

AUCTION VENUE

Wednesday 25th February 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 at our Guildford Saleroom. Auctions also conducted on owner's premises if required. Valuations for probate, insurance and family division.

Dear Reader

Welcome to our winter catalogue in which we are offering eleven Lots for sale.

We hope you will find something of interest.

There is an exciting variety of properties in Surrey and Hampshire. We have five Lots of agricultural land, one with outbuildings; two properties in need of modernisation including an interesting mixed use property; as well as a building plot and some garages.

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:

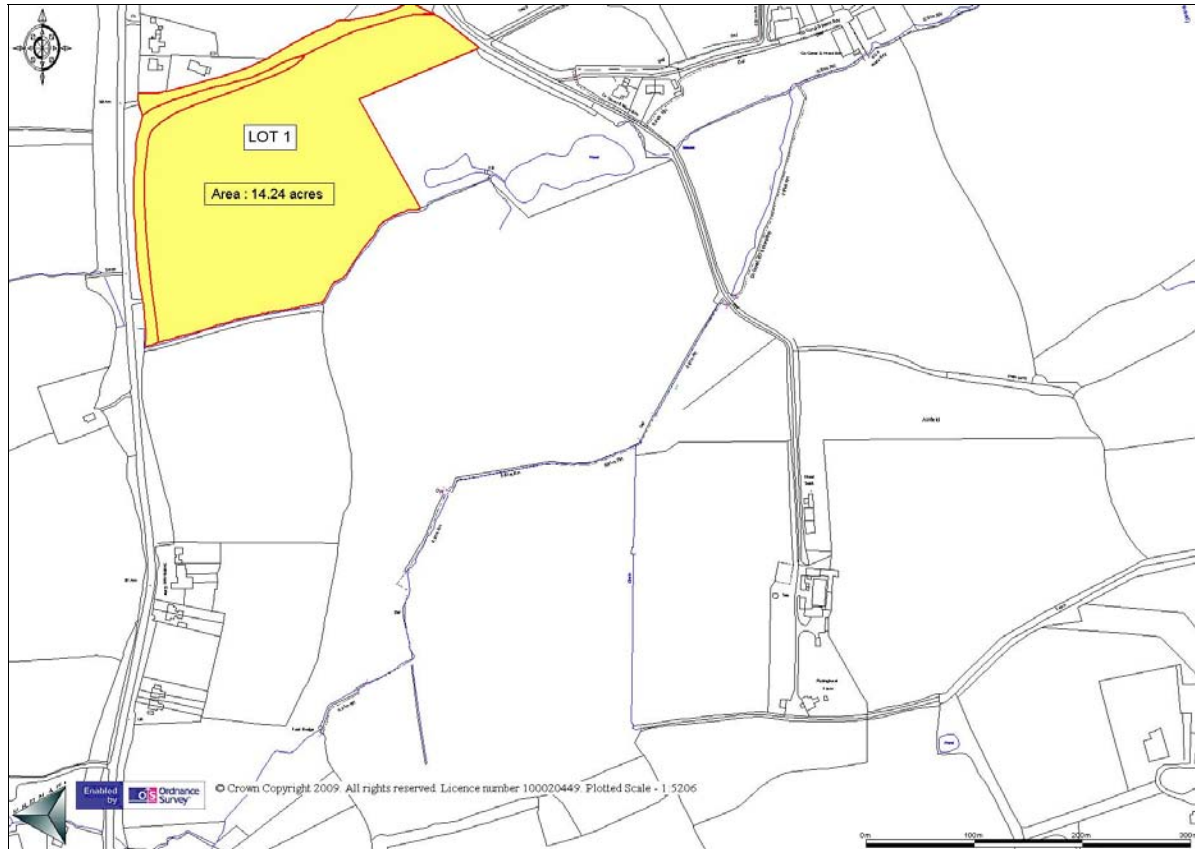
IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

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 Land off Pepperbox Lane, Bramley, Surrey, GU5 0LW

DESCRIPTION Approximately 14.24 acres of well maintained pasture land suitable for agricultural or equestrian use. The property falls with the Green Belt and Area of Great Landscape Value. The land also qualifies for the Single Farm Payment and Entry Level Stewardship should either of these be of interest to the prospective purchaser.



LOCATION The property is situated about 3 miles south of Bramley and 6 miles south of Guildford in an attractive rural location with good local riding and a bridle path can be easily accessed from the end of Pepperbox Lane.

TENURE Freehold with vacant possession on completion.

LOCAL AUTHORITY Waverley Borough Council: 01483 523333

SERVICES We understand that there is currently a single mains water supply servicing Lot 1.

VENDOR'S SOLICITORS Sproull Solicitors LLP, 8 Fore Street, Camelford, Cornwall, PL32 9PG
Tel: 01840 212315 Fax: 01840 212792

VIEWING The property is available for viewing at any reasonable time. We would ask prospective purchasers to carry a copy of these sales particulars with them at the time of viewing. All prospective purchasers are requested to register with the Agents before visiting the property—Guildford Office: 01483 880900. Please note that prospective purchasers view the property at their own risk.

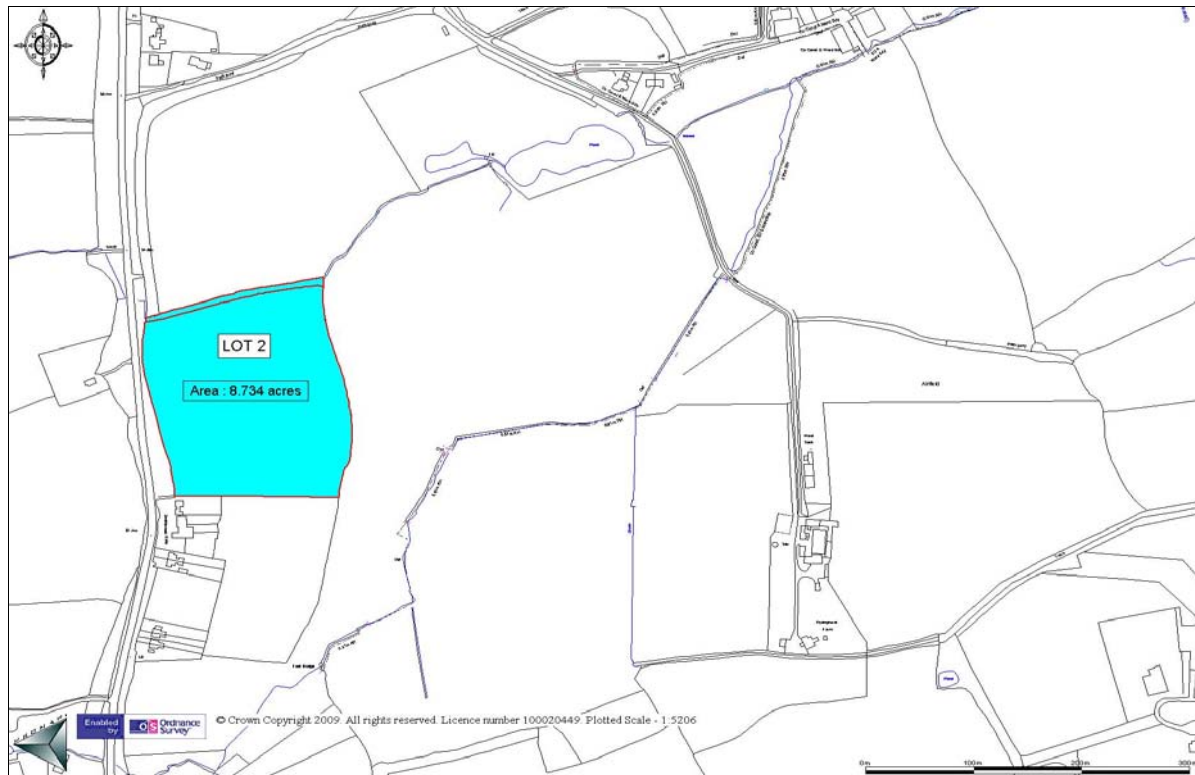
DIRECTIONS From Guildford proceed south on the A281 Horsham Road. Pass through Bramley and after about 3 miles turn left into Pepperbox Lane. Proceed down Pepperbox Lane and the access into Lot 1 will be seen on the right hand side after Pepperbox Cottage.

AUCTION GUIDE PRICE £120,000

LOT 2

ADDRESS Land off Pepperbox Lane, Bramley, Surrey, GU5 0LW

DESCRIPTION Approximately 8.734 acres of well maintained pasture land suitable for agricultural or equestrian use. Access to Lot 2 can be gained from Pepperbox Lane or the A281. The property falls within the Green Belt and Area of Great Landscape Value. The land also qualifies for the Single Farm Payment and Entry Level Stewardship should either of these be of interest to the prospective purchaser.



LOCATION The property is situated about 3 miles south of Bramley and 6 miles south of Guildford in an attractive rural location with good local riding and a bridle path can be easily accessed from the end of Pepperbox Lane

TENURE Freehold with vacant possession on completion.

LOCAL AUTHORITY Waverley Borough Council: 01483 523333

SERVICES We understand that there is currently a single mains water supply servicing Lot 2.

VENDOR'S SOLICITORS Sproull Solicitors LLP, 8 Fore Street, Camelford, Cornwall, PL32 9PG
Tel: 01840 212315 Fax: 01840 212792

VIEWING The property is available for viewing at any reasonable time. We would ask prospective purchasers to carry a copy of these sales particulars with them at the time of viewing. All prospective purchasers are requested to register with the Agents before visiting the property—Guildford Office: 01483 880900. Please note that prospective purchasers view the property at their own risk.

DIRECTIONS From Guildford proceed south on the A281 Horsham Road. Pass through Bramley and after about 3 miles turn left into Pepperbox Lane. Lot 2 can be accessed via a field gate off the A281.

AUCTION GUIDE PRICE £75,000

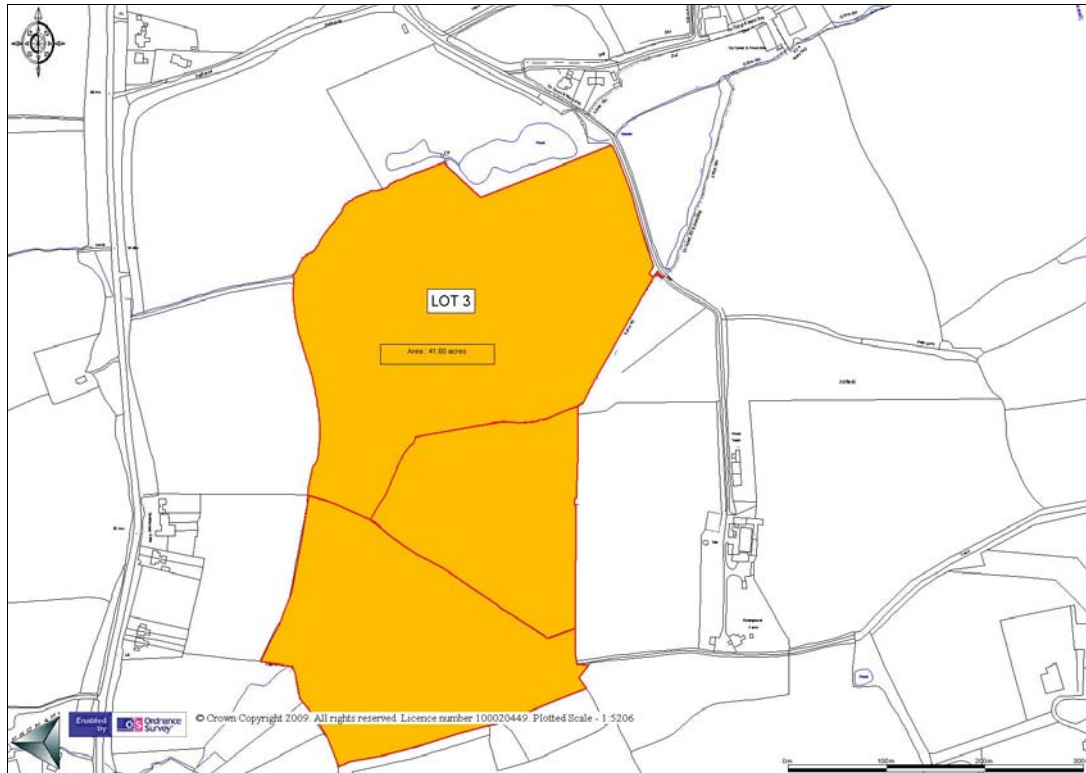
LOT 3

ADDRESS

Land off Pepperbox Lane, Bramley, Surrey, GU5 0LW

DESCRIPTION

Approximately 41.60 acres of well maintained pasture land suitable for agricultural or equestrian use. Vehicular access to Lot 3 can be gained via third party land with access rights only for a small lorry, over the track leading to Rydinghurst Farm. A public footpath crosses Lot 3. The property falls within the Green Belt and Area of Great Landscape Value. The land also qualifies for the Single Farm Payment and Entry Level Stewardship should either of these be of interest to the prospective purchaser.



LOCATION

The property is situated about 3 miles south of Bramley and 6 miles south of Guildford in an attractive rural location with good local riding and a bridle path can be easily accessed from the end of Pepperbox Lane.

TENURE

Freehold with vacant possession on completion.

LOCAL AUTHORITY

Waverley Borough Council: 01483 523333

SERVICES

We understand that there is currently a single mains water supply servicing Lot 3.

VENDOR'S SOLICITORS

Sproull Solicitors LLP, 8 Fore Street, Camelford, Cornwall, PL32 9PG
Tel: 01840 212315 Fax: 01840 212792

VIEWING

The property is available for viewing at any reasonable time. We would ask prospective purchasers to carry a copy of these sales particulars with them at the time of viewing. All prospective purchasers are requested to register with the Agents before visiting the property—Guildford Office: 01483 880900. Please note that prospective purchasers view the property at their own risk.

DIRECTIONS

From Guildford proceed south on the A281 Horsham Road. Pass through Bramley and after about 3 miles turn left into Pepperbox Lane. Proceed down Pepperbox Lane and the access into Lot 3 will be seen on the right hand side just after the lake.

AUCTION GUIDE PRICE

£200,000

LOT 4

ADDRESS

Land off Pepperbox Lane, Bramley, Surrey, GU5 0LW

DESCRIPTION

Approximately 8.895 acres of well maintained pasture land with 60' x 42' four bay hay barn housing 10 loose boxes suitable for agricultural or equestrian use. Vehicular access to Lot 4 can be gained via third party land with access rights only for a small lorry, over the track leading to Rydinghurst Farm. A public footpath crosses Lot 4. The property falls within the Green Belt and Area of Great Landscape Value. The land also qualifies for the Single Farm Payment and Entry Level Stewardship should either of these be of interest to the prospective purchaser.



LOCATION

The property is situated about 3 miles south of Bramley and 6 miles south of Guildford in an attractive rural location with good local riding and a bridle path can be easily accessed from the end of Pepperbox Lane.

TENURE

Freehold with vacant possession on completion.

LOCAL AUTHORITY

Waverley Borough Council: 01483 523333

SERVICES

We understand that there is currently a single mains water supply servicing Lot 4. There is no electricity supply to the barn in Lot 4.

VENDOR'S SOLICITORS

Sproull Solicitors LLP, 8 Fore Street, Camelford, Cornwall, PL32 9PG
Tel: 01840 212315 Fax: 01840 212792

VIEWING

The property is available for viewing at any reasonable time. We would ask prospective purchasers to carry a copy of these sales particulars with them at the time of viewing. All prospective purchasers are requested to register with the Agents before visiting the property—Guildford Office: 01483 880900. Please note that prospective purchasers view the property at their own risk.

DIRECTIONS

From Guildford proceed south on the A281 Horsham Road. Pass through Bramley and after about 3 miles turn left into Pepperbox Lane. Proceed down Pepperbox Lane to the end and the access into Lot 4 will be seen on the right hand side just after the gates across the driveway to Rydinghurst Farm.

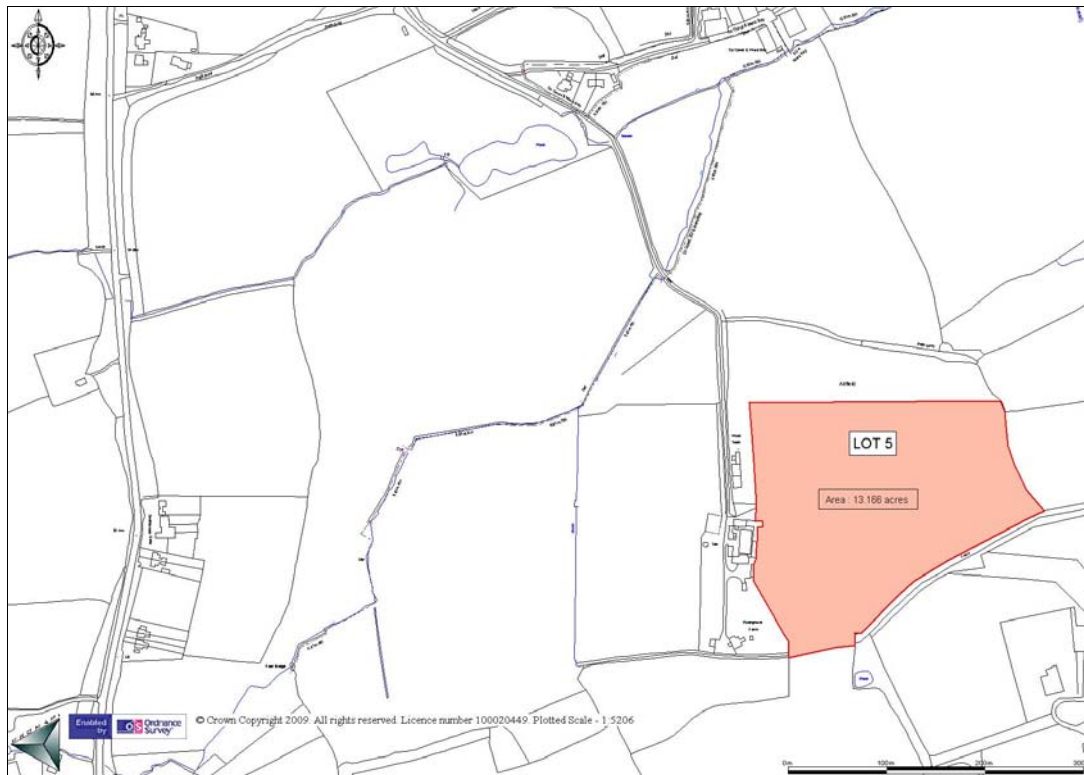
AUCTION GUIDE PRICE

£125,000

LOT 5

ADDRESS Land off Pepperbox Lane, Bramley, Surrey, GU5 0LW

DESCRIPTION Approximately 13.166 acres of well maintained pasture land suitable for agricultural or equestrian use. Vehicular access to Lot 5 can be gained via third party land with access rights only for a small lorry, over the track leading to Rydinghurst Farm. The property falls within the Green Belt and Area of Great Landscape Value. The land also qualifies for the Single Farm Payment and Entry Level Stewardship should either of these be of interest to the prospective purchaser.



- LOCATION** The property is situated about 3 miles south of Bramley and 6 miles south of Guildford in an attractive rural location with good local riding.
- TENURE** Freehold with vacant possession on completion.
- LOCAL AUTHORITY** Waverley Borough Council: 01483 523333
- SERVICES** Please note there is no water supply to Lot 5.
- VENDOR'S SOLICITORS** Sproull Solicitors LLP, 8 Fore Street, Camelford, Cornwall, PL32 9PG
Tel: 01840 212315 Fax: 01840 212792
- VIEWING** The property is available for viewing at any reasonable time. We would ask prospective purchasers to carry a copy of these sales particulars with them at the time of viewing. All prospective purchasers are requested to register with the Agents before visiting the property—Guildford Office: 01483 880900. Please note that prospective purchasers view the property at their own risk.
- DIRECTIONS** From Guildford proceed south on the A281 Horsham Road. Pass through Bramley and after about 3 miles turn left into Pepperbox Lane. Proceed down Pepperbox Lane and the land is on the left hand side adjoining Rydinghurst Farm.
- AUCTION GUIDE PRICE** £80,000

LOT 6

ADDRESS 'Pastures', Hammer Lane, Bramshott Chase, Hindhead, Surrey, GU26 6DD

DESCRIPTION An individual detached property situated in a semi rural location on the West Surrey and Hampshire border. The property offers spacious accommodation which would benefit from some modernisation throughout and is set within an acre plot of mature and well established gardens.



LOCATION 'Pastures' is situated in a semi rural location and is within easy access of local amenities and the A3. Haslemere and Liphook are both approximately two miles away, both offering a range of shops and mainline stations offering fast and frequent services to London Waterloo which take approximately one hour. There are excellent schools in Hindhead, Haslemere and Liphook. The area as a whole is surrounded by beautiful countryside where walking and riding can be enjoyed. There are golf clubs at both Liphook and Hindhead and Old Thorns Golf and Country Club and a health club at Forest Mere.

ACCOMMODATION Entrance hall, sitting room, dining room, family room, study, kitchen/breakfast room, utility room, downstairs bathroom, four bedrooms, en-suite shower room to the master bedroom, family bathroom, playroom. Approximately one acre gardens, detached double garage.

TENURE Freehold with vacant possession.

LOCAL AUTHORITY Waverley Borough Council, The Burys, Godalming, Surrey, GU7 1HR

VENDOR'S SOLICITORS Burley & Geach, 8 Swan Street, Petersfield, Hampshire, GU32 3HA
Tel: 01730 262401 Fax: 01730 265182

VIEWING Strictly by arrangement with the Auctioneers—Liphook 01428 728900
Tel: 01483 523333 Fax: 01483 523191

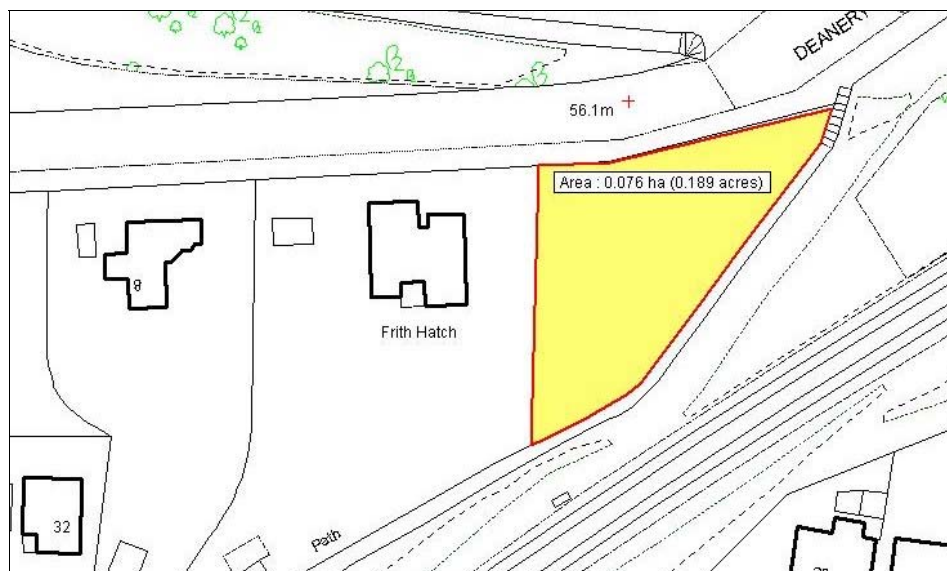
DIRECTIONS Proceed out of Liphook village on the London Road, continue over the bridge and join the A3 northbound towards London. After approximately ½ a mile turn right across the A3 signposted Hammer Lane. Pastures will be found shortly on the left hand side.

AUCTION GUIDE PRICE £450,000

LOT 7

ADDRESS Building plot adjoining 'Frith Hatch'. 30 Chalk Road, Godalming, Surrey, GU7 2AD

DESCRIPTION A sloping plot with distant views over the Lammas Land for a detached 2 storey house of approximately 2640 ft² gross internal with 5 bedrooms and 3 reception rooms. Planning consent was granted by Waverley Borough Council on the 4th October 2007 for the erection of a detached house under Application No. WA/2007/1685. Alternatively the vendors have had plans drawn up for a scheme of two semi-detached dwellings in place of the permitted single dwelling but these have not yet been submitted as a new planning application.



LOCATION Frith Hatch is located in this well established and popular residential area, close to the town and with far reaching views over the Lammas Lands and beyond. The main line station to London is within a convenient distance which gives you a fast and direct route to Waterloo in under an hour. Schools are available in the Godalming area ranging from primary to comprehensive. In addition there is an excellent sixth form college at Holloway Hill, Godalming. Comprehensive shopping and facilities can be found along Godalming High Street, including four superstores on the northern side of the town. Recreational facilities are readily available in the area as well as numerous clubs and societies. The A3 trunk road (linking with the M25 Wisley) can be accessed from Compton and Hurtmore.

TENURE Freehold with vacant possession .

LOCAL AUTHORITY Waverley Borough Council, The Burys, Godalming, Surrey, GU7 1HR
Tel: 01483 523583 Fax: 01483 523191

VENDOR'S SOLICITORS Bryan Connor & Co., St. Margaret's House, 18/20 Southwark Street, London, SE1 1TS
Tel: 020 7407 2863 Fax: 020 7407 0937

VIEWING Strictly by arrangement with the Auctioneers—Godalming 01483 417131

DIRECTIONS From Godalming town centre proceed towards Meadow and turn left at the roundabout into Chalk Road. Turn first right into Nightingale Road and then second left (sharp hairpin bend) into Deanery Road. The building plot adjoining Frith Hatch will be seen on the left hand side.

AUCTION GUIDE PRICE £250,000

LOT 8

ADDRESS George Potter & Co, 26 - 28 Grosvenor Road, Aldershot, Hampshire GU11 3DP

DESCRIPTION A substantial 3 storey Grade II listed premises built in the early 1850's which has been used as a musical instrument shop from the mid 1850's to the present day. The property has flexible use and excellent scope for redevelopment, subject to the usual Change of Use and planning consents.



LOCATION The property is located on a corner plot on the junction with Grosvenor Road and Queens Road situated close to the heart of Aldershot Town Centre. The property is located in a predominantly commercial and retail area, although there are a number of new flat developments in the area.

ACCOMMODATION The property is currently divided into two showrooms, showroom 1 measuring 38' x 18'6" which is adjoined to showroom 2 which measures 29' x 23'. There are several offices behind the showrooms, the office to showroom 1 measures 10'8" x 10'3" and there are two further offices measuring 10'3" x 6'9" and 14'6" x 7'3". There is a store room which measures 10' x 7'. There are concrete stairs which lead down to an extensive workshop which measures 29' x 21' with an additional section of 10' x 8'. From the ground floor stairs lead to the first floor, there is a store room which measures 10'4" x 10'8", a front room which measures 19'6" x 15' and a second room which measures 14' x 13'10". There are further stairs which lead to the second floor with a room measuring approximately 10' sq. and there is a further short flight of stairs to the top floor with two further rooms measuring 21' x 15'3" and 15' x 14'4". The building measures 60' which spans along Queens Road and 42' fronting onto Grosvenor Road. There is also a comprehensive range of buildings in a yard to the rear, as well as a garage accessed from Queens Road.

SERVICES All main services and Three Phase electric.

TENURE Freehold with vacant possession on completion.

LOCAL AUTHORITY Rushmoor Borough Council - Tel : 01252 398 398 Fax: 01252 524 017

VENDOR'S SOLICITORS Manches Solicitors, Aldwych House, 81 Aldwych, London, WC2B 4RP
Tel: 020 7404 4433 Fax: 020 7430 1133

VIEWING Strictly by arrangement with the Auctioneers - Guildford 01483 880900

DIRECTIONS From Guildford take the A3 southbound and join the A31 westbound. Turn left onto the A331 north bound and turn right onto the A323 Ash Road towards Aldershot town centre. Proceed along Ash Road and over the railway bridge and then turn left into Victoria Road. Proceed along Victoria Road to the 3rd set of cross roads and the property will be seen on the left fronting Queens Road and Grosvenor Road.

AUCTION GUIDE PRICE £425,000

LOTS 9 & 10

ADDRESS Garages 6 & 7 Doran Gardens, Doran Drive, Redhill, Surrey, RH1 6AY

DESCRIPTION Two garages with a 125 year lease from 1994.



LOCATION Doran Gardens is situated half way between Reigate and Redhill. The garages are set behind a block of 12 existing flats and there is planning permission to add another 6 flats to the block.

TENURE Leasehold with vacant possession.

LOCAL AUTHORITY Reigate and Banstead Borough Council, Town Hall, Castlefield, Reigate, Surrey, RH2 0SH
Tel: 01737 276000 Fax: 01737 276018

VENDOR'S SOLICITORS Bennett & Ryan, 491 London Road, Isleworth, Middlesex, TW7 4DA
Tel: 020 8568 2800

VIEWING Strictly by arrangement with the Auctioneers—Guildford 01483 880900

DIRECTIONS Leave Guildford on the A320, at the Stoke Crossroads continue on the A320 (London, Woking). At the roundabout take 1st exit then merge onto the A3 (London, Esher). Proceed for 7 miles before turning onto the M25. At the roundabout take the 3rd exit and join the M25 motorway southbound (Leatherhead, Gatwick Airport). Leave the M25 at junction 8, then at Reigate Hill Interchange roundabout take 3rd exit onto the A217 (Reigate, Redhill). Continue for 2 miles and at Reigate Town Centre traffic signals bear left onto the one way system onto the A25. Keep in left hand lane and continue forward (signposted Redhill). Turn left onto Doran Drive after one mile and Doran Gardens will be found at the end.

AUCTION GUIDE PRICE LOT 9 - £5,000
LOT 10 - £5,000

LOT 11

ADDRESS

White Lodge, Fortyfoot Road, Leatherhead, Surrey, KT22 8RN

DESCRIPTION

A detached 1950's property set on 0.42 of an acre. In very poor condition. Planning consent was granted in January 2007 under planning reference number MO/2007OO11/PLA) to demolish and construct four two-bedroom apartments. Gross area of around 2,800 sq ft on two storeys. We believe there might be further planning possibilities subject to the gaining of satisfactory planning consent. From our investigations the site could easily take five larger apartments with one being included in the roof void. There is also a large rear garden which has potential to be utilised with adjoining properties.



LOCATION

The property is situated close to the town centre and hospital in a predominantly residential road. Leatherhead is a successful business centre, historic market town and gateway to the beautiful Surrey Hills and surrounding countryside, excellent for cycling and walking. Conveniently situated close to Junction 9 of the M25 and main line station to London Victoria and Waterloo and with easy access to Heathrow and Gatwick airports.

TENURE

Freehold with vacant possession on completion.

LOCAL AUTHORITY

Mole Valley District Council, Pippbrook, Dorking, Surrey, RH4 1SJ
Telephone: 01306 885001

VENDOR'S SOLICITORS

Bevirs Solicitors, 141 High Street, Wootton Bassett, Wiltshire, SN4 7AZ
Telephone: 01793 848900

VIEWING

Strictly by arrangement with the Auctioneers - Haslemere 01428 664800

DIRECTIONS

Leave Guildford on the A320 and merge onto the A3 (signposted London and Esher). Branch left off the A3 and at the roundabout take the third exit joining the M25 motorway (signposted Leatherhead/Gatwick Airport). Leave the M25 at junction 9 and at the roundabout take the third exit onto the A243 (signposted Dorking/Heathrow Airport). At the roundabout take the second exit onto the A243 (signposted Dorking). At Knoll Roundabout take the 3rd exit towards the town centre and then take the 2nd exit turning left into Fortyfoot Road. The property will be found a short distance along on the left hand side.

AUCTION GUIDE PRICE

£350,000

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/or gas 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.