Pearsons Property Auction
Wednesday 6 April 2016

Commencing at 11am at
The Hilton Hotel, Ageas Bowl Cricket Ground
West End, Southampton SO30 3XH

Part of the national Auction House network
Notes from the Rostrum

After the success of our last Auction I am pleased to see that we have another good cross section of properties which I hope you will find of interest.

In February we saw higher levels of activity result in 80% of the lots being sold and 88% of those exceeded their guide prices. With almost £2.5 million of total sales, Auction House Pearsons were pleased to announce an all time record for the department which bodes well for 2016.

You will see within this catalogue that we are offering a lock up garage in Southsea, 4 separate flats, three 3 bedroom semi’s and one detached family home with potential, a modern town house in need of a kitchen and a large 5 bedroom Victorian semi requiring refurbishment.

There are opportunities here for both investors and those looking for a new home, so make sure you register to bid and good luck to you all.

Steve Sprake FNAEA

Auction Venue Directions

Hilton Hotel, Ageas Bowl, West End
Southampton SO30 3XH

The Ageas Bowl is located just off junction 7 of the M27 motorway, off the B3035 Botley Road. Follow the brown tourist signs for the Ageas Bowl. Upon entering the complex, take the first exit on the roundabout and the car park can be found on the left hand side.
Pearsons Property Auction
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Important notice to prospective buyers

1. Particulars of Sale
1.1 Prospective Buyers are advised to check the Particulars of any property to ensure that they are satisfied as to the accuracy of all measurements, areas, details of leases and all other matters subject to which the property is sold or has the benefit of. This should be done by making an inspection of the Property and by making all necessary enquiries with the Auctioneers and Vendor's legal advisors. The Prospective Buyer should also make all necessary searches and enquiries of appropriate authorities including local authorities. All measurements and areas referred to in the Particulars are approximately only.

1.2 No warranty is given as to the accuracy of any photographs and plans in the catalogue relating to the particular property to be offered for sale. They are provided to assist only in the location of the property. They should not be deemed to show the extent of the said property.

1.3 Prospective Buyers shall be deemed to have inspected the relevant property and to have made all necessary and appropriate enquiries and searches.

2. Inspection
Inspection of properties can only be made by prior arrangement and with the consents of Pearsons. Pearsons should be approached to make the appropriate arrangements.

3. Structure & Contamination
3.1 Prospective Buyers are strongly advised to consult their professional advisers in respect of the structure and possible contamination or pollution of any property to be sold. If necessary a full structural and environmental survey should be carried out by a professional qualified person.

3.2 No representation, warranty or undertaking whatsoever is made or intended to be made in respect to:
   a) the state of the structure of any property or condition, any fixtures fittings equipment or other items expressed to be included in the sale of any property
   b) the type of structure or whether such structure in adequate or properly constructed or otherwise whatsoever in relation to the state of repair of suitability of such structure or the fixtures fittings or other equipment thereon
   c) whether or not there is any contamination or pollution in relation to the property to be sold or any other property in the neighbourhood
   d) whether or not it complies with planning and building regulations or any legislation relating to the environment or contamination, pollution or dangerous or potentially dangerous substances.

4. Conditions of Sale
4.1 The attention of Prospective Buyers is drawn to the Conditions of Sale relating to any property to be sold. Buyers should note that the Conditions of Sale relating to a particular property may be obtained from Pearsons or the Vendor’s legal advisers.

4.2 Prospective Buyers should note that there may be additions or amendments to the Particulars or Conditions of Sale. An Addendum relating to these amendments will be available at the Auction. The Addendum will be attached to the sale Contract and form part of the Contract for Sale.

4.3 Buyers will be deemed to have read and considered the Particulars, Conditions and Addendum and have full knowledge of these and all documents and other matters referred to.

4.4 Prospective Buyers are strongly advised to consult their legal advisers in respect of the matters referred to in this paragraph.

5. Prior Sales
5.1 Prospective Buyers are strongly advised that they should contact Pearsons on the morning of the Auction to enquire whether a particular lot will be offered for sale at Auction or whether it has been withdrawn or sold.

5.2 Neither Pearsons nor the Seller will be responsible for any losses or abortive costs incurred by the Prospective Buyer’s in respect of Lots which are either withdrawn or sold prior to the Auction.

6. Sale of Property
6.1 Buyers should note that a legally enforceable Contract of Sale of the relevant property arises as soon as it has been “knocked down” to the Buyer at the Auction.

6.2 The bidder must then complete and sign the Memorandum of Sale and pay the required deposit. In default of such being provided at once Pearsons will be entitled to re-submit the property for sale and may treat the Buyer as being in breach of Contract. Such action will be taken without prejudice to any claim there may be against the Buyer for breach of Contract.

6.3 Before the end of the Auction, the successful bidder should arrange for a copy of the Sale Memorandum to be signed by or on behalf of the Buyer. Unless the Seller agrees otherwise the property will only be transferred to the Buyer named in the Buyer’s Slip and Sale Memorandum or Contract completed by the successful bidder. Specific Buyers must be named. Properties cannot be transferred to an un-named “nominee” or “agent”.

6.4 Unless otherwise stated in the Conditions of Sale, the property will be at the Buyer’s risk on being sold at the Auction. The Buyer should make his own arrangements for insurance immediately.

7. Deposit
7.1 The Buyer must provide a deposit cheque of 10% of the Purchase Price subject to a minimum of £3,000 per lot on the relevant property being “knocked down”. Cash deposits are not acceptable.

7.2 The deposit must be paid when the Memorandum of Sale is completed.

7.3 A separate deposit will be requested in respect of each lot purchased made payable to Pearsons Southern Ltd.

7.4 Unless otherwise specified, cheques will be accepted. Cheques must be drawn on a bank or branch of a bank in the United Kingdom. Any other cheques may be rejected.

8. Proof of Identification
Please ensure you bring with you on the day of the auction the following original proof of identification, UK Driver’s Licence or Passport and Utility Bill.

Please note it is a requirement that you provide documentation to confirm your name and residential address. Please refer to the table table printed at the bottom of the TERMS AND CONDITIONS TO BID BY PROXY page printed towards the back of this catalogue.

9. Buyers Fee
9.1 Each successful buyer or bidder will be required to pay the Auctioneers Pearsons a non-refundable buyer’s fee of £425 plus VAT. On purchases below £10,000 the buyer’s fee will be £150 plus VAT. The fee becomes payable on each lot on the fall of the hammer.

9.2 We recommend that you always check the Special Conditions of Sale relating to each property, so you are aware of any additional costs involved.

10. Completion
Completion date is 20 working days from the auction date of the contract unless specifically stated in the Special Conditions of Sale.

11. Please Note that you will NOT be entitled to KEYS or access to vacant properties until completion of the sale. If access is required it may be arranged through our offices with the permission of the seller. A charge will be levied if an accompanied viewing is necessary. Once we are advised by the seller’s solicitors completion has occurred the keys will be available for collection at our offices of the local key holder. If arrangements are made to post the keys, Pearsons take no responsibility for their delivery.
Lot 1 6 Castle House, Castle Way, Southampton SO14 2BP

Lot 1 Castle House is located on Castle Way, a stone’s throw from Southampton’s Water Front and Town Quay. Extensive shopping facilities are very close at hand notably the West Quay shopping centre. More localised shopping can be found on Southampton’s High Street.

DESCRIPTION This three bedroom maisonette boasts generous proportions with balcony views to the South and North aspects. This property would benefit from some simple updating and has a potential rental income of £9,600 pa.

ACCOMMODATION The accommodation comprises a lounge, kitchen, three bedrooms and a bathroom with separate WC. There is a secure parking area on site and storage shed.

EPC See legal pack for the report, current EPC rating D.
Lot 2  Garage 24, Rear of Southsea Terrace, Southsea PO5 3AU

- Single Lock-Up Garage
- Good Location
- Potential Rental Income £900 pa

023 9273 5558

35 Marmion Road, Southsea, Hampshire, PO5 2AT
southsea@pearsons.com

TENURE  LEASEHOLD
GUIDE PRICE  £15,000 - £20,000
LOCATION  Southsea Terrace is a prominent period building overlooking Southsea Common towards the seafront. The Hovercraft terminal with links to the Isle of Wight for daily commuting is within short walking distance. Vehicular access is to the left end of the building and the courtyard of garages can be found at the rear.
DESCRIPTION  This is a single lock-up garage in a good central location boasting a larger entry door measuring 8 ‘ wide by 8’ high. Previously let for £900 pa this will be a popular investment. To be sold with vacant possession.
Lot 3  48 St John’s Crescent, Sandown, Isle Of Wight, PO36 8EQ

- 3 Bed Maisonette
- Spacious Accommodation
- 14 Days Completion
- Off Road Parking

01983 252710

Trigg & Co
Block B, The Apex, St. Cross Business Park, Newport, IOW, PO30 5XW
sales@triggio.co.uk

TENURE LEASEHOLD
GUIDE PRICE £90,000
LOCATION St John’s Crescent is located in Sandown, a popular seaside resort on the southeast coast of the Isle of Wight. This property is situated with close proximity to the local beaches, as well as Shanklin and Sandown Golf Club and the Sandown train station for daily commuting.
DESCRIPTION Situated close to Sandown beach and the High Street this spacious three bed maisonette would make a brilliant holiday home or rental property with a potential income of £7,140 pa.
ACCOMMODATION The accommodation comprises a lounge, kitchen, three bedrooms and a shower room. Outside there is a driveway with space for one small vehicle and private gardens.
EPC See legal pack for the report, current EPC rating C.
Lot 4  77 Victoria Road North, Southsea PO5 1PP

- Spacious 5 Bed End of Terrace
- In Need of Complete Renovation
- Development Potential
- Walking Distance of the Seafront

PEARSONS
ESTABLISHED 1900

023 9273 5558
35 Marmion Road, Southsea, Hampshire, PO5 2AT
southsea@pearsons.com

TENURE FREEHOLD
GUIDE PRICE £375,000
LOCATION Victoria Road North is the main route into Southsea, thus provides rapid access in and out of the area. Albert Road, Elm Grove and Palmerston Road shopping facilities are all within easy reach.
DESCRIPTION In need of complete renovation this spacious end of terrace house has potential for conversion into separate flats or student accommodation (subject to relevant planning consents). Alternatively it could make an ideal family home when modernised.
ACCOMMODATION The accommodation is split over 4 floors; with a lounge, dining room, breakfast room, kitchen, shower room and conservatory on the ground floor, four bedrooms and a bathroom on the first floor, a further bedroom on the second floor and 2 reception rooms on the basement level.
EPC See legal pack for the report, current EPC rating F.
**Lot 5**  
Flat 10, Dukes Mill, Broadwater Road, Romsey SO51 8PJ

- **TENURE**  LEASEHOLD
- **GUIDE PRICE**  £140,000
- **LOCATION**  Dukes Mill is well positioned within the heart of Romsey town centre offering many independent shops and amenities that include a bus and train station. Romsey resides next to the River Test and there is good transport links to Winchester via the M3 and Southampton via the M27.
- **DESCRIPTION**  This spacious two bedroom purpose built first floor apartment is situated in a good central location. It provides a private entrance and resident parking. This is an ideal investment with a current rental income of £7,800 pa.
- **ACCOMMODATION**  The accommodation comprises a hallway, lounge, kitchen, bathroom and two bedrooms.
- **EPC**  See legal pack for the report, current EPC rating C.

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**LOT 5**

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01794 514516

44 The Hundred, Romsey, Hampshire, SO51 8BX

romsey@pearsons.com
Lot 6  Flat 1, 6 Lennox Mansions, S. Parade, Southsea PO5 2HZ

- 3 Bed Lower Ground Floor Flat
- Current Rental Income of £12,300
- Allocated Parking
- Walking Distance of the Seafront

023 9273 5558
35 Marmion Road, Southsea, Hampshire, PO5 2AT
southsea@pearsons.com

TENURE  FREEHOLD
GUIDE PRICE  £225,000
LOCATION  South Parade is set just back from the seafront, enjoying the open spaces of Southsea Common and a pleasant stroll along the Esplanade. The major shopping area of Southsea with its individual retailers and restaurants is within walking distance.

DESCRIPTION  This 3 bedroom lower ground floor flat is situated in a desirable seafront location. Currently producing a rental income of £12,300 pa this would make an ideal investment..

ACCOMMODATION  The accommodation comprises a lounge, kitchen, bathroom, 3 bedrooms (one with an en-suite). At the front there is an allocated parking space and access to the personal entrance.

EPC  See legal pack for current EPC rating.
Lot 7

Little Gables, 1 The Chequers, Nyewood, Petersfield
GU31 5JE

LOT 7

TENURE   FREEHOLD (part LEASEHOLD)
GUIDE PRICE £260,000
LOCATION Situated in the picturesque hamlet of Nyewood which is located between Rogate and South Harting. The immediate area provides excellent local schooling and the market town of Petersfield is a short drive away further offering excellent shopping facilities as well as great pubs and restaurants.
DESCRIPTION This three bedroom cottage nestled in a quiet rural setting is in need of some modernisation but does boast many of its original features dating back to the 1900’s. The property sits on a large, yet overgrown plot offering great potential and there is a side driveway for off road parking.
ACCOMMODATION Internally the accommodation comprises a lounge, dining room, kitchen and bathroom on the ground floor with three bedrooms located on the first floor. Externally there are front and rear gardens and a driveway.
EPC See legal pack for the report, current EPC rating G.
Lot 8  
I Goldsmith Avenue, Southsea, PO4 8DT

Lot 8  1 Goldsmith Avenue, Southsea, PO4 8DT

TENURE FREEHOLD

GUIDE PRICE £250,000

LOCATION Goldsmith Avenue is extremely well placed for the general amenities of the area which include regular bus services and a mainline railway station located on Fratton Bridge. There are plenty of recreational pursuits over the road in Milton Park and a selection of local schools within walking distance.

DESCRIPTION A well-proportioned semi-detached house with off road parking and integral garage. The property offers three double bedrooms, a south facing garden and views overlooking Milton Park. An opportunity to enhance the property makes this an ideal project of interest to builders and speculative buyers.

ACCOMMODATION The property comprises a lounge, separate dining room and kitchen on the ground floor with three bedrooms and a bathroom on the first floor.

EPC See legal pack for the report, current rating G.

• 3 Bed Older Style Semi-Detached House
• In Need of Renovation
• Off Road Parking and Integral Garage
• Views Towards Milton Park

023 9273 5558
Lot 9

46 Dale Road, Shirley, Southampton, SO16 6QL

- 3 Bed Detached House
- Off Road Parking
- In Need of Modernisation
- Potential Rental Income £10,500 pa

Lot 9

• 3 Bed Detached House
• Off Road Parking
• In Need of Modernisation
• Potential Rental Income £10,500 pa

TENURE          FREEHOLD
GUIDE PRICE     £235,000
LOCATION        Dale Road is located close to Southampton’s General Hospital and the Southampton’s Sports Centre
recreational facilities. There is local shopping within Shirley High Street and motorways links can be
accessed via the M271.
DESCRIPTION      This three bedroom detached house is situated in the residential district of Shirley and would benefit from
some modernisation.
ACCOMMODATION   The accommodation comprises a lounge, dining room and kitchen on the ground floor with three
bedrooms and a bathroom on the first floor. There is off road parking to the front with gated access to the
rear garden.
EPC              See legal pack for the report, current EPC rating E.
Lot 10  9 Chambers Avenue, Romsey SO51 5BG

LOCATION  Chambers Avenue is off Botley Road less than a mile from the centre of Romsey, with local amenities including shops, schools, bus routes and a mainline railway station. There is good access to the motorway via the M271 and the M3.

DESCRIPTION  A spacious semi-detached house situated in an established residential area within one mile of Romsey town centre. This property is of a non-standard construction so suitable for cash buyers only. In need of refurbishment but would make a lovely family home or rental property with a potential income of around £12,000 pa.

ACCOMMODATION  The accommodation comprises an entrance hall, large lounge/diner, kitchen, utility room, shower room on the ground floor, with three bedrooms and a bathroom on the first floor. Outside there is substantial off road parking at the front leading to a garage and a good size garden to the rear.

EPC  See legal pack for the current EPC rating.
Lot 11

7 The Haven, Bassett Green Rd, Southampton SO16 3PF

- 3 Bed Terrace Town House
- Popular Residential Location
- Allocated Parking
- Installation of Kitchen Required

023 8023 3288

58-60 London Road, Southampton, SO15 2AH
southampton@pearsons.com

TENURE FREEHOLD
GUIDE PRICE £250,000
LOCATION Bassett is a highly desirable district of Southampton, located close to Southampton City Golf Course, Southampton University Campus and Stoneham Golf Course. There is access to the M3 and M27 for daily commuting.
DESCRIPTION This three bedroom town house is located in an extremely popular residential area with a reasonable sized garden and an allocated parking space. The property does not include a fitted kitchen, however once installed this would be a very desirable family home.
ACCOMMODATION The accommodation is laid out over three floors and comprises a lounge, downstairs WC and space for a kitchen. On the first floor there are 2 double bedrooms (one with a balcony) and a family bathroom, the master bedroom can be found on the second floor with an en-suite. Outside there is open plan parking with an allocated space accessed via security entry gates.
EPC See legal pack for current EPC rating.
Identification Documents

Important Notice


As a requirement under this legislation, any person buying or bidding at auction MUST produce documentation to confirm their name and residential address. Please find a schedule of acceptable documentation.

You must provide one document from each list.

Please note that a driving license can be used as evidence for one or the other BUT NOT BOTH.

<table>
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<tr>
<th>Identity Documents</th>
<th>Evidence of Address</th>
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<tr>
<td>• Current signed passport</td>
<td>• Local Authority tax bill (current year)</td>
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<td>• Current full UK photo card driving licence, Provisional driving licence will not be accepted.</td>
<td>• Utility bill issued within the last 3 months</td>
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<tr>
<td>• Resident Permit issued by the Home Office to EU Nationals</td>
<td>• Current full UK driving license (old version), Provisional driving licence will not be accepted.</td>
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<td>• Inland Revenue Tax Notification</td>
<td>• Bank, Building Society or Credit Union statement</td>
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<td>• Firearms Certificate</td>
<td>• Most recent original mortgage statement from a UK lender</td>
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Pre-Auction Offers

Pre-auction offers must be submitted in writing to the Auctioneers’ office by letter or email, including name, address, telephone number and details of solicitors. Any pre-auction offer received is assumed to be a ‘best offer’ and no guarantee is given that there will be an opportunity to increase or review the offer should it not be accepted or should a better offer be received. Pre-auction offers can only be considered on the basis of an exchange of contracts prior to auction with a 10% deposit and payment of the Auctioneers’ administration fee. If an offer is accepted the lot will not be withdrawn from the catalogue or advertising programme until exchange of contracts has taken place.

Catalogue Mailing List

Catalogues are available for each auction and to be added to our mailing list, please complete the form below.

Name..............................................................................................................................................................................................................

Email....................................................................................................................................................................................................................

Telephone............................................................................................................................................................................................................

Additional Auction Services

Legal documents

Legal documents for some of the lots are now or will be available online. Where you see the relevant icon on the website, you will be able to download the documents.

Online Live

Visit www.eigroup.co.uk and select Online Auctions. Choose the auction and then Viewing Gallery. You will see details of the lot being offered and can watch the bidding as it happens. It is not possible to bid using this service.
## Sale Memorandum

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It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

- **£ Purchase Price**
- **£ Less Deposit**
- **£ Balance**

Dated

Completion Date

As per Special Conditions of Sale or Twenty Business Days after the Contract Date

Signed

Authorised Agent for Vendor

Dated

Signed

The Purchaser

Purchaser’s Solicitor

Postcode | Tel |
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Vendor’s Solicitor

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*For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.*
Proxy/Telephone Bidding Facility

PLEASE ALSO SIGN AND RETURN THE TERMS & CONDITIONS ON PAGE 15

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy [ ] Telephone [ ]

Name: ___________________________ Name of Company (if applicable): ___________________________

Address: ___________________________

Postcode: ___________________________

Tel: ___________________________ Mobile: ___________________________ Email: ___________________________

PROPERTY & BID DETAILS

Lot No: ___________________________ Property Address: ___________________________

My maximum bid (proxy bids only) will be: £ ___________________________

(amount in words): ___________________________

I hereby authorise Pearsons staff to bid on my behalf on the terms and conditions set out overleaf headed “Proxy or Telephone Bidding”, which I confirm I have read, understood and signed a copy of which is attached.

* I request that Pearsons first attempt to contact me on the telephone at the relevant time to enable me to bid myself. If a telephone link cannot be established for whatever reason, Pearsons are authorised to bid on my behalf under these terms (* Delete if telephone bid is not required).

DEPOSIT (tick as applicable)

☐ I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £510 inc VAT (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

OR

☐ I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £510 inc VAT (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

My cheque of £ ___________________________ is made payable to PEARSONS

(amount if applicable)

SOLICITORS

Solicitors Name: ___________________________

Address: ___________________________

Postcode: ___________________________

Tel: ___________________________ Person Acting: ___________________________

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: ___________________________ Date: ___________________________
Terms and Conditions
to bid by Proxy/Telephone

PLEASE NOTE: MINIMUM DEPOSIT FOR EACH TELEPHONE BID IS £3,000

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a clearing bank cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any telephone bid is £3,000 per lot.

2. The form must be sent to, or delivered to: Pearsons, 62 High Street, West End, Southampton, SO30 3DT to arrive before 6pm two working days prior to the start of the auction. It is the bidder’s responsibility to check that the form is received by Pearsons and this can be done by telephoning the office.

3. The bidder shall be deemed to have read the “Important Notice to Prospective Buyers”; 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 telephone bids, at about the time that the Lot comes up for auction attempts will be made to contact the bidder by telephone and, if successful, the bidder may then compete in the bidding. Otherwise the Auctioneers will not bid beyond the maximum authorised amount except by prior written arrangement.

5. In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Pearsons will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.

6. In the case of written bids, Pearsons staff will compete in the bidding up to the maximum of authorisation.

7. Pearsons reserve the right not to bid on behalf of telephone 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 will be made on behalf of the bidder and accept no liability.

8. In the event that the telephone/written bid is successful the Auctioneer will sign the Sale Memorandum on behalf of the bidder (a Contract will have been formed on the fall of the hammer).

9. In the event of a Contract, the deposit cheque will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be returned to the bidder.

10. In the event that the bidder is unsuccessful, the deposit cheque will be returned to the bidder promptly.

11. 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.

12. The authority can only be withdrawn by notification in writing delivered to Pearsons at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day’s auction. It is the bidder’s responsibility to obtain confirmation of receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any subsequent Contract is binding on the bidder.

13. 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 a bid in addition to any bid from Pearsons staff as empowered under the telephone/written authority. Pearsons 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 telephone/letter

Signed: __________________________
Date: __________________________

Please sign this page and ensure the form overleaf is completed.

IMPORTANT NOTICE - Money Laundering Regulations

PLEASE NOTE THAT any person buying or bidding at auction,
MUST produce documentation to confirm their name and residential address.

Please find below a schedule of acceptable documentation. You must provide one document from each list.

Identity documents:
- Current signed passport
- Current UK driving licence (old version) (Provisional Driving Licence will not be accepted)
- Current full UK driving licence (old version) (Provisional Driving Licence will not be accepted)
- Resident permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- Firearms Certificate

Evidence of address:
- Current full UK driving licence (old version) (Provisional Driving Licence will not be accepted)
- A utility bill issued within the last 3 months
- Local authority tax bill (current year)
- Bank, building society or credit union statement
- Most recent mortgage statement from a UK lender

Please note that a driving licence can be used as evidence for either one or the other BUT NOT BOTH.
Auction Conduct Conditions

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

These conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale set out hereinafter. The sale of each lot is also subject to the auction conduct conditions, sale, tenancy and arrears schedules which are available from the Auctioneer.

Auctioneer

A successful bidder will, before bidding for a lot at auction:

• the date specified for a catalogue or, in an appropriate case, a chartered surveyor and an accountant;
• the conditions of the sale;
• inspect the lot;
• carry out usual searches and make usual inquiries;
• check the consent of all available leases and other documents;
• check that what is said about the lot in the catalogue is accurate;
• where appropriate, the deposit any available deposit and purchase price terms;
• check whether VAT registration and elections is liable;

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

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

Auctioneer

The Auctioneer means:

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

Actual completion date

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

Approval

Any bank or building society that has signed up to the Banking Code or has agreed to be bound by the Service Charter and may state its name or its mark, or both, if it is the one gender and is the other gender.

Approved financial institution

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

Buyer

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

Buyer's deposit statement

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

Collection

The person or persons who agreed between the seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the purchase price is unconditionally paid in three sections:

Auction

The auction advertised in the catalogue.

Auction Conduct Conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

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Catalogue

The catalogue referred to in the conditions.

Condition

One of the auction conduct conditions or sale conditions.

Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date

The date of the auction and of the lot as isn’t sold at the auction.

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Lot

If two or more are jointly the buyer their obligations can be enforced against the jointly or against each of them separately.

Auctions

Auctioneers
The auctioneer shall notify the buyer if any lot is withdrawn from sale. The auctioneer shall make no representations as to the provenance of any lot. Any statements made by the auctioneer in the catalogue or any other statement made by the auctioneer are for the guidance of the buyer only and shall not be regarded as constituting a warranty or representation of fact or propriety.

1.8 

The auctioneer does not make any representations as to the provenance or condition of any lot unless the reverse is specifically stated. In particular, the auctioneer shall not be held liable for any defects or faults or for any other matter that occurs after the date of the auction unless otherwise agreed.

1.9 

The buyer is required to make an inspection of the items on which the sale is to be held and any lot shall be considered sold at the discretion of the auctioneer. The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.

1.10 

The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.

2.2 

The documents that are available before the auction include:

a) the documents, whether or not the buyer has read them; and
b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.

2.3 

The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.

2.4 

The buyer is required to make an inspection of the lot and any other matter that occurs after the date of the auction unless otherwise agreed.

3.5 

The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.

4.1 

The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.

5.4 

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14.1 

The auctioneer shall not be responsible for any acts, omissions, or defaults of the buyer or any third party and the buyer shall be held liable for any acts, omissions, or defaults of the buyer or any third party.
made the offer that confirms that case has been made by it or by any company in the same VAT group with it to be prior to completion.

G5. Transfer as a going concern

G5.1 Where the special conditions state:
(a) the offer and the buyer intend, and will act in all practicable steps to, complete the contract in person; and
(b) the offer and the buyer have appointed an administrator, the proceeds of whose appointment are to be paid to the administrator as a transferor of the whole or any part of the buyer’s interest under this contract.

G5.2 The seller confirms that the offer:
(a) is registered for VAT, either in the seller’s name or as a member of the same VAT group, and
(b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before three months after completion.

G5.3 The buyer confirms that:
(a) it is registered for VAT, either in the buyer’s name as a member of the same VAT group, and
(b) has (unless the buyer’s VAT registration is in the single standard-rate pool) made in relation to the lot a VAT option that remains valid and will not be revoked before three months after completion.

G5.4 The offer is to give to the seller as soon as possible before the agreed completion date evidence:
(a) of the buyer’s VAT registration;
(b) that the buyer has made a VAT option; and
(c) that the VAT option has been notified in writing to HM Revenue and Customs.

G5.5 If after completion, it is found that the sale of the lot is not a transfer of a going concern then:
(a) the offer or the buyer may, at the offer’s option, and
(b) the offer may require the transfer to be by the lender or another person.

G6. Capital allowances

G6.1 The condition G6 applies where the special conditions state that there are capital allowances available in respect to the lot.

G6.2 The seller is promptly to apply to the buyer all information reasonably required to enable the buyer to make an application to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G7. Performance agreements

G7.1 The offer agrees to use reasonable endeavours to transfer to the buyer, at the buyer’s cost, the benefits of the maintenance agreements with the whole or any part of the buyer’s interest under this contract.

G7.2 The buyer must, and the offer intends that the buyer shall, in respect of any all liability under such contracts the actual completion date.

G8. Landlord and Tenant Act 1987

G8.1 The condition G8 applies where the lot is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G8.2 The offer warrants that the offer has complied with sections 1B and 7A of that Act and that the requirements of qualifying tenants has not accepted the offer.

G9. Sale by practitioner

G9.1 The condition G9 applies where the sale is by a practitioner with a partnership agreement.

G9.2 The practitioner has been duly appointed and is empowered to sell the lot.

G9.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the offer, and the offer is not to be treated as a guarantee of any personal liability.

G10. The lot is sold:
(a) in whatever its condition at completion; and
(b) in whatever condition the buyer, at the buyer’s sole discretion, may vary, be, or have.

G11. Where relevant:
(a) the documents must include certified copies of those under review necessary (or as an addendum to) the document of appointment and the practitioner’s acceptance of appointment; and
(b) the offer or the buyer may require the transfer to be by the lender exercising power in sole name under the Land Law (Scotland) 1961.

G12. The buyer understands this condition G12 and agrees that it is the circumstances of a sale by a practitioner.

G20.01 If the special conditions state “There are no employees to which TUPE applies,” is this warranty by the offerer to the effect that:
(a) the offerer must notify the buyer of any such employees whose contracts of employment transfer to the buyer as an employer (the “Transferring Employees”). This notification must be given to the buyer not less than fourteen days before completion.
(b) the buyer confirms it will comply with its obligations under TUPE and any action or step taken in respect of the Transferring Employees.
(c) the buyer and the offerer acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the offerer will transfer to the buyer and, if they do, the buyer will in any event indemnify against all liability for the Transferring Employees after completion.

G20. Environmental

G20.1 The condition G20.1 applies where the special conditions state:
(a) the lot has been made available such reports as the buyer has to the opportunity to carry out its investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer confirms that it has taken into account the environmental condition of the lot.

G20.2 The buyer agrees to indemnify the offerer in respect of all liability for or resulting from the environmental condition of the lot.

G22. Service Charge

G22.1 The condition G22 applies where the special conditions state:
(a) payment of service charge is required to be provided.
(b) it is to be provided by the buyer.

G22.2 No apportionment is to be made in respect of the service charge.

G22.3 Within two months after completion the offerer must provide the buyer and the offerer agree to account for the service charge paid on:
(a) service charge attributable to each tenant;
(b) payments on account of service charges received from each tenant; and
(c) any amounts due from a tenant that have not been received.

G22.4 In respect of such services charge account, it is agreed that:
(a) payments on account (whether received or still due from a tenant) are attributable to service charge expenditure, the offerer must pay to the buyer an amount equal to the excess, if any, to which the offerer is entitled and the buyer is not entitled; and
(b) attributable service charge expenditure exceeds payment on account (whether paid or due to be paid to the offerer) for the period from the end of the service charge reconciliation date and pay the amount recovered to the offerer within five days of when an error has been identified.

G22.5 In respect of services charge expenditure that is not attributable to any of the above (whether those payments have been received or are still due), the offerer must use all reasonable endeavours to recover any outstanding claims from the tenant and in the next service charge reconciliation date and pay the amount recovered to the offerer within five days of when an error has been identified.

G23. Rent reviews

G23.1 The condition G23.1 applies where the special conditions state:
(a) the listing has not been agreed or determined.
(b) the tenant condition G11 (arrears) applies.
(c) the increased rent and interest recovered from the tenant that relates to the seller’s period of ownership of the lot, the buyer has read those reports or carried out any investigation.) and the buyer confirms that it has taken into account the environmental condition of the lot.

G23.8 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G23.9 Warranties

G23.10 All warranties are listed in the special conditions.

G23.11 Where a warranty is assignable the offerer must:
(a) hold the assignor’s promise to the person to whom the warranty is assigned.
(b) provide the assignor with a written notice of assignment to the person who gave the warranty.
(c) pay the (if any) premium payable to the assignor to obtain any assignment that is required.
(d) pay the tax on any assignment that is required.
(e) pay the tax on any assignment that is required.
(f) give the assignor with an official copy of the register relating to the lease to the assignee or to the person who gave the warranty.

G24.1 This condition applies where the tenant under a tenancy has the right to remain in occupation under part 11 of the Landlord and Tenant Act 1915 (as amended), and references to notices and proceedings are references to the renewal of the tenancy and the determination of any interest not as reasonably practicable the best at the next rent or rents reasonably obtainable, and the interest recovered from tenancies that have been increased rent and interest recoverable from the tenant that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.

G24.7 The offerer must comply with its obligations under TUPE and any action or step taken in respect of the Transferring Employees after completion.

G24.9. The buyer understands this condition and agrees that it is the circumstances of a sale by a practitioner.

G27.2 This condition applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
(a) procure that it becomes registered at the Land Registry as the buyer’s new title; and
(b) procure that all rights granted and reserved by the lease under which the lot is a terraced  or under the renewed tenancy account to the lot or part of that increase that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.

G27.3 The condition G27 applies where the lot comprises part of a registered title. The buyer must at its own expense as soon as practicable:
(a) procure that it becomes registered at the Land Registry as the buyer’s new title; and
(b) procure that all rights granted and reserved by the lease under which the lot is a terraced or under the renewed tenancy account to the lot or part of that increase that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.

G27.4 The offerer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.

G28.3 A communication is to be treated as received:
(a) delivered by hand; or
(b) delivered electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there a proof that it was sent to the address of the person to whom it is to be given (as specified in the special conditions) by a postal service that offers normally to deliver the next following business day.

G28.4 A communication sent by a postal service that offers normally to deliver the next following business day shall be treated as received on the next following business day.

G28.5 A communication is to be treated as received:
(a) when delivered, if delivered by hand or
(b) when personally acknowledged, if delivered electronically.

G29 Contracts (Rights of Third Parties) Act 1999

G29.1 This condition applies where the tenancy under a tenancy has the right to remain in occupation under part 11 of the Landlord and Tenant Act 1915 (as amended), and references to notices and proceedings are references to the renewal of the tenancy and the determination of any interest not as reasonably practicable the best at the next rent or rents reasonably obtainable, and the interest recovered from tenancies that have been increased rent and interest recoverable from the tenant that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.

G29.2 The offerer must comply with its obligations under TUPE and any action or step taken in respect of the Transferring Employees after completion.

G29.3 The buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller’s period of ownership of the lot, the amount of interest recoverable from the tenant that relates to the sale of the lot.
Pearsons Property Auctions
in association with Auction House

LOCAL KNOWLEDGE – NATIONAL STRENGTH

We offer a comprehensive service to clients wishing to offer their property for sale by Public Auction.

Auction House is the fastest growing auctioneering network in the UK and an increasingly attractive alternative to major London players and corporate firms. Now operating from 40 regional auction rooms with others set to open shortly, Auction House is the most effective independent option to local sellers, and operates from auction rooms easily accessible to local buyers.

Regional Auction House’s are run by prominent Estate Agents and experienced Auctioneers who have a wealth of knowledge and market experience. Auction House Pearsons offers that local capability and expertise along with national advertising and marketing – a combination of local knowledge and national strength that is both successful and compelling.

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To be held on Wednesday 25th May 2016 at 11am

Contact the Auction Department for a free consultation.

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![Map of Hampshire](image)