

# THE COUNTY PROPERTY AUCTION

**WEDNESDAY 8th December 2021 - 3pm**  
***LIVE STREAM EVENT WITH REMOTE BIDDING ONLY***

**BROWN & CO** JHWalter

## Before the Auction

### Particulars of Sale

The particulars of sale for each property do not form part of the sale contract. They are for your information only.

### Inspections and Surveys

Unless otherwise stated, an internal inspection of the property is usually available: please refer to the notes regarding viewings on the respective property's particulars of sale. We recommend you do not bid on a property unless you have inspected both externally and internally. You should not bid unless you have undertaken measured, structural and environmental surveys. Brown&CoJHWalter make no warranty as to the structural or environmental integrity of any of the properties.

Brown&CoJHWalter staff have no authority to make or give any representation or warranty whatsoever in respect of the property. The services, fittings and appliances have not been tested and no warranty can be given as to their condition.

Bidders shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant Authorities and other bodies.

### Guide Prices

Guide Prices are to assist potential purchasers and to reflect the price expected to be achieved.

- Guide prices are not a valuation.
- Guide prices may be exceeded during the normal process of bidding at auction

### Reserve Prices

- The reserve price is the price below which we are not authorised to sell the property.
- Reserve prices are confidential
- Where there is a single guide price the reserve price will not be in excess of the guide price.
- Where the guide price is stated as a range, the reserve price will be set within that range.
- Sellers may change the reserve price up to and on the day of the auction. Where this happens we adjust our guide prices in order to remain transparent.

### Pre Auction Offers

We anticipate that the lots in this catalogue will be offered, as advertised, on the day of sale. There may be circumstances where the acceptance of an offer prior to auction may be considered. Parties interested in particular lots are advised to register their interest with the auctioneers at the earliest opportunity.

### Withdrawals and Sales Prior

Although we discourage sellers from selling or withdrawing properties immediately prior to an auction, the final decision rests with them. We advise interested parties to check the availability of properties prior to setting out for the auction. We cannot accept any liability for late sales prior or withdrawals and cannot refund costs under any circumstances.

### Late Entries

Additional lots may be entered prior to the auction. For details of these lots please contact the auctioneers or visit Brown&CoJHWalter

### Legal Advice

We recommend that you do not bid unless you have instructed a solicitor to act on your behalf.

### Legal Pack

All legal documents (including the General and Special Conditions of Sale and the Sale Contract) will be available online at [www.brown-co.com/branches/property-auctions](http://www.brown-co.com/branches/property-auctions)

The Auctioneers provide digital copies of the legal packs in good faith and accept no responsibility for their completeness or content.

### Energy Performance Certificates

Where required, energy performance certificates have been ordered for each property and will be available for download/inspection with the legal pack.

### The Conditions of Sale

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

- General Conditions of Sale that apply to all lots
- Any extra General Conditions in the legal pack or in an addendum
- The Special Conditions that apply only to the lot that you are buying and which may vary the General Conditions

These conditions are legally binding and purchasers are deemed to have read and understood these prior to bidding.

In common with other auctioneers we have recommended to all sellers that they adopt the Common Auction Condition (Edition 4 March 2018)

### Finance

It is imperative that you have adequate financial means to fund the purchase of any property you intend to bid for. A successful bid is a legally binding contract.

### Alterations

An addendum (list of alterations to the catalogue) will be available from [jhwalter.co.uk](http://jhwalter.co.uk) This will also be made available and displayed at the auction. The addendum is subject to last minute changes so bidders must ensure that they acquire the most recent edition at the auction. Alterations will be referred to by the auctioneer prior to each particular lot.

### Important Notice

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

- Take professional advice from a solicitor and, in appropriate cases, a chartered surveyor and accountant
- Read the conditions
- Inspect the lot
- Carry out the relevant searches and enquiries.
- Check the content of all available leases and other documents relating to the lot
- Confirm the accuracy of the catalogue entry
- Check for VAT, overage payments, reservations and buyer's costs
- Have finance available for the deposit and purchase price

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.

## At the Auction

Auction Day Contact Number: 01522 504360

### Auction Procedure

The properties will be offered for sale in lot order unless advised otherwise. Bids will be invited and, normally, the highest bidder over the reserve will secure the property. We reserve the right to regulate the bidding and to refuse any bid at our sole discretion. We also reserve the right to re-offer a property at our sole discretion.

### Buyer Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. Please contact us on 01522 504360 or [www.brown-co.com/branches/property-auctions](http://www.brown-co.com/branches/property-auctions) so that we can complete an electronic Identity check

### Buyer's Numbers

To bid for any Lot you must first pre-register for remote bidding at least two days prior to the auction date. We are trying to encourage all buyers to use our online bidding service due to the logistics of running a live stream auction. However a small number of telephone bids will be accepted along with straight forward proxy bids. Please speak to a member of the auction team on 01522 504360 to register for your chosen method.

### Bidding

The onus is on you to ensure that the auctioneer is aware of your bid. Please do not leave your bid until the last moment. The auctioneer is under no obligation to accept a bid and the auctioneer need not explain why. If there is a dispute over the bidding the auctioneer is entitled to resolve it and his decision is final. The seller may bid, or ask the auctioneer (or another agent) to bid upon his behalf below the reserve price, but may not make a bid equal to, or exceeding the reserve price. Please note that, if you bid on a property you are personally liable for an accepted bid even if you act as agent for another party.

### Exchange of Contracts

Exchange of contracts is effected by the fall of the auctioneer's hammer. In other words, if the property is knocked down to you (i.e. if your bid was the highest prior to the fall of the hammer) you will at that moment be deemed to have exchanged contracts to purchase the property. No bids following the fall of the hammer can be accepted.

## Deposit

Upon exchanging contracts to buy a property you will be required to provide a deposit. This is normally 10% subject to a minimum of £5,000, unless stated in the contract. This is payable by cheque, bankers draft, debit card or (by prior arrangement) a telegraphic or electronic transfer. Cash is unacceptable because of money-laundering regulations. We are unable to accept credit cards.

### Buyer's Admin Fee

An administration fee of £750 is payable on all Lots whether sold prior, at auction or post auction, for which a VAT invoice will be issued.

### Insurance

Once you have exchanged contracts, you are advised to insure the property in readiness for completion.

## After the Auction

### Post Auction Sales

Some of the lots may not sell "under the hammer" at the auction. Enquiries for unsold lots are welcome after the sale when unconditional offers will be considered. In many cases properties are sold immediately after the auction. If you are interested please contact a member of the auction team.

### Results

The results of the auction may be obtained by contacting the auctioneers.

### Completion

If you are successful in buying one of the lots completion will usually take place 28 days after the auction date (unless varied by the sale contract). Some of our sellers offer extended completions, this is shown on each page.

### Access and Keys

It is unlikely that a seller will grant access to the property prior to completion. Please contact the auctioneers to arrange key collection after completion. Please note we do not hold keys to all the properties.

## Auction Update

I am pleased to report our merger with Brown & Co has now taken place successfully and the new trading name of Brown&CoJHWalter is now rolling out across all sectors in our two Lincoln offices. The County Property auction brand will continue under this umbrella company and through extra support will look to grow our size and coverage across the region. We shall also be working closely with our new colleagues in the Brown & Co Norwich office who run a successful online auction four times a year. Look out for exciting new developments in 2022 as we share our vast experience with each other to build a substantial auction presence in the East Midlands and East Anglia.

The County Property auction team have yet again sourced another fantastic line up of property and land from across our region for our 6th and final auction of the 2021 season. Please contact the auction team on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

## Remote Bidding

It is very simple to set up and if you are already registered to use our legal pack system, it is just a few clicks to set you up for online bidding. If you are not already registered then you will be required to complete our remote bidding form which is found in this catalogue or on our website: [www.brown-co.com/branches/property-auctions](http://www.brown-co.com/branches/property-auctions)

Our auction team are on hand to help you so please call 01522 504360 to register for remote bidding. This can be done well in advance of the auction so you will then be able to watch and bid online at [www.eigpropertyauctions.co.uk/search/live-stream](http://www.eigpropertyauctions.co.uk/search/live-stream) from the comfort of your own home.

Some vendors may entertain selling prior to auction so if you are keen on a specific lot and wish to make an offer then don't hesitate to contact the auction team.

Finally if you have a property or land to sell we are now taking entries into our 2022 property auctions, please call the auction team on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)



James Mulhall BA MNAEA MNAVA  
Senior Associate | Auction Manager

## Meet the Auction Team

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**Lot 1**  
Flat 8 Priory House,  
St Catherines,  
Lincoln  
LN5 8LP  
Page 7



**Lot 5**  
142b Eastgate,  
Louth,  
LN11 9QE  
Page 13-14



**Lot 9**  
24 Newport,  
Lincoln  
LN1 3DF  
Page 22-23



**Lot 2**  
Former Telephone Exchange,  
Silver Street,  
Wragby, Market Rasen  
LN8 5PJ  
Page 8



**Lot 6**  
The Gatehouse,  
Cooks Lane,  
Nettleton,  
LN7 6NL  
Page 15-16



**Lot 10**  
Girton Farm Bungalow,  
Girton  
NG23 7HY  
Page 24-25



**Lot 3**  
7 Mill Road,  
Market Rasen  
LN8 3BP  
Page 9-10



**Lot 7**  
Development Site,  
School Lane,  
Silk Willoughby  
NG34 8PG  
Page 17-19



**Lot 11**  
Holton Manor,  
Holton-cum-Beckering,  
Market Rasen  
LN8 5NG  
Page 26-27



**Lot 4**  
142a Eastgate,  
Louth,  
LN11 9QE  
Page 11-12



**Lot 8**  
Lymn Bank Farmhouse  
Thorpe St. Peter, Skegness  
PE24 4PJ  
Page 20-21



Please note further lots may be added to the line up so please keep checking [www.brown-co.com/branches/property-auctions](http://www.brown-co.com/branches/property-auctions) for the latest information.

If you have a property or land to sell we are still taking late entries into our December auction so please call the auction team on 01522 504360.



## Viewing Times

Open Viewings will be held on the following dates at the below times:  
Saturdays 20th & 27th November unless highlighted in red.

Lot 1	Flat 8 Priory House, St Catherines, Lincoln LN5 8LP	12.30pm - 13.15pm
Lot 2	Former Telephone Exchange, Silver Street, Wragby, Market Rasen LN8 5PJ	By appointment only
Lot 3	7 Mill Road, Market Rasen LN8 3BP	10.45am - 11.30am <b>Friday 19th &amp; 26th November</b>
Lot 4	142a Eastgate, Louth, LN11 9QE	12.15pm - 13.30pm <b>Friday 19th &amp; 26th November</b>
Lot 5	142b Eastgate, Louth, LN11 9QE	12.15pm - 13.30pm <b>Friday 19th &amp; 26th November</b>
Lot 6	The Gatehouse, Cooks Lane, Nettleton, LN7 6NL	09.30am - 10.15am <b>Friday 19th &amp; 26th November</b>
Lot 7	Development Site, School Lane, Silk Willoughby NG34 8PG	Open viewings during daylight hours
Lot 8	Lynn Bank Farmhouse, Thorpe St. Peter, Skegness PE24 4PJ	14.30pm - 15.30pm <b>Friday 19th &amp; 26th November</b>
Lot 9	24 Newport, Lincoln LN1 3DF	11.00am - 12.00pm
Lot 10	Girton Farm Bungalow, Girton NG23 7HY	14.00pm - 15.00pm
Lot 11	Holton Manor, Holton-cum-Beckering, Market Rasen LN8 5NG	09.30am - 10.30am

\* Please wait for a Brown&CoJHWalter viewings representative to arrive before approaching any of the occupied properties

Times may be subject to amendments, please see [jhwalter.co.uk](http://jhwalter.co.uk) or call 01522 504360 to confirm times.

Important Note All viewings are conducted at the risk of the prospective buyers.

Brown&CoJHWalter and their clients take no responsibility for any accidents, losses or injury incurred while viewing the properties.

Registration Form For Remote Bidding

Please select method of bidding: Online  Proxy  Telephone  (limited spaces)

Date of Auction.....

Lot Number ..... Lot Address .....

If bidding online or phone we no longer require your deposit up front.

Proxy Maximum bid price £..... (in words) .....

(online & tel bids do not need to state max bid)

If bidding by proxy you will need to enclose a cheque or send a bank transfer for 10% of the guide price (subject to a minimum of £5,000). Please remember to add a further £750 (inc vat) for each Lot to cover the buyer's admin fee. If successful in excess of the guide price you will be required to transfer the difference immediately after the auction.

Cheque for £..... (enclosed within)

1

BID

Full Name(s) .....

Company .....

Address .....

.....Post code.....

Telephone(s) (for Tel bids) 1) .....2) .....

Email .....

2

BUYER'S  
DETAILS

Name .....

Company .....

Address .....

.....Postcode.....

Telephone.....Email .....

3

SOLICITORS

Buyers Signature.....

I instruct and authorise Brown&CoJHWalter to bid on my behalf in accordance with the terms and conditions printed on the reverse of this page and I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound to the applicable Conditions of Sale and any addenda applicable to the Property and by the terms of the Notices to Prospective Buyers. Brown&CoJHWalter will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant lot is being sold at the Auction. I authorise you to record such bidding and instructions in order to avoid any doubts or disputes.

4

SIGNATURE

Have you (Please tick)

Completed Sections 1 to 4  Included the Buyer's Admin Fee

Signed this form  Marked Envelope

Enclosed 10% Deposit Cheque or set up a bank transfer

Please return to: cpa@brown-co.com or Brown&CoJHWalter, 1 Mint Lane, Lincoln, LNI IUD - To be received no later than 2 business days prior to the Auction. For further information please call 01522 504360. If by post please mark your envelope on the outside top left hand corner with the initials OB for online PB for proxy bids and TB for telephone bids.

5

CHECKLIST

# Terms & Conditions for Remote Bidders

These terms and conditions apply to and are binding upon all remote prospective buyers whether online or by proxy/telephone.

A prospective buyer should complete and sign the registration form overleaf. In particular the prospective proxy buyer should complete the form showing the maximum price exclusive of Value Added Tax which the prospective buyer authorises the Auctioneer to bid for a particular property.

The maximum price to which the Auctioneer is authorised to bid must be an exact figure (accordingly wording such as “£100 over the highest bid in the room” will not be acceptable). The Auctioneer reserves the right not to bid on behalf of the prospective buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the Auctioneer to bid.

For proxy and telephone bidding, the completed form or forms must be delivered to Brown&CoJHWalter, 1 Mint Lane, Lincoln LN1 1UD by hand, post or emailed to [cpa@brown-co.com](mailto:cpa@brown-co.com) so that it is received not less than two business days prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction will be shown in the catalogue or on our website.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing. The prospective proxy buyer appoints the Auctioneer as agent and authorises the Auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the Auctioneer thinks fit in his absolute discretion.

The prospective buyer shall be considered to have inspected the auction catalogue for the relevant lot, all applicable conditions of sale, the Notices to buyers and also any addenda relating to the lot and to have full knowledge therefore and authorises the Auctioneer or any duly authorised partner or employee of JHWalter as the buyer's agent to sign the Sale Memorandum incorporating all such matters at or after the auction.

Prospective proxy buyers should send via electronic transfer or a valid cheque or banker's draft on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £5,000) to which the prospective buyer wishes the Auctioneer to bid. Please remember to include the buyer's administration fee of £750 with the deposit. Cheques should be made payable to Brown&CoJHWalter. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective buyer authorises the Auctioneer to retain the same for such purpose.

In case of telephone bidding, prospective buyers may instead provide a blank cheque which, if the prospective buyer is successful in purchasing the relevant property, the Auctioneer will complete on behalf of the prospective buyer for the amount of the deposit. The prospective buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the Auctioneer's authority to bid. It is the prospective buyer's responsibility to ensure that the Auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

Unless the relevant lot is sold to the prospective buyer the amount of the prospective buyer's bid will not be disclosed to the Seller or any other person either during or after the sale without the consent of the prospective buyer.

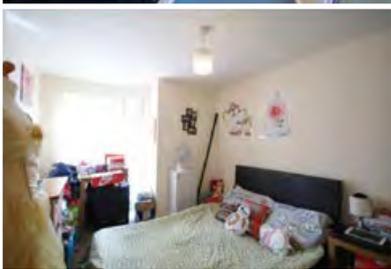
The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot. The Auctioneer will make no charge to a prospective buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or for any other reason whatsoever.

Prospective online or telephone bidders will not hold Brown&CoJHWalter liable for any loss or claims relating to the internet or telephone bidding system or the interruption or suspension of these services. The prospective buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective buyer will be notified by post and the deposit returned as soon as reasonably possible.

Prospective buyers are advised to telephone the auction team at Brown&CoJHWalter (Tel: 01522 504360) on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it.

The prospective buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective buyer does not telephone and such amendments have been made the bids by or on behalf of prospective buyers will be deemed to be subject to such amendments and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective buyer as a result thereof.





**Flat 8, Priory House, 45-47 St Catherines, Lincoln, LN5 8LP Guide Price £50,000 (+ £750 Buyers Fee)**

**Description**

A one bedroom first floor flat apartment with allocated parking located in the South park area of the City. The property is currently let on a managed fixed term AST until August 2022 at £450 pcm

**Directions**

Enter Lincoln on the A607 Cross O'Cliff Hill and then turn left at the light onto St Catherines where the property can be found on the right hand side.

**Accommodation**

**Entrance Hall**

Radiator and storage cupboard housing the consumer unit.

**Bathroom 1.93m x 1.80m**

Three piece suite comprising P shaped bath with shower mixer tap, low flush WC, pedestal wash basin, tiled flooring, radiator and extractor fan

**Bedroom 3.66m x 2.80m**

Double glazed casement window and door with Juliette balcony to the front elevation, radiator and sliding fitted wardrobe.

**Lounge 3.65m x 2.81m Max**

Double glazed casement window and door with Juliette balcony to the front elevation, radiator and Open plan to the kitchen.

**Kitchen 2.75m x 1.80m**

Fitted wall and base units with one and a half bowl sink and drainer, Integrated electric oven, four ring electric hob with extractor over, space and plumbing for a fridge freezer and washer dryer, Ideal combination boiler and extractor.

**Tenure & Possession**

The property is subject to a 999 year lease commencing June 2008 with a ground Rent of £23.38 per quarter and a service Charge of £165.00 per quarter

**Viewing**

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

**Completion Date**

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

**Auction Bidder Identity Check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

**Solicitors**

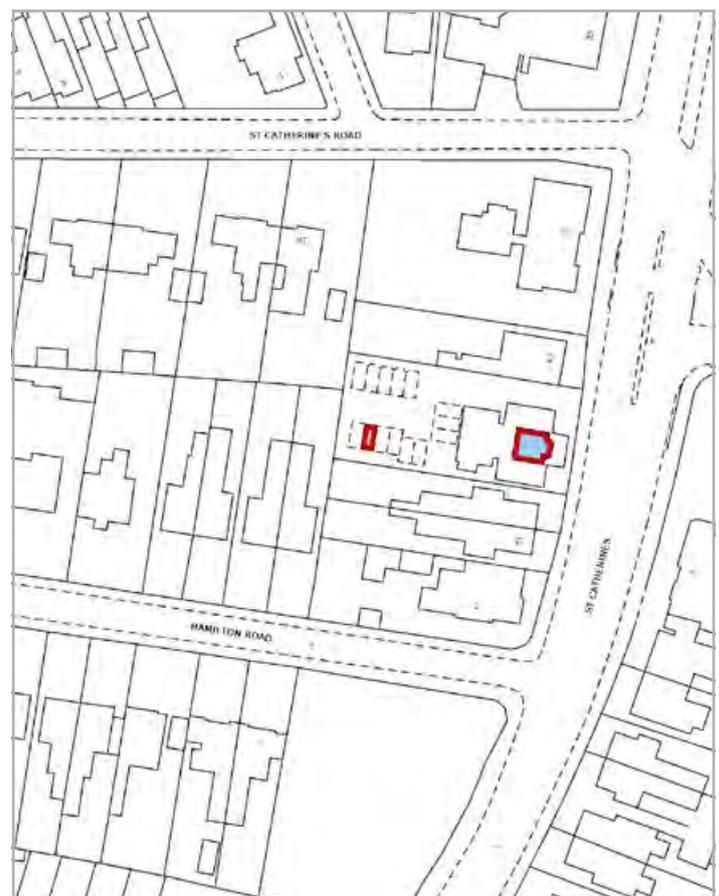
Samantha Robertson-Strong  
Winstons Solicitors  
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Leeds  
LS8 2AL

0113 2185429

srs@winstonsolicitors.co.uk

**Agent**

James Mulhall: 01522 504360



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



**Former Telephone Exchange, Silver Street, Wragby, LN8 5PJ - Guide Price: £25,000 (+ £750 Buyers Fee)**

**Description**

A former telephone exchange building which extends to around 47m<sup>2</sup> (512ft<sup>2</sup>). The property has been previously used as storage, but offers a variety of uses subject to the necessary planning consents.

**Directions**

Entering wragby on the A158 Horncastle Road proceed until you reach a right hand turn onto Silver Street. The property can be found on the left hand side next to the police station.

**Accommodation**

Access via rear door into porch with door to;

**WC 1.91m x 1.23m**

High flush WC, Belfast sink, single glazed casement window to rear elevation, part tiled wall, loft access.

**Main Room 10.50m x 3.13m**

Casement windows to front and side elevation which are currently boarded up, electric meter.

**Outside**

The site offers a small area of ground to the front, side and rear elevations.

**Services**

We understand the property has mains water and drainage, however none of these services have been tested so interested parties are advised to make their own enquiries. The seller has had a quote of around £700 to install mains electric.

**Town & Country Planning**

Interested parties are advised to speak with East Lindsey District Council planning department on 01507 601111 to discuss any proposals they have.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

Strictly by appointment with the Auctioneers. Tel: 01522 504360

**Completion Date**

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

**Auction Bidder Identity Check**

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**Solicitors**

Louise Pepperdine  
 Adie Pepperdine  
 3 The Landings  
 Burton Waters  
 Lincoln  
 LNI 2TU

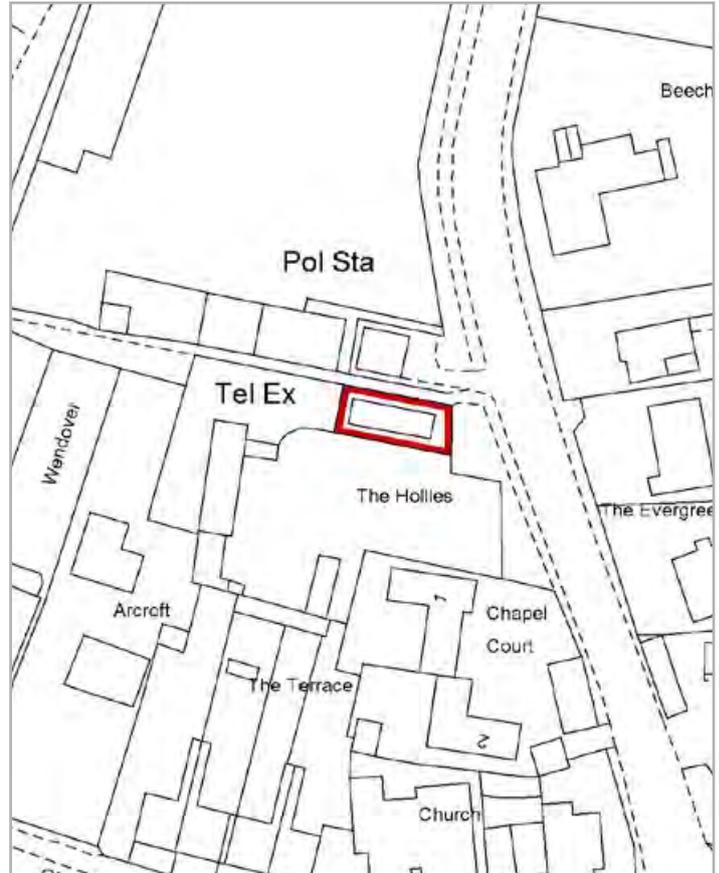


01522 577088

louise.pepperdine@adie-pepperdine.com

**Agent**

James Mulhall: 01522 504360



The attached plans are not to scale, are for identification purposes only and do not form part of any contract



7 Mill Road, Market Rasen, Lincolnshire LN8 3BP - Guide Price £105,000 (+ £750 Buyers Fee)

**Description**

A three bedroom semi-detached property situated in the popular market town of Market Rasen. The ground floor comprises of a lounge, dining/kitchen area, bathroom and a hallway providing access to the large rear garden. The first floor has three bedrooms. The property has been used as a buy to let investment and was previously let at £595 per calendar month. It is now offered with vacant possession and no upper chain.

**Directions**

From Lincoln enter Market Rasen on the A631 until you reach the town center. Turn right onto John Street next to the Advocate Arms and follow the road to the end. Head straight over onto Mill Road, follow the road past Market Rasen Surgery and you will find the property located on your right.

**Accommodation**

Entrance door to hallway leading to:

**Lounge 3.54m x 3.38m**

Double glazed casement window to front elevation, log burner, radiator.

**Dining/Living Area 3.32m x 3.64m**

Double radiator, built in storage.

**Kitchen 2.37m x 4.2m**

Double glazed casement windows to side elevation, fitted wall and base units with stainless steel single drainer sink, built-in oven, four ring gas hob with extractor over, part tiled walls, space and plumbing for washing machine, boiler.

**Hallway**

Double glazed door leading to rear garden.

**Bathroom 1.7m x 2.3m**

Double glazed casement window to and side elevation, three piece suite comprising panelled bath with shower mixer tap, low flush WC, pedestal wash basin, tiled walls, radiator.

**First Floor Landing**

**Bedroom One 2.98m x 3.37m**

Double glazed casement window, radiator.

**Bedroom Two 2.4m x 2.3m**

Double glazed casement window, radiator.

**Bedroom Three 3.32m x 2.59m**

Double glazed casement window, built in storage, radiator.

**Outside**

To the front is a patio garden with a shared passageway to the side elevation leading to the entrance and the fenced and walled garden to the rear.

**Services**

We understand the property has mains water, gas, electric and main sewer connections.

**Tenure & Possession**

Freehold with vacant possession upon completion.

We have been informed that there is a flying freehold over the shared passage.

**Viewing**

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360





### Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

### Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

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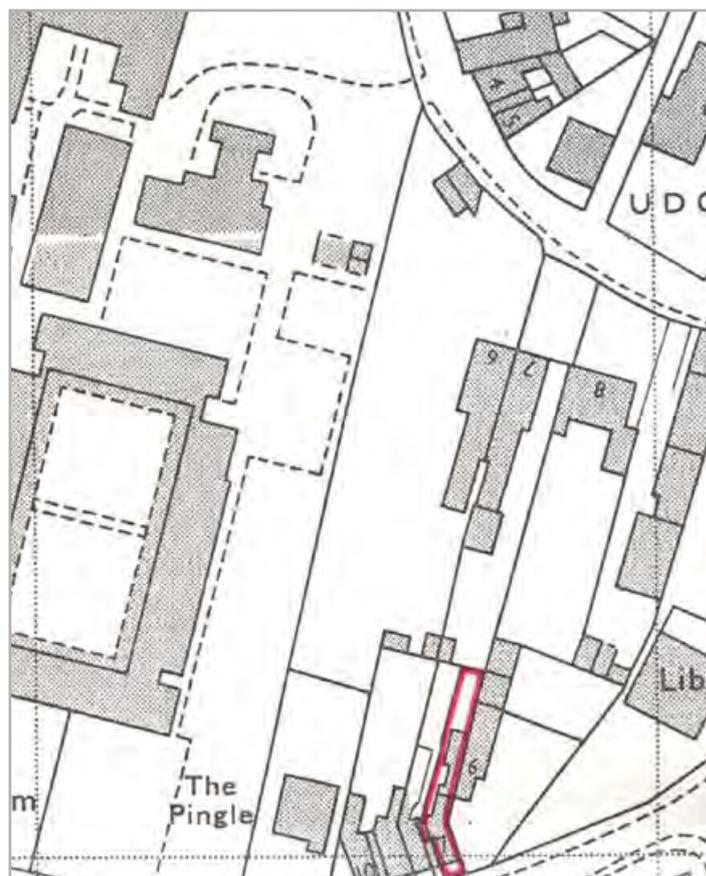
Louise Pepperdine  
3 The Landings  
Burton Water  
Lincolnshire  
LNI 2TU

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### Agents

William Gaunt: 01522 504 322  
James Mulhall: 01522 504360



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



142a Eastgate, Louth, LN11 9AA - Guide Price £130,000 (+ £750 Buyers Fee)

**Description**

A two bedroom, first floor apartment situated within a pair of imposing Grade II listed Georgian mansion houses dating back to 1766. Each property has been sympathetically restored to a high standard and boast many period features together with secure private parking. This well-appointed apartment is located in the well served market town of Louth and briefly comprises a communal entrance hall, entrance hall, lounge, kitchen/diner, two bedrooms, two bathrooms, an allocated parking space and patio within the shared garden.

**Directions**

Entering Louth on Eastfield Road proceed onto Eastgate and the apartment can be found shortly after Morrisons supermarket.

**Accommodation**

**Communal entrance hall**

Opening from Eastgate onto the shared passageway leading to the courtyard parking and laundry room. Further door opening into the communal hallway with original decorative floor tiles, balustrade and spindle staircase rising to the first and second floor apartments. Door leading to the cellar storage area to which each of the three apartments have a designated storage space.

**Door to**

**Landing**

With electric storage heater and step down to

**Kitchen 4.58m x 2.56m**

Single glazed sash window to rear elevation, fitted wall and base units with one and half bowl white ceramic sink, electric oven, four ring electric ceramic hob with extractor over, dishwasher, part tiled walls, door to:

**Hall**

With airing cupboard housing hot water tank.

**Bathroom 2.12m x 1.67m**

Three-piece suite comprising panelled bath, mid flush WC, pedestal wash basin, part tiled walls, extractor, electric storage heater.

**Bedroom One 4.34m x 2.86m**

Single glazed sash window to rear elevation, cast-iron feature fireplace, electric storage heater.

**Lounge 4.23m x 4.12m**

Single glazed sash window to front elevation with secondary glazing, marble fireplace with electric fire inset, electric storage heater, door to

**Bedroom Two**

Single glazed sash window to front elevation with secondary glazing, cast-iron feature fireplace, electric storage heater, door to

**Shower room 4.32 m x 3.28 m**

Three-piece suite comprising shower cubicle, mid flush WC, wash hand basin, heated towel rail, extractor, part tiled walls.

**Outside**

This property boasts a designated block paved garden area with one allocated parking space within the shared rear courtyard. This area is accessed via an electric gate off Church Street. There is a laundry room provision located in the courtyard which offers individual plumbing for a washing machine and space for a tumble dryer.





**Services**

The property offers mains water, electric and mains sewer connections.

**Tenure & possession**

The property is currently let on an assured shorthold tenancy at £500pcm (previously achieving £625pcm in 2017) and will be sold with a new 999 year lease which shall commence on completion of the sale. Ground rent is £1 per annum and the service charge is currently £100 per month which includes: buildings Insurance, basic garden maintenance, communal Area cleaning, gate maintenance and management company statutory administration.

**Viewing**

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

**Completion date**

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

**Auction Bidder Identity Check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

**Solicitors**

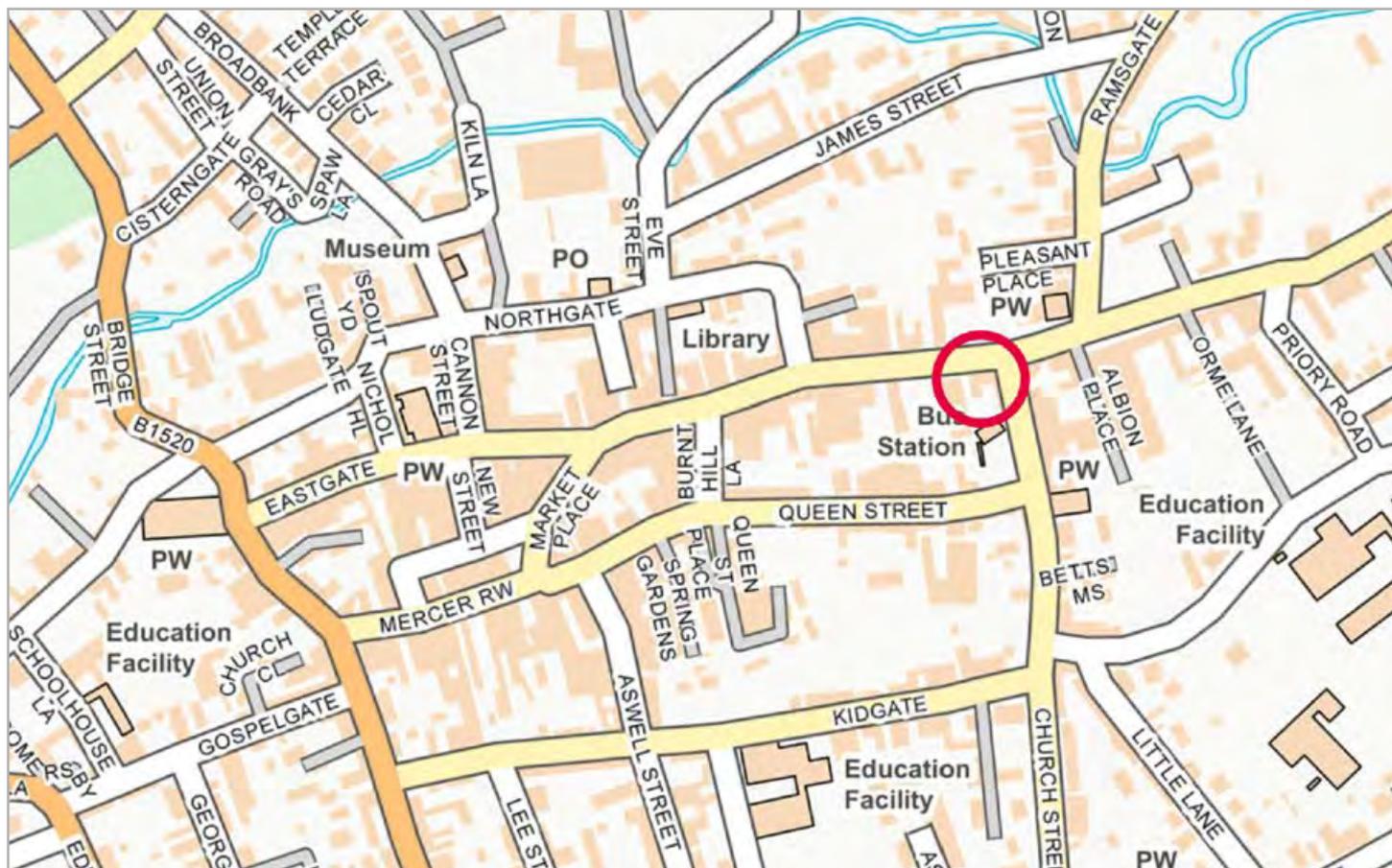
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**Agent**

James Mulhall: 01522 504360



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



142b Eastgate, Louth, LN11 9AA - Guide Price £115,000 (+ £750 Buyers Fee)

**Description**

A one bedroom, second floor apartment situated within a pair of imposing Grade II listed Georgian mansion houses dating back to 1766. Each property has been sympathetically restored to a high standard and boast many period features together with secure private parking. This well-appointed apartment is located in the well served market town of Louth and briefly comprises a communal entrance hall, entrance hall, lounge, kitchen/diner, bedroom, bathroom, allocated parking space and a patio within the shared garden.

**Directions**

Entering Louth on Eastfield Road proceed onto Eastgate and the apartment can be found shortly after Morrisons supermarket.

**Accommodation**

**Communal Entrance Hall**

Opening from Eastgate onto the shared passageway leading to the courtyard parking and laundry room. Further door opening into the communal hallway with original decorative floor tiles, balustrade and spindle staircase rising to the first and second floor apartments. Door leading to the cellar storage area to which each of the three apartments have a designated storage space.

**Entrance hall**

Entrance door leading to a lower landing with an electric storage heater. Staircase rising to;

**Landing**

A well-proportioned space which will accommodate a desk for home working or an occasional chair for reading. Velux roof window, large walk in airing cupboard housing the hot water cylinder/heater, electric storage heater and doors to remaining accommodation.

**Lounge 4.22m x 4.10m**

Sash window to the front elevation with secondary glazing, period style fireplace with marble inset and hearth incorporating a living flame effect electric fire, electric storage heater.

**Kitchen/Diner 4.9m x 2.30m**

Two steps down into the room which has a sloped ceiling with two Velux roof windows to the rear elevation. Fitted base units with one and half bowl white ceramic sink and drainer unit with open shelves over, built in electric oven and four ring ceramic hob, dishwasher, under counter fridge, under counter freezer and electric storage heater. With access to a large boarded eaves storage cupboard off the dining area.

**Bedroom 4.34m x 3.28m**

Sash window to the front elevation with secondary glazing, period fire surround with cast iron open fire grate inset, loft access, electric storage heater.

**Bathroom**

Two steps down into the room which has a sloped ceiling with Velux window to the rear elevation. Three piece suite comprising panelled bath with shower mixer tap, pedestal wash hand basin and mid flush wc, part tiled walls, extractor fan, electric storage heater access to useful eaves storage.

**Outside**

This property boasts a designated block paved garden area with one allocated parking space within the shared rear courtyard. This area is accessed via an electric gate off Church Street. There is a laundry room provision located in the courtyard which offers individual plumbing for a washing machine and space for a tumble dryer.





### Services

The property offers mains water, electric and mains sewer connections.

### Tenure & Possession

The property will be sold with vacant possession and a new 999 year lease, which shall commence on completion of the sale. Ground rent is £1 per annum and the service charge is currently £100 per month which includes: buildings Insurance, basic garden maintenance, communal Area cleaning, gate maintenance and management company statutory administration. The property has until recently been let on an assured shorthold tenancy achieving £433pcm in 2021)

### Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

### Completion date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

### Auction Bidder Identity Check

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### Solicitors

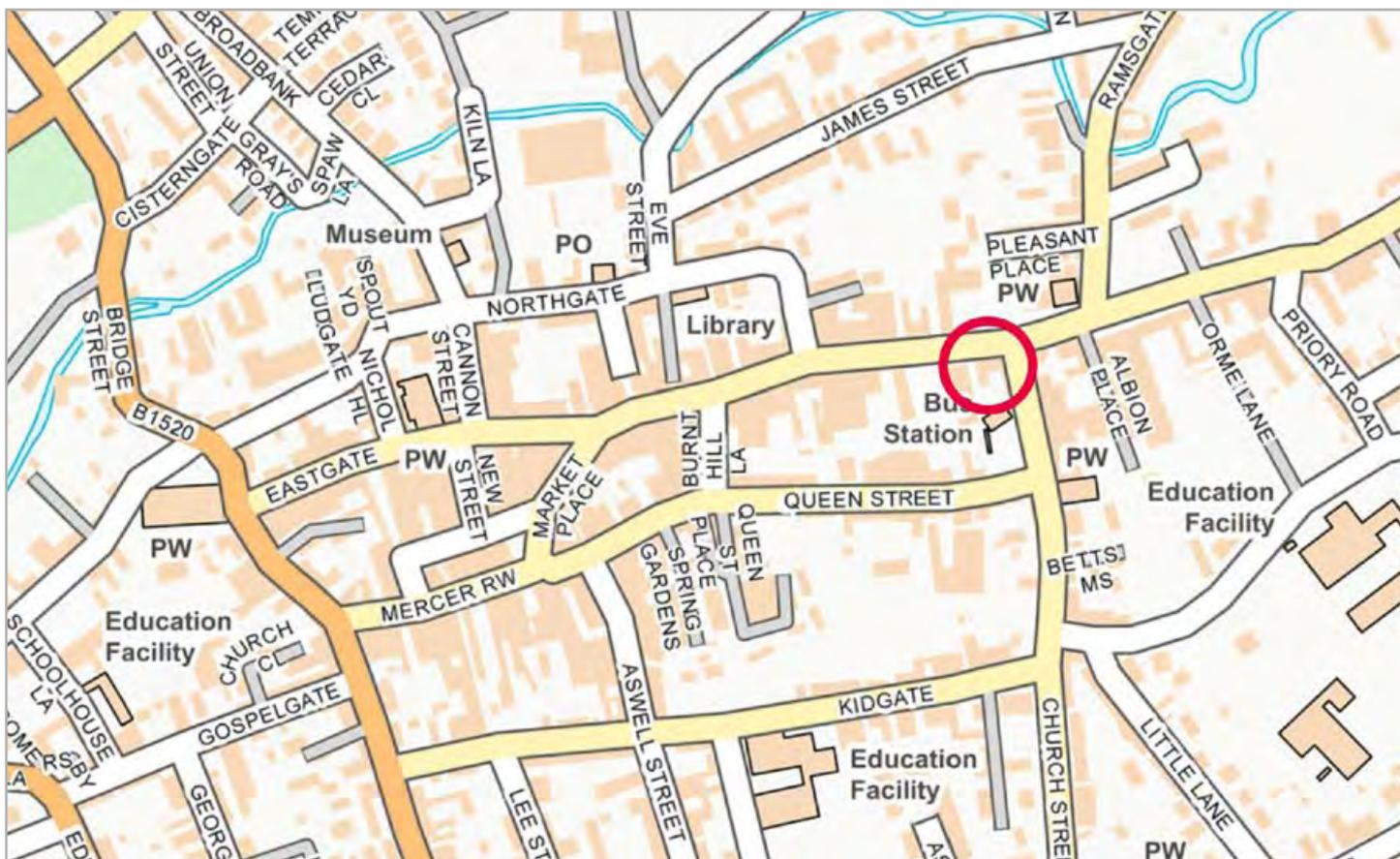
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### Agent

James Mulhall: 01522 504360



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**The Gatehouse, Cooks Lane, Nettleton, LN7 6NL - Guide Price: £170,000 (+ £750 Buyers Fee)**

**Description**

A three bedroom detached property situated in the popular village of Nettleton which lies within the catchment area for Caistor grammar school. The property has been used as a buy to let investment and was previously let at £750 per calendar month but may achieve more in the current market. It is now offered with vacant possession and no upper chain.

**Directions**

Follow the A46 from Market Rasen towards Grimsby until you reach Nettleton. Then turn left onto Cooks Lane and then right again where the property can be found on your right.

**Accommodation**

Entrance door to

**Lounge 5.01m x 4.61m**

Double glazed casement window to front elevation, double glazed French doors to side elevation, double radiator, archway to;

**Dining Room/Study Area 2.89m x 2.54m**

Double glazed casement window to side elevation, double radiator.

**Kitchen/Diner 7.56m x 3.09m**

Double glazed casement windows to front, side and rear elevations, fitted wall and base units with stainless steel single drainer sink, built-in oven, four ring gas hob with extractor over, part tiled walls, space and plumbing for washing machine, double radiator, boiler.

**First floor Landing**

With loft access built-in storage, single radiator.

**Bedroom One 4.20m x 2.63m**

Double glazed casement window to front elevation, single radiator, door to

**En-suite shower room 2.74m x 1.26m**

Three piece suite comprising shower cubicle with dual shower, low flush WC, pedestal wash basin, parts tiled walls, single radiator, extractor.

**Bedroom Two 4.54m x 2.65m**

Double glazed casement windows to front and side elevations, single radiator.

**Bedroom Three 3.31m x 2.79m**

Double glazed casement window to side elevation, single radiator.

**Bathroom 2.93m x 1.95m**

Double glazed casement window to and side elevation, three piece suite comprising panelled bath with shower mixer tap, low flush WC, pedestal wash basin, part tiled walls, extractor, single radiator.

**Outside**

The property has off street parking and a low maintenance walled garden to the front and side elevations. Please note there is no rear garden to the property.

**Services**

We understand the property has mains water, gas, electric and main sewer connections.

**Tenure & Possession**

Freehold with vacant possession upon completion.





### Viewing

Please contact the Auctioneers for details of open viewing days.  
Tel: 01522 504360

### Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

### Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

### Solicitors

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### Agent

James Mulhall: 01522 504360



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**Development Site, School Lane, Silk Willoughby, Sleaford, NG34 8PG - Guide Price: £450,000 (+ £750 Buyers Fee)**

**Description**

An attractive development site extending to around 1.04 acres in the rural village of Silk Willoughby. There is full planning permission for the erection of four detached dwellings with garages, associated roadworks and site works.

**Proposed Accommodation floor Areas**

Plot 1	233m <sup>2</sup>	2,507 sq ft
Plot 2	250m <sup>2</sup>	2,690 sq ft
Plot 3	258m <sup>2</sup>	2,777 sq ft
Plot 4	256m <sup>2</sup>	2,755 sq ft

**Directions**

From the A15 Holdingham roundabout follow the A15 South until you reach a left turn towards Silk Willoughby. Follow London Road and then turn left onto School Lane where the property can be found on the left just after the post office.

**Boundaries**

It will be the responsibility of the buyer to erect the proposed boundaries as per the planning permission.

**Town & Country Planning**

The site was granted full planning permission on the 28th May 2019 under application number 18/1371/FUL by North Kesteven District Council for the erection of four detached dwellings with garages, associated roadworks and site works. Copies of the decision notice and plans can be found on the nkdc planning portal or via the auctioneers.

**Easements Wayleaves & Rights Of Way**

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue. We understand that Aswarby Estate will have a right of way over the main access to enter the balance of the land to the rear which is currently laid to grass and used to graze sheep.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

**Completion Date**

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

**Auction Bidder Identity Check**

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**Solicitors**

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**Agent**

James Mulhall: 01522 504360





PLOT 3

NORTH ELEVATION

PLOT 2

SECTION

EAST ELEVATION PLOT 2



PLOT 2

SOUTH ELEVATION

PLOT 3

EAST ELEVATION PLOT 3

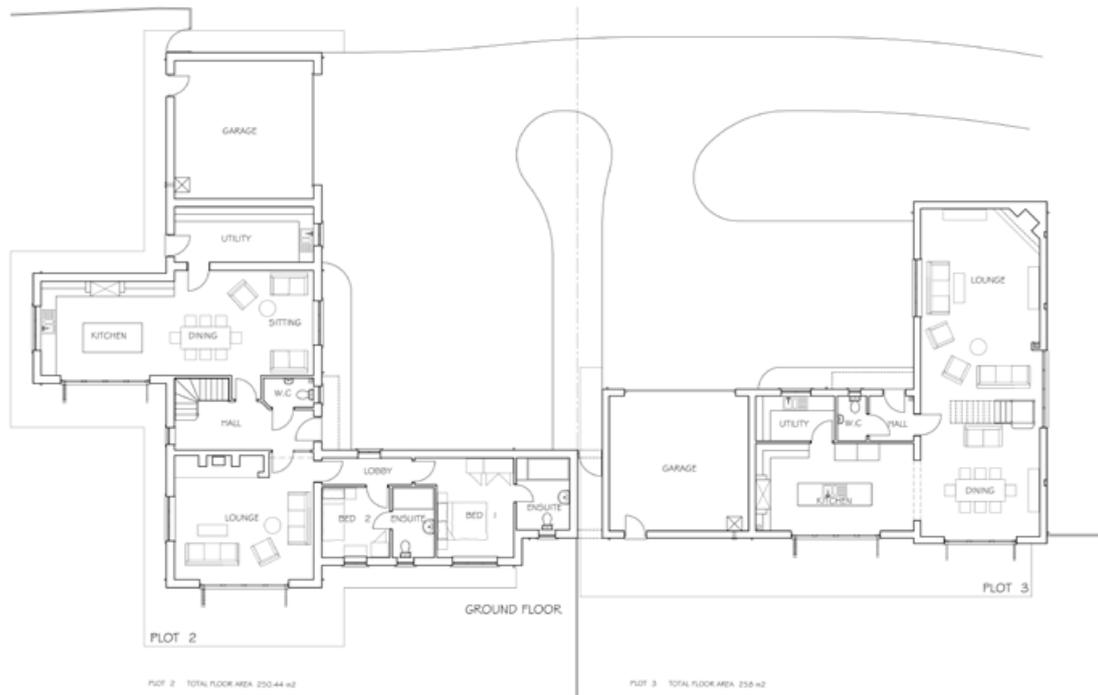
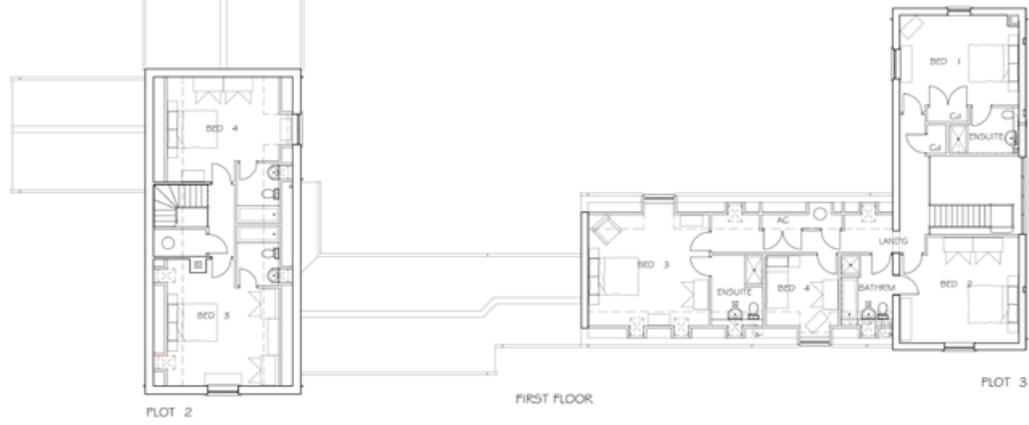


WEST ELEVATION PLOT 2

WEST ELEVATION PLOT 3

SECTION

Plot Two & Three Floorplans



Plot Four Elevations & Floorplans

## Proof of Identity

- > All bidders must provide proof of identification and address in order to be able to bid prior or at the auction to comply with anti-money laundering regulations.
- > Original documents must be provided
- > You must supply at least one document from each list below to proceed with a purchase.

### List A

- > Current signed passport
- > Current UK photocard driving licence
- > Current Full UK driving licence (old style)
- > Residential permit issued from the home office to EU nationals
- > Benefit book or notification letter from the benefits agency
- > Inland revenue tax notification
- > Fire arms certificate

### List B

- > Utility bill issued within past 3 months
- > Local authority tax bill (valid for current year)
- > Bank, building society or credit union statement (must contain current address)
- > Most recent mortgage statement
- > Confirmation from electoral roll

## Deposits

Will be accepted by one of the following methods:

- > Online transfer, Debit card, Cheque or Bankers Draft - Credit cards and cash are NOT accepted

## Contact Us

Please call **01522 504360** to supply your identity documents prior to auction





**Lymn Bank Farm House, Thorpe St. Peter, Skegness, PE24 4PJ - Guide Price: £199,000 (+ £750 Buyers Fee)**

**Description**

A charming Grade II listed cottage nestling in a generous plot of around 0.34 of an acre with far reaching countryside views to the rear. Originally dating from 1740 with later alterations the accommodation offers two reception rooms, breakfast kitchen and utility to the ground floor with three bedrooms and two bathrooms to the first floor. The property does need some finishing works internally as well as some work to separate the services from the sellers retained property.

**Accommodation**

Entrance via solid wood door into:

**Entrance Hall**

Tiled flooring.

**Reception One 5.03m x 3.94m**

Wooden sliding sash window to front and side elevations, exposed beamwork, Inglenook fireplace, cast iron log burner, solid wood flooring, radiator.

**Reception Two 3.48m x 3.91m**

Wooden sliding sash window to front elevation, exposed beam work, fireplace with cast iron burner, cupboard, radiator. Stairs rising to first floor landing.

**Breakfast Kitchen 4.47m x 3.61m**

Wooden partially double glazed door to side elevation, solid wood door to further side elevation, Wooden sliding sash windows to side elevation, matching base units, roll top work surfaces, stainless steel one and half bowl sink with drainer, halogen hob, NEF oven, space for fridge freezer, breakfast bar, tiled flooring, wood panelling, exposed beam work.

**Utility**

Wooden sliding sash to side elevation, shelving, plumbing for washing machine, tumble dryer, tiled flooring.

**First Floor Landing**

Wooden sliding sash window to front elevation.

**Bedroom One 3.96m x 3.58m**

Wooden sliding sash window to side elevation, exposed beams, stripped and stained floorboards, built in cupboards.

**En-suite Shower Room**

Three piece white suite, principally tiled, stripped and stained floorboards, radiator.

**Inner Landing**

Wooden sliding sash to side elevation.

**Bedroom Two 4.04m x 4.95m**

Wooden casement window to rear elevation, cupboard housing boiler, stripped and stained floorboards, vaulted ceiling, wood panelling, exposed beam.

**Bedroom Three 4.52m x 3.68m**

Wooden sliding sash window to side elevation, exposed beam work.

**Main bathroom**

Wooden sliding sash window to side elevation, three piece suite comprising wash hand basin, low level WC, claw foot double ended bath, tongue and groove panelling to dado height, heated towel rail, stripped and stained floorboards.





**Outside**

Brick block driveway, gardens mainly laid to lawn, plethora of mature trees and hedging, courtyard to kitchen side, brick and pantile outbuilding, solid door with casement window, decking area, far reaching country views.

**Services**

The property currently shares a water, gas and sewer connection with the sellers retained property. Therefore the buyer will be required to install and sub meter where necessary suitable service provision for the cottage following completion. Further details and time scales of this will be available in the legal pack.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

Strictly by appointment with the Auctioneers. Tel: 01522 504360

**Completion Date**

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

**Auction Bidder Identity Check**

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**Solicitors**

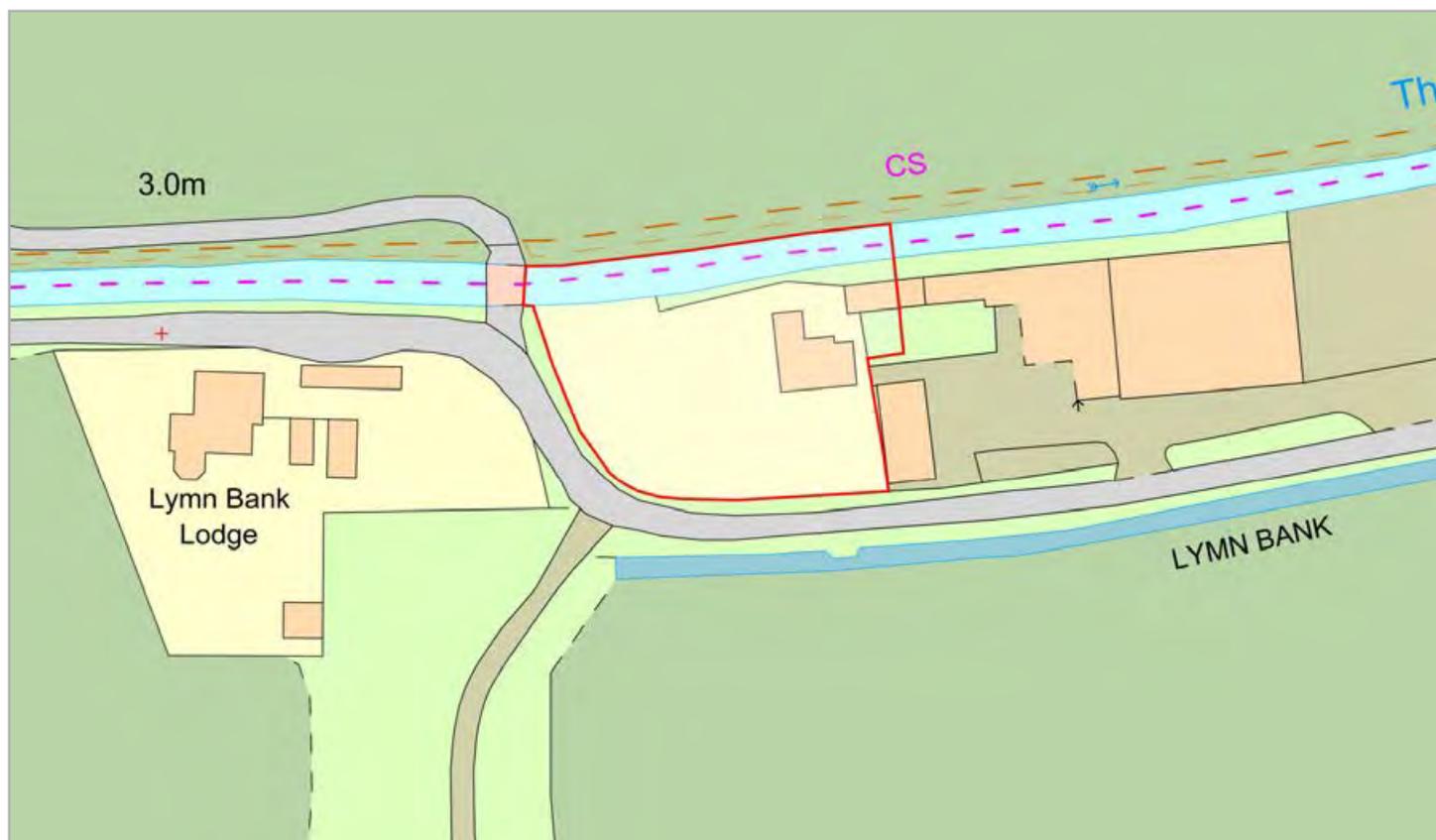
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**Agent**

James Mulhall: 01522 504360



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**24 Newport, Lincoln, LNI 3DF - Guide Price: £275,000 (+ £750 Buyers Fee)**

**Description**

A refurbished four bedroom townhouse situated in the sought after Bailgate area of Lincoln. The well-proportioned accommodation is set over three floors, briefly comprising two reception rooms, kitchen/diner and WC to the ground floor. Three double bedrooms, family bathroom and WC to the first floor. Leaving a generous master bedroom with dressing area and shower room on the second floor. Outside the front offers a small walled area with planting and the rear offers parking for two vehicles along with a brick block to patio with wooden screens.

**Directions**

Entering Lincoln on the B1398 Burton Road proceed over the roundabout and head towards the Castle. Turn left onto Rasen Lane and then left onto Newport where the property can be found on your right.

**Accommodation**

Enter via front door to:

**Hallway**

With original tiled floor, stairs to first floor, modern vertical radiator, door to:

**WC**

Two piece suite comprising low flush WC and pedestal wash basin.

**Reception One 4.15m x 3.61m**

Double glazed Bay window to Front elevation with wooden blinds, double radiator, archway to

**Reception Two 4.16m x 2.95m**

Fitted dresser, double radiator, door to:

**Rear hall 4.14m x 1.22m**

Double glazed door to rear elevation, two double glazed Velux windows, archway to:

**Kitchen/diner 6.27m x 3.00m**

Double glazed casement window to rear with wooden blinds, further double glazed casement window to side, fitted wall and base units with Belfast sink, built-in dishwasher, Kenwood five ring gas range with extractor over, wine fridge, boiler, underfloor heating, two modern vertical radiators, original tiled floor, further storage island with built-in drawers and cupboards.

**First floor**

**Bedroom One 4.90m max x 4.15m max**

Double glazed casement windows to front with wooden shutters, double radiator.

**Bedroom Two 4.15m x 2.94m**

Double glazed casement window with wooden blinds to rear, double radiator.

**Bedroom Three 3.07m x 2.78m**

Double glazed casement window to rear with wooden blinds, double radiator.

**Bathroom 2.18m x 2.09m**

Double glazed casement window to side with wooden blinds, two piece suite comprising P shaped panelled bath, wash basin in vanity unit, feature radiator, part tiled walls and tiled floor.

**WC**

Double glazed casement window to side with wooden blinds, two piece suite comprising low flush WC and wash hand basin in vanity unit, part tiled walls, tiled floor.

**Landing**

With single radiator.

**Second floor**

**Bedroom Four 4.17m max x 4.54m max**

Double glazed casement windows to front with wooden blinds, wooden paneling, double radiator, built-in wardrobe.

**Landing**

With door to:

**Dressing Area 2.15m x 1.99m**

With double glazed Velux window and eaves storage, archway to

**Shower room 2.55m max by 2.12m max**

Double glazed Velux window, three-piece suite comprising shower





cubicle, low flush WC, wash basin in vanity unit, heated towel rail, part tiled walls.

### Outside

The front elevation offers a small walled area with planting. The rear elevation offers parking for two vehicles along with a brick block to patio with wooden screens.

### Services

We understand the property offers mains water, gas, electric and main sewer connections.

### Amenities

The property is situated in the desirable Cathedral Quarter which boasts a variety of restaurants, cafes, butchers, bakery, grocer and various boutique shops. Excellent state and private sector schools, (both primary and secondary) can be found within walking distance, along with the Bishop Grosseteste University. The City Centre is also a few minutes' walk down the hill and is a thriving City Centre that is developing more each year aided by Lincoln University.

### Viewing

Please contact the Auctioneers for details of open viewing days.  
Tel: 01522 504360

### Completion Date

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### Auction Bidder Identity Check

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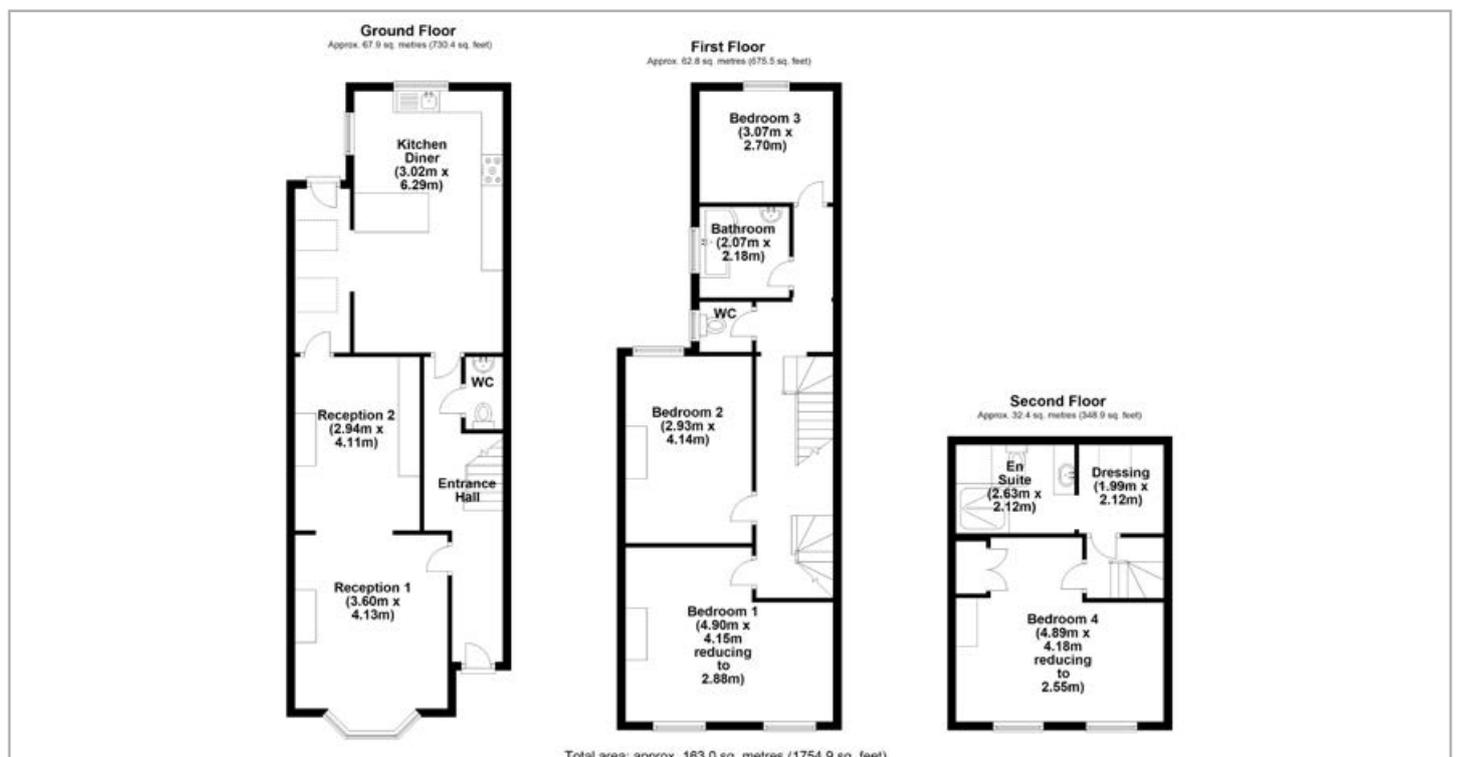
### Solicitors

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[ts@burstalls.co.uk](mailto:ts@burstalls.co.uk)

### Agent

James Mulhall: 01522 504360



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**Girton farm bungalow, New lane, Girton, Newark, NG23 7HY - Guide Price: £250,000 (+ £750 Buyers Fee)**

**Description**

A three/four bedroom detached bungalow set in around 1.50 acres of grass paddock. The property is situated in a rural location away from the main A1133. Please note the agricultural occupancy condition has been removed under application number 21/01863/S73.

**Directions**

The property is situated in a rural location and can be found by following the A1133 from Newton on Trent towards Collingham. Shortly after the turning for Spalford you will reach a left hand turn signposted New Lane. Follow this road and the property can be found on your left hand side after around half a mile.

**Amenities**

A wealth of amenities can be found in nearby Collingham including Schooling, shops, doctors, public houses and a train station.

**Accommodation**

**Ground Floor**

**Hallway**

Stairs rising to first floor with storage underneath, single radiator.

**Lounge 3.79m max x 4.19m**

Double glazed casement window to front elevation, double radiator, open fire.

**Bedroom One/Dining Room 3.69m x 3.38m**

Double glazed casement window to front elevation, single radiator.

**Bedroom Two 2.99m x 3.38m**

Double glazed casement window to rear elevation, single radiator.

**Bathroom 1.95m x 1.93m**

Double glazed casement window to rear elevation, three piece suite comprising panelled bath, pedestal wash basin and mid flush WC, extractor, single radiator.

**Kitchen 2.89m x 3.41m**

Double glazed casement window to rear elevation, fitted wall and base units, stainless steel single drainer one and half sink, single radiator, pantry area, door to:

**Rear Porch**

Door to storage room which houses the boiler.

**First Floor**

Landing with two storage cupboards.

**Bedroom Three 2.53m x 3.31m**

Double glazed casement window to side elevation, single radiator.

**Bedroom Four 4.18m x 3.01m**

Double glazed casement window to side elevation, single radiator, storage cupboard. Please note there is a chimney stack running through the centre of this room.

**Outside**

The property sits at the front of the plot and owns the access track to the west. It has a large parking area and a detached single garage to the front elevation. The rear elevation is mainly laid to grass with an open bay agricultural building and further timber storage shed.





### Services

The bungalow has mains water and mains electric with the central heating being provided by a bottled LPG gas supply. Sewerage is to a septic tank.

### Town & Country Planning

Please the agricultural occupancy condition has been removed and the full detail can view on the Newark & Sherwood district council planning portal under application number 21/01863/S73 or from the auctioneers legal pack.

### Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

### Tenure & Possession

Freehold with vacant possession upon completion.

### Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

### Viewing

Please contact the Auctioneers for details of open viewing days.  
Tel: 01522 504360

### Solicitors

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### Agent

James Mulhall: 01522 504360



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**Holton Manor, Holton-cum-Beckering, Market Rasen LN8 5NG - Guide Price £345,000 (+ £750 Buyers Fee)**

**Description**

Buried beneath the overgrown site lies a fantastic opportunity to acquire this detached period residence which is in need of full renovation to restore it to its former glory. Pleasantly situated next to the Church in the heart of the village, the property offers spacious accommodation in excess of 3,400 sq.ft and occupies a generous plot of around 0.5 acres.

**Directions**

From Lincoln head towards Wragby on the A158, turn left onto the B1399 when signposted Holton and continue until reaching the village of Holton-cum-Beckering where the property can be found on your left hand side just before the Church.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

Strictly by appointment with the Auctioneers. Tel: 01522 504360

**Completion Date**

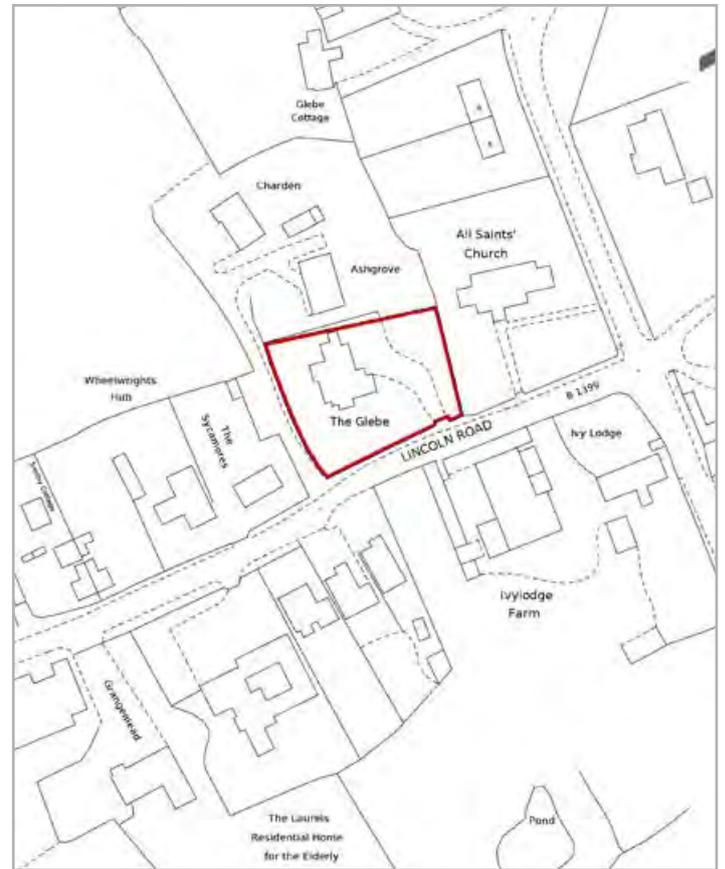
This lot will be sold with a 10% deposit and up to 8 weeks for completion.

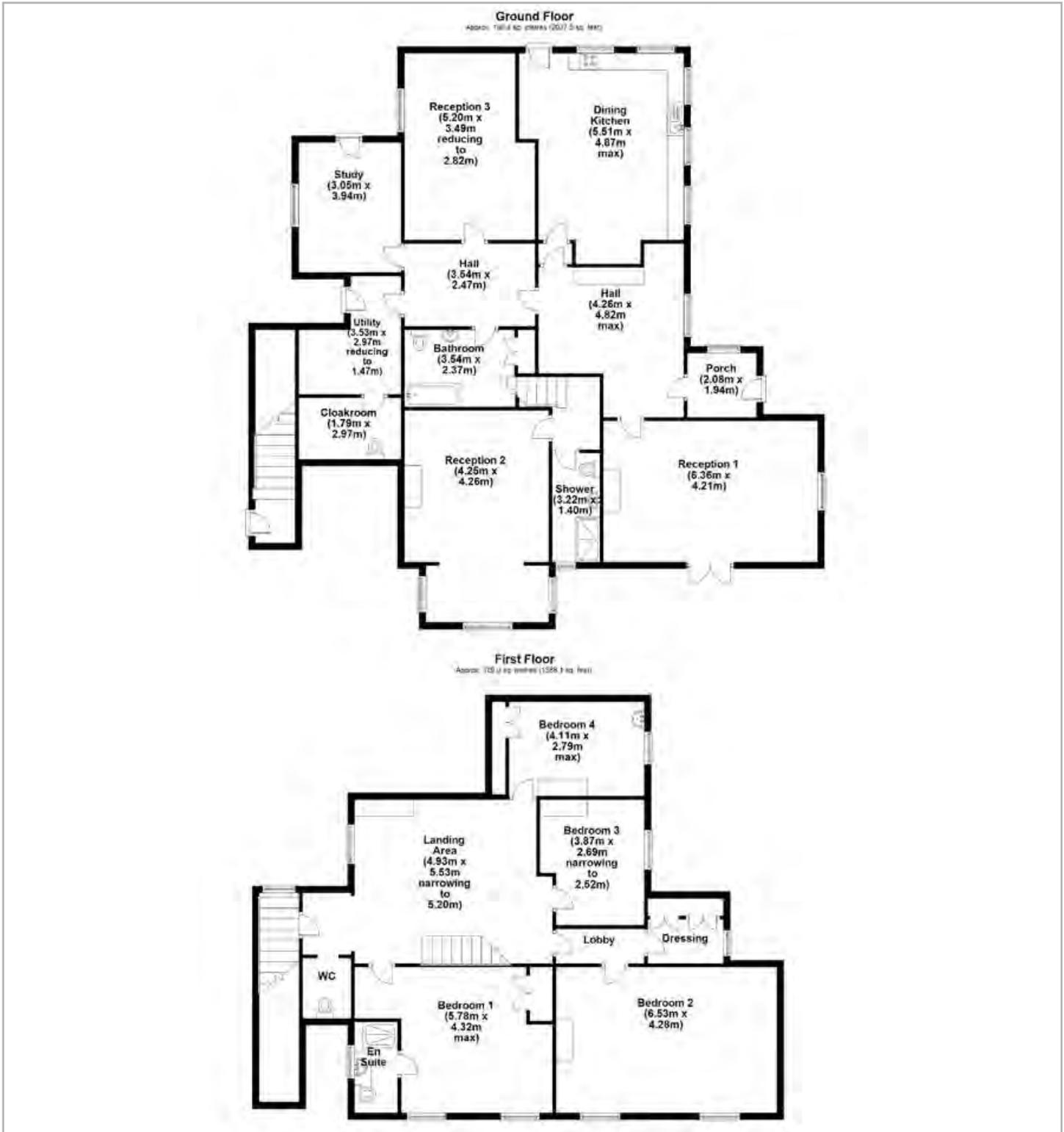
**Auction Bidder Identity Check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

**Agent**

James Drabble or James Mulhall: 01522 504360





The attached plans are not to scale, are for identification purposes only and do not form part of any contract.

# Common Auction Conditions for Auctions of Real Estate in England and Wales Edition 4

## GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

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

## ACTUAL COMPLETION DATE

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

## ADDENDUM

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

## Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

## Approved Financial Institution

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

## ARREARS

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

## ARREARS Schedule

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

## AUCTION

The AUCTION advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

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

## AUCTIONEERS

The AUCTIONEERS at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## Catalogue

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

## COMPLETION

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

## Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## CONTRACT

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

## CONTRACT DATE

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

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

## DOCUMENTS

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

## EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30. Financial Charge A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge).

## General Conditions

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

## INTEREST RATE

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

## LOT

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

## Old ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## Ready to Complete

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (and US and OUR)

The AUCTIONEERS.

## YOU (and YOUR)

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

## A1 Introduction

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

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

## A2 OUR role

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 or fails to provide identification as required by the AUCTIONEERS.

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

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

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

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

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

## A3 Bidding and reserve PRICES

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

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

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

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

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

## A4 The PARTICULARS and other information

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

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

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

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

## A5 The CONTRACT

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

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

A5.3 YOU must before leaving the AUCTION

(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US); (b) sign the completed SALE MEMORANDUM; and (c) pay the deposit.

A5.4 If YOU do not WE may either

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

A5.5 The deposit

(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment); (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations; (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

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

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

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

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

## A6 Extra Auction Conduct Conditions

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

## General Conditions of Sale

Words in small capitals have the special meanings defined in the Glossary. The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disappled or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

## GI The LOT

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

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

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

GI.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, under 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. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

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

G1.8 The BUYER buys with full knowledge of (a) the DOCUMENTS, whether or not the BUYER has read them; and (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

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

## G2 Deposit

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

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

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

## G3 Between CONTRACT and COMPLETION

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

- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER

- (a) must produce to the BUYER on request all relevant insurance details;
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- (c) gives no warranty as to the adequacy of the insurance;
- (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
- (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
- (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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

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

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

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

## G4 Title and identity

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

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

- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five

BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

(c) If title is in the course of registration, title is to consist of:

- (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
  - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

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

- (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(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

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

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

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

## G5 TRANSFER

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

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

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

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

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

- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
- (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
- (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

## G6 COMPLETION

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

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

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

- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
- (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

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

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

## G7 Notice to complete

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

G7.2 The person giving the notice must be READY TO COMPLETE.

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

- (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 or sublet is required this CONDITION G9 applies.

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

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

G9.4 The SELLER must (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly

- (a) 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 SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

## G10 Interest and apportionments

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

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

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

- (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 (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (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.

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

## G11. ARREARS

### Part 1 - Current rent

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

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

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

### Part 2 - BUYER to pay for ARREARS

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

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

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

### Part 3 - BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS (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 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

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

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

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

- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit

deed and indemnify the SELLER in respect of any breach;  
(b) give notice of assignment to the tenant; and  
(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### G14 VAT

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

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

#### G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

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

G15.2 The SELLER confirms that the SELLER:

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

G15.3 The BUYER confirms that

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

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

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

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

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

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

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

#### G16 Capital allowances

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

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

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

G16.4 The SELLER and BUYER agree:

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

#### G17 Maintenance agreements

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

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

#### G18 Landlord and Tenant Act 1987

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

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

#### G19 Sale by PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;  
(b) for such title as the SELLER may have; and  
(c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

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

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

#### G20 TUPE

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

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

(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.  
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.  
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTs of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.  
(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

#### G21 Environmental

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

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

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

#### G22 Service Charge

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

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

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

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

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

(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or  
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

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

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

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

### G23 Rent reviews

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

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

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

G23.4 The SELLER must promptly:

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

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

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

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

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

### G24 TENANCY renewals

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

### G25 Warranties

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

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

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

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

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

### G26 No assignment

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

### G27 Registration at the Land Registry

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

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

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

- (a) apply for registration of the TRANSFER;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
- (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

### G28 Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 17:00 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

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

### G29 CONTRACTs (Rights of Third Parties) Act 1999

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

### G30 EXTRA GENERAL CONDITIONS

