

**AUCTION  
HOUSE**  
COVENTRY &  
WARWICKSHIRE

# Loveitts <sup>est. 1843</sup>

## PROPERTY AUCTIONS

**Thursday 24th September 2020 - 6.30pm**

(PRIOR REGISTRATION REQUIRED)

**LIVESTREAM ONLINE AUCTION**

(SUBJECT TO PRIOR SALE AND CONDITIONS)

[loveitts.co.uk](https://www.loveitts.co.uk)

# Notice to Prospective Buyers



**The Catalogue:** Details of the properties and land to be sold are set out in the catalogue and on the website [loveitts.co.uk](http://loveitts.co.uk). It is important that prospective purchasers satisfy themselves as to the location, boundaries, conditions and state of the lots before the auction.



**Plans, Maps and Photographs:** The plans, floorplans, maps, photographs and video tours published on the website and in the catalogue, are to aid identification of the property only. The plans are not to scale.



**\*Guide Prices & Reserve Price:** Guide Prices quoted online and in the catalogue, are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction.

Each property will be offered subject to a Reserve Price which will be within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the seller and the Auctioneer prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. Unless otherwise stated, all property is sold subject to a reserve whether declared or not.



**Viewing:** Due to the nature and condition of some auction properties, the auctioneers highlight the potential risk that viewing such property carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lots offered. Viewings are conducted entirely at the potential buyers own risk, these properties are not owned or controlled by the Auctioneers and the auctioneers will not be held liable for loss or injury caused while viewing or accessing the lot.



**Pre Auction Sales:** Offers made on lots included in this auction may be accepted by the seller prior to the auction. If prospective buyers are intending to bid at the auction for a specific lot, the auctioneers recommend that potential buyers keep in contact with the Auctioneer's office.



**Attending the Auction:** It is always wise to allow sufficient time to get to the auction. The auctioneer will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.



**Addendum:** The addendum is an important document and provides details of the amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure they inspect this document as its content will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.



**Bidding:** Each property will be offered individually by the Auctioneer. Ensure that bids are clear and noticed by the Auctioneer. Bids may be refused at the Auctioneer's discretion and the auctioneers reserve the right to bid on behalf of the seller up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the lot in accordance with the General and Special Conditions of Sale, together with the addendum. At the contracts desk the successful bidder will be required to supply without delay their name and address, solicitor's details, identification and deposit. They will then be required to sign the auction memorandum.



**Bidding by Proxy or Telephone:** If prospective buyers are unable to attend the auction they are invited to contact the auctioneers to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions can be requested from the auctioneers or found in the catalogue. If bidding by telephone, the auctioneers accept no liability for poor signal or being unable to reach prospective buyers at the time required.



**The Contract:** The Memorandum of Sale will be signed in duplicate. One copy will be given to the prospective buyer, which must be given to their solicitor. The second copy will be retained by the seller's solicitor. Completion of the sale and payment of the purchase money is typically 28 days after the exchange of contracts unless the conditions of sale provide otherwise.



**Proof of Identification:** In order to comply with Anti-Money Laundering regulations, the auctioneers ask all prospective buyers to provide Proof of Identity and Residence. They will need to bring their passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If they are purchasing on behalf of a company they will need a letter of authority on company letterhead. The auctioneers will carry out Electronic AML checks on successful buyers and remote bidders.



**Deposit:** When the Memorandum of Sale is signed, the buyer will be asked to pay a deposit amount of 10% of the purchase price (plus VAT where applicable) for each lot subject to a minimum amount of £2,000 unless otherwise stated by the auctioneer. Payment can be made by bankers draft or debit card. Please note cash deposits or credit cards are not accepted under any circumstances.



**Administration Fee:** Purchasers will be required to pay an administration charge on each lot purchased, details to be found on each lot entry page. It is strongly recommended all purchasers check the Special Conditions of Sale as other fees may also apply to individual properties.



**Buyer's Premium:** Purchasers of some lots will be required to pay a Buyer's Premium to the auctioneer in addition to the deposit and administration charge – see individual property details.



**Disbursements:** Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's legal pack.



**The Legal Aspect:** Buying at auction is a contractual commitment and prospective buyers bid on the basis that they have checked the RICS General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. The legal packs can be found online via the Loveitts website [loveitts.co.uk](http://loveitts.co.uk). Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The auctioneers strongly suggest that buyers take legal and professional advice prior to making an offer prior to auction, bidding at the auction, or post auction. The auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this cannot be guaranteed. The auctioneers will attempt to answer any queries prior to auction and in the auction room. The auctioneer will not be able to answer any questions whilst the auction is proceeding.



**Insurance:** As soon as the Auctioneers gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property. The purchaser is immediately at risk in relation to the property and should therefore have confirmed bank or building society finance arranged (if required) and will also be deemed to have made prior arrangements for any insurance cover that is required. Completion will occur 28 days after exchange, unless otherwise specified.



**General Data Protection Regulations (GDPR):** This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website [loveitts.co.uk](http://loveitts.co.uk).



**Post-auction Sale:** If a potential purchaser is interested in a property that is not sold during the auction, they need to speak to the auction team and make an offer. The offer will be put forward to the seller and if accepted, the prospective buyer will be able to proceed with the purchase under auction conditions.



**Disclaimer:** Particulars on the website and within the catalogue are believed to be correct but their accuracy is not guaranteed. The auctioneers will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The auctioneers nor their clients can be held responsible for any losses, damages, or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction. All measurements, areas and distances are approximate only. Potential buyers are advised to check them. No representation or warranty is made in respect to the structure of any properties nor in relation to their state of repair. Prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.

# Important Information - Register to Bid Identification and Payment

To register to bid you must complete a register to bid form and provide **2 forms of identification**. If you are the successful bidder you will pay a 10% deposit (minimum £2,000), plus administration fee and buyers premium (where applicable). Contracts are signed after the auction and a legal binding contract is formed when the hammer falls.

## IDENTIFICATION

Proof of identity - one of the following

- Current signed passport
- Current full UK EU photo card driving licence, NOT a provisional driving licence

## Plus

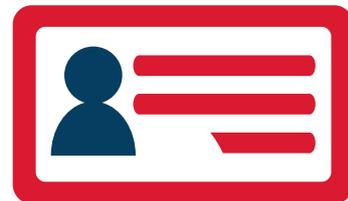
Proof of Address - one of the following

- Utility bill issued within the last three months (gas, electricity, council tax, telephone, water rates but NOT mobile phone)
- Bank or Building Society statement

**Please note that only the above documents will be accepted.**

## PAYMENT

Payment of deposit and fees can be made using a debit card or bank transfer.



# Legal Documents

All legal documents are available via our website. All bidders are strongly recommended to inspect the Legal Pack and can register their details on the site. The Legal Packs are available via a service provided by The Essential Information Group Ltd, which will not only allow the download of the Legal Pack but will also keep you updated with any changes to the Pack. Please note however that it is the responsibility of all bidders to recheck the Legal Packs for any changes prior to bidding, and the Auctioneer can accept no responsibility for any bidders not adhering to this advice.



*Service provided by*

**essential**  
information group



# IMPORTANT NOTICE

Due to Covid-19 the **auction will be a livestream online auction.**

Internet, Telephone and Proxy bidding only - you must **register to bid** by using the form on our website or in the catalogue.  
Contact us if any assistance is required.

Please see our website **loveitts.co.uk** for updates.

Thank you for your understanding and co-operation. We wish all our clients, their families and friends, the best of health during these difficult times.

**The Loveitts Auction House Team**



**Sally Smith**

Director and Auctioneer



**Kendall Head**

Director and Auctioneer



**Sara Herbert**

Auction Manager



**Lisa Sanderson**

Auction Administrator



**John Pugh**

Managing Director



**Paul Barnes**

Lettings Director



**Chris Edsall**

Commercial Management  
Director



**Jason Peters**

Residential Sales Manager  
Nuneaton



**Michael Fulford**

Residential Sales Manager  
Coventry



**Laura Wilson**

Area New Homes  
Manager

For further information on any of the Lots offered please do not hesitate to contact us on 024 7652 7789 or email us at [auctions@loveitts.co.uk](mailto:auctions@loveitts.co.uk).  
Please visit our website at [loveitts.co.uk](http://loveitts.co.uk) for more information.

# Order of Sale

Lot No.	Address	*Guide Prices	Description
1	65 Elm Tree Avenue, Tile Hill, Coventry CV4 9EU	SOLD PRIOR	Residential
2	Freehold interest and Flat 4, Charnwood Court, London Road, Coalville LE67 3JH	£50,000 - £60,000	Residential & Ground Rents
3	Stormways, Common Lane, Corley, Coventry CV7 8AQ	£575,000 - £625,000	Residential
4	Land, Fosse Way, Monks Kirby, Rugby CV23 0RL	£15,000 - £25,000	Land
5	98 Tachbrook Street, Leamington Spa CV31 2BH	£180,000 - £200,000	Residential Investment
6	48 Mellowship Road, Eastern Green, Coventry CV5 7BY	£90,000 - £110,000	Residential
7	Garage 306, Sedgemoor Road, Stonehouse Estate, Coventry. CV3 4EA	£2,000 - £4,000	Garage
8	9 Charles Lakin Close, Shilton, Coventry CV7 9LB	£120,000 - £140,000	Residential
9	2 Marion Road, Foleshill, Coventry CV6 5PR	£55,000 - £65,000	Residential
10	Garages, Warner Row, Foleshill, Coventry CV6 5HJ	£20,000 - £40,000	Garages
11	376 Allesley Old Road, Allesley, Coventry, CV5 8GG	£190,000 - £210,000	Residential
12	21 Martinique Square, Bowling Green Street, Warwick CV34 4DG	£185,000 - £195,000	Residential
13	234 Robin Hood Road, Willenhall, Coventry CV3 3AR	£80,000 - £100,000	Residential
14	97 Nicholls Street, Hillfields, Coventry CV2 4GR	£75,000 - £95,000	Residential Investment
15	3A Broad Street, Foleshill, Coventry CV6 5AX	£90,000 - £105,000	Residential
16	62 Middleborough Road, Coundon, Coventry CV1 4DE	£220,000 - £240,000	Residential
17	3 Top Road, Barnacle, Coventry CV7 9LE	£125,000 - £145,000	Residential
18	48 Tudor Road, Camphill, Nuneaton CV10 9EH	£40,000 - £50,000	Residential Investment
19	Chattaway Place, 215 Station Road, Balsall Common CV7 7FE	£160,000 - £170,000	Residential
20	13 Vecqueray Street, Stoke, Coventry CV1 2HP	£145,000 - £165,000	Residential Investment
21	86 Duncroft Avenue, Coundon, Coventry CV6 2BW	£135,000 - £155,000	Residential
22	48 Humber Road, Coventry CV3 1BA	£105,000 - £125,000	Residential Investment
23	50 Humber Road, Coventry CV3 1BA	£105,000 - £125,000	Residential Investment
24	50 Northey Road, Great Heath, Coventry CV6 5NE	£95,000 - £115,000	Residential Investment
25	114 Aldermans Green Road, Aldermans Green, Coventry CV2 1PP	£110,000 - £130,000	Residential Investment
26	89 St. Margaret Road, Stoke, Coventry CV1 2BT	£135,000 - £155,000	Residential Investment

\* Please refer to Auction Information found at the front of this catalogue relating to Guide Prices and Reserve Prices

Conditions of Sale - All lots are sold subject to the RICS Common Auction Conditions, unless otherwise specified within the Legal Pack. All Legal documents can be found on the Loveitts website, and will be available to view and download within the 2 weeks prior to Auction.

LOT  
1

65 Elm Tree Avenue, Tile Hill, Coventry CV4 9EU

\*Guide Price: £100,000 - £120,000



#### DESCRIPTION

3 bedroom double bayed semi detached property with driveway and garage, gas central heating and double glazing. The property is located with a popular residential area and requires improvement.

#### ACCOMMODATION

##### GROUND FLOOR

Porch:

Hallway:

Lounge: 13 ft 7 in max x 12 ft 3 in max

Dining room: 12 ft 2 in max x 11 ft max

Kitchen: 11 ft 6 in x 6 ft 3 in max

Lean to:/ conservatory: 11 ft 8 in x 7 ft 9 in

##### FIRST FLOOR

Bedroom 1: 11 ft 4 in max x 10 ft 11 in

Bedroom 2: 11 ft 4 in x 10 ft 11 in

Bedroom 3: 7 ft 9 in x 6 ft 11 in

Shower room:

#### OUTSIDE

Front: Driveway leading to garage.

Rear: Garden and sheds

#### EPC RATING - D

#### TENURE

Freehold with vacant possession

#### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs

#### NOTE

The property has potential structural issues. Buyers are advised to make their own investigations.



**LOT  
2**

**Freehold interest and Flat 4, Charnwood Court, London Road, Coalville LE67 3JH**

**\*Guide Price: £50,000 - £60,000**



#### DESCRIPTION

Unique opportunity, Freehold Ground Rent investment, comprising a block of 6 leasehold flats plus the freehold of flat 4 which is a tenanted 2 bedroom flat with current rent payable of £5,400 p. a. 3 garages are also included within the sale.

#### TENURE

Freehold subject to 5 long leaseholds and 1 tenancy.

FLAT	LEASE TERM	RENT
1	180 years from 19/12/1983	peppercorn
2	90 years from 19/12/1983	£25 p.a.
3	189 years from 29/9/1975	£25 p.a.
4	Assured Shorthold Tenancy	£5,400 p.a.
5	99 years from 29/09/1975	£25 p.a.
6	99 years from 29/03/1993	£200 p.a.

#### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)  
Please see the legal pack for any further costs

#### NOTE

The Auctioneers have not inspected the property.

# Next Auction Date



We are now taking  
entries for our  
next auction

**Thursday  
19th November  
2020**

Call us now for  
more information  
**024 7652 7789**

**LOT  
3**

**Stormways, Common Lane, Corley, Coventry CV7 8AQ**

**\*Guide Price: £575,000 - £625,000**



#### **DESCRIPTION**

Unique opportunity, unique location.  
Detached property with planning permission to part demolish, renovate and extend to a 5 bedroom home plus detached triple garage and home gym. Set in approximately 0.75 acres with additional paddock to the side, approximately 2.25 acres. Fabulous open views to the rear.

#### **LOCATION**

The property is set back from Common Lane and accessed via a driveway leading to the parking area. Accessed via Common Lane on the left hand side if coming from Tamworth Road.

#### **ACCOMMODATION**

##### **EXISTING HOUSE**

2 reception rooms,  
Breakfast kitchen plus utility,  
4 bedrooms plus 2 bathrooms.

##### **NEW BUILD**

Dining kitchen,  
Living room,  
Study,  
5 bedrooms plus 3 bathrooms.

#### **OUTSIDE**

Front: Driveway access plus garden.  
Rear: Garages, garden plus paddock

#### **PLANNING**

Planning permission was granted on 08/02/2018 and 29/01/2019 for "Resubmission of Planning Application for extensions and alterations to detached dwelling house including part demolition of house and total demolition of existing detached double garage" and "erection of detached triple garage, equipment store and home gym. Demolition of existing detached double garage and equipment store"

Ref: PAP/2018/0091 and PAP/2019/0051

For further information please contact North Warwickshire Borough Council on:  
Tel: 01827 715 341  
Email: [planningcontrol@northwarks.gov.uk](mailto:planningcontrol@northwarks.gov.uk)

#### **EPC RATING - E**

#### **TENURE**

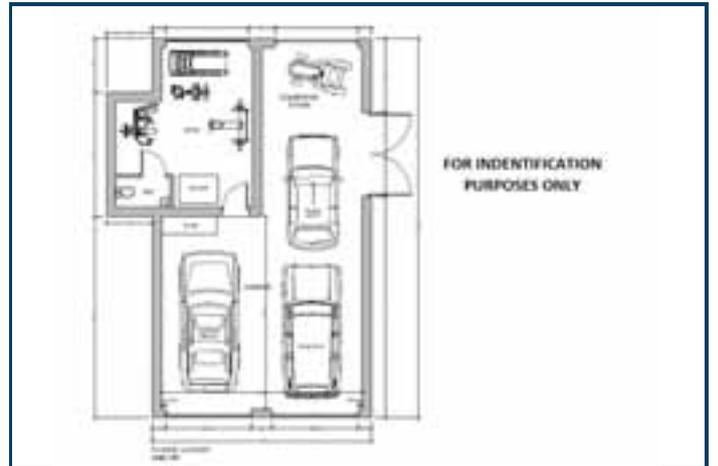
Freehold with vacant possession.

#### **ADDITIONAL COST**

Administration Fee: £1,650 (£1,375 plus VAT)  
Please see the legal pack for further costs.

#### **NOTE**

The property was previously named Pen-y Bryn



**LOT  
4**

## Land, Fosse Way, Monks Kirby, Rugby CV23 0RL

\*Guide Price: £15,000 - £25,000



### DESCRIPTION

Parcel of land positioned alongside the Fosse Way. Approximately 0.75 acres to include 2 mobile structures. Potential for various uses subject to consents.

### LOCATION

Positioned adjacent to the junction leading to Withybrook and Monks Kirby.

### PLANNING

For any queries regarding planning matters please contact:

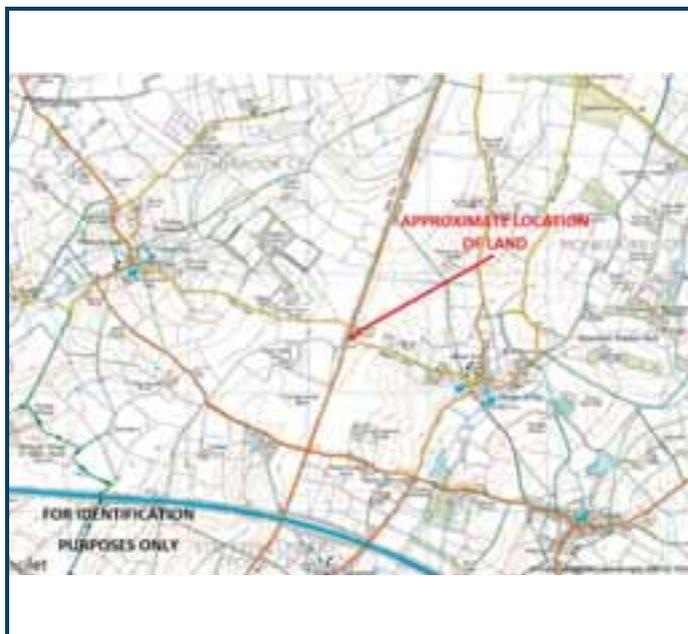
Rugby District Council on:  
Tel: 01788 533759  
Email: [rbc.planning@rugby.gov.uk](mailto:rbc.planning@rugby.gov.uk)

### TENURE

Freehold with vacant possession.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)  
Please see the legal pack for any further costs



**LOT  
5**

**98 Tachbrook Street, Leamington Spa CV31 2BH**

**\*Guide Price: £180,000 - £200,000**



#### **DESCRIPTION**

Tenanted, double bayed, mid terrace property. Located approximately 1.5 miles to Leamington town centre. Current rent payable £10,200 pa. Ideal Investment opportunity. The Auctioneers have been unable to inspect the property.

#### **ACCOMMODATION**

The accommodation is understood to be:  
(We have been unable to verify this information)

##### **GROUND FLOOR**

Hallway:

Kitchen:

Lounge:

Dining room:

##### **FIRST FLOOR**

Bedroom 1:

Bedroom 2:

Bathroom:

#### **OUTSIDE**

Front: Paved area.

Rear: Garden.

#### **EPC RATING - E**

#### **TENURE**

Freehold subject to tenancy.

#### **TENANCY**

Assured shorthold tenancy.

Term: 12 months from 10th February 2019

Rent Payable: £850.00 p.c.m.

#### **ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.



**LOT  
6**

**48 Mellowship Road, Eastern Green, Coventry CV5 7BY**

**\*Guide Price: £90,000 - £110,000**



**DESCRIPTION**

1 bedroom mid terraced bungalow with electric heating and double glazing. Requiring some improvements. Located in a popular residential location to the West of Coventry.

**ACCOMMODATION**

**GROUND FLOOR**

- Porch:
- Hallway:
- Lounge: 15 ft 4 in x 13 ft
- Kitchen: 16 ft 2 in x 5 ft 11 in
- Bedroom: 13 ft 6 in max x 9 ft 11 in
- Shower room:

**OUTSIDE**

- Front: Garden.
- Rear: Garden.

**EPC RATING - E**

**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)  
Please see the legal pack for any further costs.



LOT  
7

Garage 306, Sedgemoor Road,  
Stonehouse Estate, Coventry CV3 4EA

\*Guide Price: £2,000 - £4,000



#### DESCRIPTION

Single garage positioned within a block of garages accessed from Sedgemoor Road on the Stonehouse Estate. Residential location.

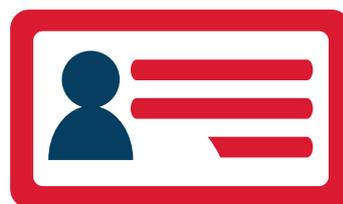
#### TENURE

Freehold with vacant possession.

#### ADDITIONAL COSTS

Administration Fee: £450 (£375 plus VAT)  
Please see the legal pack for any further costs.

## Important Information - Register to Bid Identification and Payment



To register to bid you must complete a register to bid form and provide **2 forms of identification**. If you are the successful bidder you will pay a 10% deposit (minimum £2,000), plus administration fee and buyers premium (where applicable). Contracts are signed after the auction and a legal binding contract is formed when the hammer falls.

### IDENTIFICATION

Proof of identity - one of the following

- Current signed passport
- Current full UK EU photo card driving licence, NOT a provisional driving licence

**Plus**

Proof of Address - one of the following

- Utility bill issued within the last three months (gas, electricity, council tax, telephone, water rates but NOT mobile phone)
- Bank or Building Society statement

**Please note that only the above documents will be accepted.**

### PAYMENT

Payment of deposit and fees can be made using a debit card or bank transfer.

**LOT  
8**

**9 Charles Lakin Close, Shilton, Coventry CV7 9LB**

**\*Guide Price: £120,000 - £140,000**



**DESCRIPTION**

3 bedroom, semi-detached property within a rural location, having open fields to the rear. Works have commenced to improve the accommodation and require completion. Potential for further development, subject to consents. (Planning was granted in 2016 for a rear extension, now expired.)

**ACCOMMODATION**

**GROUND FLOOR**

Kitchen/ breakfast room: 12 ft 9 in x 12 ft

Lounge: 16 ft 1 in x 10 ft 1 in

Utility, Shower room, W.C.: 17 ft 6 in x 6 ft 4 in

**FIRST FLOOR**

Bedroom 1: 10 ft 9 in x 9 ft 8 in

Bedroom 2: 12 ft 8 in x 9 ft 5 in

Bedroom 3: 9 ft 6 in max x 7 ft 7 in

Bathroom:

**OUTSIDE**

Front: Garden.

Rear: Garden over looking fields.

**EPC RATING - D**

**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for further costs.



**LOT  
9**

**2 Marion Road, Foleshill, Coventry CV6 5PR**

**\*Guide Price: £55,000 - £65,000**



**DESCRIPTION**

2 bedroom end terrace property with gas central heating double glazing. Recently improved and ready to move in to. Cul-de-sac location.

**ACCOMMODATION**

**GROUND FLOOR**

Porch:

Hallway:

Lounge: 12 ft 4 in max x 11 ft 10 in max

Dining room: 12 ft 3 in max x 10 ft 5 in max

Kitchen: 6 ft 11 in x 6 ft 5 in

**FIRST FLOOR**

Bedroom 1: 15 ft 3 in max x 10 ft 10 in

Bedroom 2: 10 ft 5 in x 9 ft 11 in max

Shower room:

**OUTSIDE**

Front: Garden area.

Rear: Garden and outbuilding.

**EPC RATING - D**

**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.



**LOT  
10**

## Garages, Warner Row, Foleshill, Coventry CV6 5HJ

\*Guide Price: £20,000 - £40,000



### DESCRIPTION

Block of 4 garages, additional parking space and turning area positioned within a cul-de-sac and residential area.

### LOCATION

The garages are located within a cul-de-sac, which can be found off the Stoney Stanton Road, just off the A444.

### TENURE

Freehold with vacant possession.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)  
Please see the legal pack for any further costs.





## Register to bid plus Proxy and Telephone Bidding

We always strongly advise you to bid online, however when this is not possible you may make a TELEPHONE or PROXY BID authorising the Auctioneer to bid on your behalf up to a pre-set limit.

Please complete the form to the rear of this catalogue and ensure that you have read the Terms and Conditions.

If you have any questions regarding this process please do not hesitate to contact the Auction Team on

**024 7652 7789**

**LOT  
11**

**376 Allesley Old Road, Allesley, Coventry CV5 8GG**

**\*Guide Price: £190,000 - £210,000**



**DESCRIPTION**

3 bedroom, double bayed, mid terrace, requiring some improvements. With gas central heating and double glazing. Ideal investment opportunity.

**ACCOMMODATION**

**GROUND FLOOR**

Hallway:

Lounge: 16 ft max x 12 ft 2 in max

Dining room: 12 ft 5 in x 11 ft 4 in

Kitchen: 11 ft 8 in x 6 ft

**FIRST FLOOR**

Bedroom 1: 16 ft 3 in max x 11 ft 7 in

Bedroom 2: 12 ft 6 in x 9 ft 10 in

Bedroom 3: 9 ft 4 in x 6 ft

Bathroom:

**OUTSIDE**

Front: Garden.

Rear: Outbuilding plus garden.

**EPC RATING - D**

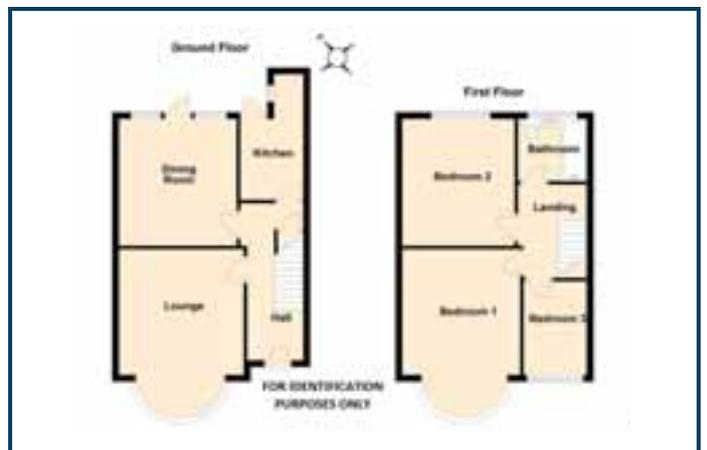
**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
12**

**21 Martinique Square, Bowling Green Street, Warwick CV34 4DG**

**\*Guide Price: £185,000 - £195,000**



**DESCRIPTION**

2 bedroom second floor apartment, accessed via secure gates, with use of disabled parking space plus garage workshop/store. Requires some redecoration. Located within 0.5 miles of Warwick centre. Ideal investment.

**ACCOMMODATION**

**SECOND FLOOR**

Kitchen: 9 ft 7 in x 8 ft 8 in

Lounge: 17 ft 10 in x 11 ft 2 in

Bedroom 1: 13 ft 3 in max x 19 ft 5 in max

Bedroom 2: 10 ft 7 in x 10 ft 4 in

Bathroom:

**OUTSIDE**

Parking plus garage with workshop/ storage and communal gardens.

**EPC RATING - C**

**TENURE**

Leasehold with vacant possession.

Term: 99 years from 1st January 2000

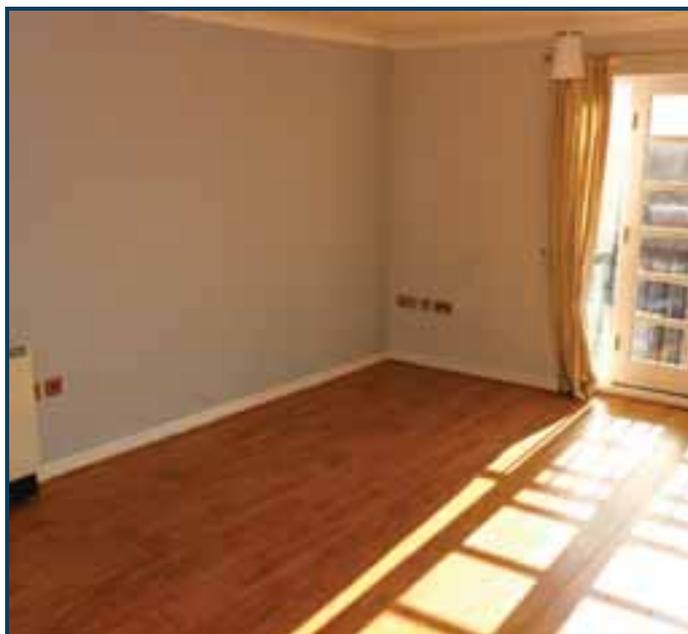
Ground rent: £125 p.a.

Service charge: £1,701.78 p.a.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

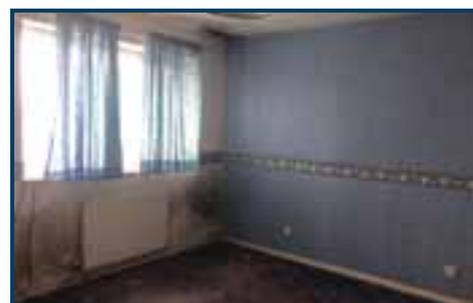
Please see the legal pack for any further costs.



**LOT  
13**

**234 Robin Hood Road, Willenhall, Coventry CV3 3AR**

**\*Guide Price: £80,000 - £100,000**



#### DESCRIPTION

3 bedroom end terraced house, requiring improvement. Ideal investment opportunity, located in a popular location off London Road to the South East of Coventry.

#### ACCOMMODATION

##### GROUND FLOOR

Hallway:

Lounge: 15 ft 3 in x 11 ft 1 in

Kitchen: 14 ft x 11 ft 1 in

Rear lobby:

##### FIRST FLOOR

Bedroom 1: 12 ft 1 in x 11 ft 2 in

Bedroom 2: 12 ft 5 in x 7 ft 11 in

Bedroom 3: 8 ft x 7 ft 6 in

W.C.

Bathroom:

#### OUTSIDE

Front: Garden.

Rear: Garden.

#### EPC RATING - E

#### TENURE

Freehold with vacant possession.

#### NOTE

We understand that the property is non standard construction. Buyers are advised to make their own investigations.

#### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.





# Next Auction Date

We are now taking entries for our  
next auction

**Thursday  
19th November  
2020**

Call us now for more information  
**024 7652 7789**

**LOT  
14**

**97 Nicholls Street, Hillfields, Coventry CV2 4GR**

**\*Guide Price: £75,000 - £95,000**



#### **DESCRIPTION**

Tenanted 2 bedroom mid-terrace property with double glazing and gas central heating. With current rent payable £6,600 p. a. Ideal investment opportunity.

#### **ACCOMMODATION**

##### **GROUND FLOOR**

Hallway:

Bedroom 1: 10 ft 8 in x 8 ft 4 in max

Lounge: 10 ft 8 in x 11 ft max

Kitchen: 13 ft 1 in x 7 ft 3 in

Bathroom:

##### **FIRST FLOOR**

Bedroom 1: 11 ft 8 in max x 10 ft 8 in max

Bedroom 2: 11 ft 8 in x 10 ft 8 in max

#### **OUTSIDE**

Rear: Paved area.

#### **EPC RATING - D**

#### **TENURE**

Freehold subject to tenancy.

#### **TENANCY**

Assured Shorthold Tenancy

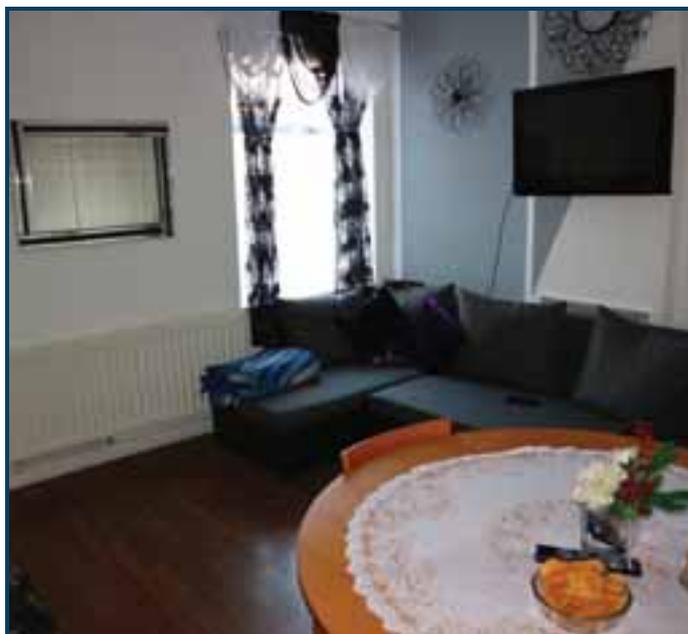
Term: 6 months from 28th May 2014, now rolling.

Rent payable: £550 p.c.m.

#### **ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for further costs.



**LOT  
15**

**3A Broad Street, Foleshill, Coventry CV6 5AX**

**\*Guide Price: £90,000 - £105,000**



**DESCRIPTION**

2 bedroom, 3 storey, end terrace property, with electric storage heating and double glazing. Well presented and located just off the Foleshill Road. Ideal Investment opportunity.

**ACCOMMODATION**

**GROUND FLOOR**

Bedroom 1: 9 ft 8 in x 7 ft 11 in

Rear hall with utility cupboard:

Shower room:

**FIRST FLOOR**

Kitchen: 6 ft 6 in x 4 ft 11 in

Lounge: 9 ft 11 in x 8 in

**SECOND FLOOR**

Loft room/ Bedroom 2: 13 ft 3 in max x 12 ft 8 in max

**OUTSIDE**

Walled courtyard to side.

Rear: Parking area.

**EPC RATING - C**

**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

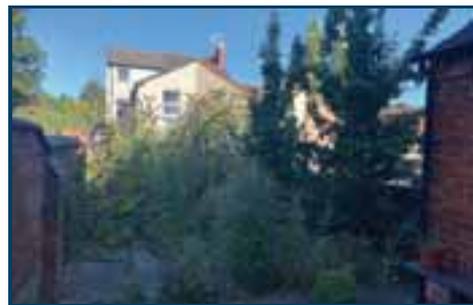
Please see the legal pack for any further costs



**LOT  
16**

**62 Middleborough Road, Coundon, Coventry CV1 4DE**

**\*Guide Price: £220,000 - £240,000**



### DESCRIPTION

4 bedroom end terraced property over 3 floors plus a cellar. Having gas central heating and double glazing, the property does require some improvements. With flexible accommodation the property is an ideal investment opportunity and approximately 0.3 miles to the city centre.

### ACCOMMODATION

#### GROUND FLOOR

Hallway:

Bedroom 1: 15 ft 6 in max x 11 ft 8 in

Reception room with sink: 13 ft 8 in x 11 ft 8 in max

Dining room: 11 ft 10 in x 8 ft 5 in

Kitchen: 9 ft 6 in x 8 ft 4 in

Cellar: 14 ft x 11 ft 8 in

#### FIRST FLOOR

Bedroom 2 with sink: 15 ft 5 in max x 15 ft 4 in max

Bedroom 3 with sink: 11 ft 10 in max x 10 ft 11 in

Bathroom: 13 ft 5 in x 8 ft 6 in

W.C.:

#### SECOND FLOOR

Bedroom 4 with sink: 15 ft 4 in max x 10 ft 11 in

### OUTSIDE

Front: Paved area.

Rear: Garden.

### EPC RATING - D

### TENURE

Freehold with vacant possession.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
17**

**3 Top Road, Barnacle, Coventry CV7 9LE**

**\*Guide Price: £125,000 - £145,000**



**DESCRIPTION**

2 bedroom semi detached property with gas central heating and double glazing, requiring some improvements, with garden to side. Located within a small Hamlet in North Warwickshire. Ideal investment.

**ACCOMMODATION**

**GROUND FLOOR**

Kitchen: 12 ft x 7 in x 5 ft 5 in

Lounge: 12 ft 7 in x 12 ft 6 in

Reception room 2: 8 ft 2 in x 8 ft 4 in

Bathroom:

**FIRST FLOOR**

Bedroom 1: 12 ft 7 in x 9 ft 7 in

Through to Bedroom 2: 12 ft 7 in x 5 ft 5 in

**OUTSIDE**

Front: Paved area.

Rear: Garden and outbuilding.

**EPC RATING - D**

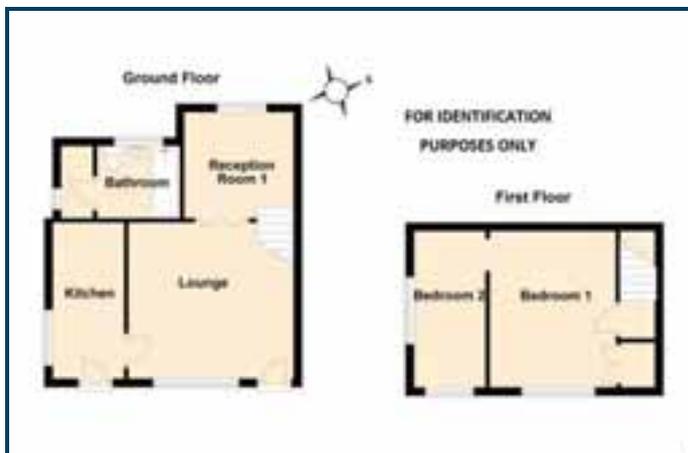
**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.



# Important Information - Register to Bid Identification and Payment

To register to bid you must complete a register to bid form and provide **2 forms of identification**. If you are the successful bidder you will pay a 10% deposit (minimum £2,000), plus administration fee and buyers premium (where applicable). Contracts are signed after the auction and a legal binding contract is formed when the hammer falls.

## IDENTIFICATION

Proof of identity - one of the following

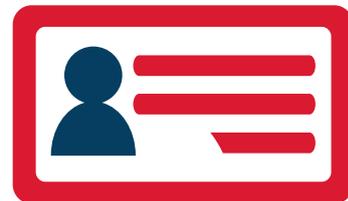
- Current signed passport
- Current full UK EU photo card driving licence, NOT a provisional driving licence

## Plus

Proof of Address - one of the following

- Utility bill issued within the last three months (gas, electricity, council tax, telephone, water rates but NOT mobile phone)
- Bank or Building Society statement

**Please note that only the above documents will be accepted.**



## PAYMENT

Payment of deposit and fees can be made using a debit card or bank transfer.

# Legal Documents

All legal documents are available via our website. All bidders are strongly recommended to inspect the Legal Pack and can register their details on the site. The Legal Packs are available via a service provided by The Essential Information Group Ltd, which will not only allow the download of the Legal Pack but will also keep you updated with any changes to the Pack. Please note however that it is the responsibility of all bidders to recheck the Legal Packs for any changes prior to bidding, and the Auctioneer can accept no responsibility for any bidders not adhering to this advice.



*Service provided by*

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information group

**LOT  
18**

**48 Tudor Road, Camphill, Nuneaton CV10 9EH**

**\*Guide Price: £40,000 - £50,000**



#### **DESCRIPTION**

Investment opportunity - Tenanted, 2 bedroom ground floor maisonette with gas central heating and double glazing. Leasehold with 58 years remaining. Current rent payable £5,700.00 p.a.

#### **ACCOMMODATION**

Hallway:  
Lounge: 14 ft 3 in x 10 ft 11 in max  
Kitchen: 10 ft 5 in x 5 ft 11 in  
Bathroom:  
Bedroom 1: 12 ft 10 in x 10 ft 1 in  
Bedroom 2: 10 ft 11 in x 6 ft 5 in

#### **OUTSIDE**

Garden.

#### **EPC RATING - C**

#### **TENURE**

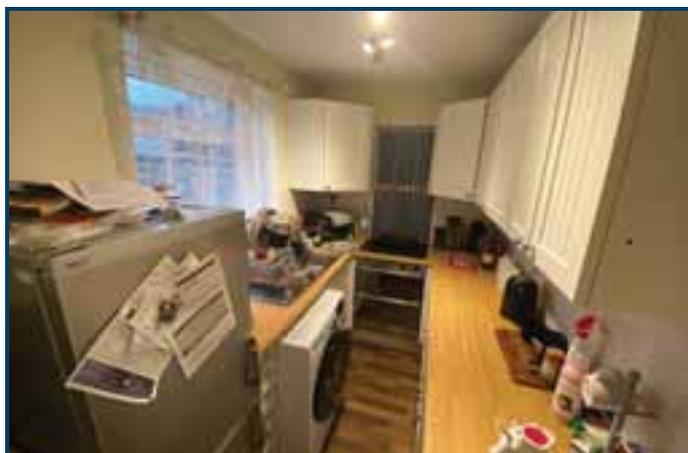
Leasehold subject to tenancy.  
Term: 99 years from 25th December 1979  
Ground rent: £25 p.a.  
Service charge: £143.75 p.a.

#### **TENANCY**

Assured Shorthold Tenancy.  
Term: 6 months from 30th October 2020  
Rent payable: £475.00 p.c .m.

#### **ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)  
Please see the legal pack for any further costs.



**LOT  
19**

**Chattaway Place, 215 Station Road, Balsall Common CV7 7FE**

**\*Guide Price: £160,000 - £170,000**



#### DESCRIPTION

2 bedroom, 2 bathroom well presented first floor apartment with gas central heating and double glazing. The property benefits from a communal lift and an allocated parking space accessed from the rear via secured gates.

Leasehold with approximately 995 years remaining.

#### ACCOMMODATION

Hallway:

Kitchen area: 10 ft x 9 ft 1 in max open to

Lounge area: 15 ft x 14 ft 9 in

Bedroom 1 & en-suite: 16 ft 1 in max x 11 ft 1 in max

Bedroom 2: 12 ft 3 in max x 12 ft 3 in max

Bathroom:

2 x storage cupboards.

#### OUTSIDE

Allocated parking space.

#### EPC RATING - B

#### TENURE

Leasehold – vacant possession

Term: 999 years from 1st January 2015

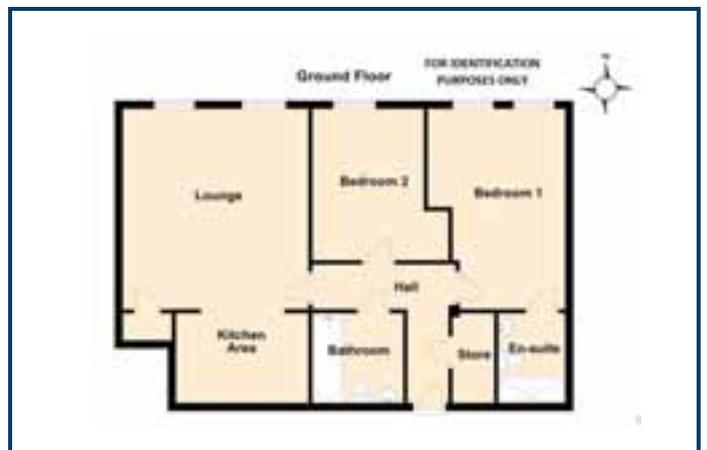
Ground rent: £250 p.a.

Service Charge: £554.31 p.qtr.

#### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



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-  The transaction is transparent for both buyers and sellers.
-  There is no gazumping or re-negotiation.

**Loveitts** est. 1843  
THE AUCTIONEERS

LOCAL KNOWLEDGE, REGIONAL EXPERTISE & NATIONAL STRENGTH

**LOT  
20**

**13 Vecqueray Street, Stoke, Coventry CV1 2HP**

**\*Guide Price: £145,000 - £165,000**



### DESCRIPTION

Tenanted, 3 bedroom, mid-terraced property, well presented with gas central heating and double glazing. Located approximately half a mile to Coventry University. Current rent payable £14,850 p. a. Ideal investment opportunity.

The local authority confirmed on the 11/8/20 - "tacit approval" to lawfully operate the property as a licensable HMO. (Subject to final inspection)

### ACCOMMODATION

#### GROUND FLOOR

Hallway:

Bedroom 1: 9 ft 11 in max x 8 ft 2 in

Lounge: 11 ft 8 in max x 12 ft 2 in max

Kitchen: 13 ft x 5 ft 10 in

Shower room:

#### FIRST FLOOR

Bedroom 2: 11 ft 9 in x 9 ft 11 in

Bedroom 3: 12 ft x 11 ft 10 in

### OUTSIDE

Rear: Garden.

### EPC RATING - C

### TENURE

Freehold subject to tenancies.

### TENANCIES

Assured Shorthold Tenancy

Term: 1st July 2020 to 30th June 2021

Rent payable: £14,850 p.a.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
21**

**86 Duncroft Avenue, Coundon, Coventry CV6 2BW**

**\*Guide Price: £135,000 - £155,000**



**DESCRIPTION**

3 bedroom double bayed end terrace property with gas central heating and double glazing. Garage to rear with access from the side of the property. The property requires some improvements and is an ideal investment opportunity or family home.

**ACCOMMODATION**

**GROUND FLOOR**

Porch:

Hallway:

Lounge: 25 ft 9 in max x 10 ft 3 in max

Kitchen: 16 ft 9 in x 5 ft

Lean to/ Conservatory: 9 ft 1 in x 8 ft 6 in

**FIRST FLOOR**

Bedroom 1: 13 ft 5 in max x 9 ft 7 in

Bedroom 2: 10 ft 9 in x 9 ft 6 in max

Bedroom 3: 8 ft 2 in max x 5 ft 10 in max

Bathroom:

**OUTSIDE**

Front: Garden.

Rear: Garden and Garage.

**EPC RATING - D**

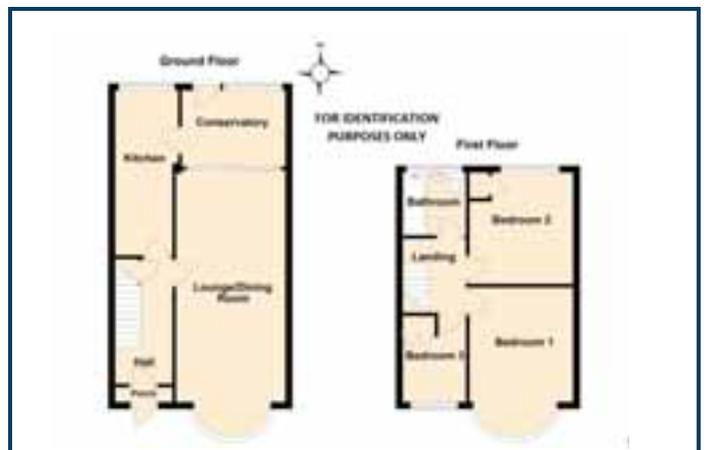
**TENURE**

Freehold with vacant possession.

**ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
22**

**48 Humber Road, Coventry CV3 1BA**

**\*Guide Price: £105,000 - £125,000**



#### **DESCRIPTION**

Tenanted Investment Opportunity - 3/4 bedroom mid terraced property, with gas central heating and double glazing. Current rent payable £6,000 p.a.

#### **ACCOMMODATION**

##### **GROUND FLOOR**

Lounge/diner: 23 ft 6 in max x 9 ft 1 in max

Kitchen: 19 ft 6 in x 6 ft 10 in

Bedroom 1: Not inspected.

Bathroom:

##### **FIRST FLOOR**

Separate W.C.

Bedroom 2: 8 ft 10 in x 8 ft 2 in

Bedroom 3: Unable to inspect.

Bedroom 4: 9 ft 11 in x 6 ft 10 in

#### **OUTSIDE**

Front: Small garden.

Rear: Garden.

#### **EPC RATING: D**

#### **TENURE**

Freehold subject to tenancy.

#### **TENANCY**

Assured Shorthold Tenancy

Term: 27th January 2020 to 26th July 2020

Rent payable: £500 p.c.m.

#### **ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



LOT  
23

50 Humber Road, Coventry CV3 1BA

\*Guide Price: £105,000 - £125,000



#### DESCRIPTION

Tenanted Investment Opportunity. Current rent payable £6,000 p.a. The property has not been inspected internally and is assumed to be 3/4 bedroom.

#### ACCOMMODATION

The property has not been inspected by the Auctioneers.

We understand the accommodation to be:

##### GROUND FLOOR

Hallway:

Lounge:

Kitchen:

Bedroom/Reception room:

Bathroom;

##### FIRST FLOOR

Bedroom 1:

Bedroom 2:

Bedroom 3:

W.C.

#### OUTSIDE

Front: Small Garden.

Rear: Garden.

#### EPC RATING - to be confirmed

#### TENURE

Freehold subject to tenancy.

#### TENNACY

Assured Shorthold Tenancy

Term: 19th March 2018 to 18th September 2018

Rent Payable: £500.00 p.c.m.

#### ADDITIONAL COST

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

#### NOTE

Next door, number 48, is also being offered for sale, at the same Auction. eehold subject to tenancy

**LOT  
24**

**50 Northey Road, Great Heath, Coventry, CV6 5NE**

**\*Guide Price: £95,000 - £115,000**



#### **DESCRIPTION**

Tenanted Investment Opportunity - 3/4 bedroom mid terraced property with gas central heating and double glazing. Current rent payable £7,800 p.a.

#### **ACCOMMODATION**

##### **GROUND FLOOR**

Hallway:

Bedroom 1: Not inspected.

Kitchen: 8 ft 10 in x 5 ft 11 in

Bathroom:

##### **FIRST FLOOR**

Bedroom 2: 11 ft 2 in x 10 ft 9 in

Bedroom 3: 11 ft 8 in x 7 ft 5 in

Bedroom 4: Not inspected.

#### **OUTSIDE**

Rear: Garden.

#### **EPC RATING: D**

#### **TENURE**

Freehold subject to current lease.

#### **TENANCY**

Lease Agreement

Term: 6 years 11 months

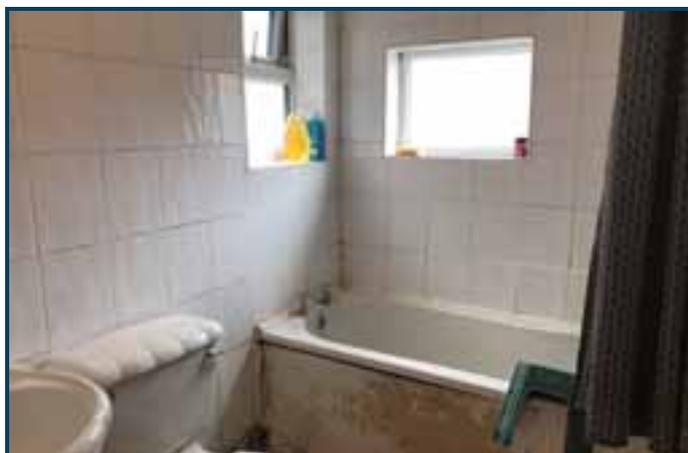
Commencement: 1st October 2019

Rent payable: £650 p.c.m.

#### **ADDITIONAL COSTS**

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
25**

**114 Aldermans Green Road, Coventry CV2 1PP**

**\*Guide Price: £110,000 - £130,000**



### DESCRIPTION

Tenanted Investment Opportunity - 4/5 Bedroom extended end terraced property, with double glazing and gas central heating. Current rent payable £7,200 p.a.

### ACCOMMODATION

#### GROUND FLOOR

Hallway:

Bedroom 1: 14 ft 6 in max x 13 ft 4 in

Kitchen: 13 ft 3 in x 6 ft 11 in

Dining area: 13 ft x 10 ft 1 in

Shower room:

#### FIRST FLOOR

Bedroom 2: 11 ft 1 in x 9 ft 11 in

Bedroom 3: 12 ft 10 in x 7 ft 11 in

Bedroom 4: 10 ft 1 in x 7 ft 10 in

Bedroom 5: 9 ft 6 in x 8 ft 9 in

Bathroom:

### OUTSIDE

Front: Small garden.

Rear: Overgrown garden.

### EPC RATING: D

### TENURE

Freehold subject to current Lease.

### TENANCY

Lease Agreement

Term: 6 years 11 months

Commencement: 1st October 2019

Rent payable: £600 p.c.m.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



**LOT  
26**

**89 St. Margaret Road, Stoke, Coventry, CV1 2BT**

**\*Guide Price: £135,000 - £155,000**



### DESCRIPTION

Investment opportunity - Tenanted 4 bedroom 3 storey end terraced property. Current rent payable £8,400 p.a. Located just off Gulsion Road, a popular residential location. Requiring some improvements.

### ACCOMMODATION

#### GROUND FLOOR

Hallway:

Bedroom 1: 11 ft 3 in x 7 ft 9 in

Kitchen / breakfast room: 15 ft 4 in max x 12 ft 6 in max

Bathroom:

#### FIRST FLOOR

Bedroom 2: 9 ft 9 in x 9 ft 8 in

Bedroom 3: 12 ft 7 in x 11 ft 3 in

#### SECOND FLOOR

Bedroom 4: 15 ft 6 in max x 12 ft 6 in max

### OUTSIDE

Rear: Garden.

### EPC RATING: G

### TENURE

Freehold subject to Tenancy

### TENANCY

Term: 1st May 2020 to 31st October 2020

Rent Payable: £700 p.c.m.

### ADDITIONAL COSTS

Administration Fee: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs



# Auction Results - 20th August 2020

Lot No.	Address	*Guide Prices	Result
1	87 Smith Street, Foleshill, Coventry, CV6 5EH	£55,000 - £65,000	SOLD
2	27 Southam Crescent, Lighthorne Heath, CV33 9TJ	£115,000 - £135,000	SOLD
3	Land, accessed off Clark Street, Bell Green, Coventry, CV6 7HE	£350 - £450	SOLD PRIOR
4	Land off Daventry Road, Staverton, Daventry, NN11 6BG	£45,000 - £55,000	SOLD PRIOR
5	31 Hyde Road, Wyken, Coventry, CV2 5ES	£170,000 - £190,000	AVAILABLE
6	303 Bucks Hill, Nuneaton, CV10 9LD	£135,000 - £155,000	AVAILABLE
7	36 Monks Road, Stoke, Coventry, CV1 2BY	£140,000 - £160,000	SOLD
8	Brickyard Barn, Mallory Road, Bishops Tachbrook, Leamington Spa, CV33 9QD	£600,000 - £675,000	SOLD
9	1 Hewitt Avenue, Coundon, Coventry, CV6 1NG	£140,000 - £160,000	SOLD PRIOR
10	48 Mellowship Road, Eastern Green, Coventry, CV5 7BY	£130,000 - £150,000	POSTPONED
11	317 Henley Road, Bell Green, Coventry, CV2 1AW	£65,000 - Plus	AVAILABLE
12	36 Bramble Street, Stoke, Coventry, CV1 2HT	£155,000 - £175,000	SOLD PRIOR
13	27 Dalehouse Lane, Kenilworth, CV8 2HW	POSTPONED	POSTPONED
14	84 Parry Road, Wyken, Coventry, CV2 3LU	£145,000 - £155,000	AVAILABLE
15	Conifers, Spring Hill, Arley, Coventry, CV7 8FE	£550,000 - £650,000	AVAILABLE
16	61 Albany Road, Earlsdon, Coventry, CV5 6JR	£200,000 - £220,000	SOLD AFTER

\* Please refer to Auction Information found at the front of this catalogue

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# REGISTER TO BID

PLEASE READ TERMS AND CONDITIONS OVERLEAF BEFORE COMPLETING THIS FORM.  
TO BE COMPLETED 24 HOURS PRIOR TO AUCTION

Date of Auction: \_\_\_\_\_ Lot/s No: \_\_\_\_\_

You are able to bid 3 different ways. **PLEASE TICK THE RELEVANT BOX BELOW.**

**ONLINE**

**TELEPHONE**

**PROXY**

**ONLINE BIDDING:**

This method of bidding will allow you to bid in real time via your computer/mobile/laptop whilst watching the auctioneer live.

- 1. Complete this form and return it to us
- 2. Don't forget to include 2 forms of ID

**In addition, you will be required to read and confirm terms and conditions once you have been registered and authorised to bid.**

**TELEPHONE BIDDING:**

This method of bidding will allow you to bid in real time via your telephone whilst watching the auctioneer live. You will be allocated a member of the Auction team on the day of the Auction to bid on your behalf.

- 1. Complete this form (above and below) and return it to us
- 2. Don't forget to include 2 forms of ID

**PROXY BIDDING:**

This method of bidding allows you to decide, prior to the Auction, the maximum price that you are willing to bid. A member of the Auction team will bid on your behalf at the Auction.

- 1. Complete this form (above and below) and return it to us
- 2. Don't forget to include 2 forms of ID

## BUYER'S DETAILS

Contract Full Name(s): \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## BUYER'S SOLICITOR'S DETAILS

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_

For the Attention of: \_\_\_\_\_

### TELEPHONE AND PROXY BIDDERS ONLY

I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions (see next page), and I understand that should my bid be successful the offer will be binding upon me.

Property Address: \_\_\_\_\_

(Only complete Maximum price if using PROXY BIDDING)

Maximum Bid Price: £ \_\_\_\_\_ Words: \_\_\_\_\_

**ALL BIDDERS TO SIGN BELOW:**

Signature of Prospective Buyer: \_\_\_\_\_ Date of Signing: \_\_\_\_\_

# BIDDING FORM - TERMS & CONDITIONS

We always strongly advise you to bid online at the Auction sale. When this is not possible you may make a telephone or proxy bid authorising the Auctioneer to bid on your behalf up to a pre-set limit.

1. A prospective purchaser should complete and sign this form. In particular for **Proxy Bidding** the prospective buyer should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for a Lot.
2. A **separate form** must be completed for each lot for which a prospective buyer wishes the auctioneer to bid.
3. The maximum **Proxy Bidding** price to which the auctioneer is authorised to bid must be an exact figure. The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in respect of these instructions.
4. The completed form or forms must be delivered to The Auctioneer, Loveitts Auction Department, 29 Warwick Row, Coventry CV1 1DY, or via email to [auctions@loveitts.co.uk](mailto:auctions@loveitts.co.uk) so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular Lot is to be sold. It is your responsibility to ensure the form has been received by Loveitts.
5. No alteration to any Bidding form will be accepted after it is received by the auctioneer.
6. The prospective bidder must provide 2 forms of identification. Proof of identity must be one of the following; Current signed passport, Current full UK EU photo card driving license, NOT a provisional driving license. **PLUS** Proof of Address - one of the following; Utility bill issued within the last three months (gas, electricity, council tax, telephone, water rates but NOT mobile phone) Bank or Building Society statement
7. The winning bidder must pay their 10% deposit (minimum £2,000), plus administration fee and buyers' premium (where applicable). Contracts are signed on the day of the auction and a legal binding contract is formed on the fall of the hammer.
8. The prospective Buyer appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the auctioneer thinks fit in their absolute discretion.
9. The prospective Buyer shall be considered to have inspected the auction catalogue, read the 'Notice to Prospective Buyers' and the general and separate special conditions of sale and notices to prospective Buyers for the relevant lot and to have full knowledge thereof. The buyer authorises the auctioneer or any duly authorised partner or employee of Loveitts as the prospective purchasers' agents to sign the memorandum of contract incorporating all such matters at or after the auction.
10. The prospective purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the auctioneer's authority to bid. It is the prospective purchaser's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.
11. The amount of the prospective purchasers bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the prospective Buyer.
12. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.
13. Prospective Buyers are advised to telephone Loveitts on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it. The prospective Buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective Buyer does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective Buyer's behalf and the auctioneers will not be responsible for any loss, costs or damages incurred by the prospective Buyer as a result thereof.
14. The auctioneer will make no charge to a prospective purchaser for this service and will accept no liability 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. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction
15. Prospective Bidders are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable, Loveitts will not be held responsible or liable for any loss suffered in respect thereof. During ONLINE Bidding, the Auctioneers take no responsibility for any loss of service or disruption to the internet which may affect the bidding.
16. The successful buyer or bidder will be jointly and severally liable to pay Loveitts the buyer's fee referred to in the Important Notice to Prospective Buyers at the front of the Auction Catalogue.

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

## GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions.

## AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

## SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

## IMPORTANT NOTICE

A prudent buyer will, before bidding for a lot at an auction:

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

**The conditions assume that the buyer has acted like a prudent buyer.**

**If you choose to buy a lot without taking these normal precautions you do so at your own risk.**

## GLOSSARY

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

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
- (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the auction.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

Unless otherwise agreed between 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 rentcharge).

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

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

## Particulars

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

## Practitioner

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

## Price

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

## Ready to complete

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

## Sale conditions

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

## Sale memorandum

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

## Seller

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

### A1 INTRODUCTION

A1.1 Words in bold type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 OUR ROLE

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### A3 BIDDING AND RESERVE PRICES

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide

price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

## A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly 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.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

## A5 THE CONTRACT

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- (b) sign the sale memorandum on your behalf.

## A5.5 The deposit:

(a) it 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.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- (a) you are personally liable to buy the lot even if you are acting as 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.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

## A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

## GENERAL CONDITIONS OF SALE

Words in bold type have special meanings, which are defined in the Glossary

### G1 THE LOT

G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.

G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.

G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.

G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) 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.

G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.

G1.7 The lot does not include any tenant's or trade fixtures or fittings.

# COMMON AUCTION CONDITIONS (EDITION 3)

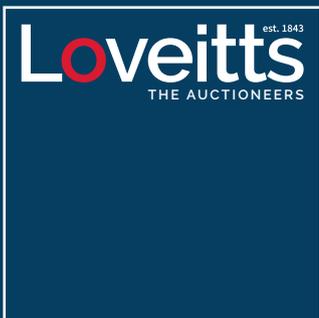
## REPRODUCED WITH THE CONSENT OF THE RICS

- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:  
(a) the **documents**, whether or not the **buyer** has read them; and  
(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:  
(a) 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**).
- G2.2 The deposit  
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and  
(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (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**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:  
(a) produce to the **buyer** on request all relevant insurance details;  
(b) pay 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**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. TITLE AND IDENTITY**
- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:  
(a) The **buyer** may raise no requisition or objection to any of the **documents** that is made available before the **auction**.  
(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.  
(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.  
(d) If title is in the course of registration, title is to consist of certified copies of:  
(i) the application for registration of title made to the land registry;  
(ii) the **documents** accompanying that application;  
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and  
(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.  
(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):  
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and  
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other 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.
- G5. TRANSFER**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:  
(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and  
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6. COMPLETION**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:  
(a) direct transfer to the **seller's** conveyancer's client account; and  
(b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. NOTICE TO COMPLETE**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:  
(a) terminate the **contract**;  
(b) claim the deposit and any interest on it if held by a stakeholder;  
(c) forfeit the deposit and any interest on it;  
(d) resell the **lot**; and  
(e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:  
(a) terminate the **contract**; and  
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the **contract** is lawfully brought to an end:  
(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and  
(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:  
(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and  
(b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:  
(a) promptly provide references and other relevant information; and  
(b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:  
(a) the **buyer** is liable to pay interest; and  
(b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;  
in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:  
(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;  
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and  
(c) where the amount to be apportioned is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.
- G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.
- G11.5 The **buyer** is, on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.
- G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:  
(a) so state; or  
(b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:  
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;  
(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);  
(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;  
(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;  
(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and  
(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.
- G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.
- G12. MANAGEMENT**
- G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:  
(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;  
(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and  
(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
- G13. RENT DEPOSITS**
- G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on

# COMMON AUCTION CONDITIONS (EDITION 3)

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- completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- 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.
- G14. VAT**
- G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the **special conditions** so state:
- 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.
- G15.2 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**.
- G15.3 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.
- G15.4 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** G14.1 applies at **completion**.
- G15.5 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
- G15.6 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** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
  - to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.
- G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 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.
- G19.5 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.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.
- G20. TUPE**
- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
- 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**.
- G21. ENVIRONMENTAL**
- G21.1 This **condition** G21 only applies where the **special conditions** so provide.
- G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.
- G22. SERVICE CHARGE**
- G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
- 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.
- G22.4 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** G11 (**arrears**) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on 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.
- G23. RENT REVIEWS**
- G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The **seller** must promptly:
- 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.
- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. TENANCY RENEWALS**
- G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the 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.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:
- 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.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.
- G25. WARRANTIES**
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:
- 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.
- G25.3 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.
- G26. NO ASSIGNMENT**
- The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.
- G27. REGISTRATION AT THE LAND REGISTRY**
- G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as 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.
- G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
- 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.
- G28. NOTICES AND OTHER COMMUNICATIONS**
- G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- 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**.
- G28.3 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**.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.
- G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.



For further information on any of the Lots offered please do not hesitate to contact us or visit our website at [loveitts.co.uk](http://loveitts.co.uk)

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