

**AUCTION
HOUSE**

robinson  hall

Thursday

8th October 2020

2.30pm

Livestream Online Auction



LIVESTREAM ONLINE AUCTION

Thursday 8th October 2020 - 2.30pm

IMPORTANT NOTICE

Our October property auction will be conducted by
Livestream Online Auction.

Under the current restrictions, we are unable to invite bidders to attend our property auction in person. Instead we shall be conducting the auction by Livestream Auction. Buyers will be able to bid Live Online, By Proxy or By Telephone.

As auctioneer, I will conduct the bidding in the usual manner. You will be able to watch the bidding live online, exactly as you would watch a live in-room auction in the saleroom. You will be able to compete for properties by bidding electronically. The Live Online bidding process is extremely easy. When you wish to bid, simply press the "BID" button and wait for your bid to be accepted by the auctioneer. If your bid is beaten by another bidder, then you can bid again. Once the bidding is concluded, I will drop my hammer (my gavel) in the normal way, creating a binding contract between the seller and the last bidder.

As a bidder, you will need to register with us in advance of the auction, provide formal identification and leave a deposit of £5,000 (this will be returned to you if you are unsuccessful at the auction).

The registration form is available in the legal pack for each property. Legal packs are available through our website at auctionhouse.co.uk/robinsonandhall. Please complete the form and email to us at robinsonandhall@auctionhouse.co.uk, at least two days in advance of the auction date.

Once your registration is complete, you will be sent a weblink and passcode for use on the bidding platform on the auction day.

If you wish to bid By Proxy or By Telephone, then you still need to register using the same form, but please tick the Proxy or Telephone boxes as appropriate.

Good luck in our October Livestream Auction.

(We accept Visa Business Debit and UK Consumer Debit Cards only.
Refunds on other cards will be subject to deductions for Card Charges incurred by the Auctioneers)

ORDER OF SALE

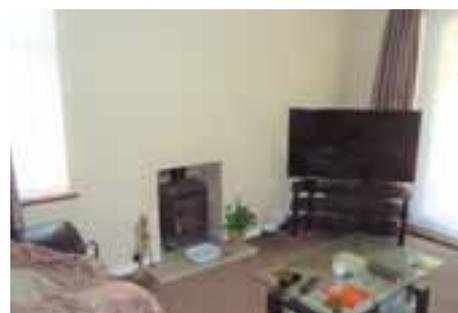
Thursday 8th October 2020 2.30pm

Livestream Online Auction

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	27 Park Road North, Bedford, Bedfordshire	£200,000+	Residential
2	40 Sandy Road, Willington, Bedford, Bedfordshire	£270,000+	Residential for Improvement
3	Flat C, 74 Cromwell Road, Luton, Bedfordshire	£60,000+	Residential for Improvement
4	15 Market Square, Buckingham, Buckinghamshire	£150,000+	Commercial
5	3 Brook Lane, Harrold, Bedfordshire	£130,000+	Residential for Improvement
6	Plot 1, Land on the East Side of The Causeway, Clophill, Bedfordshire	SOLD PRIOR	Plots/Building Land
7	1 Brook Lane, Harrold, Bedfordshire	£130,000+	Residential for Improvement
8	Plot 2, Land on the East Side of The Causeway, Clophill, Bedfordshire	SOLD PRIOR	Plots/Building Land
9	106 High Street, Harrold, Bedfordshire	£110,000+	Residential for Improvement
10	41 Conduit Road, Bedford, Bedfordshire	£340,000+	Residential Investment
11	Flat 3 Charlotte Court, 33 Cardigan Street, Luton, Bedfordshire	£90,000+	Residential Investment
12	15 Harrold Road, Lavendon, Olney, Buckinghamshire	£160,000+	Residential
13	Plot 1, Land off Warren Lane, Clophill, Bedfordshire	£84,000+	Agricultural/Amenity Land
14	2 Sunnyside, Wycombe Road, Stokenchurch, Buckinghamshire	£150,000+	Residential for Improvement
15	Plot 2, Land off Warren Lane, Clophill, Bedfordshire	£84,000+	Agricultural/Amenity Land
16	Flat 10, The Forge, Vicarage Hill, Flitwick, Bedfordshire	£110,000+	Residential
17	Plot 3, Land off Warren Lane, Clophill, Bedfordshire	£84,000+	Agricultural/Amenity Land
18	1 St Michaels Road, Bedford, Bedfordshire	£360,000+	Residential Investment
19	296-298 Dunstable Road, Luton, Bedfordshire	£700,000+	Residential Investment
20	14 Monument Court, Woolners Way, Stevenage, Hertfordshire	£160,000+	Residential
21	Land and Stables to the South of Court Lane, Silver Street, Stevington, Bedfordshire	£140,000+	Agricultural/Amenity Land
22	Building Plot to the Rear of, 22 Kimbolton Avenue, Bedford, Bedfordshire	£100,000+	Plots/Building Land
23	Land to the West of Bicester Road, Ludgershall, Aylesbury, Buckinghamshire	£70,000+	Agricultural/Amenity Land
24	57 London Road, Luton, Bedfordshire	£350,000+	Residential for Improvement
25	Suite G16 London Park House, 146-158 Park Street, Luton, Bedfordshire	£50,000+	Residential Investment
26	Suite G17 London Park House, 146-158 Park Street, Luton, Bedfordshire	£50,000+	Residential Investment
27	43 Farley Lodge, Ruthin Close, Luton, Bedfordshire	£40,000+	Residential for Improvement
28	Oakley Arms, 98 High Street, Harrold, Bedfordshire	£220,000+	Commercial
29	5 Iveldale Drive, Shefford, Bedfordshire	£300,000+	Residential for Improvement
30	Land at Wellsfield, High Street, Blunham, Bedfordshire	£40,000+	Agricultural/Amenity Land
31	7 Town Bridge Court, Chesham, Buckinghamshire	£80,000+	Residential
32	Temple Chambers, 68 - 72 Stuart Street, Luton, Bedfordshire	£700,000+	Residential Investment
33	54 & 54a Market Square, St. Neots, Cambridgeshire	£210,000+	Commercial Investment
34	The Old Store, Hitchin Road, Luton, Bedfordshire	£100,000+	Redevelopment

*Description on Auction Information page

27 Park Road North, Bedford, Bedfordshire MK41 7RH

*GUIDE PRICE **£200,000+** (plus fees)

A detached bungalow that offers excellent scope to enlarge and improve, well located within a sought after road.

Located close to the town centre this detached bungalow stands within a generous plot with a garden at the front, a driveway providing off road parking to the side and a large enclosed rear garden. The property offers excellent potential to enlarge or possibly to create first floor accommodation, subject to any necessary local authority consents. The property is currently let providing a rental income of £10,800 pa.

Accommodation:

Entrance hall, sitting room with French doors to the rear garden, kitchen looking to the rear garden, bathroom, two even sized and well proportioned bedrooms facing the front, plus a third bedroom/study.

Outside:

A brick wall forms the front boundary with a small front garden and a driveway at the side which provides parking for a car. A pathway leads to the main entrance which is at the side of the building and at the rear is a good sized established garden with patio area, lawn and a number of mature shrubs.

Tenancy:

The property is currently let under an Assured Shorthold Tenancy agreement generating £10,800 pa.

Open House Viewings – Strictly by Appointment Only– Please phone to be allocated a timeslot within one of the following windows:

Sat 26 Sep 15:15 – 16:45

Partner Agent:



Tenure: Freehold

Local Authority: Bedford Borough Council – 01234 267422

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth – christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Residential for improvement

2

40 Sandy Road, Willington, Bedford, Bedfordshire MK44 3QS

*GUIDE PRICE **£270,000+** (plus fees)



Set within the well regarded village of Willington is this three bedroom detached property which requires refurbishment is currently going through a planning application to add a fourth en-suite master bedroom and garage.

Requiring refurbishment and offering excellent scope to enlarge further, this bay fronted detached three bedroom house is well located in the village of Willington, Bedfordshire. The property is approached via a driveway with parking to the front and side of the house and access to the rear garden, overall the plot size is approximately a quarter of an acre. A planning application has been made to the local authority, application number PP-08999312v1, to extend the property and add a fourth en-suite master bedroom and garage.

Ground Floor Accommodation:

Entrance hall, sitting room, kitchen/dining room, shower room, WC and sun room.

First Floor Accommodation:

Landing with loft access, master bedroom, two further bedrooms and family bathroom.

Tenure: Freehold

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Palmers Solicitors LLP, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 21161 Ref: Yagnesh Shah - yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating E

Outside:

At the front and side is an area of hard-standing allowing parking, a pathway to the front door, at the side is a gated entrance to the expansive rear garden which has fenced boundaries and a storage outbuilding.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep 10:45 - 11:15

Sat 26 Sep 11:15 - 11:45

Wed 30 Sep 10:45 - 11:15

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Residential for improvement

3

Flat C, 74 Cromwell Road, Luton, Bedfordshire LU3 1DN

*GUIDE PRICE **£60,000+** (plus fees)



A one bedroom ground floor/basement flat close to Luton town centre with a communal garden.

Well located only 0.7 miles from Luton town centre and station this apartment has its own entrance at the side of the property and comprises of a sitting/dining/kitchen room, bedroom and shower room to be sold with vacant possession. The property also has access to a communal garden area.

Accommodation:

Sitting/dining/kitchen room, bedroom and shower room.

Outside:

A communal garden.

Lease:

125 Years from 25th April 2008 (113 years remaining).

Ground Rent:

TBA

Tenure: Leasehold

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Premier Solicitors, 11 Lurke Street, Bedford, Bedfordshire MK40 3HZ. Tel: 01234 358080 Ref:

Energy Performance Rating (EPC): Current Rating D

Service Charge:

TBA

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 10:00 - 10:30

Sat 26 Sep: 10:00 - 10:30

Thu 1 Oct: 10:00 - 10:30

Partner Agent:



Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

15 Market Square, Buckingham, Buckinghamshire MK18 1NW

*GUIDE PRICE **£150,000+** (plus fees)

Located within the heart of this picturesque market town, this attractive Georgian building offers accommodation over four floors and benefits from A1 business use plus the potential to convert to all or part residential use.

Prominently located within the busy Market Square the premises previously traded as a hair salon with treatment rooms on both the ground and first floors. There are additional rooms on the second floor, a large basement and a small yard at the rear. The building offers the potential to convert it all or partially to residential use subject to the necessary local authority consents.

Ground Floor Accommodation:

Retail space, kitchen and WC.

First Floor Accommodation:

Secondary retail space and a kitchen.

Second Floor Accommodation:

Two rooms plus a kitchen and a shower room fitted with a shower, hand basin and a toilet.

Tenure: Freehold

Local Authority: Buckinghamshire County Council: 01296 395 000

Solicitors: Macintyre Law, 82-84 High Street, Stony Stratford, Milton Keynes, MK11 1AH. Tel: 01908 410844 Ref: Simon Stone - simon@macintyrelaw.co.uk

Viewing: Open days scheduled for .

Energy Performance Rating (EPC): Current Rating D

Basement:

A sizeable basement with good headroom and timber shelving.

Outside:

A small yard enclosed by neighbouring buildings.

Listing:

The property is Grade II listed. Listing Number: 1201397

VAT:

VAT is payable.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Thu 24 Sep: 13:30 - 14:00

Sat 26 Sep: 12:45 - 13:15

Tue 29 Sep: 13:30 - 14:00

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Residential for improvement

5

3 Brook Lane, Harrold, Bedfordshire MK43 7BW

*GUIDE PRICE **£130,000+** (plus fees)



An attractive period cottage set in the picturesque village of Harrold which could be enlarged subject to local authority consents.

This two bedroom character cottage is well located in the centre of the picturesque village of Harrold. To the rear of the property is a pretty walled courtyard with an abundance of planting and there is also a brick built store. Linked to one side of the property is a sizeable covered storage area with a timber clad storage room above which could possibly be converted into two storey living space, subject to necessary local authority consents. The property is currently let under an Assured Shorthold Tenancy agreement generating £580 pcm.

Ground Floor Accommodation:

Entrance hall, sitting room, kitchen and shower room.

First Floor Accommodation:

Landing, master and second bedroom.

Outside:

The property fronts onto Brook Lane and to the rear is paved and walled courtyard and brick store with a covered area to the side of the property with a timber clad storage area with tiled roof above forming part of the building.

Rental income:

The property is currently let under an Assured Shorthold Tenancy agreement generating £650 pcm.

Open House Viewings - Strictly by Appointment Only - Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 13:45 - 14:30

Sat 26 Sep: 13:45 - 14:30

Wed 30 Sep: 13:45 - 14:30

Partner Agent:



Tenure: Freehold

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth - christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Plots/Building Land

Plot 1, Land on the East Side of The Causeway, Clophill, Bedfordshire MK45 4BA

*GUIDE PRICE

£15,000+ (plus fees)

A level parcel of land measuring over two acres with direct road access to the highway and a timber building.

Located just outside the village centre on a minor road which links the High Street and the A507, this level 'L' shaped paddock has a steel field gate to the road, a hedge along the roadside boundary and a timber barn. A mains water supply from Anglian Water was previously connected, this has since been disconnected however the pipes and tap are still in situ.



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Palmers Solicitors, Hassett House, Hassett Street, Bedford, Bedfordshire MK40 1HA. Tel: 01234 211161

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Property Types for Auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route. Check through the list below, and if you find a match, then give Auction House a call.



Properties for Improvement



Mixed Use Properties



Tenanted Properties



Commercial Investments



Residential Investments



Unique Properties



Development Propositions



Amenity Land and Other Property



Building Land

01234 362899 / 01280 818907

robinsonandhall@auctionhouse.co.uk

Residential for improvement

7

1 Brook Lane, Harrold, Bedfordshire MK43 7BW

*GUIDE PRICE **£130,000+** (plus fees)



A two bedroom character cottage requiring modernisation located in the centre of the picturesque village of Harrold.

This two bedroom character cottage requires modernisation and has scope to extend further into the attached brick built and tiled barn. Provision has also been made to provide a larger garden area for the property.

Accommodation Main House:

Ground Floor: Sitting/dining room and kitchen. First Floor: Master bedroom, second bedroom and bathroom.

Attached brick building:

Ground and first floor currently used for storage.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 12:45 - 13:30

Sat 26 Sep: 12:45 - 13:30

Wed 30 Sep: 12:45 - 13:30

Partner Agent:



Tenure: Freehold upon completion of sale.

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth - christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Plots/Building Land

Plot 2, Land on the East Side of The Causeway, Clophill, Bedfordshire MK45 4BA

***GUIDE PRICE**

£15,000+ plus fees

Measuring approximately two and a quarter acres, a rectangular parcel of land with gated road access and a timber stable/field shelter.

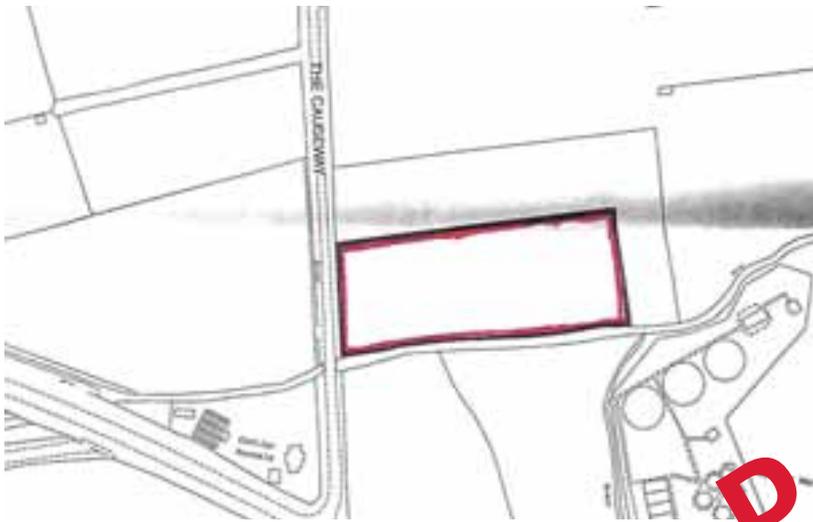
With a steel field gate to the road, adjacent to the gate to Plot 1, and a hedge along the road side boundary, this level parcel of land benefits from a timber building and post and wire fencing dividing it into a number of small paddocks.

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Palmers Solicitors/Hassett House, Hassett Street, Bedford, Bedfordshire MK40 1HA. 01234 211161 Ref: Yagnesh Shah - yshah@palmers.co.uk

Viewing: Open days scheduled for

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

*Description on Auction Information Page

LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day. Non Attending Bid Forms are included to the rear of this Catalogue.

**AUCTION
HOUSE**

auctionhouse.co.uk

Residential for improvement

9

106 High Street, Harrold, Bedfordshire MK43 7BH

*GUIDE PRICE **£110,000+** (plus fees)



A pretty character two bedroom end of terrace cottage located in the centre of the village of Harrold.

This two bedroom thatched grade two listed cottage is located on Harrold High Street, close to all local amenities and within walking distance of Harrold Primary School and in catchment of the much sought-after Sharnbrook Academy.

The property comprises a sitting/dining room, kitchen, utility room, ground floor bathroom and two bedrooms on the first floor. To the rear of the property is a walled courtyard style garden with storage shed.

Ground Floor Accommodation:

Sitting/dining room, kitchen, utility room and family bathroom.

First Floor Accommodation:

Master bedroom and second bedroom.

Outside:

To the rear of the property is a walled courtyard style garden.

Listing:

The property is Grade II listed. List Entry Number: 1114277

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 10:45 - 11:30

Sat 26 Sep: 10:45 - 11:30

Wed 30 Sep: 10:45 - 11:30

Partner Agent:



Tenure: Freehold

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth - christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

41 Conduit Road, Bedford, Bedfordshire MK40 1EQ

***GUIDE PRICE £340,000+ (plus fees)**



A substantial Victorian style property currently utilised as a House of Multiple Occupancy, currently let achieving £34,440.

This substantial semi-detached property is currently utilised as an HMO with two, one bedroom flats each with living/dining/kitchen, bedroom and bathroom, seven further letting rooms each with their own kitchen area and there are two bathrooms. To the front of the property is a paved area with parking for two vehicles and access to the walled and fenced rear garden which has been paved.

The property is located only 0.5 miles from Bedford town centre and railway station and has been well maintained to the standards currently required for HMO properties and has been fully licensed by the current owner. The property currently produces an annual income of approximately £34,440 with the tenants paying for electricity as each flat and room have their own electricity meter. Some of the tenants have rented from the current owner for a number of years and the rents have not been increased accordingly.

Rental Income:

- Flat 1 : £325.00 pcm
 - Room 1: £80.00 pw
 - Room 2: £80.00 pw
 - Room 3: £60.00 pw
 - Room 4A: £70.00 pw
 - Room 4B: £70.00 pw
 - Room 4C: £75.00 pw
 - Room 4D: £60.00 pw
 - Flat 5: £400.00 pcm
- At present the annual income produced is approximately £34,440.00.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

- Tue 22 Sep: 13:00 - 13:45
- Wed 30 Sep: 13:00 - 13:45

Tenure: Freehold
Local Authority: Bedford Borough Council - 01234 267422
Solicitors: Woodfines Solicitors, 16 St Cuthbert Street, Bedford, Beds, MK40 3JG. Tel: 01234 270 600 Ref: Michael Roche - mroche@woodfines.co.uk
Energy Performance Rating (EPC): Current Rating E

Additional Fees
Buyer's Premium: There is no Buyer's Premium payable on this lot.
Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Flat 3 Charlotte Court, 33 Cardigan Street, Luton, Bedfordshire LU1 1RP

*GUIDE PRICE **£90,000+** (plus fees)



A purpose built one bedroom apartment located in central Luton, currently let generating £650 pcm.

This purpose built first floor one bedroom apartment is ideally located in Luton town centre and has the added benefit of a parking space with gated access from Cardigan Street. The property has recently had replacement double glazed windows and is currently tenanted.

Accommodation:

Entrance from car park to hall and stairs to the first floor, entrance hall, sitting/dining room, kitchen, bedroom and family bathroom.

Outside:

The car park is gated and there are six parking spaces for the apartments.

Tenancy:

The property is currently let under an Assured Shorthold Tenancy agreement generating £650 pcm.

Ground Rent:

£35.00 PA

Lease:

99 Years from 29th September 1988 (67 years remaining).

Service Charge:

£1,000.00 PA

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 11:00 - 11:30

Sat 26 Sep: 11:00 - 11:30

Thu 1 Oct: 11:00 - 11:30

Partner Agent:



Tenure: Leasehold

Local Authority: Luton Borough Council - 01582 546 000

Solicitors: Taylor Walton Solicitors, 28-44 Alma Street, Luton, Bedfordshire LU1 2PL. Tel: 01582 731161 Ref: Jeremy Mitchell - jeremy.mitchell@taylorwalton.co.uk

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: Purchasers will be required to pay a buyers premium of £1,200 incl. VAT

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

15 Harrold Road, Lavendon, Olney, Buckinghamshire MK46 4HU

*GUIDE PRICE **£160,000+** (plus fees)

A pretty stone cottage which is set back from the road with parking and a garden to the front, plus a good size garden at the rear.

Nicely positioned within the village on the Harrold Road, this period mid terraced cottage has been enlarged at the rear with a single storey addition. The property has been let many years and accordingly has been maintained to the statutory requirements, with gas and electrical safety certificates. In December 2016 a new gas boiler was installed and in 2019 the bathroom was completely renovated with a white suite .

Ground Floor Accommodation:

Entrance porch, sitting room through to a dining area, kitchen and bathroom.

First Floor Accommodation:

Landing and two bedrooms.

Outside:

At the front is a parking area, a lawn and a pathway to the front door. The rear garden has a paved seating area, a lawn, fenced side boundaries and at the rear is a concrete base for a shed/outbuilding.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 10:00 - 10:30

Sat 26 Sep: 10:00 - 10:30

Wed 30 Sep: 10:00 - 10:30

Partner Agent:



Tenure: Freehold

Local Authority: Buckinghamshire County Council: 01296 395 000

Solicitors: Palmers Solicitors, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah - yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Agricultural/Amenity Land

Plot 1, Land off Warren Lane, Clophill, Bedfordshire MK45 4AS

*GUIDE PRICE

£84,000+ (plus fees)

A parcel of paddock/grazing land which measures approximately seven acres.

Plot 1 of 3 which is a parcel of land of approximately seven acres which is currently utilised as agricultural/amenity land. Consent has already been granted for change of use from agricultural to paddocks for grazing of horses with permission for erection of six stables on the original twenty one acre parcel of land.

The land is located just a short distance from the village of Clophill and is accessed directly from Warren Lane via its own entrance with five bar gate.



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Knowles Benning Solicitors, 32 High Street, Shefford, Bedfordshire SG17 5DG. Tel: 01462 814824. Ref: Steve Atkins - satkins@knowlesbenning.com

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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AUCTION HOUSE

[auctionhouse.co.uk](https://www.auctionhouse.co.uk)

2 Sunnyside, Wycombe Road, Stokenchurch, Buckinghamshire HP14 3RP

*GUIDE PRICE **£150,000+** (plus fees)



A well proportioned ground floor maisonette with an extended lease, garage and garden.

This two bedroom maisonette offers well proportioned accommodation with two double bedrooms and large reception room to the rear. The property further benefits from a garden to the front and a garage. Located just half a mile from the centre of Stokenchurch and 1 mile to junction 5 of the M40. There are also London rail links from High Wycombe or Saunderton which are approximately 8 miles away.

Accommodation:

Entrance hall, sitting/dining room, kitchen, two double bedrooms and a bathroom.

Outside:

Garden to the front, garage to the rear accessed by the driveway to the side of the property.

Lease:

125 years from the 11th of September 2020 (125 years remaining).

Ground Rent:

£250 pa.

Service Charge:

No formal service charge currently levied, maintenance is on an ad hoc basis.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Thu 24 Sep: 11:30 - 12:00

Sat 26 Sep: 14:30 - 15:00

Tue 29 Sep: 11:30 - 12:00

Tenure: Leasehold

Local Authority: Buckinghamshire Council - 01494 461000

Solicitors: Beetenson and Gibbon Solicitors, Lauriston House, Town Hall Square, Grimsby DN31 1JB. Tel: 01472 240 251 Ref: Helen Kent - helen.kent@bgsolicitors.com

Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: Purchasers will be required to pay a buyers premium of £1,200 incl. VAT

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Agricultural/Amenity Land

Plot 2, Land off Warren Lane, Clophill, Bedfordshire MK45 4AS

*GUIDE PRICE
£84,000+ (plus fees)

A parcel of paddock/grazing land which measures approximately seven acres.

Plot 2 of 3 which is a parcel of land of approximately seven acres which is currently utilised as agricultural/amenity land. Consent has already been granted for change of use from agricultural to paddocks for grazing of horses with permission for erection of six stables on the original twenty one acre parcel of land.

The land is located just a short distance from the village of Clophill and is accessed directly from Warren Lane via its own entrance with five bar gate.



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Knowles Benning Solicitors, 32 High Street, Shefford, Bedfordshire SG17 5DG. Tel: 01462 814824. Ref: Steve Atkins - satkins@knowlesbenning.com

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



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Flat 10, The Forge, Vicarage Hill, Flitwick, Bedfordshire MK45 1GZ

*GUIDE PRICE **£110,000+** (plus fees)



A well presented one bedroom flat with a long lease in a popular commuter town with rail links to London St Pancras.

This second floor flat is in good condition throughout with a large double bedroom, generous living space which opens to the kitchen. There is also allocated parking and is located just half a mile from Flitwick Train Station with links north to Bedford and south to London St Pancras and beyond to Brighton.

Accommodation:

Entrance hall, sitting room, kitchen, double bedroom and bathroom.

Outside:

Residents parking with one allocated space.

Lease:

125 years from 1st November 2013 (118 years remaining).

Ground Rent:

£150 pa.

Service Charge:

£800 pa.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Thu 24 Sep: 12:00 - 12:30

Sat 26 Sep: 15:45 - 16:15

Tue 29 Sep: 10:00 - 10:30

Partner Agent:

Urban & Rural

Tenure: Leasehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Taylor Walton Solicitors, 28 - 44 Alma Street, Luton, Bedfordshire LU1 2PL. Tel: 01582 731161 Ref: Daljit Dale - daljit.dale@taylorwalton.co.uk

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Agricultural/Amenity Land

Plot 3, Land off Warren Lane, Clophill, Bedfordshire MK45 4AS

*GUIDE PRICE

£84,000+ (plus fees)

A parcel of paddock/grazing land which measures approximately seven acres.

Plot 3 of 3 which is a parcel of land of approximately seven acres which is currently utilised as agricultural/amenity land. Consent has already been granted for change of use from agricultural to paddocks for grazing of horses with permission for erection of six stables on the original twenty one acre parcel of land. The land is located just a short distance from the village of Clophill and is accessed directly from Warren Lane via its own entrance with five bar gate.



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Knowles Benning Solicitors, 32 High Street, Shefford, Bedfordshire SG17 5DG. Tel: 01462 814824. Ref: Steve Atkins - satkins@knowlesbenning.com

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

LEGAL PACKS



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1 St Michaels Road, Bedford, Bedfordshire MK40 2LY

***GUIDE PRICE £360,000+ (plus fees)**



Well located in the De Parys ward of Bedford is this substantial semi detached property currently utilised as a House of Multiple Occupancy, currently let generating £36,228.

This substantial Victorian semi-detached property has been well maintained to the standards currently required for HMO properties and has been fully licensed by the current owner. The property is located only 0.6 miles from Bedford town centre and railway station and the accommodation set over three floors comprises of two, one bedroom flats each with living/dining/kitchen, bedroom and bathroom and six further letting rooms each with their own kitchen area and there are two bathrooms.

To the front of the property is short driveway with off street parking for two vehicles leading to the front entrance and a side walkway leading to the walled rear garden. The property currently produces an annual income of approximately £36,228.00 with the tenants paying for electricity as each flat and room have their own electricity meter. Some of the tenants have rented from the current owner for a number of years and the rents have not been increased accordingly.

Rental Income:

- Room 1: £80.00 pw
- Room 2: £80.00pw
- Flat 3: £500.00 pcm
- Room 4: £75.00 pw
- Room 5: £75.00 pw
- Flat 6: £525.00 pcm
- Room 7: £75.00 pw
- Room 8: £75.00 pw

At present the annual income produced is approximately £36,228.00.

Tenure: Freehold

Local Authority: Bedford Borough Council – 01234 267422

Solicitors: Woodfines Solicitors, 16 St Cuthbert Street, Bedford, Beds, MK40 3JG. Tel: 01234 270 600 Ref: Michael Roche – mroche@woodfines.co.uk

Energy Performance Rating (EPC): Current Rating E

Open House Viewings – Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 12:00 – 12:45

Wed 30 Sep: 12:00 – 12:45

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

296-298 Dunstable Road, Luton, Bedfordshire LU4 8JW

*GUIDE PRICE **£700,000+** (plus fees)



A building consisting of 15 studio flats located close to Luton town centre, when previously fully let (2018) it was generating £98,600 per annum.

This property comprises of 15 studio flats, each with their own kitchen area and shower room. The flats vary greatly in size and some could be converted to 1 bedroom units and overall are in good condition although some will require some attention. There is a ground floor laundry room and a shared driveway providing access to a hard standing and garden to the rear of the property. The property is sold with vacant possession and when let would provide a substantial rental income.

Ground Floor Accommodation:

Entrance hall leading to 6 studio flats with a laundry room access from the side of the building.

First Floor Accommodation:

Landing leading to 6 studio flats.

Second Floor Accommodation:

Landing leading to 3 studio flats and a further room that was utilised as an office.

Outside:

To the front is a paved area with a shared driveway to the side of the property accessing a hard standing and rear garden.

EPC's:

Flat 1: D Flat 2: D Flat 3: D Flat 4: C Flat 5: D Flat 6: D Flat 7: C Flat 8: D Flat 9: C Flat 10: D Flat 11: D Flat 12: D Flat 13: D Flat 14: D Flat 15: E

Open House Viewings - Strictly by Appointment Only - Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 10:00 - 11:00

Thu 1 Oct: 10:00 - 11:00

Partner Agent:



Tenure: Freehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: Priory Group Legal Department, 80 Hammersmith Road, London W14 8UD. Tel: 0207 6050 922 Ref: Keira Lynn - KeiraLynn@priorygroup.com

Energy Performance Rating (EPC): Current Rating as above

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

14 Monument Court, Woolners Way, Stevenage, Hertfordshire SG1 3AD

*GUIDE PRICE **£160,000+** (plus fees)

A ground floor two bedroom flat with an outside terrace/small garden which is centrally located within easy reach of the main shopping area and the railway station.

Located approximately half a mile from the mainline railway station within a purpose built block of residential apartments, this ground floor flat benefits from an open plan kitchen/living area, a hallway with a storage cupboard, a master bedroom with an en-suite shower room and a second bedroom. From the living area, a large sliding glazed door leads out to a small terrace/patio garden.

Lease:

125 years from 1st Jan 2007 (111 years remaining).

Ground Rent:

TBC

Service Charge:

TBC

Tenure: Leasehold

Local Authority: Stevenage Borough Council – 01438 242242

Solicitors: Leonard Curtis Legal Department, Riverside House, Irwell Street, Salford MK3 5EN. Tel: 0330 0243 999

Auctioneers' Note:

We understand the building to be a purpose built property, constructed in 2010 however the Sellers advise us that a previous sale failed due to concerns by the intended purchasers lender over some external cladding to a part of the building.

Open House Viewings – Strictly by Appointment Only– Please phone to be allocated a timeslot within one of the following windows:

Thu 24 Sep: 14:30 – 15:00

Sat 26 Sep: 14:30 – 15:00

Tue 29 Sep: 12:30 – 13:00

Additional Fees

Buyer's Premium: Purchasers will be required to pay a buyers premium of £1,200 incl. VAT

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

21

Agricultural/Amenity Land

Land and Stables to the South of Court Lane, Silver Street, Stevington, Bedfordshire MK43 7QN

*GUIDE PRICE

£140,000+ (plus fees)

Within a lovely setting this seven acre equestrian property benefits from stables, a small yard, menage, fenced paddocks and a static caravan.

Set on the edge of the popular village of Stevington this well maintained equestrian property measures approximately seven acres and is approached via a shared access from the road leading to a gated entrance and parking area. There is a substantial portal frame barn which has internal stabling that includes six stalls plus a tack room and an open fronted hay store. To the side is a static caravan providing day use and there is an electrical supply to the property. Beyond the parking area is a menage and there is further access to four paddock areas with fenced and hedged boundaries with open countryside beyond.

Open House Viewings—Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 15:15 – 15:45

Wed 30 Sep: 15:15 – 15:45



Tenure: Freehold

Local Authority: Bedford Borough Council – 01234 267422

Solicitors: Palmers Solicitors, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah – yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

*Description on Auction Information Page

22

Plots/Building Land

Building Plot to the Rear of, 22 Kimbolton Avenue, Bedford, Bedfordshire MK40 3AA

*GUIDE PRICE

£100,000+ (plus fees)

A single building plot with outline consent for the construction of a detached dwelling within a much sought after area of Bedford.

This attractive garden plot is to the rear of a substantial detached Victorian house that is located on the corner of Kimbolton Avenue and Amberley Gardens. Access to the plot is from Amberley Gardens and outline consent has been granted for the erection of a single detached dwelling with parking and gardens. The neighbours of the adjacent property (20 Kimbolton Avenue) are willing to negotiate selling an equal size area of their garden to the Buyer which should allow either a larger house to be built or possibly a second dwelling of a similar size.

Planning Consent: Reference number: 19/02501/OUT Decision date: March 2020

Community Infrastructure Levy: It is the policy of Bedford Borough Council to apply a Community Infrastructure Levy (CIL) on all new build residential property.

Partner Agent:



Tenure: Freehold

Local Authority: Bedford Borough Council – 01234 267422

Solicitors: Palmers Solicitors LLP, Hassett House, Hassett Street, Bedford, MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah – yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

*Description on Auction Information Page

Agricultural/Amenity Land

Land to the West of Bicester Road, Ludgershall, Aylesbury, Buckinghamshire HP18 0RF

*GUIDE PRICE
£70,000+ (plus fees)

A plot of level agricultural land in excess of 12.5 acres with a long road frontage, located between Waddesdon and Bicester.

This level parcel of agricultural land sides on to Bicester Road to the south of the A41 between Waddesdon and Bicester. Measuring approximately 12.5 acres with well established hedge boundaries to three sides.

The plot is predominantly surrounded by arable farm land. However to the northern boundary there is a pasture field with a portal frame style building, beyond which is the Leaches Farm Business Centre.



Tenure: Freehold

Local Authority: Aylesbury Vale District Council – 01296 585858

Solicitors: Lightfoots Solicitors, 1 – 3 High Street, Thame, OX9 2BX. Tel: 01844 216666 Ref: Joe Middleton – jmiddleton@lightfoots.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



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57 London Road, Luton, Bedfordshire LU1 3UG

*GUIDE PRICE **£350,000+** (plus fees)



A substantial four bedroom semi-detached Victorian villa located in the popular South Luton area.

This expansive semi-detached Victorian villa is located on a tree lined road close to Stockwood Park and Golf Club, just half a mile from J10 of the M1 and less than a mile from Luton Town Centre and Train station. It is located nearby Capability Green and London Luton Airport. At present the property comprises of four bedrooms and substantial ground floor accommodation, which has been part renovated by the current owner, with terraced gardens to the front and rear of the house.

There is planning consent, application number 18/00924/FULHH, for two further large en-suite bedrooms in the roof space of the property. The planning consents also allow for adaption of the front garden to provide two off road parking spaces. Previously the property had been rented as flats which may be a possible option or a very large 8 bedroom HMO or five spacious flats subject of course to the relevant licences being granted.

Ground Floor Accommodation:

Entrance hall stairs rising to the first floor, door to side and garden. Lounge 16'10 x 13'8 (5.13m x 4.17m) angular bay double glazed window to the front. Dining Room 12'4 x 11'10 (3.76m x 3.61m) Double glazed windows to the side and rear. Morning Room 12'10 x 11'11 (3.91m x 3.63m) Box bay double glazed window to the side. Kitchen 13'0 x 10'0 (3.96m x 3.05m) Shower room and storage/utility area.

First Floor:

Landing fitted cupboard, loft access, doors to bedrooms. Bedroom One 18'6 x 13'11 (5.64m x 4.24m) Angular bay double glazed windows to the front, further double glazed window to the front. Bedroom Two 12'4 x 11'11 (3.76m x 3.63m) Double glazed windows to the rear and side. Bedroom Three 12'11 x 12'0 (3.94m x 3.66m) Double glazed window to the rear. Bedroom Four 9'5 x 9'1 (2.87m x 2.77m) Double glazed window to the side. Bathroom area with double glazed window to the side.

Outside:

To the front is a terraced garden area leading to the front entrance and side access to the very large terraced rear garden.

Open House Viewings - Strictly by Appointment Only-Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 12:00 - 12:45
 Sat 26 Sep: 12:00 - 12:45
 Thu 1 Oct: 12:00 - 12:45

Tenure: Freehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: HCB Park Woodfine, 1 George Street West, Luton, Bedfordshire LU1 2BJ. Tel: 01582 720175 Ref: Reena Kumar - reenakumar@hcbgroup.com

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Suite G16 London Park House, 146-158 Park Street, Luton, Bedfordshire LU1 3EY

*GUIDE PRICE **£50,000+** (plus fees)



A purpose built ground floor studio apartment built in 2013 currently let under an assured tenancy agreement, currently achieving £650 pcm.

Purpose built studio located in London Park House within 0.5 miles of Luton town centre and railway station. The property was constructed in 2013 and comprises a living/sleeping area with kitchenette and private bathroom. Within the complex there is a full time accommodation management and maintenance team, private gym and large entertainment area.

Accommodation:

Entrance into the living/sleeping area with a kitchenette and bathroom.

Lease:

250 years from 1 January 2013 (242 years remaining).

Rental Income:

The property is currently let under an assured shorthold tenancy agreement, currently achieving £650 pcm.

Ground Rent:

£250 pa.

Service Charge:

£2,090 pa.

Management Fee:

8% of rental income.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 14:15 - 15:00

Thu 1 Oct: 14:15 - 15:00

Partner Agent:



Tenure: Leasehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: Palmers Solicitors, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah - yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating B

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Suite G17 London Park House, 146-158 Park Street, Luton, Bedfordshire LU1 3EY

*GUIDE PRICE **£50,000+** (plus fees)



A purpose built ground floor studio apartment built in 2013 currently let under an assured tenancy agreement, currently achieving £650 pcm.

Purpose built studio located in London Park House within 0.5 miles of Luton town centre and railway station. The property was constructed in 2013 and comprises a living/sleeping area with kitchenette and private bathroom. Within the complex there is a full time accommodation management and maintenance team, private gym and large entertainment area.

Accommodation:

Entrance into the living/sleeping area with a kitchenette and bathroom.

Lease:

250 years from 1 January 2013 (242 years remaining).

Rental Income:

The property is currently let under an assured shorthold tenancy agreement, currently achieving £650 pcm.

Ground Rent:

£250 pa.

Service Charge:

£2,090 pa.

Management Fee:

8% of rental income.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 14:15 - 15:00

Thu 1 Oct: 14:15 - 15:00

Partner Agent:



Tenure: Leasehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: Palmers Solicitors, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah - yshah@palmers.co.uk

Viewing: Open days scheduled for .

Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Residential for improvement

27

43 Farley Lodge, Ruthin Close, Luton, Bedfordshire LU1 5EN

*GUIDE PRICE **£40,000+** (plus fees)



A first floor studio apartment located 0.6 miles from Luton town centre requiring updating.

A first floor studio apartment with a balcony, accessed from the living area, requiring modernisation which is being sold with vacant possession. The apartment is conveniently located only 0.6 miles from Luton town centre and mainline station.

Accommodation:

Entrance hallway, living/bedroom/kitchen and bathroom.

Outside:

Balcony accessed from the living area.

Lease:

99 Years from 29 September 1985 (64 Years Remaining)

Ground Rent:

TBA

Service Charge:

£75 per month (from January 2020–December 2020)

Open House Viewings - Strictly by Appointment Only-Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 13:15 - 13:45

Sat 26 Sep: 13:15 - 13:45

Thu 1 Oct: 13:15 - 13:45

Partner Agent:

penrose
ESTATE AGENTS

Tenure: Leasehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: Waller Pollins Goldstein, 369 Burnt Oak Broadway, Edgware HA8 5AW. Tel: 020 8238 5858 Ref: Jeremy Pollins - info@wpglaw.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: Purchasers will be required to pay a buyers premium of £1,200 incl. VAT

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Oakley Arms, 98 High Street, Harrold, Bedfordshire MK43 7BH

*GUIDE PRICE **£220,000+** (plus fees)



A fully licensed public house, with an additional four bedrooms, located in the main high street in the village of Harrold.

This fully licensed public house is ideally located in the village of Harrold, Bedfordshire. The property comprises of a snug bar, main bar and dining area, commercial kitchen, male and female toilets and cellar room, there is living accommodation both on the ground and first floors. To the side of the building is a side entrance for deliveries which leads to a paved patio area with a brick built store and a fenced and lawned garden area.

Ground Floor:

Snug/public bar, lounge bar with dining area, male and female toilets, commercial kitchen, cellar room, three further rooms, one with shower room and kitchen. There are two staircases to access the first floor accommodation.

First Floor:

From staircase one are two bedrooms, sitting room and two bathrooms. From staircase two there are two bedrooms, sitting room, kitchen and bathroom.

Outside:

Gated entrance for deliveries leading to a fenced and walled garden with law and paved terrace area and a brick built store.

Auctioneer's Note:

The gas boiler is situated within 1 Brook Lane. The buyer will need to relocate this boiler to within the pub following the sale.

Listing:

The property is Grade II listed. List Entry Number: 1159520.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of

Tue 22 Sep: 11:45 - 12:30

Sat 26 Sep: 11:45 - 12:30

Partner Agent:



GERALDEVE

Tenure: Freehold

Local Authority: Bedford Borough Council - 01234 267422

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth - christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

5 Iveldale Drive, Shefford, Bedfordshire SG17 5AD

*GUIDE PRICE **£300,000+** (plus fees)



A deceptively spacious three bedroom detached bungalow located in a quiet cul-de-sac close to Shefford town centre.

This deceptively spacious bungalow is well located in a quiet cul-de-sac positioned in close proximity to Shefford town centre. To the front of the property is a small garden area and driveway leading to the garage and entrance of the property. The accommodation comprises of a spacious dual aspect sitting room, dining room, fitted kitchen, master bedroom, two further bedrooms, family bathroom and cloakroom. The walled rear garden is laid mainly to lawn with paved patio area with well stocked flower/shrub borders and there is also a greenhouse and outbuilding and access to the garage. To the side of the property is a paved patio area with flower and shrub borders and garden pond.

Accommodation:

Entrance hall, cloak room, dual aspect sitting room, dining room, kitchen, master bedroom, two further bedrooms and family bathroom.

Outside:

Front garden and driveway leading to entrance and garage with access to the walled rear garden with patio and lawned area with well stocked borders and an outbuilding and greenhouse. There is a further garden paved garden area to the side of the property with a small pond.

Open House Viewings - Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

- Thu 24 Sep: 13:15 - 13:45
- Sat 26 Sep: 12:00-13:00
- Tue 29 Sep: 11:15 - 11:45

Partner Agent:



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Jennings Solicitors, 39 Cambridge Street, Wolverton, Milton Keynes, MK12 5AE. Tel: 01908 226138
Ref: Matthew Douglas- mattdouglas@jenningsolicitors.com

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

30

Agricultural/Amenity Land

Land at Wellsfield, High Street, Blunham, Bedfordshire MK44 3PL

*GUIDE PRICE

£40,000+ (plus fees)

A vacant freehold parcel of paddock land measuring approximately 6.5 acres.

A parcel of circa 6.5 acres of unfenced pastureland on the edge of the village. The land runs down to the River Ivel and is accessed between the Wellsfield retirement bungalows.



Partner Agent:



Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth - christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page

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AUCTION HOUSE

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7 Town Bridge Court, Chesham, Buckinghamshire HP5 1LN

*GUIDE PRICE **£80,000+** (plus fees)



A two bedroom first floor warden assisted flat with lift access, located in a town centre development for the over 60's.

This two bedroom, first floor flat is located on a popular retirement development within striking distance of Chesham High Street with its range of shops, local amenities and cafes. Along with the Metropolitan train line station offering a direct service into London. There are lifts to all floors of the development and parking for residents.

Accommodation:

Entrance hall, sitting room, kitchen, two bedrooms and a shower room.

Outside:

Residents parking.

Lease:

189 years from 1st January 1985 (153 years remaining).

Age restrictions and care requirements:

Residents will be asked by the Scheme Manager to verify they are over the age of 60 and provide proof of independent living or provide information of any care they are in receipt of enabling independent living prior to moving in.

Open House Viewings – Strictly by Appointment Only– Please phone to be allocated a timeslot within one of the following windows:

Thu 24 Sep: 10:00 – 10:30

Sat 26 Sep: 10:00 – 10:30

Tue 29 Sep: 10:00 – 10:30

Partner Agent:



Tenure: Leasehold

Local Authority: Chiltern District Council – 01494 729000

Solicitors: Randall & Phillips LLP, 105 Sheen Lane, East Sheen, London SW14 8AE. Tel: 020 3642 0710 Ref: Melissa Gilman – melissa@randallphillips.co.uk

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Temple Chambers, 68 – 72 Stuart Street, Luton, Bedfordshire LU1 2SW

***GUIDE PRICE £700,000+ (plus fees)**



A building comprising sixteen apartments each with two bedrooms located in the centre of Luton.

This former office building with the 1st to 4th floors converted in 2015 and now comprises of sixteen apartments each with two bedrooms. A fresh air ventilation system has been installed in each flat to provide contact fresh air and to remove stale air. The property is ideally located close to Luton town centre and there is side access to a rear car park providing several parking spaces. The apartments (three currently empty) are held under a single lease agreement registered with the land registry and each apartment is currently let under Assured Shorthold Tenancy Agreements generating a total of approximately £9,515 pcm (£114,180 pa).

Firts Floor Accommodation:

Four apartments each with living/kitchen area, two bedrooms and a family bathroom.

Second Floor Accommodation:

Four apartments each with living/kitchen area, two bedrooms and a family bathroom.

Third Floor Accommodation:

Four apartments each with living/kitchen area, two bedrooms and a family bathroom.

Fourth Floor Accommodation:

Four apartments each with living/kitchen area, two bedrooms and a family bathroom.

Outside:

There is a side access from the road to a car park at the rear of the building providing space for several vehicles.

Lease:

99 years from 2nd June 2015 (93 years remaining).

Ground Rent and Service Charge: £315 pcm for each apartment.

Tenure: Leasehold

Local Authority: Luton Borough Council – 01582 546 000

Solicitors: Harlington Law Solicitors, 10-12 Alma Street, Luton, Bedfordshire LU1 2PL. Tel: 01582 966370 Ref: Farrukh Naeem – farrukh@harlingtonlaw.com

Viewing: Open days scheduled for

Energy Performance Rating (EPC): Current Rating TBC

EPC's:

Flat 1: C Flat 2: C Flat 3: C Flat 4: C Flat 5: C Flat 6: C Flat 7: C Flat 8: B Flat 9: C Flat 10: C Flat 11: C Flat 12: B Flat 13: C Flat 14: C Flat 15: C Flat 16: C

Rental Income:

- Flat 1: £750 pcm
- Flat 2: £750 pcm
- Flat 3: £700 pcm
- Flat 4: £865 pcm
- Flat 5: £650 pcm
- Flat 6: £650 pcm
- Flat 7: Empty
- Flat 8: £875 pcm
- Flat 9: £650 pcm
- Flat 10: £700 pcm
- Flat 11: Empty
- Flat 12: £875 pcm
- Flat 13: Empty
- Flat 14: £650 pcm
- Flat 15: £700 pcm
- Flat 16: £700 pcm
- Total Current Income: £9,515 pcm (£114,180 pa).

Open House Viewings – Strictly by Appointment Only- Please phone to be allocated a timeslot within one of the following windows:

- Wed 23 Sep: 11:30 – 12:30
- Thu 1 Oct: 11:30 – 12:30

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

54 & 54a Market Square, St. Neots, Cambridgeshire PE19 2AA

*GUIDE PRICE **£210,000+** (plus fees)



A lock up shop with a separate flat above, located in a prime High Street position in this sought after market town.

This mixed use property comprises a ground floor lock up shop which is situated in a prime position being just off the Market Square, facing onto the High Street and adjacent to a crossing. There is a sizeable retail area with a small store and cloakroom to the rear. Above is a large residential flat which benefits from a separate entrance via a door to the side of the shop. The flat is larger than the shop unit due to it extending over a side passageway. Internally there is a staircase leading to a hallway with a living room, kitchen, bathroom, two bedrooms and a separate W/C.

Possession:

Subject to a lease under the Landlord & Tenant Act 1954 (10 year unexpired with a break clause at 2 years) and Assured Shorthold Tenancy.

Shop:

Currently trading as a hairdressers and let under a commercial lease with a new 10 year term as of 15/12/19 with a rent review clause in December 2024 generating £16,500 per annum.

Flat:

Let under an Assured Shorthold Tenancy generating £7,800 per annum.

Total Income:

£24,300 per annum.

Open House Viewings – Strictly by Appointment Only–Please phone to be allocated a timeslot within one of the following windows:

Tue 22 Sep: 09:30 – 10:00

Sat 26 Sep: 10:00 – 10:30

Wed 30 Sep: 09:30 – 10:00

Partner Agent:



GERALDEVE

Tenure: Freehold with flying freehold

Local Authority: Huntingdonshire District Council – 01480 388 388

Solicitors: Freeths Solicitors, Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ. Tel: 01908 668555 Ref: Christopher Ainsworth – christopher.ainsworth@freeths.co.uk

Energy Performance Rating (EPC): Current Rating E & C

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Redevelopment

The Old Store, Hitchin Road, Luton, Bedfordshire LU2 7SL

*GUIDE PRICE

£100,000+ (plus fees)

A single storey brick built storage unit located 1.3 miles from Luton Town Centre.

The property comprises a single storey store building arranged beneath a pitched roof extending to approximately (GIA) 67 sq m (720 sq ft). The building occupies a site extending to approximately 0.034 hectares (0.085 acres). The property may afford potential for development subject to obtaining all necessary consents.

Open House Viewings - Strictly by Appointment Only - Please phone to be allocated a timeslot within one of the following windows:

Wed 23 Sep: 13:00 - 13:30

Thu 1 Oct: 13:00 - 13:30

Partner Agent:



Tenure: Freehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: TBC, . Ref:

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £1,200 incl. VAT.

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Property Types for Auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route. Check through the list below, and if you find a match, then give Auction House a call.



Properties for Improvement



Mixed Use Properties



Tenanted Properties



Commercial Investments



Residential Investments



Unique Properties



Development Propositions



Amenity Land and Other Property



Building Land

01234 362899 / 01280 818907

robinsonandhall@auctionhouse.co.uk

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

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

SALE CONDITIONS

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

IMPORTANT NOTICE

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

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

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

GLOSSARY

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
- (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

Approved financial institution

Any bank or building society that 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 their obligations can be enforced against them jointly or against each of them separately.

Catalogue

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

Completion

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.

Condition

One of the auction conduct conditions or sales 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).

General conditions

That part of the sale conditions so headed, including any extra

general conditions.

Interest rate

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

Lot

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

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 (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

Seller

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

Special conditions

Those of the sale conditions so headed that relate to the lot.

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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.

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

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

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

A2 OUR ROLE

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on

information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

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

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

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 THE CONTRACT

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
- (c) pay the deposit.

A5.4 If you do not we may either:

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

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- (a) you are personally liable to buy the lot even if you are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

Words in bold type have special meanings, which are defined in the Glossary

G1. THE LOT

G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.

G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.

G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.

G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and 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.

G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.

G1.7 The lot does not include any tenant's or trade fixtures or fittings.

G1.8 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.

G1.9 The buyer buys with full knowledge of:

- (a) the documents, whether or not the buyer has read them; and

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- (b) the physical condition of the lot and what reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 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.
- G2. DEPOSIT**
- G2.1 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).
- G2.2 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.
- G2.3 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.
- G2.4 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.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 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.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. TITLE AND IDENTITY**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller 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.
- G4.2 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.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters 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.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. TRANSFER**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller 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.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. COMPLETION**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 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.
- G6.4 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.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. NOTICE TO COMPLETE**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
(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.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
(a) terminate the contract; and
(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. 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 G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
(a) use all reasonable endeavours to obtain the licence at the seller's expense; and
(b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at 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.
- G10.4 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.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
(a) so state; or
(b) give no details of any arrears.
- G11.8 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 G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. MANAGEMENT**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
(a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
(b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
(c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
 - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. ENVIRONMENTAL**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. SERVICE CHARGE**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows 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 G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. RENT REVIEWS**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and

interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

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

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