

Our ref: PRGH/TB

Your ref:

Norwich Office

The Atrium
St George's Street
Norwich
Norfolk
NR3 1AB

DX 5250 Norwich

E norwich@brown-co.com

T 01603 629871

F 01603 616199

W brown-co.com

ADDENDUM SHEET FOR AUCTION 27th SEPTEMBER 2018

LOT 5 – Flats 1–4, 30 CROMER ROAD, SHERINGHAM

Flat 1 & Flat 3 both have two bedrooms, not three as stated in the catalogue. Flat 4 does not have central heating.

LOT 7 – 16 FEN STREET, OLD BUCKENHAM

This property has been withdrawn.

LOT 8 – 1, 3 & 5 LE STRANGE TERRACE, HUNSTANTON

Please note that the tenancy to Gwynneth O'Quigley has been lodged at Land Registry for registration but is awaiting processing and that the buyer shall raise no objection or requisition regarding the absence of such registration.

The original deposit for the AST for the first floor flat has been repaid to the tenant by the existing landlord and therefore it is not in any deposit protection scheme.

LOT 9 – 253 HEIGHAM STREET, NORWICH

Please note that the guide price for this property has been reduced to £110,000 - £130,000*†.

LOT 16 – HALFPENNY COTTAGE, EDGEFIELD

Please note that the guide price for this property has been reduced to £165,000 - £175,000*†.

LOT 19 – FORMER MERMAID PUBLIC HOUSE, HEDENHAM

Buyers should be aware that a neighbouring farmer has used the track adjoining the former public house over the years. Any buyer will need to satisfy themselves regarding the use of this track.

The legal pack refers to this.

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

BROWN & CO

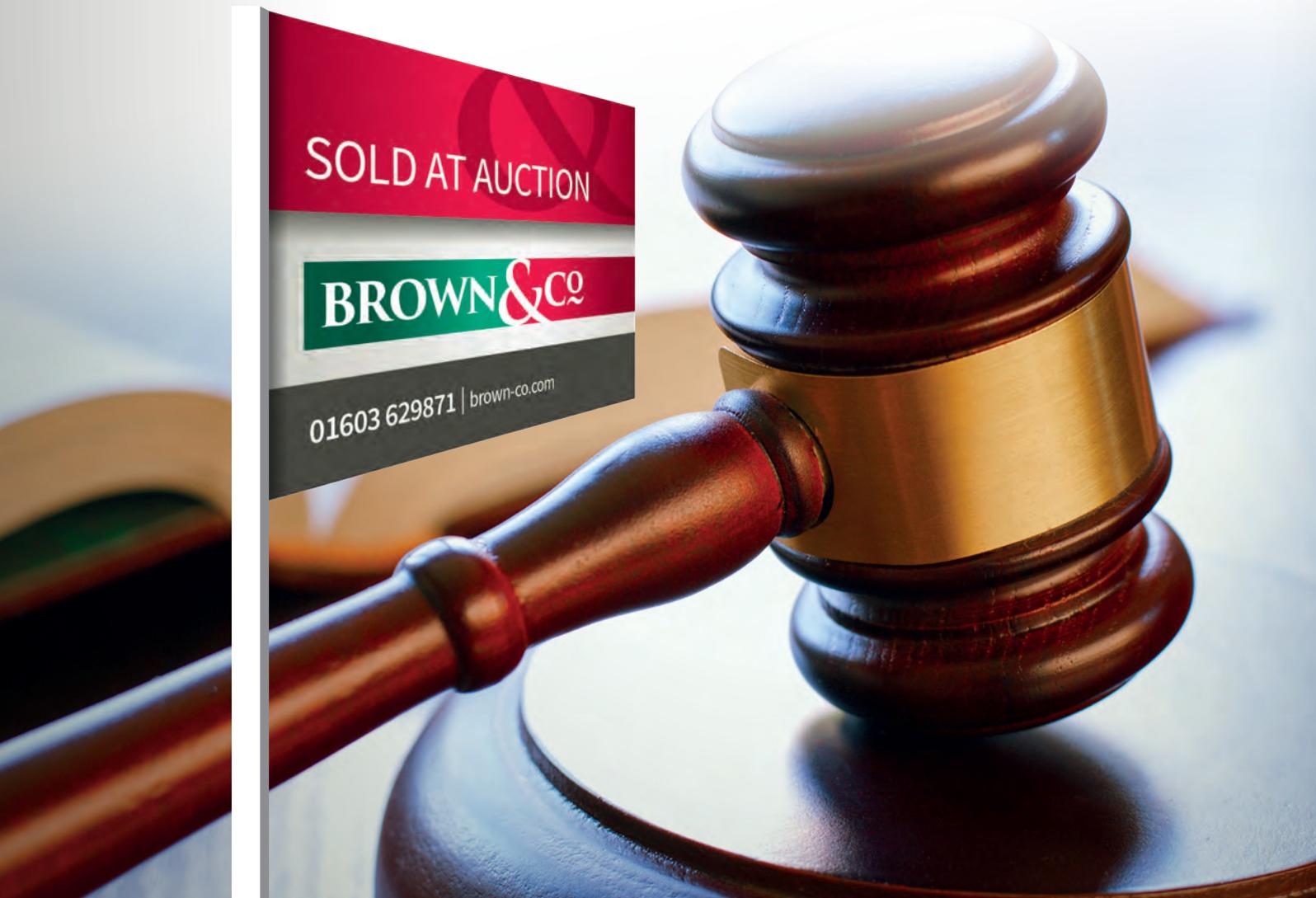
AUCTION CATALOGUE

Thursday 27th September 2018 - 11am start
The Assembly House, Theatre Street, Norwich

SOLD AT AUCTION

BROWN & CO

01603 629871 | brown-co.com



REGIONAL PROPERTY AUCTION

EAST ANGLIAN CENTRE

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

Date: Thursday 27th September 2018. **Start time:** 11am.

By the time this catalogue is circulated to interested parties, our autumn advertising campaign will have commenced and I recommend this document to those buyers looking to acquire property in Norwich and Norfolk. The auction team have been very busy in the months leading up to this sale and we hope that we will be able to continue to emulate the success we have had at recent auctions in Norwich.

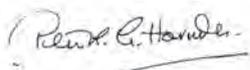
We are delighted to be offering property for sale across the city and county, with outstanding opportunities throughout the price ranges, and it is good news that we are experiencing plenty of activity in the market place and look forward to the months ahead.

Lots include garages and land, mixed residential and commercial investment opportunities, cottages, a former pub, properties in need of renovation, a fine detached residence overlooking the North Sea on Marine Parade in Gorleston and a prestigious house on Town Close Road in the heart of Norwich.

We are sure that the lots we have on offer will be of interest to a number of buyers, whether for investment purposes or for owner occupiers looking to acquire their dream home.

As always, all of the properties have been entered into the sale because we think it is the best way of achieving the right result, maximising value on the day and meeting our clients' objectives. An auction sale suits so many different types of property and we are always keen to answer questions and to help people with their enquiries. Equally, we are available to inspect property at any time without obligation.

Auction Manager, Trevor Blythe, together with myself and the entire auction team including Henry Cockerton, Tim Nicholson and Tom Cator in Holt and James Hurst in King's Lynn look forward to helping people in the future and seeing you at one of our sales.



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



BROWN&CO OFFER ONLINE AUCTIONS

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

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

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

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

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

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

Contact your local Auction team on:

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

BROWN & CO

REVIEW OF THE SUMMER SALE 2018

With nearly £2.25M worth of property sold on the day, Brown & Co were delighted with the results of the summer auction with some outstanding results for a wide range of property on offer. The results are included within this catalogue but it is clear that property in Norwich and Norfolk continues to be popular and this can only be a good thing as we move towards the end of 2018.

Particular highlights included the sale of terraced houses in Norwich, all selling for well in excess of their reserves. In East Norfolk, a house in Scottow and an older style property in Swanton Abbott both sold for figures in excess of the reserve. Down on the Norfolk/Suffolk border in Harleston, a former hardware store with potential sold well in excess of the reserve and the sale of a bungalow of non-standard construction in excess of £100,000 over the reserve was a good way to finish!

We hope for similar success in September and for further information please contact the auctioneer.

Trust us with your lot.

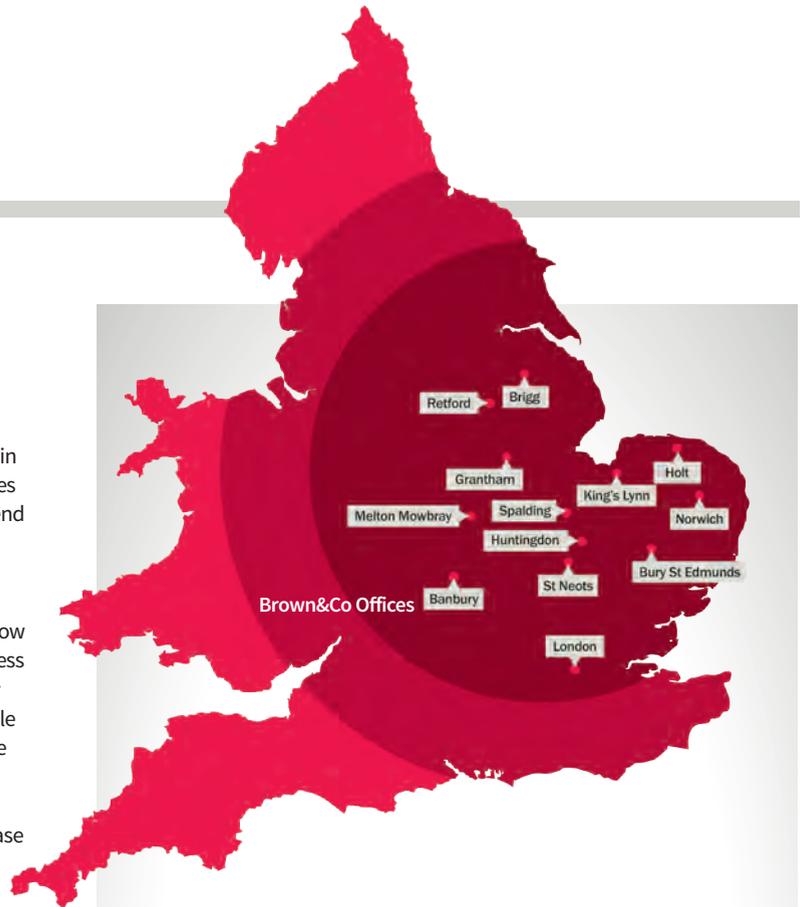
All Brown & Co auctions are supported by high quality marketing to promote them to potential buyers and ensure our clients' land and property receive maximum exposure. We are keen to help people unlock value and if you would like a first class service including auction catalogues, local and national 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.

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

WORKING WITH AGENTS ACROSS THE REGION

Brown & Co has a spread of offices across East Anglia and the East Midlands and in order to maximise the opportunities available and to make our auction business as significant as it is, we are continuing to spread the service across our offices and we have now established auction centres in Spalding, Retford and Brigg, and equally work with some of the region's leading estate agents.

The benefit is quite simple: we offer unrivalled auction coverage across the region and a co-ordinated pro-active approach to selling property.



IMPORTANT INFORMATION

Guide prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction.

Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction), which will be set within the quoted guide range or no more than 10% above a single figure guide. This reserve price is confidential.

Prospective purchasers are advised to check with the Auctioneers regarding any amendments.

Neither the client nor Brown & Co will be liable for any loss or expense incurred by prospective buyers as a result of guides/reserves being increased prior to the sale.

Please be aware that filming may be taking place during the auction.

An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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

BROWN & CO

RESULTS OF REGIONAL PROPERTY AUCTION

WEDNESDAY 4TH JULY 2018

NORWICH OFFICE:

Lot	Address	Guide Price	Sale Price
1	56 Wingfield Road, Norwich, NR3 3HF	£70,000 - £90,000*†	£110,500
2	53 Dereham Road, Norwich, NR2 4HZ	£110,000 - £130,000*†	£172,000
3	126 & 126a Dereham Road, Norwich, NR2 3AE	£160,000 - £180,000*†	SOLD AFTER
4	1 Park Avenue, Scottow, NR10 5BY	£130,000 - £150,000*†	£156,000
5	23 The Poplars, Swanton Abbott, NR10 5DX	£130,000 - £150,000*†	£158,000
6	16 & 18 Church Street, Dereham, NR19 1DN	£90,000 - £110,000*†	£86,000
7	Car Park to the rear of the New England Hotel, Boston, PE21 6SH	£375,000 - £475,000*†	AVAILABLE
8	Car Park, corner of Wheeler Lane/Mitre Lane, Boston, PE21 6QQ	£50,000 - £60,000*†	£120,500
9	4 Cozens Hardy Road, Norwich, NR7 8QE	£180,000 - £200,000*†	WITHDRAWN PRIOR
10	60 Low Road, Wortwell, IP20 OHJ	£220,000 - £240,000*†	SOLD PRIOR
11	1 The Thoroughfare, Harleston, IP20 9AH	£195,000 - £220,000*†	£237,500
12	38 Hunter Road, Norwich, NR3 3PY	£100,000 - £120,000*†	£112,000
13	82-84 Aylsham Road, Norwich, NR3 2HN	£395,000 - £425,000*†	WITHDRAWN
14	42 Alford Grove, Norwich, NR7 8XB	£195,000 - £220,000*†	£232,000
15	4 Smithfield Road, Norwich, NR1 2HN	£165,000 - £185,000*†	£192,000
16	West Cottage, King Street, Neatishead, NR12 8BW	£175,000 - £195,000*†	£175,000
17	Cedars, 16 Green Lane, Horstead, NR12 7EL	£170,000 - £190,000*†	SOLD AFTER
18	62 Mount Pleasant, Norwich, NR2 2DQ	£450,000 - £495,000*†	UNDER OFFER
19	Shangri-La, St Andrews Lane, Congham, PE32 1DU	£120,000 - £140,000*†	£236,000

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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

BROWN & CO

REGIONAL PROPERTY AUCTION

THURSDAY 27TH SEPTEMBER 2018

NORWICH OFFICE:

Lot	Address	Guide Price
1	10 Kings Road, Holt, Norfolk, NR25 6DB	£90,000 - £110,000*†
2	Parcel of land between 106 & 107, Grange Close, Hoveton, Norwich, Norfolk, NR12 8EB	£10,000 - £20,000*†
3	Land and 6 Garages to rear of 5 & 6, Little Barney Lane, Barney, Fakenham, Norfolk, NR21 ONE	£15,000 - £25,000*†
4	Parcel of land to the rear of 49 & 51, Priory Crescent, Binham, Fakenham, Norfolk, NR21 ODB	£10,000 - £20,000*†
5	Flats 1 - 4, 30 Cromer Road, Sheringham, Norfolk, NR26 8RR	£300,000 - £350,000*†
6	2 Laburnum Road, North Walsham, Norfolk, NR28 OEL	£125,000 - £150,000*†
7	16 Fen Street, Old Buckenham, Norfolk, NR17 1SR	WITHDRAWN £225,000 - £250,000*†
8	1, 3 & 5 Le Strange Terrace, Hunstanton, Norfolk, PE36 5AJ	£225,000 - £275,000*†
9	253 Heigham Street, Norwich, Norfolk, NR2 4LT	£130,000 - £150,000*†
10	Ashleigh, Downham Road, Nordelph, Downham Market, Norfolk, PE38 0BQ	£110,000 - £130,000*†
11	3 Fairfield Road, Downham Market, Norfolk, PE38 9ET	£40,000 - £60,000*†
12	17 Chestnut Close, Costessey, Norwich, Norfolk, NR5 OPL	£60,000 - £80,000*†
13	16 Mousehold Lane, Norwich, Norfolk, NR7 8HF	£125,000 - £150,000*†
14	2 Kents Lane, Bungay, Suffolk, NR35 1JF	£250,000 - £275,000*†
15	23 Middletons Lane, Hellesdon, Norwich, Norfolk, NR6 5NQ	£130,000 - £150,000*†
16	Halfpenny Cottage, Ramsgate Street, Edgefield, Norfolk, NR24 2AX	£175,000 - £195,000*†
17	28 Meadowbrook Close, Norwich, Norfolk, NR1 2HJ	£165,000 - £185,000*†
18	41 Marine Parade, Gorleston, Great Yarmouth, Norfolk, NR31 6EX	£375,000 - £425,000*†
19	The Former Mermaid Public House, Norwich Road, Hedenham, Norfolk, NR35 2LB	£190,000 - £225,000*†
20	1 Town Close Road, Norwich, Norfolk, NR2 2NB	£625,000 - £675,000*†

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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

BROWN & CO

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.

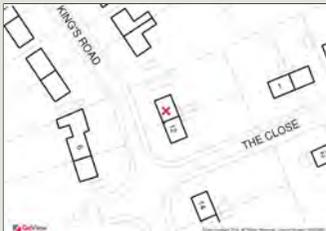


OPEN DAY SCHEDULE & VIEWING ARRANGEMENTS

28 Meadowbrook Close, Norwich	Tuesdays and Thursdays 10.00am – 10.30am	Tuesdays: 28th August 4th, 11th, 18th September	Thursdays: 30th August 6th, 13th, 20th September
17 Chestnut Close, Costessey	Tuesdays and Thursdays 10.30am – 11.00am		
Ashleigh, Nordelph, Downham Market	Tuesdays and Thursdays 11.00am – 11.30am		
The Mermaid, Hedenham	Tuesdays and Thursdays 11.15am – 12.00pm		
16 Fen Street, Old Buckenham	WITHDRAWN		
3 Fairfield Road, Downham Market	Tuesdays and Thursdays 11.45am – 12.15pm		
23 Middletons Lane, Hellesdon	Tuesdays and Thursdays 1.00pm – 1.30pm		
16 Mousehold Lane, Norwich	Tuesdays and Thursdays 2.00pm – 2.30pm		
253 Heigham Street, Norwich	Tuesdays and Thursdays 9.30am – 10.00am	Tuesdays: 4th, 11th, 18th September	Thursdays: 6th, 13th, 20th September
2 Laburnum Road, North Walsham	Wednesdays and Fridays 9.30am – 10.00am	Wednesdays: 29th August 5th, 12th, 19th September	Fridays: 31st August 7th, 14th, 21st September
1 Town Close Road, Norwich	Wednesdays and Fridays 10.00am – 10.45am		
Flats 1-4, 30 Cromer Road, Sheringham	Wednesdays and Fridays 10.30am – 11.15am		
10 Kings Road, Holt	Wednesdays and Fridays 11.45am – 12.15pm		
41 Marine Parade, Gorleston	Wednesdays and Fridays 12.00pm – 1.00pm		
2 Kents Lane, Bungay	Wednesdays and Fridays 2.00pm – 2.30pm		
1-5 Le Strange Terrace, Hunstanton	Please call the Norwich Auction Team to arrange a viewing on 01603 629871		
Halfpenny Cottage, Edgefield	Please call our Holt office to arrange a viewing on 01263 711167		
Parcel of Land at Grange Close, Hoveton	At any reasonable time during daylight hours		
Parcel of land off Priory Crescent, Binham			
Land and 6 Garages off Little Barney Lane, Barney			

LOT 1

10 Kings Road, Holt, Norfolk NR25 6DB
Guide Price £90,000 - £110,000*†



General: Three bedroom semi-detached "Airey" style house which was built using reinforced concrete columns with shiplap concrete panels. The property features gas fired central heating and sealed unit double glazing but further improvement is now required. It has been occupied by the same tenant for several years but is now sold vacant.

Location: Holt is an historic Georgian town with many shopping facilities and favoured by the Royals. The beautiful North Norfolk coastline lies a few miles to the north, as is the popular coastal resort of Blakeney.

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.

Directions: From Holt town centre, head along Station Road and at the junction turn left onto the A149 Holt to Cromer Road. Turn immediately right into Hempstead Road and then turn second right into Coronation Road. Take the 2nd right into Kings Road and no. 10 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 11.45am and 12.15pm, commencing on Wednesday 29th August and ending on Friday 21st September.



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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



Parcel of land between 106 & 107 Grange Close, Hoveton,
Norwich, Norfolk NR12 8EB
Guide Price £10,000 - £20,000*†

.....
LOT 2
.....



General: Parcel of land, broadly rectangular in shape with two concrete pads where timber style garages once stood. The land measures approximately 50ft x 45ft, subject to measured survey. The grassed accessway is not included but rights over will be granted.

Wayleaves, Easements and Rights of Way: This land is 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.

Agent's Note: The purchasers will be required to sign in the auction room a Declaration of Interest Form in respect of any connection that they may have with Victory Housing Trust.

Location: The parcel of land is located within a small cul-de-sac on the fringe of this Broadland village. The main shopping centre, which includes Roys of Wroxham, is approximately one mile away.

Directions: From Hoveton centre, proceed along the A1151 in the direction of Stalham. Proceed over the two mini-roundabouts and continue to the next, turning right into Grange Close. Follow the road round to the left and after a short distance bear left again and as the road bears to the right the entrance to the land can be found on the left between no. 106 & 107.

Viewing: At any reasonable time during daylight hours.



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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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



LOT 3

Land and 6 Garages to rear of 5 & 6, Little Barney Lane, Barney, Fakenham, Norfolk NR21 0NE
Guide Price £15,000 - £25,000*†



General: Parcel of land including six vacant concrete sectional garages with concrete hard standing to the side. This parcel of land is broadly rectangular in shape and measures approximately 110ft x 55ft, subject to measured survey, and lies on the fringe of this North Norfolk village. The access road is included but rights over it may be granted to neighbouring properties.

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.

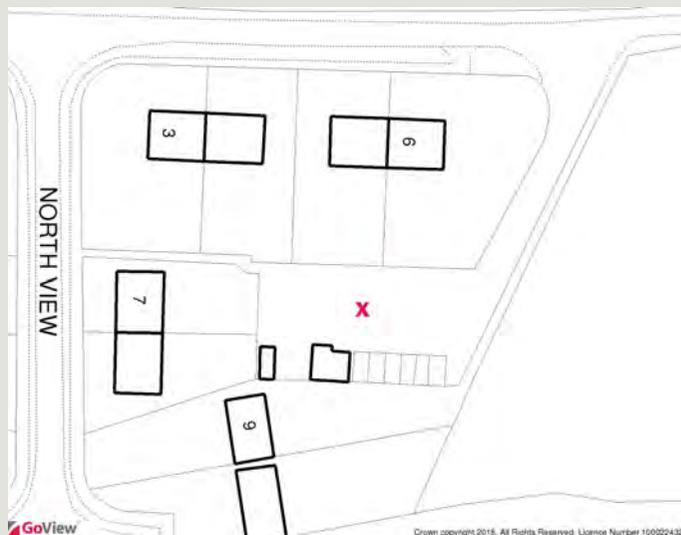
Wayleaves, Easements and Rights of Way: These garages are sold subject to and with the benefit of all existing rights including rights of way whether public or private light support drainage water and electricity supplies and other rights easements quasi-easements and all wayleaves whether referred to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

Location: Binham is located just south of Thursford and approximately 7½ miles from the popular and historic town of Holt.

Directions: From Holt, take the A148 towards Thursford and at the crossroads turn left into Brick Kiln Lane. At the junction turn right onto the B1354 and continue for approximately half a mile. Turn left at the crossroads onto The Street, signposted Barney ½ mile. Proceed for approximately one third of a mile and turn left into Little Barney. Continue past North View and the opening to the land will be found to the left of no. 6.

Agent's Note: The purchasers 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.

Viewing: At any reasonable time during daylight hours.



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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



Parcel of land to the rear of 49 & 51 Priory Crescent, Binham,
Fakenham, Norfolk NR21 0DB
Guide Price £10,000 - £20,000*†

.....
LOT 4
.....



General: Parcel of land, broadly rectangular in shape, where once stood a number of timber garages. The land measures approximately 90ft x 60ft, subject to measured survey. This parcel of land lies within a small cul-de-sac in this North Norfolk village. The access road is included but access rights over it will be granted to neighbouring properties.

Wayleaves, Easements and Rights of Way: This land is 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.

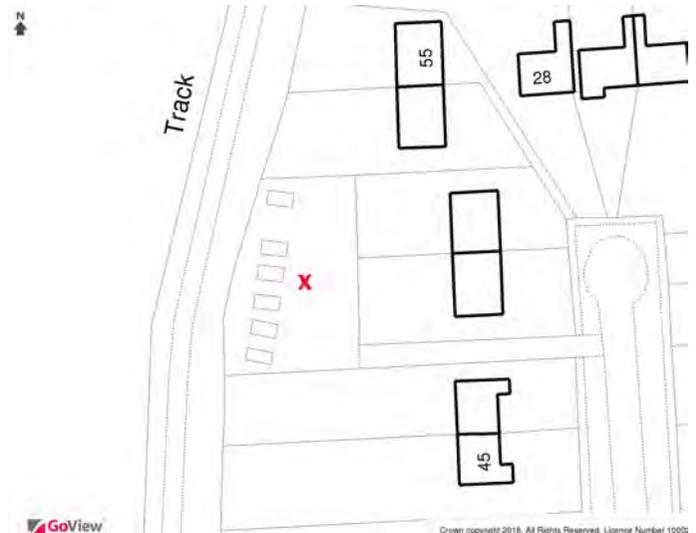
Location: Binham lies inland from the coast, not far from Stiffkey, Morston and Blakeney and almost mid-way between Langham and Wells-next-the-Sea.

Directions: From Blakeney, take the B1156 Langham Road and at the junction turn right into Langham. Follow the road into Binham and continue onto Front Street, turning right into Priory Crescent. At the junction turn right and the opening to the land will be found on the left, to the left of no. 49.

Agent's Note: The purchasers 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.

Viewing: At any reasonable time during daylight hours.

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



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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

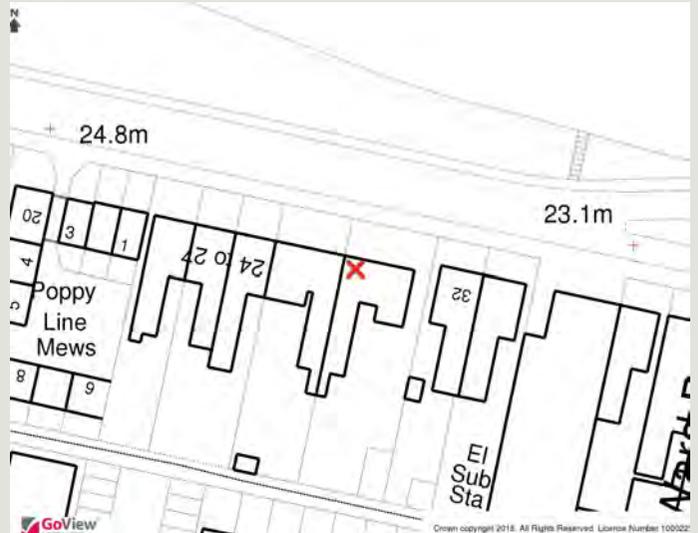
Contact your local Auction team on:

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

BROWN & CO



Flats 1 - 4 30 Cromer Road, Sheringham, Norfolk NR26 8RR
Guide Price £300,000 - £350,000*†



POTENTIAL INVESTMENT/HOLIDAY LET OPPORTUNITY

General: Large three storey Edwardian building which has been divided into four self-contained units, all requiring improvement and updating but each benefitting from sealed unit double glazing and independent gas fired central heating systems.

Outside there is a small front garden and to the rear is a good sized garden with a number of useful outbuildings. There is a small parking area, although further space could be utilised to provide increased parking spaces.

The accommodation comprises:-

- Flat 1 (ground floor) has three bedrooms
- Flat 2 is a maisonette (ground and first floor) with two bedrooms
- Flat 3 (first floor) has three bedrooms
- Flat 4 has four bedrooms and occupies all of the top floor.

Location: The building is located centrally overlooking the main town car park and the railway station. Beeston Bump along with limited sea views can be seen in the distance from the upper floors at the front.

Directions: From the A149 Cromer to Holt Road, proceed into Sheringham town centre along the A1082. At the roundabout turn left onto the Cromer Road and the property will be found after a short distance on the left.

Energy Rating: Flat 1: D; Flat 2: D; Flat 3: D; Flat 4: G

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.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.30am and 11.15am, commencing on Wednesday 29th August and ending on Friday 21st September.

Solicitors: Spire Solicitors LLP (Attn Estelle Corner), Holland Court, The Close, Norwich, NR1 4DY

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

.....
LOT 5



*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:
T: 01603 629871 E: norwich@brown-co.com W: brown-co.com



LANDLORDS

GETTING LOST IN EVER CHANGING LEGISLATION?

Let us guide you through the lettings maze

Our staff are immersed in their local communities and our reputation has been built upon providing an efficient and friendly service. Our expert local knowledge and in-depth technical expertise will guide you through the lettings maze to deliver a service which more than satisfies your expectations.



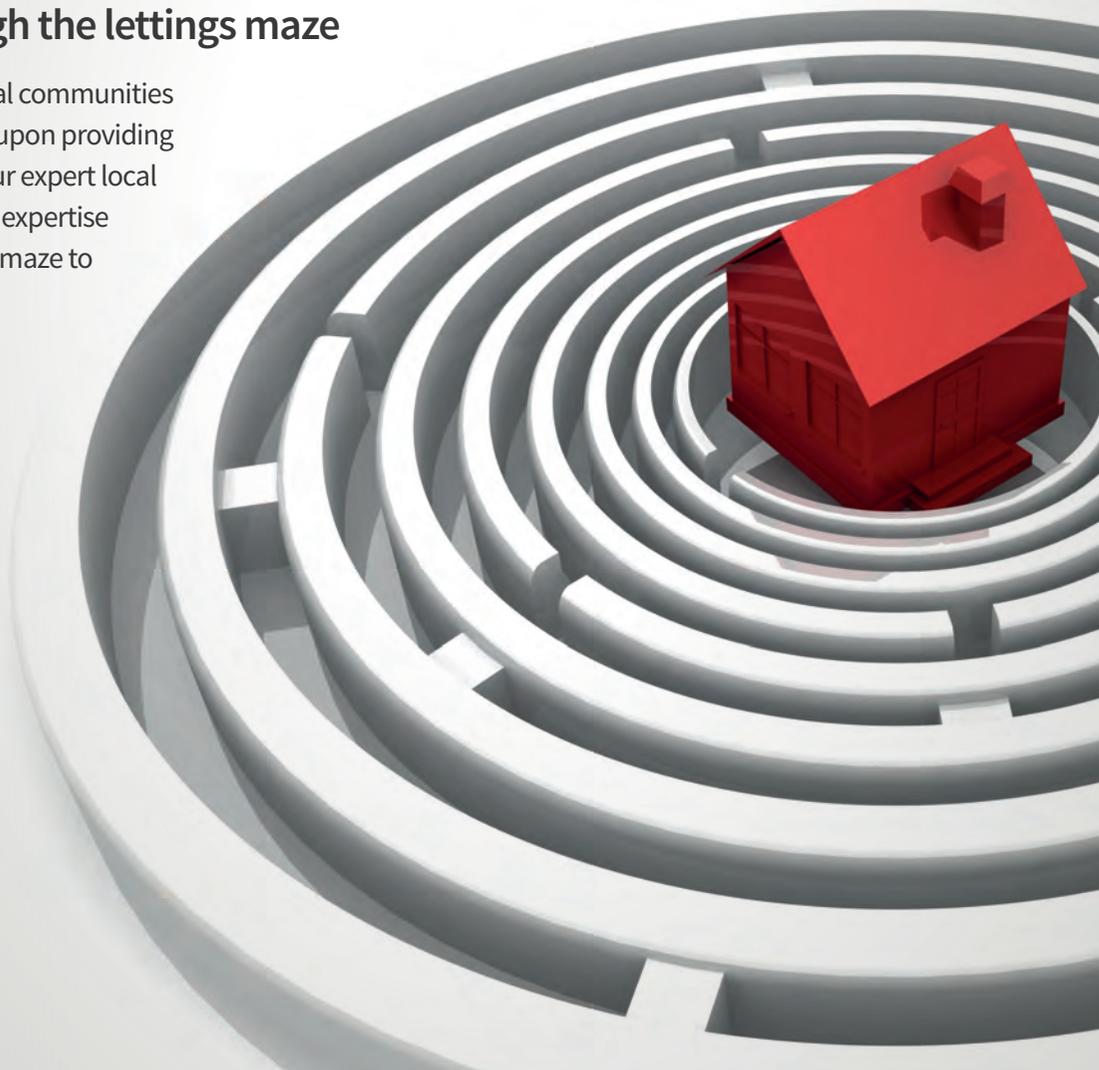
For proactive advice contact:
Lesley Levy Dip Surv AIRPM
Associate Partner, Residential
T: 01603 629871
E: lesley.levy@brown-co.com

Brown&Co Norwich Office,
The Atrium, St George's Street,
Norwich, Norfolk NR3 1AB
norwich@brown-co.com
brown-co.com

The logo for Brown & Co, featuring the company name in a white serif font on a background that is green on the left and red on the right.

BROWN & CO

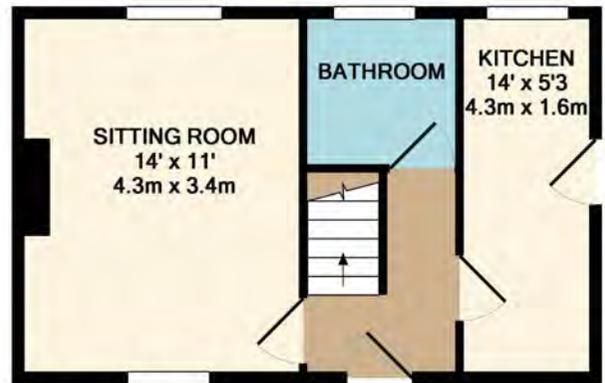
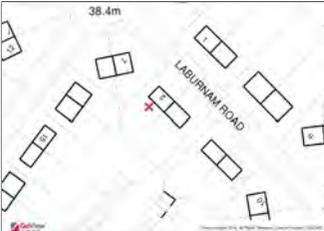
Residential | Commercial | Agricultural | International



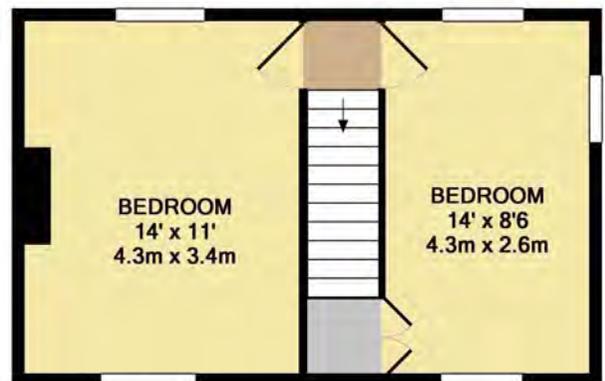


2 Laburnum Road, North Walsham, Norfolk NR28 0EL
 Guide Price £125,000 - £150,000*†

.....
LOT 6



GROUND FLOOR
 APPROX. FLOOR
 AREA 307 SQ.FT.
 (28.6 SQ.M.)



1ST FLOOR
 APPROX. FLOOR
 AREA 307 SQ.FT.

General: An older style two bedroom semi-detached house presented in good order throughout. The property features gas fired central heating and sealed unit double glazing but some minor improvement is now required. The property has been tenanted for many years but is now to be sold vacant. Outside, there is off road parking at the front and there is a decent sized rear garden which is laid mainly to grass with paved patio.

Agent's Note: The purchasers will be required to sign in the auction room a Declaration of Interest Form in respect of any connection that they may have with Victory Housing Trust.

Location: Lying just a short walk from North Walsham town centre, the property is close to many amenities and facilities.

Directions: Head away from North Walsham town centre on the Norwich Road and proceed over the B1150. Turn second right into Millfield Road then first left into Recreation Road and then turn first right into Laburnum Road. No. 2 will be found almost at the bottom on the left hand side.

Energy Rating: C.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 9.30am and 10.00am, commencing on Wednesday 29th August and ending on Friday 21st September.

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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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



Number 1 Sea View, or the whole avenue?

No matter who you are,
our common sense approach
makes Buy-to-Let simple.

**No limit
on volume or
value of
properties**

It doesn't matter to us if you have one or one hundred properties, our process keeps everything nice and simple. In fact, with our new lowest ever rate, our award-winning Buy-to-Let mortgages have never been easier.

.....
**Call us on 0333 4552 139 or visit
togethermoney.com/btlmadesimple**
.....

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

...n Street, Old Buckenham, Attleborough, Norfolk NR17 1SR

Price £225,000 - £250,000*†

.....
LOT 7
.....



General: Three bedroom end terraced cottage featuring central heating and sealed unit double glazing. The property features an attractive cottage style kitchen which has a vaulted ceiling, giving the impression of space. There are three bedrooms and a bathroom located off the landing and also a useful downstairs shower room. The original part of the building was built we believe during the mid-19th Century with later additions.

Outside, the front garden provides off road parking and leads to a timber garage. Good sized rear garden laid mainly to grass overlooking farmland at the rear.

Agent's Note: Completion will be delayed from the usual 28 days but will be no later than 30th November 2018.

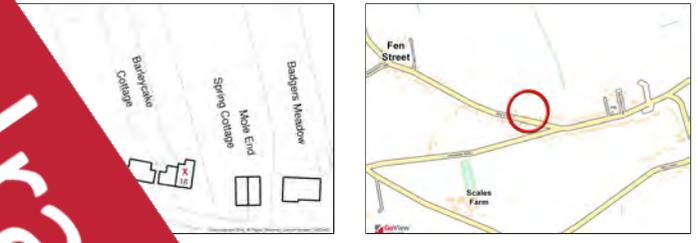
Location: Old Buckenham is an attractive South Norfolk village lying close to the A11 and Attleborough, which has many amenities and facilities.

Directions: Head away from Attleborough on the B1077 and proceed into the village of Old Buckenham. Turn right onto The Green and continue for approximately half a mile and then bear right into Fen Street. The property will be found after a short distance on the right hand side.

Energy Rating: E.

Viewing: PLEASE NOTE THERE WILL BE NO MORE VIEWINGS ON THIS PROPERTY AS IT HAS BEEN WITHDRAWN FROM THE AUCTION SALE.

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



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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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





1, 3 & 5 Le Strange Terrace, Hunstanton, Norfolk PE36 5AJ
Guide Price £225,000 - £275,000*†



MIXED RESIDENTIAL AND COMMERCIAL INVESTMENT OPPORTUNITY

General: This building is prominently located close to the centre and seafront of this popular and well-served west Norfolk coastal town. The property has one residential unit and two commercial premises and produces an income of £28,160 per annum gross.

FIRST FLOOR FLAT:

Currently let to the same tenant since 2014 on an assured shorthold tenancy basis for £7,200 per annum. This spacious property (approximately 1,300 sq.ft.) has three bedrooms and an open plan living room/kitchen amongst other rooms.

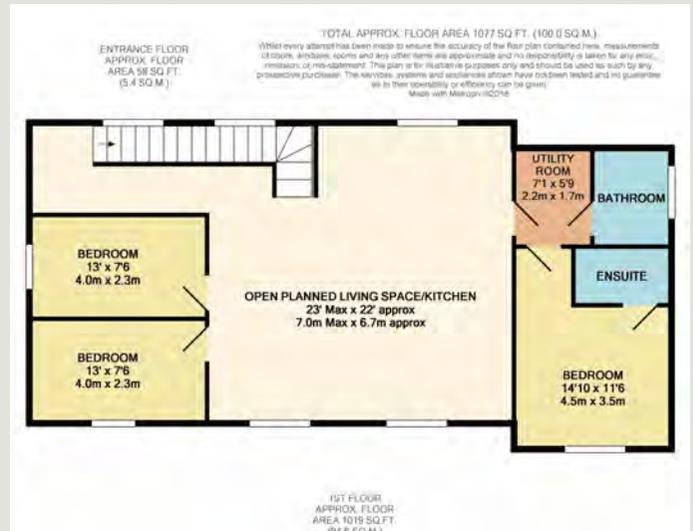
O'QUIGLEY'S BAR:

The tenant has been in occupation since 2008 and has recently signed a new 10 year lease (break after 5 years) producing an income of £12,960 per annum. This bar is situated over two floors with a street level bar and a low level bar/function room.

CAMPING, CARAVAN AND CYCLING STORE:

The tenant of this unit has been in occupation since 2014 and has also signed a new 10 year lease (break after 3 years) and this produces £8,000 per annum.

Location: Hunstanton is a popular and thriving coastal holiday resort with many amenities and facilities and is renowned for its unique striped cliffs and is the only west facing resort on the east coast.



Directions: From the A149 proceed towards the seafront along Park Road. Turn right into Southend Road and at the junction bear left onto Le Strange Terrace. The premises will be found after a short distance on the left hand side.

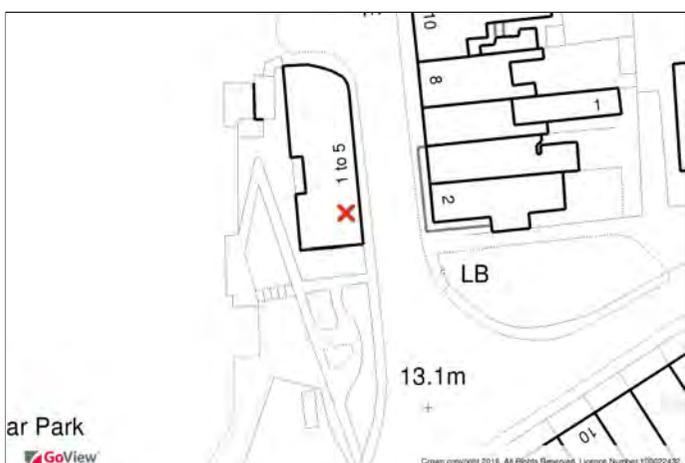
Energy Rating: E for all aspects of the property.

Viewing: Please call us for viewing arrangements.

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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:
 T: 01603 629871 E: norwich@brown-co.com W: brown-co.com



LOT 9

253 Heigham Street, Norwich, Norfolk NR2 4LT
 Guide Price £130,000 - £150,000*†



General: Detached commercial premises which has been occupied by the same tenant since 1980 but will be sold vacant. The accommodation is arranged over two floors and could convert (subject to planning) to either a mixed residential/commercial property or possibly into two flats.

According to the Valuation Office website, the property is described as shop and premises with a rateable value of £5,700 with effect from 1st April 2017.

Location: Located in a prominent position north-west of the city centre and close to other amenities.

Directions: Leave Norwich via the Dereham Road and at the lights turn right onto Old Palace Road. At the junction, turn left at the traffic lights onto Heigham Street and at the next set of traffic lights proceed straight over and the property will be found immediately on the left hand side.

Energy Rating: E

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 9.30am and 10.00am, commencing on Tuesday 4th September and ending on Thursday 20th September.



Solicitors: Norton Legal (Attn Tracy Guest), Unit 8, Beech Avenue, Taverham, Norwich, NR8 6HW. Tel 01603 864431

*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



Ashleigh, Downham Road, Nordelph, Downham Market,
Norfolk PE38 0BQ
Guide Price £110,000 - £130,000*†

.....
LOT 10
.....



General: Modern two bedroom detached bungalow which has been occupied by the same family since constructed but is now sold vacant. Due to the soil conditions, the raft that the property is built on has moved and there is evidence of cracking around the property. No survey has been conducted to determine the cause/remedy and individuals are advised to make their own enquiries. Tremendous scope exists to either repair the existing property or demolish it and rebuild with a brand new dwelling. The bungalow occupies a decent sized garden which extends to approximately one third of an acre, subject to measured survey.

AGENT'S NOTE: If required, extra land (max 2 acres) adjacent to the property will be available to the successful bidder by separate negotiation after the sale. For further details please contact the auctioneers.

Location: Nordelph is a small Fenland village lying approximately 7 miles south-west of the well served market town of Downham Market. The major town and port of King's Lynn is approximately 19 miles to the north.

Directions: Head away from Downham Market on the A1122 and continue through the village of Salters Lode. Proceed for approximately one mile and where the road starts to bear round to the right, the property will be found down the incline on the right hand side.

Energy Rating: F



TOTAL APPROX. FLOOR AREA 912 SQ.FT. (84.8 SQ.M.)
Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee is given to their operability or efficiency can be given.
Made with Metrepro (2007)

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.00am and 11.30am, commencing on Tuesday 28th August and ending on Thursday 20th September.

Solicitors: MCP Solicitors (Attn Mr Paul Garner), 8 York Row, Wisbech, PE13 1EF. Tel 01945 464331

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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



LOT 11

3 Fairfield Road, Downham Market, Norfolk PE38 9ET
Guide Price £40,000 - £60,000*†



General: Former veterinary practice building which has stood empty for many years. Planning was granted by the Borough of King's Lynn & West Norfolk Council in 2009 under reference 09/00921/F for the conversion of the premises to a single residential dwelling but this has now lapsed.

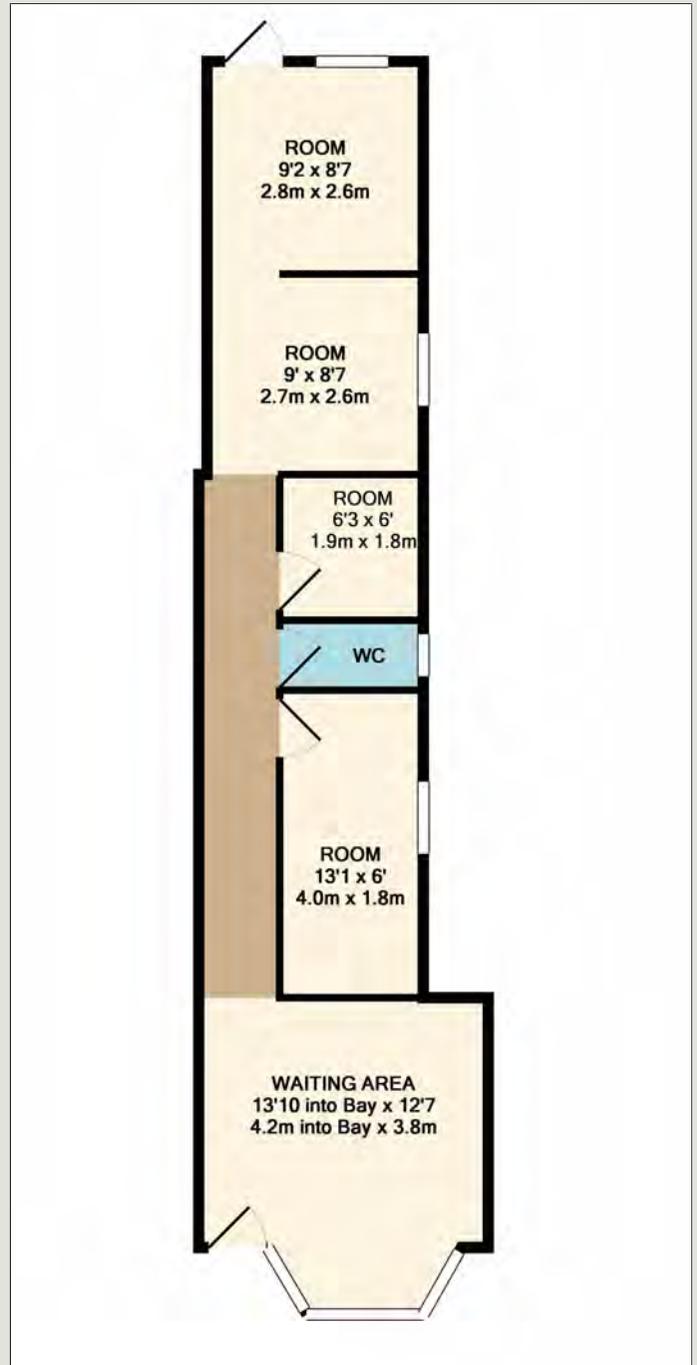
Location: Situated close to the railway station and approximately half a mile from the town centre, which has many shopping facilities and amenities.

According to the valuation office website the premises is described as surgery and premises with a rateable value of £2,350 effective from 1st April 2017.

Directions: From the town centre, proceed along Priory Road and at the junction turn left onto Railway Road. Proceed over the railway line and turn first right into Fairfield Road. The property will then be found immediately on the left hand side.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.45am and 12.15pm, commencing on Tuesday 28th August and ending on Thursday 20th September.

Solicitors: Fraser Dawbarns LLP (Attn Iain Grimes), 29 London Road, Downham Market, PE38 9AS. Tel. 01366 383171



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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



17 Chestnut Close, Costessey, Norwich, Norfolk NR5 0PL
Guide Price £60,000 - £80,000†

.....
LOT 12
.....



General: This is a one bedroom ground floor flat which although owned by the same person has stood empty for many years and now requires improvement and updating.

Outside, the property enjoys the use of its own gardens and there is also a single en-bloc garage.

Location: The property is situated within a cul-de-sac located in this ever popular and well-served suburb which lies approximately 4 miles to the west of the city centre.

Directions: Head away from Norwich along the A1074 Dereham Road and proceed through Costessey. At the Bowthorpe roundabout proceed straight over, continuing on the Dereham Road and turn third right into Richmond Road. Continue almost to the bottom, passing Stone Breck and Chestnut Close will be the next turning on the left.

Tenure: Leasehold. Remainder of a 999 year lease which commenced in 1985.

Service Charge: Currently approximately £125 per quarter. The new owner will become a member of Easthills Residents Association upon completion.

Energy Rating: D.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.30am and 11.00am, commencing on Tuesday 28th August and ending on Thursday 20th September.

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



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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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



.....
LOT 13
.....

16 Mousehold Lane, Norwich, Norfolk NR7 8HF
Guide Price £125,000 - £150,000*†



General: Older style three bedroom semi-detached house which has been occupied by the same person for many years and is now to be sold vacant. The property requires full modernisation and presents an opportunity to the builder/investor or indeed the owner occupier.

Outside there is off road parking at the front and a good sized garden at the rear.

Location: The property lies on the fringe of Sprowston which has many amenities and facilities.

Directions: Head away from Norwich city centre along Sprowston Road. At the ring road roundabout turn right onto Mousehold Lane and the property will be found after a short distance on the right hand side.

Energy Rating: E.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 2.00pm and 2.30pm, commencing on Tuesday 28th August and ending on Thursday 20th September.



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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



2 Kents Lane, Bungay, Suffolk NR35 1JF
Guide Price £250,000 - £275,000*†

.....
LOT 14
.....



General: A detached bungalow conveniently located in a corner position on the outskirts of Bungay and with rural views at the rear. Constructed of brick under a pitched tiled roof with flat roof rear extension.

The accommodation is well arranged on one floor with entrance porch, entrance hall, sitting room, kitchen/dining room, utility room, inner hall, wet room, separate WC, conservatory and 3/4 bedrooms.

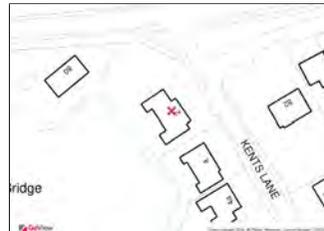
Outside the property is approached from the front with a drive leading up to the side of the property and the single garage and carport, with pedestrian access to the front. The gardens are delightful, being located to the front, side and rear.

Properties in this area of Bungay are always popular. No 2 Kents Lane requires some updating and improvement, with potential to create a super family home, although it is certainly habitable and benefits from an oil fired central heating system and mainly double glazed windows.

Location: Bungay is a popular town on the Norfolk/Suffolk border with good local shopping and transport facilities. Norwich is about 17 miles to the north with all its shopping and transport facilities and the Suffolk Heritage Coast is within easy reach.

Directions: Proceed out of Norwich on the B1332 Bungay Road and travel through Poringland, Brooke and Woodton. On arriving at the roundabout in Bungay turn right and then take a left turn at the next roundabout and go into the town. Follow the one way system and on reaching Beccles Road, Kents Lane will be seen on the right hand side.

Energy Rating: E.



(TOTAL APPROX FLOOR AREA 1555 SQ FT / 143 & 52 M²)

Viewing: Our representative will be at the property on Wednesdays and Fridays between 2.00pm and 2.30pm, commencing on Wednesday 29th August and ending on Friday 21st September.

Solicitors: Notary Express (Attn Merlin Batchelor), 12 Upper King Street, Norwich NR3 1HA. Tel 03333 122221

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:

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



.....
LOT 15
.....

23 Middletons Lane, Hellesdon, Norwich, Norfolk NR6 5NQ
Guide Price £130,000 - £150,000*†



Joint Agent

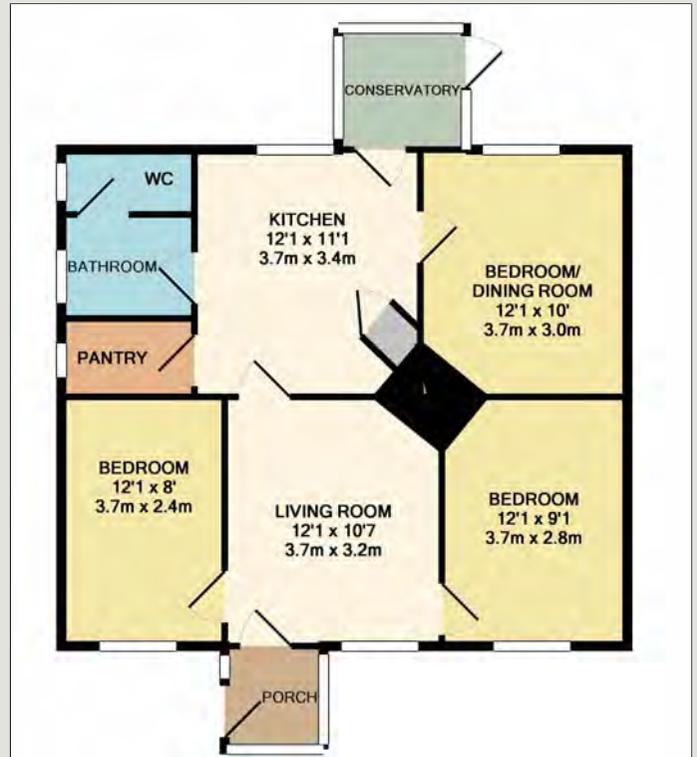
General: Older style 2/3 bedroom detached bungalow which requires improvement and updating. Alternatively, as the bungalow occupies a decent sized plot the potential exists to demolish the existing and replace it with a brand new dwelling (subject to the necessary consents being obtained).

The property has the benefit of a single garage and off road parking.

Location: Hellesdon is a popular and well served north city suburb with many shopping facilities and amenities.

Directions: Head away from Norwich along Aylsham Road and at the Boundary traffic lights proceed straight over onto the Cromer Road. Continue over the lights at the junction with Fifers Lane and at the next set of lights turn left into Middletons Lane. Pass the school playing fields on your left and the property will be found after a short distance also on the left, just before the Jet filling station.

Energy Rating: E.



Viewing: Our representative will be at the property on Tuesdays and Thursdays between 1.00pm and 1.30pm, commencing Tuesday 28th August and ending on Thursday 20th September. Tel 01603 693500

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

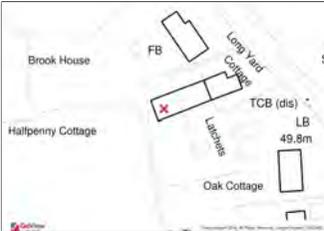
*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

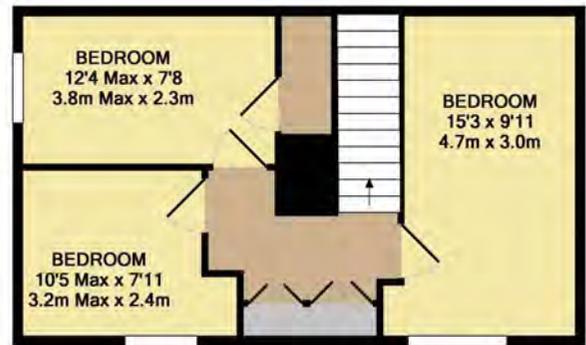


Halfpenny Cottage, Ramsgate Street, Edgefield,
Melton Constable, Norfolk NR24 2AX
Guide Price £175,000 - £195,000*†

.....
LOT 16
.....



GROUND FLOOR
APPROX. FLOOR
AREA 589 SQ.FT.
(54.7 SQ.M.)



1ST FLOOR
APPROX. FLOOR
AREA 390 SQ.FT.
(36.2 SQ.M.)
TOTAL APPROX. FLOOR AREA 979 SQ.FT. (90.9 SQ.M.)

General: Halfpenny Cottage comprises a three bedroom end terraced home situated in a rural location with accommodation on two floors including entrance hall, kitchen, dining room, sitting room and bathroom on the ground floor, together with three bedrooms on the first floor.

Outside there are front and rear gardens bordered by a stream, with an off road car parking space a short distance from the property. The cottage is approached from Ramsgate Street via a pedestrian right of way past the front of the other two cottages.

The property requires renovation and updating and there is potential to create a super home/holiday cottage.

Location: Edgefield is a super village about 3 miles south of the Georgian town of Holt and within striking distance of the North Norfolk coastline. The village is well known for its pub and also has a village hall, garage and garden centre. Holt has an attractive range of shops, cafes, restaurants and galleries. There is easy access to the city of Norwich some 20 miles to the south.

Directions: Leave Holt (south) on the B1149 Norwich Road and continue through Edgefield. Turn right down Chapel Hill and then right into Ramsgate Street. The property will then be found immediately after the telephone box on the left hand side.

Alternatively from Norwich, proceed north out of the city, passing Norwich Airport and continuing onto the Holt Road. On reaching Edgefield turn left into Chapel Hill and then proceed as above.

Energy Rating: G.

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Viewing: Please contact our Holt office for viewing arrangements - 01263 711167.

Solicitors: Butcher Andrews (Attn Tracey White), 1 Old Post Office Street, Fakenham, Norfolk, NR21 9BL. Tel 01328 863131

Contact your local Auction team on:

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



LOT 17

28 Meadowbrook Close, Norwich, Norfolk NR1 2HJ
Guide Price £165,000 - £185,000*†



HADLEY TAYLOR Joint Agent

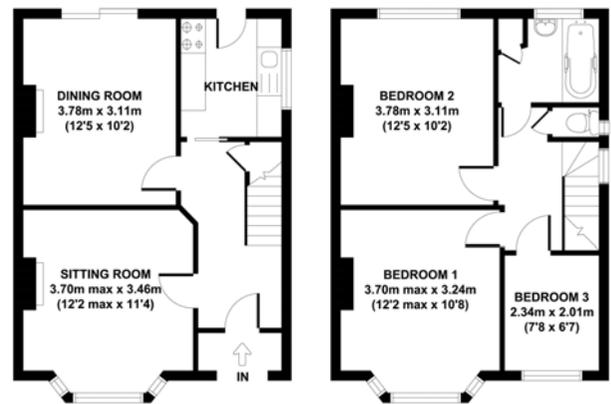
General: A semi-detached property dating back to the 1930's and constructed of part rendered brickwork with tiled roof. Offering accommodation on two floors with entrance hall, sitting room, dining room and kitchen on the ground floor, together with landing, three bedrooms, bathroom and separate WC on the first floor.

Outside, the property is approached from the front and there is a front garden and small rear garden approached by a pathway leading down past the side of the property.

The property requires modernisation throughout but offers a great deal of potential for the owner occupier or investor.

Location: Meadowbrook Close is located off City Road, itself within easy reach of the centre of Norwich. There are local shopping and transport facilities within walking distance. The outer ring road links the property with the Norwich southern bypass and Trowse bypass and there is easy access to Whitlingham Park, the Norfolk & Norwich University Hospital and University of East Anglia.

Directions: Proceed out of Norwich on City Road. Continue past Smithfield Road and Lakenham Primary School and then take the next left into Meadowbrook Close. The property will be seen at the far end on the right hand side.



GROUND FLOOR

FIRST FLOOR

Energy Rating: E.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.00am and 10.30am, commencing on Tuesday 28th August and ending on Thursday 20th September.

Solicitors: Hansells LLP (Attn David Fickling), 13 The Close, Norwich, NR1 4DS. Tel 01603 615731

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

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





41 Marine Parade, Gorleston, Great Yarmouth, Norfolk NR31 6EX
Guide Price £375,000 - £425,000*†



General: A detached property dating back to the 1930's or thereabouts, being constructed of brick and tile and occupying a good plot of land with front and rear gardens, garage and views of the sea.

The accommodation is well arranged on two floors with entrance porch, inner lobby, WC, sitting room, dining/family room and kitchen on the ground floor, together with landing and three bedrooms on the first floor.

The grounds are more than adequate for a property of this size and type and the rear gardens go back a fairly long way. There should be a great deal of interest from buyers looking to acquire a property in this prestigious location. Interest will be from owner occupiers but there is potential to re-arrange and extend or to demolish, subject to the necessary planning consent being forthcoming.

Location: Gorleston-on-Sea is a well known town and Marine Parade looks out over the North Sea. There are excellent local shopping and transport facilities within easy reach and access to the golf course and all the amenities of this seaside resort. The A12 trunk road is within very easy reach, connecting the property with Great Yarmouth to the north and Ipswich to the south. Norwich is about 24 miles away and the Norfolk Broads are within easy reach. This is an excellent prospect to acquire a first class opportunity in a special place.



Directions: Leave Norwich on the A47 towards Great Yarmouth. At the Acle roundabout, take the third exit onto the Acle Straight. On reaching the outskirts of Great Yarmouth, take the 3rd exit at the roundabout onto the A12 and continue towards Gorleston. Proceed over the next two roundabouts and take the first exit at the next roundabout. Turn right onto Victoria Road which changes to Park Road and then to Marine Parade. The property will be seen on the right hand side after the turning to Gournay Avenue and before reaching Bridge Road.

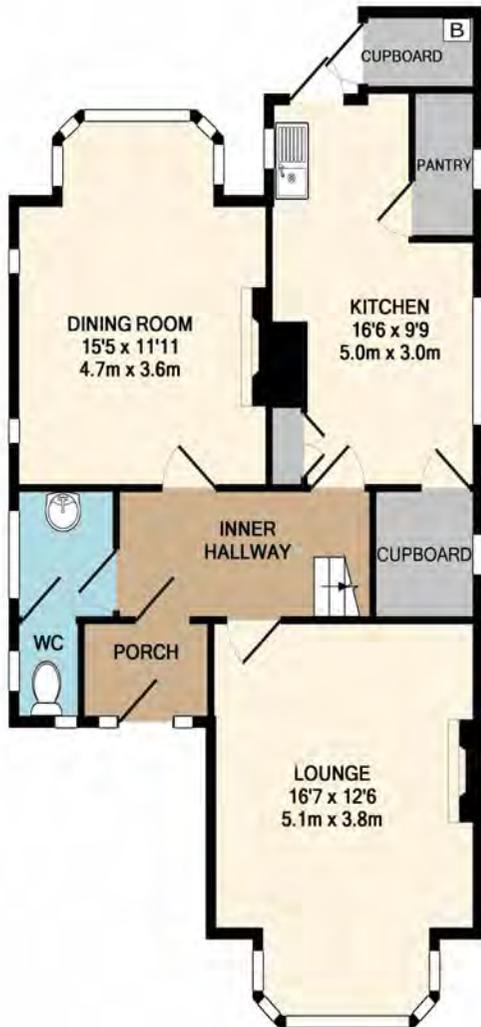
Energy Rating: E

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12 noon and 1.00pm, commencing on Wednesday 29th August and ending on Friday 21st September.

Solicitors: England & Co (Attn Lorna Anderson), 137 Bells Road, Gorleston, NR31 6AG. Tel. 01493 604990

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



GROUND FLOOR
 APPROX. FLOOR
 AREA 686 SQ.FT.
 (63.7 SQ.M.)



1ST FLOOR
 APPROX. FLOOR
 AREA 563 SQ.FT.
 (52.3 SQ.M.)

TOTAL APPROX. FLOOR AREA 1249 SQ.FT. (116.0 SQ.M.)



*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



The Former Mermaid Public House, Norwich Road, Hedenham, Bungay,
Suffolk NR35 2LB

Guide Price £190,000 - £225,000*†



General: This former well known public house known as The Mermaid, Hedenham, lies about 12 miles south-east of Norwich and some 4 miles from the market town of Bungay and comes to the market for the first time for many years. The building dates back to the early 1800's or thereabouts and comprises a two storey detached building consisting of ground floor restaurant/bar premises with first floor storage areas and bedrooms and attic rooms.

The accommodation is arranged over two floors and comprises:

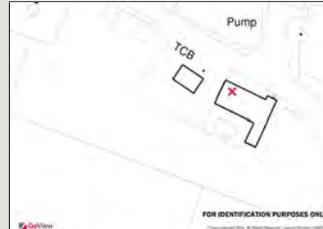
Ground floor: Front entrance lobby, four restaurant areas with counter bar/worktop and door to cellar, kitchen and food preparation room, rear entrance hall with cloakrooms.

First Floor: Landing, store room/bedroom with en-suite bathroom, two further bedrooms, kitchen, rear landing, bedroom 4.

Second Floor: Two attic rooms.

Outside, the property is approached from the road and included in the sale is a rough grassed area and surfaced car parking area together with timber barn/wood shed, paved area, timber store and outside WC. The whole area, including an irregular shaped area of rough grassland with frontage to Norwich Road immediately to the west of the pub car park amounts to some 0.9 acre, subject to measured survey.

The property was originally a public house for many years, but latterly has been used as a curry restaurant, although at the time of our inspection the restaurant has been closed and will be offered with vacant possession. The building appears to be neglected and buyers will see the potential to re-arrange the accommodation and any remedial work and change of use will be subject to the usual planning consent being forthcoming.



Buyers should note that some of the fixtures are to be removed prior to the sale but that the property will be sold on completion with any items remaining.

Right of Way: There is a right of way over the land between the timber framed barn and the rough land in favour of a neighbouring farmer leading to a field at the rear of the Mermaid Public House.

Location: The property occupies a rural position facing a busy road in the centre of a scattered group of houses outside any main settlement with the main facilities in the immediate locality being in Bungay which is about 3 miles to the south.

Directions: Proceed out of Norwich via the Trowse bypass and proceed south on the B1332 travelling through Poringland, Brook and Woodton and on entering Hedenham the property will be seen on the right hand side.

Energy Rating: D.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 11.15am and 12.00 noon, commencing on Tuesday 28th August and ending on Thursday 20th September.

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

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

†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

.....
LOT 19



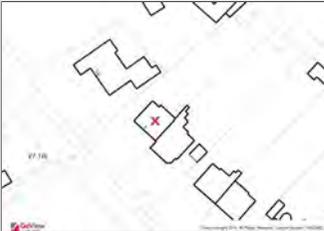
*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:
T: 01603 629871 E: norwich@brown-co.com W: brown-co.com





1 Town Close Road, Norwich, Norfolk NR2 2NB
Guide Price £625,000 - £675,000*†



General: A rare opportunity to acquire an outstanding period property, being Listed Grade II as a house of architectural and historic interest and situated in the prestigious Town Close Estate within easy reach of Norwich. No. 1 Town Close Road is a substantial semi-detached property with delightful grounds and set well back from the road, retaining a great deal of the original charm of the property.

The accommodation is well arranged over three floors and includes entrance hall, sitting room, dining/family room, kitchen/breakfast room (with hatch to cellar which houses the gas fired boiler) and utility room on the ground floor, landing, three bedrooms and family bathroom on the first floor, with a study/landing area and bedroom on the second floor.

The property is approached from the road via a drive leading up to the front and there is hard standing for a number of vehicles to the front and side of the house. The rear garden is laid to lawn with flower borders and hedging on three sides and there is a dilapidated shed with access down a lobe at the far end of the garden, leading back to Ipswich and Newmarket Roads.

The property benefits from mains water, electricity, gas and drainage and has gas fired central heating. It is in reasonable condition but tired and any buyer may want to re-arrange the accommodation to a certain extent, install new kitchen and bathroom equipment and overhaul the wiring and central heating systems. There is scope to extend to the rear, subject to obtaining the necessary planning and listed building consents.

Location: Town Close Road is situated between Newmarket Road and Ipswich Road and is within walking distance of the centre of the city of Norwich and close to the inner link road. There are excellent local shopping and transport facilities in Unthank Road and in nearby Eaton Village as well. There are local private and public schools within walking distance and Norwich City College is close by, with easy access to the Norfolk & Norwich University Hospital.

Much of the charm of the property rests with the unspoilt surroundings. This is an excellent opportunity to acquire a first class property in a delightful residential area.

Restrictive Covenants: This property will be sold subject to a number of restrictive covenants, full details of which will be available in the legal pack.

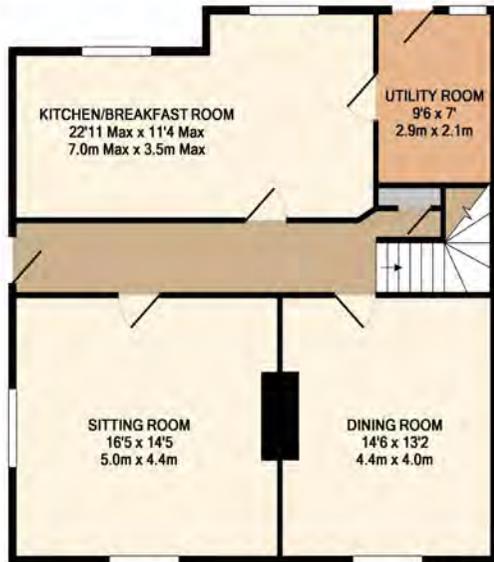
Directions: Proceed out of Norwich on the Newmarket Road and turn left into Town Close Road. The drive into no. 1 will be found on the left hand side.

Viewing: Our representative will be at the property on Wednesdays and Fridays between 10.00am and 10.45am, commencing on Wednesday 29th August and ending on Friday 21st September.

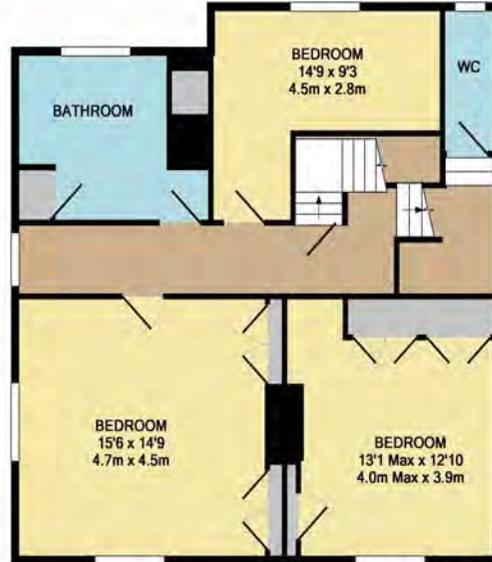
Solicitors: Cozens-Hardy LLP (Attn Mr Dan Evans), Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel. 01603 625231

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

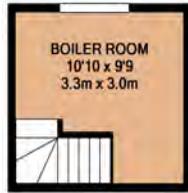
†An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.



GROUND FLOOR
 APPROX. FLOOR
 AREA 848 SQ.FT.
 (78.8 SQ.M.)



1ST FLOOR
 APPROX. FLOOR
 AREA 843 SQ.FT.
 (78.3 SQ.M.)



BASEMENT LEVEL
 APPROX. FLOOR
 AREA 106 SQ.FT.
 (9.8 SQ.M.)



2ND FLOOR
 APPROX. FLOOR
 AREA 285 SQ.FT.
 (26.5 SQ.M.)

TOTAL APPROX. FLOOR AREA 2081 SQ.FT. (193.3 SQ.M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
 Made with Metropix 10/2015



*Guide Prices are provided as an indication of each seller's minimum expectation. They are not necessarily figures at which a property will sell and may change at any time prior to the auction. Each property will be offered subject to a reserve price (a figure below which the Auctioneer cannot sell the property during the auction) which will be set within the quoted guide range or no more than 10% above a single figure guide.
 †An administration charge of £540 (£450 plus VAT) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

Contact your local Auction team on:
T: 01603 629871 E: norwich@brown-co.com W: brown-co.com

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: _____

Email Address: _____

*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 £540 (£450 plus VAT).

Signed: _____ Dated: _____

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

BROWN&CO



TERMS AND CONDITIONS

FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

BROWN & CO
AUCTION

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT. We will also require proof of identity in the form of a driving licence or passport and a utility bill before we can act on your behalf.
2. The form must be sent to, or delivered to: Brown & Co, The Atrium, St George's Street, Norwich, NR3 1AB to arrive before 6pm two working days prior to the start of the auction. It is the bidder's responsibility to check that the form has been received by Brown & Co and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser for 10% of the purchase price if the prospective purchaser is successful in purchasing the relevant property, in accordance with the General or Special Conditions of Sale relating to the Lot.
4. The bidder shall be deemed to have read the "Important Buyers' Information" and the particulars of the relevant Lot in the catalogue together with General and Special Conditions of Sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of a written bid, Brown & Co staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Brown & Co reserve the right not to bid.
6. Brown & Co reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
7. In the event that 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 £540 (£450 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

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.

Property Address: _____

The Seller: _____

Seller's Solicitor: _____ Contact: _____

Postcode: _____ Tel: _____

Email Address: _____

The Buyer: _____

Postcode: _____ Tel: _____

Email Address: _____

Buyer's Solicitor: _____ Contact: _____

Postcode: _____ Tel: _____

Email Address: _____

Purchase Price: £ _____

Less Deposit: £ _____

Balance: £ _____

Completion Date: _____

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

Signed: _____ Date: _____

Authorised Agent for Seller

Signed: _____ Date: _____

Authorised Agent for Buyer



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. ANTI-MONEY LAUNDERING REGULATIONS

To comply with 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 ID:
 - 1 Photographic – current 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 for all parties must be provided.

- If you bid on behalf of somebody else (Proxy bid) we require two forms of ID for the person bidding and for the intended purchaser(s).
- For company purchasers, two forms of ID 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 Certificate of Incorporation.

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 £540 (£450 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

1. 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.
2. 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.
3. 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

Contact your local Auction team on:

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

BROWN&CO



COMMON AUCTION CONDITIONS (Edition3)

REPRODUCED WITH THE CONSENT OF RICS

BROWN&CO
AUCTION

Glossary

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition 9.3:

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

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

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

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

2 Our role

- 2.1 As agents for each seller we have authority to
 - (a) prepare the catalogue from information supplied by or on behalf of each seller;
 - (b) offer each lot for sale;
 - (c) sell each lot;
 - (d) receive and hold deposits;
 - (e) sign each sale memorandum; and
 - (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.
- 2.2 Our decision on the conduct of the auction is final.
- 2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.
- 2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

3 Bidding and reserve prices

- 3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- 3.2 We may refuse to accept a bid. We do not have to explain why.
- 3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- 3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.
- 3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the

reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

- 3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.
- 4 The particulars and other information
 - 4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.
 - 4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.
 - 4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.
 - 4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

5 The contract

- 5.1 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.
 - 5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
 - 5.3 You must before leaving the auction:
 - (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
 - (b) sign the completed sale memorandum; and
 - (c) pay the deposit.
 - 5.4 If you do not we may either:
 - (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
 - (b) sign the sale memorandum on your behalf.
 - 5.5 The deposit:
 - (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
 - 5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
 - 5.7 If the buyer does not comply with its obligations under the contract then:
 - (a) you are personally liable to buy the lot even if you are acting as an agent; and
 - (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
 - 5.8 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
- 6.1 Despite any special condition to the contrary the minimum deposit we accept is £1000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

General Conditions of Sale

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

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

1. The lot

- 1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- 1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- 1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
 - (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;

Contact your local Auction team on:

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

BROWN&CO

- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.
- 1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- 1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
- (b) the physical conditions of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- 2. Deposit**
- 2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- 3. Between contract and completion**
- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- 3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- 4. Title and identity**
- 4.1 Unless condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- 4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their 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:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 6. Completion**
- 6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- 6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.
- 7. Notice to complete**
- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- 8. If the contract is brought to an end**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 7.3.
- 9. Landlord's licence**
- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- 9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition 9.
- 10. Interest and apportionments**
- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 Subject to condition 11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoing are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoing are to be apportioned on the date from which interest becomes payable by the buyer.
- 10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoing for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- 11. Arrears**
- Part 1 Current rent**
- 11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- 11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- 11.4 Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- 11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- 11.7 Part 3 of this condition 11 applies where the special conditions:
- (a) so state; or
- (b) give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the
- 11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- 12. Management**
- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- 13. Rent deposits**
- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

- 13.2 If the rent deposit is not assignable the *seller* must on completion hold the rent deposit on trust for the *buyer* and, subject to the terms of the rent deposit deed, comply at the cost of the *buyer* with the *buyer's* lawful instructions.
- 13.3 Otherwise the *seller* must on completion pay and assign its interest in the rent deposit to the *buyer* under an assignment in which the *buyer* covenants with the *seller* to:
- observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
- 14. VAT**
- 14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- 14.2 Where the *special conditions* state that no VAT option has been made the *seller* confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- 15. Transfer as a going concern**
- 15.1 Where the *special conditions* so state:
- the *seller* and the *buyer* intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - this condition G15 applies.
- 15.2 The *seller* confirms that the *seller*
- is registered for VAT, either in the *seller's* name or as a member of the same VAT group; and
 - has (unless the sale is a standard-rated supply) made in relation to the *lot* a VAT option that remains valid and will not be revoked before completion.
- 15.3 The *buyer* confirms that:
- it is registered for VAT, either in the *buyer's* name or as a member of a VAT group;
 - it has made, or will make before completion, a VAT option in relation to the *lot* and will not revoke it before or within three months after completion;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the *lot* as a nominee for another person.
- 15.4 The *buyer* is to give to the *seller* as early as possible before the agreed completion date evidence:
- of the *buyer's* VAT registration;
 - that the *buyer* has made a VAT option; and
 - that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition 14.4 applies at completion.
- 15.5 The *buyer* confirms that after completion the *buyer* intends to:
- retain and manage the *lot* for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after completion, it is found that the sale of the *lot* is not a transfer of a going concern then:
- the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a VAT invoice in respect of the sale of the *lot*;
 - the *buyer* must within five business days of receipt of the VAT invoice pay to the *seller* the VAT due; and
 - if VAT is payable because the *buyer* has not complied with this condition 15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.
- 16. Capital allowances**
- 16.1 This condition 16 applies where the *special conditions* state that there are capital allowances available in respect of the *lot*.
- 16.2 The *seller* is promptly to supply to the *buyer* all information reasonably required by the *buyer* in connection with the *buyer's* claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The *seller* and *buyer* agree:
- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
 - to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. Maintenance agreements**
- 17.1 The *seller* agrees to use reasonable endeavours to transfer to the *buyer*, at the *buyer's* cost, the benefit of the maintenance agreements specified in the *special conditions*.
- 17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the actual completion date.
- 18. Landlord and Tenant Act 1987**
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 The *seller* warrants that the *seller* has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- 19. Sale by practitioner**
- 19.1 This condition 19 applies where the sale is by a practitioner either as *seller* or as agent of the *seller*.
- 19.2 The practitioner has been duly appointed and is empowered to sell the *lot*.
- 19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the *seller's* obligations. The transfer is to include a declaration excluding that personal liability.
- 19.4 The *lot* is sold:
- in its condition at completion;
 - for such title as the *seller* may have; and
- with no title guarantee; and the *buyer* has no right to terminate the contract or any other remedy if information provided about the *lot* is inaccurate, incomplete or missing.
- 19.5** Where relevant:
- the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - the *seller* may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The *buyer* understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the *special conditions* state "There are no employees to which TUPE applies", this is a warranty by the *seller* to this effect.
- 20.2 If the *special conditions* do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- The *seller* must notify the *buyer* of those employees whose contracts of employment will transfer to the *buyer* on completion (the "Transferring Employees"). This notification must be given to the *buyer* not less than 14 days before completion.
 - The *buyer* confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - The *buyer* and the *seller* acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the *seller* will transfer to the *buyer* on completion.
 - The *buyer* is to keep the *seller* indemnified against all liability for the Transferring Employees after completion.
- 21. Environmental**
- 21.1 This condition 21 only applies where the *special conditions* so provide.
- 21.2 The *seller* has made available such reports as the *seller* has as to the environmental condition of the *lot* and has given the *buyer* the opportunity to carry out investigations (whether or not the *buyer* has read those reports or carried out any investigation) and the *buyer* admits that the price takes into account the environmental condition of the *lot*.
- 21.3 The *buyer* agrees to indemnify the *seller* in respect of all liability for or resulting from the environmental condition of the *lot*.
- 22. Service Charge**
- 22.1 This condition 22 applies where the *lot* is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the *seller* must provide to the *buyer* a detailed service charge account for the service charge year current on completion showing:
- service charge expenditure attributable to each tenancy;
 - payments on account of service charge received from each tenant;
 - any amounts due from a tenant that have not been received;
 - any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- 22.4 In respect of each tenancy, if the service charge account shows that:
- payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the *seller* must pay to the *buyer* an amount equal to the excess when it provides the service charge account;
 - attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the *buyer* must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the *seller* within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the *seller* must pay the expenditure incurred in respect of the period before actual completion date and the *buyer* must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the *seller* providing the service charge account to the *buyer*.
- 22.6 If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- the *seller* must pay it (including any interest earned on it) to the *buyer* on completion; and
 - the *buyer* must covenant with the *seller* to hold it in accordance with the terms of the tenancies and to indemnify the *seller* if it does not do so.
- 23. Rent reviews**
- 23.1 This condition 23 applies where the *lot* is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The *seller* may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the *buyer*, such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the *buyer* must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the *seller*, such consent not to be unreasonably withheld or delayed.
- 23.4 The *seller* must promptly:
- give to the *buyer* full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - use all reasonable endeavours to substitute the *buyer* for the *seller* in any rent review proceedings.
- 23.5 The *seller* and the *buyer* are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the *buyer* must account to the *seller* for any increased rent and interest recovered from the tenant that relates to the *seller's* period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The *seller* and the *buyer* are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. Tenancy renewals**
- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the *seller* to liability or penalty, the *seller* must not without the written consent of the *buyer* (which the *buyer* must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the *seller* receives a notice the *seller* must send a copy to the *buyer* within five business days and 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); and
 - 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.

CONSIDERING SELLING AT AUCTION?

Properties most suitable for auction are:

- Properties in need of renovation
- Residential and Commercial investments
- Land with or without planning consent
- Buildings with or without consent for improvement
- Unique and individual properties
- Garages
- Ground leases
- Properties with structural problems
- Tenanted properties
- Unmodernised properties of all types
- Redevelopment opportunities
- Farm/rural buildings
- Non-standard construction properties
- Family homes
- Prestigious locations
- Cottages for renovation

Selling by auction would give you:

- Extensive, high profile advertising
- Competitive bidding
- Best price on the day
- A speedy sale within a defined period

Entries continually taken for future auctions.

Call us for a professional auction service.

Norwich: Trevor Blythe 01603 629871

King's Lynn: James Hurst 01553 770771

Holt: Vicki Foreman 01263 713143

Brown&Co Norwich:

The Atrium, St George's Street, Norwich NR3 1AB

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



BROWN & CO

Residential | Commercial | Agricultural

brown-co.com