

AUCTION VENUE

Tuesday 24th November 2009 - 2pm

**MANDOLAY HOTEL
36-40 LONDON ROAD
GUILDFORD
SURREY
GU1 2AF**

**Tel - 01483 303030
Fax - 01483 534669
www.guildford.com**

LOCATION PLAN



Directions:

From M25—Take Junction 10 and follow A3 to Guildford, leave the A3 at the A322 Guildford exit. At the end of the slip road turn left towards Guildford and immediately left onto Parkway. Continue on Parkway and take the third exit at the roundabout onto London Road. Continue along London Road for 1 mile, at the traffic lights continue straight, and the Mandolay Hotel will be on your left hand side.



CLARKE  **GAMMON**
WELLERS

YOUR PROPERTY IS OUR CONCERN

Clarke Gammon Wellers is one of Surrey's oldest established Estate Agents, Auctioneers, Surveyors and Valuers

Our Departments include:-

Residential Estate Agency

The sale by private treaty, tender or auction and valuation of Town and Country properties. Extensive coverage through 6 regional offices at Guildford, Godalming, Shere, Haslemere, Liphook and London Mayfair.

Land and New Homes

The sale, appraisal and valuation of development land and new homes.

Commercial Estate Agency

The sale, letting and valuation of a wide range of commercial properties including shops, offices and industrial premises for occupation and investment.

Rural and Agricultural

The sale, letting, management and valuation of rural, agricultural, horticultural and equestrian property and land.

Professional and Surveying

Royal Institution of Chartered Surveyors home buyers report, structural surveys, schedules of condition, arbitrations, dispute resolution and expert witness work.

Residential Lettings and Management

The letting and management of Town and Country properties including houses and flats.

Fine Art Auctions and Valuations

Regular auction sales of antiques, works of art and collectables are undertaken via Ewbank Clarke Gammon Wellers. Auctions also conducted on owner's premises if required. Valuations for probate, insurance and family division.

Dear Reader

Welcome to our autumn catalogue in which we are offering six Lots for sale.

We hope you will find something of interest.

There is an exciting variety of properties in Surrey and Hampshire. We have two Lots of commercial properties suitable for investment; one property in need of modernisation with extensive outbuildings; a five bedroom semi-detached property offering excellent investment potential: an interesting mixed use property comprising a retail shop with flat above; as well as some land with stables suitable for equestrian purposes.

If you have not purchased at auction before here are a few helpful tips:

- Study the catalogue carefully and inspect any properties you are interested in buying.
- Instruct your solicitor to obtain a copy of the legal pack from the seller's solicitors as soon as possible.
- If you require a survey/valuation of the property instruct a Chartered Surveyor in advance of the auction.
- If you require finance to complete your purchase organise this well in advance of the auction.
- On auction day arrive in good time (at least 45 minutes before the start) as you must register and obtain a bidding number.
- Have a drink at the bar, relax and enjoy the experience!!!

If you have any queries about any of the properties or the auction process then please let us know. We will be only too happy to help.

Good Luck

**Anthony Jamieson MRICS
Senior Partner & Auctioneer
Clarke Gammon Wellers**

ORDER OF SALE AND NOTICE TO ALL BIDDERS:

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

1. The attention of prospective Purchasers is drawn to the General Conditions of Sale included with this catalogue and Special Conditions of sale available on application relating to the properties.
2. Prospective Purchasers shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries, with all relevant authorities and other bodies.
3. Prospective Purchasers should always check the addendum sheet and late addendum sheet to see if there are any alterations or amendments to the particulars of the Property or Properties that they are interested in bidding for. These are available in the Auction room at the enquiry desk.
4. As soon as the Auctioneer's gavel falls on a bid, a successful bidder is under a binding contract to purchase the relevant property. The Purchaser is immediately at risk in relation to the Property and shall, therefore, be deemed to have made prior arrangements for any insurance cover required.
5. On a property being knocked down, the successful bidder must immediately present to the Auctioneer's clerk his name and address and, if appropriate, the name and address of the person or company on whose behalf he has been bidding. This information will be used to complete a Memorandum of the Contract in the form of the one at the back of the catalogue which the successful bidder must sign and exchange with the Auctioneer's staff prior to leaving the room and at the same time present the Auctioneer with a deposit of 10% of the purchase price (MINIMUM DEPOSIT £2,000.00 unless specified otherwise). In addition, the buyer's fee of £250.00 including VAT will also be applied to this amount. We will also require identification in accordance with the money laundering act. In default of any of the above the Auctioneer shall be entitled, as agent for the Vendor, to treat the failure or default as a repudiation and rescind the contract. Thereafter the Auctioneer shall be entitled to re-submit the property for sale. If a successful bidder does not pay a deposit and/or complete the memorandum the Vendor reserves the right to claim any loss he suffers as a result.
- 5a. Please note we do not accept cash deposits.
6. The Vendor has the right to sell before Auction, or withdraw the Lot, and neither the Auctioneer nor the Vendor is responsible for any abortive costs, losses or damages of a prospective Purchaser. Information as to pre-sale or withdrawal of a Lot can be obtained from enquiry of the Auctioneers at any time prior to the Auction but valid only up to the time of enquiry.
7. Prospective Purchasers are strongly advised to check these particulars as to measurements, areas, and all other matters to which the properties are expressed to be subject to or have the benefit of and in respect of any contents, fixtures or fittings expressed to be included in the sale by making inspection of the property and all the necessary enquiries with Clarke Gammon Wellers, the Vendor, the Vendor's professional advisers, and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
8. All Location Plans published in the Particulars of Sale are to enable prospective Purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be sold but are for identification only. The boundary lines and numbers on the photographs are again only to enable prospective Purchasers to locate the property and are not intended to depict the interest to be sold. Purchasers are advised to view the Special Conditions in respect of the precise interest to be conveyed.
9. Any guide prices issued, or any estimates or values mentioned in negotiations or discussions, cannot be relied upon by prospective Purchasers as representing professional valuations for any purpose in accordance with the requirements or guidance notes of relevant professional bodies, or other authorities. In all respects prospective Purchasers are deemed to have relied upon their own knowledge or the advice of their own professional or other advisers.
10. Inspection of Investment properties by courtesy of the Tenants. Inspection of properties with vacant possession only by arrangement with the Auctioneers. Interested parties must ring the office to discuss viewing arrangements or book keys before making their journey.
11. PURCHASERS ARE DEEMED TO VERIFY FOR THEMSELVES WHETHER TENANTED PROPERTIES ARE OCCUPIED AND RENTS BEING PAID.
12. PLEASE NOTE: THAT YOU WILL NOT BE ENTITLED TO KEYS OR ACCESS TO VACANT PROPERTIES UNTIL COMPLETION OF SALE. IF ACCESS IS REQUIRED IT MAY BE ARRANGED THROUGH THE AUCTIONEERS OFFICES WITH THE PERMISSION OF THE SELLER. A CHARGE WILL BE LEVIED IF AN ACCOMPANIED VIEWING IS NECESSARY.
13. Please ensure you have read the Special Conditions of Sale before bidding for each Lot.
14. Ordnance Survey plans/floor plans within this Catalogue are for reference purposes only. Bidders shall be deemed to have satisfied themselves as to the extent of the property.
15. **ALL BIDDERS MUST REGISTER BEFORE THE AUCTION AND OBTAIN A BIDDING REGISTRATION NUMBER.**
16. **LEGAL PACKS FOR EACH PROPERTY SHOULD BE OBTAINED DIRECTLY FROM THE VENDOR'S SOLICITORS UNLESS OTHERWISE STATED.**

LOT 1

ADDRESS Sayes Court Farm, Templefield Close, Addlestone, Surrey, KT15 1LR

DESCRIPTION A semi-derelict house in need of total modernisation and refurbishment, with an extensive range of outbuildings being set in 7.66 ha (18.929 acres).



ACCOMMODATION **The current accommodation** comprises 3 bedrooms; bathroom; separate wc; sitting room; kitchen, separate breakfast room; large attic space. The building measures approximately 958sq.ft. gross external.
The annexe is built of rendered block and brick elevations, being of single skin construction with a felt flat roof and currently comprises bedroom; shower room; kitchen; small sitting room. This area measures approximately 18' x 16'6".
Extensive range of corrugated and asbestos kennels with concrete floor and outside pen—gross footprint of approximately 697 sq.ft.
Further range of dilapidated timber kennels measuring approximately 828sq.ft. gross external.
A range of timber stables comprising 4 loose boxes; tack room and store; further attached hay store extending to approximately 1481sq.ft. gross external.
Timber/log store measuring approximately 220sq.ft. gross external.
There is an extensive land holding made up of a mixture of woodland and rough pasture set in various paddocks and totals approximately 7.66 ha (18.929 acres).

TENURE Freehold with vacant possession upon completion.
NB The Vendors will arrange to clear as much off of the property as possible but prospective purchasers should accept the property as seen.

LOCAL AUTHORITY Runnymede Borough Council, Civic Offices, Station Road, Addlestone, Surrey, KT15 2AH. Telephone: 01932 838383. www.runnymede.gov.uk

VENDOR'S SOLICITORS Guillaumes Gosling & Wilkinson, IbeX House, 61-65 Baker Street, Weybridge, Surrey, KT13 8AH. Mrs. Emma Roderick/Mr. Carl Wolters. Telephone: 01932 840111. Fax: 01932 858092.

VIEWING Strictly by confirmed appointment with the Auctioneers—01483 880900.

DIRECTIONS From the A3 in a northbound direction leave at the Painshill Junction and bear left at the Painshill roundabout taking the first exit onto the A245 Byfleet Road. At the next roundabout take the 1st exit into Parvis Road, then at the next roundabout turn right into Sopwith Drive and continue to the next roundabout turning left. At the next roundabout go straight across into Oyster Lane A318 and continue along this road underneath the railway bridge. At the next roundabout turn right (still A318) into New Haw Road. Continue on this road and turn left into Liberty Lane, continue into Orchard Way and after 200 metres turn left into Brookhurst Road and first right into Templefield Close and after 75 metres the driveway to Sayes Court Farm is found on the right hand side.

AUCTION GUIDE PRICE Offers in excess of £400,000 for the freehold.

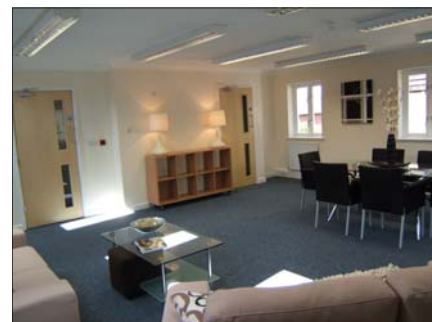
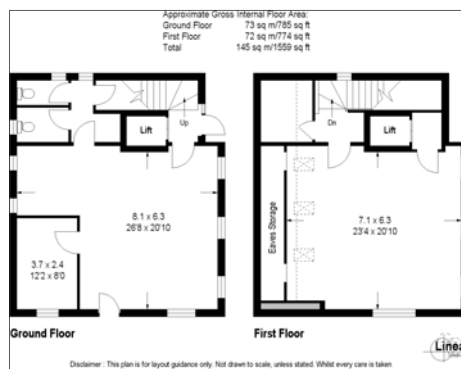
TELECOMS MAST An agreement has been entered into with Orange for a ten year lease from the 21st March 2000 at a rent of £3,395.84 per annum for a telecoms mast to be situated on the land.

LOT 2

ADDRESS 5 Ardington Courtyard, Roke Lane, Witley, Nr. Godalming, Surrey, GU8 5NF

SITUATION The property is set in a private courtyard close to the heart of the village of Witley lying 3 miles from Godalming and 7 miles from Guildford. It is situated just off the A283 Godalming to Petworth Road and the A3 London to Portsmouth trunk road can be accessed within one mile. Main line railway access is available at both Witley and Milford stations, which provide a fast and frequent service into London Waterloo, both being less than 2 miles away.

DESCRIPTION The property comprises a recently built detached two storey commercial property comprising approximately 145sq.m. (1559sq.ft.) gross internal floor area together with four car parking spaces to the front and four in the rear courtyard.



ACCOMMODATION Ground Floor:-
Large Office Area measuring 26'8" x 20'10"
Smaller Office to the front measuring 12'2" x 8'0"
Kitchenette
Rear Hall with two separate **Cloakrooms** with low level suites, under stairs storage cupboard.
Rear Lobby with door to side, lift with disabled access to first floor and staircase up to
First Floor Landing:-
Open plan Office with double aspect measuring 23'4" x 20'10" with eaves storage facilities.
Excellent on site parking and visitors spaces
Perimeter trunking, finished flooring, Broadband available.

TENURE Freehold with vacant possession upon completion

LOCAL AUTHORITY Waverley Borough Council, The Bury's, Godalming, Surrey, GU1 1HR. Telephone 01483 523333
Email:- enquiries@waverley.gov.uk

VENDOR'S SOLICITORS Charles Russell LLP, Buryfields House, Bury Fields, Guildford, Surrey GU2 4AZ
For the attention of Mr. Jack Marriott. Tel. 01483 252525

VIEWING Strictly by appointment with the Auctioneers:
Guildford 01483 880905
Joint Agents: Gascoignes Tel. 01483 538131



DIRECTIONS From the Milford roundabout take the A283 Petworth Road and continue for approximately one mile to Witley. Turn right into Roke Lane and the development will be found just past Eastfields on the right hand side.

AUCTION GUIDE PRICE £200,000 for the freehold with vacant possession
N.B. VAT is payable on the sale price.

LOT 3

ADDRESS Surrey Hills Butchers, Aberdeen House, High Street, Oxshott, Surrey, KT22 0JR

DESCRIPTION An opportunity to acquire a retail shop unit (currently trading as a butchers) and two bedroomed first floor flat situated in a High Street location in the popular village of Oxshott. The property is available as a whole.



ACCOMMODATION **Shop** 19'6" (excluding front display window) x 11'9", tiled walls and floor, display front window, double drainer, double bowl sink unit. Heatrae Sadia water heater, preparation area and large walk-in fridge. **Second store** 13'0"x11'0" approximately, currently housing walk in fridge, exposed wood flooring. **Inner lobby** with quarry tiled floor. There is a further store room with wood flooring, recessed lighting, window to side. There is a **cloakroom** with low level wc and wash hand basin and another **freezer room**. There is also a **second wc**. One parking space to the front of the premises.

Flat Half glazed front door, window to side. **Reception hall** 8'0"x5'11" max, quarry tiled floor, two wall light points, stairs to first floor. Built in airing cupboard, hatch to loft space. **Kitchen** 8'7"x6'9" range of base level cupboards with complementing contoured worktops, single drainer sink unit with mixer tap, four ring gas hob, single oven under, built in fridge with matching décor door, double cupboard over, part tiled walls, window to side, double radiator, further appliance base. **Bathroom** 11'0"x8'6", tiled floor, panel enclosed bath, mixer tap and shower attachment, shower screen, tiled shower area, vanity unit with inset sunken twin basins, medicine cupboard under, courtesy mirror over, two wall light points, built in washing machine, work surface over, adjoining storage space, concealed Ideal gas boiler. **Living room** 15'0" max (including recessed desk area) x 11'7", window to front, radiator, TV point, telephone point, ceiling spotlighting. **Bedroom 1** 12'3"x8'7" max, double glazed sash windows to front, radiator. **Bedroom 2** 11'7"x6'7", window to rear, radiator, recessed lighting.

TENURE Freehold with vacant possession upon completion.

LOCAL AUTHORITY Elmbridge Borough Council, Civic Centre, High Street, Esher, Surrey, KT10 9SD
Telephone: 01372 474474

VENDOR'S Brooks & Partners, Lyons House, 2 Station Road, Frimley, Surrey, GU16 7JA
Telephone: 01276 681217 Fax: 01276 691290

VIEWING Strictly by appointment with the Auctioneers—Guildford 01483 880900

DIRECTIONS From Guildford take the A3 towards London, continue passed the turning to the M25 and the turning to Cobham, take the turning to Esher and Leatherhead and at the roundabout take the third exit marked Leatherhead and Oxshott. Continue along this road until reaching the Village of Oxshott and the Surrey Hills Butchers will be found a short way after the Total petrol station on the left hand side.

AUCTION GUIDE PRICE £250,000

LOT 4

ADDRESS

2 Oak Villas, Washford Road, Lindford, Hampshire, GU35 0RH

DESCRIPTION

A five bedroom semi detached property offering excellent investment potential. Currently let out on an individual room basis with an income of £2,600 per month. Alternatively, the property would make a spacious family home benefiting from off road parking and an enclosed rear garden.



LOCATION

The property is located in the village of Lindford. There are good links to Liphook to the South and Bordon to the North. The area as a whole is surrounded by countryside, much of which is National Trust Land and where walking and riding can be enjoyed, along with a good selection of golf courses all within close proximity. There are excellent schools in the area for all age groups, both state and private.

ACCOMMODATION

Entrance hall, five bedrooms, two reception rooms, kitchen, bathroom, parking and enclosed rear garden.

TENURE

Freehold with vacant possession upon completion.

LOCAL AUTHORITY

East Hants District Council, Penns Place, Petersfield, Hampshire, GU31 4EX
Telephone: 01730 266551

VENDOR'S SOLICITORS

Gellhorns, 12 Chalet Hill, Bordon, Hampshire, GU35 0TQ
Mr. R. Rose—Telephone: 01420 475045 Fax: 01420 478252

VIEWING

Strictly by appointment with the Auctioneers—01428 728900

DIRECTIONS

From our Liphook office, take the Headley Road north, crossing the A3 and proceeding out of the village for about three and a half miles. As you enter Lindford, turn right at the roundabout into Windsor Road. Continue to the end and take the last turning on the left into Washford Lane, no. 2 Oak Villas is the second property on the right-hand side.

AUCTION GUIDE PRICE

£250,000

LOT 5

ADDRESS

Kestrel Wood Stables, Highfield Lane, Thursley, Surrey, GU8 6QJ

DESCRIPTION

A superb fully refurbished Stable Yard set in an enviable location comprising 15 stables and approximately 19 acres of grazing and woodland—ideal for the equestrian purchaser

SITUATION

Situated on a no-through road approx. 1.5 miles from Thursley, the property occupies an enviable location having direct access to some beautiful off road riding and enjoys a tranquil setting with beautiful views. Thursley lies west of the A3 between Milford & Hindhead and the stables are approx. 8 miles from Godalming, 6 miles from Milford Station and approx. 5 miles from Farnham.



ACCOMMODATION

Large area of hard standing providing ample parking and turning facilities. **Yard** comprising **5 Loose boxes** of timber construction, each measuring 12' x 12' with lighting, concrete yard to front and adjoining **Feed Room** 12' x 9'9" of timber construction. Opposite the above stables and feed room are **4 further Loose Boxes** of timber construction with lighting - 1 @ 11'10" x 11'6", 1 @ 11'9" x 11'3", 1 @ 11'10" x 11'4" and 1 @ 11'9" x 11'6". **Tack Room** being fully secure. **Office** with water and power connected, BT phone line and broadband internet connected. **4 further Loose Boxes** - 2 @ 12'2" x 11'3", 1 @ 12' x 11'6" and 1 @ 12'1" x 11'7" of block construction with lighting. **Tool Store** 5'8" x 3'10"; **WC**, **2nd Feed Room**, 9'7" x 5'11", **2 Mobile Loose Boxes** in single unit 23'5" x 11'3" which is split to provide 2 further loose boxes with a fenced turnout paddock adjoining. Floodlit **Manege** 40m x 20m with a good all weather sand and rubber surface, **Hay Store** 24' x 11'8". **The paddocks** are accessed by a central walkway, all are well fenced. The property amounts to some 17 acres in total with around 1.8 acres of woodland.

SERVICES

Mains water and electricity, private drainage.

TENURE

Freehold with vacant possession upon completion

LOCAL AUTHORITY

Waverley Borough Council, The Bury's, Godalming, Surrey, GU7 1HR. Tel. 01483523333
www.waverley.gov.uk

VENDOR'S SOLICITORS

Kenwright Walker Wyllie, 70 Walton Road, East Molesey, Surrey, KT8 0DL.
Contact Mr. Robert Preece Tel. 02089791131. Email: solicitors@kww.co.uk.

VIEWING

Strictly by confirmed appointment with the Auctioneers—Godalming 417131

DIRECTIONS

Follow the A3 in a southbound direction and come off at the Thursley intersection, turn right back across the A3 and head into the village of Thursley. Proceed over the speed bumps and bear left just after the Three Horseshoes P.H. into The Street. Continue along The Street and into Highfield Lane and Kestrel Wood Stables is approximately 800m along on the right hand side just before Hedge Farm.

AUCTION GUIDE PRICE

Offers in excess of £300,000 for the Freehold (unless sold prior)

UPLIFT CLAUSE

We understand that one of the previous owners of the land had imposed an uplift clause on the Title should any residential development take place in the next 17 years. 15% of the uplift in value caused by the grant of a residential planning consent up to a maximum of £100,000 will be payable to the previous owners within 5 years of such grant. Further details are available in the Legal Pack. Prospective purchasers should make their own enquiries in this regard.

LOT 6

ADDRESS Unit 2, Content House, St. James Place, Cranleigh, Surrey, GU6 8RP

SITUATION The unit is located just off St. James Place immediately off Cranleigh High Street. The unit backs directly onto Stockland Square car park offering excellent car parking immediately adjacent to the property. Cranleigh is a busy village which benefits from a number of High Street retailers and shops catering for most day to day needs. The larger towns of Godalming and Guildford are approximately 7 and 9 miles distant respectively.

DESCRIPTION The property was built in the early 1990's and comprises a two storey commercial building of brick elevations under a pitched and tiled roof. It has its own self contained entrance. The unit has been refurbished to a high specification and extends to approximately 109.9sq.m. (1185sq.ft.)



ACCOMMODATION Ground Floor—which measures 60.5sq.m. (652sq.ft.)

Open plan Office
Kitchenette
Downstairs W.C.s

Stairs up to First Floor which measures 49.4sq.m. (533sq.ft.) net internal floor area

Partitioned Meeting Rooms

Amenities—CAT 5 cabling, Category 2 lighting, Comfort cooling/heating, alarm system.

One car parking space included within the freehold.
Ample parking facilities in the public car park beyond.

TENURE Freehold with vacant possession upon completion

LOCAL AUTHORITY Waverley Borough Council, The Bury's, Godalming, Surrey, GU1 1HR. Telephone 01483 523333
Email:- enquiries@waverley.gov.uk

VENDOR'S SOLICITORS Charles Russell LLP, Buryfields House, Bury Fields, Guildford, Surrey GU2 4AZ
For the attention of Mr. Jack Marriott. Tel. 01483 252525

VIEWING Strictly by appointment with the Auctioneers
Guildford 01483 880905
Joint Agents: Coverwood 01483 651010



DIRECTIONS On approaching Cranleigh from the Guildford direction on the B2128, turn right into St. James Place, opposite Cranleigh Common and approximately 100m from the main High Street.

AUCTION GUIDE PRICE £200,000 for the freehold interest with vacant possession (unless sold prior)
N.B. VAT is payable on the sale price

CONTRACT OF SALE

The Vendor sells and the Purchaser buys the property on the terms set out and referred to below

Vendor: _____

Purchaser: _____

of _____

The property to be sold: _____

being the property described in the Particulars attached hereto.

Lot number and date of auction: _____

Price: £ _____

Deposit paid to Clarke Gammon Wellers as Agents for the Vendor: £ _____

Buyer's Fee: £ _____ 250.00

Balance Due: £ _____

Terms: The General and Special Conditions of Sale attached hereto shall apply in so far as the same are not inconsistent herewith and are applicable to a sale by private treaty.

Completion Date: _____

Signed on behalf of Vendor: Vendors Solicitors:

Name of Signatory: Address:

.....

Capacity: Tel no:

Contact:

Signed on behalf of Purchaser: Purchasers Solicitors:

Name of Signatory: Address:

.....

Capacity: Tel no:

Contact:

Dated this day of2009

AUTHORITY FORM TO BID
ON BEHALF OF NON-ATTENDING BIDDER

Please also sign and return the reverse side of this form

Please select your method of bidding: Proxy Telephone

BIDDER'S NAME (for contract purposes) _____

ADDRESS _____

Telephone No. Business _____ Home _____

Please indicate which telephone number you would like us to contact you on if you wish to make a telephone bid.

Person dealing _____

I hereby authorise Clarke Gammon Wellers staff to bid on my behalf on the terms and conditions set out overleaf headed "Bidding by letter or telephone", which I confirm I have read, understood and signed A copy of which is attached.

The bid that I hereby authorise is: _____

Auction Date _____

Lot No. _____

Address _____

Maximum Bid £ _____

(words) _____

(The figure must be a definite one and not to be calculated for example by reference to other bids such as one bid above anyone else's bids. Any uncertainty could result in Clarke Gammon Wellers not bidding).

I attach cheque for £ _____

(words) _____

being the 10% of the maximum bid (Subject to a minimum deposit of £2,000)

I also enclose a separate cheque for £250.00 inclusive of VAT, payable to Clarke Gammon Wellers, in payment of the Auction Administration Fee.

Signature of Bidder _____ Date _____

(Please also sign the reverse side of this form)

If the person signing is not the bidder the signatory warrants that authority has been given by the bidder.

Name (please print) _____

Address (if different from bidder) _____

Telephone No. _____

Please note there should not be any alteration to the form and any mis-entries which have to be corrected must be signed, in full, in the margins. Please read notice to all bidders.

TERMS AND CONDITIONS TO BID BY LETTER OR TELEPHONE

Anyone not able to attend the auction to make their own bids may utilise the facilities available for written or telephone bids on the following terms and conditions:

- (1) The bidder must complete a separate authority form for each Lot involved, and provide a banker's draft, solicitor's client's account cheque, or cheque signed by a Building Society, for 10% of the maximum amount of the bid for each Lot. In addition, the buyer's fee of £250.00 including VAT will also be applied to this amount. We will also require identification to accompany the form and cheque in accordance with the money laundering act.
- (2) The form must be sent to, or delivered to: **Clarke Gammon Wellers, 4 Quarry Street, Guildford, Surrey GU1 3TY** to arrive before 5pm two working days prior to the start of the next auction. It is the bidder's responsibility to check that the form is received by Clarke Gammon Wellers and this can be done by telephoning the office.
- (3) The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue; the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction however the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- (4) In the case of written bids, Clarke Gammon Wellers staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Clarke Gammon Wellers reserve the right not to bid.
- (5) In the case of telephone bids, Clarke Gammon Wellers accept no liability for poor signal or being unable to reach the prospective buyer at the time required.
- (6) Clarke Gammon Wellers reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
- (7) In the event that the written bid is successful the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- (8) In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £2,000) and the balance of the deposit (if any) will be returned promptly to the bidder.
- (9) In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- (10) Once delivered to the auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- (11) The authority can only be withdrawn by notification in writing delivered to Clarke Gammon Wellers at their office four hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room an hour before the start of that day's auction. It is the bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the bidder.
- (12) If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Clarke Gammon Wellers staff as empowered under the written authority. Clarke Gammon Wellers would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.

I hereby confirm that I have read and understood the above terms and conditions to bid by letter

Signed _____ Date _____

Please sign this page and ensure the form overleaf is completed

GENERAL CONDITIONS OF SALE

EACH LOT IS SOLD SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. (i) The sale of each Lot shall subject to paragraph 1(ii) below incorporate the following documents:
 - (a) These General Conditions of Sale which incorporate the Standard Conditions of Sale (4th Edition): where any inconsistency results these General Conditions shall have precedence.
 - (b) Special Conditions of Sale which will be attached to the contract. Special Conditions of Sale take precedence over these General Conditions save in the case of Condition 6(i) and 8(iii) below where the General Condition shall have precedence.
 - (c) The "Important Notice to be read by all Bidders" which forms part of the Auction Catalogue.
 - (d) The Particulars of the Lot which forms part of the Auction Catalogue and
 - (e) Any relevant Plan referred to in the Particulars or in the Special Conditions.
 - (ii) The Auctioneer may by announcement made at the commencement of the auction or when calling the Lot or at any time prior to the Lot being knocked down vary the content, number and identity of the documents to be incorporated into the sale.
 - (iii) A Copy of the Standard Conditions and any relevant plan may be inspected at the offices of the Vendor's Solicitors and Clarke Gammon Wellers and in the saleroom immediately before the sale. The Special Conditions of Sale and Particulars of the Lot are included with the Auction Catalogue (save to the extent that any Special Conditions are stated to be available upon application) as are these General Conditions.
 - (iv) The Purchaser shall be deemed to have full knowledge of the content of the documents subject to which the Lot is sold.
 - (v) Immediately following the Lot being knocked down to him the Purchaser shall sign a Memorandum of the Contract stating:
 - (a) The price agreed.
 - (b) The deposit paid.
 - (c) The short address of the Property purchased.
 - (d) The Lot number.
 - (e) The names of the Vendor and Purchaser.
 - (f) The date of the Contract.And having attached to it the documents referred to under paragraph 1(i) above or such other documents as the Auctioneer shall have determined under paragraph 1(ii)
2. The Standard Conditions shall be varied as follows:
 - (i) Standard Conditions 2,3,3.2(a),4,4.2,5.1.1,5.2.2(e),6.1.1,6.1.3,6.3.2, 7.3.4 and 8.1.2 shall be deleted
 - (ii) the words "Seller" and "Buyer" in the Standard Conditions of Sale shall be interchangeable with the words "Vendor" and "Purchaser" respectively in these Conditions and in the documents which are incorporated
 - (iii) the Contract Rate in Condition 1.1.1(e) shall be 5% over National Westminster Bank Plc base rate from time to time
 - (iv) Condition 3.2.1 shall be read as though the words "at the date of the Contract, unless the Seller is building or converting it" were deleted and replaced by "at the Contractual Date for Completion or if Completion is delayed due to the fault of the Purchaser at the Date of Actual Completion"
 - (v) Condition 4.6.4 shall be read as though the words "but the law does not imply any covenant by the buyer to indemnify the Seller against liability for future breaches of it" and the word "future" in paragraph (a) were deleted
 - (vi) Condition 7.3.2 shall be read as though the words "or (where the Buyer is the paying party)" the purchase price, less any deposit paid" were deleted
 - (vii) The Time Limits in the second column of Standard Condition 4.3.1 shall be deleted and replaced by:

Step 1 Four working days after the date of the Auction Contract.
Step 2 Three working days after the day of delivery of the Seller's evidence of title.
Step 3 Three working days after receiving the requisitions.
Step 4 Two working days after receiving the replies".
 - (viii) The Time Limit in the second column of Standard Condition 4.3.2(c) shall be deleted and replaced by "to arrive at least six working days before the Completion Date".
 - (ix) Apportionment of Income and outgoings shall be made with effect from the Date of Actual Completion and if the sale shall not be Completed on the Completion Date other than due to the default of the Vendor then the Vendor shall be entitled to receive the income from the property and the Purchaser shall pay to the Vendor compensation calculated at the contract rate on the purchase price from the Completion Date to the Date of Actual Completion.
 3. (i) The sale is subject to a reserve price for each of the properties and the Vendor reserves the right to bid (both up to and over the reserve price) through the Auctioneer at the Auction.
 - (ii) The Auctioneer reserves the right to regulate the bidding and to refuse to accept any bid or bids without assigning any reason therefore in his sole absolute discretion. In the event of any dispute on bidding, the Auctioneer's decision shall be final.
 - (iii) On the property being knocked down the successful bidder must, upon being asked by the Auctioneer or the Auctioneer's Clerk, give his name and address and, if appropriate, the name and address of the person or company on whose behalf he has been bidding and in default the Auctioneer shall be entitled to resubmit the property for sale.
 - (vi) All obligations agreements or warranties given by or on behalf of the Purchaser or the Guarantor (as defined in General Condition 4 below) pursuant to the Particulars or Conditions of Sale shall, where such party consists of two or more persons, be deemed to be joint and several.
4. In the event of the Purchaser being a limited company it is agreed that this contract is being entered into at the request of the person ("the Guarantor") whose bid the Auctioneer shall have accepted. In consideration of this contract being entered into at the request of the Guarantor, the Guarantor warrants that the Purchaser is a properly constituted limited company that the Company is empowered to purchase take on lease or otherwise acquire any lands and buildings and any estate or interest in any rights connected with any such lands or buildings therein and that he had authority to bind the Company to this contract as agent on its behalf and guarantees to the Vendor (as witnessed by his signature to the memorandum of sale which he shall be deemed to have signed both as agent for and on behalf of the Company and in his capacity as Guarantor") as follows:
 - (i) That the Purchaser will observe and perform all of its obligations under this contract in accordance with the Auctioneers' General Conditions of Sale as varied by the Special Conditions and will pay and make good to the Vendor all losses, costs, damages and expenses occasioned to the Vendor by the nonperformance of all of the terms and conditions of the contract or any of them including (but without prejudice to the generality of the foregoing) the non-payment of the deposit or the whole or any part of the purchase price or any other monies which may become due on Completion and it is agreed that any neglect or forbearance on the part of the Vendor in enforcing or giving time to the Purchaser for the performance of the terms and conditions under this contract or any of them shall not in any way release the Guarantor in respect of his liability under this Condition.
 - (ii) That if the Purchaser shall enter into liquidation and the Liquidator shall disclaim this contract the Guarantor shall if the Vendor within 28 days after such disclaimer so requires by giving 14 days' notice in writing to the Guarantor, accept an assurance of the property hereby agreed to be sold. In the event of the Vendor serving such a notice the Completion Date of which time shall be of the essence shall be on or before the expiration of such notice and the Auctioneers' General Conditions of Sale (as varied by the Special Conditions of Sale) shall apply and the Guarantor shall pay to the Vendor such sum or sums as the Purchaser would have been liable to pay (including interest) had the Liquidator not disclaimed this contract including (but without prejudice to the generality of the foregoing) the amount of the deposit payable on the signing of the memorandum of sale (if such deposit has not previously been paid) and the whole or any part of the purchase price or any other monies which may become due on Completion.
 5. The Purchaser shall take the property as he finds it and shall accept that vacant possession is given of the whole or any part offered with vacant possession notwithstanding that:
 - (i) There may be furniture fittings or effects remaining therein and shall not require the removal of any such chattels and shall not raise any requisitions or enquiry with regard thereto but shall accept responsibility therefore and indemnify the Vendor in respect thereof.
 - (ii) The property if a house or part of a house may not legally be used for immediate residential occupation by virtue of any such matter as is referred to in sub-paragraphs (i) (ii) (iii) or (iv) of Condition 10 hereof or sub-paragraphs (i), (ii) and (iii) of Condition 11 hereof.
 6. (i) A deposit which shall be 10 per cent of the purchase money or £2,000.00 whichever shall be the greater shall be paid to Clarke Gammon Wellers, 4 Quarry Street, Guildford, Surrey GU1 3TY. ("the Auctioneers") immediately after the sale as Agents for the Vendor.

- (i) The Purchaser warrants that any cheque or cheques tendered by him by way of deposit will be met upon first presentation and the drawer expressly waives the right to notices of dishonour notwithstanding that the cheque or cheques may be represented.
7. (i) If a cheque given for the payment of the deposit is dishonoured in presentation or is not met when first presented or if the successful bidder fails to pay such deposit or fails to sign a Memorandum of the Contract immediately following the Auction the Vendor shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the Contract and rescind the Contract but without prejudice to the Vendors right to claim the payment of this deposit against the successful bidder and or damages for repudiation of Contract.
- (ii) For the avoidance of doubt the Contract for the sale of each Lot shall be concluded upon the Auctioneer knocking down the Lot to the Purchaser and neither the payment of the deposit by the Purchaser nor the signing of the Memorandum of the Contract by the Purchaser shall be preconditions of the Contract.
- (iii) For the further avoidance of doubt, no proceedings brought by Clarke Gammon Wellers upon a cheque which is dishonoured shall constitute a waiver of repudiation nor an election by the Vendor to treat the failure to pay a deposit as a repudiation.
8. (i) The tenure of the property and the estate or interests sold are as stated in the Particulars and/or Special Conditions. In the case of land where the title is registered at H.M. Land Registry this title shall be deduced and consist of a Copy of the Entries on the Register and of the Filed Plan. In the case of land where the Title is not so registered it shall be deduced as provided by the Special Conditions.
- (ii) Where by the Special Conditions of Sale any property is sold subject to any lease, covenant, restriction or other matter a copy of the said lease, covenant, restriction or other matter may unless otherwise provided in the Special Conditions be inspected at the said office of the Solicitors for the Vendor and Auctioneer at any time during normal office hours and in the sale room immediately before the sale and the Purchaser shall be deemed to purchase with full notice and knowledge of such matters whether or not he shall have availed himself of the opportunity to such inspection and shall raise no objection)r enquiry or requisition thereon.
- (iii) Where there is any inconsistency arising out of the Particulars and/or Special Conditions as to whether vacant possession is to be given on Completion it shall be assumed that vacant possession is not to be given on Completion.
9. (i) The Completion of the purchase shall take place at the office of the Vendor's Solicitors or wherever they shall so direct 28 days from the date of the Contract or at the option of the Vendor (in the case where the property is sold subject to and with the benefit of a weekly tenancy or tenancies), the Completion Date shall be the first Monday or other rent payment day falling after the fourth week from the date of such Contract.
10. (i) Whilst reasonable care has been taken by or on behalf of the Vendor to ensure that all statements in the Particulars and the Conditions of Sale are accurate, the Purchaser must take all steps which may be necessary to verify the accuracy of all such statements by inspection and survey and any incorrect statement, error or omission found in the Particulars or Conditions of Sale shall not annul the sale, shall not entitle the Purchaser to be discharged from his purchase and shall not entitle the Purchaser to claim any compensation in respect thereof. The Purchaser warrants that he has, and he shall be deemed to have made, Local Land Charges Searches and Enquiries prior to the Auction and to have knowledge of all matters that would be disclosed thereby and he shall purchase subject to such matters, save and excluding any Financial Charges (other than those Financial Charges which may have been expressly disclosed by the Vendor in the Particulars or Conditions of Sale as being the liability of the Purchaser). The Purchaser undertakes to indemnify the Vendor from and against all actions, costs, claims, losses or demands arising from breach of this warranty and/or condition.
- (ii) Notwithstanding anything in the Special and/or General Conditions or in the Particulars contained or referred to no representation warranty or condition either collaterally or directly or indirectly shall be made or implied howsoever arising either as to the state or condition of the property or any part thereof as to whether the same is subject to any resolution, scheme, development or order, improvement line, improvement notice or scheme, sanitary notice or notices or intimation notice or notices or proposals under the proposals or schemes. The Purchaser shall be deemed to purchase in all respects subject thereto whether or not he makes any enquiry and the Vendor shall not be required nor bound to inform the Purchaser of any such matters whether known to him or not and the Purchaser shall raise no enquiry, requisition or objection thereon or on any such matters or failure to disclose the same it being the sole duty of the Purchaser to satisfy himself as to his sole risk in respect of all the above matters.
- (iii) No objection or requisition shall be raised as to the permitted user of the property for the purposes of the Town and Country Planning Act 1990 or any Act or Acts for the time being amending or replacing the same or otherwise relating to town and country planning or as to any other matters arising under the said Acts or any Rules or Regulations made or arising thereunder and the Purchaser shall take the properties as they are under the said Acts, Rules and Regulations.
- (iv) Each Purchaser shall satisfy himself of ownership of electric wiring and fittings and installations in the property sold as in some cases the same are on hire or hire purchase from the Supply Companies. The Vendor cannot accept any liability in respect of payments which may be outstanding in respect thereof or any responsibility in the matter whatsoever.
- 11.1 The property is also sold subject to the following insofar as any of the same affect the Property:
- (i) All local land charges and matters capable of being registered as such (whether or not so registered at the date of this Agreement) and all financial and other restrictions liabilities and obligations arising from and under them.
- (ii) The local and county unitary and structure development plans as modified from time to time.
- (iii) Any bye-laws or statutory regulations.
- (iv) All notices served and orders demands proposals or requirements made by any local or other competent authority whether before or after the date of this Agreement.
- (v) All actual or proposed changes notices order restrictions agreements conditions contraventions or other matters deriving their authority from any statute or subordinate legislation or any directly applicable European Community directive or regulation.
- (vi) All matters revealed or which might reasonably be expected to be revealed by searches or enquiries which a prudent purchaser ought to make.
- (vii) All easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this agreement existing as at the date hereof and the Seller shall not be required to define such rights (if any).
- (viii) All matters which would be evident on an inspection or survey of the property.
- (ix) All matters the Seller does not and could not reasonably be expected to know about.
- (x) Any matters which are, or would be unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 and/or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 11.2 The Buyer is deemed to have full knowledge of the matters referred to in this clause and will not raise any enquiry, objection, requisition or claim in respect of any of them.
12. (i) Each Purchaser shall be deemed to purchase with full knowledge of the precise state of repair and condition of the property purchased by him and of the tenancies thereof (if any) particulars of which are set out in the Particulars and/or Conditions of Sale.
- (ii) Each property shall, as from the date of Contract, be at the sole risk of the Purchaser.
- (iii) The Vendor makes no representation that under any tenancy subject to which the Property is sold
- (a) the same is contractually binding upon all parties
- (b) the same is capable of being determined
- (c) any Notice has been validly prepared and/or served or
- (d) the rent particularised is one that is recoverable or has been paid up to the date of auction.
- (iv) Nothing shall be incorporated in any sale either collaterally or indirectly whether by way of condition, warranty or representation as to whether, in the case of property sold subject to any tenancy or tenancies, there are subsisting any sub-tenancies or similar such occupation and whether or not any such shall be disclosed at or before the Auction the Purchaser shall be deemed to purchase with full knowledge of any such sub-tenancy or sub-tenancies or occupation that there may be whether or not he shall have enquired of the Auctioneers or have inspected and no objection shall be taken or requisition made on account thereof.
13. The Vendor shall not be required to reconcile differences between the description of any Lot and the property sold or furnish evidence of any change in the numbering of any property and shall not be bound to show any Title to boundary division walls or fences or the ownership thereof.
14. The Purchaser shall raise no objection, requisition or enquiry in respect of any rights, covenants, obligations, easements, quasi-easements privileges, licences subsisting, acquired or being acquired over under or in respect of the properties whether or not the same are disclosed to the Purchaser. Neither the Vendor nor the Auctioneers shall be under any liability to disclose the same whether or not the same are known to them.
15. The Misrepresentation Act 1967:
- (i) All statements contained in the foregoing Particulars are made (so far as the law allows) without responsibility on the part of the Auctioneers or the Vendor and are statements of opinion and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained in the Particulars.
- (ii) The Vendor does not make or give any representation or warranty in relation to the property nor has the Auctioneer or any person in the employment of the Auctioneers any authority to do so on his behalf.
16. The Purchaser hereby expressly agrees that the interest (if any) earned upon any deposit (or part thereof) paid by him shall be applied for the benefit of the Auctioneers and this condition shall constitute a separate agreement between the Purchaser and the Auctioneer.
17. These General Conditions will only apply to a Property outside England and Wales where the Conditions do not conflict with the laws of the country or province in which the land is situate.

