



ESTABLISHED 1900

*Pearsons Property Auction*  
Wednesday 1st April 2026

Commencing at 11am at the  
Brooks Suite, Silverlake Stadium,  
Stoneham Lane, Eastleigh, SO50 9HT





## Notes from the Rostrum

With 16 lots on offer and still available at the time of going to print, we look forward to seeing you at our sale being held on Wednesday 1st April 2026. Following on from our successful auction in February, we continue to see and increase in activity, viewing levels and legal pack downloads. This provides us with a good indication that parties are preparing themselves to be able to bid. We are certainly excited at the prospect of having a busy auction room.

As ever, we have an eclectic mix of properties which I will briefly run through with you. Starting on the Isle of Wight we have a tenanted studio apartment in Cowes guided at £60,000 with a yield of £550.00 per calendar month. On the mainland we have a block of investment flats located on the seafront at Hayling Island guided at £1,450,000, all with tenants in situ currently yielding £82,392 annually. Sanderling Lodge, Gosport, a purpose built two-bedroom flat with an en-suite to the master bedroom having views across Portsmouth Harbour and gated parking guided at £180,000.

In Horndean, we have an extended detached chalet bungalow on a generous plot in need of modernisation with a detached annex guided at £425,000. If properties that require modernising are what you are looking for, we have a number available in this auction. Fareham Road, Gosport is a two/three-bedroom detached house guided at £180,000. Trent Way in West End is a two-bedroom semi-detached bungalow, with two loft rooms guided at £200,000. Lichfield Road is a double bay and forecourt three-bedroom house in Baffins, Portsmouth guided at £175,000.

If commercial properties are more up your street, excuse the pun, Amarcord in Ventnor offers a restaurant premises to the lower ground, ground and first floors with a two-bedroom apartment to the top floor, this is guided at £195,000. We have one retirement property available, Bellair House in the heart of Havant is a one-bedroom flat guided at £60,000.

Calling all investors, we have a maisonette in Gannet House,

Southsea guided at £160,000 with direct views over Southsea Tennis Club to include a share of the Freehold. Guided at £90,000, Arnwood Court, Gosport is a three-bedroom maisonette with tenants in situ currently achieving £1,093 per calendar month. Lyburn Court, Southampton is a vacant one-bedroom flat guided at £108,000 within walking distance of the General Hospital and has the additional benefit of a garage. White Star Place, central Southampton and is guided at £120,000. This purpose built two-bedroom flat could command a rental income of £1,100 - £1,200 per calendar month and has allocated parking. Finally, Cleethorpes Road, Sholing is a three-bedroom semi-detached bungalow guided at £225,000 and has previously been let out but would equally serve as a lovely family home.

In Trampers Lane, North Boarhunt we have a unique opportunity to buy a pair of semi-detached three-bedroom properties with open country views being offered for sale as two separate lots. Both require extensive modernisation and are of a sub-standard construction and are each guided at £180,000. These truly represent an exciting proposition for someone to create family homes in a sought-after location. In our opinion, these are the star lots of the auction.

As you can see, from the above and by looking through the catalogue, there's a great mix of properties available to you and trust that something has caught your eye. The legal packs are starting to appear on a daily basis, and if, you have any specific enquiries about any of the properties listed, please feel free to contact myself, Gary or Jo on 023 8047 4274 or [auctions@pearsons.com](mailto:auctions@pearsons.com).

Equally, if you have a property to sell that you think might be suitable for auction, please contact us or one of the branches.

I look forward to seeing you on the day and wish you the best of luck with your bidding!

**Brett Austin Auctioneer**



# *Pearsons Public Property Auction*

## *Wednesday 1st April 2026*

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# Important notice to prospective buyers

## 1. Particulars of Sale

- 1.1 Prospective Buyers are advised to check the Particulars of any property to ensure that they are satisfied as to the accuracy of all measurements, areas, details of leases and all other matters subject to which the property is sold or has the benefit of. This should be done by making an inspection of the property and by making all necessary enquiries with the auctioneers and vendor's legal advisors. The Prospective Buyer should also make all necessary searches and enquiries of appropriate authorities including local authorities. All measurements and areas referred to in the Particulars are approximately only.
- 1.2 No warranty is given as to the accuracy of any photographs and plans in the catalogue relating to the particular property to be offered for sale. They are provided to assist only in the location of the property. They should not be deemed to show the extent of the said property.
- 1.3 Prospective Buyers shall be deemed to have inspected the relevant property and to have made all necessary and appropriate enquiries and searches.

## 2. Inspection

Inspection of properties can only be made by prior arrangement and with the consents of Pearsons. Pearsons should be approached to make the appropriate arrangements.

## 3. Structure & Contamination

- 3.1 Prospective Buyers are strongly advised to consult their professional advisers in respect of the structure and possible contamination or pollution of any property to be sold. If necessary a full structural and environmental survey should be carried out by a professional qualified person.
- 3.2 No representation, warranty or undertaking whatsoever is made or intended to be made in respect to:
  - a) The state of the structure of any property or condition, any fixtures fittings equipment or other items expressed to be included in the sale of any property.
  - b) The type of structure or whether such structure is adequate or properly constructed or otherwise whatsoever in relation to the state of repair of suitability of such structure or the fixtures fittings or other equipment thereon.
  - c) Whether or not there is any contamination or pollution in relation to the property to be sold or any other property in the neighbourhood
  - d) Whether or not it complies with planning and building regulations or any legislation relating to the environment or contamination, pollution or dangerous or potentially dangerous substances.

## 4. Conditions of Sale

- 4.1 The attention of Prospective Buyers is drawn to the Conditions of Sale relating to any property to be sold. Buyers should note that the Conditions of Sale relating to a particular property may be obtained from Pearsons or the Vendor's legal advisers.
- 4.2 Prospective Buyers should note that there may be additions or amendments to the Particulars or Conditions of Sale. An Addendum relating to these amendments will be available at the Auction.
- 4.3 Buyers will be deemed to have read and considered the Particulars, Conditions and Addendum and have full knowledge of these and all documents and other matters referred to.
- 4.4 Prospective Buyers are strongly advised to consult their legal advisers in respect of the matters referred to in this paragraph.

## 5. Prior Sales

- 5.1 Prospective Buyers are strongly advised that they should contact Pearsons the day before the Auction to enquire whether a particular lot will be offered for sale at Auction or whether it has been withdrawn or sold.
- 5.2 Neither Pearsons nor the Seller will be responsible for any losses or abortive costs incurred by the Prospective Buyer's in respect of Lots which are either withdrawn or sold prior to the Auction.

## 6. Sale of Property

- 6.1 Buyers should note that a legally enforceable Contract of Sale of the relevant property arises as soon as it has been "knocked down" to the Buyer at the Auction.
- 6.2 The bidder must then complete and sign the Memorandum of Sale and pay the required deposit. In default of such being provided at once Pearsons will be entitled to re-submit the property for sale and may treat the Buyer as being in breach of Contract. Such action will be taken without prejudice to any claim there may be against the Buyer for breach of Contract.
- 6.3 Before the end of the Auction, the successful bidder should arrange for a part of the Sale Memorandum to be signed by or on behalf of the Buyer. Unless the Seller agrees otherwise the property will only be transferred to the Buyer named in the Buyer's Slip and Sale Memorandum or Contract completed by the successful bidder. Specific Buyers must be named. Properties cannot be transferred to an un-named "nominee" or "agent".
- 6.4 Unless otherwise stated in the Conditions of Sale, the property will be at the Buyer's risk on being sold at the Auction. The Buyer should make his own arrangement for insurance immediately.

## 7. Deposit

- 7.1 The Buyer must provide a deposit cheque of 10% of the Purchase Price subject to a minimum of £3,000 per lot on the relevant property being "knocked down". Cash deposits are not acceptable.
- 7.2 The deposit must be paid when the Memorandum of Sale is completed.
- 7.3 A separate deposit will be requested in respect of each lot purchased made payable to Pearsons Southern Ltd.
- 7.4 Unless otherwise specified, cheques will be accepted. Cheques must be drawn on a bank or branch of a bank in the United Kingdom. Any other cheques may be rejected.

## 8. Proof of identification and funding

Please note it is a obligation under the Money Laundering Regulations 2017 that you provide one form of identification from each of the categories listed below, plus proof and source of funding:

### Category A (To confirm personal identity)

Current Signed Passport  
 Current UK Photo Driving Licence  
 National Identity Card/Passport (overseas client)  
 UK Armed Services ID Card  
 Police/Other Government department ID Card  
 Firearms Certificate (from Chief Constable)

### Category B (To confirm address)

Recent Utility Bill (no older than 3 months)  
 Bank/Building Society/National Savings Statement  
 Local Authority Council Tax or Business Rate Bill  
 Mortgage Statement  
 Local Authority Rent Card/Tenancy Agreement  
 Benefit Book or Benefits Agency Letter

## 9. Buyers Fee

- 9.1 Each successful buyer or bidder will be required to pay the Auctioneers Pearsons a non-refundable buyer's fee of £500 plus VAT (£600 inc VAT). On purchases below £10,000 the buyer's fee will be £250 plus VAT. The fee becomes payable on each lot on the fall of the hammer.
- 9.2 We recommend that you always check the Special Conditions of Sale relating to each property, so you are aware of any additional costs involved.

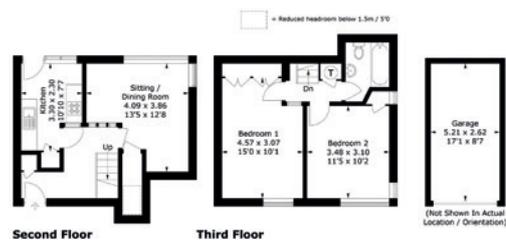
## 10. Completion

Completion date is 20 working days from the auction date of the contract unless specifically stated in the Special Conditions of Sale.

11. Please Note that you will NOT be entitled to KEYS or access to vacant properties until completion of the sale. If access is required it may be arranged through our offices with the permission of the seller. Once we are advised by the seller's solicitors completion has occurred the keys will be available for collection at our offices of the local key holder. If arrangements are made to post the keys, Pearsons take no responsibility for their delivery.

### General Data Protection Regulations (GDPR)

For full details please refer to our Privacy Policy that was introduced on 25th May 2018 which can be found on our website, [www.pearsons.com](http://www.pearsons.com)



- TWO BEDROOM MAISONETTE
- SITUATED ON THE 2ND AND 3RD FLOORS
- IN NEED OF GENERAL UPGRADING



023 9273 5558

ESTABLISHED 1900

35 Marmion Road, Southsea, Portsmouth, PO5 2AT  
 Email: southsea@pearsons.com

TENURE	Share of Freehold
GUIDE PRICE	£160,000 + fees*
LOCATION	Gannet House stands within the Cranewater and Eastern Parade conservation area and on its doorstep are a whole host of leisure pursuits including Southsea Lawn Tennis Club, the Rose Gardens, Canoe Lake, Eastney beach and Esplanade. Further along the seafront, South Parade Pier, Southsea Castle and Southsea Common can be found. Palmerston Road shopping area is just over a mile to the west and offers a comprehensive range of high street shopping, bars and restaurants. Bus services pass close by linking to all other parts of the city and Fratton mainline train station is approximately 1.4 miles to the north.
DESCRIPTION	This two bedroom maisonette is situated on the 2nd and 3rd floors of a seafront apartment block and has sunny views overlooking Southsea Tennis Club, the tree-lined Rose Gardens and towards the Solent. Benefitting from a garage en block, the apartment itself has generous accommodation comprising: sitting/ dining room and kitchen on the first level and two double bedrooms and a bathroom on the upper level. In need of general upgrading and improvement, the property represents an excellent opportunity for a new owner to renovate to their own tastes whilst adding value.
EPC	See legal pack for the report. EPC Band E.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 2

1 Trent Way, West End, Southampton SO30 3FW

LOT 2

6



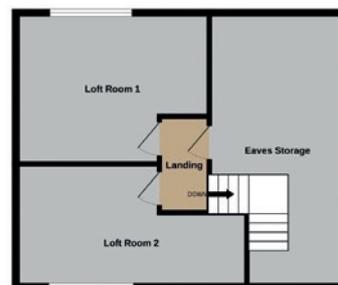
- SEMI DETACHED BUNGALOW
- TWO BEDROOMS
- TWO EXTRA LOFT ROOMS



ESTABLISHED 1900

023 8047 7377

62 High Street, West End, Southampton SO30 3DT  
Email: westend@pearsons.com



TENURE	Freehold
GUIDE PRICE	£200,000 + fees*
LOCATION	Trent Way is situated within walking distance of West Ends High Street. The village itself offers a range of local shops, schools, bus services and leisure facilities including the David Lloyd Health Club, the Utilita Bowl County Cricket Ground and the Hilton Hotel with the 18-hole Boundary Lakes Golf Course. Neighbouring Hedge End offers out of town retail shopping, access to the M27 motorway and a mainline railway station.
DESCRIPTION	Originally built as a two bedroom bungalow, this property was last used as dining room, lounge, conservatory, kitchen, shower room and one bedroom downstairs. Plus two loft rooms upstairs previously used as bedrooms. Additional features include driveway parking, garage, enclosed large rear garden, double glazed windows and gas central heating.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 3

47 Sanderling Lodge , Rope Quays, Gosport PO12 1EN



- TWO BEDROOMS
- BALCONY
- HARBOUR VIEWS



023 9258 0246

19 High St, Gosport PO12 1BX  
Email: sales@fairhalls.co.uk

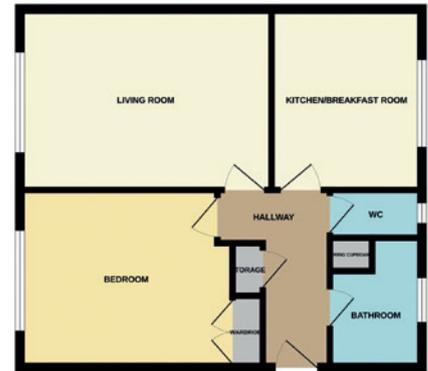
TENURE	Leasehold
GUIDE PRICE	£180,000 + fees*
LOCATION	This well presented second floor apartment is located in a popular residential location overlooking the harbour. Although securely tucked away within its grounds this gated development is minutes away from Gosport town centre & its various amenities & facilities as well as the ferry to Gunwharf & the adjacent train station.
DESCRIPTION	Offered for sale with no forward chain, the property has electric heating & accommodation comprises: a communal lobby with a lift to all floors and the entrance hall within the apartment itself. There is a living/ dining/kitchen, with access to the balcony/terrace. There are also two bedrooms, an en-suite shower room & an additional bathroom. Harbour views are offered from all principal rooms & there is also an allocated parking space.
EPC	See legal pack for the report. EPC Band C.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 4

Flat 17, Lyburn Court, Coxford Road, Southampton SO16 5SS

LOT 4

8



- SPACIOUS SECOND-FLOOR FLAT
- PRIME LOCATION
- PRIVATE GARAGE



023 8078 0787

391 Shirley Road, Shirley, Southampton SO15 3JD  
Email: shirley@fieldpalmer.com

TENURE	Leasehold
GUIDE PRICE	£108,000 + fees*
LOCATION	Coxford Road enjoys a prime position, just a short walk from Southampton General Hospital, local schools, and convenient bus routes. Everyday amenities are within easy reach, including Tesco Express, M&S Food Hall, Sainsburys Supermarket and Shirley High Street. Excellent access to Southampton City Centre, mainline train stations, and the motorway network.
DESCRIPTION	The property boasts a generous layout throughout, including a large double bedroom and a bright, open plan living/dining room with ample space for both a comfortable seating area and dining table. The kitchen is particularly spacious, providing extensive cupboard and worktop space, along with room for multiple appliances. Completing the accommodation is a bathroom fitted with a bathtub, hand basin and WC. Externally, the flat benefits from the rare advantage of a private garage, offering additional storage or secure parking. Further benefits include no forward chain, a long lease with the remainder of 999 years, and low service charges, making this an attractive and practical purchase.
EPC	See legal pack for the report. EPC Band C.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 5

Amarcord, 25 High Street, Ventnor, Isle of Wight PO38 IRZ

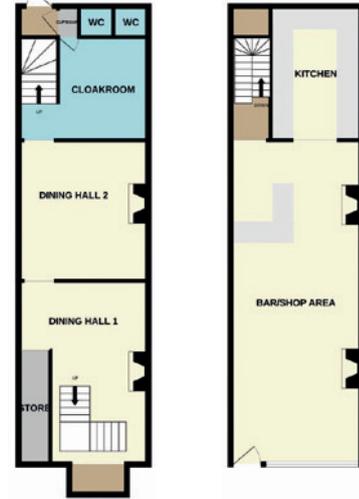


- DUAL COMMERCIAL AND RESIDENTIAL OPPORTUNITY
- PROMINENT HIGH STREET LOCATION
- ACCOMMODATION SPLIT OVER 4 LEVELS



01983 525 710

Trigg House Monks Brook, St Cross Business Park,  
Newport PO30 5WB  
Email: sales@triggio.co.uk



TENURE	Freehold
GUIDE PRICE	£195,000 + fees*
LOCATION	Situated in a sought after position on Ventnor High Street, this attractive mixed use property offers a fantastic lifestyle and business opportunity in one of the Isle Of Wight's most charming Victorian seaside towns. With its bustling summer tourist trade and year round appeal, Ventnor provides the perfect backdrop for this versatile premises.
DESCRIPTION	Currently operating as a popular Italian restaurant, the ground floor features a welcoming bar and restaurant area with a well equipped kitchen. On the lower ground floor, there is additional dining space, a dedicated children's area, wc facilities and ample storage. Accessed via the commercial premises, is a spacious first floor apartment comprises two well proportioned bedrooms, a large lounge/diner, and a modern fitted kitchen. The apartment has been tastefully renovated in recent years, offering comfortable, contemporary living.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 6 275 London Road, Horndean PO8 0JE

LOT 6

10



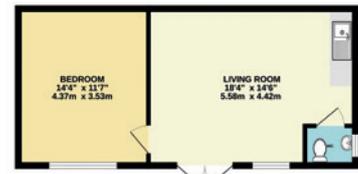
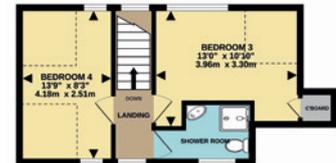
- SUBSTANTIAL CHALET STYLE PROPERTY
- FOUR BEDROOMS
- BRICK BUILT ANNEX TO REAR



023 9259 1717

ESTABLISHED 1900

41 Drift Road, Clanfield, Waterlooville PO8 0JS  
Email: [clanfield@pearsons.com](mailto:clanfield@pearsons.com)



TENURE	Freehold
GUIDE PRICE	£425,000 + fees*
LOCATION	Found in Clanfield but classed as Horndean, the location is a popular residential area with the benefit of local shopping, schools, doctor's surgeries and a regular bus service. Convenient for access to the A3M with rail links at Petersfield and Rowlands Castle.
DESCRIPTION	Four bedroom extended chalet style property with brick built annex to the rear. Set within gardens of approx 0.4 acre the property offers attractive well proportioned accommodation with the benefit of gas fired central heating and double glazing. To the rear is a double glazed brick built annex with kitchen area and W.C. which would suit a number of uses.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Steeped in Tradition

We believe that personal, tailored service is more important now ever than before. It's how we've kept our customers moving through calm and crisis for 125 years, and how we can lead the way on your next move.



[pearsons.com](https://pearsons.com)



## Did you know?

Just like the humble tea bag, we are celebrating 125 years of bringing friends and families together.

The tea bag was first patented in the early 1900's by Roberta Lawson and Mary McLaren from Wisconsin. The 'Tea Leaf Holders' were originally hand-sewn fabric bags. Legend has it the popular brew was actually created by accident. The loose tea leaves were intended to be removed from the bags by customers, but found it easier to brew the tea with the tea leaves still enclosed in the porous bags. It was almost 40 years later that the now-common rectangular tea bags were invented.

For over 125 years we have helped generations of customers with all their property needs. We offer professional advice and a free, no obligation sales or rental valuation. If you are thinking of moving, you can rely on Pearsons.

Find our properties on



If you have instructed another agent on a Sole Agency and/or Sole Selling Rights basis, the terms of those instructions must be considered to avoid a possible liability to pay two commissions.

[pearsons.com](https://pearsons.com)

# Lot 7

Lama Court, 128-130 Seafront, Hayling Island PO11 9HW

LOT 7

12



- PURPOSE BUILT BLOCK OF SIX APARTMENTS
- PROMINENT POSITION WITH SEA VIEWS
- SOLD WITH TENANTS IN SITU



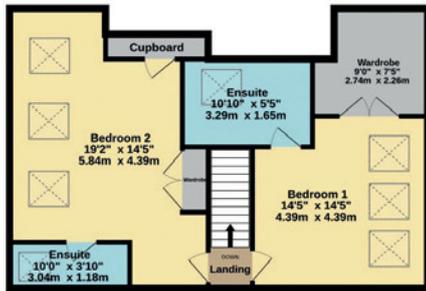
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023 9248 6244

7 North Street, Havant PO9 IPW  
Email: havant@pearsons.com

TENURE	Freehold
GUIDE PRICE	£1,450,000 + fees*
LOCATION	Hayling Island is famous for its beaches, seafront and golf course, all within easy walking distance. The Island offers shopping facilities to satisfy most everyday needs with more extensive facilities available across the bridge on the mainland at Havant. Havant Town Centre offers comprehensive shopping including two retail parks, main line railway station (London Waterloo 80 mins), bus station, library, arts centre and health centre etc. Road links to the A27, M27 and A3(M) provide access towards Chichester, Petersfield, Portsmouth and beyond.
DESCRIPTION	A rare and genuinely exciting opportunity to purchase this purpose built block of six apartments. Five of the six units are currently let, please call for further information. The block is situated in a prominent position, overlooking Hayling Island's award winning beach and sea front. The block has been built to an exacting specification and design, to provide generous and well-proportioned accommodation. There are two luxurious, top floor, duplex apartments with balconys that enjoy breathtaking, panoramic south facing views towards the water. They both provide two bedrooms and three shower rooms. The remaining four apartments each have two bedrooms. To the front of the block is a selection of allocated parking spaces, which are provided for every property.
EPC	See legal pack for the report. EPC Band see legal pack.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

## Type A x2



## Type B x4



# Lot 8

46 White Star Place, Southampton SO14 3GN

LOT 8

14



- SPACIOUS APARTMENT
- TWO BEDROOMS
- ALLOCTED PARKING



023 8078 0787

391 Shirley Road, Shirley, Southampton SO15 3JD  
Email: shirley@fieldpalmer.com

TENURE	Leasehold
GUIDE PRICE	£120,000 + fees*
LOCATION	Close by, you'll find Westquay Shopping Centre, one of the South Coasts premier retail destinations, boasting an impressive selection of high street and designer brands. For everyday essentials, several supermarkets are within easy reach. The area is also well-served by a wide variety of cafes, restaurants, and bars. The nearby Solent University and University of Southampton (city campus) make this an ideal location for students and academics alike. Transport links are exceptional: Southampton Central Station is within close proximity, providing regular services to London and beyond, while local bus routes and easy access to the M27 and M3 make commuting across the region simple.
DESCRIPTION	A fantastic opportunity to purchase this well presented two bedroom apartment situated in the heart of Southampton City Centre. On approach to the building, there is well maintained communal grounds leading up to the communal door via steps. Entering the flat the hallway benefits from a storage cupboard and doors leading to all rooms. With the flat boasting two double bedrooms, a three piece white bathroom suite, fantastic size lounge and fitted kitchen it makes the property ideal for investors and first time buyers. Additional benefits include modern interior throughout, allocated parking, double glazed windows, electric heating.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 9

5 Winecross Cottages, Trampers Lane, North Boarhunt, Fareham PO17 6DF



- IDEAL INVESTMENT OPPORTUNITY
- THREE BEDROOMS
- REQUIRES GENERAL UPDATING



01329 288 241

ESTABLISHED 1900

21 West Street, Fareham PO16 0BG  
Email: fareham@pearsons.com

TENURE	Freehold
GUIDE PRICE	£180,000 + fees*
LOCATION	Trampers Lane is bordered by the Forest of Bere and South Downs National Park providing miles of countryside walks and bridleways. The area is set amidst the beautiful and renowned Meon Valley.
DESCRIPTION	An ideal investment opportunity to purchase a three bedroom semi-detached house of non-standard construction located in a semi-rural position within North Boarhunt backing onto farmland. The property, which does require general updating, briefly consists of; an entrance hall, kitchen, lounge and separate dining room. On the first floor, three bedrooms can be found sharing the three piece bathroom. The property benefits from double glazing and generous front and rear gardens with views of farmlands to the rear.
EPC	See legal pack for the report. EPC Band F.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.



## *Auction Dates 2026*

### **Forthcoming Auctions**

Wednesday 20th May

Wednesday 15th July

Wednesday 2nd September

Wednesday 21st October

Wednesday 9th December

### **Deadline Date**

Friday 17th April

Friday 5th June

Friday July 31st

Friday 18th September

Friday 6th November

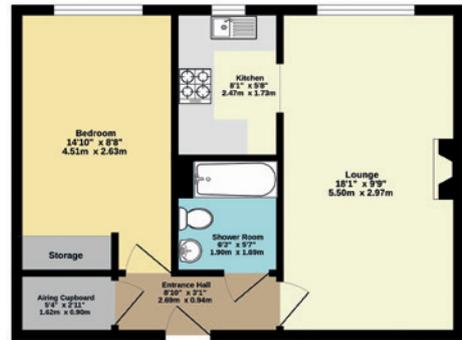
### **Contact Pearsons Auction Dept**

Email: [auctions@pearsons.com](mailto:auctions@pearsons.com) Telephone: 023 8047 4274  
62, High Street, West End, Southampton, Hampshire SO30 3DT



ESTABLISHED 1900

# Lot 10 Flat 30 Bellair House, East Street, Havant PO9 IQS



- RETIREMENT APARTMENT
- ONE BEDROOM
- POPULAR LOCATION



023 9248 6244

ESTABLISHED 1900

7 North Street, Havant PO9 IPW  
Email: havant@pearsons.com

TENURE	Leasehold
GUIDE PRICE	£60,000 + fees*
LOCATION	Bellair House is situated just to the east of Havant town centre which offers comprehensive shopping facilities to satisfy most everyday needs, mainline railway station (London - Waterloo 80 mins), two retail parks, library, health centre, bus station, Arts Centre, park etc. Access to the A27 at Warblington, provides easy access towards Chichester, Portsmouth and beyond.
DESCRIPTION	This well proportioned, one bedroom purpose built retirement apartment sits in the popular location of East Street, just a few minutes walk from Havant town centre. This retirement apartment is available to anyone aged 55 and above, benefitting with a lift and stairs to all floors. The property comprises: Entrance hall, lounge, fitted kitchen, bathroom, double bedroom with a space for a double wardrobe. To the outside are landscaped gardens, residents and visitor parking. The apartment also has use of the residents lounge and laundry room.
EPC	See legal pack for the report. EPC Band C.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 11 26 Arnwood Court, Homer Close, Rowner, Gosport PO13 9TL

LOT 11

18



- GROUND FLOOR MAISONETTE
- THREE BEDROOMS
- FOR SALE WITH TENANT IN SITU



ESTABLISHED 1900

01329 288241

21 West Street, Fareham PO16 0BG  
Email: fareham@pearsons.com

TENURE	Leasehold
GUIDE PRICE	£90,000 + fees*
LOCATION	Gosport offers a wide range of amenities together with bus services to Southampton, Portsmouth and surrounding areas. The Gosport ferry provides a link across the historic harbour to Portsmouth, with the city's mainline railway station and renowned Gunwharf Quays retail outlet with its shops, bars, restaurants and cinema complex.
DESCRIPTION	For sale with tenant in situ, current rent £1093 per month. Cash buyers only. A three bedroom ground floor maisonette with well-proportioned living accommodation arranged over two floors (ground and first). The property, which would suit a cash buyer due to the short lease, has living accommodation which includes, on the ground floor; hallway with stairs leading to first floor, modern kitchen/diner and a living room. On the first floor, there are three bedrooms, two with built-in wardrobes and a family bathroom. Outside, there is non-allocated parking and communal gardens.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 12 295 Fareham Road, Gosport, PO13 0AB



- DETACHED HOUSE REQUIRING UPDATING THROUGHOUT
- TWO/THREE BEDROOMS
- DRIVEWAY PARKING



01329 288 241

ESTABLISHED 1900

21 West Street, Fareham PO16 0BG  
Email: fareham@pearsons.com

TENURE	Possessory Title
GUIDE PRICE	£180,000 + fees*
LOCATION	Ideally located between Gosport and Fareham town centre's which both provide a comprehensive range of shopping and banking facilities. The M27 motorway can be reached via junction 11 for daily commuting to Portsmouth, Southampton. Winchester etc. Fareham.
DESCRIPTION	A two/three bedroom detached house located between the town's of Fareham and Gosport offered with NO FORWARD CHAIN. The property, which does require general updating throughout, briefly comprises; entrance hall, lounge, separate dining room, kitchen, further reception room which could be used as a third bedroom and ground floor bathroom. On the first floor, two bedrooms can be found. The property benefits from double glazing and is warmed by gas central heating. There is off-road parking available to the driveway and a generous size westerly aspect rear garden.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 13 84a Granville Road, Cowes, Isle of Wight PO31 7JF

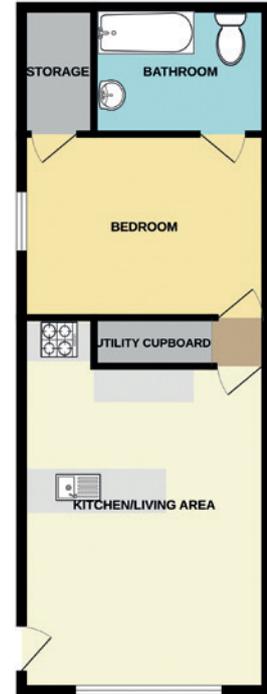


- TENANT IN SITU PAYING £550.00 PCM
- SMALL PRIVATE COURTYARD AREA
- CLOSE TO LOCAL AMENITIES



01983 525710

St. Cross Business Park, Trigg House, Newport, PO30 5WB  
E-mail: sales@triggio.co.uk



TENURE	Leasehold 999yrs from 2005
GUIDE PRICE	£60,000 + fees*
LOCATION	This low-maintenance home is close to local amenities, transport links and ferry connections to the mainland.
DESCRIPTION	Situated in the popular residential area of Cowes, this one-bedroom ground floor maisonette presents an excellent investment opportunity with a tenant already in situ. Offering a reliable rental income of £550 per calendar month, the property is ideally suited to landlords seeking a ready-made addition to their portfolio.
EPC	See legal pack for the report. EPC Band C.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 14 3 Cleethorpes Road, Shirley, Southampton SO19 8AS

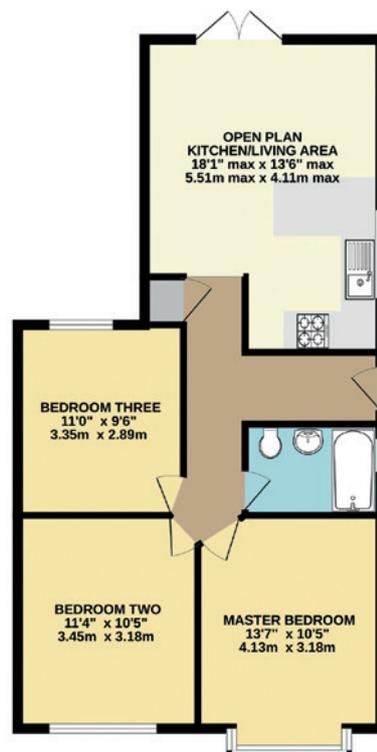


- SEMI DETACHED BUNGALOW
- THREE BEDROOMS
- OFF ROAD PARKING



023 8042 2600

249 Peartree Avenue, Bitterne Village, Southampton SO19 7RD  
Email: bitterne@fieldpalmer.com



TENURE	Freehold
GUIDE PRICE	£225,000 + fees*
LOCATION	Cleethorpes Road is a residential street located in the Sholing ward of Southampton, Hampshire. The location is considered convenient for families, as it sits within the catchment area for several local schools, including St. Monica Primary School and Oasis Academy Sholing. The property benefit from being approximately 4.4 miles from Southampton city centre and about 4.1 miles from Bitterne railway station, providing a balance of suburban living with accessible transport links to major shopping and dining hubs.
DESCRIPTION	You are welcomed by an impressive entrance hall which opens into the open plan kitchen/living area. This is situated at the rear of the property with french doors leading into the rear garden. The kitchen space offers a range of wall, base and drawer units with space for appliances. There are three bedrooms that are all considered double rooms. Externally, there is a driveway providing off-road parking. The rear garden is mainly laid to lawn with a patio seating area.
EPC	See legal pack for the report. EPC Band E.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 15 5 Lichfield Road, Portsmouth, Hampshire PO3 6DD

LOT 15

22



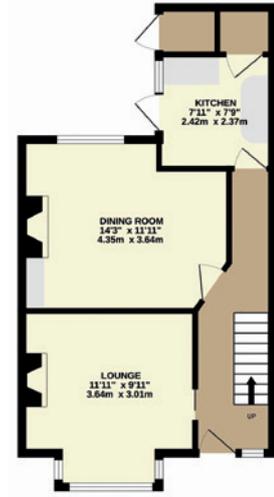
- THREE BEDROOM MID TERRACE HOUSE
- FULL RENOVATION REQUIRED
- POPULAR BAFFINS LOCATION



ESTABLISHED 1900

023 9273 5558

35 Marmion Road, Southsea, Portsmouth, PO5 2AT  
Email: southsea@pearsons.com



TENURE	Freehold
GUIDE PRICE	£175,000 + fees*
LOCATION	For those that are looking for open spaces, Lichfield Road is ideally located within easy reach of Baffins Pond, Tamworth Park, Milton Common and Great Salterns. Good local schooling is available nearby with popular Langstone Primary School. Bus services pass close by linking to other parts of the city and there is easy access out of the city via Eastern Road (A2030).
DESCRIPTION	Situated along the ever-popular Lichfield Road in the sought-after Baffins district of Portsmouth, this three-bedroom mid-terraced house presents a rare and exciting opportunity for those looking to undertake a full renovation project. Requiring complete refurbishment throughout, the property offers enormous potential to create a superb family home tailored to individual tastes and specifications. The existing accommodation comprises two separate reception rooms, providing flexible living and dining space, together with a basic kitchen to the rear.
EPC	See legal pack for the report. EPC Band TBC.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Lot 16

6 Winecross Cottages, Trampers Lane, North Boarhunt,  
Fareham PO17 6DF



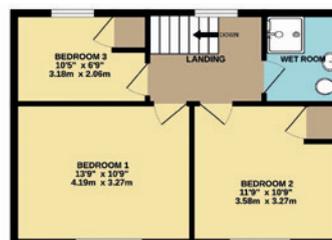
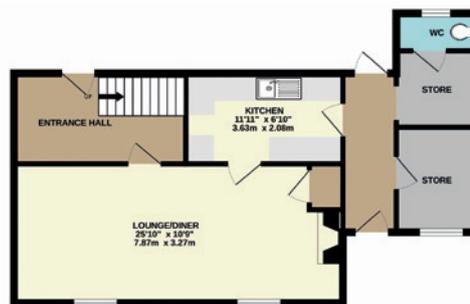
- THREE BED SEMI-DETACHED HOUSE
- SEMI-RURAL POSITION
- DRIVEWAY PARKING & FRONT GARDEN



01329 288 241

ESTABLISHED 1900

21 West Street, Fareham PO16 0BG  
Email: fareham@pearsons.com



TENURE	Freehold
GUIDE PRICE	£180,000 + fees*
LOCATION	Trampers Lane is bordered by the Forest of Bere and South Downs National Park providing miles of countryside walks and bridleways. The area is set amidst the beautiful and renowned Meon Valley.
DESCRIPTION	An ideal investment opportunity to purchase a three bedroom semi-detached house of non-standard construction located in a semi-rural position in North Boarhunt. The property's accommodation briefly comprises; entrance hall, a full width lounge/diner, kitchen and ground floor store room. On the first floor, three bedrooms can be found sharing the wet room with WC. The property benefits from double glazing, has off-road parking to the driveway, generous front and rear gardens with views of farmlands to the rear.
EPC	See legal pack for the report. EPC Band E.
*ADDITIONAL FEES	<b>Buyers Admin Fee:</b> £600 inc VAT (£500 + VAT), payable on exchange of contracts. <b>Disbursements:</b> Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Identification Documents

## Important Notice

### Money Laundering Regulations.

As a requirement under this legislation, any person buying or bidding at auction MUST produce documentation to confirm their name and residential address. Please find a schedule of acceptable documentation.

You must provide one document from each list.

Please note that a driving license can be used as evidence for one or the other BUT NOT BOTH.

#### Category A (to confirm personal identity)

- Current Signed Passport
- Current UK Photo Driving Licence
- National Identity Card/Passport (overseas client)
- UK Armed Services ID Card
- Police/Other Government department ID Card
- Firearms Certificate (from Chief Constable)

#### Category B (to confirm address)

- Recent Utility Bill (no older than 3 months)
- Bank/Building Society/National Savings Statement
- Local Authority Council Tax or Business Rate Bill
- Mortgage Statement
- Local Authority Rent Card/Tenancy Agreement
- Benefit Book or Benefits Agency Letter

## Money Laundering Procedures

In accordance to the above, please be advised, that if you intend to bid on this property, then you will be required to provide two forms of id (one photo-type). If, you are intending to bid on behalf of a third party, then we would require both id for yourself, plus a certified copy of photo id for the intended purchaser.

Please visit [auctions@pearsons.com](mailto:auctions@pearsons.com) for further details.

# Pre-Auction Offers

Pre-auction offers must be submitted in writing to the Auctioneers' office by letter or email, including name, address, telephone number and details of solicitors. Any pre-auction offer received is assumed to be a 'best offer' and no guarantee is given that there will be an opportunity to increase or review the offer should it not be accepted or should a better offer be received. Pre-auction offers can only be considered on the basis of an exchange of contracts prior to auction with a 10% deposit and payment of the Auctioneers' administration fee. If an offer is accepted the lot will not be withdrawn from the catalogue or advertising programme until exchange of contracts has taken place.

# Guide Prices & Reserves

Guides are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. Each property will be offered subject to a Reserve (a figure below which the Auctioneer cannot sell the property during the auction) which we expect will be set within the Guide Range or no more than 10% above a single figure Guide.

# Additional Auction Services

## Legal Documents

Legal documents for some of the lots are now or will be available online. Where you see the relevant icon on the website, you will be able to download the documents.

## Online Live

Visit [www.eigroup.co.uk](http://www.eigroup.co.uk) and select **Online Auctions**. Choose the auction and then **Viewing Gallery**. You will see details of the lot being offered and can watch the bidding as it happens. **It is not possible to bid using this service.**

# Sale Memorandum

Property Address

Lot No

The Vendor  
Full name(s)

Of Address inc  
Postcode

Vendor's Solicitor  
Address inc.  
Postcode

Vendor Solicitor  
Telephone/Name

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

£ Purchase Price

£ Less Deposit

£ Balance

Completion Date

As per Special Conditions of Sale or Twenty Business Days after the Contract Date

The Purchaser  
Full name(s)

Of Address inc  
Postcode

Purchaser's  
Solicitor Address  
inc. Postcode

Purchaser Solicitor  
Telephone/Name

Signed

Authorised Agent for Vendor

Dated

Signed

The Purchaser

\*For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

# Proxy/Telephone Bidding Facility

PLEASE ALSO SIGN AND RETURN THE TERMS & CONDITIONS ON PAGE 27

Bidders Name (if applicable): .....

Address: .....

..... Postcode: .....

Tel: ..... Mobile: ..... Email: .....

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Solicitors Name: .....

Address: .....

..... Postcode: .....

Tel: ..... Contact Name : .....

I hereby authorise Pearsons staff to bid on my behalf on the terms and conditions set out overleaf headed "Proxy or Telephone Bidding", which I confirm I have read, understood and signed a copy of which is attached.

\* I request that Pearsons first attempt to contact me on the telephone at the relevant time to enable me to bid myself. If a telephone link cannot be established for whatever reason, Pearsons are authorised to bid on my behalf under these terms (\* Delete if telephone bid is not required).

The proxy bid that I hereby authorise is: Auction Date: .....

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

My maximum bid £ In words: .....

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

I attach a cheque made payable to  
Pearsons Southern Ltd for £ In words: .....

Being 10% of my proxy bid or £3,000, whichever is the greater, plus £600 inc VAT (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

Or I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £600 inc VAT

(Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

Signature of Bidder: ..... Date: .....

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

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

Please note there should not be any alteration to the form and any mis-entries which have to be corrected must be signed, in full, in the margins.

# Terms and Conditions to bid by Proxy/Telephone

## PLEASE NOTE: MINIMUM DEPOSIT FOR EACH TELEPHONE BID IS £3,000

Anyone not able to attend the auction to make their own bids may utilise the facilities available for telephone, or written, bids on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a clearing bank cheque for 10% of the maximum amount of the bid for each Lot. **Please note the minimum deposit for any telephone bid is £3,000 per lot.**
2. The form must be sent to, or delivered to: Pearsons, 62 High Street, West End, Southampton, SO30 3DT to **arrive before 6pm two working days prior to the start of the auction.** It is the bidder's responsibility to check that the form is received by Pearsons and this can be done by telephoning the office.
3. The bidder shall be deemed to have read the "Important Notice to Prospective Buyers"; the particulars of the relevant Lot in the catalogue; the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction however the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
4. In the case of telephone bids, at about the time that the Lot come up for auction attempts will be made to contact the bidder by telephone and, if successful, the bidder may then compete in the bidding.  
**Otherwise the Auctioneers will not bid except by prior written arrangement.**
5. In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Pearsons will bid/continue to bid on behalf of the bidder up to the maximum of the prior written authorisation.
6. In the case of written bids, Pearsons staff will compete in the bidding up to the maximum of authorisation.
7. Pearsons reserve the right not to bid on behalf of telephone/written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid will be made on behalf of the bidder and accept no liability.
8. In the event that the telephone/written bid is successful the Auctioneer will sign the Sale Memorandum on behalf of the bidder (a Contract will have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit cheque will be applied so far as necessary to meet the requirement for a 10% deposit (**minimum £3,000**) and the balance of the deposit (if any) will be returned to the bidder.
10. In the event that the bidder is unsuccessful, the deposit cheque will be returned to the bidder promptly.
11. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
12. The authority can only be withdrawn by notification in writing delivered to Pearsons at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day's auction. It is the bidder's responsibility to obtain confirmation of receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any subsequent Contract is binding on the bidder.
13. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such a bid in addition to any bid from Pearsons staff as empowered under the telephone/written authority. Pearsons would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.

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

Signed: .....

Date: .....

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

## IMPORTANT NOTICE - Money Laundering Regulations

PLEASE NOTE THAT any person buying or bidding at auction, MUST produce documentation to confirm their name, residential address, proof and source of funding. Please find below a schedule of acceptable documentation.

### Category A (to confirm personal identity)

- Current Signed Passport
- Current UK Photo Driving Licence
- National Identity Card/Passport (overseas client)
- UK Armed Services ID Card
- Police/Other Government department ID Card
- Firearms Certificate (from Chief Constable)

### Category B (to confirm address)

- Recent Utility Bill (no older than 3 months)
- Bank/Building Society/National Savings Statement
- Local Authority Council Tax or Business Rate Bill
- Mortgage Statement
- Local Authority Rent Card/Tenancy Agreement
- Benefit Book or Benefits Agency Letter

**Please note that a driving licence can be used as evidence for either one or the other BUT NOT BOTH.**

# Common Auction Conditions

## Introduction

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

## Glossary

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

## Auction Conduct Conditions

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

These conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – and part two the auction conduct conditions.

## Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale set out herein. The sale of each lot is also subject to special conditions of sale, tenancy and arrears schedules which are available from the Auctioneer.

## Important Notice

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

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

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## Glossary

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

## Wherever it makes sense:

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

## Actual completion date

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

## Addendum

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

## Agreed completion date

Subject to condition G9.3:

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

## Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

## Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

## Arrears Schedule

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

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

## Auctioneers

The auctioneers at the auction.

## Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

## Buyer

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

## Catalogue

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

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

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

## Contract date

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

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

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

## Particulars

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

## Practitioner

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

## Price

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

## Ready to complete

Ready willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

## Sale conditions

The general conditions as varied by any special conditions or addendum.

## Sale memorandum

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

## Seller

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

## Special conditions

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

## Tenancies

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

## Tenancy schedule

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

## Transfer

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

## TUPE

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

## VAT

Value Added Tax or tax of a similar nature.

## VAT option

An option to tax

## We (and us and our)

The auctioneers

## You (and your)

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

## Auction conduct conditions

### A1. Introduction

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

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

### A2. Our role

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

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

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

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

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

### A3. Bidding and reserve prices

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

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

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

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

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

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

### A4. The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

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

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

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

### A5. The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

### A6. Extra Auction Conduct Conditions

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

## General conditions of sale

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

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

### G1. The lot

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

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

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

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

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

- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against any liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with the 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.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. Deposit
- G2.1 The amount of the deposit is the greater of:  
a) £3,000 (or the total price if this is less than that; and  
b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit  
a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and  
b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit (if any) belongs to the seller unless the sale conditions provide otherwise.
- G3. Between contract and completion
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:  
a) produce to the buyer on request all relevant insurance details;  
b) pay premiums when due;  
c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;  
d) at the request of the buyer, use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;  
e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and  
f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;  
and the buyer must on completion reimburse the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion or to refuse to complete.
- G3.3 Section 47 of The Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. Title and identity
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents are not made available before the auction the following provisions apply:  
a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.  
b) If the lot is registered land the seller is to give the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.  
c) If the lot is not registered land the seller is to give the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or examined copy of every relevant document.  
d) If title is in the course of registration, title is to consist of certified copies of:  
i. the application for registration of title made to the land registry;  
ii. the documents accompanying that application;  
iii. evidence that all applicable stamp duty land tax relating to that application has been paid; and  
iv. a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.  
e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):  
a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and  
b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to
- or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other confirmation of, or evidence of, their identity and that of their mortgages and attorneys (if any) as is necessary for the other to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. Transfer
- G5.1 Unless a form of transfer is prescribed by the special conditions:  
a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and  
b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against any liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. Completion
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:  
a) a direct transfer to the seller's conveyancer's client account; and  
b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. Notice to complete
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:  
a) terminate the contract;  
b) claim the deposit and any interest on it if held by a stakeholder;  
c) forfeit the deposit and any interest on it;  
d) resell the lot; and  
e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:  
a) terminate the contract; and  
b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. If the contract is brought to an end  
If the contract is lawfully brought to an end:  
a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and  
b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under general condition G7.3.
- G9. Landlord's licence
- G9.1 Where the lot is or includes leasehold land and a licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of a formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:  
a) use all reasonable endeavours to obtain the licence required at the seller's expense; and  
b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:  
a) promptly provide references and other relevant information; and  
b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. Interest and apportionments
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- a) the buyer is liable to pay interest; and  
b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer.
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:  
a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;  
b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year; and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and  
c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. Arrears
- Part 1. Current rent
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date or on within the 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 removal of goods from the lot.
- G12. Management
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy, or a new tenancy or agreement to grant a new tenancy) and:  
a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;  
b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and  
c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. Rent deposits
- G13.1 This condition G13 applies where the seller is holding or is otherwise entitled to money by way of rent deposit in respect of a tenancy, in this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment 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 buyer 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:

- 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
- this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- 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:

- it's registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- has made, or will make before **completion**, a **VAT** option in relation to the **lot** and will not revoke it before or within three months after **completion**;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- 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:

- of the **buyer's** **VAT** registration;
- that the **buyer** has made a **VAT** option; and
- that the **VAT** option has been notified in writing to HM Revenue and Customs;

and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- retain and manage the **lot** for the **buyer's** own benefits a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- 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:

- 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**;
- the **buyer** must within five **business days** of receipt of the **VAT** invoice pay the **seller** the **VAT** due; and
- 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 to 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:

- to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- to submit the value specified in the **special conditions** to the HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

#### G18. Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part 1 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 the personal liability.

G19.4 The **lot** is sold:

- in whatever its condition at **completion**;
- for such title the **seller** may have; and
- 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:

- 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
- 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:

- The **seller** must notify the **buyer** of those employees whose contracts of employment transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than fourteen days before **completion**.
- The **buyer** confirms it will comply with its obligation under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- 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**.
- 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:

- service charge expenditure attributable to each **tenancy**;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not been received;
- any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

- payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
- attributable service charge expenditure exceeds payment on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds. but in respect of payments on account that are still due from a tenant **condition** G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

- the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
- 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 the 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:

- give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- 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 11 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 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:

- with the co-operation of the **seller** take immediate steps to substitute itself as a party to the proceedings;
- 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
- if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for 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:

- on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
- 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**:

- hold the warranty on trust for the **buyer**; and
- 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 is practicable:

- procure that it becomes registered at the Land Registry as proprietor of the **lot**;
- procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- 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:

- apply for registration of the **transfer**;
- provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- join in any representations the **seller** may properly make to 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:

- delivered by hand; or
- made electronically and personally acknowledged (automatic acknowledgment does not count); or
- 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:

- when delivered, if delivered by hand; or
- when personally acknowledged, if made electronically;

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

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

#### G29. Contracts (Rights of Third Parties) Act 1999

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



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