

AUCTION

THURSDAY 26TH SEPTEMBER 2019 - 11AM START

NOVERRE SUITE, THE ASSEMBLY HOUSE,

THEATRE STREET, NORWICH NR2 1RQ



BROWN & CO

PROPERTY & BUSINESS CONSULTANTS

Our ref: PRGH/TB

Norwich Office

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Updates as at 19th September 2019

ADDENDUM SHEET FOR AUCTION 26th SEPTEMBER 2019

LOT 2 – 159/159A Sprowston Road, Norwich, NR3 4QQ

Please note that the guide price for this property has been reduced to £140,000 – £160,000*†.

LOT 3 – 56 Church Road, Tasburgh, NR15 1ND

Please note that this property has been withdrawn from the auction.

LOT 5 – 2 Wellington Road, Dereham, NR19 2BP

Please note that the guide price for this property has been reduced to £250,000 – £300,000*†.

LOT 6 – 1 & 2 Watton Road, Griston, IP25 6QF

Please note that the sale of this property has been postponed.

LOT 7 – Land at East Tuddenham, NR20 3JW

We have been advised that this piece of land should be referred to as Land at Trapps Lane, rather than Land off Church Lane.

LOT 13 – 112 Avenue Road, Norwich, NR2 3HP

Please note that the guide price for this property has been reduced to £250,000 – £275,000*†.

LOT 15 – 2 Samuel Vince Road, Fressingfield, IP21 5SP

Please note that the guide price for this property has been reduced to £225,000 – £250,000*†.

Should any lot fail to sell in the room, please come and see us afterwards.

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WELCOME



Whilst attending Norwich City's first home game of the season after returning to the Premiership, I had very interesting conversations with two different past clients whilst supporting the Canaries. The first was with a past vendor who asked if it was a good time to sell. I told her that anyone who had need to secure their financial position or a strong desire to sell should do so, but most importantly they must be realistic with their expectations

and auction of course is the best way to achieve a speedy result. Later on, I bumped into one of my regular investor buyers who has been bidding his time over the last 2 – 3 years. He asked me the same question, but from the opposite side: did I agree that it would be the right time to buy. He is currently sorting his capital resources to add numbers to his rental portfolio. I agreed with him that prices have remained stable, or there or thereabouts, and that deals being done by astute buyers are still happening in their numbers. He concluded by telling me that he would be attending our next auction with his chequebook at the ready.

On both occasions, after covering the business matters we touched on the dangerous powers of press commentaries and how the media sometimes does damage to the property market and we concluded by agreeing that national newspapers and TV's were misleading rather than

guiding and that in the climate such as we currently have, the media should be listened to with caution.

When penning this introduction, these two chance meetings came to mind because they sum up the current state of the property market. Our two most recent auctions of 2019 ended with a buying success rate of 84%, which is a really good result and evidence that Brown&Co's auction market is still healthy in this part of the country. Borrowing money is relatively cheap and the demand for mortgages is still high, which continues to bode well for the property market for the future.

This time around the mix we offer is intensely varied and full of opportunity. Guide prices are set at attractive levels and all of our vendors want to achieve a result and there are, we feel, good deals to be had. We hope that we have included something that will take your fancy and look forward to meeting up with you at one of our open days or in the auction room on 26th September.

Please remember that the current anti-money laundering regulations advise that bidders should pre-register and this is now a requirement. If you would like any further details or information regarding pre-registration, please do not hesitate to get in touch with either myself or one of my colleagues.

Trevor Blythe
Auction Manager
trevor.blythe@brown-co.com



BROWN&CO OFFER ONLINE AUCTIONS

You can now sell your property 'ebay' style with Brown&Co online timed auction service. The service provides sellers with the option to sell under common traditional Unconditional auction rules or via Conditional auction, sometimes referred to as The Modern Method of Auction.

Online auctions are bespoke to the individual property and can start and end when the seller requires. This avoids the often inconvenient wait for the next scheduled auction date. All properties entered into online auction are sold, subject to an agreed Reserve.

All properties marketed for online auction are exposed to the market on leading property portals, such as Rightmove, OntheMarket and our own high traffic website brown-co.com. Additionally, modern sales methods are deployed such as the use of 360° virtual tours and Smart Viewing, real-time hosted virtual viewings.

Online auction viewings are handled via scheduled Open House viewing sessions. These are hosted by one of our professional auction team.

Our online timed auction platform is available to sell all types of property, residential commercial, land and investments.

To find out more about online auction or to arrange a free auction valuation with no obligation please call the Brown&Co Online Auction Team on 01603 629871 or email martin.cunningham@brown-co.com.

TRUST US WITH YOUR LOT

All Brown&Co auctions are supported by high quality marketing to promote them to potential buyers and ensure our clients' land and property receives maximum exposure. Contact us if you want a first class service including auction catalogues, local and national advertising and online marketing, with local knowledge and reputation as well. Let us know if you would like a copy of our Residential Auctions Divisional Brochure.

We hold regular property auctions in three regional centres, namely Retford, Spalding and Norwich.

Contact your local Auction team on:

T: 01603 629871 E: norwich@brown-co.com W: brown-co.com

BROWN&CO

WHY AUCTIONS CAN WORK FOR BUYERS AND SELLERS ALIKE

Perhaps it is worth “hammering home” the reason why we think auctions are here to stay. No-one involved in the property market can predict what will happen in this or any year but if the activity that we are currently experiencing is anything to go by, we expect to be busy in the coming months. The old adage that the valuer cannot look into his crystal ball holds true though, and we will continue to do all we can to get the marketing mix right to enable us to maximise value for our clients.

Auctions are always exciting, whether you are a buyer or a seller and are becoming an increasingly attractive method of buying and selling property. In days gone by, auctions had a reputation for providing buyers with a bargain, but times have changed and vendors now look to obtain the best possible price for cottages, farmhouses, town and country houses, land and investment property.

It is important to bear in mind that auctions do not suit all situations or properties; however there are a number of distinct advantages to putting land or property under the hammer!

The clear and transparent sales process helps to show that the best value has been achieved and this can be very important for trustees, charities, institutions or executors.

At Brown&Co we hold auctions throughout our region and in Norfolk from our Norwich Auction Centre we hold sales in the spring, summer, autumn and winter, with our winter sale being on 12th December 2019 at the Assembly House in Norwich.

We are proud of our marketing and our approach, which includes local and national advertising, online marketing and strong local knowledge.

If you would like to know more about how an auction can work for you, please contact either myself or Trevor Blythe. We can always send you an annual auction review setting out why auctions can work, together with results and detail about how we look after our clients.



BROWN&CO BRANCH NETWORK

WORKING WITH AGENTS ACROSS THE REGION

Brown&Co has a spread of offices across East Anglia and the East Midlands and in order to maximise the opportunities available and to make our auction business as significant as it is, we are continuing to spread the service across our offices and we have now established auction centres in Spalding, Retford and Brigg, and equally work with some of the region's leading estate agents. The benefit is quite simple: we offer unrivalled auction coverage across the region and a co-ordinated pro-active approach to selling property.

IMPORTANT INFORMATION

Guide prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide. This reserve price is confidential. Prospective purchasers are advised to check with the Auctioneers regarding any amendments. Neither the client nor Brown&Co will be liable for any loss or expense incurred by prospective buyers as a result of guides/reserves being increased prior to the sale. Please be aware that filming may be taking place during the auction. An administration charge of £900 (£750 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

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RESULTS OF REGIONAL PROPERTY AUCTION

THURSDAY 20TH JUNE 2019

NORWICH OFFICE:

Lot	Address	Sale Price
1	18 Fairview Road, North Walsham, NR28 9HP	£94,000
2	Garage to rear of 14 Warren Avenue, Fakenham, NR21 8NP	SALE AGREED AFTER
3	Parcel of Land off Queens Close, Blakeney, NR25 7PQ	SOLD PRIOR
4	51 Norwich Road, Pulham St Mary, IP21 4QX	WITHDRAWN
5	Croft House, 2 Coltishall Road, Belaugh, NR12 8UX	£525,000
6	Flats 2 & 3, 28 Cromer Road, Sheringham, NR26 8RR	£241,000
7	95 Norfolk Street/95a West Street, Wisbech, PE13 2LF	WITHDRAWN
8	Harema, Mill Road, Terrington St John, PE14 7SF	SALE AGREED AFTER
9	Heath Farm, Lynn Road, Swaffham, PE37 7PZ	£190,000
10	Renwick Lodge, 1 Renwick Park East, West Runton, NR27 9LY	£300,000
11	102 Christchurch Road, Norwich, NR2 3NG	£370,000
12	67 Gowing Road, Hellesdon, Norwich, NR6 6UH	SALE AGREED AFTER
13	Crossways, 1 Norwich Road, Brooke, NR15 1AB	£190,000
14	Avondale Lodge, 18 Postwick Lane, Brundall, NR13 5LR	£370,000
15	Thorpe Island, Yarmouth Road, Thorpe St Andrew, NR7 OEQ	£94,000

REGIONAL PROPERTY AUCTION

THURSDAY 26TH SEPTEMBER 2019

NORWICH OFFICE:

Lot	Address	Guide Price
1	30 Albany Road, Norwich, NR3 1EE	£100,000 - £120,000*†
2	159 & 159a Sprowston Road, Norwich, NR3 4QQ	£150,000 - £170,000*†
3	56 Church Road, Tasburgh, NR15 1ND	£150,000 - £175,000*†
4	Industrial Site, Buntings Lane, Methwold, IP25 4PR	£150,000 - £200,000*†
5	2 Wellington Road, Dereham, NR19 2BP	£275,000 - £325,000*†
6	1 & 2 Watton Road, Griston, IP25 6QF	£375,000 - £425,000*†
7	Land off Church Lane, East Tuddenham, NR20 3JW	£10,000 - £20,000*†
7A	Middle Tree, Tunbeck Road, Wortwell, IP20 0HP	£100,000 - £120,000*†
8	7 Old Womens Lane, Cley-next-the-Sea, NR25 7TY	£150,000 - £170,000*†
9	15 Livingstone Street, Norwich, NR2 4HE	£125,000 - £130,000*†
10	Land on Saxlingham Road, Blakeney, NR25 7PD	£20,000 - £25,000*†
11	104 Norwich Road, Horsham St Faith, NR10 3JE	£235,000 - £245,000*†
12	14 Albert Street, Holt, NR25 6HX	£165,000 - £195,000*†
13	112 Avenue Road, Norwich, NR2 3HP	£275,000 - £295,000*†
14	Lake View Farm, Mattishall Road, Thuxton, NR9 4QJ	£295,000 - £325,000*†
15	2 Samuel Vince Road, Fressingfield, IP21 5SP	£250,000 - £275,000*†
16	Former St John Ambulance Building, Estcourt Road, Great Yarmouth, NR30 4JQ	£20,000 - £40,000*†
17	12-13 Baker Street, Gorleston, NR31 6QT	£60,000 - £80,000*†
18	Berry Hall Farmhouse, Berry Hall Road, Barton Turf, NR12 8BD	£375,000 - £395,000*†

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PRE-BIDDER REGISTRATION NOTICE

IMPORTANT NOTICE TO PURCHASERS

BROWN&CO
AUCTION

New HMRC guidance on the Money Laundering Regulations require auctioneers to undertake a variety of Identification, Residency and other checks for all persons who offer, bid or buy at auction.

What the new regulations mean for you as a bidder or buyer at the auction:

For an individual bidding in person at auction, you are required to present original Identification and Residency documents that we shall copy and retain. Bidder registration will be available one hour prior to the start of the auction.

For an individual acting on behalf of a third-party individual, we require equivalent documentation for the bidder and proposed Beneficial Owner(s) and a signed letter of authority authorising the bidder to act for the buyer.

For an individual acting on behalf of a company we will require the company trading name, Companies House number, Identification and Residency documents for all Persons of Significant Control and proxy bidders and any letters of authority. We will require these in advance of the auction date.

At registration for the auction as a minimum you must provide two forms of ID, one photographic and one proof of residence. A list of acceptable ID and residence documents is below.

Photographic evidence of identity:

- Current Passport
- Current full UK/EU photo card Driving Licence
- Valid ID card (HM Forces, police warrant, prison officer card, government/ local authority issued card)
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

Proof of Residence:

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (not mobile phone)
- Recent bank/ building society/ mortgage/ credit card paper statement
- Current house/ motor insurance certificate
- HMRC tax correspondence
- Recent council tax bill

How to register for bidding:

- Come to one of our offices, before auction day, in person with original ID documents.
- Registration is also available on auction day between 09:30 a.m – 10:30 a.m.
- If you are unable to attend in person, please contact the auction manager on 01603 629871 to discuss.
- Brown&Co obtain this information to carry out customer due diligence in compliance with UK Anti Money Laundering Regulations. There are no exceptions and the firm takes its legal responsibilities very seriously. Failure to provide ID could result in referral to National Crime Agency.

PLEASE NOTE: In addition to your ID documents, we may carry out electronic ID checks. Such searches do not affect your credit file. During our process we will need to establish any political connections and your source of funding. It is important to realise that a sale transaction cannot proceed until all money laundering matters have been completed.

OPEN DAY SCHEDULE & VIEWING ARRANGEMENTS

BROWN&CO
AUCTION

56 Church Street Tasburgh	Tuesdays and Thursdays 10.00am – 10.30am	Tuesdays: 27th August 3rd, 10th, 17th September	Thursdays: 22nd, 29th August 5th, 12th, 19th September
30 Albany Road Norwich	Tuesdays and Thursdays 10.30am – 11.00am		
1 & 2 Watton Road Griston	Tuesdays and Thursdays 11.30am – 12.00pm		
15 Livingstone Street Norwich	Tuesdays and Thursdays 11.00am – 11.30am		
112 Avenue Road Norwich	Tuesdays and Thursdays 12.00pm – 12.30pm		
104 Old Norwich Road Horsham St Faith	Wednesdays and Fridays 10.00am – 10.30am	Wednesdays: 28th August 4th, 11th, 18th September	Fridays: 23rd, 30th August 6th, 13th, 20th September
Berry Hall Farmhouse Barton Turf	Wednesdays and Fridays 10.00am – 10.45am		
7 Old Womens Lane Cley	Wednesdays and Fridays 11.30am – 12.00pm		
Premises at Estcourt Road Great Yarmouth	Wednesdays and Fridays 12.00pm – 12.30pm		
12-13 Baker Street Gorleston	Wednesdays and Fridays 1.00pm – 1.30pm		
Site at Buntings Lane Methwold	Please call us on 01603 629871 for viewing arrangements		
2 Wellington Road Dereham			
Lake View Farm Thuxton			
159/159a Sprowston Road Norwich			
Middle Tree, Tunbeck Road Wortwell			
2 Samuel Vince Road Fressingfield	Please call our Holt office on 01263 711167 for viewing arrangements		
14 Albert Street Holt			
Land at Saxlingham Road, Blakeney	At any reasonable time during daylight hours at your own risk.		
Land off Church Lane East Tuddenham			

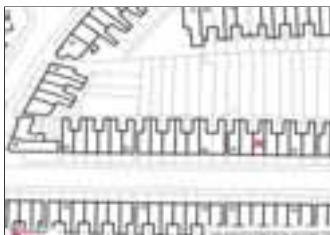
Contact your local Auction team on:

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BROWN&CO

30 Albany Road, Norwich, Norfolk NR3 1EE
Guide Price £100,000 - £120,000*†

LOT 1



General: An older style three bedroom mid-terraced house which has been let for many years but is now sold vacant. The property features gas central heating and sealed unit double glazing but further improvement and updating is now required.

Outside, the property enjoys a good sized, mature rear garden.

Agent's Note: A Target Inspection Report was conducted by Canham Consulting on 24th July 2019 and in their opinion there is no evidence of any current progressive movement occurring. A copy of this report can be inspected at the offices of the auctioneers.

Location: Albany Road is a pleasant cul-de-sac with no through traffic, lying close to many shops. Anglia Square and Norwich city centre are just a short walk away.

Directions: Head away from Norwich on St Augustines Street and at the traffic lights bear right onto Waterloo Road. Continue for some distance, passing the turning to Angel Road and Albany Road is the next turning on the right, just after the pedestrian crossing. No. 30 will be found on the left.

Energy Rating: D.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.00am and 10.30am, commencing on Thursday 22nd August and ending on Thursday 19th September.



Solicitor: Cozens-Hardy LLP (Attn Mr Dan Evans), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel. 01603 625231

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BROWN & CO

159 & 159A Sprowston Road, Norwich, Norfolk NR3 4QQ
Guide Price £150,000 - £170,000*†

LOT 2



Residential Investment Opportunity

General: This older style mid-terraced house has been divided into two self-contained flats. Both flats are in good order throughout and both benefit from night storage heating. Both units are currently unoccupied but the present owner is in the process of looking for tenants. We expect that when fully let the income would be around £12,000 gross per annum, making this an excellent investment opportunity.

Outside there is a small front garden and to the rear is a courtyard style garden with a detached brick built store shed measuring approximately 4.87m x 2.43m (16' x 8') with pitched roof.

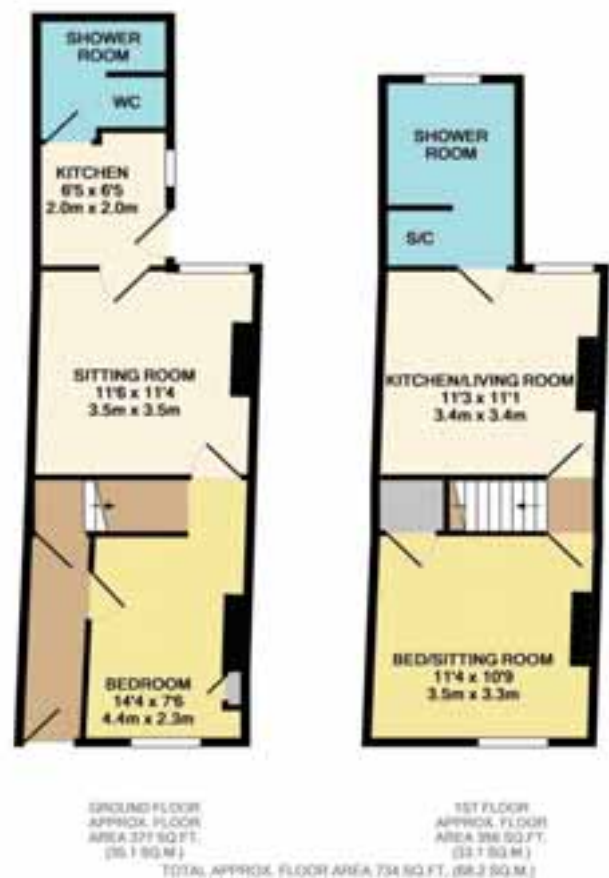
Location: The property lies in a convenient location approximately one mile north of the city centre and close to amenities.

Directions: Head away from Norwich along Magdalen Street. At the traffic lights proceed straight over onto Magdalen Road. At the traffic lights continue straight onto Sprowston Road and the property will be found on the right, just before the junction with Silver Road.

Energy Rating: Ground Floor Flat EPC: D, First Floor Flat EPC: C

Viewing: Please call us for viewing arrangements.

Solicitor: D Solicitors Ltd (Attn Lesley Diamond), Japonica House, Mill Road, Stokesby, NR29 3AL. Tel 01493 751605



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BROWN & CO

56 Church Road, Tasburgh, Norwich, Norfolk NR15 1ND
Guide Price £150,000 - £175,000*†

LOT 3



Introducing Agent

Potential Redevelopment Opportunity

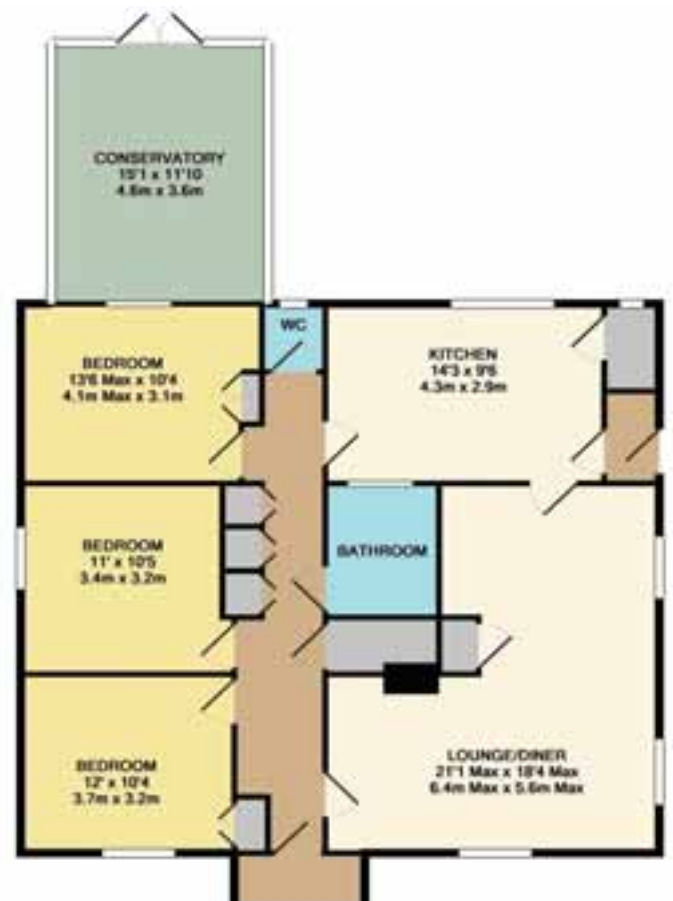
General: Three bedroom detached bungalow of non-traditional construction. The existing property has been occupied by the same family for many years but is now sold vacant. It has been extended in recent years and features sealed unit double glazed windows and an oil fired central heating system but further improvement is now required. Potential exists to remove the existing dwelling and replace with a brand new property, subject to the necessary consents being obtained. The bungalow occupies a generous and mature plot which measures approximately 165ft x 50ft, subject to measured survey.

Asbestos may be present within the property and interested parties will need to make their own enquiries regarding this matter.

Location: Tasburgh is a popular South Norfolk village which lies approximately 8 miles south of Norwich and close to the well served town of Long Stratton, which has many amenities and facilities.

Directions: Head away from Norwich on the A140 Norwich to Ipswich Road and continue through Newton Flotman. Proceed into Tasburgh, turning right just past the Countryman public house into Church Road. No. 56 will be found after a short distance on the right hand side.

Energy Rating: F.



Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.00am and 10.30am, commencing on Thursday 22nd August and ending on Thursday 19th September.

Solicitor: KJL Solicitors (Attn Jenny Boyle), Blofield Chambers, The Street, Blofield, NR13 4AA. Tel 01603 717520

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valuation or
lender legal
fees?!**



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or find out more at
togetherness.co.uk/auction-finance

Any property used as security, including your home, may be repossessed if you do not keep up repayments on your mortgage or any other debt secured on it.

*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the duration of the loan. 12 months as standard. No exit fee applies. Standard construction only.
**On loans up to £500,000 for residential properties only.

Industrial Site, Buntings Lane, Methwold, Thetford, Norfolk IP26 4PR

Guide Price £150,000 - £200,000*†



Vacant Industrial Site

General: This vacant industrial site consists of vacant offices, workshops, storage units and land offered as one lot. The buildings and offices provide approximately 30,000 sq.ft. of space and although they appear to be in good condition some improvement is now required.

To the front of the premises are the offices which overlook the main factory building. These offices are centrally heated by an oil fired system to radiators. There are ladies and gents WC's along with a kitchenette.

The main building/warehouse is steel framed with block elevations and there are roller shutter doors to the front and rear. To the rear of the site are two further buildings, one used for storage, the other a workshop which includes a spray booth. This particular building is also heated by an oil fired warm air blower and the whole site extends to approximately 2 acres, subject to measured survey.

Formerly, the site was occupied by a company known as Specialised Wheel Services and according to the Valuation Office website the premises is described as vehicle repair workshop and premises with a rateable value of £48,750, effective from 1st April 2017.

Location: The site lies on the fringe of the village which is located on the edge of the Norfolk Fens and Breckland. Methwold lies approximately 20 miles from King's Lynn and approximately 15 miles north-west of Thetford.



Directions: From the B1112 turn into the village onto High Street. Bear left at the public house onto Crown Street and where the road continues round to the right proceed straight over onto Buntings Lane. Continue for approximately 250 yards where the opening to the site will be found on the right hand side.

Energy Rating: Offices E. Unit 2 D. Unit 3 G.

Viewing: Please contact us for viewing arrangements.

Solicitors: Ward Gethin Archer (Attn Cameron Green), 3 Regis Place, Bergen Way, King's Lynn, PE30 2JN. Tel 01553 660033

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LOT 4



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BROWN & CO

2 Wellington Road, Dereham, Norfolk NR19 2BP
Guide Price £275,000- £325,000*†



Commercial Investment Opportunity or Potential Redevelopment Site

General: At present the premises is divided into seven separate commercial letting units along with an area of land used for parking. There is an entrance/exit off Wellington Road and a further exit onto Theatre Street. Five of the units are currently let producing an income of approximately £13,680 per annum. All tenancies are on an informal basis. Two of the larger units have recently become vacant and there is a further stand-alone building. When fully let, potential income is around £2,875 per calendar month or £34,500 per annum.

Outside and within the grounds is parking for approximately 12 or more vehicles. Alternatively, the whole site could be developed into a number of residential units either new build or conversion, subject to the necessary consents being obtained.

Location: This town centre site is located close to amenities and just a step up from the market place.

Energy Rating: Details will be available in the legal pack.



Directions: Head away from the market place and at the roundabout take the second exit and bear right into Wellington Road. The property will be found after a short distance on the left hand side.

Viewing: Please call us for viewing arrangements.

Solicitor: Wade & Davis (Attn Michael Chapman), 28 High Street, Gt Dunmow, Essex, CM6 1AH. Tel. 01371 872816

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BROWN & CO

LOT 5



UNIT NO.	MONTHLY INCOME	ANNUAL INCOME
1 - vacant	was £935	£11,220
2 - vacant	was £800	£9,600
3 - let	£380	£4,560
4 - let	£150	£1,800
5 - let	£150	£1,800
6 - let	£80	£960
7 - stand-alone unit - let	£380	£4,560
	£2,875	£34,500



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BROWN & CO

1 & 2 Watton Road, Griston, Thetford, Norfolk IP25 6QF

Guide Price £375,000 - £425,000*†



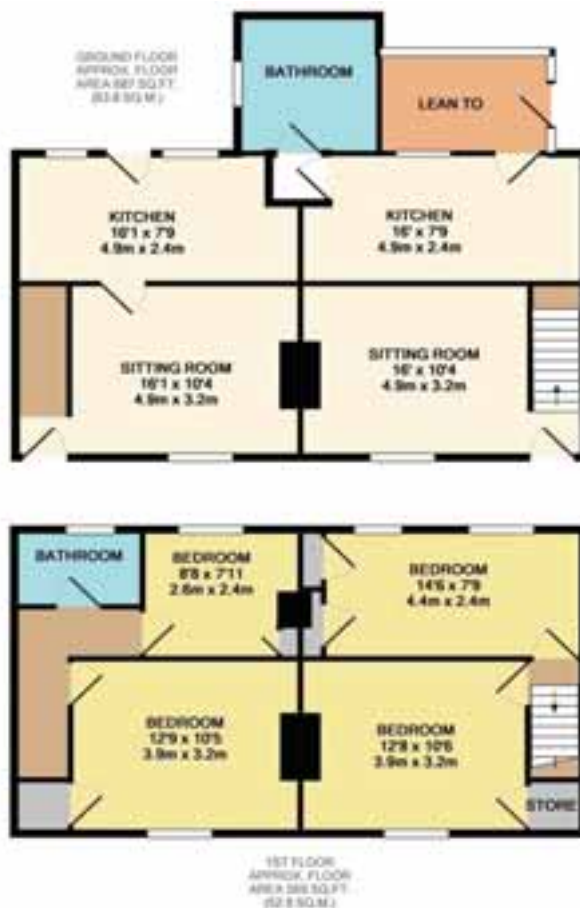
Pair of semi-detached cottages plus 3 building plots

General: Nos. 1 & 2 Watton Road are a pair of two bedroom semi-detached cottages which have been let but are now sold vacant, both requiring some improvement and updating. To the rear is a long garden where outline planning has been submitted for the construction of three single storey dwellings. Access to the plots is gained to the right hand side of no. 1 and a new driveway will have to be installed. Planning has yet to formally be granted and is subject to a reptile survey. Members voted unanimously for approval and the planning consultant does not expect the decision to change. As soon as we have an update on the situation we will amend our details accordingly.

Potential exists, if renovation of the cottages is not required, to seek further consent to demolish the two properties and replace either with a pair of brand new semis or a further detached dwelling. This of course is subject to the necessary consents being obtained. Either way, an exciting development and refurbishment opportunity.

Location: Griston lies within a few miles of the centres of Thetford, Attleborough, Dereham and Watton.

Directions: From Attleborough, proceed through Great Ellingham, Rockland St Peter and Caston and continue into the village of Griston along the Caston Road. At the junction, bear right onto Carbrooke Road and then first left into Watton Road and the properties will be found after a short distance on the right hand side.



Energy Rating: E & E.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.30am and 12.00pm, commencing on Thursday 22nd August and ending on Thursday 19th September.

Solicitor: Spire Solicitors (Attn Carl Heywood), The Pines, 50 Connaught Road, Attleborough, NR17 2BP. Tel. 01953 453143

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BROWN & CO

LOT 6



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BROWN & CO

FOR SALE BY INFORMAL TENDER



Residential Development Site at Rookery Park Beccles Road, Carlton Colville, Suffolk

An unusual opportunity to acquire a group of traditional unconverted barns with the benefit of planning consent for conversion to six dwellings.

Guide Price £300,000

Closing Date for Tenders: 27th September 2019 at 12 noon.

Contact your local Auction team on:

T: 01603 629871 **E:** norwich@brown-co.com **W:** brown-co.com

BROWN & CO

Land off Church Lane, East Tuddenham, Dereham, Norfolk NR20 3JW

Guide Price £10,000 - £20,000*†

LOT 7



General: Parcel of land which has many self-seeded and mature trees, measuring approximately 2 acres (subject to measured survey). This stunning piece of England is presently mostly overgrown and has a small stream running along the southern boundary which forms part of the River Tud, which eventually ends up flowing into the River Wensum.

Location: The land lies a short distance from the A47 Norwich to King's Lynn road, lying almost mid-way between Dereham and Costessey, which lies on the western edge of Norwich city.

Directions: Proceed out of Norwich through Costessey and continue along the A47 in the direction of Dereham. At the end of the southern bypass at Easton continue for approximately 1.75 miles, turning left at the crossroads signposted East Tuddenham into Church Lane. Continue for approximately 400 yards where a track to the land will be found. Walking down the track, continue under the overhead power lines, pass the double green corrugated doors on your right and just before the next bend in the track the land will be found on the left, approximately 50 yards past a mature oak tree.

Viewing: At any reasonable time during daylight hours at your own risk.



Solicitor: Cozens-Hardy LLP (Attn Leanne Riches), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel. 01603 625231

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BROWN & CO

Middle Tree, Tunbeck Road, Wortwell, Harleston, Norfolk IP20 0HP

Guide Price £100,000 - £120,000*†

LOT 7A



General: Middle Tree is a well-appointed single storey dwelling presented in excellent decorative order throughout. The property has been used as a holiday let and has full residential consent, featuring a kitchen/lounge/diner, shower room and bedroom. The property also benefits from sealed unit double glazing and gas fired central heating.

Outside, there is a courtyard style garden and a single parking space, making this an ideal investment opportunity or one for the owner occupier.

Location: The property lies close to the A143, which provides excellent links to Diss, Harleston and Bungay.

Directions: Head away from Bungay along the A143 in the direction of Diss and proceed for approximately 4½ miles, turning right into Tunbeck Road and then immediately left along the track way and to the left of the flint and brick wall. The property will be found after a short distance on the right hand side.

Energy Rating: C

Viewing: Please call us for viewing arrangements.

Solicitor: Sprake & Kingsley (Attn Mr Nick Kingsley), 16 Broad Street, Bungay, NR35 1EN. Tel 01986 892721



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BROWN & CO

7 Old Womens Lane, Cley-next-the-Sea, Holt, Norfolk NR25 7TY

Guide Price £150,000 - £170,000*†

LOT 8



General: Three bedroom semi-detached house located on the fringe of the village. The property has been let for many years but is now sold vacant and requires improvement, updating, modernisation and some repair.

There are grounds maintenance charges payable of £121.92 per annum, or there is an option to pay a lump sum of £1808.10.

AGENT'S NOTES:

1. A targeted inspection report was conducted by Canham Consulting on 12th April 2019 and their findings are, amongst other things, that there is a degree of roof spread to the roof structure and some outward movement of the gable wall at first floor ceiling level. There is some historic foundation movement to the rear right hand corner of the attached outbuilding and similarly some historic minor foundation movement to the front right hand corner. A copy of this report can be inspected at the offices of the auctioneers or during one of the open house events where a copy will be available for inspection.

2. The purchaser(s) will be required to sign in the auction room a Declaration of Interest Form in respect of any connection that they may have with Victory Housing Trust.

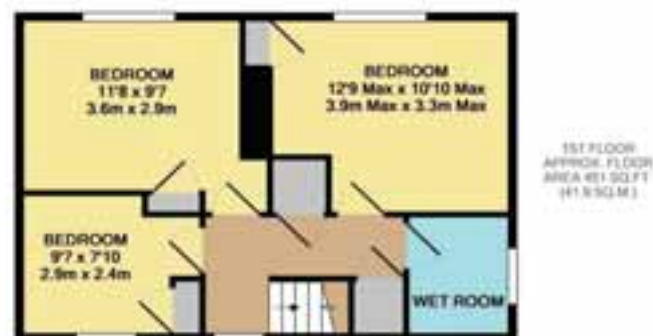
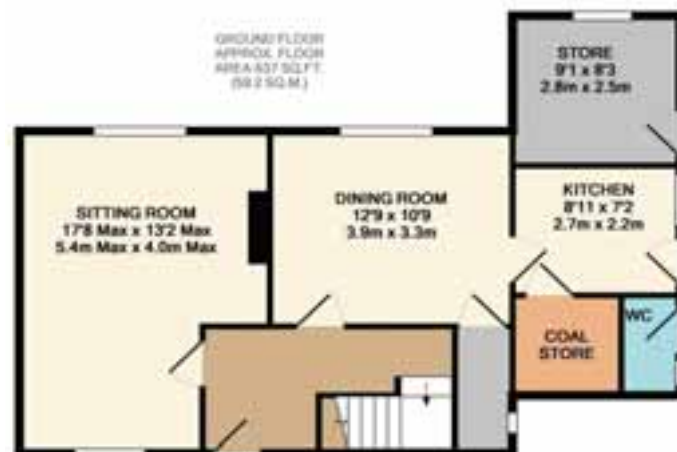
Location: Cley is a popular and sought after North Norfolk coastal village in a designated Area of Outstanding Natural Beauty. It is a popular tourist destination and lies on the coast road between Blakeney and Salthouse.

Directions: Proceed from the centre of Cley away from the village on the Holt Road. Pass the Three Swallows public house and proceed for approximately half a mile, turning left into Old Womens Lane. The property will then be found on the right.

Energy Rating: D.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 11.30am and 12.00pm, commencing on Friday 23rd August and ending on Friday 20th September.

Solicitor: Flagship Legal (Disposals), 31 King Street, Norwich, NR1 1PD Tel 0845 258 6353



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BROWN & CO

15 Livingstone Street, Norwich, Norfolk NR2 4HE
Guide Price £125,000 - £130,000*†

LOT 9



General: Older style mid terraced house which has been converted to provide loosely two rental units as there are two bathrooms (one up, one down) plus a kitchenette on the first floor. The property has gas fired central heating and some of the windows have been double glazed but further improvement is now required. Outside there are front and rear gardens.

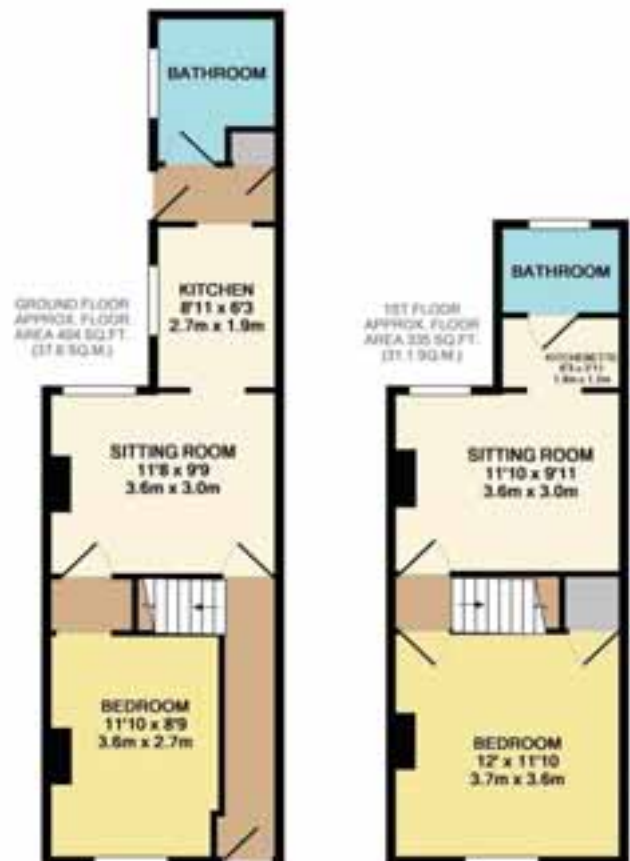
Location: Livingstone Street lies just off the Dereham Road, close to amenities and shops and approximately one mile from the city centre.

Directions: Head away from Norwich along Dereham Road, passing Northumberland Street on your right and Livingstone Street will be the next right turn. No. 15 will be found after a short distance on the right hand side.

Energy Rating: D.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Thursday 22nd August and ending on Thursday 19th September.

Solicitor: Rogers & Norton (Attn Stephen Palmer), The Old Chapel, 5-7 Willow Lane, Norwich, NR2 1EU. Tel. 01603 666001



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Associate Partner, Residential
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Amenity Land, Saxlingham Road, Blakeney, Holt, Norfolk NR25 7PD
Guide Price £20,000 - £25,000*†

LOT 10



General: An area of amenity land extending to just over 0.25 acres (STMS) and including a small copse around a poplar tree with ash and thorns.

Location: Located on Saxlingham Road (see plan) within easy reach of Blakeney and with a fine easterly outlook including a view of three churches: Blakeney, Cley and Wiveton. The site is within both the Glaven Valley Conservation Area and the coastal Area of Outstanding Natural Beauty.

Directions: Best approached from New Road (A149) in Blakeney and will be clearly seen on the left (east) side almost half a mile down the Saxlingham Road.

Viewing: At any reasonable time during daylight hours at your own risk.

Solicitor: Butcher Andrews (Attn Mr Chris Hoxley), 15 Market Place, Holt, NR25 6BE. Tel. 01263 712023

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BROWN & CO

104 Old Norwich Road, Horsham St. Faith, Norwich,
Norfolk NR10 3JE

Guide Price £235,000 - £245,000*†

LOT 11



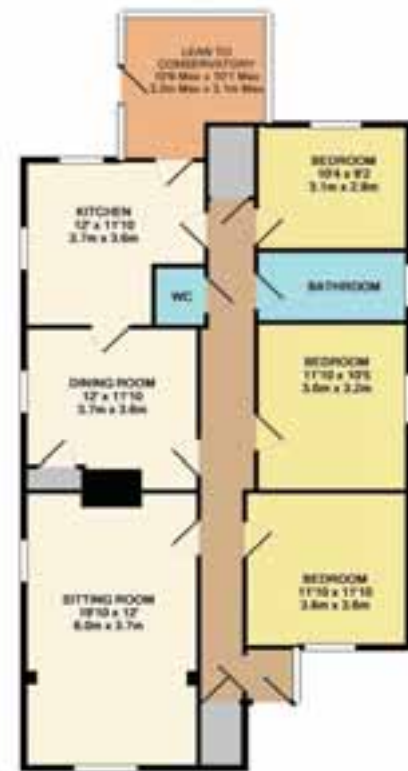
General: A detached three bedroom bungalow constructed of traditional brick with a pitched main roof and occupying a good plot of land including garage. Well arranged, flexible accommodation on a single floor with sitting room, dining room, kitchen and lean-to conservatory, together with three bedrooms and bathroom with separate WC.

Outside, the grounds are a major feature of the property, being mainly laid to lawn with flower borders and there is some privacy. The vendors have carried out planting over the years to a high standard.

We understand the property has been in the same family since it was built. The house requires updating and there is potential to extend at the rear, subject to planning, or to convert the roof space. The property is approached from the road with a drive leading down past the side of the house to the garage and there is hard standing at the front and side. The rear garden will be of great interest to those people who are keen to create a private area in keeping with the property.

Location: Horsham St Faith is situated to the north of Norwich, strategically positioned between Norwich and Aylsham and within easy reach of Holt and Drayton. Local shopping and transport facilities, with easy access to Norwich Airport and the Norfolk Broads. The recent completion of the Northern Distributor Route links this part of Norfolk with other areas, which has improved communications a great deal.

Directions: Proceed out of Norwich on the Cromer Road (A140), passing Norwich Airport and continue over the roundabout and Northern Distributor Route, continuing on Cromer Road. Turn right to Horsham St Faith and continue into the village, turning right onto



TOTAL APPROX FLOOR AREA THIS BELT'S OFFICE BUILDING
*This floor plan is for information only and does not constitute an offer of any property. It is subject to the final survey and the final floor plan. The floor plan is subject to the final survey and the final floor plan. The floor plan is subject to the final survey and the final floor plan.

Old Norwich Road. Proceed straight over the crossroads and the property will be seen on the right hand side.

Energy Rating: D.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.30am, commencing on Friday 23rd August and ending on Friday 20th September.

Solicitor: Hansells (Attn Rachel McGurk), 13 The Close, Norwich, NR1 4DS Tel 01603 615731

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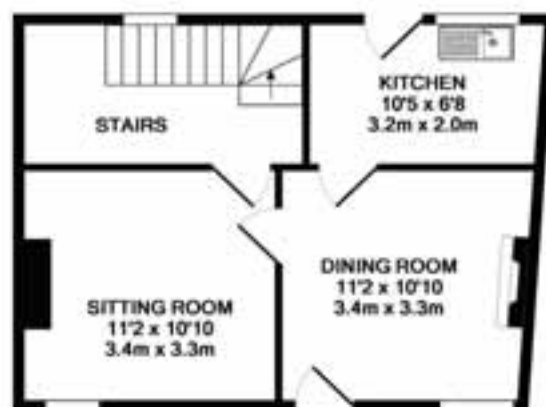
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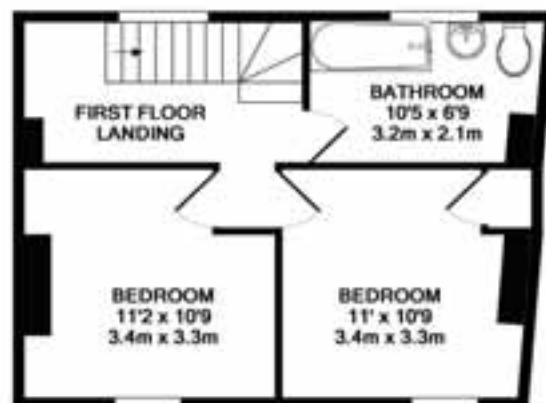
BROWN & CO

14 Albert Street, Holt, Norfolk NR25 6HX
Guide Price £165,000 - £195,000*†

LOT 12



GROUND FLOOR
APPROX. FLOOR
AREA 384 SQ.FT.
(35.7 SQ.M.)



1ST FLOOR
APPROX. FLOOR
AREA 372 SQ.FT.
(34.8 SQ.M.)

General: An attractive Grade II Listed mid-terraced double fronted cottage with small rear courtyard garden, close to the centre of Holt. The property has not come to the market for many years, being constructed of brick with a pitched main roof and offering accommodation on two floors with two reception rooms, kitchen, landing, two bedrooms and bathroom. The house requires renovation and improvement throughout and offers a great deal of potential and would suit the owner occupier or investor.

Location: Situated within walking distance of the town centre with all its local shopping and transport facilities. Holt is a popular residential area with excellent shops and facilities, being about 23 miles from Norwich and within easy reach of the North Norfolk coast, with easy access to Blakeney, Cley, Wiveton. This is an excellent opportunity to live close to the centre of a special community yet within easy reach of the Norfolk Heritage Coast and within striking distance of the cathedral city of Norwich.

Directions: Leave Holt High Street and Market Place northwards on foot past Byfords. Bear left into Albert Street and No. 14 is some seventy yards up on the right beyond the opening to the Chapel Yard car park and opposite Cross Street.

Energy Rating: G.

Viewing: By arrangement with the Holt office on 01263 711167

Solicitor: Butcher Andrews (Attn Tracy Yardley), 1 Old Post Office Street, Fakenham, NR21 9BL. Tel. 01328 863131

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BROWN & CO

112 Avenue Road, Norwich, Norfolk NR2 3HP
Guide Price £275,000 - £295,000*†

LOT 13



General: A detached house dating back to the late 1980's and constructed of brick with a pitched main roof, situated up above Whitehall Road in one of the most popular residential parts of the city.

The house has not come to the market since it was built and is constructed of brick with a pitched main roof. The accommodation is arranged on two floors, with entrance porch, entrance lobby, kitchen and sitting room on the ground floor, together with landing, shower room, separate WC and three bedrooms on the first floor.

Outside, the property is approached from the road and there is hard standing for at least one vehicle at the front, together with garden area and a delightful rear garden with terrace as well.

There is a great deal of potential for any buyer to improve the property and such work could include incorporating the garage into the property and there is scope to extend at the rear and perhaps go up into the roof space, subject to the necessary planning consent being forthcoming in all these cases.

Location: Situated in the so called "Golden Triangle" of Norwich, within walking distance of local shopping and transport facilities and close to the centre of the city with all its amenities and within easy reach of the inner and outer ring roads.

Energy Rating: D.



Directions: Proceed out of Norwich on Unthank Road and turn right into Park Lane, which merges with Avenue Road and the property will be seen on the left hand side.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12.00pm and 12.30pm, commencing on Thursday 22nd August and ending on Thursday 19th September.

Solicitor: Howard Pollok & Webb (Attn Miss C Webb), 7 Princes Street, Norwich, NR3 1AZ. Tel 01603 660051

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BROWN & CO

Lake View Farm, Mattishall Road, Thuxton, Norwich,
Norfolk NR9 4QJ

Guide Price £295,000 - £325,000*†



General: An opportunity to acquire a three bedroom detached bungalow, subject to an agricultural occupancy condition, along with about 10 acres of land and agricultural buildings suitable for a number of purposes.

Lake View Farm bungalow is constructed of brick with a pitched main roof and offers accommodation on a single floor with three bedrooms. There is a link to a double garage providing space for two cars and general storage. There is a garden area around the bungalow. The whole is approached via a drive leading past the bungalow to the land and buildings and much of the charm of the property rests with the unspoilt private location. The buildings have been used in conjunction with a duck enterprise in the past and include two general purpose frames measuring 260' x 60' approximately, with corrugated side panels and roof, concrete base, water and electricity supply. There are two grain silos with concrete apron and a number of sheds as well and in the past these buildings have housed up to 15,000 ducks.

NOTE FOR BUYERS: Purchasers should carry out their own enquiries as to the suitability of these buildings for agricultural purposes and buyers should be aware that they would need to qualify under the Agriculture Act to occupy Lake View Farm bungalow.

Location: The property is situated on the edge of the village of Thuxton and adjoining the Mid-Norfolk Railway, being a heritage line linking the market towns of Wymondham and Dereham. Thuxton provides easy access to these centres, where there are excellent local shopping and transport facilities. Good access to the city of Norwich with its shopping, transport and cultural facilities and easy access to both the A11 and A47 main roads.

Directions: Proceed out of Norwich on Earlham Road and pass over the Norwich southern bypass. Continue along the Watton Road, travelling through Barford. Proceed for about 3 miles and branch



right into Dark Lane. Continue along this road, through the village of Hardingham, and before reaching Garvestone take the right hand turn into Thuxton. Proceed into the village and the entrance to Lake View Farm will be seen on the left hand side, immediately after Thuxton station.

Energy Rating: D.

Viewing: Please call us for viewing arrangements.

Solicitor: Clapham & Collinge (Attn Erin Southgate), St Catherine's House, All Saints Green, Norwich, NR1 3GA. Tel 01603 693500

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BROWN & CO

LOT 14



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BROWN & CO

2 Samuel Vince Road, Fressingfield, Eye, Suffolk IP21 5SP

Guide Price £250,000 - £275,000*†

LOT 15



General: A detached bungalow occupying a corner plot, being one of a number of contemporary bungalows and houses close to the centre of Fressingfield. The property is constructed of brick with a pitched main roof and offers accommodation on a single floor with entrance hall/study, sitting room, dining room, conservatory, kitchen, two bedrooms, family bathroom and en-suite facilities. The property also has the benefit of a garage.

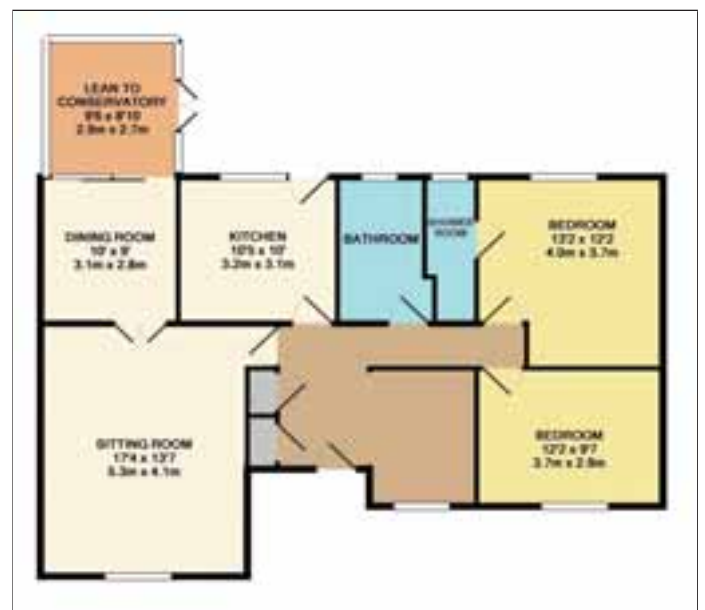
The gardens are more than adequate for a property of this size and type, with a communal drive leading round to the front and the garage area. There is a fairly private side and rear garden which is mainly laid to lawn with flower borders.

In the past the vendors opened up the property to a certain extent and incorporated the third bedroom into the entrance hall. There is scope to go back to the original accommodation if required, but equally there is potential to extend at the side and rear, subject to planning consent being forthcoming, and to perhaps create a room in the roof space.

This property represents an excellent opportunity to acquire a first class property in need of some updating.

Location: Fressingfield is located about 4 miles from Harleston and 8 miles from Diss in North Suffolk, within easy reach of Eye and close to good communication routes, with the main A140 Ipswich to Norwich Road being within easy reach and easy access to the Waveney Valley. There is a local village store together with post office, church, primary school, village hall and two public houses, including the well known Fox & Goose, with an active local community as well. This is an excellent opportunity to live tucked away in a special place.

Directions: Leave Harleston on the B1116 and continue for about 4 miles, passing through Weybread. On entering the village of Fressingfield, go past the two public houses and then turn right into John Shepherd Road and left into Samuel Vince Road. The road winds round to the left and the property will be clearly seen.



Energy Rating: E.

Viewing: Please call us for viewing arrangements.

Solicitor: Kent & Co (Attn Mrs S Kent), Calthorpe Cottages, The Green, Acle, NR13 3QX. Tel 01493 751351

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

†An administration charge of £900 (£750 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

T: 01603 629871 E: norwich@brown-co.com W: brown-co.com

BROWN & CO

Former St John Ambulance Building, Estcourt Road, Great Yarmouth,
Norfolk NR30 4JQ

Guide Price £20,000 - £40,000*†

LOT 16



GROUND FLOOR
APPROX. FLOOR
AREA 461 SQ.FT.
(42.8 SQ.M.)



1ST FLOOR
APPROX. FLOOR
AREA 463 SQ.FT.
(43.0 SQ.M.)
TOTAL APPROX. FLOOR AREA 924 SQ.FT. (85.8 SQ.M.)

General: Vacant two storey building previously occupied by St John Ambulance with the ground floor having a main reception/office, lobby and WC and upstairs a further office, meeting room, kitchen and WC. The property appears to be in reasonable order but further improvement is now required.

According to the Valuation Office website the premises is described as training room and premises with a rateable value of £4,200 effective from 1st April 2017.

Location: The premises is conveniently located close to Northgate Street, which has many shopping facilities and provides easy access to the A12 and A47 Acle New Road.

Directions: Head away north from the market place along Northgate Street. Continue for approximately 600 yards, turning right into Estcourt Road, and the premises will be found after around 200 yards on the right hand side.

Energy Rating: G.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12.00pm and 12.30pm, commencing on Friday 23rd August and ending on Friday 20th September.

Solicitor: Greenwoods GRM LLP (Attn Emily Pumfrey), Monkstone House, City Road, Peterborough, PE1 1JE. Tel 01733 887644

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

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BROWN & CO

12-13 Baker Street, Gorleston, Great Yarmouth, Norfolk NR31 6QT
Guide Price £60,000 - £80,000*†

LOT 17



General: Single storey building previously occupied by St John Ambulance which is now being sold vacant. The premises provides a good level of accommodation extending to just over 1,000 sq. ft. of space and benefits from a gas fired central heating system. The rooms are laid out as a number of meeting rooms along with a kitchen, two WC's and several store rooms.

Outside there is a small courtyard area to the side and a double garage with two up and over doors and personnel door to side.

According to the Valuation Office website the premises is described as shop and premises with a rateable value of £4,700 effective from 1st April 2017.

Location: Conveniently located close to amenities and just a short walk from the High Street, which has a wide range of shopping facilities.

Directions: From the High Street with Lloyds Bank behind you, head along Baker Street for approximately 100 yards and the property will be found on the left on the corner of Baker Street and Blackwall Reach.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 1.00pm and 1.30pm, commencing on Friday 23rd August and ending on Friday 20th September.



Energy Rating: D.

Solicitor: Greenwoods GRM LLP (Attn Emily Pumfrey), Monkstone House, City Road, Peterborough, PE1 1JE. Tel 01733 887644

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BROWN & CO

ARCHITECTURE AND PLANNING

With our primary studio based in Norwich, the Architecture and Planning department work on a wide range of exciting projects such as renovations, extensions and new builds, across the Brown&Co office network.



From inception of the scheme, including drawings and planning/building control applications, through to completion on-site, our team works on a range of schemes including; new build, residential extensions, barn conversions and listed buildings.

Our close working relationships with local authority planning, conservation and building control officers enables us to adapt to fast changing regulations and complete projects in line with clients' objectives and expectations.

Our experienced team are also able to handle contract administration of projects from small schemes to full refurbishments, ranging from £50k - £2m. By completely overseeing the works and certifying payments we can provide a completed walk-in building or conversion.

Our team offer design flair together with a safe pair of hands to take your project through from the initial stages to a completed project.

We offer as much or as little assistance as you require throughout this process – designing and overseeing an entire project or helping with only parts to suit each individual contract.

For more information contact Fraser Hall:
T 01603 629871 | E fraser.hall@brown-co.com

BROWN & CO



Berry Hall Farmhouse, Berry Hall Road, Barton Turf, Norwich,
Norfolk NR12 8BD

Guide Price £375,000 - £395,000*†

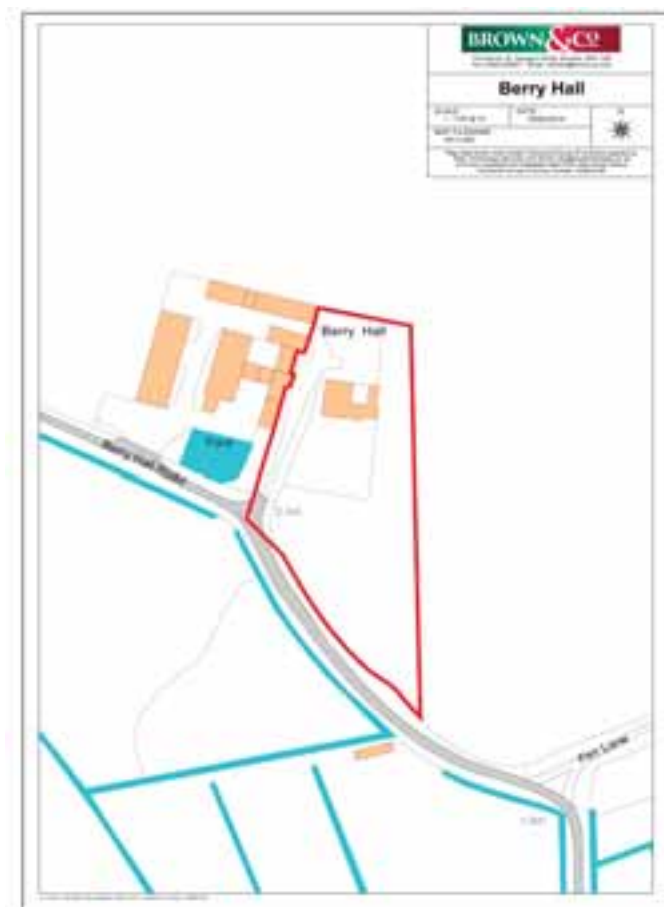


General: Berry Hall Farmhouse comprises a delightful detached Grade II Listed property, being constructed of brick with pitched main roof and set in just over 1.5 acres (STMS), offering well arranged accommodation on two floors with entrance hall, sitting room, living room, kitchen, breakfast room, scullery/dairy and WC on the ground floor, together with five bedrooms and bathroom on the first floor.

Outside, the grounds are more than adequate for a property of this size and type with side drive leading up to the side and rear of the farmhouse and front and rear gardens, together with paddock at the front and land at the side.

Berry Hall Farm has not come to the market for well over 100 years and there is great potential to re-organise the accommodation. The property requires improvement and renovation throughout and would make a very fine family home.

Location: The property is situated in Pennygate on the edge of Barton Turf in the heart of Broadland, about 3 miles from Wroxham and within easy reach of the north-east Norfolk coast and the city of Norwich. This is an excellent opportunity to live tucked away in a special place with easy access to Barton Broad and the Broadland network. Stalham is about 3 miles away with all its local shopping and transport facilities.



Directions: From Norwich, proceed out of the city on Sprowston Road and continue onto A1151 Wroxham Road, passing Sprowston Country Club and going across the Northern Distributor Route, continuing through Wroxham and Hoveton heading towards Stalham. After about 3½ miles turn right into Smallburgh Road, following signs Barton Turf, turn left into Mill Road after about 0.75 mile, continue along this road, bearing left into Pennygate and then after a short distance bear left again into Berry Hall Road. Continue along this road and the entrance will be found immediately on the left just after the duck pond.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.45am, commencing on Friday 23rd August and ending on Friday 20th September.

Solicitor: Cozens-Hardy LLP (Attn Mr Dan Evans), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel. 01603 625231

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

†An administration charge of £900 (£750 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

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BROWN & CO



TOTAL APPROX. FLOOR AREA 2066 SQ FT (194.0 SQ M)
 Whilst every effort is made to ensure the accuracy of this floor plan, the seller does not accept any liability for errors, omissions, or misstatements. This plan is for information only and should not be used as a basis for any contract. The seller accepts no responsibility for any loss or damage arising from the use of this plan. Plans are subject to change without notice.



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

†An administration charge of £900 (£750 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

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BROWN & CO



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PROPERTY AND BUSINESS CONSULTANTS

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PROPERTY NEEDS, WE HAVE THE
TEAM TO HELP.



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NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form.

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE:

BROWN&CO
AUCTION

Name: _____

Name of Company (if applicable): _____

Of (Address): _____

Postcode: _____

Tel: _____ Mobile: _____

*I/We hereby authorise Brown&Co to bid on *my/our behalf by *proxy/telephone for the property detailed below. (*delete as applicable)

I confirm that I have read and understood the Special and General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone as set out overleaf.

PROPERTY AND BID DETAILS

Lot No. _____ Property Address: _____

My maximum bid (proxy bids only) will be: £ _____

(amount in words) _____

DEPOSIT

*I attach a cheque for 10% of my proxy bid or £5000, whichever is the greater, made payable to BROWN&CO

OR

*I attach a blank cheque to be completed by the Auctioneer if my bid is successful.

My cheque of £ _____ is made payable to BROWN&CO.

(amount if applicable) _____ (*delete as applicable)

SOLICITORS

My solicitors are: _____

Of (Address): _____

Postcode: _____

Tel: _____ Person acting: _____

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 buyer of the property referred to above and must complete the purchase of the property within the time specified in the Special Conditions of Sale.

I enclose a separate cheque in respect of administration charges, which will only be payable if I am the successful buyer, made payable to BROWN&CO in the sum of £900 (£750 plus VAT).

Signed: _____ Dated: _____

PLEASE RETURN THIS FORM WITH YOUR CHEQUE AND ID INFORMATION TO: BROWN&CO,
THE ATRIUM, ST GEORGE'S STREET, NORWICH NR3 1AB AND MARK THE ENVELOPE "PROXY BID".

BROWN&CO

TERMS AND CONDITIONS

FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property does so under the following terms and conditions:

BROWN&CO
AUCTION

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT. We will also require proof of identity in the form of a driving licence or passport and a utility bill before we can act on your behalf.
2. The form must be sent to, or delivered to: Brown&Co, The Atrium, St George's Street, Norwich, NR3 1AB 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 has been received by Brown&Co and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser for 10% of the purchase price if the prospective purchaser is successful in purchasing the relevant property, in accordance with the General or Special Conditions of Sale relating to the Lot.
4. The bidder shall be deemed to have read the "Important Buyers' Information" and the particulars of the relevant Lot in the catalogue together with 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.
5. In the case of a written bid, Brown&Co staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Brown&Co reserve the right not to bid.
6. Brown&Co reserve the right not to bid on behalf of 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 would be made on behalf of the bidder and accept no liability.
7. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendor's solicitor pending completion.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no responsibility whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Brown&Co liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
11. An administration charge will be payable on a successful purchase in the sum of £900 (£750 plus VAT).
12. 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.
13. The authority can only be withdrawn by notification in writing delivered to Brown&Co at their office two hours before the start of the auction on the day the relevant Lot is schedule 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 a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, and any successful Contract is binding on the bidder.
14. 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 bid in addition to any bid from Brown&Co staff as empowered under the written authority. Brown&Co will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Brown&Co will not be held responsible or liable for any loss suffered in respect thereof.

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

Signed: _____

Dated: _____

Please sign this page and ensure the form overleaf if completed.

MEMORANDUM OF SALE

BROWN&CO
AUCTION

Property Address: _____

The Seller: _____

The Buyer: _____

Post Code: _____ Tel: _____

It is agreed that the Seller sells and the Buyer 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 above mentioned.

Purchase Price: £ _____

Less Deposit: £ _____

Balance: £ _____

Dated: _____

Completion Date: _____

Signed: _____

Authorised Agent for Seller

As Agents for the Seller we acknowledge receipt of the deposit in the form

of: _____

Dated: _____

Signed: _____

The Buyer

Buyer's Solicitor: _____

Post Code: _____ Tel: _____

Seller's Solicitor: _____

Post Code: _____ Tel: _____

GENERAL REMARKS & STIPULATIONS

IMPORTANT BUYERS INFORMATION

(All lots are sold subject to Special Conditions of Sale)

BROWN&CO
AUCTION

1. CONDITIONS OF SALE

Special conditions of sale relating to each property are available upon request from the Auctioneers, prior to the auction date. Purchasers will be deemed to have inspected these Special Conditions of sale and will be legally bound by these Conditions, which will form part of the Memorandum of Sale. It is strongly advised that you consult your solicitor prior to bidding at the auction, and it is essential that prospective purchasers will have made the necessary pre-contract searches and enquiries.

2. AUCTION PROCEDURE AND LEGAL MATTERS

Common Auction Conditions together with Special Conditions of Sale are available on request from the Auctioneers office or can be downloaded from our website, or from solicitors acting for the various properties.

3. VIEWINGS

All viewings are strictly by appointment with the Auctioneers. Where viewing times are specified a representative from Brown&Co will be in attendance and you may view without an appointment.

4. GUIDE PRICES AND RESERVES

Guide prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide. This reserve price is confidential. Prospective purchasers are advised to check with the Auctioneers regarding any amendments. Neither the client nor Brown&Co will be liable for any loss or expense incurred by prospective buyers as a result of guides/reserves being increased prior to the sale.

5. WITHDRAWAL OF LOTS

The Auctioneers reserve the right to withdraw any of the lots prior to the auction date, therefore prospective purchasers should check with the Auctioneers the day before the sale to ensure the availability of the lots.

6. PARTICULARS

The particulars have been carefully prepared and are believed to be correct, but no warranty of accuracy is given or implied and with the property being open to inspection, purchasers shall be deemed to have satisfied themselves that it is correctly described in all respects, both as to quantity and otherwise and no error or mis-statement shall annul the sale, nor in any circumstances give grounds for any action in Law, nor shall such error or mis-statement be deemed a ground for payment of compensation.

7. EASEMENTS

The property is sold subject to and with the benefit of all easements and privileges as legally affect or belong to the property.

8. DEPOSIT

Prospective purchasers should note that a deposit of 10% of the purchase price shall be paid by cheque or debit card (cash not acceptable) to the Auctioneers as agents for the vendor, subject to the minimum payment of £5,000. Due to regulations regarding Money Laundering, the Buyer must provide proof of identity and address prior to contracts being signed in the Auction Room: acceptable documents are listed under Item 12 below.

9. INSURANCE

The successful bidder will be responsible for Buildings insurance at the fall of the hammer.

10. DISPUTES

Should any disputes arise between the Vendor and the Purchaser as to the interpretation of any part of the said particulars and General Remarks and Stipulations, or as to any matter therein contained, the same shall be referred to the arbitration of the Auctioneers whose decision shall be conclusive and binding on all parties.

11. SCHEDULE

The Purchaser shall be deemed to have satisfied himself as to the description of the property and any error or mis-statement shall not annul the sale or entitle either party to compensation in respect thereof.

12. MONEY LAUNDERING REGULATIONS

In order to meet our legislative requirements under the Money Laundering Regulations, bidders should bring identification documentation such as passport, driving licence or utility bill to the auction on the day.

Bidders should provide one document from each list:

Identity Documents: Current signed passport
Current UK photocard driving licence
Firearms Certificate
Evidence of Address: Current full UK driving licence
A utility bill issued within the last 3 months
A Local Authority tax bill
Bank, building society or credit unit statement or most recent mortgage statement from a UK lender

A driving licence can be used as evidence for either one or the other but not for both.

13. ADMINISTRATION CHARGE

In addition to the deposit required upon exchange of contracts, buyers will be required to pay an administration fee. This charge amounts to £900 (£750 plus VAT) and can be paid by cheque or debit card. A full VAT receipt will be issued by the agents following the auction. These arrangements include pre-auction purchases.

14. TELEPHONE OR PROXY BIDDING

Prospective purchasers should be aware that we do offer this service and details are available from the Auctioneers upon request.

Should there be any queries please consult the office of the Auctioneers.

MISREPRESENTATION ACT 1967

- The property is sold with all faults and defects whether of condition or otherwise and neither the vendors nor Messrs. Brown&Co – Agents for the Vendors – are responsible for such faults or defects or for any statement contained in the particulars of the lots by the said Agents.
- The Purchaser shall be deemed to acknowledge he has not entered into a contract in reliance on any of the said statements, and he has satisfied himself as to the contents of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the Vendor or the said Agents in relation to, or in connection with the property.
- Any error, omission or mis-statement in any of the said statements shall not entitle the Purchaser to rescind or to be discharged from this contract, nor entitle either party to compensation or damages, and not in any circumstances give either party any cause for action.

BROWN&CO – MORE THAN JUST AUCTIONS

As property professionals, Brown&Co advise land and property owners on a wide range of issues.

RESIDENTIAL PROPERTY SALES

Our regional strength and quality of service makes us the first choice for quality property sales.

COMMERCIAL PROPERTY

Our commercial property team advise businesses and investors on a wide range of commercial property issues, including sales and purchases.

AGRICULTURAL ADVICE

We help farmers and landowners make the best use of their assets and ensure their business is developing in line with objectives.

- 11 Offices across Central and Eastern England
- ISO9001 Quality Accredited
- Qualified professional advice

FULL OFFICE LISTING

Banbury	01295 273555	
Brigg	01652 654833	Regional Auction Centre
Bury St Edmunds	01284 725715	
Ely	01353 662676	
Grantham	01476 591991	
Holt	01263 713143	
Huntington	01480 432220	
King's Lynn	01553 770771	
Melton Mowbray	01664 502120	
Norwich	01603 629871	Regional Auction Centre
Retford	01777 709112	Regional Auction Centre
Sheringham	01263 822488	
Spalding	01775 722321	Regional Auction Centre

COMMON AUCTION CONDITIONS (Edition3)

REPRODUCED WITH THE CONSENT OF RICS

BROWN&CO
AUCTION

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 9.3:

- the date specified in the special conditions; or
- if no date is specified, 20 business days after the contract date;

but if that date is not a business day the first subsequent business day.

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

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

Auction Conduct Conditions

1 Introduction

- Words in *italics* have special meanings, which are defined in the Glossary.
- The *catalogue* is issued only on the basis that you accept these *auction conduct conditions*. They govern our relationship with you and cannot be disappplied or varied by the *sale conditions* (even by a *condition* purporting to replace the whole of the *Common Auction Conditions*). They can be varied only if *WE* agree.

2 Our role

- As agents for each *seller* we have authority to
 - prepare the *catalogue* from information supplied by or on behalf of each *seller*;
 - offer each *lot* for sale;
 - sell each *lot*;
 - receive and hold deposits;
 - sign each *sale memorandum*; and
 - 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*.
- Our decision on the conduct of the *auction* is final.
- 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*.
- 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.

3 Bidding and reserve prices

- All bids are to be made in pounds sterling exclusive of any applicable VAT.
- We may refuse to accept a bid. We do not have to explain why.
- If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- Unless stated otherwise each *lot* is subject to a *reserve price* (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*.
- Where there is a *reserve price* the *seller* may bid (or ask us or another agent to bid on the *seller's* behalf) up to the *reserve price* but may not make a bid equal to or exceeding the *reserve price*. You accept that it is possible that all bids up to the *reserve price* are bids made by or on behalf of the *seller*.

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

4 The particulars and other information

- 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.
- If the *special conditions* do not contain a description of the *lot*, or simply refer to the relevant *lot* number, you take the risk that the description contained in the *particulars* is incomplete or inaccurate, as the *particulars* have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- The *particulars* and the *sale conditions* may change prior to the *auction* and it is your responsibility to check that you have the correct versions.
- If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

5 The contract

- A successful bid is one we accept as such (normally on the fall of the hammer). This *condition 5* applies to you if you make the successful bid for a *lot*.
 - You are obliged to buy the *lot* on the terms of the *sale memorandum* at the *price* you bid plus VAT (if applicable).
 - You must before leaving the *auction*:
 - provide all information we reasonably need from you to enable us to complete the *sale memorandum* (including proof of your identity if required by us);
 - sign the completed *sale memorandum*; and
 - pay the deposit.
 - If you do not we may either:
 - as agent for the *seller* treat that failure as your repudiation of the *contract* and offer the *lot* for sale again: the *seller* may then have a claim against you for breach of *contract*; or
 - sign the *sale memorandum* on your behalf.
 - The deposit:
 - 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
 - must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra *auction conduct conditions* may state if we accept any other form of payment.
 - We may retain the *sale memorandum* signed by or on behalf of the *seller* until the deposit has been received in cleared funds.
 - If the *buyer* does not comply with its obligations under the *contract* then:
 - you are personally liable to buy the *lot* even if you are acting as an agent; and
 - you must indemnify the *seller* in respect of any loss the *seller* incurs as a result of the *buyer's* default.
 - Where the *buyer* is a company you warrant that the *buyer* is properly constituted and able to buy the *lot*.
- ### 6 Extra Auction conduct conditions
- Despite any special condition to the contrary the minimum deposit we accept is £1000 (or the total *price*, if less). A special condition may, however, require a higher minimum deposit.

General Conditions of Sale

Words in *italics* have special meanings, which are defined in the Glossary.

The *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*.

1. The lot

- 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*.
- The *lot* is sold subject to any tenancies disclosed by the *special conditions*, but otherwise with vacant possession on completion.
- 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.
- 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*:
 - matters registered or capable of registration as local land charges;
 - matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - notices, orders, demands, proposals and requirements of any competent authority;
 - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - rights, easements, quasi-easements, and wayleaves;
 - outgoings and other liabilities;
 - any interest which overrides, within the meaning of the Land Registration Act 2002;

- (h) matters that ought to be disclosed by the searches and enquires 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.
- 1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- 1.6 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.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 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.
- 1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
- (b) the physical conditions of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 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.
- 2. Deposit**
- 2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).
- 2.2 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.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 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.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- 3. Between contract and completion**
- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- 3.2 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.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- 4. Title and identity**
- 4.1 Unless condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- 4.2 If any of the documents is 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 to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- 5. Transfer**
- 5.1 Unless a form of transfer is 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 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 6. Completion**
- 6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- 6.4 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.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.
- 7. Notice to complete**
- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) 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.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- 8. If the contract is brought to an end**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 7.3.
- 9. Landlord's licence**
- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 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.
- 9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) 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 9.
- 10. Interest and apportionments**
- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 Subject to condition 11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- 10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to 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.
- 11. Arrears**
- Part 1 Current rent**
- 11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- 11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- 11.4 Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- 11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- 11.7 Part 3 of this condition 11 applies where the special conditions:
- (a) so state; or
- (b) give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the
- 11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- 12. Management**
- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 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.
- 13. Rent deposits**
- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the

- cost of the *buyer* with the *buyer's* lawful instructions.
- 13.3 Otherwise the *seller* must on completion pay and assign its interest in the rent deposit to the *buyer* under an assignment in which the *buyer* covenants with the *seller* to:
- observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
- 14. VAT**
- 14.1 Where 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.
- 14.2 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.
- 15. Transfer as a going concern**
- 15.1 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.
- 15.2 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.
- 15.3 The *buyer* confirms that:
- it is registered for VAT, either in the *buyer's* name or as a member of a VAT group;
 - it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the lot as a nominee for another person.
- 15.4 The *buyer* is to give to the *seller* as early as possible before the agreed completion date evidence:
- of the *buyer's* VAT registration;
 - that the *buyer* has made a VAT option; and
 - that the VAT option has been notified in writing to HM Revenue and Customs;
- and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition 14.1 applies at completion.
- 15.5 The *buyer* confirms that after completion the *buyer* intends to:
- retain and manage the lot for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - the *buyer* must within five business days of receipt of the VAT invoice pay to the *seller* the VAT due; and
 - if VAT is payable because the *buyer* has not complied with this condition 15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.
- 16. Capital allowances**
- 16.1 This condition 16 applies where the *special conditions* state that there are capital allowances available in respect of the lot.
- 16.2 The *seller* is promptly to supply to the *buyer* all information reasonably required by the *buyer* in connection with the *buyer's* claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the *special conditions*.
- 16.4 The *seller* and *buyer* agree:
- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
 - to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. Maintenance agreements**
- 17.1 The *seller* agrees to use reasonable endeavours to transfer to the *buyer*, at the *buyer's* cost, the benefit of the maintenance agreements specified in the *special conditions*.
- 17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the actual completion date.
- 18. Landlord and Tenant Act 1987**
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 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.
- 19. Sale by practitioner**
- 19.1 This condition 19 applies where the sale is by a *practitioner* either as *seller* or as agent of the *seller*.
- 19.2 The *practitioner* has been duly appointed and is empowered to sell the lot.
- 19.3 Neither the *practitioner* nor the firm or any member of the firm to which the *practitioner* belongs has any personal liability in connection with the sale or the performance of the *seller's* obligations. The *transfer* is to include a declaration excluding that personal liability.
- 19.4 The lot is sold:
- in its condition at completion;
 - for such title as 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.
- 19.5 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.
- 19.6 The *buyer* understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the *special conditions* state "There are no employees to which TUPE applies", this is a warranty by the *seller* to this effect.
- 20.2 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 will transfer to the *buyer* on completion (the "Transferring Employees"). This notification must be given to the *buyer* not less than 14 days before completion.
 - The *buyer* confirms that it will comply with its obligations 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.
- 21. Environmental**
- 21.1 This condition 21 only applies where the *special conditions* so provide.
- 21.2 The *seller* has made available such reports as the *seller* has as to the environmental condition of the lot and has given the *buyer* the opportunity to carry out investigations (whether or not the *buyer* has read those reports or carried out any investigation) and the *buyer* admits that the *price* takes into account the environmental condition of the lot.
- 21.3 The *buyer* agrees to indemnify the *seller* in respect of all liability for or resulting from the environmental condition of the lot.
- 22. Service Charge**
- 22.1 This condition 22 applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the *seller* must provide to the *buyer* a detailed service charge account for the service charge year current on completion showing:
- 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.
- 22.4 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 payments on account (whether those payments have been received or are still then due), the *buyer* must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the *seller* within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 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*.
- 22.6 If the *seller* holds any reserve or sinking fund on 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.
- 23. Rent reviews**
- 23.1 This condition 23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The *seller* may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the *buyer*, such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the *buyer* must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the *seller*, such consent not to be unreasonably withheld or delayed.
- 23.4 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.
- 23.5 The *seller* and the *buyer* are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the *buyer* must account to the *seller* for any increased rent and interest recovered from the tenant that relates to the *seller's* period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The *seller* and the *buyer* are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. Tenancy renewals**
- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the *seller* to liability or penalty, the *seller* must not without the written consent of the *buyer* (which the *buyer* must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the *seller* receives a notice the *seller* must send a copy to the *buyer* within five business days and such as the *buyer* reasonably directs in relation to it.
- 24.4 Following completion the *buyer* must:
- with the co-operation of the *seller* take immediate steps to substitute itself as a party to any 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 the part of that increase that relates to the *seller's* period of ownership of the lot within five business days of receipt of cleared funds.
- 24.5 The *seller* and the *buyer* are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- 25. Warranties**
- 25.1 Available warranties are listed in the *special conditions*.
- 25.2 Where a warranty is assignable the *seller* must:
- 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.
- 25.3 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.
- 26. No assignment**
- The *buyer* must not assign, mortgage or otherwise transfer or part with the whole or any part of the *buyer's* interest under this contract.
27. Registration at the Land Registry
- 27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The *buyer* must at its own expense and as soon as practicable:
- procure that it becomes registered at 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.
- 27.2 This condition 27.2 applies where the lot comprises part of a registered title. The *buyer* must at its own expense and as soon as practicable:
- 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.
- 28. Notices and other communications**
- 28.1 All communications, including notices, must be in writing. Communication to or by the *seller* or the *buyer* may be given to or by their conveyancers.
- 28.2 A communication may be relied on if:
- delivered by hand; or
 - made electronically and personally acknowledged (automatic acknowledgement 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.
- 28.3 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.
- 28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- 29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

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