

Loveitts

PROPERTY AUCTIONS

Thursday 10th September 2026

Auction
House

Loveitts

PART OF | SHELDON BOSLEY KNIGHT

IN-ROOM & LIVESTREAM ONLINE AUCTION

Auction Information



The Catalogue: Details of the properties and land to be sold are set out in the catalogue and on the website 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 Online, by Proxy or Telephone: If prospective bidders are unable to attend the auction it is possible to bid online, by telephone or by proxy and pre-registration is required. To register to bid online, by telephone or by proxy please visit our website where you will be required to upload your details, ID and create an 'Auction Passport'. The Auctioneers are unable to accept an liability for poor signal, loss of connection or being unable to reach bidders at the time required. Bidders are encouraged to attend the auction in person.



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. 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.



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.

Please refer to the Common Auction Conditions included on the website or at the back of the catalogue



Important Information

Do I need to register? How do I bid?

Bidding ONLINE, by PROXY, or by TELEPHONE? - you will need to register to bid, via our website. You will need to upload your details, ID and create an 'Auction passport'.

Bidding IN PERSON? - you do not need to pre-register, but **MUST** bring with you 2 forms of identification, plus your debit card to pay your deposit if you are the winning bidder.

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 if I am the winning bidder

Winning bidder? - If you are the successful bidder you will have entered into a legally binding contract on the fall of the hammer and you will be required to pay **10% deposit** (minimum £2,000).

Payment can be made by debit card or by bank transfer on the night of the auction.

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

Auction Venue



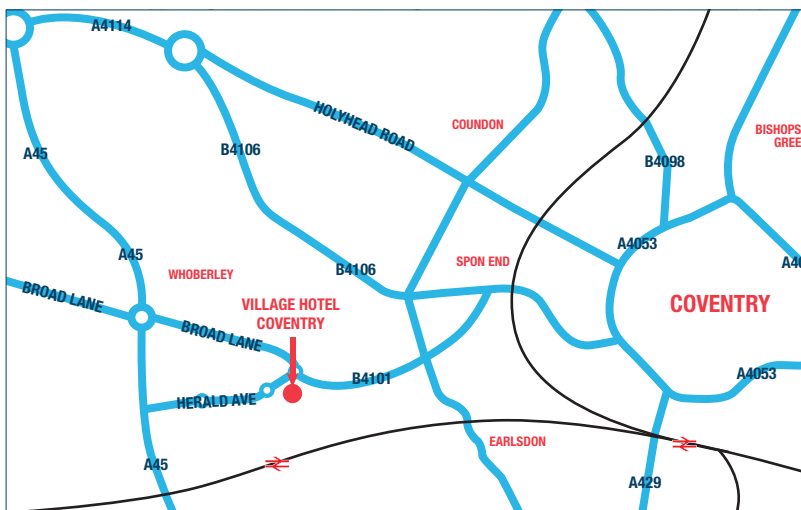
Thursday
10th September 2026 - 6.30pm

(DOORS OPEN AT 5.30PM)

**Village Hotel, Dolomite Avenue,
Canley, Coventry CV4 9GZ**

Road directions: 1 mile from A45, 8 miles from
M42 J6, 3 miles from A46

Nearest train station: Coventry Station: (2 miles)



Your Auctioneers



Sally Smith
Director and Auctioneer
sally.smith@loveitts.co.uk



Sara Herbert
Associate Director
sara.herbert@loveitts.co.uk

Scan the QR to watch us **LIVE**

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

Order of Sale

Lot No	Address	*Guide Prices	Description
1	1 Grantham Street, Stoke, Coventry, West Midlands CV2 4FP	£235,000 - £255,000	Residential Investment
2	Building, Church Street, Rugby, West Midlands CV21 3PU	£20,000 - £40,000	Commercial
3	Land, Bridgeman Road, Radford, Coventry, West Midlands CV6 1NS	£55,000 - £75,000	Land
4	17 Tivey Court Road, Longford, Coventry, West Midlands CV6 7EX	£145,000 - £165,000	Residential
5	6 Marina Close, Canley, Coventry, West Midlands CV4 8BA	£110,000 - £130,000	Residential
6	28 Branstree Drive, Holbrooks, Coventry, West Midlands CV6 6GB	£80,000 - £100,000	Residential
7	28 Bleachfield Street, Alcester, Warwickshire B49 5BA	£180,000 - £200,000	Residential
8	22 Bay Tree Close, Wood End, Coventry, West Midlands CV2 1HP	£100,000 - £120,000	Residential
9	Apartment 4, Sun House, 9 Bennetts Hill, Birmingham, West Midlands B2 5RS	£50,000 - £70,000	Residential
10	109 Kingsland Avenue, Chapel Fields, Coventry, West Midlands CV5 8DZ	£120,000 - £140,000	Residential
11	308 Greendale Road, Whoberley, Coventry, West Midlands CV5 8LY	£95,000 - £105,000	Residential
12	48 Blythe Road, Hillfields, Coventry, West Midlands CV1 5AW	£90,000 - £110,000	Residential Investment
13	51 Harefield Road, Lower Stoke, Coventry, West Midlands CV2 4BX	£120,000 - £140,000	Residential
14	134 Bolingbroke Road, Lower Stoke, Coventry, West Midlands CV3 1AS	£125,000 - £145,000	Residential Investment

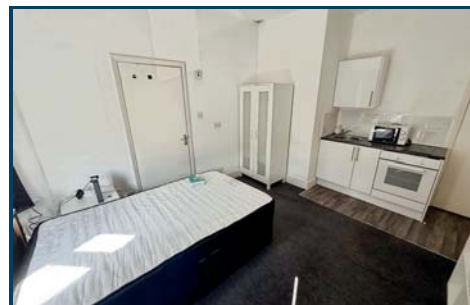
* Please refer to Auction Information found at the front of this catalogue relating to Guide Prices and Reserve Prices

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

1 Grantham Street, Stoke, Coventry CV2 4FP

*Guide Price: £235,000 - £255,000



DESCRIPTION

Unique opportunity, part tenanted, end terrace property, comprising of 11 self contained units requiring redecoration. Located in a popular residential area off Swan Lane. Current rent payable £40,140 p.a. Gross circa 16 % yield with potential to increase once fully let. Ideal investment opportunity.

ACCOMMODATION

GROUND FLOOR

Room 1: Lounge/kitchen/bedroom plus ensuite: 12 ft 6 in x 11 ft 6 in
Room 2: Lounge/kitchen/bedroom plus ensuite: 10 ft 10 in x 11 ft 3 in
Room 2A: Lounge/bedroom: 14 ft 7 in x 8 ft 4 Kitchen area: 5 ft 9 in x 3 ft 11 in, Shower room:
Separate access to the rear.
Room 3: Not inspected.

The Lodge: Not inspected. Lounge/kitchen/bedroom plus ensuite:

FIRST FLOOR

Room 5: Bedroom: 9 ft 9 in x 7 ft 9 in, Kitchen: 7 ft 6 in x 4 ft, Shower room.
Room 5A: Lounge/kitchen/bedroom plus ensuite: 10 ft 3 in x 9 ft 1 in
Room 6: Not inspected

Room 7: Lounge/kitchen/bedroom plus ensuite: 15 ft 5 in max x 12 ft 1 in max

SECOND FLOOR

Room 4: Lounge/kitchen/bedroom plus ensuite: 11 ft 2 in max x 8 ft 4 in
Room 4A: Hallway, Kitchen: 8 ft 9 in 5 ft 2 in, Lounge/bedroom: 11 ft 9 in max x 7 ft 8 in max, Bathroom.

OUTSIDE

Small yard to the rear.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas central heating.

EPC RATING

Flat 1, 2, 2A, 3, 4, 5, 7: D

Flat 4A: E

Flat 5A: C

Flat 6 and The Lodge: To be confirmed.

COUNCIL TAX BAND

Flat 1, 2A, 3, 4, 4A, 5, 5A, 6, 7: A

Flat 2 and The Lodge: No banding information available on Local Authority website.

TENURE

Freehold subject to tenancies.

TENANCIES

Flat 1: Occupation commenced: 25/07/2025, Rent payable: £450 p.c.m.

Flat 2: Occupation commenced: 15/03/2023, Rent payable: £475 p.c.m.

Flat 2A: Vacant

Flat 3: Vacant

Flat 4: Vacant

Flat 4A: Occupation commenced: 28/07/2022, Rent payable: £495 p.c.m.

Flat 5: Occupation commenced: 01/12/2023, Rent payable: £575 p.c.m.

Flat 5A: Occupation commenced: 14/03/2022, Rent payable: £450 p.c.m.

Flat 6: Occupation commenced: 09/05/2017, Rent payable: £350 p.c.m.

Flat 7: Vacant

The Lodge: Occupation commenced: 08/07/2022, Rent payable: £550 p.c.m.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

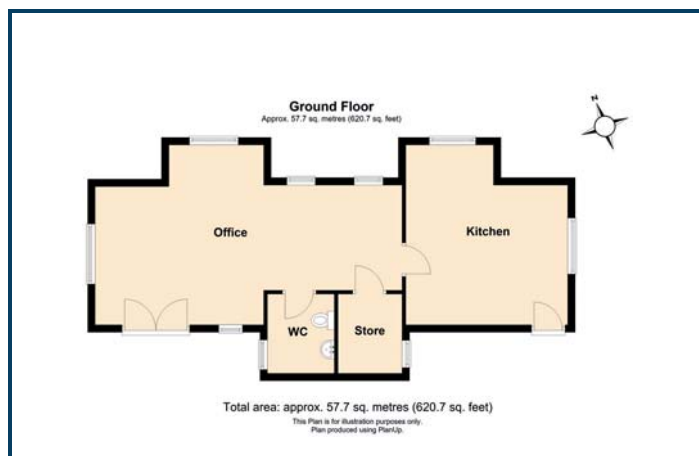
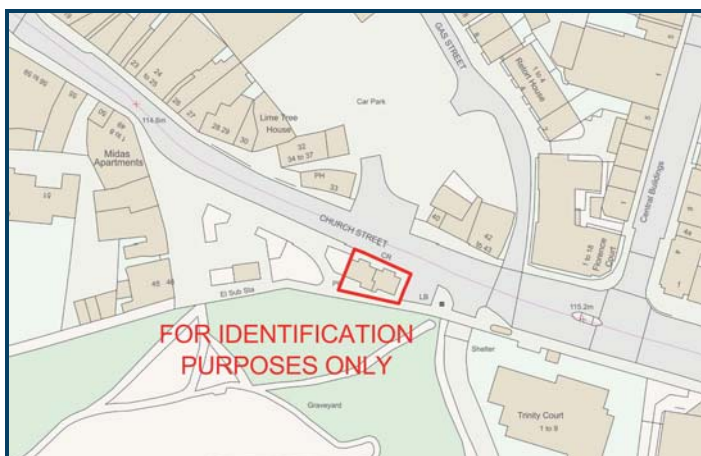
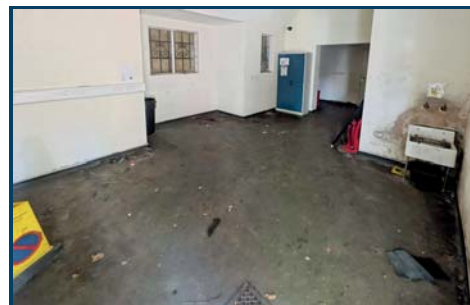
Buyer's Premium: £2,160 (£1,800 plus VAT)

Please see the legal pack for any further costs

**LOT
2**

Building, Church Street, Rugby CV21 3PU

***Guide Price: £20,000 - £40,000**



DESCRIPTION

Detached building in the centre of Rugby. Recently being used for storage, including kitchen area and W.C. facilities, historically a Public Convenience. Requiring some improvements.

NOTE: The title currently provides for a restriction on use as a 'storage facility and operational base'. The sale will be subject to an overage clause in favour of the seller. Further details within the Legal Pack.

ACCOMMODATION

Area 1: 20 ft 8 in max x 16 ft 3 in max

Area 2: 6 ft 8 in x 5 in

Store: 15 ft 9 in x 14 ft 1 in

W.C.

OUTSIDE

On street parking.

SERVICES AND HEATING

Electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

EPC - D

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

Buyers Premium: £900 (£750 plus VAT)

Please see the legal pack for any further costs.

**LOT
3**

Land, Bridgeman Road, Radford, Coventry CV6 1NS

***Guide Price: £55,000 - £75,000**



DESCRIPTION

Parcel of land approximately 0.3 acres, to the rear of existing properties. Accessed via 2 entrances (one with secured gates), with potential for various uses (subject to consents). Within a popular residential area. Ideal investment.

LOCATION

The land can be accessed via secured gates on Bridgeman Road and alternative access off Hollow Crescent.

PLANNING

For further information please contact Coventry City Council.

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

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

Buyers Premium: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

Guide to *Buying* at Auction

Buying a property at auction may feel overwhelming, but it's actually very simple. To help you get started, here is our **10 step guide** to successful buying at auction.



1 Research

Make sure you fully understand the process of property auctions before you commit to purchasing a property (including attending/viewing an auction). The most important thing to know is there's no backing out when you have exchanged a contract under auction rules.



2 Property Search

Once you know what you're looking for, use our online search to find properties in your desired area, register for our property alerts or speak to your local Loveitts team to ask their advice and keep you updated.



3 Viewings

We highly recommend viewing a property in person before bidding. This is a great opportunity to ask any questions you may have or identify any required building/repair works. Many properties will also have a video tour.



4 Survey

You should consider having a survey or inspection of the property before you bid – especially if the property isn't in the best condition or you have any concerns.



5 Read the legal pack

The legal pack contains important information that will ensure you are fully informed before bidding. This could be searches and planning permissions or even additional fees. It will also set out any Special Conditions of Sale.



6 Solicitor

Prior to the auction, you will need to appoint a solicitor. You may also want to ask your solicitor to review the legal pack to highlight certain things you missed or should be aware of.



7 Funds

On the day of the auction, you will need access to funds to pay applicable fees including a 10% deposit (subject to a minimum amount). On completion you will need the remainder of the purchase price and any fees mentioned in the Special Conditions of Sale. If you aren't a cash buyer, ensure your financial lending is organised in time.



8 Set a budget

Taking into consideration any deposits, fees and financial lending, as well as any funds you may need to invest into the property, make sure you set a maximum bid amount. Do not bid beyond your means as a final winning bid is legally binding and you risk losing your deposit and possibly have costs awarded against you.



9 Pre-auction

If not attending in person, make sure you register to bid before any deadlines and review any last minute changes or updates to the lot you're bidding on. Some sellers are open to a pre-auction offer, however this would likely need to be above guide price to be considered.



10 Auction day

If your bid is the highest when the final hammers falls, you exchange contracts, and the sale is now legally binding for both parties. Make sure you speak to your insurers, as after exchange, you will be responsible for the insurance of the property.

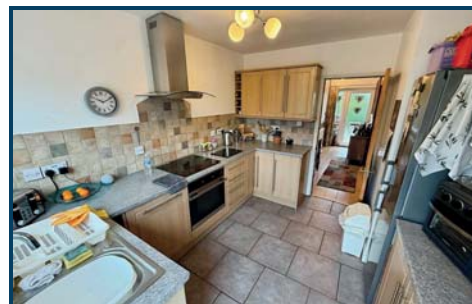
If you're ready to find your next property at auction, search our current lots or **register for property alerts** today.

Now all you have to do is sit back and relax knowing you can pick up the keys in a matter of weeks.

**LOT
4**

17 Tivey Court Road, Longford, Coventry CV6 7EX

***Guide Price: £145,000 - £165,000**



DESCRIPTION

Well presented, 3 bedroom, end terrace property with allocated parking. Located off Windmill Road, overlooking Longford Park. Ideal family home or investment opportunity.

ACCOMMODATION

GROUND FLOOR

Porch:

Hallway:

Lounge/Diner: 18 ft 4 in x 11 ft 9 in

Kitchen: 11 ft 9 in x 9 ft 5 in

Conservatory/Utility room: 10 ft x 4 ft 5 in

FIRST FLOOR

Bedroom 1: 11 ft 3 in x 9 ft 8 in

Bedroom 2: 10 ft 7 in max x 9 ft 1 in max

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

Bathroom:

W.C.:

OUTSIDE

Front: Garden.

Rear: Paved garden.

Parking space to the rear.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - C

COUNCIL TAX BAND - A

TENURE

Freehold with vacant possession.

Service charge for maintenance of communal areas: £484 p.a.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

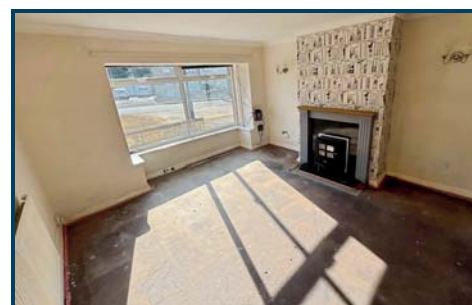
Buyers Premium: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

**LOT
5**

6 Marina Close, Canley, Coventry CV4 8BA

***Guide Price: £110,000 - £130,000**



DESCRIPTION

3 bedroom semi-detached property with garage/workshop, requiring some redecoration. Located within a cul-de-sac off Charter Avenue and approximately 0.5 miles to Tile Hill train station. Ideal investment opportunity or family home.

NOTE

The property is non standard construction. Buyers should check with lenders as to their requirements.

ACCOMMODATION

GROUND FLOOR

Hallway:

Lounge: 13 ft 3 in max x 12 ft 8 in max

Dining area: 10 ft x 8 ft 7 in

Kitchen: 8 ft 9 in x 8 ft 5 in

FIRST FLOOR

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

Bedroom 2: 12 ft 7 in max x 9 ft 1 in

Bedroom 3: 7 ft 1 in max x 8 ft 6 in

Bathroom:

OUTSIDE

Front: Driveway, garden

Garage/workshop: 11 ft 3 in max, 8 ft 2 in min x 16 ft 11 in max

Rear: W.C. Stores and garden.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - C

COUNCIL TAX BAND - A

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

Buyers Premium: £1,440 (£1,200 plus VAT)

Please see the legal pack for any further costs.

Common-sense auction finance delivered fast.

When you're buying at auction, you need a lender who can work quickly to provide the finance you need – fast.

So when time is of the essence, we empower our team to make straightforward decisions to give you the fastest possible answer when you need it the most.

With over 15 years' experience in auction finance, you can trust our common-sense lending approach on a wide range of residential or commercial properties and for a variety of personal circumstances – including if you're self-employed or retired.

Bid with confidence on your next auction purchase.

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

Together is a trading style of each of the undernoted companies, which have their registered office address at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW.

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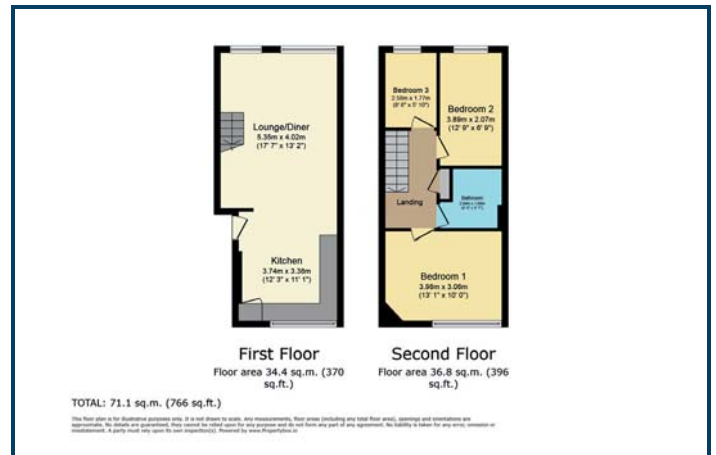
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**LOT
6**

28 Branstree Drive, Holbrooks, Coventry CV6 6GB

***Guide Price: £80,000 - £100,000**



DESCRIPTION

3 bedroom, end terrace, duplex maisonette plus 2 parking spaces, fully refurbished in 2025 with electric heating and double glazing. Located in a popular residential area. Leasehold with approximately 128 years remaining. Ideal investment opportunity/family home.

ACCOMMODATION

GROUND FLOOR

Communal entrance and store.

Stairs leading to:

FIRST FLOOR

Kitchen area: 12 ft 7 in x 11 ft 4 in

Lounge area: 17 ft 8 in x 13 ft 5 in

SECOND FLOOR

Bedroom1: 13 ft 5 in x 10 ft 3 in

Bedroom 2: 13 ft 2 in x 7 ft 2 in

Bedroom 3: 9 ft 1 in x 5 ft 11 in

Bathroom:

OUTSIDE

Driveway with 2 parking spaces.

SERVICES AND HEATING

Electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Electric central heating.

EPC RATING - C

COUNCIL TAX BAND - A

TENURE

Leasehold with vacant possession

Term: 03/09/2008 to 28/09/2154

Ground rent: £500 p.a.

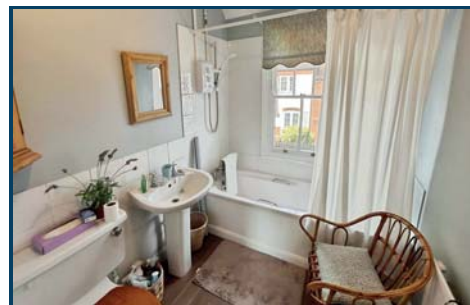
Service charge: N/A

ADDITIONAL COSTS

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

Buyers premium: £1,440 inc VAT (£1,200 plus VAT)

Please see the legal pack for any further costs.

**LOT
7**
28 Bleachfield Street, Alcester B49 5BA
***Guide Price: £180,000 - £200,000**


DESCRIPTION

Well presented 2 bedroom, mid terrace cottage with a courtyard and stores to the rear accessed via a shared side entry way. Located less than 1 mile to the town centre and all local amenities.

ACCOMMODATION

GROUND FLOOR

Lounge: 12 ft 6 in max x 10 ft 2 in max

Kitchen/Diner: 13 ft 1 in x 12 ft 5 in max

FIRST FLOOR

Bedroom 1: 10 ft 7 in max x 10 ft 2 in

Bedroom 2: 13 ft 2 in max x 6 ft 4 in

Bathroom:

OUTSIDE

Rear: Courtyard and stores.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - E

COUNCIL TAX BAND - C

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

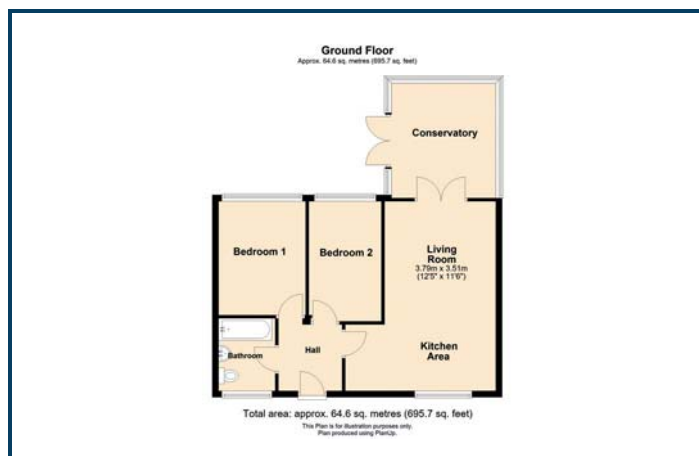
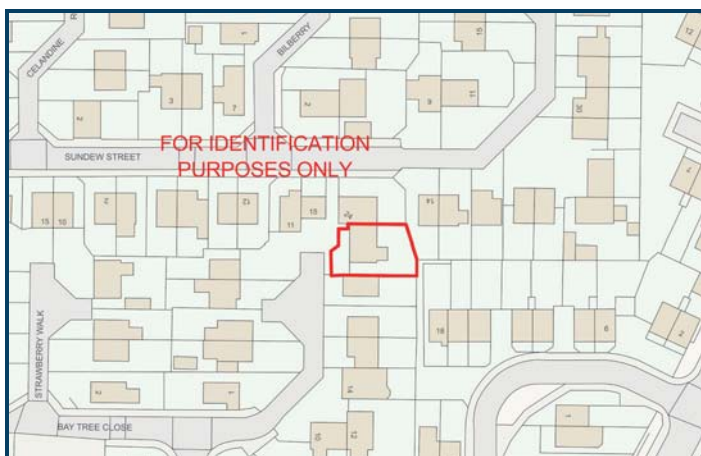
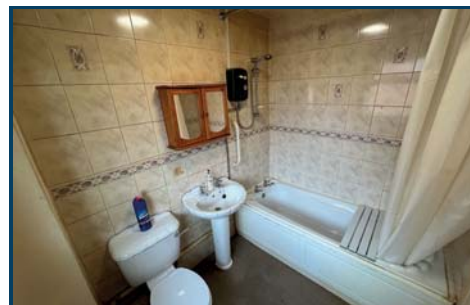
Buyers Premium: £1,680 (£1,400 plus VAT)

Please see the legal pack for any further costs.

**LOT
8**

22 Bay Tree Close, Wood End, Coventry CV2 1HP

***Guide Price: £100,000 - £120,000**



DESCRIPTION

2 bedroom semi-detached bungalow, requiring improvements, with open plan living, conservatory overlooking the garden, plus driveway. Located in a cul-de-sac off Deedmore Road. Ideal investment opportunity.

ACCOMMODATION

GROUND FLOOR

Hallway:
Kitchen: 15 ft 5 in x 6 ft 8 in
Lounge: 12 ft 7 in x 11 ft 5 in
Conservatory: 9 ft 2 in x 7 ft 9 in
Bedroom 1: 11 ft 7 in x 9 ft
Bedroom 2: 12 ft 3 in x 7 ft 4 in
Bathroom:

OUTSIDE

Front: Driveway.
Rear: Garden.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - C

COUNCIL TAX BAND - A

TENURE

Freehold with vacant possession.

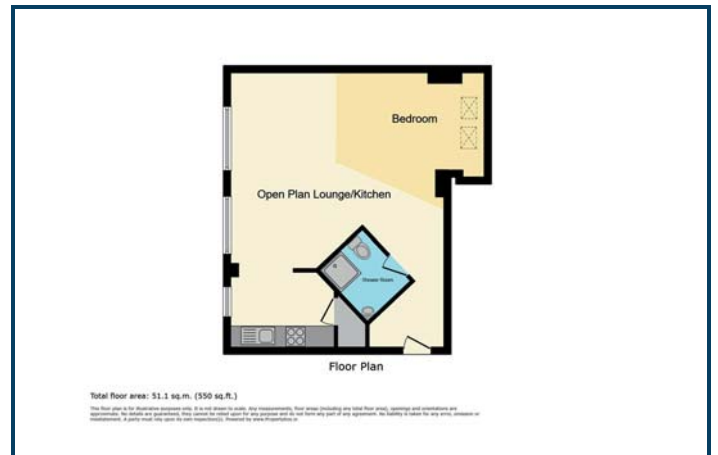
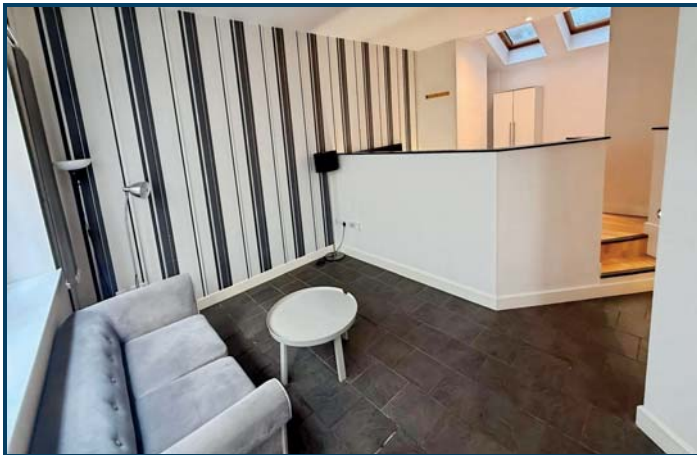
ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)
Buyers Premium: £1,440 (£1,200 plus VAT)
Please see the legal pack for any further costs.

**LOT
9**

Apartment 4, Sun House, 9 Bennetts Hill, Birmingham City Centre B2 5RS

***Guide Price: £50,000 - £70,000**



DESCRIPTION

Well presented one bedroom first floor studio apartment with secure entry system and lift access. The building was the former Sun Alliance Bank and is Grade II listed. Situated in the heart of Birmingham City Centre within the exclusive area of Temple Row and walking distance to New Street Station and local amenities. Potential to achieve yield circa 18% p.a. once fully let. Leasehold with 126 years remaining. Ideal investment opportunity.

ACCOMMODATION

FIRST FLOOR

Hallway:

Lounge area: 16 ft 4 in max x 9 ft 8 in max

Kitchen: 9 ft 3 in max x 9 ft 2 in

Bedroom: 13 ft 5 in max x 12 ft max

Shower room:

SERVICES AND HEATING

Mains electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Electric underfloor heating.

EPC RATING - E

COUNCIL TAX BAND - D

TENURE

Leasehold with vacant possession.

Term: 150 years from 24/12/2002

Ground rent: £200 p.a.

Service charge: £1,587.12 per 6 months

Service charge period: 01/07/2026 - 31/12/2026

ADDITIONAL COSTS

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

Buyers Premium: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

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In Room

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Online Bidding

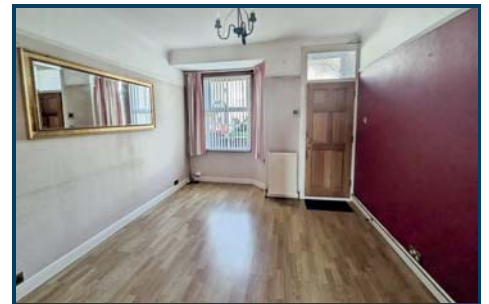
You can bid in real time over the internet.

Complete the bidding registration online at
loveitts.co.uk/auctions

**LOT
10**

109 Kingsland Avenue, Chapel Fields, Coventry CV5 8DZ

***Guide Price: £120,000 - £140,000**



DESCRIPTION

2 bedroom mid terrace property, with ground floor wet room, requiring redecoration. Located in a popular residential area, within 1 mile to Earlsdon high street. Ideal investment opportunity or family home.

ACCOMMODATION

GROUND FLOOR

Hallway:

Lounge: 13 ft 3 in x 10 ft 10 in

Kitchen/Diner: 11 ft 5 in x 10 ft 10 in

Wet room:

FIRST FLOOR

Bedroom 1: 11 ft 3 in x 9 ft 10 in

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

OUTSIDE

Front: Garden.

Rear: Garden.

On street parking .

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - C

COUNCIL TAX BAND - A

TENURE

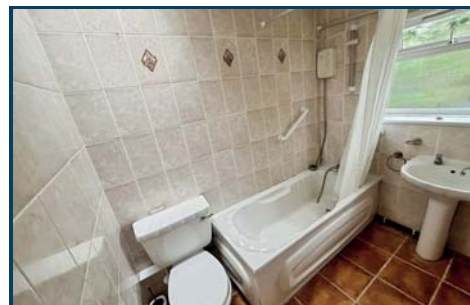
Freehold with vacant possession.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

Buyers Premium: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

**LOT
11**
308 Greendale Road, Whoberley, Coventry CV5 8LY
***Guide Price: £95,000 - £105,000**


DESCRIPTION

3 bedroom mid terrace bungalow, plus conservatory requiring improvements. Located in a popular residential area off Allesley Old Road and Brookside Avenue. Ideal investment opportunity.

ACCOMMODATION

GROUND FLOOR

Hallway:

Kitchen: 11 ft 3 in x 7 ft 2 in

Lounge: 17 ft 2 in x 13 ft

Conservatory: 16 ft 10 in max x 11 ft 3 in max

Bathroom:

Bedroom 1: 12 ft 11 in x 9 ft 6 in

Bedroom 2: 10 ft 11 in x 6 in

Bedroom 3: 10 ft 11 in x 6 ft 5 in

OUTSIDE

Front: Garden.

Rear: Garden.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas heating.

EPC RATING - D

COUNCIL TAX BAND - A

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

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

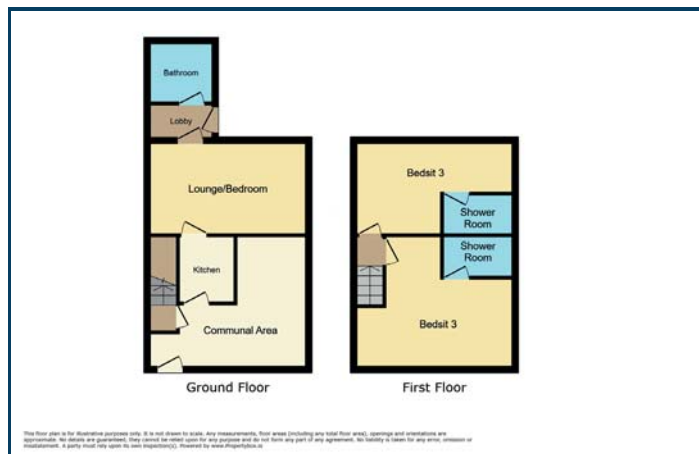
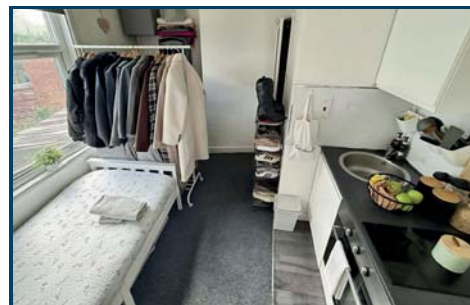
Buyers Premium: £1,200 (£1,000 plus VAT)

Please see the legal pack for any further costs.

**LOT
12**

48 Blythe Road, Hillfields, Coventry CV1 5AW

***Guide Price: £90,000 - £110,000**



DESCRIPTION

Tenanted investment opportunity, comprising of 1 x studio on the ground floor, plus 2 x bedsits with en-suites to the first floor. Requiring redecoration. Current rent payable £14,700 p.a yield circa 14%

ACCOMMODATION

GROUND FLOOR

Communal area:

Studio flat 1

Kitchen: 6 ft 7 in x 6 ft 3 in

Lounge/bedroom: 11 ft 2 in x 10 ft

Bathroom:

FIRST FLOOR

Bedsit 2

Lounge/bedroom/kitchen: 15 ft max x 9 ft 8 in

Shower room:

Bedsit 3

Lounge/bedroom/kitchen: 11 ft 9 in x 9 ft 6 in

Shower room:

OUTSIDE

Garden to the rear.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas central heating.

EPC RATING

Studio flat 1: D

Bedsit 2 and 3: C

COUNCIL TAX BAND

All are band A

TENURE

Freehold subject to tenancies.

TENANCY

Flat 1: Occupation commenced: 16/05/2018, Rent payable: £425 p.c.m.

Flat 2: Occupation commenced: 21/12/2020, Rent payable: £450 p.c.m.

Flat 3: Occupation commenced: 06/07/2021, Rent payable: £350 p.c.m.

ADDITIONAL COSTS

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

Buyers Premium: £1,440 (£1,200 plus VAT)

Please see the legal pack for any further costs.



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**LOT
13**

51 Harefield Road, Lower Stoke, Coventry CV2 4BX

***Guide Price: £120,000 - £140,000**



DESCRIPTION

Mid terrace property with 3 bedrooms, 2 reception rooms and ground floor bathroom requiring improvements. Located in a popular area of Lower Stoke, just off Binley Road. Ideal investment opportunity or family home.

ACCOMMODATION

GROUND FLOOR

Hallway:

Lounge: 13 ft 11 in max x 9 ft 11 in

Dining room: 13 ft 4 in max x 11 ft 8 in

Kitchen: 9 ft 6 in x 6 ft

Bathroom:

FIRST FLOOR

Bedroom 1: 12 ft 1 in x 11 ft 8 in

Bedroom 2: 13 ft 3 in max x 11 ft 10 in

Bedroom 3/dressing room: 8 ft 11 in x 5 ft 11 in

OUTSIDE

Front: Paved area.

Rear: Garden to the rear.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas central heating.

EPC RATING - D

COUNCIL TAX BAND - A

TENURE

Freehold with vacant possession.

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)

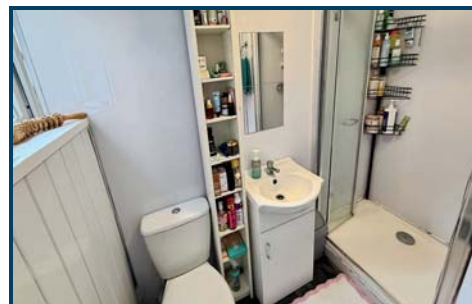
Buyers Premium: £1,440 (£1,200 plus VAT)

Please see the legal pack for any further costs.

**LOT
14**

134 Bolingbroke Road, Lower Stoke, Coventry CV3 1AS

***Guide Price: £125,000 - £145,000**



DESCRIPTION

Part tenanted, mid terrace property, comprising of 1 bedsit and 1 x flat to the ground floor, plus 1 bedsit and studio flat to the first floor. Requiring redecoration. Located in a popular residential area off Humber Road. Current rent payable £14,100 p.a Circa 10% yield with potential to increase once fully let. Ideal investment opportunity.

ACCOMMODATION

GROUND FLOOR

Hallway:
Room 1 plus ensuite: 8 ft 11 in x 7 ft 8 in
Flat 1: Kitchen/lounge: 11 ft 11 in x 11 ft 6 in
Bedroom: 10 ft 10 in x 6 ft 10 in

SHOWER ROOM:

FIRST FLOOR

Flat 2:
Lounge/kitchen/Bedroom: 12 ft max x 11 ft 6 in max
Shower room:
Flat 2A Flat
Lounge/bedroom: 12 ft 1 in x 11 ft 7 in
Kitchen: 7 ft 6 in x 7 ft 1 in
Shower room:
W.C.

OUTSIDE

Garden to the rear.

On street parking.

SERVICES AND HEATING

Mains gas, electricity, water and sewage are supplied to the property. (No tests have been carried out and we are therefore unable to confirm connections.)

Gas central heating.

EPC RATING

Room 1: To be confirmed.
Flat 1, Flat 2, Flat 2A: C

COUNCIL TAX BAND

Room 1 and Flat 2A: No banding information available on Local Authority website
Flat 1, Flat 2: A

TENURE

Freehold subject to tenancies.

TENANCIES

Room 1: Vacant
Flat 1: Vacant
Flat 2: Occupation commenced: 27/01/2023, Rent payable: £525 p.c.m.
Flat 2 A: Occupation commenced: 07/01/2026, Rent payable: £650 p.c.m

ADDITIONAL COSTS

Administration Fee: £1,440 (£1,200 plus VAT)
Buyer's Premium: £1,440 (£1,200 plus VAT)
Please see the legal pack for any further costs

Guide to *Selling* at Auction

If you're considering selling your home, auction is a great choice for a quick, stress-free sale. Our **10 step guide** below will help you understand more about the auction process.



Advice

Speak to your local Loveitts team and arrange a property appraisal. We'll advise on the best route of sale, suggest a guide price and potential reserve.



Instruction

Once you've confirmed you'd like to proceed, we'll prepare all necessary paperwork and liaise with your solicitor to produce a legal pack and maintain close contact with you throughout the selling process.



Approval

We'll provide you with property details and marketing materials for your approval. These will then be used for advertising the property across our website, catalogues, and other marketing channels to generate the maximum interest.



Marketing

We will market your property extensively online and in print, both regionally and across our national network. We will erect a 'For Sale' board and prepare a video tour where appropriate.



Viewings

We typically organise viewings to suit buyers. A member of the team will be present to provide information to prospective buyers.



Catalogue

Your property will be added into the upcoming auction catalogue which is distributed to interested parties across email, direct post, social media and the website.



Reserve Price

The reserve price is the minimum amount you would be happy to sell the property for. We will discuss and agree this with you approximately two days before the auction, and this will remain confidential.



Pre-Auction Offers

Occasionally, you may receive a pre-auction offer. If you accept this offer, it would be subject to the same auction conditions.



Auction day

If the bidding meets the reserve price on the day, the successful bidder will enter into a legally binding contract, giving you reassurance that the sale is secure.



Completion

After the auction day, your solicitors will handle the remainder of the sales process. Completion will take place within 28 days after exchange (unless agreed prior to auction otherwise).

Ready to take the *first step*?

Book a valuation or get in touch with the Loveitts auction team today!

Common Auction Conditions (Edition 4)

REPRODUCED WITH THE CONSENT OF THE RICS

Introduction The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated.			base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.			
Glossary The glossary gives special meanings to certain words used in the conditions.			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).			A42
Auction Conduct Conditions The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.			OLD ARREARS ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.			A43
SALE CONDITIONS The Sale Conditions apply only to property in England and Wales, and 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. They must not be used if other standard conditions apply.			PARTICULARS The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).			A44
			PRACTITIONER An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).			A45
			PRICE The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.			A51
			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.			A62
			SPECIAL CONDITIONS The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.			A63
			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.			A64
			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.			A65
			SPECIAL CONDITIONS Those of the SALE CONDITIONS so headed that relate to the LOT.			A66
			TENANCIES TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.			A67
			TENANCY SCHEDULE The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.			A68
			TRANSFER TRANSFER includes a conveyance or assignment (and "to TRANSFER" includes "to convey" or "to assign").			A69
			TUPE The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.			A70
			VAT Value Added Tax or other tax of a similar nature.			A71
			VAT OPTION An option to tax.			A72
			WE (and US and OUR) The AUCTIONEERS.			A73
			YOU (and YOUR) Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.			A74
			AUCTION CONDUCT CONDITIONS Words in small capitals have the special meanings defined in the Glossary. The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be dispensed or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.			A75
			A1 INTRODUCTION The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.			A76
			A12 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.			A77
			A2 OUR ROLE 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 or fails to provide identification as required by the AUCTIONEERS.			A78
			A22 OUR decision on the conduct of the AUCTION is final.			A79
			A23 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.			A80
			A24 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.			A81
			A25 WE may refuse to admit one or more persons to the AUCTION without having to explain why.			A82
			A26 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.			A83
			A3 BIDDING AND RESERVE PRICES All bids are to be made in pounds sterling exclusive of VAT. WE may refuse to accept a bid. WE do not have to explain why. If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.			A84
			A34 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.			A85
			A35 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.			A86
			A4 THE PARTICULARS AND OTHER INFORMATION WE have taken reasonable care to prepare PARTICULARS that			A87
			correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct. If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT. The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions. If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.			A88
			A5 THE CONTRACT A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT. YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable). YOU must be ready to complete 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. 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. The deposit (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER's conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment); (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations; (c) is to be held by US (or, at OUR option, the SELLER's conveyancer); and (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.			A89
			A56 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.			A90
			A57 Where WE hold the deposit as stakeholder WE 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.			A91
			A58 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.			A92
			A59 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.			A93
			A6 EXTRA AUCTION CONDUCT CONDITIONS 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.			A94
			GENERAL CONDITIONS OF SALE Words in small capitals have the special meanings defined in the Glossary. The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be dispensed or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.			A95
			G1 THE LOT The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION. The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION. The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS: (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) outgoings and other liabilities; (g) any interest which overrides, under the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and enquires a prudent BUYER would make, whether or not the BUYER has made them; and @ anything the SELLER does not and could not reasonably know about.			A96
			G15 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.			A97
			G16 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			A98

Common Auction Conditions (Edition 4)

REPRODUCED WITH THE CONSENT OF THE RICS

G17	them and keep the SELLER indemnified.	G46	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 Money Laundering Regulations and Land Registry Rules.	G10 G101	other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
	The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:				
G18	(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and	G5 G51	TRANSFER Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS	G102	INTEREST AND APPORTIONMENTS 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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
	(b) the SELLER is to leave them at the LOT.		(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 G52 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and		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 promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
G19	The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER's conveyancer's written replies to written enquiries to the extent stated in those replies.	G52	(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.	G103	Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
G2	DEPOSIT		If the SELLER has any liability (other than to the BUYER) 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.		(a) the BUYER is liable to pay interest; and
G21	The amount of the deposit is the greater of:	G53	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.	G104	(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.
G22	(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and		Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER		Apportionments are to be calculated on the basis that:
G23	(b) 10% of the PRICE (exclusive of any VAT on the PRICE).	G54	(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;	G105	(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
G24	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.		(b) the form of new lease is that described by the SPECIAL CONDITIONS; and		(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
G3	BETWEEN CONTRACT AND COMPLETION	G55	(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.	G11 G111	(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
G31	From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless:		COMPLETION 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.		If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
G32	(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or	G6 G61	(a) direct TRANSFER from the BUYER's conveyancer to the SELLER's conveyancer; and	G112	ARREARS Part 1 – Current rent
	(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT. If the SELLER is required to insure the LOT then the SELLER		(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER's conveyancer may agree.		G111 "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 on the most recent rent payment date on or within four months preceding COMPLETION.
G33	(a) must produce to the BUYER on request all relevant insurance details;	G62	Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER's conveyancer's client account or as otherwise required by the terms of the CONTRACT.	G113	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.
	(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;		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.		Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
G34	(c) gives no warranty as to the adequacy of the insurance;	G63	Where applicable the CONTRACT remains in force following COMPLETION.	G114	Part 2 – BUYER to pay for ARREARS
	(d) must 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;		NOTICE TO COMPLETE 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.		G114 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
G35	(e) must, 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	G64	The person giving the notice must be READY TO COMPLETE.	G115	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.
	(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;		If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:	G116	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.
G36	and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).	G65	(a) terminate the CONTRACT;	G117	Part 3 – BUYER not to pay for ARREARS
G37	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.		(b) claim the deposit and any interest on it if held by a stakeholder;		G117 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
G38	Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.	G66	(c) forfeit the deposit and any interest on it;	G118	(a) so state or
G39	Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.		(d) resell the LOT; and		(b) give no details of any ARREARS.
G4	TITLE AND IDENTITY	G67	(e) claim damages from the BUYER.	G119	While any ARREARS due to the SELLER remain unpaid the BUYER must:
G41	Unless CONDITION G42 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.		(f) if the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:		(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
G42	The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:	G68	(a) terminate the CONTRACT; and	G12 G121	(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);
	(a) 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.		(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.		(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;
G43	(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE 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.	G69	IF THE CONTRACT IS BROUGHT TO AN END If the CONTRACT is lawfully brought to an end.	G122	(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;
	(c) If title is in the course of registration, title is to consist of:		(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and	G123	(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
G44	(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;	G70	(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 G73.		(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.
	(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and	G71	LANDLORD'S LICENCE Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.	G124	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.
G45	(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER		The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.	G125	MANAGEMENT This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
	(d) 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.	G72	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 ('licence notice').	G126	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
G46	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):		The SELLER must	G127	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 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	G73	(a) use all reasonable endeavours to obtain the licence at the SELLER's expense; and	G128	(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;
G47	(b) the covenant set out in section 41(b) 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.		(b) enter into any Authorised Guarantee Agreement ('AGA') properly required (procuring a guarantee of that AGA if lawfully required by the landlord).	G129	(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
	The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.	G74	The BUYER must promptly	G130	(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.
G48	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.		(a) provide references and other relevant information; and	G131	
		G75	(b) comply with the landlord's lawful requirements.		
G49			If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the	G132	
		G76			

Common Auction Conditions (Edition 4)

REPRODUCED WITH THE CONSENT OF THE RICS

G43	RENT DEPOSITS	G49	SALE BY PRACTITIONER	G234	The SELLER must promptly:
G431	Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.	G491	This CONDITION G49 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.	G234	(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
G432	The remainder of this CONDITION G43 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G43 'rent deposit deed' means the deed or other DOCUMENT under which the rent deposit is held.	G492	The PRACTITIONER has been duly appointed and is empowered to sell the LOT.	G235	(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
G433	If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.	G493	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.	G236	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.
G434	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:	G494	The LOT is sold	G237	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.
	(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;		(a) in its condition at COMPLETION;		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.
	(b) give notice of assignment to the tenant; and		(b) for such title as the SELLER may have; and	G238	The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
	(c) give such direct covenant to the tenant as may be required by the rent deposit deed.	G495	(c) with no title guarantee;	G24	TENANCY RENEWALS
G44	VAT		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.	G241	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.
G441	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.		Where relevant:	G242	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.
G442	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.	G496	(a) 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	G243	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.
G45	TRANSFER AS A GOING CONCERN	G20	(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.	G244	Following COMPLETION the BUYER must:
G451	Where the SPECIAL CONDITIONS so state:	G201	The BUYER understands this CONDITION G49 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.		(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
	(a) 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	G202	TUPE		(b) 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
	(b) this CONDITION G45 applies.		If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.		(c) 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.
G452	The SELLER confirms that the SELLER:		If the SPECIAL CONDITIONS do state "there are no employees to which TUPE applies" the following paragraphs apply:	G245	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.
	(a) is registered for VAT, either in the SELLER's name or as a member of the same VAT group; and	G21	(a) 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.	G25	WARRANTIES
	(b) 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.	G211	(b) The BUYER confirms that it will comply with its obligations under TUPE, and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.	G251	Available warranties are listed in the SPECIAL CONDITIONS.
G453	The BUYER confirms that:	G212	(c) 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.	G252	Where a warranty is assignable the SELLER must:
	(a) it is registered for VAT, either in the BUYER's name or as a member of a VAT group.		(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.		(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
	(b) 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.	G22	ENVIRONMENTAL		(b) 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.
	(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it and	G221	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.	G253	If a warranty is not assignable the SELLER must after COMPLETION:
	(d) it is not buying the LOT as a nominee for another person.	G222	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.		(a) hold the warranty on trust for the BUYER; and
G454	The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:	G223	The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.	G26	NO ASSIGNMENT
	(a) of the BUYER's VAT registration;		SERVICE CHARGE		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.
	(b) that the BUYER has made a VAT OPTION; and	G224	This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.	G27	REGISTRATION AT THE LAND REGISTRY
	(c) 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 G44 applies at COMPLETION.		No apportionment is to be made at COMPLETION in respect of service charges.	G271	This CONDITION G27 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:
G455	The BUYER confirms that after COMPLETION the BUYER intends to:		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:		(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
	(a) 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		(a) service charge expenditure attributable to each TENANCY;		(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
	(b) collect the rents payable under the TENANCIES and charge VAT on them.		(b) payments on account of service charge received from each tenant;	G272	(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
G456	If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:		(c) any amounts due from a tenant that have not been received;		This CONDITION G272 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
	(a) 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;		(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.		(a) apply for registration of the TRANSFER;
	(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and		In respect of each TENANCY, if the service charge account shows:		(b) provide the SELLER with an official copy and title plan for the BUYER's new title; and
	(c) if VAT is payable because the BUYER has not complied with this CONDITION G45, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.		(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or		(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.
G46	CAPITAL ALLOWANCES		(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER.	G28	NOTICES AND OTHER COMMUNICATIONS
G461	This CONDITION G46 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.	G225	but in respect of payments on account that are still due from a tenant CONDITION G41 (ARREARS) applies.	G281	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.
G462	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.		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.	G282	A communication may be relied on if:
G463	The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.	G226	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:		(a) delivered by hand; or
G464	The SELLER and BUYER agree:		(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and		(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
	(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G46; and	G23	(b) 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.	G283	(c) 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.
	(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.	G231	RENT REVIEWS		A communication is to be treated as received:
G47	MAINTENANCE AGREEMENTS	G232	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.		(a) when delivered, if delivered by hand; or
G471	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.		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.		(b) 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.
G472	The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.	G233	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.	G29	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
G48	LANDLORD AND TENANT ACT 1987				No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.
G481	This CONDITION G48 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.				
G482	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.				



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