

PROPERTY
LAND AND
INVESTMENT
OPPORTUNITIES

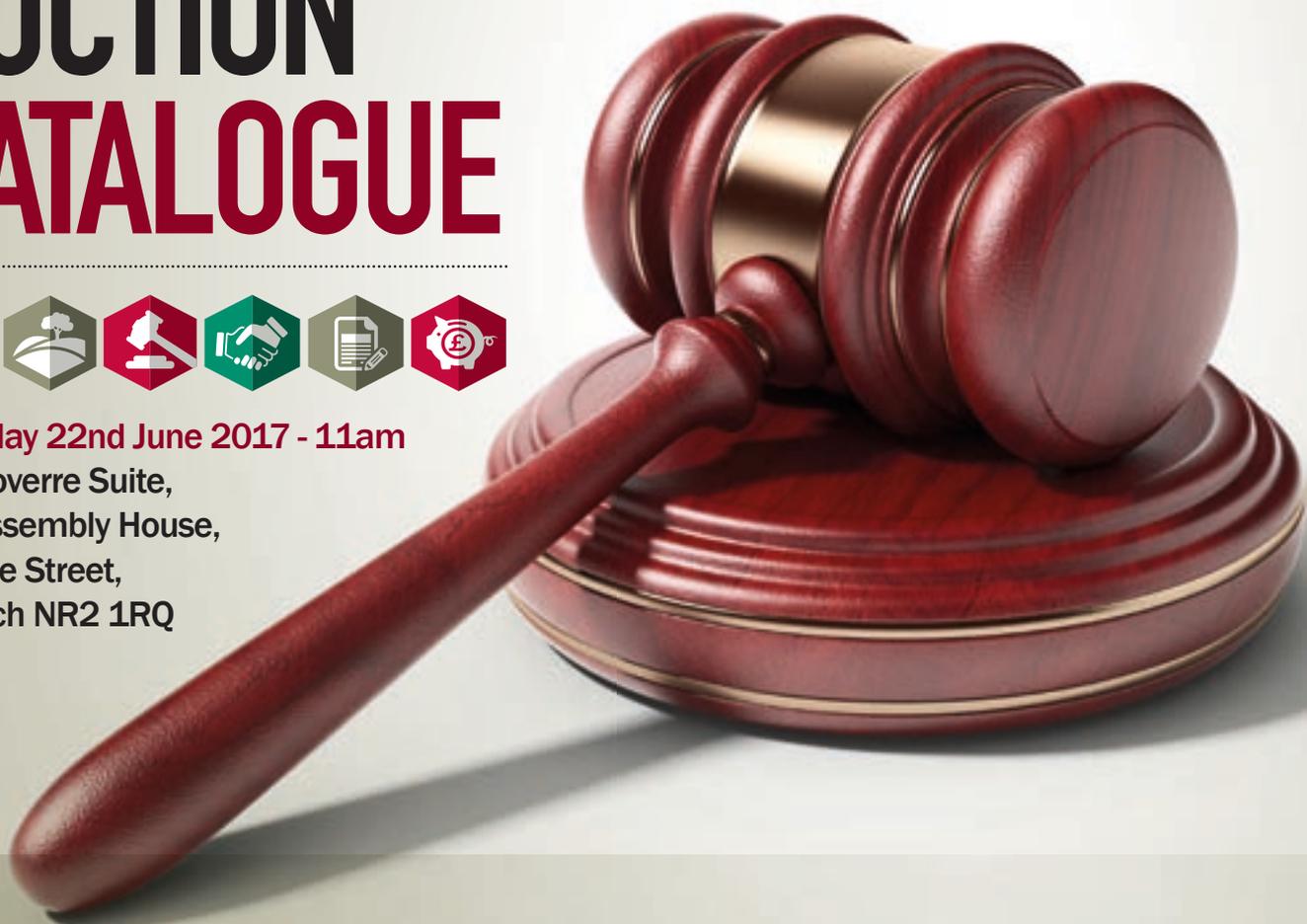
16 LOTS

AUCTION CATALOGUE



Thursday 22nd June 2017 - 11am

The Noverre Suite,
The Assembly House,
Theatre Street,
Norwich NR2 1RQ





REGIONAL PROPERTY AUCTION EAST ANGLIAN CENTRE

Location: The Noverre Suite, The Assembly House, Theatre Street, Norwich NR2 1RQ.
Date: Thursday 22nd June. **Start time:** 11am.

We are delighted to be offering some 16 lots for sale in June at the Assembly House in Norwich and this sale follows closely on the back of our successful spring auction where we were very pleased with the results.

We are very hopeful that the market will continue to be active throughout the price ranges this year and the last auction is an indication of strength and confidence so we look forward to the next few months.

We have a good variety of lots on offer including property in the city and county, with garages in Potter Heigham and Cromer, city opportunities in Green Hills Road and Penn Grove, together with land in Newton St Faith, cottages and outstanding renovation opportunities in Bergh Apton and Cringleford.

We hold four auctions per year, in the spring, summer, autumn and winter and continue to do what we can to develop the service we offer. As always, we recommend the auction process as a very satisfactory way of maximising value and producing results for our clients and we are proud that Brown & Co offers a proactive and professional service throughout the region.

We continue to work with colleagues in Norwich, together with Vicki Coleman and Tom Cator at our Holt office and James Hurst and the land agency team in King's Lynn. Our offices in Huntingdon and Bury St Edmunds also offer an auction service and we are looking to spread this across Eastern England and the East Midlands.

We work closely with Archant Newspapers and have joined the Mustard TV panel and hope that this medium will give viewers further information about the auction process and how Brown & Co can help buyers and sellers alike.

An auction sale suits so many different types of property and we are always keen to answer questions and to help people with enquiries either during the marketing period or at other times during the year. Equally, we are available to inspect properties at any time and confirm that our next auction will be in September 2017.

Trevor Blythe, myself and the entire auction team look forward to helping people in the future and to seeing you at one of our sales.

Peter Hornor
Head of Norwich Auction Centre
peter.hornor@brown-co.com



Meet the team: Left to right: Peter Hornor, Trevor Blythe and Chris McEvoy.



BROWN & CO PROPERTY AUCTIONS

We hold regular property auctions in three key regional centres (Retford in Nottinghamshire, Spalding in Lincolnshire and Norwich). Brown & Co has a growing reputation and strong market presence in the areas in which we operate. Our approach has always been to develop our service along the lines of the core business of Brown & Co. We are a firm of property professionals accredited to the International Quality Standard ISO9001, giving you the assurance that the quality of our work is independently audited and constantly improving.

We undertake regular and high profile advertising leading up to our auctions, and take pride in the quality of our catalogues. In addition, our website at brown-co.com is proving to be increasingly popular as a source of enquiries for auction properties and our catalogues are always available online, together with the results of previous sales and legal packs, when available, are free to download. More recently we have joined forces with other agents across the region to offer even wider coverage, and an improved regional service.

For the latest information on this auction, including any late entries, e-mail alerts and further details of our property services visit brown-co.com. For further information on selling property at auction, or on any of the services Brown & Co offers please speak to one of the auction team on 01603 629871.



OUTSTANDING SPRING AUCTION WITH OVER £3M WORTH OF PROPERTY SOLD

We were delighted with the results of our spring auction, selling 19 out of 23 lots on the day and 2 lots after the sale. The results, including the lots sold immediately after the sale, represent a 95% success rate with over £3M worth of property sold under the hammer.

Norwich property in Constitution Hill, Patricia Road and St Martins Road sold way in excess of the reserve prices, perhaps confirming the scarcity factor and the demand for quality property in popular residential areas.

One of the star lots was a bungalow in Great Plumstead which sold for £70,000 in excess of the guide with brisk bidding. A property on The Common in Mulbarton, just to the south of Norwich, sold for £80,000 over the reserve.

We look forward to continuing this success and at the time of going to print with this catalogue have a great deal of interest in the lots for our June sale, so fingers crossed!

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 receive maximum exposure. We are keen to help people unlock value and if you would like a first class service including auction catalogues, local and national advertising and online marketing with local knowledge then contact us now. We are proud of our reputation and let us know if you would like a copy of our residential auctions divisional brochure.

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.



THE AUCTION 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 £395 plus VAT (£474) 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.

RESULTS OF REGIONAL PROPERTY AUCTION

THURSDAY 30TH MARCH 2017

NORWICH OFFICE:



Lot	Address	Guide Price	Sale Price
1	36 Goose Lane, Sutton, NR12 9SE	£100,000 - £120,000	£142,500
2	8 Garages, Harvey Estate, Gimingham, NR11 8HA	£20,000 - £30,000	£41,000
3	11 Garages to rear of 24 Green Lane, Pudding Norton, NR21 7LT	£10,000 - £20,000	£16,000
4	6 Garages to rear of 2 Vicarage Close, Potter Heigham, NR29 5LE	£15,000 - £25,000	£29,000
5	Flats 1 - 9 Barons Hall, Hall Close, Fakenham, NR21 8HQ	£350,000 - £400,000	£375,000
6	31 Church Street, Litcham, PE32 2NS	£150,000 - £170,000	£168,000
7	2 & 3 Lynn Road, East Winch, King's Lynn, PE32 1NP	£200,000 - £225,000	SOLD AFTER
8	Parcel of land adjacent to The Bungalow, Plumstead Rd, Edgefield, NR24 2AQ	£15,000 - £25,000	£106,500
9	Parcel of land opposite The Paddocks, Frettenham Rd, Horstead, NR12 7LB	£40,000 - £50,000	£45,000
10	4 Ramnoth Road, Wisbech, PE13 2JA	£25,000 - £35,000	£35,000
11	17 Red Lion Street, Aylsham, NR11 6ER	£175,000 - £200,000	£216,000
12	Plot of Land at Eastleigh Gardens, Barford, NR9 4BW	£90,000 - £110,000	SOLD AFTER
13	38 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£90,000 - £100,000	UNSOLD
14	39 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£90,000 - £110,000	UNSOLD
15	40 Larners Hill, Crossdale Street, Northrepps, NR27 9LA	£125,000 - £145,000	£130,000
16	4-7 Market Cross Mews, North Walsham, NR28 9BS	£50,000 - £70,000	£50,000
17	7 St Martins Road, Norwich, NR3 3EU	£160,000 - £180,000	£186,000
18	South Lodge Farm Bungalow, Low Road, Great Plumstead, NR13 5ED	£180,000 - £195,000	£266,000
19	Bluestone, The Common, Mulbarton, NR14 8JS	£220,000 - £230,000	£304,000
20	19 Hall Road, Martham, NR29 4PD	£125,000 - £145,000	£135,000
21	39 Patricia Road, Norwich, NR1 2PE	£80,000 - £90,000	£135,000
22	180 Constitution Hill, Norwich, NR3 4HB	£250,000 - £260,000	£286,000
23	Old Hall Farm, 11 Newport Road, South Walsham, NR13 6DS	£295,000 - £325,000	£309,000

REGIONAL PROPERTY AUCTION

THURSDAY 22ND JUNE 2017

NORWICH OFFICE:



Lot	Address	Guide Price
1	16 Elderbush Lane, Catfield, Great Yarmouth, Norfolk, NR29 5BZ	£110,000 - £130,000*†
2	Garages adjacent to 19 Vicarage Close, Potter Heigham, Norfolk, NR29 5LE	£15,000 - £25,000*†
3	35 Green Hills Road, Norwich, Norfolk, NR3 3ET	£100,000 - £120,000*†
4	Jasmine Cottage, 91 Back Street, Garboldisham, Diss, Norfolk, IP22 2SD	£160,000 - £180,000*†
5	136 Penn Grove, Norwich, Norfolk, NR3 3JP	£60,000 - £70,000*†
6	17 Newmarket Street, Norwich, Norfolk, NR2 2DW	£150,000 - £170,000*†
7	1 Tolwin Walk, Norwich, Norfolk, NR3 4TP	£130,000 - £150,000*†
8	8 Garages to Rear of 44, Lynewood Road, Cromer, Norfolk, NR27 0EF	£30,000 - £40,000*†
9	The Old Thatched Cottage, Watton Road, Shropham, Norfolk, NR17 1DY	£150,000*†
10	3 Beaucourt Place, Walcott, Norwich, Norfolk, NR12 0PH	£180,000 - £200,000*†
11	Fransgreen Bungalow, Sandy Lane, East Tuddenham, Norfolk, NR20 3JG	£225,000 - £235,000*†
12	South Lodge Cottage, Low Road, Great Plumstead, Norwich, Norfolk, NR13 5ED	£190,000 - £210,000*†
13	Broomfield, Loddon Road, Bergh Apton, Norwich, Norfolk, NR15 1BT	£325,000 - £345,000*†
14	190 Manor Road, Newton St. Faith, Norwich, Norfolk, NR10 3LG	£160,000 - £180,000*†
15	7.52 acres Amenity Land off Manor Rd, Newton St. Faith, Norfolk, NR10 3LG	£80,000 - £110,000*†
16	1 Stratford Crescent, Cringleford, Norwich, Norfolk, NR4 7SF	£495,000 - £525,000*†

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IMPORTANT NOTICE TO PURCHASERS

To comply with Anti-Money Laundering Regulations please make sure you can supply the following documentation if you are the successful bidder.

- If you are purchasing a property in your name we will require two forms of identification:
 1. Photographic – driving licence or passport
 2. Proof of residence – council tax or utility bill received within the last three months (something with your name and home address clearly stated)
- If the lot is being bought in more than one name, two forms of ID (as above) for all parties must be provided.
- If you bid on behalf of somebody else (Proxy bid) we require two forms of ID (as above) for the person bidding and for the intended purchaser(s).
- For company purchasers, two forms of ID (as above) must be provided for the bidder, along with two forms of ID for anybody in the company having more than a 25% beneficial share, plus the Company's Certificate of Incorporation.



16 Elderbush Lane, Catfield, Great Yarmouth, Norfolk NR29 5BZ
 Guide Price £110,000 - £130,000*†

LOT 1



General: Older style three bedroom semi-detached house requiring improvement and updating. The property has been tenanted for many years and is now sold vacant. Oil fired central heating and sealed unit double glazing have already been installed.

Outside, the property enjoys a generous plot with a rear garden measuring just over 100ft in length (subject to measured survey).

Location: Elderbush Lane lies just off the A149 and is almost mid-way between Stalham and Potter Heigham.

Directions: Head away from Stalham in the direction of Potter Heigham and continue for approximately 3 miles. Turn right into Elderbush Lane, continue for approximately 250 yards and go over the crossroads. Proceed for another 500 yards, still on Elderbush Lane and a group of houses will be seen, with no. 16 being on the right hand side.

Energy Rating: E.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.45am and 11.15am, commencing on Friday 19th May and ending on Friday 16th June.

Agent's Note: The purchaser 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.



Solicitors: Hansells (Attn Mr Bryan Gillery), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

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LOT 2
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Garages adjacent to 19, Vicarage Close, Potter Heigham,
Great Yarmouth, Norfolk NR29 5LE
Guide Price £15,000 - £25,000*†



General: Six garages in two blocks, one of five and the other a single detached garage which sits the other side of a pedestrian walkway from the main block. All garages are currently vacant and improvement to all is required.

Please note: Keys to the vacant garages may not be available upon completion and the successful bidder is likely to have to bear the cost of any replacement locks.

Wayleaves, Easements and Rights of Way: These garages are sold subject to and with the benefit of all existing rights including rights of way whether public or private light support drainage water and electricity supplies and other rights easements quasi-easements and all wayleaves whether referred to or not in these particulars.

Location: Potter Heigham is a popular Broadland village which has a wide range of shopping facilities and lies just off the A149, approximately 10 miles from Wroxham, 5 miles from Stalham and 10 miles from Caister on Sea.

Directions: Head away from Wroxham towards Great Yarmouth and continue for approximately 10 miles. Turn left into Station Road and proceed into Potter Heigham. Turn left into Station Road and at the junction turn left again into School Road. Turn first left into Vicarage Close and the garages will be found down a walkway between no. 19 and 21. Alternatively, vehicular access can be found by driving to the right of no. 20 and turning left down an alleyway where the garages will be found on your left hand side.

Viewing: External viewings only at any reasonable time during daylight hours.

Agent's Note: The purchaser 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.

Solicitors: Hansells (Attn Mr Bryan Gillery), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

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35 Green Hills Road, Norwich, Norfolk NR3 3ET
Guide Price £100,000 - £120,000*†

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LOT 3
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General: Older style mid-terraced house which has been let for many years and is now sold vacant. The property benefits from gas central heating and the two windows at the front are double glazed. However, further improvement and updating to the rest of the property is now required.

Outside there are small front and rear gardens in need of attention. The rear garden has a personal gate which leads to a passageway.

Location: Green Hills Road lies within walking distance of Anglia Square and the city centre.

Directions: Head away from Norwich along the Aylsham Road and where the road forks, bear left onto Drayton Road. At the mini-roundabout turn left into St Martins Road and turn second left into Green Hills Road. No. 35 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 10.00am and 10.30am, commencing on Thursday 18th May and ending on Thursday 15th June.

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



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LOT 4

Jasmine Cottage, 91 Back Street, Garboldisham, Diss,
Norfolk IP22 2SD
Guide Price £160,000 - £180,000*†



Joint Sole Agents

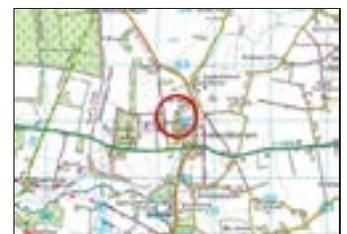
General: Timber framed part tiled, part thatched semi-detached cottage. The property appears to be in good decorative order throughout although some updating and improvement is now required. The cottage has oil fired central heating and retains many original features yet is not Listed. Outside, the driveway provides off road parking and the rear garden is laid to grass with plants, shrubs and evergreens. Brick and flint outbuilding which has a working WC and wash hand basin.

Location: Back Street is an attractive typical English country lane which is also a No Through Road. There are many similar types of properties dotted around the street. Within the village is a handsome Victorian village school and this popular village is situated along the Norfolk/Suffolk border and lies approximately 18 miles from the well-served town of Bury St Edmunds and approximately 8 miles from Diss.

Directions: On entering the village from either Diss or Thetford, turn beside the former Fox Inn public house and turn immediately left into Church Road. Continue to the junction, turning right into Back Street and Jasmine Cottage will be found almost at the very end on the left 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 Tuesday 23rd May and ending on Thursday 15th June.



Solicitors: Francis Chenery, Norfolk House Courtyard, St Nicholas Street, Diss, IP22 4LB. Tel 01379 644055

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e: norwich@brown-co.com t: 01603 629871

brown-co.com



136 Penn Grove, Norwich, Norfolk NR3 3JP
Guide Price £60,000 - £70,000*†

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LOT 5
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General: The property comprises a centre townhouse of non-traditional construction having part brick and part weatherboarded external elevations under a flat felted roof.

The dwelling has been damaged by both fire and water and consequently, would now benefit from a comprehensive scheme of repair and improvement together with redecoration.

The accommodation includes entrance hall with WC off, two reception rooms and kitchen, three bedrooms and bathroom. Outside, there are front and rear garden areas.

The property, once renovated, is considered suitable for either owner/occupier or investment purposes.

Location: Situated off Aylsham Road, it is convenient for local shops and just over 1½ miles north of the city centre. Prospective purchasers should note that the dwelling has the distinct advantage of overlooking Pointers Field to the front.

Directions: Leaving Norwich from the inner ring road, proceed into Pitt Street which in turn leads into St Augustine's Street. At the traffic lights proceed into Aylsham Road. Continue past Penn Grove and the Mandarin Cycle shop and turn next right into Vicarage Road. Proceed down to the right hand turn and the property will face you over looking Pointers Field. The front door of the property will be found on the left hand side on the pedestrian pathway access.

Energy Rating: E.

Services: We believe that all mains services are available.

Tenure: Freehold.

Council Tax: Band B.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12 noon and 12.30pm, commencing on Thursday 18th May and ending on Thursday 15th June.

AGENT'S NOTE: Anybody wishing to view this property should contact the office prior to viewing as we have some important and pertinent information regarding this house.

Solicitors: Clapham & Collinge (Attn Mrs A Kittle), St Catherine's House, All Saints Green, Norwich, NR1 3GA. Tel: 01603 693500

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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





17 Newmarket Street, Norwich, Norfolk NR2 2DW
Guide Price £150,000 - £170,000*†

LOT 6



General: The property comprises an over the passage centre terraced house having brick external elevations under a pitched pantiled roof with more recent single storey flat roofed extension to the rear. There is a mono-pitched single storey extension to the front of brick and tile construction.

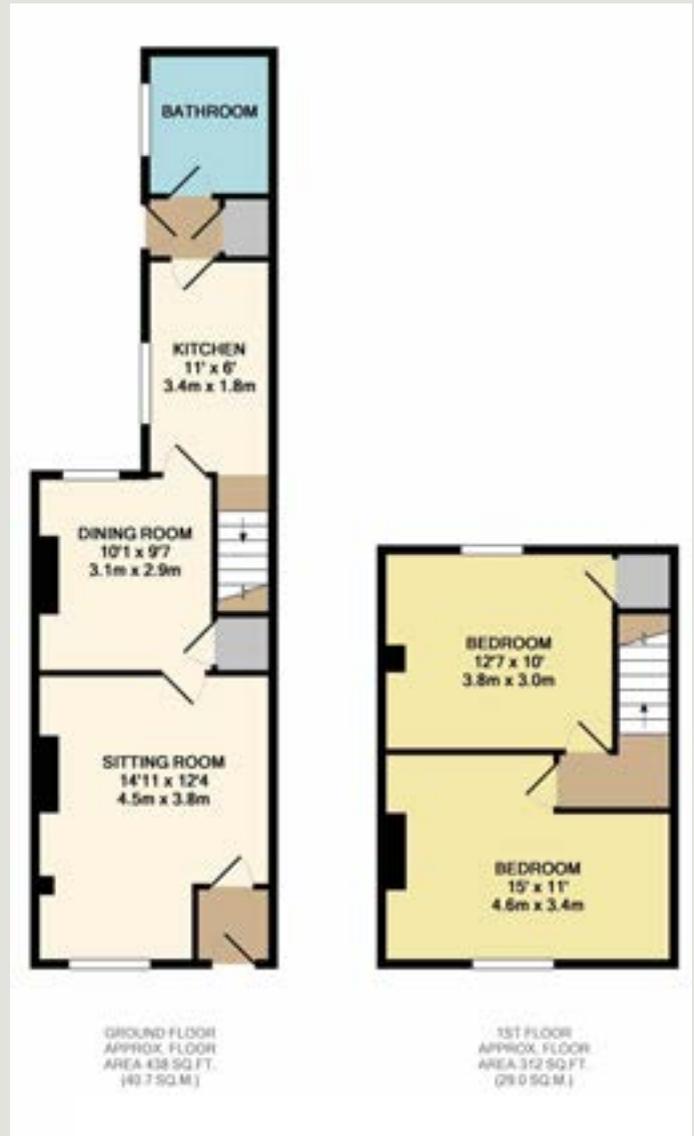
The accommodation includes entrance porch, sitting room with old gas fired back boiler, dining room, kitchen, rear lobby with cupboard off, bathroom, stairs from the kitchen to a small landing and two over the passage bedrooms.

Outside, rear yard and small front garden area which is mainly paved. Permit parking to street.

The residence would now benefit from some further updating and improvement together with redecoration.

Location: The dwelling is conveniently situated for all local amenities, including local shops and schooling and the University of East Anglia. The outer ring road is also within easy reach of the house. Prospective purchasers should note that the dwelling is just over a mile from Norwich city centre.

Directions: From the St Stephens Road roundabout on the inner ring road head out of the city centre via St Stephens Street. Cross over the inner ring road into St Stephens Road, passing through the traffic lights into Newmarket Road and take the first turning on the right into Brunswick Road. Take the second turning left into Newmarket Street and the property will be found on the right hand side of the road.



Services: All mains services are connected.

Tenure: Freehold.

Energy Rating: F.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 1.30pm and 2.00pm, commencing on Wednesday 24th May and ending on Friday 16th June.

AGENT'S NOTE: Anybody wishing to view this property should contact the office prior to viewing as we have some important and pertinent information regarding this house.

Solicitors: Clapham & Collinge LLP (Attn Miss Frances Cullum), St Catherine's House, All Saints Green, Norwich, NR1 3GA. Tel 01603 693500

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LOT 7

1 Tolwin Walk, Norwich, Norfolk NR3 4TP
Guide Price £130,000 - £150,000*†



General: Modern two bedroom semi-detached house requiring improvement and updating. There is potential to split the larger bedroom into two to form a third bedroom. The house benefits from gas central heating and sealed unit double glazing.

Outside, front and rear gardens are laid to grass and a pathway to the rear leads to a single garage.

Location: Tolwin Walk lies just off Silver Road and is less than a mile from the city centre.

Directions: Head away from Norwich on Silver Road and proceed over the brow of the hill, continuing towards the Sprowston Road. Just before the junction turn right into Violet Road, proceed for approximately 100 yards and the opening to Tolwin Walk will be found on the left hand side. No. 1 will also be found on the left.

Energy Rating: D

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Thursday 18th May and ending on Thursday 15th June.



Solicitors: Leathes Prior (Attn Mr William Riley), 74 The Close, Norwich, NR1 4DR Tel 01603 610911

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8 Garages to Rear of 44, Lynewood Road, Cromer,
Norfolk NR27 0EF
Guide Price £30,000 - £40,000*†

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LOT 8
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INVESTMENT OPPORTUNITY

General: Eight garages in two blocks adjacent to each other, one of five and the other of three. Six of the eight garages are let under licence at £40 per week each (£2,880 per annum in total). The garages have recently undergone a programme of improvement.

Wayleaves, Easements and Rights of Way: These garages are sold subject to and with the benefit of all existing rights including rights of way whether public or private light support drainage water electricity supplies and other rights easements quasi-easements and all wayleaves whether referred to or not in these particulars.

Location: The land lies on the fringe of this popular and well-served coastal town which has a wide range of amenities and facilities.

Directions: Head away from Cromer town centre and at the traffic lights turn left into Overstrand Road. After passing Station Road bear right onto Northrepps Road. Turn third right into Lynewood Road and at the junction bear left and continue round the corner, still on Lynewood Road. Continue past the right hand junction into Lynewood Close and the entrance to the garages will be found on the right hand side behind no. 44.

Viewing: External viewings only at any reasonable time during daylight hours.

Solicitors: HKB Wiltshires (Attn Mr Alistair Low), 21 Hall Quay, Great Yarmouth, NR30 1HN. Tel 01493 855676

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LOT 9

The Old Thatched Cottage, Watton Road, Shropham, Attleborough, Norfolk NR17 1DY
 Guide Price £150,000*†



Joint Sole Agents

General: A detached cottage set in a good plot of land with traditional barn and in need of total renovation. The accommodation is well arranged on two floors with entrance porch, sitting room, kitchen, conservatory and shower room on the ground floor, with two first floor bedrooms.

The grounds are more than adequate for a property of this size and type. The rear garden is south facing and there is a delightful terrace at the side of the property. The barn could be used for a number of purpose. The house is set well back from the road with delightful gardens and there is scope to extend/renovate/demolish depending what buyers want.

The Thatched Cottage is a home of great character and will be of great interest to a wide variety of buyers looking to live in this part of Norfolk.

Location: Shropham is situated in south-west Norfolk, being about 6 miles from Attleborough, 7 miles from Watton and 11 miles from Wymondham. The village is close to the A11 corridor with easy access to Norwich, Thetford and beyond. This is an excellent opportunity to live tucked away in a popular village with some privacy.

Directions: From Norwich, proceed out of the city along the A11 trunk road, bypassing Wymondham and Attleborough. At the end of the Attleborough bypass, proceed for a further mile and then turn left, go under the A11 trunk road and continue into the village of Shropham. The property will be seen on the left hand side of the road.

Energy Rating: G.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12 noon and 12.30pm, commencing on Friday 19th May and ending on Friday 16th June.



Solicitors: Butcher Andrews (Attn Toni Potter), 1 Post Office Street, Fakenham, NR21 9BL. Tel: 01328 852821

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 †An administration charge of £395 plus VAT (£474) 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.



e: norwich@brown-co.com t: 01603 629871

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3 Beaucourt Place, Walcott, Norwich, Norfolk NR12 0PH
Guide Price £180,000 - £200,000*†

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LOT 10
.....



General: Modern detached house located literally almost on the beach. This two bedroom house was built approximately 10 years ago and benefits from oil fired central heating and sealed unit double glazing. A large conservatory has been added at the rear. The property is in good order throughout although some redecoration is now required.

Location is the key here and the property is an ideal second home for personal use, with the opportunity to earn a decent income from letting it out for seasonal holiday use. Outside, the front garden provides off road parking for several vehicles and there is a small enclosed rear garden laid to grass.

Location: Walcott is a popular coastal village and the property lies within walking distance of amenities.

Directions: Head away from Norwich on the Wroxham Road and proceed through Wroxham and Hoveton, continuing towards Stalham. Before reaching Stalham, turn left into Stepping Stone Lane and continue for approximately half a mile and at the junction turn left onto the Brumstead Road. Proceed for approximately 4 miles into Walcott. Upon reaching Walcott, turn first right into Ostend Road, continue for approximately 400 yards and as the road bears round to your right, turn left into Ostend Place. Continue to the end and then turn left onto the shingle driveway which is then Beaucourt Place. No. 3 will be found after a short distance on the left hand side.



Energy Rating: D.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12 noon and 12.30pm, commencing on Friday 19th May and ending on Friday 16th June.

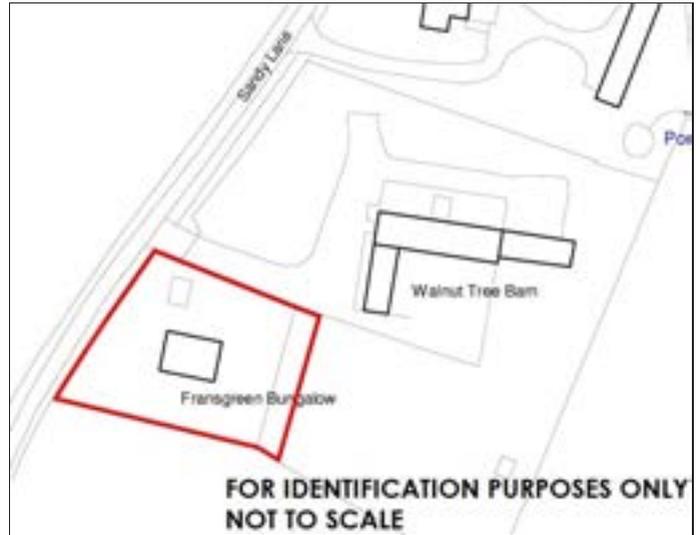
Solicitors: Hansells (Attn Mr Hugh Lansdell), 13 The Close, Norwich, NR1 4DS. Tel: 01603 615731

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LOT 11

Fransgreen Bungalow, Sandy Lane, East Tuddenham, Dereham, Norfolk NR20 3JG

Guide Price £225,000 - £235,000*†



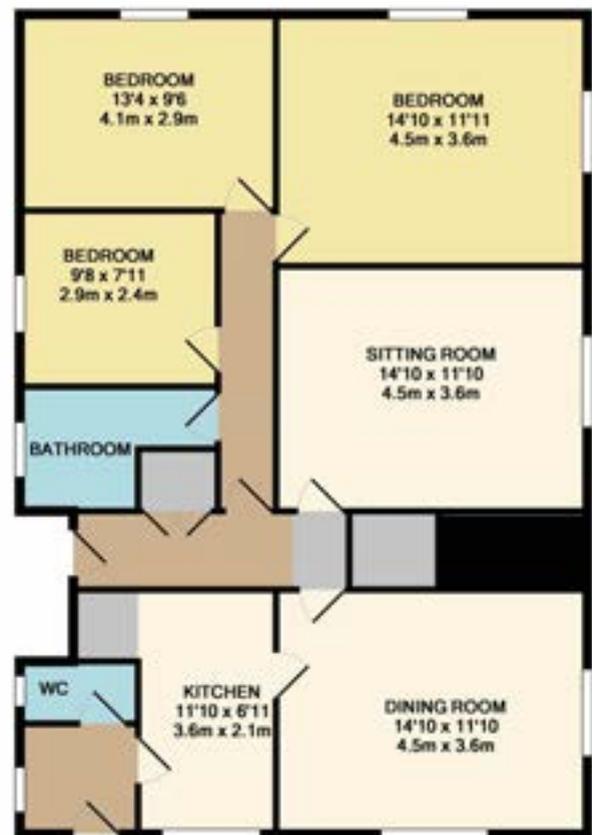
General: The property comprises a detached bungalow dating back to 1976 offering well arranged accommodation on a single floor and three bedrooms. It is constructed of cavity brickwork under a pitched roof with UPVC windows and doors throughout. The grounds are more than adequate for a property of this size and type, extending to about 0.44 acres (0.18 hectares) STMS. The bungalow is approached from the road with a drive leading round to the side of the property in a fairly private location with views over open farmland. A garage is included with the property and the garden area is mainly laid to lawn.

The property requires some modernisation and re-arrangement and will certainly be of interest to those buyers looking to live in a rural setting about 10 miles west of Norwich and within easy reach of good communication routes.

Location: Strategically situated within easy reach of Norwich and Dereham, about half a mile from the main A47 trunk road and within striking distance of Wymondham.

Directions: From Norwich city centre head west on the A1074 Dereham Road until you reach Longwater Retail Park, where the A1074 joins the A47. Take the A47 west for approximately 5 miles until you reach a right hand turn off the main road onto Sandy Lane. Continue along this road and the gated entrance to Fransgreen Bungalow will be found on the right hand side after about a mile.

Energy Rating: E.



Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.45am, commencing on Friday 19th May and ending on Friday 16th June.

Solicitors: Leathes Prior (Attn Mr William Riley), 74 The Close, Norwich, NR1 4DR Tel 01603 610911

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PROACTIVE AND PROFESSIONAL SERVICES FROM YOUR LOCAL LAND AND PROPERTY EXPERTS

Whatever your land and property needs, Brown&Co has the team and ability to help. With a wide coverage and strong reputation, we help clients achieve their goals. However large or small the land and property challenges and opportunities you face, speak to our Brown&Co team today.



 Our Residential Division helps property owners and developers move and grow in line with their ambitions

 Our team of Farm Business Consultants advise farmers on business strategy, management and diversification

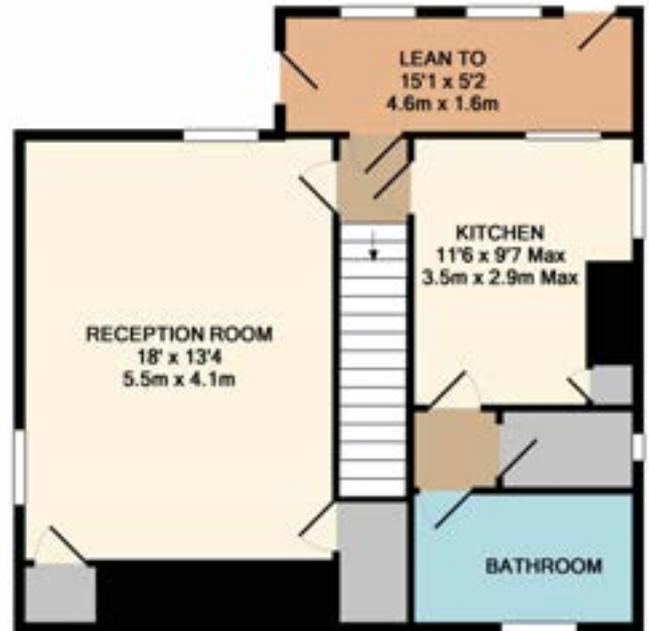
 With a strong national presence, our Land Agency team buys and sells land and farms for private individuals, financial institutions and investors

 Businesses work with our Commercial Division to find the premises they need to grow and succeed

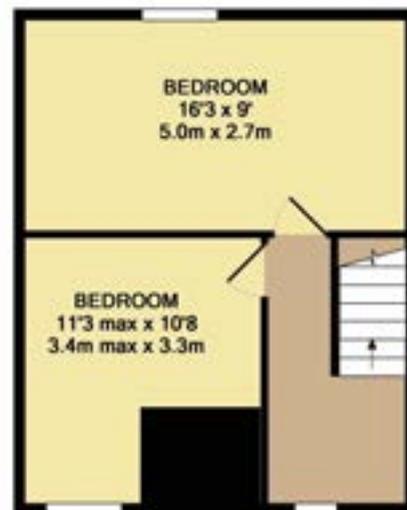
 Overseas offices in St Lucia, Poland and Romania enable clients to take advantages of opportunities on a truly international scale



South Lodge Cottage, Low Road, Great Plumstead, Norwich, Norfolk NR13 5ED
Guide Price £190,000 - £210,000*†



GROUND FLOOR
APPROX. FLOOR
AREA 582 SQ.FT.
(54.0 SQ.M.)



1ST FLOOR
APPROX. FLOOR
AREA 322 SQ.FT.
(29.9 SQ.M.)

General: A delightful detached cottage which is Listed Grade II as a property of architectural and historic interest, constructed of brick with a pitched main roof. The property has been used in conjunction with a holiday lettings business for many years but this has now ceased and the house is being made available for sale with vacant possession.

The vendors have maintained the property well over their period of ownership but any buyer will want to carry out some improvement works, subject to the necessary Planning Permission and Listed Building Consent being forthcoming. The accommodation is well arranged with kitchen, inner lobby, pantry, bathroom, inner hall and sitting/dining room on the ground floor, together with landing and two bedrooms on the first floor. A hatch from the first floor landing leads to the roof space where there is potential for a further bedroom, subject to installation of an appropriate staircase and subject to planning.

Outside, the grounds extend to approximately one third of an acre (STMS) and the property is approached from the road via a drive leading up to the side and rear. There is hard standing for vehicles and the whole has a rural feel, with the south facing gardens being mainly laid to lawn with flower borders and shrubbery. An old coal store located to the side of the property is included in the sale.

Services: Shared water supply. Mains electricity. Private drainage system. No central heating.

Location: The property is situated on the edge of the village of Great Plumstead, to the east of Norwich and within easy reach of communication routes. There are local shopping and transport

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facilities in nearby Thorpe and access to Norwich is good. Interested parties should be aware of the proximity of the Northern Distributor Route. This is an excellent opportunity to live down a pleasant lane in a rural position yet within easy reach of Norwich.

Directions: Proceed out of Norwich on the Yarmouth Road and continue on to the A47 trunk road. Turn left towards Great Plumstead and continue past the church on the left hand side. Turn left into Low Road and proceed along the road and the property will be seen on the left hand side of the road and is the second last property on this side of the lane.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 9.30am and 10.00am, commencing on Friday 19th May and ending on Friday 16th June.

Solicitors: Leathes Prior (Attn Ms Sarah Ellero), 74 The Close, Norwich, NR1 4DR. Tel 01603 610911

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Broomfield, Loddon Road, Bergh Apton, Norwich, Norfolk NR15 1BT
Guide Price £325,000 - £345,000*†



General: Broomfield comprises a detached property located on the edge of Bergh Apton, the original portion of which dates back to the 1930's. Over the years the vendors have increased the size of the property which offers well arranged accommodation on two floors.

The house is set back from the road and the accommodation includes entrance hall, sitting room, dining room, kitchen/breakfast room, inner lobby, cloakroom, bedroom/study, inner hall, two bedrooms and en-suite shower room on the ground floor, together with a first floor bedroom and above the garage is a loft room with balcony overlooking the south facing garden.

Outside, the grounds are a major feature of the property and extend to about a third of an acre. The property is sold with a lovely plot providing a great deal of privacy, with south facing views at the rear and a rural outlook with uninterrupted views to the front.

Any buyer will want to alter the house and re-arrange the accommodation and this is an excellent opportunity to acquire a property with scope to create a contemporary detached residence.

Location: Bergh Apton is situated in South Norfolk, close to Brooke with all its local shopping and transport facilities and within easy reach of Poringland and Loddon. Easy access to Norwich and the Norwich southern bypass. The property is located on the edge of Bergh Apton, close to Sunnyside, and offers a great deal of privacy.

Directions: Proceed out of Norwich on the Beccles (A146) and continue through Thurton, go up the hill and take the right hand turn into Birch Way, signposted Mundham 2, Bergh Apton 2. Proceed to the junction and turn right, pass the grass triangle on your left and continue onto Loddon Road. The property will be seen on the left hand side after about half a mile.

EPC: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12 noon and 12.45pm, commencing on Thursday 18th May and ending on Thursday 15th June.

AGENT'S NOTE: Anybody wishing to view this property should contact the office prior to viewing as we have some pertinent information.

Solicitor: Leathes Prior (Attn David Clarke), 23 Tombland, Norwich, NR3 1RF. Tel. 01603 610911

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LOT 13



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LOT 14

190 Manor Road, Newton St. Faith, Norwich, Norfolk NR10 3LG
Guide Price £160,000 - £180,000*†



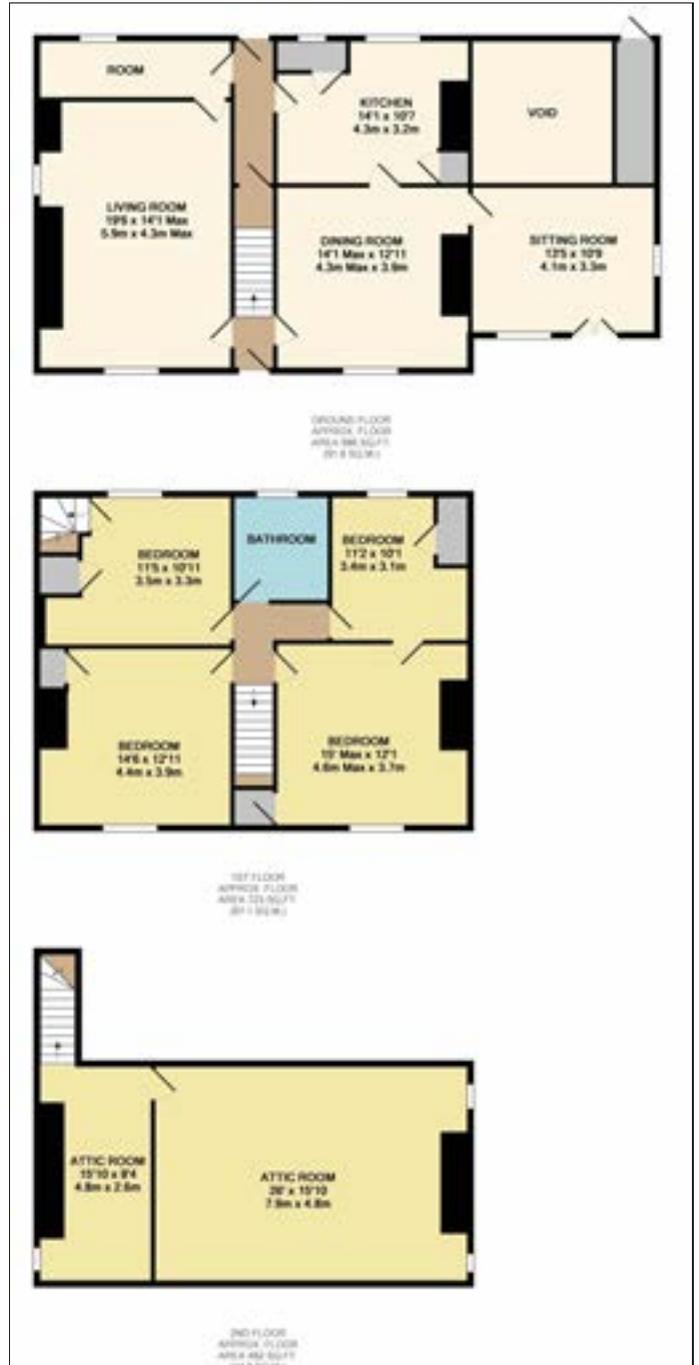
General: A detached period property constructed of brick with a pitched main roof and occupying a good plot of land extending to about 0.67 acres (0.27 hectares) STMS with some privacy.

The accommodation is arranged on two floors with three reception rooms and 3/4 bedrooms. Outside, the grounds are more than adequate for a property of this size and type, with the side drive leading to the outbuildings at the side of the property and the garden which extends to the rear.

This property has been neglected over the years and is in need of total repair and improvement. There is scope to extend at the rear and side of the property and to create a family home, subject to any necessary planning consent being forthcoming.

Location: Newton St Faith is situated about 4 miles north of Norwich. This is an opportunity to live within easy reach of the city and close to Drayton, with all its local shopping and transport facilities, and within striking distance of Aylsham and the North Norfolk coast.

Directions: Proceed out of Norwich on the Aylsham Road and proceed onto the A140 Cromer Road. Continue past the airport and go over the roundabout, keeping on the A140. Go past the turning for Horsham St Faith and then turn right into Newton St Faith and immediately left and the property will be seen on the right hand side, clearly identified by a sale board.



Energy Rating: G.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 1.15pm and 2.00pm, commencing on Thursday 18th May and ending on Thursday 15th June.

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

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7.52 acres (3.04 ha) Amenity Land, off Manor Road,
Newton St. Faith, Norwich, Norfolk NR10 3LG
Guide Price £80,000 - £110,000*†

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LOT 15
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General: An interesting parcel of amenity land located off Manor Road and extending to some 7.52 acres, divided up into a number of portions and located to the rear of 190 Manor Road and other properties.

The land is available with vacant possession and is approached from Manor Road via a drive leading through to the property. The land is sold with no entitlements and is easily accessed from the road. The land is down to grass and includes areas of woodland dispersed in the grounds and the whole represents a wonderful opportunity for the discerning purchaser to buy a delightful piece of England.

Planning Matters: The land adjoins an area allocated in Broadland District Council's Local Plan for Residential Development. Details are available at the office of the vendor's agent. The land clearly has potential and this has been taken into account and reflected in the guide price.

Directions: Proceed out of Norwich on the Aylsham Road and proceed onto the A140 Cromer Road. Continue past the airport and go over the roundabout, keeping on the A140. Go past the turning for Horsham St Faith and then turn right into Newton St Faith and immediately right and the entrance to the land will be seen on the left hand side.

Viewing: At any reasonable time during daylight hours at your own risk. The nearest postcode for Sat Nav is NR10 3LG.

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



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1 Stratford Crescent, Cringleford, Norwich, Norfolk NR4 7SF
Guide Price £495,000 - £525,000*†



General: No. 1 Stratford Crescent comprises a delightful detached family home dating back to the 1930s with later additions and is constructed of brick with a pitched main roof, offering accommodation on two floors with four bedrooms.

The property occupies a good plot of land in a prime residential area and there is scope to extend at the side and rear, subject to the necessary planning consent being forthcoming.

Outside, the property is approached from the front and there is a drive at the front and side leading up to the two garages. The grounds are more than adequate for a property of this size and type, with delightful grounds at the rear and a great deal of privacy.

The property offers a great deal of potential and requires re-arrangement and improvement throughout, but opportunities like this are rare.

Stratford Crescent is an unadopted road and the cost of any maintenance required is split between all the owners along this road. Any further enquiries in relation to this should be directed to the solicitors.

Location: Stratford Crescent is situated off Colney Lane in Cringleford, itself one of the prime residential areas on the south-western fringe of the city and within easy reach of local shopping and transport facilities in Eaton village with access to the city of Norwich with all its shopping, transport and cultural facilities and close to the Norwich southern bypass as well. The University of East Anglia, University Hospital, John Innes Institute and public and private schools are all within very good reach and this is an excellent opportunity to live in one of the more sought after residential areas on the outskirts of Norwich.



Directions: Proceed out of Norwich on Newmarket Road and filter left into Eaton Village. Go straight over at the traffic lights, over Cringleford Bridge and then turn right into Colney Lane. Go over the flyover and continue to the left turn into Stratford Crescent. The property will be seen on the left hand side.

EPC: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.30am and 11.15am, commencing on Thursday 18th May and ending on Thursday 15th June.

Solicitors: Leathes Prior (Attn Mr William Riley), 74 The Close, Norwich, NR1 4DR Tel 01603 610911

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IMPORTANT NOTICE TO PURCHASERS

To comply with Anti-Money Laundering Regulations please make sure you can supply the following documentation if you are the successful bidder.

- If you are purchasing a property in your name we will require two forms of identification:
 1. Photographic – driving licence or passport
 2. Proof of residence – council tax or utility bill received within the last three months (something with your name and home address clearly stated)
- If the lot is being bought in more than one name, two forms of ID (as above) for all parties must be provided.
- If you bid on behalf of somebody else (Proxy bid) we require two forms of ID (as above) for the person bidding and for the intended purchaser(s).
- For company purchasers, two forms of ID (as above) must be provided for the bidder, along with two forms of ID for anybody in the company having more than a 25% beneficial share, plus the Company's Certificate of Incorporation.



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 £474 (£395 plus VAT).

Signed: _____ Dated: _____



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 a bid is received in the auction room which is the same as a non-attending bid then this bid will take precedence over the non-attending bid.
8. 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).
9. 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.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. 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.
12. An administration charge will be payable on a successful purchase in the sum of £474 (£395 plus VAT).
13. 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.
14. 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.
15. 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.
16. 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: _____

Postcode: _____ 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: _____

Postcode: _____ Tel: _____

Seller's Solicitor: _____

Postcode: _____ Tel: _____



GENERAL REMARKS AND 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 £395 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.

15. NON ATTENDING BIDS

On the auction day, if a bid is received in the auction room which is the same as a non-attending bid then this bid will take precedence over the non-attending bid.

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 (Edition 3)

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 specified 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*.

- 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 enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.
- 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:
- the documents, whether or not the buyer has read them; and
 - 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:
- any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
- 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
 - 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:
- produce to the buyer on request all relevant insurance details;
 - pay the premiums when due;
 - 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;
 - 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;
 - 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
 - (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:
- The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - 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.
 - 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.
 - If title is in the course of registration, title is to consist of certified copies of:
 - the application for registration of title made to the land registry;
 - the documents accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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.
 - 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):
- 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
 - 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 mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- 5. Transfer**
- 5.1 Unless a form of transfer is prescribed by the special conditions:
- the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the gross amount (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
 - 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:
- direct transfer to the seller's conveyancer's client account; and
 - 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:
- terminate the contract;
 - claim the deposit and any interest on it if held by a stakeholder;
 - forfeit the deposit and any interest on it;
 - resell the lot; and
 - 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:
- terminate the contract; and
 - 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:
- the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - 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:
- use all reasonable endeavours to obtain the licence at the seller's expense; and
 - enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- promptly provide references and other relevant information; and
 - 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:
- the buyer is liable to pay interest; and
 - 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:
- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - 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
 - 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:
- so state; or
 - 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:
- 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;
 - 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
 - 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 1 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 act 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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