre location, rent includes council tax and water rates, available various dates
- selection of bedsits in city centre location, rent includes council tax and water rates, available various dates
- non-self contained studio flat in kemp town, rent includes council tax and water rates, available immediately
- non-self contained studio flat in kemp town, rent includes council tax and water rates, available early october
- ground floor studio flat with communal bathroom and wc, rent includes council tax and water rates, available immediately
- newly refurbished lower ground floor studio flat close to seven dials and brighton mainline station, available immediately
- top floor studio flat in popular residential location, open-plan kitchen area, built in wardrobes, available mid january
- good sized self-contained studio flat in seven dials close to western road and the city centre, available late November
- newly refurbished ground floor studio flat with separate kitchen including washing machine, available late november
- large lower ground floor one double bedroom flat with rear courtyard in hove location, available immediately
- recently re-decorated first floor two double bedroom flat, rent includes council tax and water rates, available immediately
- first floor one double bedroom flat with direct sea views, floor to ceiling windows, access to a balcony, available late november
- two double bedroom mews apartment with large roof terrace, close to hove seafront, available immediatley

- £300-£315 pcm
- £300-£385 pcm
- £390 pcm
- £412 pcm
- £412 pcm
- £495 pcm
- £500 pcm
- £500 pcm
- £525 pcm
- £750 pcm
- £750 pcm
- £950 pcm
- £1100 pcm

landlords, properties needed for waiting applicants!

rugby place
£735 pcm



two double bed upper maids in brighton with own street entrance, bathrm with shower attachment, separate wc. available immediately

portland road
£750 pcm



recently re-decorated first floor two double bed flat above commercial premises in hove, rent inclc c tax and water rates available immediately

park gate
£800 pcm



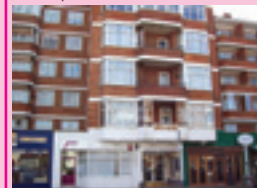
furnished two double bedroom purpose built flat in sommerhill road, close to seven dials and western road available immediately

vernon terrace
£850 pcm



third floor spacious two double bedroom furnished flat in s dials location, close to brighton station and centre available early november

hove street
£900 pcm



two/three double bedroom purpose built flat in hove manor, in central hove location, close to the seafront. available immediately

the drive
£925 pcm



two double bedroom pb flat in eaton manor, rent includes heating and hot water **no agency fees** available immediately

middle road
£985 pcm



three double bed terraced house in preston village mews giving easy access to a23, master bedroom with en-suite. available immediately

whitethorn drive
£1100 pcm



good sized three double bed detached family home with garage and large rear garden in residential area of withdean available late november

the drive
£1100 pcm



third floor three double bedroom pb flat in eaton manor, rent inc heat/hot water, **no agency fees** available early/mid november

walpole terrace
£1150 pcm



three double bed upper maisonette in kemp town, open-plan lounge/kitchen, bathroom + further shower rm available immediately

austin gray

general auction conditions of sale

introduction

The common auction conditions have three main sections:

1. glossary

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

2. the conduct of the auction

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

3. conditions of sale

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

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

The conditions are legally binding.

important notice

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether VAT registration and election is advisable.

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

1. glossary

In the conditions wherever it makes sense:

- Singular words can be read as plurals, and plurals as singular words
- A 'person' includes a corporate body
- Words of one gender include the other genders
- 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)

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 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 9.3:

- (a) the date specified in the special conditions, or
- (b) if no date is specified, 28 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 has signed up to the Banking Code or Business Banking Code 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) a Saturday or a Sunday (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

buyer

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

catalogue

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

completion

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

conditions

This glossary, the conditions for the conduct of the auction, the general conditions, any extra conditions and the special conditions.

contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

contract date

The date of the auction or, if the lot is not sold at the auction:

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

documents

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

financial charge

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

extra conditions

Any additions to or variations of the conditions that are of general application to all lots.

general conditions

The conditions so headed.

interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank Plc.

lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy.

old arrears

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

particulars

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

practitioner

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

price

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

ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge 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 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

The conditions so headed that relate to the lot.

tenancies

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

tenancy schedule

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

transfer

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 election

An election to waive exemption from VAT in respect of the lot.

we (and us and our)

The auctioneers.

you (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

2. the conduct of the auction

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

our role

As agents for each seller we have authority to:

- Prepare the catalogue from information supplied by or on behalf of each seller
- Offer each lot for sale
- Sell each lot
- Receive and hold deposits
- Sign each sale memorandum

- Treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by the conditions.

Our decision on the conduct of the auction is final. We may cancel the auction, withdraw lots from sale, or alter the order in which lots are offered for sale. We may also combine or divide lots. You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

bidding and reserve prices

We may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it, and our decision is final. Unless stated otherwise each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

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.

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

the particulars and other information

We have taken reasonable care to prepare particulars that correctly describe each lot. However the particulars are based on information supplied by or on behalf of the seller and we are not responsible for errors. You need to check that the information in the particulars is correct.

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.

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

If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

the contract

A successful bid is one we accept as such. If you make a successful bid for a lot you are obliged to buy that lot on the terms of the sale memorandum. The price will be the amount you bid plus VAT (if applicable). You must before leaving the auction:

- Provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity that complies with money laundering regulations)
- Sign the completed sale memorandum and
- Pay the deposit

and if you do not we may either:

- As agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- Sign the sale memorandum on your behalf.

Deposits must be paid by cheque or by bankers' draft drawn in our favour on a UK clearing bank or building society. The catalogue states whether we also accept cash, or debit or credit cards. We may retain the sale memorandum signed by or on behalf of the seller until we receive the deposit in cleared funds.

If you make a successful bid for a lot:

- You are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from the person

- for whom you are the agent
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot
- If the buyer does not comply with its obligations under the contract you are personally liable to buy the lot and must indemnify the seller in respect of any loss the seller incurs as a result of the Buyer's default.

extra auction conduct conditions

Despite any special condition to the contrary the minimum deposit we accept is £1250 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

3. general conditions

The general conditions apply except to the extent that they are varied by extra conditions, the special conditions or by an addendum.

1. the lot

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

and where any such matter would expose the seller to liability the buyer is to comply with it and indemnify the seller against liability.

- 1.4. The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- 1.5 The lot does not include any tenant's or trade fixtures or fittings.
- 1.6 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.7 The buyer buys with full knowledge of:
 - (a) the documents whether or not the buyer has read them
 - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.8 The buyer is not 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 catalogue (or the total price, if this is less than that minimum) and
 - (b) 10% of the price exclusive of VAT.
- 2.2 The deposit:
 - (a) must be paid to the auctioneers by cheque or banker's draft drawn on a UK clearing bank or building society (or any such other means of payment as they accept)

- (B) IS TO BE HELD AS AGENT FOR THE SELLER UNLESS THE SPECIAL CONDITIONS PROVIDE THAT IT IS TO BE HELD AS STAKEHOLDER.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it and any interest on it to the seller on completion or, if completion does not take place, to the person entitled to it under the conditions.
- 2.4 If a cheque for the deposit is not cleared on first presentation the seller is entitled to treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the conditions provide otherwise.

3. Between contract and completion

- 3.1 Unless the special conditions state otherwise, 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;
- 3.2 No damage to or destruction of the lot or any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to compete.
- 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 general condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter following the contract date.
- 4.2 The buyer may raise no requisition or objection to any documents made available before the auction but in relation to any of the documents that is not available before the auction the following provisions apply:
 - (a) if the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and of all documents noted on the register that affect the lot
 - (b) if the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the buyer the original or an examined copy of every relevant document
 - (c) the buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
 - (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 set out in 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. COMPLETION IS 28 DAYS FROM THE DATE OF THE AUCTION UNLESS VARIED.
- 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 AGENT FOR THE VENDOR.
- 6.4 Unless the seller and the buyer otherwise agree completion takes place when both have complied with their obligations under the contract and the total payment is unconditionally received in the seller's conveyancer's client account.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.

7. notice to complete

- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within 10 business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has,
- (a) rescind the contract
 - (b) claim the deposit and any interest on it if held by THE AGENT FOR THE VENDOR
 - (c) forfeit the deposit and any interest on it

- (d) re-sell 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) rescind 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

- 8.1 If the contract is rescinded or otherwise 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
 - (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 general condition 7.3.

9. landlord's licence

- 9.1 Where the lot is leasehold land and licence to assign is required this condition applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.
- 9.3 The agreed completion date is to be not earlier than the date five business days after the seller has given notice to the buyer that the licence has been obtained.
- 9.4 The seller must:
- (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) by notice to the other rescind the contract at any time before licence is obtained. Rescission is without prejudice to the claims of either seller or buyer for breach of this condition 9.

10. interest and apportionments

- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 The seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (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.

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 a period of less than a year accrues at an equal daily rate during the period to which it relates
 - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to the best estimate then available and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known
 - (d) rent payable in arrears for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

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 Parts 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:
- so state; or
 - give no details of any arrears.
- 11.8 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, distrain or forfeit the tenancy
 - pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment)
 - on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require
 - if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order
 - not release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to this condition 11.
- 11.9 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 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 Unless set out in the special conditions the seller must consult the buyer on all management issues that would affect the buyer after completion, such as an application for licence or a rent review under a tenancy, a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy, or a new tenancy or agreement to grant a new tenancy and:
- the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability
 - if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends and
 - the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

13. rent deposits

- 13.1 This condition applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this

condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.

- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- 13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- observe and perform the seller's covenants and conditions in the rent deed and indemnify the seller in respect of any breach
 - give notice of assignment to the tenant and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.

14.VAT

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

15. transfer as a going concern

- 15.1 Where the special conditions so state the seller and the buyer intend the sale to be treated as a transfer of a going concern and this condition applies.
- 15.2 The seller confirms that the seller or a company in the same VAT group:
- is registered for VAT either in the seller's name or as a member of the same VAT group; and
 - has, where necessary, made in relation to the lot, a VAT election that remains valid and will not be revoked before completion.
- 15.3 The buyer:
- is registered for VAT, either in the buyer's name or as a member of a VAT group
 - has made, or will make before completion, a VAT election in relation to the lot and will not revoke it before or within three months after completion;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the lot as a nominee for another person. and if it does not produce the relevant evidence at least two business days before the agreed completion date, general condition 14.1 applies at completion.
- 15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- of the buyer's VAT registration;
 - that the buyer has made a VAT option; and
 - 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.
- 15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot and
 - the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due and
 - if VAT is payable because the buyer has not complied with this condition 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

16. capital allowances

- 16.1 This condition applies where the special conditions state that there are capital allowances available in respect of the lot.
- 16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition, and
 - (b) to submit the value specified in the special conditions to HM Revenue & Customs for the purposes of their respective capital allowance computations.

17. maintenance agreements

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

18. landlord and Tenant Act 1987

- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the special conditions state otherwise the seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

19. sale by practitioner

- 19.1 This condition applies where the sale is by a practitioner as agent of the seller.
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 The practitioner and the practitioner's partners and staff have no personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding the personal liability of the practitioner and of the practitioner's partners and staff.
- 19.4 The lot is sold:
- (a) in its condition at completion
 - (b) whether or not vacant possession is provided
 - (c) for such title as the seller may have and
 - (d) with no title guarantee
- and the buyer has no right to rescind the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the documents must include certified copies of the charge under which the practitioner is appointed, the document of appointment by the lender and the practitioner's acceptance of appointment, and
 - (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 Unless the special conditions state that TUPE applies then the seller warrants that there are no employees whose contracts of employment will transfer to the buyer on completion.
- 20.2 If the special conditions state that TUPE applies then:
- (a) the seller has informed the buyer of those employees whose contracts of employment will transfer to the buyer on completion. 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 the those employees after completion.

21. environmental

- 21.1 This condition only applies where the special conditions so provide.
- 21.2 The seller has made available such reports as the seller has as

to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.

- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

22. service charge

- 22.1 This condition applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (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.
- and in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay any incurred in respect of the period before actual completion date and the buyer must pay any incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- 22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure:
- (a) the seller must assign 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 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.
- 23.4 The seller must:
- (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 which relates to the seller's period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

24. tenancy renewals

- 24.1 This condition applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- 24.4 Following completion the buyer must:
- (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.
 - (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
 - (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 on completion:
- (a) hold the warranty on trust for the buyer
 - (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 it:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count);
 - (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.

sale
memorandum

Date.
The lot.

seller

Name.
Address.

sellers
conveyancer

Company.
Contact.
Address.

buyer

Name.
Address.

buyers
conveyancer

Company.
Contact.
Address.

The price (excl. any VAT) £
Deposit paid £
Balance due on completion £

The seller agrees to sell and the buyer agrees to buy the lot for the price. This agreement is subject to the conditions so far as they apply to the lot. We acknowledge receipt of the deposit.

Signed by the buyer

Signed by Austin Gray
on behalf of the seller

The completion date will be 28 days after exchange of contracts unless otherwise stated in the Special Conditions of Sale.

auction bidders registration form _____

It is now necessary for buyers to register in order to bid at our auctions.
Please complete the following form and either:

a) Visit the offices of Austin Gray at 37 Vernon Terrace, Brighton prior to the auction

or

b) Attend the auction room one hour before the auction

You will need to bring the completed form **and TWO FORMS OF IDENTIFICATION** which will be copied and kept on file. Acceptable forms of identification are (a) valid **driving licence** or **valid passport** (proof of identity) and (b) a **utility bill/bank/building society statement/mortgage statement**. Other forms of identification may be refused.

bidders name/s			
address			
email			
tel home	work	mobile	
conveyancers			
signature			
Date			
I.D.provided			

Please note that if you are successful in purchasing a lot you will have to pay the auctioneer's contract documentation fee of £300 + VAT under a separate cheque made payable to Austin Gray.

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Consultants and
Management Ltd



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**NORWICH
UNION**
an AVIVA company

notice to all bidders

1. The attention of prospective bidders is drawn to the General and Special Conditions of Sale relating to the properties. Special Conditions are available on request.
2. Prospective bidders shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant authorities and bodies.
3. The successful bidder is under a binding contract as soon as the auctioneer's hammer falls on his/her bid. Immediately thereafter the buyer is required to hand to the auctioneer's clerk a note of his/her name and address and that of his/her solicitors and to sign a memorandum of contract and to pay the required deposit before leaving the auction room.
4. If a person attending the sale intends to bid on behalf of another person or company, he/she shall, before the sale commences, hand to the auctioneer a note of the name and address of that person or company, failing which the auctioneer shall be entitled, at any time prior to the completion, to take the bidder as the contractual buyer whether or not the auction contract was signed for or on behalf of some other person or company.
5. The auctioneers reserve the right to hold the memorandum of contract by them on behalf of the seller until a buyers cheque for the deposit has been cleared.
6. Any amendments to the details within the catalogue will be shown on an addendum sheet prior to the auction.
7. The particulars are intended to give outline descriptions of the properties and their accuracy is not guaranteed. Neither the auctioneers nor their employees either seek to give any warranties as to condition or size or any other matter or have any authority to give such warranties on behalf of the vendors.
8. Buyers must satisfy themselves on all matters by their own inspections.
9. Services and appliances have not been tested by Austin Gray (or any joint agent), and therefore prospective bidders should obtain their own verification as to condition / working order.
10. There is an administration fee applicable of £300+ VAT per lot and this must be paid separately to the 10% deposit at the time of signing the contract.
11. Each lot is sold subject to the Common Auction Conditions drawn up by the Royal Institution of Chartered Surveyors (Edition 3 - September 2009), shown at the back of this catalogue.
12. Bidders are also required to register. Registration commences one hour prior to the start of the sale. If you do not have a registration form, please contact the auction department as soon as possible.

money laundering regulations

1. We must take and keep for our records, a photocopy of two approved forms of identification for each bidder and buyer. A valid passport or valid photo driving licence and a utility bill showing your current address, comply with requirements. Failure to provide satisfactory identification could delay your purchase.

deposit

1. The minimum deposit to pay for an auction lot is £1250.
2. We do not accept credit cards.

legal documentation

1. The legal documentation has been supplied by the sellers conveyancer, or the seller. If the package received is incomplete it will mean that any outstanding paperwork will be sent on as soon as it is received by this office. Any enquiries should be directed to the auctioneers office in the first instance.
2. Photocopies of documents are provided and therefore if any part of it is unclear then please advise accordingly immediately.
3. Photocopies of plans and drawings may well have been reduced in size and therefore if you wish to see the original documents it is advisable to make an appointment to come to the auctioneers office.
4. All legal documentation we have received to date will be enclosed in your legal pack, however supplementary information and documentation may well be forthcoming between now and the date of the auction. It is your responsibility to ensure that you have made full legal enquiries and taken your solicitors advice on all matters prior to bidding.
5. The legal documents may be subject to changes and if this should occur these will be announced on the auction day on our addendum sheet. Please take care to read this on the day as this may affect your bidding on a particular property. The addendum sheet will form part of the contract.
6. A copying charge of £10.00 inclusive of VAT will be payable for each set of legal paperwork.

telephone bidding

1. We strongly advise you to attend the auction if possible. Telephone lines are limited and we use a first come, first served basis. If you cannot attend the auction but would like to bid please contact our offices as soon as possible.
2. We must have cleared funds in place prior to auction and will not accept bids if funds are not in place. We require either a personal cheque, building society cheque or a bankers draft.
3. One of our staff will then telephone you as the specific lot is offered in 'the room'. In the event that telephone contact is not established or breaks down Austin Gray cannot be held responsible.
4. If a telephone bidder is successful, the auctioneer will sign the contract on the buyer's behalf. A binding contract will be made upon the fall of the gavel.
5. It should be noted that unlike some auctioneers, Austin Gray will not bid on a buyers behalf up to a given limit. The only way that we will accept bids from interested parties who cannot attend 'the room' is on the above telephone bidding basis.

viewings

1. We have arranged block viewings for each of the lots. We will arrive promptly at the allotted time and if nobody shows up we will leave after 10 minutes. All viewings are to be strictly accompanied by a representative of Austin Gray at the set times as stated in our viewing sheet.
2. Please contact our offices for details of viewing times. Please note that the auction department is open for enquiries between 9.00am and 6.00pm, Monday to Friday. We regret that enquiries cannot be answered at weekends.

pre-auction offers

1. Offers will only be considered if the lot has been viewed and the legal pack has been inspected. Pre-auction bids are on the basis of an immediate exchange of auction contracts upon acceptance by the vendor, with the buyer providing a full 10% deposit and payment of the administration fee.
2. Please check the availability of a lot to avoid wasted time and expense.

