

Our ref: PRGH/TB

Your ref:

Norwich Office

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March 2018

ADDENDUM SHEET FOR AUCTION 22ND MARCH 2018

LOT 3 – 4 Garages at Langham

Please note that two of the garages are now vacant. Therefore, the income from the two let garages at present is around £1,190 per annum, subject to final confirmation.

LOT 7 – 48 Cromer Road, Hellesdon

Please note that this property has been withdrawn from the March sale.

LOT 12 – Browick Cottage, Wymondham

A new Land Charges search has been made as the last one has expired and this will be available for inspection on the auction day. Please also note that the special conditions of sale have been amended including Clause 1 and that the completion date has been amended and changed to 11th April 2018.

LOT 13 – 9 Vicar Street, Wymondham

Please note that the guide price for this property has been reduced to £425,000 - £450,000.

LOT 17 – 3 Stone Cottages, Cromer Road, Hevingham

Please note that the guide price for this property has been reduced to £115,000 - £125,000.

LOT 19 – 26 Rosemary Road, Sprowston

Please note that the guide price for this property has been reduced to £365,000 - £385,000.

LOT 20 – Shrublands, 12 High Green, Brooke

Please note that the guide price for this property has been reduced to £575,000 - £625,000.

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BROWN & CO

AUCTION CATALOGUE

Thursday 22nd March 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 22nd March 2018. **Start time:** 11am.

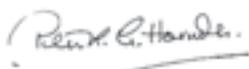
Another year is upon us and we are delighted to be holding our spring sale, the first one of the year, at the Assembly House in Norwich and we hope we will be able to emulate the success we had throughout 2017. We are delighted to be offering property for sale across the city and county with some outstanding opportunities throughout the price ranges. We expect the market to be as active this year as it was throughout a busy period in 2017 and if our last auction is an indication of strength and confidence, we look forward to the months ahead.

Looking back, we have been pleased with the results of our auctions over the last 12 months or so, with excellent sales in June, September and December and a near 95% success rate over the calendar year, so we need to keep it going!

All of the lots will be of interest to different buyers, whether for investment purposes or for owner occupiers looking to acquire a property. The lots include garages, land, commercial and residential investments as well as various properties in need of renovation.

All of the properties have been entered into this 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 as we look forward to our summer auction in June.

Auction manager, Trevor Blythe, together with myself and the entire auction team including Henry Cockerton, Tim Nicholson and Henry 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 PROPERTY AUCTIONS

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

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

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

Contact your local Auction team on:

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

BROWN & CO

REVIEW OF 2017

Brown & Co had an outstanding auction in December 2017 with a success rate of over 90% including one lot sold prior. The firm sold £1.5M worth of property throughout the city and county together with land, commercial property, investment and residential opportunities, including an old snooker hall in north-east Norfolk!

There were a number of highlights, including a vacant former fast food outlet and restaurant on Dereham Road close to the centre of Norwich selling for a figure some £80,000 in excess of the reserve. Otherwise, the old snooker hall sold for over £30,000 in excess of the reserve. A former post office in Moulton St Mary with planning for residential purposes sold for some £30,000 in excess of the reserve and two terraced houses in Norwich sold well too.

Finally, a super red brick character terraced property in Old Catton sold for a figure in excess of £50,000 over the reserve.

Trust us with your lot.

All Brown & Co auctions are supported by high quality marketing to promote them to potential buyers and ensure our clients' land and property receive maximum exposure. We are keen to help people unlock value and if you would like a first class service including auction catalogues, local and national advertising and online marketing with local knowledge then contact us now. We are proud of our reputation and let us know if you would like a copy of our residential auctions divisional brochure.

WORKING WITH AGENTS ACROSS THE REGION

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

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



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

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RESULTS OF REGIONAL PROPERTY AUCTION

WEDNESDAY 13TH DECEMBER 2017

NORWICH OFFICE:

Lot	Address	Guide Price	Sale Price
1	2D Clarkson Road, Norwich, NR5 8EF	£130,000 - £150,000 ^{*†}	WITHDRAWN PRIOR
2	13 Sigismund Road, Norwich, NR1 2RJ	£160,000 - £180,000 ^{*†}	SOLD PRIOR
3	48 Cromer Road, Hellesdon, NR6 6LZ	£200,000 - £225,000 ^{*†}	WITHDRAWN PRIOR
4	Land at Limehouse Drove, Wretton, PE33 9QW	£30,000 - £40,000 ^{*†}	£36,000
4a	7 Bridge Street, Loddon, NR14 6LZ	£140,000 - £160,000 ^{*†}	£124,000
5	38B Nelson Road Central, Great Yarmouth, NR30 2JY	£50,000 - £70,000 ^{*†}	WITHDRAWN PRIOR
6	15 Paget Road, Great Yarmouth, NR30 2DN	£125,000 - £150,000 ^{*†}	WITHDRAWN PRIOR
7	1 Cotman Road, Norwich, NR1 4AF	£275,000 - £325,000 ^{*†}	SOLD AFTER AUCTION
8	95 St Michaels Road, Long Stratton, NR15 2PJ	£110,000 - £130,000 ^{*†}	£140,000
9	55-57 Dereham Road, Norwich, NR2 4HZ	£195,000 - £210,000 ^{*†}	£278,000
10	Old Snooker Hall Site, Town Green, Alby, NR11 7HE	£25,000 - £35,000 ^{*†}	£52,000
11	The Old Post Office, Acle Road, Moulton St Mary, NR13 3AP	£90,000 - £110,000 ^{*†}	£128,000
12	93 Waddington Street, Norwich, NR2 4JX	£155,000 - £165,000 ^{*†}	£155,000
13	9 Nile Street, Norwich, NR2 4JU	£140,000 - £160,000 ^{*†}	£140,000
14	58 Church Street, Old Catton, NR6 7DR	£160,000 - £180,000 ^{*†}	£235,000

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†An administration charge of £395 plus VAT (£474) is payable in addition to the deposit at the auction. Other fees may be payable on completion and will be detailed in the special conditions of sale within the legal pack.

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BROWN & CO

REGIONAL PROPERTY AUCTION

THURSDAY 22ND MARCH 2018

NORWICH OFFICE:

Lot	Address	Guide Price
1	11 Nutfield Close, Eaton, NR4 6PF	£200,000 - £220,000 ^{**†}
2	2 Garages & Hard Standing Area to rear of 5 & 7 Vicarage Close, Potter Heigham, NR29 5LE	£10,000 - £15,000 ^{**†}
3	4 Garages adjacent to 7 Swans Close, Langham, Holt, NR25 7BZ	£15,000 - £25,000 ^{**†}
4	Northfield House, 46 High Street, Mundesley, NR11 8JW	£350,000 - £400,000 ^{**†}
5	Land off Cromer Road, East Ruston, NR27 9PX	£20,000 - £30,000 ^{**†}
6	Wal-Net, Holt Road, Gresham, NR11 8RG	£110,000 - £130,000 ^{**†}
7	48 Cromer Road, Hellesdon, NR6 6LZ	£200,000 - £225,000 ^{**†}
8	Offices on corner of Quebec Street & Church Street, Dereham, NR19 2DJ	£250,000 - £300,000 ^{**†}
9	16 & 18 Church Street, Dereham, NR19 1DN	£120,000 - £140,000 ^{**†}
10	60 Low Road, Wortwell, IP20 0HJ	£200,000 - £225,000 ^{**†}
11	Land off Drain Bank North, Cowbit, Spalding, Lincolnshire	£20,000 - £30,000 ^{**†}
12	Browick Cottage, Browick Road, Wymondham, NR18 9RA	£150,000 - £175,000 ^{**†}
13	9 Vicar Street, Wymondham, NR18 0PL	£475,000 - £500,000 ^{**†}
14	Shop at 8 Hamilton Road, Cromer, NR27 9HL	£89,000 - £99,000 ^{**†}
15	Flat 1, 8 Hamilton Road, Cromer, NR27 9HL	£85,000 - £95,000 ^{**†}
16	Flat 2, 8 Hamilton Road, Cromer, NR27 9HL	£85,000 - £95,000 ^{**†}
17	3 Stone Cottages, Cromer Road, Hevingham, NR10 5AD	£125,000 - £135,000 ^{**†}
18	White House Farm, White House Lane, Besthorpe, NR17 2PB	£200,000 - £250,000 ^{**†}
19	26 Rosemary Road, Sprowston, Norwich, NR7 8ER	£375,000 - £425,000 ^{**†}
20	Shrublands, 12 High Green, Brooke, NR15 1HR	£600,000 - £650,000 ^{**†}
21	76 Bracondale, Norwich, NR1 2BE	£450,000 - £495,000 ^{**†}
22	43/43A Newmarket Road, Norwich, NR2 2HN	£495,000 - £525,000 ^{**†}

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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.

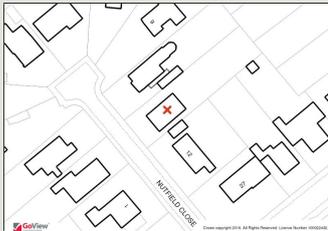


OPEN DAY SCHEDULE & VIEWING ARRANGEMENTS

11 Nutfield Close, Eaton	Tuesdays & Thursdays 1.00pm - 1.30pm	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
Northfield House, 46 High Street, Mundesley	Wednesdays & Fridays 9.30am - 10.30am	Wednesdays: 21st, 28th February. 7th, 14th March.	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.
48 Cromer Road, Hellesdon	Wednesdays & Fridays 11.30am - 12.00 noon	Wednesdays: 21st, 28th February. 7th, 14th March.	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.
60 Low Road, Wortwell	Tuesdays & Thursdays 2.30pm - 3.15pm	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
Browick Cottage, Browick Road, Wymondham	Tuesdays & Thursdays 10.45am - 11.15am	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
9 Vicar Street, Wymondham	Tuesdays & Thursdays 1.30pm - 2.15pm	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
Shop at 8 Hamilton Road, Cromer	Fridays 1.30pm - 2.30pm	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.	
Flat 1, 8 Hamilton Road, Cromer	Fridays 1.30pm - 2.30pm	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.	
Flat 2, 8 Hamilton Road, Cromer	Fridays 1.30pm - 2.30pm	Fridays: 16th February. 2nd, 9th, 16th March.	
3 Stone Cottages, Cromer Road, Hevingham	Wednesdays & Fridays 1.45pm - 2.15pm	Wednesdays: 21st, 28th February. 7th, 14th March.	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.
White House Farm, White House Lane, Besthorpe	Tuesdays & Thursdays 9.30am - 10.15am	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
26 Rosemary Road, Sprowston	Wednesdays & Fridays 12.30pm - 1.15pm	Wednesdays: 21st, 28th February. 7th, 14th March.	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.
Shrublands, 12 High Green, Brooke	Wednesdays & Fridays 12.00 noon - 1.00pm	Wednesdays: 21st, 28th February. 7th, 14th March.	Fridays: 16th, 23rd February. 2nd, 9th, 16th March.
43/43A Newmarket Road, Norwich	Tuesdays & Thursdays 12.00 noon - 1.00pm	Tuesdays: 20th, 27th February. 6th, 13th March.	Thursdays: 15th, 22nd February. 1st, 8th, 15th March.
2 Garages at Vicarage Close, Potter Heigham	At any reasonable time during daylight hours.		
4 Garages at Swans Close, Langham			
Land off Cromer Road, East Ruston			
Land off Drain Bank North, Cowbit, Spalding, Lincolnshire			
Wal-Net, Holt Road, Gresham, NR11 8RG	Please contact our Holt office 01263 711167.		
Offices at Dereham	Please call the Norwich Auction Team on 01603 629871 .		
16 & 18 Church Street, Dereham, NR19 1DN			
76 Bracondale, Norwich, NR1 2BE			

LOT 1

11 Nutfield Close, Eaton, Norwich, Norfolk NR4 6PF
Guide Price £200,000 - £220,000*†



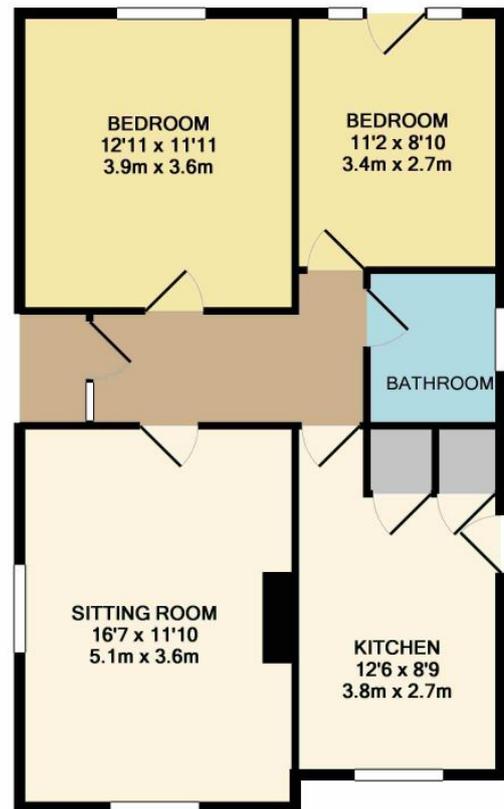
General: Two bedroom detached bungalow in popular location with sealed unit double glazing. The property has been occupied by the same person for many years but it now requires improvement and some updating. The property occupies a generous plot with a rear garden measuring approximately 100ft in length. There is room to extend at the rear and planning consent has recently lapsed (November 2017) for the addition of a rear extension which would almost double the size of the existing accommodation. Associated documents can be found on Norwich City Council's website using ref. 14/01434.

Location: Eaton is a popular south Norwich village which lies on the fringe of the city and has a range of shopping facilities and is also close to the southern bypass and the A11.

Directions: Head away from Norwich on the Newmarket Road and proceed towards Eaton. At the slip road bear left down into the village. At the traffic lights turn left into Church Lane, take the third left into Greenways and proceed just past the church before turning left into Nutfield Close. The property will be found after a short distance on the right hand side.

Energy Rating: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 1.00pm and 1.30pm, commencing on Thursday 15th February and ending on Thursday 15th March.



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

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2 Garages and Hard Standing Area to rear of 5 and 7, Vicarage Close, Potter Heigham, Great Yarmouth, Norfolk NR29 5LE
Guide Price £10,000 - £15,000*†

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LOT 2
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General: A pair of garages located along a tarmac driveway plus a concrete hard standing area. The two garages appear to be of brick construction with asbestos roofs. Both garages have up and over doors and are sold vacant, as is the hard standing area.

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 lock.

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

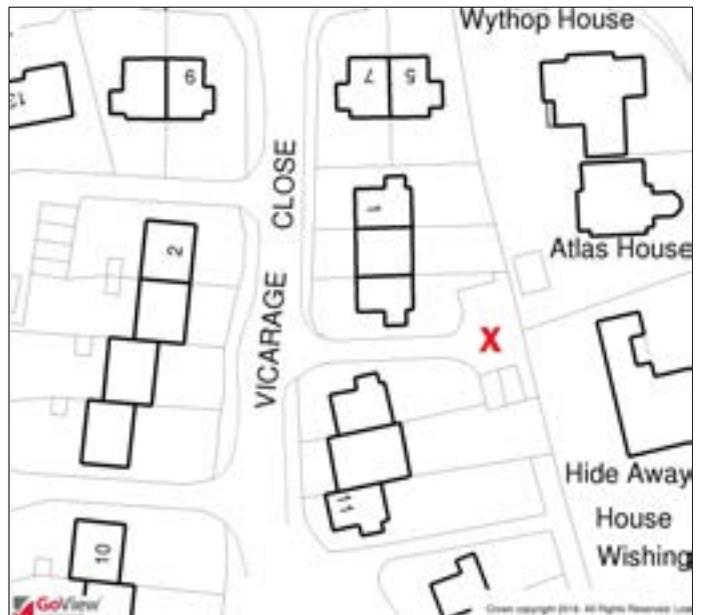
Location: Potter Heigham is a popular Broadland village which lies just off the A149, approximately 10 miles from Wroxham, 5 miles from Stalham and 10 miles from Caister on Sea.

Directions: Head away from Wroxham towards Great Yarmouth and proceed for approximately 10 miles. Turn left into Station Road and at the junction turn left into School Road. Turn first left into Vicarage Close and the garages and hard standing will be found down the driveway located between nos. 5 and 7.

Viewing: External viewing only during daylight hours.

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.

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



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LOT 3
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4 Garages adjacent to 7, Swans Close, Langham, Holt,
Norfolk NR25 7BZ
Guide Price £15,000 - £25,000*



General: A block of four garages, all of which appear to be in good order. Three of the garages are let under licence and one is vacant. Two of the garages are let to Victory Housing tenants who each pay £8.15 per week (total £16.30 per week/£847.60 per annum). The other garage is let again under licence to a private individual who pays £11.91 plus VAT per week (£743.08 per annum). Total gross income for the year is approximately £1,590.68, subject to final confirmation.

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

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: Langham is a small village in North Norfolk lying approximately 2 miles inland from Blakeney and approximately 5 miles from Holt.

Directions: Head away from Holt and proceed through the village of Letheringsett. At the junction bear right signposted By-Road. Proceed for approximately one mile and turn right at the crossroads signposted Blakeney 5, Langham 3 miles. Proceed into the village and turn left into Hollow Lane and then left again into Swans Close. Continue for approximately 100 yards and the garages will be found on the right hand side.

Viewing: External viewings only during daylight hours.



Agent's Note: The purchaser will be required to sign in the auction room a declaration of interest form in respect of any connection that they may have with Victory Housing Trust.

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

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Northfield House, 46 High Street, Mundesley, Norwich,
Norfolk NR11 8JW
Guide Price £350,000 - £400,000*†

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LOT 4
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General: Northfield House was reputedly a rest home for gas workers and was passed on to the Local Authority in 1951 and was then converted into 12 individual units. The building was then passed on to North Norfolk District Council in 1974.

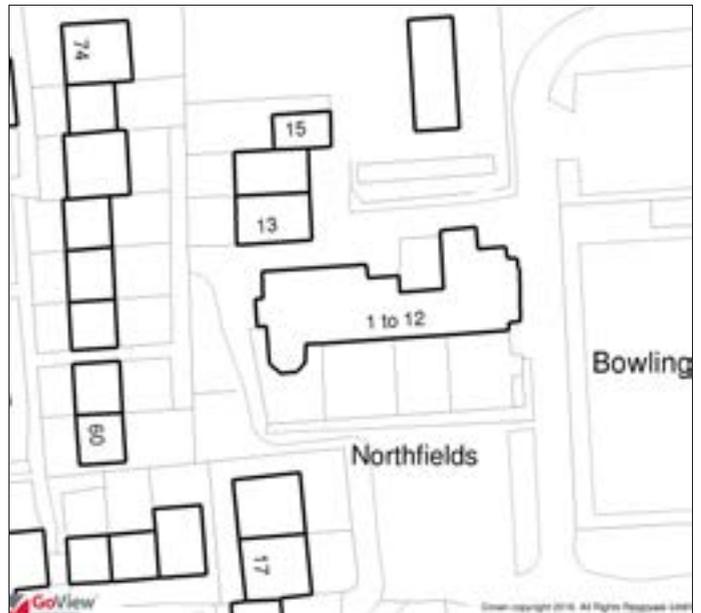
Two of the units on the first floor have been sold off on long leases and the remaining 10 are made up of 8 one bedroom units and 2 bedsits. Although each of the units has been modernised in recent years, they all now require some improvement and updating. All 10 units are double glazed and all have individual central heating systems.

Outside the premises is approached via an in and out drive which will be sold with the property. There is also a car park and a number of storage sheds which accompany the flats.

Location: Mundesley is a well served coastal village with many shopping facilities and lies approximately 5 miles north-east of the well served market town of North Walsham.

Directions: From North Walsham, head towards Mundesley on the Knapton Road. At the junction turn left into Water Lane and then turn immediately right onto Trunch Road and proceed towards the village. Northfield House will be found behind the bowling green. Access is via the in and out driveway.

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



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.

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

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LOT 5
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Land off Cromer Road, East Runton, Cromer, Norfolk NR27 9PX
Guide Price £20,000 - £30,000*†



General: Parcel of land extending to just over 2 acres (subject to measured survey). The land is currently laid to grass and provides some views of the sea.

The land is located along a grass footpath wide enough for vehicles. Access to the land is through the metal gate.

Location: East Runton is a small coastal village which has a long, sandy beach. There are one or two small shops within the village which lies almost mid-way between the popular coastal resorts of Cromer and Sheringham.

Directions: Head away from Cromer towards Sheringham on the A149 and proceed into the village. Continue up the gentle incline out of the village, passing Thains Lane and the opening to the land will be found on the right hand side just before the Gold Coast Caravan Park.

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

Solicitors: Hayes & Storr (Attn Richard Hewitt), Burnham House, 57-63 Station Road, Sheringham, NR26 8RG. Tel. 01263 825959



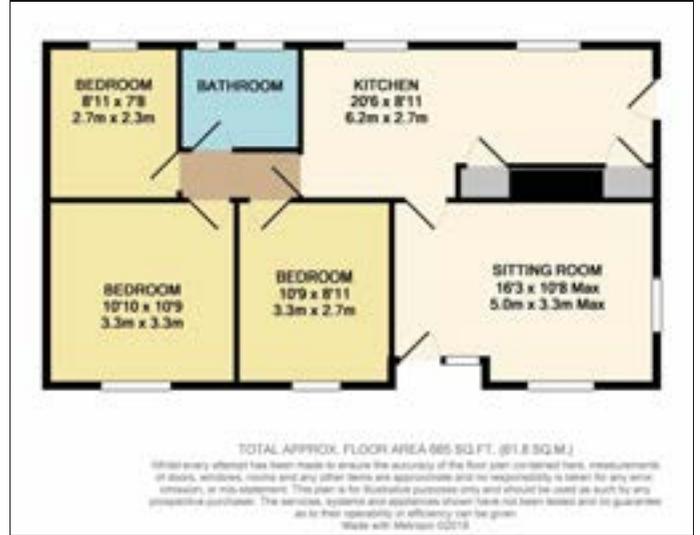
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Wal-Net, Holt Road, Gresham, Norwich, Norfolk NR11 8RG
 Guide Price £110,000 - £130,000*†

.....
LOT 6



POTENTIAL REDEVELOPMENT OPPORTUNITY

General: A three bedroom detached bungalow of non-traditional construction built from concrete sectional panels and requiring improvement and updating. The plot measures approximately 120ft x 60ft.

Alternatively, it should be possible to replace the existing dwelling with a new build under North Norfolk District Council's H08 Policy Local Development Framework (subject to planning).

Location: Gresham is a pleasant village close to the North Norfolk coastline and lies approximately 5 miles south-west of Cromer, which is a popular coastal resort.

Directions: Head away from Cromer in the direction of Holt. Turn immediately left after the Roman Camp Inn into Church Road and proceed through the village of Aylmerton. Continue south-westwards past the stone cross, through Lower Gresham and past the primary school and parish church in Gresham. Wal-Net is then on the right half a mile further on, just beyond where Chequers Road from Bessingham feeds in on the left.

Energy Rating: F.



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

Solicitors: Mills & Reeve LLP (Attn Mrs Deanna Blythe), 1 St James Court, Whitefriars, Norwich, NR3 1RU. Tel. 01603 693371

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



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LOT 7
.....

48 Cromer Road, Hellesdon, Norwich, Norfolk NR6 6LZ
Guide Price £200,000 - £225,000*†



General: Older style four bedroom detached house which boasts a 14' x 12' kitchen. The property benefits from gas central heating and most windows are double glazed. Further improvement and updating is now required although some recent redecoration has taken place.

The front garden provides off road parking and leads to a carport and garage. The rear garden is partly paved and partly laid to grass.

Location: Located within this popular north city suburb which boasts a wide and varied range of shopping facilities and amenities.

Directions: Head away from Norwich on the Aylsham Road and at the Boundary traffic lights and roundabout continue onto Cromer Road. 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 Wednesdays and Fridays between 11.30am and 12.00 noon, commencing on Friday 16th February and ending on Friday 16th March.



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

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Offices, Corner of Quebec Street and Church Street, Dereham,
Norfolk NR19 2DJ
Guide Price £250,000 - £300,000*†

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LOT 8
.....



COMMERCIAL INVESTMENT OPPORTUNITY

General: Substantial Grade II Listed building divided into suites sharing some common parts. All areas are let to provide four suites plus vacant attic rooms and cellar currently used for storage.

The whole is in good decorative order throughout and produces a total income of approximately £31,600 per annum (subject to final confirmation), making this a lucrative investment opportunity. A schedule of rents and leases can be found within the legal pack or for more details please call the offices of the auctioneer.

Location: Located within Dereham town centre, which is a thriving market town with many amenities and shopping facilities.

Directions: Head into the town centre along the high street, turning left into Church Street. The building will be found on the corner of Church Street and Quebec Street.

Viewing: Please call us for viewing arrangements.

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



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



.....
LOT 9
.....

16 & 18 Church Street, Dereham, Norfolk NR19 1DN
Guide Price £120,000 - £140,000*†



INVESTMENT OPPORTUNITY

General: Mixed residential and commercial lot producing just over £7,000 per annum including a regulated tenancy which forms part of a substantial Grade II Listed building. The ground floor lock-up shop is currently let, producing £3,500 per annum and is let for a period of 4 years from December 2017.

According to the Valuation Office website, the property is described as shop and premises with an area of 17.5sq.m. (188sq.ft.) and a rateable value of £3,050 with effect from 1st April 2017.

The house is let on a regulated tenancy basis and comprises a two bedroom cottage with accommodation arranged over two floors. Some improvement and updating is now required. The tenant has been in residence since 1954 and the tenancy is described on the Valuation Office website as regulated at £73 per week.

Location: Dereham is a thriving market town with many amenities and shopping facilities.

Directions: Proceed into Dereham town centre along the high street and at the junction turn left into Church Street. Continue past Quebec Street and the premises will be found after a short distance on the right hand side.

Viewing: Please call us for viewing arrangements.

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



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60 Low Road, Wortwell, Harleston, Norfolk IP20 0HJ
 Guide Price £200,000 - £225,000*†

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LOT 10



GROUND FLOOR
 APPROX. FLOOR
 AREA 808 SQ.FT.
 (87.0 SQ.M.)



1ST FLOOR
 APPROX. FLOOR
 AREA 308 SQ.FT.
 (28.6 SQ.M.)

TOTAL APPROX. FLOOR AREA 1244 SQ.FT. (115.6 SQ.M.)

(We) every attempt has been made to ensure the accuracy of the floor plan contained here. Measurements of rooms, windows, doors and any other items are approximate and no responsibility is taken for any error, omission or mis-statement. This plan is for guidance 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 Metplan 12/18

General: A 1970's 3 bedroom detached chalet style property standing in a garden which extends to approximately half an acre, subject to measured survey. The property has been periodically occupied, features a 25' kitchen/dining room, has sealed unit double glazing and is centrally heated. Improvement and updating is now required. Tremendous scope exists to extend the property and planning was granted back in April 2006 under reference no. 2006/0503/H but this consent has now lapsed. Similarly, the opportunity exists to redevelop the site with a modern dwelling (subject to planning) to take into account and take advantage of the generous plot situated in this excellent location.

Location: Wortwell is a South Norfolk village which lies close to the border with Suffolk and the River Waveney. The well served market town of Harleston is approximately 6 miles distant along the A143.

Directions: Head away from Bungay along the A143 towards Diss. Proceed for approximately 5 miles and turn left, signposted Wortwell. Turn immediately right and proceed into the village of Wortwell. Continue for approximately half a mile and turn left immediately before the Wortwell Bell public house onto Low Road. Where the road forks, bear right and no. 60 will be found after a short distance on the right hand side.

Energy Rating: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 2.30pm and 3.15pm, commencing on Thursday 15th February and ending on Thursday 15th March.

Solicitors: Metcalfe Copeman Pettefar (Attn Lorraine Campbell), Cage Lane, Thetford, IP24 2DT. Tel 01842 756100

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LOT 11
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Land off Drain Bank North, Cowbit, Spalding, Lincolnshire
Guide Price £20,000 - £30,000*†



General: Parcel of land measuring approximately 5.47 acres (2.21 hectares) STMS which has been in the same ownership for many years. It has been used in the past as an airstrip. Currently laid to grass, it is principally permanent pasture (4.2 acres) with an additional area suited to walking and rough grazing land lined with hawthorn hedges and mature trees (1.27 acres). The land is classified as Grade II and has some fencing, being enclosed by dykes and hedges and includes the container currently sited near the gate.

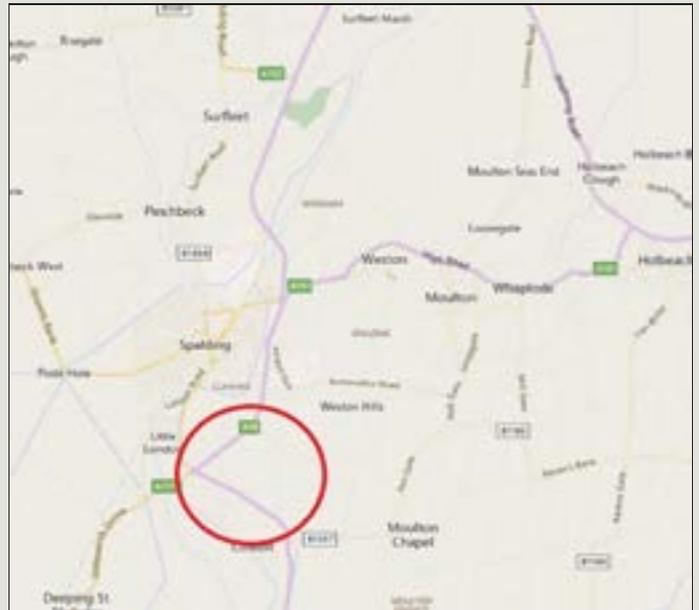
Wayleaves, Easements and Rights of Way: The land is sold subject to and with the benefit of all existing rights including rights of way whether public or private light support drainage water and electricity supplies and other rights easements quasi-easements and all wayleaves whether referred to or not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

We are informed the gas main runs beneath the former railway line which forms the easternmost extent of the property.

Outgoings: Drainage rates are paid to the South Holland Internal Drainage Board.

Location: The land is located north of the centre of Cowbit, approximately 5 miles south of Spalding and lies adjacent to the A16 Spalding to Peterborough Road. Please note there is no direct access off the A16 to the land.

Directions: From Spalding, head south out of the town towards Peterborough and at the A16 roundabout turn left, heading north towards Boston. Turn right onto Drain Bank North, proceed to the end and just before the A16 turn left onto the private access way and the land is located on the left.



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

Solicitors: Copleys Solicitors (Attn Mark Woolsey) 28 High Street, Huntingdon, Cambridgeshire, PE29 3TH. Tel. 01480 456191

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Browick Cottage, Browick Road, Wymondham, Norfolk NR18 9RA
Guide Price £150,000 - £175,000*†

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LOT 12
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General: A former railway crossing keeper's cottage having rendered external walls under a pitched slate roof with single storey extension to the side having felt roof. The residence has the benefit of oil fired central heating, although would now benefit from a scheme of further improvement and updating. There is scope to re-model/renovate the existing accommodation, subject to planning consent being forthcoming.

The site is undoubtedly a feature of the dwelling and extends to just over half an acre, subject to measured survey. Informal enquiries with the Planning Department of South Norfolk Council reveal that the site being sold is within the development limit, so there may be some development potential. Prospective purchasers must, however, make their own enquiries with South Norfolk Council to clarify this issue, prior to the auction. The cottage adjoins land which is allocated for employment use.

The site, which does require some attention includes numerous mature conifer hedges and a sectional concrete garage with asbestos roof.

Location: Browick Cottage is located on the outskirts of Wymondham, close to a residential development and the A11, just under a mile from the historic centre of Wymondham with all its local amenities including shops, schools, supermarkets, doctors' surgeries and transport facilities. The residence is just under 10 miles from the Cathedral City of Norwich.

Directions: From Norwich, proceed along Newmarket Road and continue under the southern bypass onto the A11. Proceed towards Wymondham, passing the main exit to Wymondham town centre and taking the next turning left towards Mulbarton. Turn right at the traffic island towards Wymondham, passing over the A11 and proceed over the next roundabout. The property will be found just before the level crossing on the right hand side.

Services: Mains water and electricity are connected. Private drainage system.

Tenure: Freehold.

Energy Rating: F

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 10.45am and 11.15am, commencing on Thursday 15th February and ending on Thursday 15th March.

Solicitors: Spire Solicitors (Attn Peter Cook), 5-7 Church Street, Wymondham, NR18 0PP Tel 01953 606351

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9 Vicar Street, Wymondham, Norfolk NR18 0PL
Guide Price £475,000 -£500,000*†



General: No. 9 Vicar Street is an attractive Grade II Listed end terraced house, reputed to date originally from around 1740 with later additions. It is situated in the Wymondham Conservation Area and has brick and part rendered external elevations under a pitched roof covered mainly in tiles.

This period residence has deceptively spacious accommodation which includes entrance hall, useful cellar, three reception rooms, kitchen, rear hall with WC off, conservatory, landing with three bedrooms and bathroom at first floor level, staircase leading to further landing, two attic bedrooms and further bathroom.

The house has part gas fired central heating via radiators but would now benefit from a comprehensive scheme of repair and improvement, including a couple of items referred to by a neighbour, namely, the overflowing water butt and attention to a small area of brickwork to the north-eastern wall to the property. There are a number of exposed beams and timbers together with shutters to the front reception rooms.

There is a pleasant enclosed rear garden which is somewhat neglected with a garage which again, requires some repair. This garage is accessed to the rear through the Abbey Hall car park (off Church Street).

Location: The property is located in this prime residential area of Wymondham close to the junction of Vicar Street and Church Street and surrounded by other period properties. It is within walking distance of Wymondham Abbey and also in close proximity of the market place. Wymondham offers a considerable number of varied shops, cafes and local businesses. There are banks and a doctors' surgery. Larger stores and supermarkets include Co-op, Waitrose and Morrisons. It is interesting to note

there is a monthly farmers' market and easy access to the train station which lies on the Norwich to Cambridge main line. There are a number of good schools for all ages in the area, including Wymondham College. The A11 is just minutes away by car and the University City of Norwich is approximately 10 miles north of Wymondham town centre.

Directions: From Norwich proceed towards the A11 London Road via Newmarket Road. On approaching Wymondham, turn left off the A11 and then turn right under the A11 to the next traffic island. Take the 2nd exit onto Harts Farm Road (old A11) and proceed towards London Road. At the next main junction turn right at the traffic lights into Avenue Road (signposted Town Centre) and then immediately left into Fairland Street towards the town centre. Continue into Market Street which leads into Middleton Street. On reaching Town Green, turn sharp left at the War Memorial into Vicar Street and the property will be found on the left hand side at the junction of Church Street.

Services: We understand that all mains services are connected.

Wayleaves, Easements and Rights of Way: The 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.

Tenure: We understand the property is freehold.

Council Tax: Band F.

Agent's Note: A section of brickwork to the rear garden wall (above the garden entrance gate) has been taken down due to health and safety risk. Under the Listed Building status of the property, this brickwork will require to be reinstated like for like, as per the associated photos available from the agents.

Viewing: There are various hazards at the property of which applicants should be aware. Please consult our viewing representative on arrival at the house for details.

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Our representative will be at the property on Tuesdays and Thursdays between 1.30pm and 2.15pm, commencing on Thursday 15th February and ending on Thursday 15th March.

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

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

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LOT 14
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Shop at 8 Hamilton Road, Cromer, Norfolk NR27 9HL
Guide Price £89,000 - £99,000*†



GROUND FLOOR LOCK-UP SHOP WITH GROUND RENTS

General: This ground floor lock-up shop was let, producing £7,500 per annum but is now sold vacant. According to the Valuation Office website the property is described as shop and premises with an area of 63.7sq.m. (685sq.ft.) with a rateable value of £7,300 per annum with effect from 1st April 2017.

The first and second floor flats have recently been separated on long leases with ground rents of £150 per annum each, payable to the shop owner/freeholder.

Location: The premises is prominently located in a parade of retail establishments close to the main shopping area of Cromer and just a short step up from the seafront and Cromer Pier.

Directions: Head into Cromer along Mount Street, continue onto Loudon Road and at the junction bear right onto Prince of Wales Road. Proceed for approximately 100 yards and turn first right into Hamilton Road and the property will be located almost mid-way down on the left hand side.

Energy Rating: C

Tenure: Freehold.



Viewing: Our representative will be at the property on Fridays only between 1.30pm and 2.30pm, commencing on Friday 16th February and ending on Friday 16th March.

Solicitors: Butcher Andrews (Attn Mr Chris Hoxley), 1 Old Post Office Street, Fakenham, NR21 9BL. Tel 01328 863131

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Flat 1, 8 Hamilton Road, Cromer, Norfolk NR27 9HL
Guide Price £85,000 - £95,000*†

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LOT 15
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INVESTMENT OPPORTUNITY

General: Spacious and well presented two bedroom first floor flat which is currently let on an Assured Shorthold tenancy at £535 per calendar month (£6,420 per annum). At the time of inspection the tenant, who has been in residence for approximately 5 years, expressed their wish to stay.

Location: Cromer is a thriving coastal town with many shopping facilities and amenities and a favourite with families. The town is well known for its pier and church, great sandy beaches and has plenty of attractions.

Directions: Head into Cromer along Mount Street, continue onto Loudon Road and at the junction bear right onto Prince of Wales Road. Proceed for approximately 100 yards and turn first right into Hamilton Road and the property will be located almost mid-way down on the left hand side.

Energy Rating: C.

Tenure: Leasehold. A new 125 year lease will be created with a ground rent payable of £150 per annum.

Viewing: Our representative will be at the property on Fridays only between 1.30pm and 2.30pm on commencing on 16th February and ending on 16th March.



TOTAL APPROX. FLOOR AREA 994 SQ.FT. (92.4 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 02018

Solicitors: Butcher Andrews (Attn Mr Chris Hoxley), 1 Old Post Office Street, Fakenham, NR21 9BL. Tel 01328 863131

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Contact your local Auction team on:

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



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LOT 16
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Flat 2, 8 Hamilton Road, Cromer, Norfolk NR27 9HL
Guide Price £85,000 - £95,000*†



INVESTMENT OPPORTUNITY

General: Spacious and very well presented two bedroom second floor flat which is currently let on an Assured Shorthold tenancy at £535 per calendar month (£6,420 per annum). At the time of inspection the tenant, who has been in residence for approximately 2 years, expressed their wish to stay.

Location: Cromer is a thriving coastal town with many shopping facilities and amenities and is a favourite with families. The town is well known for its pier, church and great sandy beaches and has plenty of attractions.

Directions: Head into Cromer along Mount Street, continue onto Loudon Road and at the junction bear right onto Prince of Wales Road. Proceed for approximately 100 yards and turn first right into Hamilton Road and the property will be located almost mid-way down on the left hand side.

Energy Rating: D.

Tenure: Leasehold. A new 125 year lease will be created with a ground rent payable of £125 per annum.

Viewing: Our representative will be at the property on Fridays only between 1.30pm and 2.30pm on 16th February and then 2nd, 9th and 16th March.



Solicitors: Butcher Andrews (Attn Mr Chris Hoxley), 1 Old Post Office Street, Fakenham, NR21 9BL. Tel 01328 863131

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**3 Stone Cottages Cromer Road, Hevingham, Norwich,
Norfolk NR10 5AD**
Guide Price **£125,000 - £135,000*†**

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LOT 17
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General: A mid-terraced property constructed of brick with a pitched main roof. Small front garden with pedestrian access and rear garden with shared back drive and two car parking spaces.

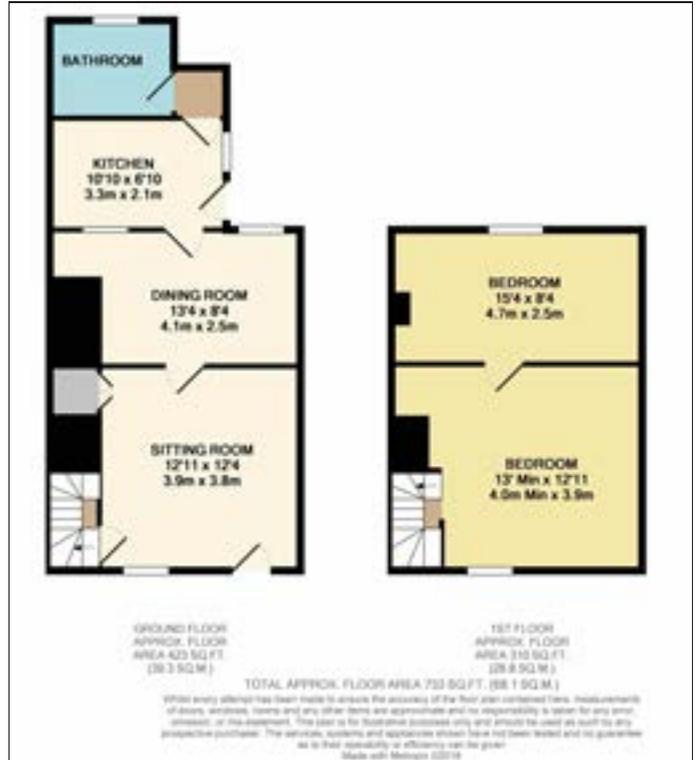
The accommodation is more than adequate for a property of this size and type, with sitting room, dining room, kitchen and bathroom, together with two bedrooms upstairs.

The property requires some updating, to include the installation of new kitchen and bathroom equipment and redecoration throughout. Any buyer will want to look at the services and install a satisfactory heating system.

Location: Situated about 3 miles from Aylsham and within striking distance of the North Norfolk coast and within easy reach of Norwich and the northern distributor route.

Directions: Proceed out of Norwich on the Cromer Road and continue for approximately 9 miles. The property will be seen on the left hand side of the main road, just past the crossroads and turning to Hevingham.

Energy Rating: G



Viewing: Our representative will be at the property on Wednesdays and Fridays between 1.45pm and 2.15pm, commencing on Friday 16th February and ending on Friday 16th March.

Solicitors: Birketts LLP (Attn Jack Royall), Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB. Tel: 01603 232300

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White House Farm, White House Lane, Besthorpe, Attleborough,
Norfolk NR17 2PB
Guide Price £200,000 - £250,000*†



General: White House Farm comprises a detached period property constructed of brick with a pitched main roof situated in a rural position on the edge of Attleborough in south-west Norfolk.

The property is approached via a shared drive and includes the farmhouse together with a number of single storey brick and tile outbuildings with potential together with garden which includes mature pear, walnut and apple tree.

The house offers well arranged accommodation on two floors with suitable reception rooms and four bedrooms. It requires renovation throughout but would make a super family home.

Outside, the grounds are more than adequate for a property of this size and type, extending to approximately 0.79 acre (STMS). The adjoining buildings have in the past been used for livery purposes but are in poor order and could easily be incorporated into White House Farm in some way or converted for residential or ancillary accommodation purposes, subject to the necessary planning consent being forthcoming.

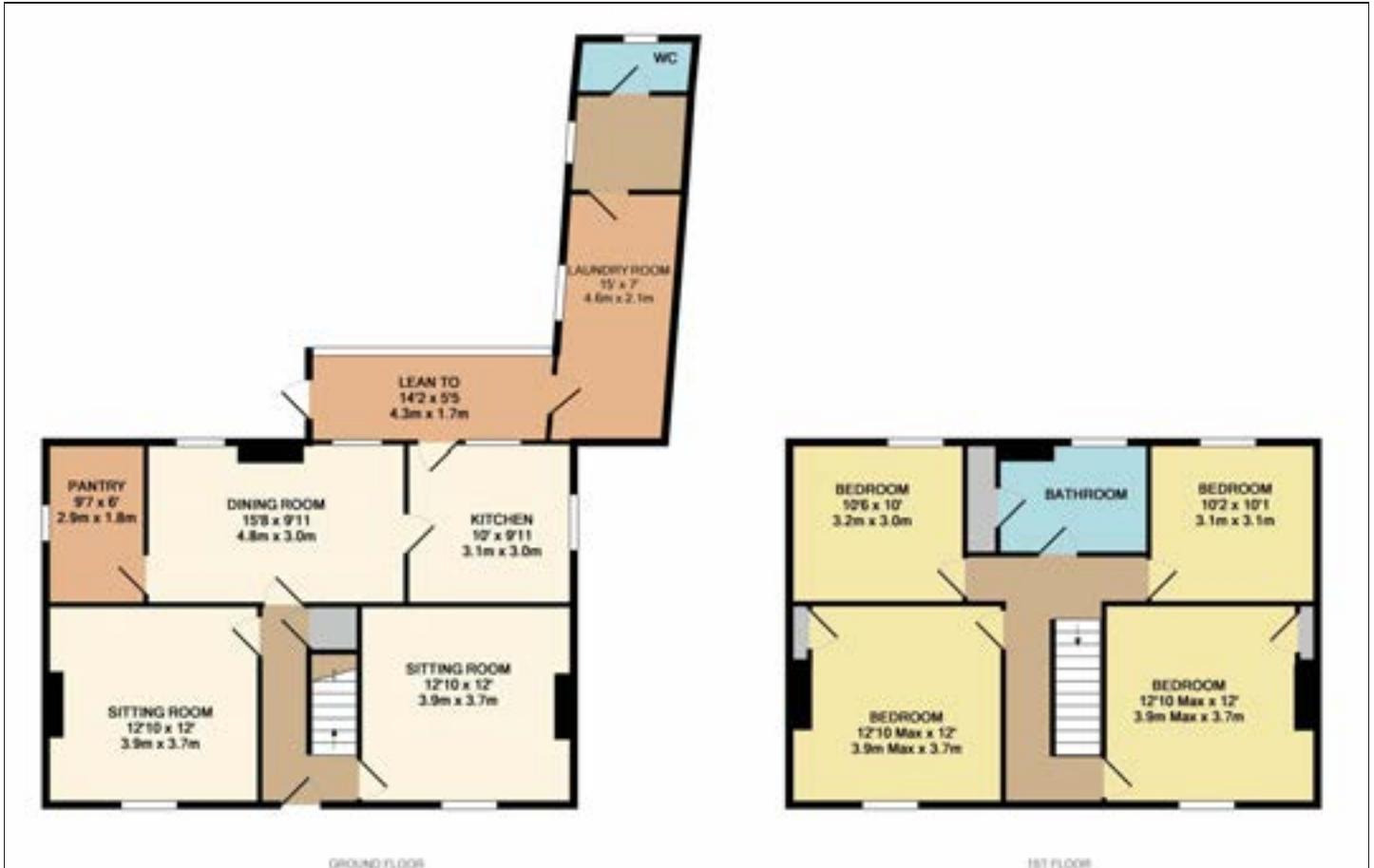
This is an excellent opportunity to acquire a property in need of renovation offering some privacy in a rural position.

Location: As stated, the property is located on the edge of Besthorpe in a rural position within easy reach of Attleborough with all its local shopping and transport facilities. The main A11 trunk road is within half a mile, linking the property with Thetford and Norwich. White House Farm backs onto the Norwich to Thetford railway line.

Directions: Proceed out of Norwich on the A11 trunk road and continue towards Attleborough. Take the slip road signposted Diss and Attleborough B1077 and continue left onto Norwich Road. Take the first left turn into Mill Lane and continue to the junction. Turn right onto Besthorpe Road and at the mini-roundabout take the left turn into Bunwell Road. Go over the railway line, take the next right into White House Lane and the property will be seen on the right hand side of the road.

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†An administration charge of £450 plus VAT (£540) 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.



Services: The vendors will require any buyer to regularise the water and electricity supplies as between White House Farm and the livery stables with suitable sub-meters installed by agreement following completion, as set out in the legal documentation.

Energy Rating: F.

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 9.30am and 10.15am, commencing on Thursday 15th February and ending on Thursday 15th March.

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

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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.



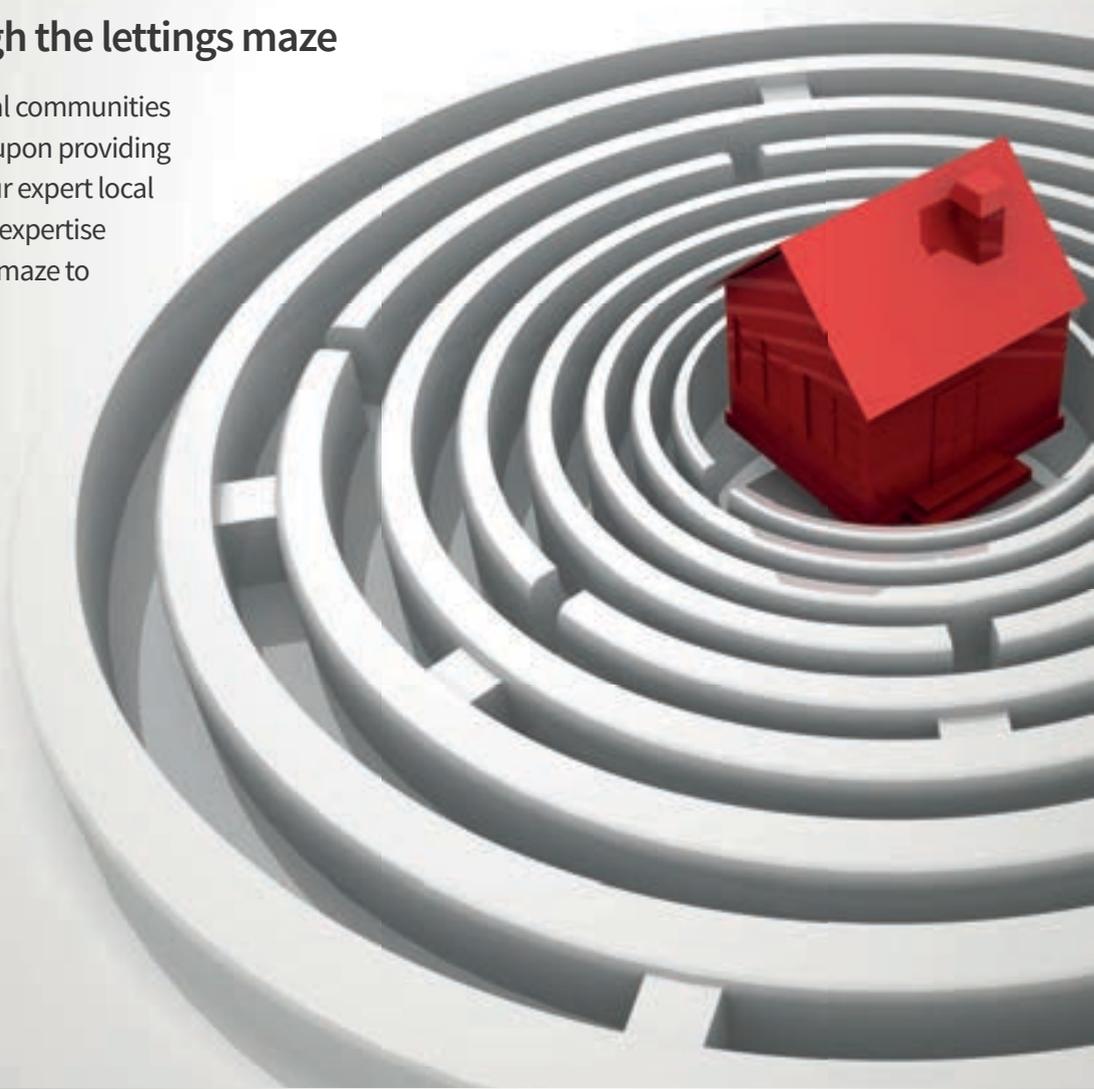
For proactive advice contact:
Lesley Levy Dip Surv AIRPM
Associate Partner, Residential
T: 01603 629871
E: lesley.levy@brown-co.com

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 dark green background. The ampersand is stylized and larger than the other characters.

BROWN & CO

Residential | Commercial | Agricultural | International





26 Rosemary Road, Sprowston, Norwich, Norfolk NR7 8ER
 Guide Price £375,000 - £425,000*†

.....
LOT 19



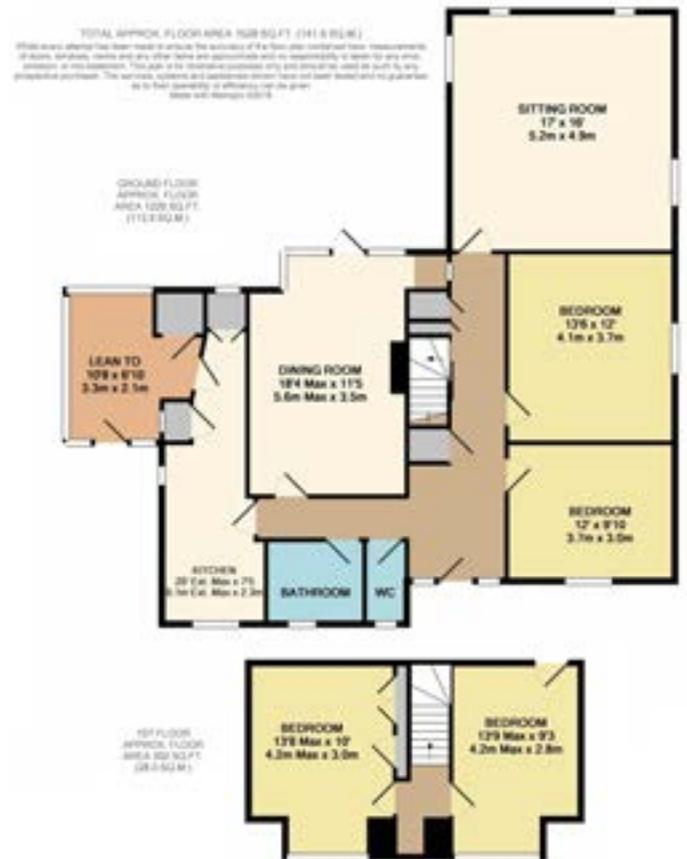
General: The property comprises a detached chalet with accommodation on two floors including entrance hall, sitting room, dining room, kitchen, two bedrooms, bathroom and cloakroom on the ground floor, together with small landing area and two further bedrooms on the first floor.

Outside, the grounds are a major feature of the property and include a detached garage and extend to about 0.7 of an acre, or thereabouts (STMS).

The property is in poor order and we suspect it was originally a bungalow and that part of the roof space was converted to provide two additional bedrooms. The whole represents an excellent opportunity but any buyer would need to carry out a programme of complete renovation to bring the property up to modern day standards. Alternatively, interested parties may look at the site as an opportunity to demolish and rebuild, subject to the necessary planning consent being forthcoming.

Location: The property is located in the established residential area of Sprowston which lies outside the city ring road on the north-eastern side of Norwich. Rosemary Road lies off the main Norwich to Wroxham Road, with excellent local shopping and transport facilities within easy reach. Access to the centre of the city is good and the property is close to the outer ring road, with easy access to Norfolk Broadland as well.

Directions: Proceed out of Norwich on Sprowston Road and turn right into Rosemary Road. The property will be seen at the far end on the right hand side.



Energy Rating: F

Viewing: Our representative will be at the property on Wednesdays and Fridays between 12.30pm and 1.15pm, commencing on Friday 16th February and ending on Friday 16th March.

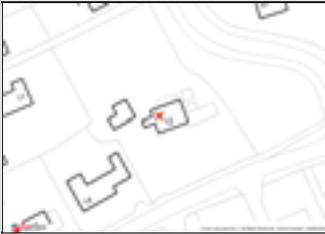
Solicitors: Hansells (Attn Kayleigh Eke), 13 The Close, Norwich, NR1 4DS. Tel: 01603 615731

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Shrublands, 12 High Green, Brooke, Norwich, Norfolk NR15 1HR
Guide Price £600,000 - £650,000*†



General: A detached house in a premier South Norfolk village set in grounds of about 0.6 acre (subject to survey). The property is believed to date back to 1660 or thereabouts with a more recent Georgian section being built at the front in the early 19th Century. The accommodation is arranged on two floors with four bedrooms and a particular feature is the vinery at the side of the house which could easily be incorporated into the property, subject to a careful scheme of improvement and renovation. There is a garage/annexe at the side of the property and the grounds are more than adequate for a property of this size and type.

The garden area is divided into two portions with the front garden and larger rear garden and there is a great deal of privacy with a number of specimen trees as well.

The garage area has space for at least one vehicle with loft over and the annexe has existing accommodation arranged on a single floor, including entrance hall, kitchenette, back hall, bathroom and bedroom.

Properties of this size and type come up rarely in Brooke and this is an excellent opportunity to acquire a period property in need of re-arrangement and improvement but located in a first class area.

Location: Brooke is situated about 7 miles south of the city of Norwich in the county of Norfolk and conveniently situated for access to the city. There are a wide range of amenities in the

area, including local shops, post office and garage in the village along with pubs. Access to Poringland is good, where there are further facilities.

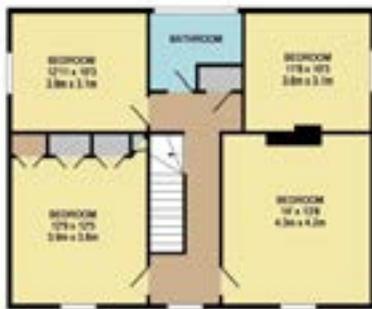
Directions: Proceed out of Norwich on the B1332 Bungay Road and continue through Poringland. On entering Brooke, turn right at the crossroads and continue along the road, past the village school. The property will be seen on the right hand side of the road immediately after the farm shop on the left.

Energy Rating: F.

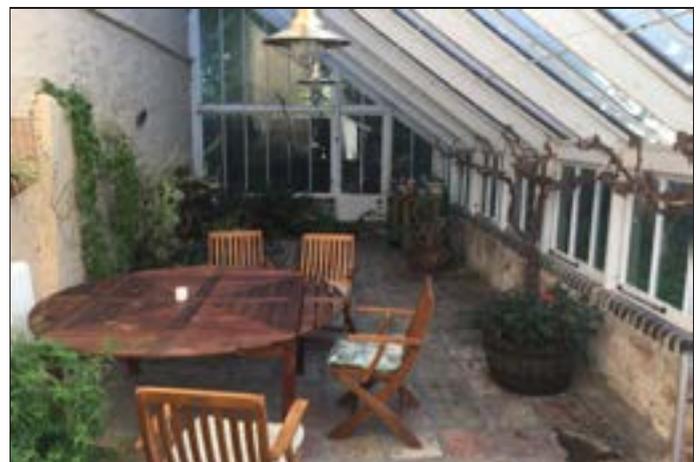
Viewing: Our representative will be at the property on Wednesdays and Fridays between 12.00 noon and 1.00pm, commencing on Friday 16th February and ending on Friday 16th March.

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

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GARAGE/ANNEXE



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76 Bracondale, Norwich, Norfolk NR1 2BE
Guide Price £450,000 - £495,000*†



General: No. 76 Bracondale comprises a delightful semi-detached family home lying within the Bracondale Conservation Area. No. 76 is itself a locally listed building.

The house is constructed of brick with pitched main roof and offers accommodation on three floors with two reception rooms, kitchen, ancillary rooms and cloakroom on the ground floor; sitting room, 2 bedrooms and bathroom on the first floor and 2 bedrooms plus attic room on the second floor. There is also a useful cellar.

Outside the grounds are a major feature of the property which is approached from the road via a gate to an access leading past the side of the property to the rear garden which opens up to the rear of the houses in Bracondale, being mainly laid to lawn with flower borders and partially enclosed by walling. Included with the property is a small garage together with single storey store/workshop which could be suitable for conversion to an annexe, games room or home office, subject to the necessary planning consent being forthcoming.

The whole will be of great interest to a wide variety of buyers looking to live in this prestigious area of Norwich on the south-eastern fringe of the city. Any buyer will want to carry out a sympathetic programme of restoration following purchase.

Location: Bracondale is located within walking distance of the centre of Norwich, with local shopping and transport facilities,



including Norwich railway station close by and easy access to the village of Trowse with access to Whitlingham Broad and Whitlingham Park. The outer ring road is within easy reach and the Norwich southern bypass is easily accessible.

Directions: From the centre of Norwich proceed along Ber Street which merges with Bracondale. Continue down the hill to the traffic lights adjoining King Street. Go over the traffic lights and the property will be seen on the right hand side of the road before the main roundabout, close to County Hall.

Energy Rating: F

Viewing: Strictly by appointment with the auctioneers.

Solicitor: Leathes Prior (Attn David Clarke), 74 The Close, Norwich, NR1 4DR. Tel. 01603 610911

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43/43A Newmarket Road, Norwich, Norfolk NR2 2HN
Guide Price £495,000 - £525,000*†



General: A detached Victorian House constructed of brick with a pitched main roof and well set back from the road with well arranged accommodation on two floors, currently arranged as two flats with a dance school/hall at the rear. The back addition to this property was constructed about 50 - 60 years ago to provide two dance studios with ancillary facilities.

The property is offered for sale as a whole and will be of great interest to those buyers looking to acquire a family home or for other purposes and any division of the property would require the necessary planning consent.

The ground floor flat provides accommodation arranged around an entrance hall with sitting/dining room, inner hall, bathroom, cellar, bedroom, kitchen and breakfast room.

The first floor flat is approached via a landing area and includes living room, study, bedroom, bathroom and kitchen.

Both flats are accessed via a communal entrance hall and require complete renovation and improvement.

The dance school, which is approached from the front of the property via a separate access, has accommodation which extends to over 3,000sq.ft (STMS) and includes side entrance hall, cloakroom, inner hall, students' cloakroom and dance studio, kitchen, pantry and conservatory on the ground floor, together with further rooms on the first floor approached from the inner hall.

In addition, there is a stage with ancillary rooms at the rear having access to a rear garden.

The upper dance studio provides wardrobe/prop room, students' cloakroom, changing area, music room and two studios.

The property is approached from the road and there is hard standing at the front together with a small rear garden. Parking arrangements for the flats and dance school are detailed within the legal documentation.

The dance school is currently let to the Guildhall School of Dancing Limited on a lease that expires on 31st July 2020 at a rent of £700 per annum, contracted out of the security of tenure provisions of the Landlord & Tenant Act 1954. Further details are available with the auctioneers.

Location: The property is situated on Newmarket Road in a Conservation Area, one of the prestigious areas of the city, within walking distance of the centre of Norwich and between the city and the outer ring road. There are local shopping and transport facilities within walking distance in Unthank Road and public and private schools and all other amenities including public transport services are within easy reach.

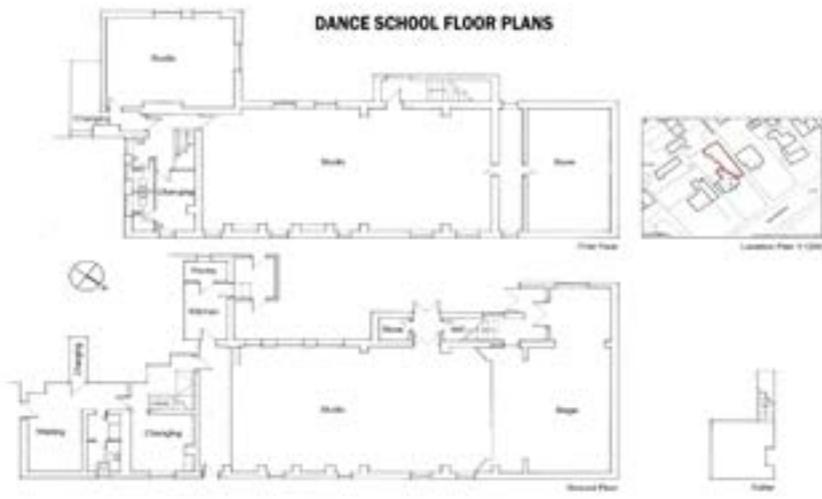
Directions: Proceed out of Norwich on Newmarket Road and the property will be seen on the right hand side of the road, immediately after the Eagle public house.

Energy Rating: D

Viewing: Our representative will be at the property on Tuesdays and Thursdays between 12.00 and 1.00pm, commencing on Thursday 15th February and ending on Thursday 15th March.

Solicitors: Spire Solicitors LLP (Attn Kevin Oelrichs), Holland Court, The Close, Norwich, NR1 4DY. Tel 01603 677077

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



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



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 scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day's auction. It is the bidder's responsibility to obtain 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. 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 £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.

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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 disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common *Auction conditions*). They can be varied only if we agree.

2 Our role

- 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.

2.5 Our decision on the conduct of the *auction* is final.

2.6 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*.

2.7 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 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 £1,000 (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;

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- (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 14.1 applies at completion.
- 15.5 The *buyer* confirms that after completion the *buyer* intends to:
- retain and manage the *lot* for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after completion, it is found that the sale of the *lot* is not a transfer of a going concern then:
- the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a VAT invoice in respect of the sale of the *lot*;
 - the *buyer* must within five business days of receipt of the VAT invoice pay to the *seller* the VAT due; and
 - if VAT is payable because the *buyer* has not complied with this condition 15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.
- 16. Capital allowances**
- 16.1 This condition 16 applies where the *special conditions* state that there are capital allowances available in respect of the *lot*.
- 16.2 The *seller* is promptly to supply to the *buyer* all information reasonably required by the *buyer* in connection with the *buyer's* claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The *seller* and *buyer* agree:
- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; and
 - to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- 17. Maintenance agreements**
- 17.1 The *seller* agrees to use reasonable endeavours to transfer to the *buyer*, at the *buyer's* cost, the benefit of the maintenance agreements specified in the *special conditions*.
- 17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the actual completion date.
- 18. Landlord and Tenant Act 1987**
- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- 18.2 The *seller* warrants that the *seller* has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- 19. Sale by practitioner**
- 19.1 This condition 19 applies where the sale is by a practitioner either as *seller* or as agent of the *seller*.
- 19.2 The practitioner has been duly appointed and is empowered to sell the *lot*.
- 19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the *seller's* obligations. The transfer is to include a declaration excluding that personal liability.
- 19.4 The *lot* is sold:
- in its condition at completion;
 - for such title as the *seller* may have; and
- with no title guarantee; and the *buyer* has no right to terminate the contract or any other remedy if information provided about the *lot* is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - the *seller* may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The *buyer* understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 If the *special conditions* state "There are no employees to which TUPE applies", this is a warranty by the *seller* to this effect.
- 20.2 If the *special conditions* do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- The *seller* must notify the *buyer* of those employees whose contracts of employment will transfer to the *buyer* on completion (the "Transferring Employees"). This notification must be given to the *buyer* not less than 14 days before completion.
 - The *buyer* confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - The *buyer* and the *seller* acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the *seller* will transfer to the *buyer* on completion.
 - The *buyer* is to keep the *seller* indemnified against all liability for the Transferring Employees after completion.
- 21. Environmental**
- 21.1 This condition 21 only applies where the *special conditions* so provide.
- 21.2 The *seller* has made available such reports as the *seller* has as to the environmental condition of the *lot* and has given the *buyer* the opportunity to carry out investigations (whether or not the *buyer* has read those reports or carried out any investigation) and the *buyer* admits that the price takes into account the environmental condition of the *lot*.
- 21.3 The *buyer* agrees to indemnify the *seller* in respect of all liability for or resulting from the environmental condition of the *lot*.
- 22. Service Charge**
- 22.1 This condition 22 applies where the *lot* is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the *seller* must provide to the *buyer* a detailed service charge account for the service charge year current on completion showing:
- service charge expenditure attributable to each tenancy;
 - payments on account of service charge received from each tenant;
 - any amounts due from a tenant that have not been received;
 - any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- 22.4 In respect of each tenancy, if the service charge account shows that:
- payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the *seller* must pay to the *buyer* an amount equal to the excess when it provides the service charge account;
 - attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the *buyer* must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the *seller* within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the *seller* must pay the expenditure incurred in respect of the period before actual completion date and the *buyer* must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the *seller* providing the service charge account to the *buyer*.
- 22.6 If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- the *seller* must pay it (including any interest earned on it) to the *buyer* on completion; and
 - the *buyer* must covenant with the *seller* to hold it in accordance with the terms of the tenancies and to indemnify the *seller* if it does not do so.
- 23. Rent reviews**
- 23.1 This condition 23 applies where the *lot* is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The *seller* may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the *buyer*, such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the *buyer* must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the *seller*, such consent not to be unreasonably withheld or delayed.
- 23.4 The *seller* must promptly:
- give to the *buyer* full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - use all reasonable endeavours to substitute the *buyer* for the *seller* in any rent review proceedings.
- 23.5 The *seller* and the *buyer* are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the *buyer* must account to the *seller* for any increased rent and interest recovered from the tenant that relates to the *seller's* period of ownership within five business days of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- 23.8 The *seller* and the *buyer* are to bear their own costs in relation to rent review negotiations and proceedings.
- 24. Tenancy renewals**
- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the *seller* to liability or penalty, the *seller* must not without the written consent of the *buyer* (which the *buyer* must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the *seller* receives a notice the *seller* must send a copy to the *buyer* within five business days and act as the *buyer* reasonably directs in relation to it.
- 24.4 Following completion the *buyer* must:
- with the co-operation of the *seller* take immediate steps to substitute itself as a party to any proceedings;
 - use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the *seller* for the part of that increase that relates to the *seller's* period of ownership of the *lot* within five business days of receipt of cleared funds.
- 24.5 The *seller* and the *buyer* are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- 25. Warranties**
- 25.1 Available warranties are listed in the *special conditions*.
- 25.2 Where a warranty is assignable the *seller* must:
- on completion assign it to the *buyer* and give notice of assignment to the person who gave the warranty; and
 - apply for (and the *seller* and the *buyer* must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- 25.3 If a warranty is not assignable the *seller* must after completion:
- hold the warranty on trust for the *buyer*; and
 - at the *buyer's* cost comply with such of the lawful instructions of the *buyer* in relation to the warranty as do not place the *seller* in breach of its terms or expose the *seller* to any liability or penalty.
- 26. No assignment**
- The *buyer* must not assign, mortgage or otherwise transfer or part with the whole or any part of the *buyer's* interest under this contract.
27. Registration at the Land Registry
- 27.1 This condition 27.1 applies where the *lot* is leasehold and its sale either triggers first registration or is a registrable disposition. The *buyer* must at its own expense and as soon as practicable:
- procure that it becomes registered at Land Registry as proprietor of the *lot*;
 - procure that all rights granted and reserved by the lease under which the *lot* is held are properly noted against the affected titles; and
 - provide the *seller* with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the *lot* comprises part of a registered title. The *buyer* must at its own expense and as soon as practicable:
- apply for registration of the transfer;
 - provide the *seller* with an official copy and title plan for the *buyer's* new title; and
 - join in any representations the *seller* may properly make to Land Registry relating to the application.
- 28. Notices and other communications**
- 28.1 All communications, including notices, must be in writing. Communication to or by the *seller* or the *buyer* may be given to or by their conveyancers.
- 28.2 A communication may be relied on if:
- delivered by hand; or
 - made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- 28.3 A communication is to be treated as received:
- when delivered, if delivered by hand; or
 - when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- 28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- 29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

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