PEARSONS

ESTABLISHED 1900

Pearsons Property Auction

Wednesday 9th December 2026

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







www.pearsonsauctions.com



Notes from the Rostrum

With 9 lots on offer and all still available at the time of going to print, we look forward to seeing you at our final sale of 2026 being held on Wednesday 9th December 2026. Following on from our successful auction in October with 58% of available properties sold, culminating in £1.63m in sales whilst achieving an average of 17.9% over the guide prices, we continue to see an increase in activity. Viewing levels and legal pack downloads are providing us with a good indication that parties are preparing themselves to be able to bid in December, 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. Let's begin with our flats, both residential and retirement of which we have 3 available in this auction, located within Southampton and Havant. Kingfisher Court, Highfield, Southampton is a ground floor two-bedroom flat in need of modernisation with an external balcony and covered parking guided at £80,000. Our second residential apartment is on Hulse Road, Southampton which is a well-positioned top floor studio apartment with a practical open plan living space guided at £58,500. 19 Norfolk House, Havant is a one-bedroom first floor retirement apartment located within a short walking distance of Havant town centre, this has been guided at £55,000.

If properties that require refurbishment are more up your street, excuse the pun, we have three available in this auction. 26/27 High Street, Fareham is a Grade II listed property thought to be dated back to the early 17th century and consists of three bedrooms, three reception rooms and is guided at £225,000. Dover Road, Baffins in Portsmouth is a traditional three-bedroom bay and forecourt terraced house with a westerly facing rear garden guided at £160,000. 15 Eastern Road, Havant, is a three-bedroom detached house occupying a good-sized plot and is positioned within walking distance of both the train station and town centre, this has been guided at £360,000.

If you are looking for a commercial opportunity, we have two available in this auction. 183 &185 Hampton Lane and 193/195/199 Hampton Lane, Hythe are both attracting rents of £18,000 per annum per lot. 183 & 185 is currently operated as a café with a flat above and is guided at £170,000 and the other, 193/195/199 is currently a food bank with a flat above guided at £200,000.

Finally, located in Hythe Marina, we have 65 Endeavour Way, a three-storey town house in need of some modernisation and comes with a 10M mooring, garage and parking. This is a unique opportunity to purchase within this marina village and is guided at £325,000.

As you can see, from the above and by looking through the catalogue, there's a great mix of properties available to you and we hope that something has caught your eye. The legal packs are starting to appear daily 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.

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

We 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 9th December 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 in 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.

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**

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

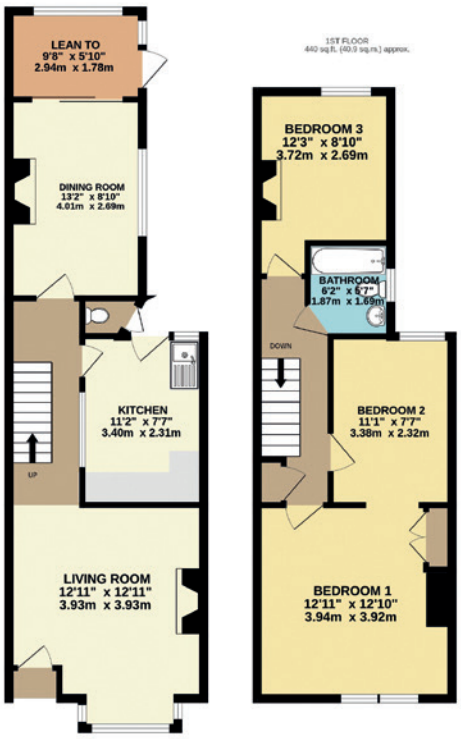
Completion date is 20 working days from the auction date of the contract unless specifically stated in the Special Conditions of Sale.

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.

Lot 1

37 Dover Road, Portsmouth, Hampshire PO3 6JT





- THREE BEDROOMS
- NEEDS UPDATING THROUGHOUT
- WESTERLY FACING REAR GARDEN

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023 9273 5558

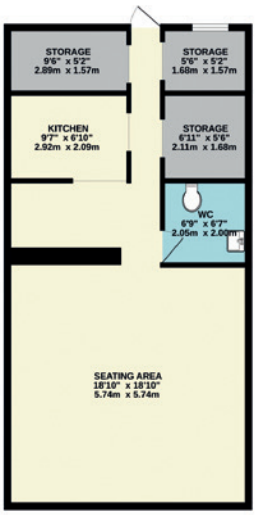
35 Marmion Road, Southsea, Portsmouth, PO5 2AT
Email: southsea@pearsons.com

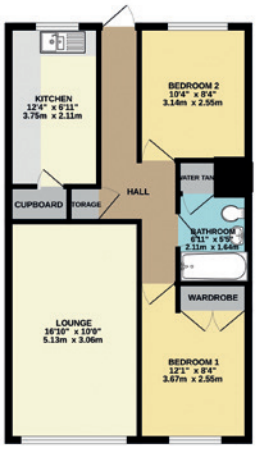
TENURE	Freehold
GUIDE PRICE	£160,000 + fees*
LOCATION	Baffins is a popular residential area of Portsmouth. The area offers a good selection of shops, schools and everyday facilities, with Baffins Pond providing an attractive open space for walking and recreation. Portsmouth city centre, the seafront and main transport links are all within easy reach. Baffins is a well-established and popular residential area on the eastern side of Portsea Island. A particular highlight is Baffins Pond, a sizeable park and wildlife haven providing pleasant walking routes, open green space and recreational facilities.
DESCRIPTION	This traditional three-bedroom bay and forecourt terraced house is situated in the popular residential area of Baffins, Portsmouth, and is being offered for sale by Public Auction. The property provides spacious accommodation arranged over two floors but is generally dated throughout and would benefit from a programme of modernisation, offering an excellent opportunity for purchasers looking to renovate and add value. The ground floor accommodation comprises a spacious living room, a centrally positioned kitchen and a further rear reception room, which leads through to a lean-to and the westerly-facing rear garden, currently laid to concrete.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 2

183 & 185 Hampton Lane, Blackfield, Southampton SO45 1XA







- SHOP UNIT
- TWO BEDROOM FLAT
- £18,000PA INCOME

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023 8084 4131

7 - 9 The Marsh, Hythe, Southampton SO45 6AJ
Email: hythe@pearsons.com

TENURE	Freehold
GUIDE PRICE	£170,000 + fees*
LOCATION	Blackfield village centre offers shopping facilities which cater for everyday needs. The property is within easy driving distance of Hythe village centre which offers a more comprehensive shopping centre and regular passenger ferry service to Southampton via Hythe Pier. Situated on the edge of the open New Forest and close to beaches, leisure centres, schools and bus routes.
DESCRIPTION	A mixed-use property, comprising a ground-floor commercial unit currently operating as a cafe, with a two-bedroom flat situated above.
EPC	See legal pack for the report. EPC Band F.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 3 69 Carlton Court, Hulse Road, Southampton SO15 2JZ





- TOP FLOOR STUDIO APARTMENT
- WELL PROPORTIONED
- CENTRAL POSITION

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023 8023 3288

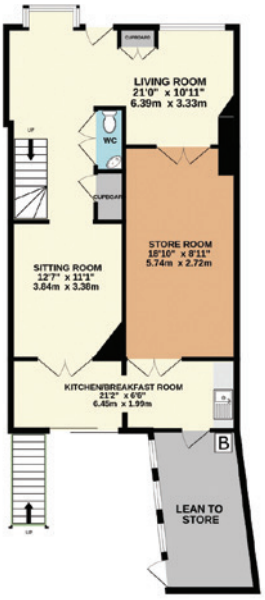
58-60 London Road, Southampton SO15 2AH
Email: southampton@pearsons.com

TENURE	Leasehold
GUIDE PRICE	£58,500 + fees*
LOCATION	From Pearsons London Road office, head north-east along London Road towards Winchester. Continue onto The Avenue / A33 and turn left onto Banister Road, then right onto Hulse Road, where Carlton Court can be found on the left-hand side.
DESCRIPTION	A well-positioned top-floor studio apartment situated within Carlton Court on Hulse Road, Southampton. The property offers a practical open-plan living space with a double aspect providing plenty of natural light, along with a separate bathroom. Ideally suited to first-time buyers, professionals or investors, the apartment is offered for sale with no forward chain.
EPC	See legal pack for the report. EPC Band E.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

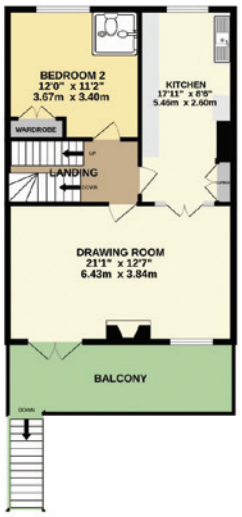
Lot 4

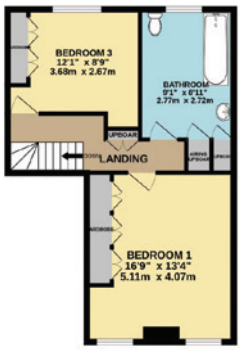
26-27 High Street, Fareham PO16 7AE





- SOUGHT AFTER HIGH STREET LOCATION
- THREE BEDROOMS
- TWO KITCHENS & TWO CELLARS





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01329 288241

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

TENURE	Freehold
GUIDE PRICE	£225,000 + fees*
LOCATION	Fareham's High Street was described by Pevsner's 'The Buildings of England: Hampshire' as 'one of the best country-town streets in the south of England'. It was designated a conservation area in 1969 and is now a highly desirable location within the town. A wide variety of shops, restaurants and amenities are within a short walk whilst the motorway at junction 11 and the mainline railway station are also easily accessible.
DESCRIPTION	Occupying a prominent position on Fareham's sought after High Street, this substantial Grade II listed property is thought to date from the early 17th Century which has internal timber framing and an early 19th Century façade. The living accommodation is arranged over three floors and has numerous character features. On the ground floor, there is a double fronted living room, a sitting room, 18' store room, kitchen/breakfast room leading to the courtyard garden which has steps leading up to a balcony area, lean-to store and access to two separate cellars. On the first floor, there is a generous drawing room, second kitchen and a bedroom. The second floor has two further bedrooms and a family bathroom.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.



Auction Dates 2027

Wednesday 24th February

Wednesday 14th April

Wednesday 2nd June

Wednesday 21st July

Tuesday 7th September

Wednesday 27th October

Wednesday 15th December

Contact Pearsons Auction Dept

Email: auctions@pearsons.com Telephone: 023 8047 4274

62, High Street, West End, Southampton, Hampshire SO30 3DT

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Lot 5 19 Norfolk House, Oaklands Road, Havant PO9 2RD





- FIRST FLOOR APARTMENT
- OVER 60S
- LIFT TO ALL FLOORS

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ESTABLISHED 1900

023 9248 6244

7 North Street, Havant PO9 1PW
Email: havant@pearsons.com

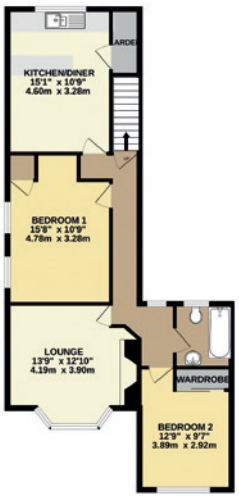
TENURE	Leasehold
GUIDE PRICE	£55,000 + fees*
LOCATION	Norfolk House stands in a sought after location just to the east of Havant Town Centre, which offers comprehensive shopping facilities for most everyday needs, mainline rail station (London Waterloo 80 mins), bus station, park, library and health centre etc. Access to the A27 trunk road at Warblington provides rapid access towards Chichester, Portsmouth and beyond.
DESCRIPTION	This spacious, light and bright first-floor apartment is offered with vacant possession and is available to those aged 60 and over. The well-maintained development benefits from a lift providing easy access to all floors, while the apartment itself offers well-proportioned accommodation.
EPC	See legal pack for the report. EPC Band B.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 6

193, 195 & 199 Hampton Lane, Blackfield, Southampton SO45 1XA







- SHOP UNIT
- TWO BEDROOM FLAT
- £18,000PA INCOME

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ESTABLISHED 1900

023 8084 4131

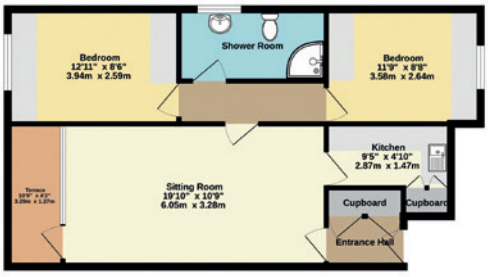
7 - 9 The Marsh, Hythe, Southampton SO45 6AJ
Email: hythe@pearsons.com

TENURE	Freehold
GUIDE PRICE	£200,000 + fees*
LOCATION	Blackfield village centre offering shopping facilities which cater for everyday needs. The property is within easy driving distance of Hythe village centre which offers a more comprehensive shopping centre and regular passenger ferry service to Southampton via Hythe Pier. Situated on the edge of the open New Forest and close to beaches, leisure centres, schools and bus routes.
DESCRIPTION	A mixed-use property, comprising a ground-floor commercial unit currently operating as a charity food bank, with a two-bedroom flat situated above.
EPC	See legal pack for the report. EPC Band F.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 7

Flat 2 Kingfisher Court, Highfield Road, Southampton SO17 1UN





- GROUND FLOOR APARTMENT
- TWO DOUBLE BEDROOMS
- COVERED PARKING TO THE REAR

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023 8023 3288

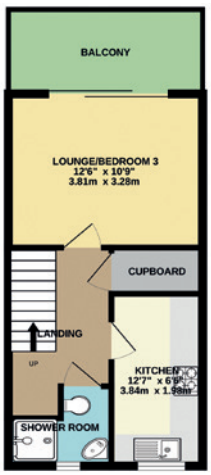
58-60 London Road, Southampton SO15 2AH
Email: southampton@pearsons.com

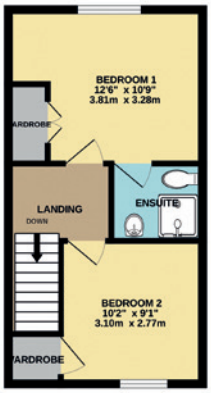
TENURE	Leasehold
GUIDE PRICE	£80,000 + fees*
LOCATION	Highfield Road occupies a much sought after position within easy reach of Southampton University, the Common and the city centre itself. Excellent schools and colleges are close at hand as are all other local amenities. The M27 and M3 motorway links connecting with the Solent's south coastal regions are within comfortable travelling distance.
DESCRIPTION	Situated in the popular location of Highfield, this ground floor apartment benefits from two double bedrooms, a generously proportioned 19' 10" sitting room which leads to a private terraced area, fitted shower room and fitted kitchen. Externally, the property sits in communal grounds with a lawned area to the front elevation as well as covered parking to the rear.
EPC	See legal pack for the report. EPC Band TBC.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 8 65 Endeavour Way, Hythe, Southampton SO45 6LA









- 10 METRE MOORING
- SUN TERRACE
- DRIVEWAY & GARAGE

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023 8084 4131

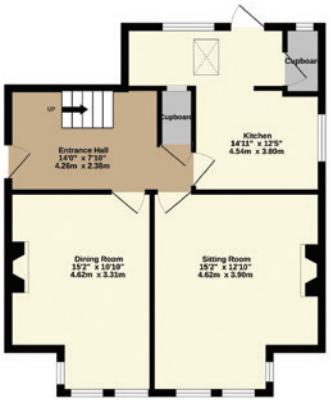
7 - 9 The Marsh, Hythe, Southampton SO45 6AJ
Email: hythe@pearsons.com

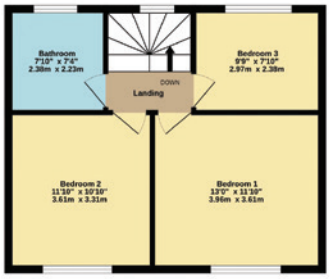
TENURE	Leasehold
GUIDE PRICE	£325,000 + fees*
LOCATION	The property is situated in Hythe Marina and is within easy reach of Hythe village centre which offers an excellent range of shops, schools, medical centres and bus services. Southampton City Centre is easily accessible by road as well as the New Forest and Lepe and Calshot Beaches.
DESCRIPTION	This three bedroom townhouse with a 10 metre mooring is situated in the popular Hythe Marina Village. The property requires some modernisation, but benefits from UPVC double glazing, gas central heating, garage in a block and parking. Offered with NO CHAIN. An internal viewing is recommended.
EPC	See legal pack for the report. EPC Band C.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.

Lot 9

15 Eastern Road, Havant PO9 2JE







- EXCELLENT LOCATION
- 1/4 OF AN ACRE APPROXIMATELY
- CHARACTER PROPERTY

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023 9248 6244

7 North Street, Havant PO9 1PW
Email: havant@pearsons.com

TENURE	Freehold
GUIDE PRICE	£360,000 + fees*
LOCATION	This property is located to the north east of Havant town centre. Havant town centre offers a comprehensive range of shopping to satisfy most everyday needs including two retail parks, mainline railway station (London Waterloo 80 mins), Arts Centre, library, bus station and leisure centre etc are all within one and a half miles. Langstone interchange (A27) which provides rapid access towards Portsmouth, Chichester and beyond is approximately two miles away. The A3 (M) interchange at Horndean is approximately two and a half miles away providing a motorway link to Petersfield and London.
DESCRIPTION	Occupying a plot of approximately a quarter of an acre, is this three bedroom, detached family home offered with no forward chain. The property enjoys a prominent position that is easy walking distance to Havant town centre and rail station. The substantial rear garden is mostly laid to lawn and provides a patio area, mature shrubs, flowerbeds and a conservatory to the rear. To the front of the property is an established garden and a driveway which leads to a detached workshop. This is a rare and genuinely exciting opportunity to purchase this character property and make it your own. The property requires a comprehensive level of modernisation but benefits from a modern boiler.
EPC	See legal pack for the report. EPC Band D.
*ADDITIONAL FEES	**Buyers Admin Fee:** £600 inc VAT (£500 + VAT), payable on exchange of contracts. **Disbursements:** Please see legal pack for any disbursements listed that may become payable by the purchaser on completion.


Merry Christmas!
Wishing all our clients a very Happy Christmas and we look forward to seeing you at one of our Auctions in 2027.
Brett, Gary & Jo
Pearsons Auctions
023 8047 4274
PEARSONS
ESTABLISHED 1900

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** 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** 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 19

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

Address: .....

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

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

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 indebtness (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 disapplied 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 descried 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) outgoings 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.

G.17 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 stakeholders 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 to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion or to refuse to complete.

G3.3 Section 47 of The Law of Property Act 1925 does not apply.

G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

G4. Title and identity

G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.

G4.2 If any of the documents are not made available before the auction the following provisions apply:
a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
b) If the lot is registered land the seller is to give 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 mortgagees 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 17.00.

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 on or 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 payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been

made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15. Transfer as a going concern

G15.1 Where the special conditions so state;

a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
b) this condition G15 applies.

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

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

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

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

a) retain and manage the lot for the buyer's own benefits a continuing business as a going concern subject to and with the benefit of the tenancies; and
b) collect the rents payable under the tenancies and charge VAT on them.

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
b) the buyer must within five business days of receipt of the VAT invoice pay the seller the VAT due; and
c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16. Capital allowances

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect 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:

a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
b) to submit the value specified in the special conditions to the H M 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:
a) in whatever its condition at completion;
b) for such title the seller may have; and
c) with no title guarantee;

and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

G20. TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

a) The seller must notify the buyer of those employees whose contracts of employment transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than fourteen days before completion.
b) The buyer confirms it will comply with its obligation under TUPE and any special conditions in respect of the Transferring Employees.
c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

G21. Environmental

G21.1 This condition G21 only applies where the special conditions so provide.

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

G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

G22. Service Charge

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

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

G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

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

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

a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
b) attributable service charge expenditure exceeds 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:

a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

G23. Rent reviews

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date, has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence 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:

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

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

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

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

G24. Tenancy renewals

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

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

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

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

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the special conditions.

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

a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty: and
b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

G25.3 If a warranty is not assignable the seller must after completion:

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

a) apply for registration of the transfer;
b) provide the seller with an official copy and title plan for the buyer's new title; and
c) join in any representations the seller may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

a) when delivered, if delivered by hand; or
b) when personally acknowledged, if made electronically;

but if delivered or made after 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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