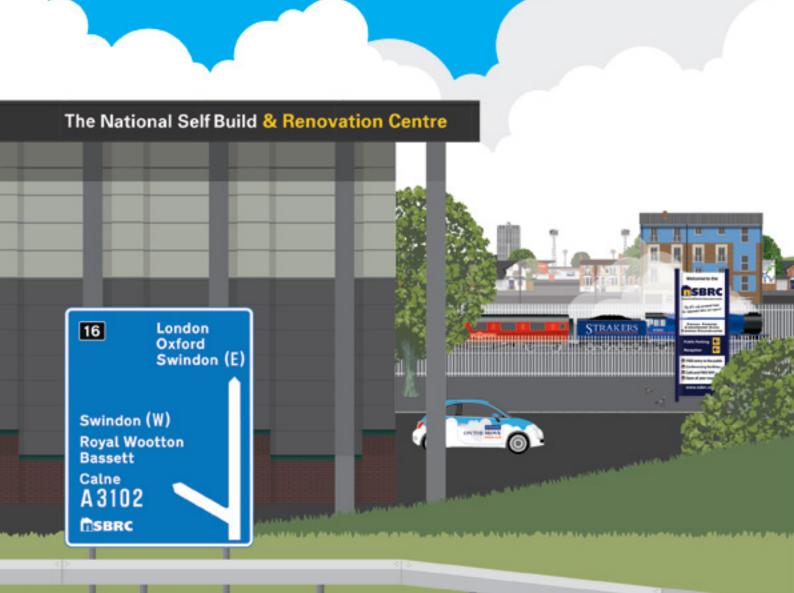
LAND AND PROPERTY AUCTIONS



October 2018

Thursday 25 October 7pm NSBRC **Swindon**





I am pleased to be able to provide you once again with an interesting selection of properties and it is possibly one of the most diverse catalogues Strakers have had. Included Lots range from a small parcel of storage land at £10,000+ through to an investment block of 7 flats at £700,000+ with the usual 'doer uppers' in between. I personally would like the converted barn at West Foscote and if I ever get round to selling enough properties at auction, I could well see myself in something similar!!

As always, if we can be of assistance, whether buying or selling, please don't hesitate to contact the team. Otherwise happy property hunting and I look forward to seeing you at the NSBRC on the 25th.

Charlie Doel MNAVA Director and Auctioneer

Meet the team Getting to the venue Charlie Doel MNAVA Director and Auctioneer SBRC charlie.doel@strakers.co.uk Great Western Way M4 J17 Tori Lancaster-Gaye Auction Negotiator BRISTOL Tori.lancaster-gaye@strakers.co.uk COSTA A3102 SWINDON Tom Alford 3102 GREAT WESTERN WAY Auction Valuer tom.alford@strakers.co.uk Lizzie Hooper M4 J15 SWINDON EAST Auction Administrator MARLBOROUGH LONDON lizzie.hooper@strakers.co.uk

Order of Sale

Thursday 25 October 2018 7pm, NSBRC Swindon

01	4 Blackcross Chippenham SN15 3LD	£95,000+	12	38 Farm Lane Great Bedwyn, Marlborough SN8 3LU	£295,000+
02	Building Plot adj 3 Prospect Place Marlborough SN8 1BY	£95,000+	13	Development Site at Honeystreet Pewsey SN9 5PS	£365,000+
03	17 Avon Square Upavon, Pewsey SN9 6AD	£100,000+	14	53 Pickwick Road Corsham SN13 9BS	£325,000+
04	Parcel of Land at Main Road Christian Malford, Chippenham SN15 4BS	£10,000+	15	54 The Spring Market Lavington, Devizes SN10 4EB	£235,000+
05	188 Malmesbury Road Chippenham SN15 5LR	£360,000+	16	7 Old Pit Terrace Clandown, Radstock BA3 3BE	£85,000+
06	The Drummer Boy, Church Street Market Lavington, Devizes SN10 4DU	£200,000+	17	Development at 116 Tydeman Street Swindon SN2 8AU	£195,000+
07	The Old Forge, 26 Main Road Christian Malford, Chippenham SN15 4BZ	£180,000+	18	129 London Road Calne SN11 0AQ	£150,000+
08	The Basement, Redlands 13 Charlotte Mews, Swindon SN1 3HT	£35,000+	19	11-13 Cambria Bridge Road Swindon SN1 5LH	£700,000+
09	153 The Street Broughton Gifford, Melksham SN12 8PR	£250,000+	20	39 Rotherstone Devizes SN10 2DD	£180,000+
10	Holly Tree House, West Foscote Farm Grittleton, Chippenham SN14 6AH	£585,000+	21	Garages at Queens Crescent Chippenham SN14 0NF	£45,000+
11	Land at The Croft	£15,000+			



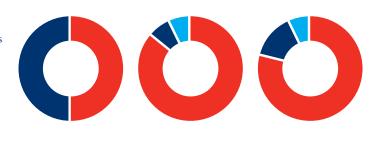
Broad Hinton, Swindon SN4 9PD

Results

September 2018

Total sales £1,436,000

There is no hiding from the lower than usual sales percentage at the last auction, however it is not all doom and gloom. As always we re-assess the sale afterwards and look at reasons behind both the good and bad. The positives are we sold many Lots that had been on the market with other agents without success. We also have offers on the majority of properties and are expecting to tie a couple more up. What this highlights is the importance of the correct guide price and expectations in the first instance, as in those cases, expectations are often exceeded.



Charlie Doel MNAVA

Director and Auctioneer

Sold	50%	Residential	86%	Private	79%
Unsold		Commercial			14%
		Development	7%	Probate	7%
		Development	7%	Probate	

01	1 Hill View Stockley, Calne SN11 0NR	£140,000+ Available	08	3 High Street Warminster BA12 9AG	£335,000+ Withdrawn
02	13 Avon Square Upavon, Pewsey SN9 6AD	£100,000+ Sold Prior	09	9 Martins Close Bottlesford, Pewsey SN9 6LP	£155,000+ Withdrawn
03	54 The Spring Market Lavington, Devizes SN10 4EB	£250,000+ Available	10	59 Charlton Road Tetbury GL8 8DX	£225,000+ £215,000
04	66 Oxford Road Calne SN11 8AH	£195,000+ £196,000	11	The Bungalow The Banks, Lyneham SN15 4NT	£325,000+ Available
05	40 Petticoat Lane Dilton Marsh, Westbury BA13 4DG	£185,000+ Sold Prior	12	Berry Cottage 4 Bury Lane, Bratton BA13 4RD	£170,000+ Available
06	9 London Road Chippenham SN15 3AJ	£495,000+ Sold After	13	The Old Dairy Morris Street, Swindon SN2 2HT	£120,000+ Available
07	4 Slater Road Pewsey SN9 5EE	£150,000+ Available	14	14 Wells Road Bath BA2 3AP	£195,000+ £200,000

WITH YOU EVERY STEP

Being on the doorstep is key to providing a service that is with you for every stage of your move. To discuss your next step, simply give us a call.



In branch | Online | On the move **strakers.co.uk**

Auction process

View Property

It is essential to inspect the lot preferably more than once. Due to the condition of some auction properties we advise all viewers to take the necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, Strakers cannot be held liable for loss or injury caused while viewing or accessing any lot.

Check Legal Pack The legal pack is available from the auctioneers' website www.strakers.co.uk.

Arrange Finance Although finance can be arranged after the sale if you do require a mortgage then it is advisable to at least obtain a decision in principle prior to auction from a mortgage broker who is experienced in the timescales of the auction process. We can provide

local recommendations if required.

We would also recommend that you take professional advice from a chartered surveyor Consult a Surveyor

to make sure the property is structurally sound.

Consult a Solicitor It is advisable that you consult a solicitor about the purchase. You will need to make all

the usual enquiries and check whether VAT registration and election is applicable.

Contact the auctioneers prior to attending the auction to confirm your desired lot is **Auction Day**

still being offered. Allow sufficient time to get to the venue and park. Look out for any

notices posted and listen carefully to the auctioneer's announcements.

Bidding You will be asked to register for a bidding number at the front desk. Please make sure you bid clearly and are in a position that the auctioneer can see you.

Bidding by Proxy You can make a telephone or proxy bid. This authorises the auctioneer to bid on your or Telephone behalf up to a pre-set limit. Forms and conditions are available from the auctioneers'

offices. A completed form and two cheques (one for the 10% deposit (minimum £3,000) and one for the buyer's administration fee of £600 including VAT) are

required to be at the auction office prior to the auction.

Succesful Bid When you buy a lot you will be approached by a member of Strakers staff and taken to

> the contract area to sign the memorandum of sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by bankers draft, building society cheque or personal cheque. Cash or card

payments will not be accepted.

Buyers' Purchasers will be required to pay by cheque, an administration fee of £600 including

VAT in addition to the deposit. A VAT receipt can be issued upon request.

Completion is usually about 28 days after the auction. Keys will be be available from Completion

the local Strakers office.

Administration Fee

Buying at auction is a simpler process than you may think but you need to be well prepared for the auction day. The General 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.

The particulars and other information

We have taken reasonable care to prepare particulars that correctly describe each lot. However the particulars are based on



information supplied by or on behalf of the seller and we are not responsible for errors. The particulars are for your information but you must not solely rely on them. They do not form

part of any contract between the seller and the buyer. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

Plans, maps and photographs

The plans, maps and photographs published on our website and in the catalogue are for identification purposes only. The plans are not to scale.



Energy Performance Certificates

within the catalogue. The full certificate will be available to download from our auction website.

*Guide prices

Where guide prices or guide ranges are given then prices are not to be taken as an opinion of the value of the lot or necessarily figures at which a lot will sell. They are only intended to be an indication. The price achieved at auction may be more or less. Guide prices or ranges may be altered

prior to the sale day. It is possible that the reserve price set for any lot may exceed the quoted guide price.

Reserve price

Unless stated otherwise each lot is subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the vendor and the auctioneer just prior to the auction. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price.

Pre-auction offers

Offers made on any lot included in the auction may be accepted by the vendor prior to the auction. Offers will only be acceptable if you are in a position to exchange contracts on the lot prior to the auction date.

Proof of identification

In order to comply with recent legislation, please note that any person buying at auction must produce documentation to confirm their name and residential address. You must provide two documents. The following are acceptable; UK driver's licence, passport, utility bills and bank or

mortgage statement. If you are bidding on someone's behalf we will require their ID along with a letter of authority allowing you to bid and sign the contract on their behalf.



The contract

A successful bid is one we accept as such. If you make a successful bid for a lot you are obliged to buy that lot on the terms of the sale memorandum. The price will be the amount you bid plus VAT (if



applicable). Bidding on someone else's behalf you are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from

the person for whom you are the agent. Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot and can provide proof of position within the company and a company letterhead.

Insurance

Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion.



Post-auction sales

If a lot you are interested in is not sold during the auction please speak to the auction team afterwards and make an offer. Your offer will be put forward to the vendor and if accepted, you will be able to proceed with your purchase under auction rules.

IMPORTANT NOTICE



The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 came into force on the 26th June 2017 and all Auctioneers are now required to verify the identity of all bidders before the auction.

PRIVATE INDIVIDUALS

In order to verify your identity, we must inspect and copy original documentation that must be in date. Please find below a schedule of acceptable documentation.

UK PRIVATE INDIVIDUALS

You must provide one document from each list

List A - Identity documents:

- · Current signed passport
- · Current UK photo card driving licence
- · Current full UK driving licence (old version)
- · Provisional driving licence
- · Resident permit issued by the Home Office to EU Nationals
- · HMRC Inland Revenue tax notification
- · Firearms certificate
- · Self-employed in the construction industry tax exemption certificate with photograph of holder (forms C155, C156 or SC60)

List B - Evidence of address:

- · Current UK photo card driving licence
- · Current full UK driving licence (old version)
- $\cdot \ Provisional \ driving \ licence$
- · 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.

NON-UK PRIVATE INDIVIDUALS

You must provide one document from each list

List A - Identity documents:

- · Full and valid passport
- · National identity card
- · Photo driving licence

List B - Evidence of address:

- · A utility bill issued within the last 3 months (but not mobile phone bills as these can be sent to different addresses).
- · Bank, building society or credit union statement containing a current address.
- · A reference from a bank or regulated legal professional who has advised the individual for the past two years.

Please note PO Box numbers and addresses listed c/o (care of) are not permitted.

Certified copies (signed and stamped by a professional person) of the above documents should be sent when returning completed remote bidding forms.

CORPORATE BODIES, (INCLUDING TRUSTS ETC.)

We will not be able to accept any bids from a corporate body until we are fully satisfied that we have identified the ultimate beneficial owner. Importantly, the Regulations place a legal duty on all corporate bodies, including trusts etc, to provide us (the relevant person) with this information:

Part 5 of the Regulations states:

Corporate bodies: obligations
43.(1) When a UK body corporate which is not listed on a regulated market enters into a relevant transaction with a relevant person, or forms a business relationship with a relevant person, the body corporate must on request from the relevant person provide the relevant person with:

(a) information identifying:

- (i) its name, registered number, registered office and principal place of business;
- (ii) its board of directors, or if there is no board, the members of the equivalent management body;
- (iii) the senior persons responsible for its operations;
- (iv) the law to which it is subject;
- (v) its legal owners;
- (vi) its beneficial owners; and

(b) its articles of association or other governing documents.

For further information on the requirements, please request a copy of our AML Corporate information request - Corporate and Trust.

You are strongly advised to prepare in advance the necessary paperwork. This is especially important with the more complex corporate structures; it will take considerably longer to conduct our due diligence, as each layer of the structure needs to be carefully checked until we have eventually identified who the ultimate beneficial owners are. If we are not fully satisfied, we will not be able to accept any bids.

2 Bedroom semi-detached house within a short distance of the town centre. In need of modernisation and would suit owner occupier or investor. Parking, side and rear gardens.







Situation and Description

This 2 bedroom semi-detached house is within a short distance of the town centre. Situated in a mature residential area with local amenities. Chippenham has a wide range of shopping and entertainment facilities. There are primary and secondary schools, a leisure centre and cinema as well as a mainline railway station. There is good access to the M4 motorway at junction 17.

The house has gas central heating and double glazing but is now in need of modernisation. The property sits in a good sized corner plot and has scope to extend to the side/rear (subject to planning).

In good order the house would have an estimated rental value of about £675 per calendar month equating to **about** £8,100 per annum.

For further information on lettings and management please contact Chippenham lettings on 01249 652 717.

Accommodation

Ground Floor

Entrance Hall with staircase off and understairs cupboard.

Sitting/Dining Room 19'5"(max) x10'11"(max) (5.92x3.34) with doors to the outside.

Kitchen 12'2"(max) x7'6"(max) (3.72x2.29) with floor units and wall cupboards.

First Floor

Landing
Bedroom 1 13'11"x8'10" (4.24x2.69) with built-in wardrobe.
Bedroom 2 10'7"x10'3" (3.23x3.13) with airing cupboard.

Bathroom with panelled bath, wash hand basin and W.C.

Directions

From the Market Place in Chippenham proceed on The Causeway and continue over the first roundabout onto the A4 London Road. Proceed along London Road and take the fourth left onto Blackcross. The property is on the right.

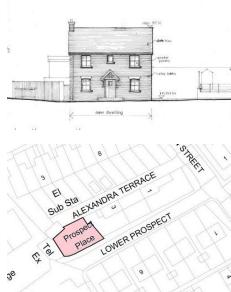
Building Plot adj 3 Prospect Place

Marlborough, Wiltshire, SN8 1BY

*Guide Price £95,000+ Plus Fees

Individual building plot with consent for a detached 2 bedroom house with garden and parking spaces. Situated within walking distance of the town centre in a popular residential area.





Situation and Description

The building plot is situated in a residential area within close walking distance of the town centre. Marlborough is a picturesque town with an excellent High Street providing a twice weekly market and a diverse range of local and national shops. The town has a variety of schools and leisure facilities as well as offering a number of restaurants and public houses.

There is good access to the M4 motorway about 7 miles to the north and the larger centre of Swindon lies beyond. There are also regular mainline rail services to London from nearby Pewsey or Great Bedwyn.

Detailed consent for the erection of a detached dwelling with associated parking was granted by Wiltshire Council under Application No. 17/07965/FUL on the 9th October 2017.

The approved plans are for a detached cottage with an internal floor area of about 950ft² (81m²) comprising on the ground floor an Entrance Hall, Living Room, Kitchen and Cloakroom. The first floor comprises Landing, 2 Bedrooms and a Bathroom.

The cottage sits in the far corner of the plot and will have garden areas to the front and side and there will be 2 parking spaces.

Copies of the decision notice and approved plans are available from the Auctioneers.

The extent of the site and parking is shown coloured pink for identification purposes only on plan. It is believed that all mains services are either on site or nearby but it is the responsibility of prospective purchasers to satisfy themselves as to the availability and suitability of such services by making all necessary enquiries of the relevant statutory authorities.

Directions

From the High Street, proceed towards London direction and bear right at the end into New Road. At the roundabout turn left into Barn Street and then right at the traffic lights into St Martins. Take the 1st left into Blowhorn Street and then 2nd left into Prospect Place. The plot is along on the right.

2 Bedroom terraced house for improvement in the Pewsey Vale. In an elevated position with views to front over a central green. Rear garden.







Situation and Description

This terraced 2 bedroom house is situated on the outskirts of this popular village in the Pewsey Vale. The house which looks over a green is in a residential area of similar houses. It is within walking distance of the village amenities to include village shop, church and public houses. A wider range of facilities are available in Pewsey which also has a mainline railway station. The larger towns of Devizes, Marlborough, Salisbury and Andover are within easy travelling distance.

The house which is believed to date from the early 20th century is in need of modernisation and improvement. There are excellent views from the first floor windows.

To the front is a small courtyard and at the rear is a garden mainly laid to lawn. There is a pedestrian right of way across the rear of the whole terrace for all the properties.

In good order the property would rent for about £650 per calendar month which equates to **about** £7,800 **per annum**.

For further information on lettings and management please contact Marlborough lettings on 01672 518 099.

Accommodation

Ground Floor

Entrance Porch
Sitting Room 14'5"x10'10" (4.39x3.30)
Kitchen 14'6"x7' (4.42x2.12) with floor units and wall cupboards, built-in cupboard.

Rear Lobby with staircase off and door to outside.

Bathroom with bath, wash hand basin and W. C.

First Floor

Landing Bedroom 1 14'5"x11' (4.39x3.35) Bedroom 2 11'9"x 7' (3.59x2.12)

Directions

From Devizes direction proceed through Upavon and continue towards Everleigh. Upon leaving the village take the second turning left into Avon Square and the house is on the right.

Parcel of Land at Main Road

Christian Malford, Chippenham, Wiltshire, SN15 4BS

*Guide Price £10,000+ Plus Fees

Parcel of open storage land with B8 use in a rural position towards the outskirts of the village and adjoining residential properties. Gated access to the main road.







Situation and Description

This parcel of land is situated on the Chippenham - Lyneham road close to the popular village of Christian Malford.

The village has a good selection of local amenities to include village shop, primary school, public house, village hall and recreation ground.

It is within easy reach of the larger towns of Chippenham and Royal Wootton Bassett with the former having a mainline railway station. There is convenient access to the M4 motorway at Junction 17.

The land runs alongside the road with a gated access at the western end, a Certificate for Lawful Use for B8 open storage use on the land was approved by Wiltshire Council under Application No 05/01057/CLE.

The land which is shown edged red for identification purposes only on aerial photograph has a frontage to Main Road of about 282ft (86m) and a depth ranging from 17ft (5.2m) to 53ft (15.8m).

Directions

From Chippenham direction proceed on the B4069 towards Lyneham and continue through the village of Sutton Benger. Pass the turning to Christian Malford and the land is along on the left. *Guide Price £360,000+ Plus Fees

05

Spacious 4 bedroom detached house with stunning garden of about 0.32 acre. In need of modernisation with scope for further extension (subject to planning). Ample parking and garage.







Situation and Description

This spacious detached house is situated in an established residential area amongst a mixture of properties towards the outskirts of town with easy access to the M4 motorway as well as the A4 and A420 to Bath and Bristol. Chippenham has a wide range of shopping and entertainment facilities. There are primary and secondary schools, a leisure centre, cinema and a mainline railway station.

The property which has flexible accommodation requires modernisation and updating but offers scope to rearrange the layout. There is also ample space to extend to the rear (subject to planning).

At the front is a lawned area with trees and also a large driveway with parking for 4/5 cars leading to a *Garage* 28'(overall)x11'3" (8.54x3.43) with electricity and water tap.

One of the main features of the property is the well tended and loved rear garden. Immediately behind the house is a patio area leading to a lawn with pond and summer house. Further down the garden are vegetable patches and many fruit trees and plants which produce raspberries, figs, apples, pears, greengages and plums. There is also a greenhouse and garden sheds.

In total the property extends to **about 0.32 acre**.

Accommodation

Ground Floor

Entrance Hall with staircase off.

Living Room 23'x12'2" (7.01x3.70) with patio doors to the rear garden, fireplace.

Cloakroom with wash hand basin and W.C.

Kitchen 15'8"x13'2" (4.78x4.02) with fitted floor units and wall cupboards, built-in oven and hob, two

larder cupboards and door to sun room. *Side Hall* 8'5"x5'1" (2.57x1.54) with door to the front.

Utility Room 12'x5'2" (3.64x1.55) with floor units and floor mounted boiler. Sun Room 7'2"x6'1" (2.19x1.84) overlooking the garden.

First Floor

Landing with airing cupboard. Bedroom 1 13'4"x10' (4.05x3.02) with built-in wardrobe.

Bedroom 2 11'5"(max)x11' (3.46x3.34) with built-in wardrobes and wash hand basin.

Bedroom 3 12'2"x9'8" (3.70x2.95) Bedroom 4 10'1"x9'4" (3.06x2.83) Bathroom 9'2"x6'1" (2.78x1.85) with panelled bath with shower over, wash hand basin and W.C. Cloakroom with W.C.

The Drummer Boy, Church Street

Market Lavington, Devizes, Wiltshire, SN10 4DU

*Guide Price £200,000+ Plus Fees

Former public house with consent for conversion to 2 x 3 bedroom houses plus a detached 2 bedroom house in the car park. Central village location.







Situation and Description

This former public house is situated in the heart of this popular Wiltshire village within walking distance of a wide range of local amenities to include a Post office, Co-op convenience store, butchers, cafe, public house, a church, community centre, chemist and doctors surgery. There are also primary and secondary schools within easy reach.

Detailed planning consent has been granted on appeal by Wiltshire Council on the 1st September 2016 under Appeal No APP/Y3940/W/16/3147852 for the conversion of the former public house into 2 houses with demolition of the single storey building to the rear and the erection of a detached dwelling in the rear car park. Copies of the decision notice and approved plans can be inspected at the Auctioneers offices. There are no CIL contributions to be paid.

The approved plans provide for conversion of the public house to 2 dwellings.

House No1 comprises on the ground floor; Entrance Hall, open plan Living Room/Kitchen and Cloakroom. On the first floor; Landing, 2 Bedrooms and a Bathroom and on the third floor; Bedroom with En-suite Shower Room. It has an **overall internal floor area of about 900ft² (83.65m²)**.

House No2 comprises on the ground floor; Entrance Hall, open plan Living Room/Dining Room/Kitchen and Cloakroom. On the first floor; Landing, 3 Bedrooms and a Bathroom. It has an overall internal floor area of about 935ft² (86.9m²).

Both houses will have rear gardens and 2 parking spaces.

New Build House No3 comprising on the ground floor; Entrance Hall, Living/Dining Room, Kitchen and Cloakroom. On the first floor; Landing, 2 Bedrooms and a Bathroom. It has an overall internal floor area of about 777ft² (72.2m²). It will have a garden and 2 parking spaces.

It is believed that main services of water and electric are available on site or nearby but it is the responsibility of prospective purchasers to satisfy themselves as to the availability and suitability of such services by making all necessary enquiries of the relevant statutory authorities.

The extent of the property is shown coloured pink for identification purposes only on plan.

The Old Forge, 26 Main Road

Christian Malford, Chippenham, Wiltshire, SN15 4BZ

*Guide Price £180,000+ Plus Fees

07

2 Bedroom semi-detached cottage in a semi-rural position. In need of renovation with scope for extension (subject to planning). Good garden, parking and garage. About 0.17 acre.







Situation and Description

This two bedroom cottage is situated on the Chippenham - Lyneham road close to the popular village of Christian Malford.

The village has a good selection of local amenities to include village shop, primary school, public house, village hall and recreation ground.

It is within easy reach of the larger towns of Chippenham and Royal Wootton Bassett with the former having a mainline railway station. There is convenient access to the M4 motorway at Junction 17.

The cottage which borders open farmland is in need of complete renovation with scope for re-development to either a new build or extension (subject to planning).

The cottage sits on the edge of a good sized plot which extends to **about 0.17 acre**.

There are two lawned front gardens with a driveway through the middle leading to a detached garage. Towards the rear is a level garden with greenhouse, wooden shed and two block built stores. The property backs onto farmland at the rear and side.

Accommodation

Ground Floor

Living Room 15'x11'2"(max) (4.56x3.40) with fireplace and staircase off.

Kitchen 12'x6'4" (3.66x1.92) with sink unit and understairs cupboard.

Rear Hall with door to rear garden.

Bathroom 7'1"x6'7" (2.15x2.00) with panelled bath, wash hand basin and W.C.

First Floor

Landing
Bedroom 1 14'6"(max)x9'8" (4.43x2.95)
Bedroom 2 8'11"x8'2" (2.71x2.48)

Directions

From Chippenham direction proceed on the B4069 towards Lyneham and continue through the village of Sutton Benger. Pass the turning to Christian Malford and continue for about 1 mile and the cottage is along on the left.

The Basement, Redlands, 13 Charlotte Mews

Old Town, Swindon, Wiltshire, SN1 3HT

*Guide Price £35,000+ Plus Fees

Spacious converted basement in an attractive property in a popular part of Old Town. Currently has A2 useage but could have other potential uses (subject to planning). Parking space.







Situation and Description

This interesting and quirky investment opportunity is situated close to the centre of Old Town with good links to the town centre. Swindon is one of the fastest expanding towns in the South West with an increasing amount of employment, shopping and leisure opportunities. There is a mainline station which goes to both London Paddington and Bristol.

This basement is in a recently converted Grade II listed period property located only a short distance from the hustle and bustle of the High Street but right on the entrance to Lawns Park with its open outlook and attractive walks. The basement has consent for A2 office use and has been split into two main rooms with a large store room and W.C.

The basement is accessed through the communal entrance hall which services the remainder of the flats in the building. It has power, light and a window to one of the rooms. In recent times it has been used as a wine store/meeting place.

There is a car parking area adjoining the property and the basement will be sold with one of the parking spaces.

Accommodation

Ground Floor

Communal Entrance Hall

Basement

Hall

Room 1 16'1"x12'5" (4.91x3.78) Room 2 15'8"x12'5" (4.75x3.78) Store Room 11'6"x5'1" (3.51x1.54) Cloakroom with wash hand basin and W.C.

Tenure

The basement is held on a long lease and the details of the lease will be available from the legal pack.

Directions

From the High Street in Old Town turn into Charlotte Mews and the building is along on the right with the parking area immediately after it.

Charming 2/3 bedroom semi-detached cottage in need of modernisation situated in this sought after village. Fabulous garden and parking area. Potential to extend (subject to planning).







Situation and Description

This charming 2/3 bedroom semi-detached cottage is situated in the popular village of Broughton Gifford. The village is set in the rolling Wiltshire countryside near the historic market towns of Bradford on Avon and Melksham. The village has a thriving school, a large common, beautiful countryside walks, a cricket and football pitch, bowling green, a village hall and two popular public houses.

The village of Holt just up the road offers a village store and café. Nearby Bradford on Avon, Trowbridge and Melksham offer a wealth of shopping facilities and further afield is the World Heritage city of Bath.

The stone cottage which has been extended in the past is in need of modernisation.

The property offers great potential to reconfigure the accommodation and/or extend to make it a larger family home (subject to planning).

To the front of the cottage is a parking area leading to a large shed/garage. One of the main selling points of the cottage is the excellent rear garden which is enclosed by a stone wall with shrub and flower borders. A patio area to the rear with pond and steps up to a lawn. There are further seating areas towards the far end of the garden.

Accommodation

Ground Floor

Kitchen 13'1"x8'5" (3.98x2.54) with floor units and wall cupboards, built-in cupboard and open through to:

Dining Room 10'7"x8'6" (3.23x2.58) with steps down to:

Sitting Room 18'1"x14'(max)9'9"(min) (5.51x4.26>2.97) with feature fireplace, staircase off with cupboard under.

Utility Room 9'2"x5'3" (2.80x1.59)

Sun Room 10'4"x6'9" (3.15x2.05)

First Floor

Landing

Bedroom 1 13'1"x8'10" (3.98x2.69) with built-in cupboard.

Inner Bedroom 10'2"x9' (3.10x2.74) with cupboard and leading to:

Bedroom 2 13'x9'10" (3.97x2.98)
Bathroom with panelled bath, wash hand basin and W.C.

Directions

From Bradford On Avon proceed through Holt and turn left towards Broughton Gifford. Upon entering the village the cottage is on the right. **10**

Holly Tree House, West Foscote Farm

Grittleton, Chippenham, Wiltshire, SN14 6AH

*Guide Price £585,000+ Plus Fees

Attractive barn conversion with five bedrooms in a semi-rural setting. In need of some modernisation with large garden, ample parking and double garage with adjoining workshop.







Situation and Description

This Grade II listed barn conversion is situated in a former farmyard development in the curtilage of West Foscote Manor, close to the popular village of Grittleton. This village is located on the edge of the Cotswolds and includes a number of stunning Cotswold stone buildings including the highly respected Grittleton Manor and The Neeld Arms, a traditional English public house.

The nearby towns of Chippenham and Malmesbury provide an extensive range of amenities, as well as mainline railway station to the former. There is easy access to the M4 Motorway and both Bath and Bristol are within easy travelling distance.

The property which has oil fired central heating and spacious accommodation retains a wealth of character, however is now in need of some modernisation.

To the front is a large 'in and out' driveway with landscaped garden areas with trees and shrubs. At the rear there is a private and enclosed garden with patio area, behind this is a further parking area leading to a *Double Garage* 18'x17' (5.48x5.18) with adjoining *Workshop* 13'5"x12' (4.09x3.66).

Behind this is a further lawned area with mature trees and shrubs and the whole property extends to **about 0.27 acre**.

Accommodation

Ground Floor

Entrance Hall 18'6"x13'3"(5.64x4.04) with staircase off and understairs cupboard. Sitting Room 19'2"x17'9" (5.84x5.41) with open fireplace.

Dining Room 21'4"x12'2" (6.50x3.71) with doors to outside.

Kitchen/Breakfast Room 22'1"x10' (6.73x3.05) with floor units and wall cupboards.

Family Room 18'6"x13'7" (5.64x4.14) Study 14'10"x10' (4.52x3.05) Cloakroom with wash hand basin and W.C.

First Floor

Landing

Bedroom 1 16'8"x12'8" (5.09x3.86) with built-in wardrobes.

En-Suite Bathroom with bath, shower cubicle, bidet, wash hand basin and W.C. *Bedroom 2* 15'7"x9'5" (4.74x2.88) with built-in wardrobe.

Bedroom 3 12'6"x9'3" (3.81x2.82)
Bedroom 4 10'6"x10' (3.21x3.06)
Bedroom 5 11'10"x9'4" (3.60x2.85)
Bathroom with wash hand basin, bath and W.C.

Corner plot of land in a residential area in the heart of the village. Planning refused for residential dwelling. About 0.15 acre.







Situation and Description

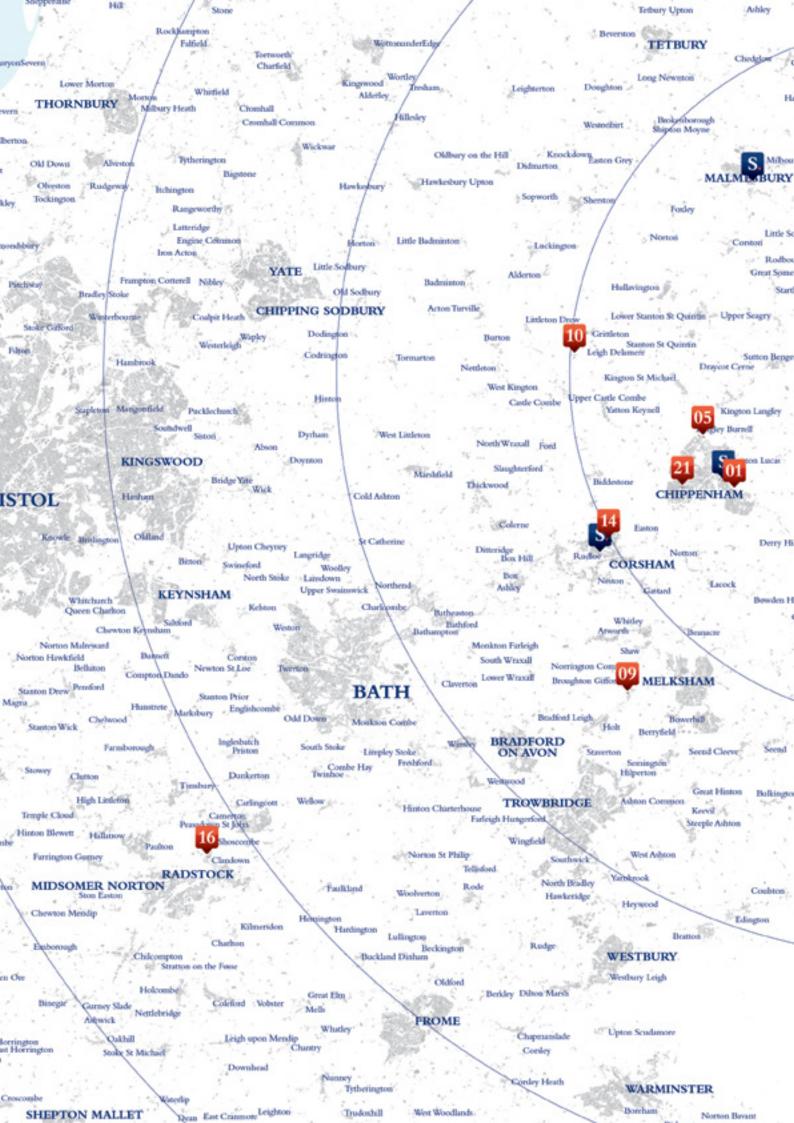
This parcel of land is situated in the popular hamlet of Broad Hinton which offers a local Post Office/store, public house and sought after Church of England primary school. Broad Hinton lies about 4 miles south of Royal Wootton Bassett which offers a large selection of local amenities and facilities. The hamlet is ideally placed for easy access to the larger towns of Swindon, Chippenham and Devizes with junction 15 of the M4 motorway within easy reach.

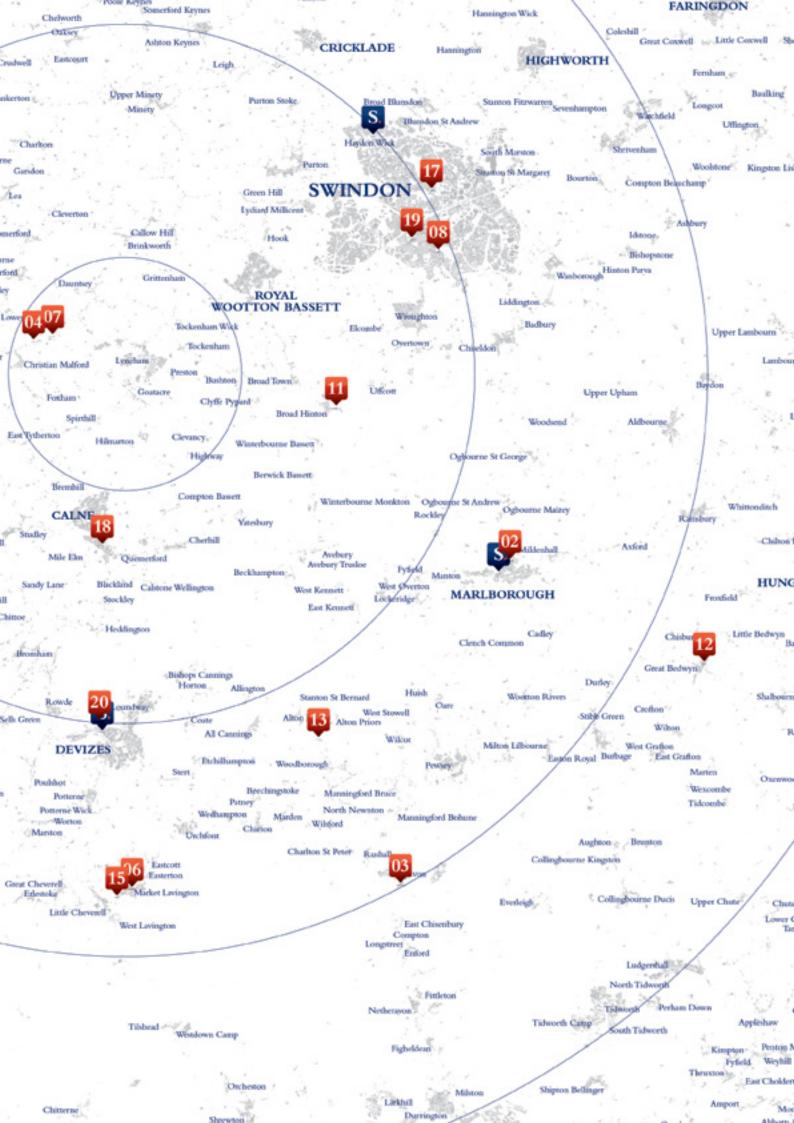
The land is elevated from the road and situated on the corner of Post Office Lane and The Croft adjoining residential properties. A planning application and subsequent appeal for the erection of a detached dwelling was refused by Wiltshire Council in 2015 under Application No 15/08054.

The land which is shown edged red for identification purposes only on the aerial photograph has a frontage to Post Office Lane of about 62ft(19m) and a depth of about 124ft (38m). It extends in total to **about 0.15 acre**.

Directions

Proceed from Swindon, through Wroughton on the A4361 Devizes Road. Continue until Broad Hinton is reached. Turn right opposite The Barbury Inn into Post Office Lane, the land is along on the right on the corner with The Croft.





Great Bedwyn, Marlborough, Wiltshire, SN8 3LU

*Guide Price £295,000+ Plus Fees

2/3 Bedroom thatched cottage for modernisation in the heart of this attractive village. Character features throughout. Enclosed garden and space to create parking (subject to planning).







Situation and Description

The 2/3 bedroom cottage is situated in the heart of this attractive village amongst similar style houses and cottages. Great Bedwyn is in an area of outstanding natural beauty and has a good range of local amenities to include village shop with post office, garage, doctors surgery, public house and an excellent primary school.

Nearby Marlborough and Hungerford both offer an extensive range of shops and facilities. Great Bedwyn has a mainline railway station to London Paddington and is close to the A4 for commuting to London or the South West.

This period house which is in need of modernisation and updating offers scope to re-arrange the layout. There is also ample space to extend to the rear/side (subject to planning).

The cottage garden to the rear has a mature apple tree and opens to the side of the property. There is a brick built *Workshop/Store* 11'x10'11" (3.34x3.32) to the front with a two gated accesses.

Accommodation

Ground Floor

Entrance Lobby
Sitting Room 14'6"x11'11" (4.41x3.64)
with staircase off and open fireplace.
Dining Room 11'4"x10'11" (3.46x3.32)
with fireplace and built-in storage
cupboard.

Store Room 1 11'2"(max) x7'4"(max) (3.40x2.24)

Store Room 2 11'10"x4'4" (3.61x1.32) Kitchen 12'1"(max) x7'4"(max) (3.67x2.22) with sink unit and wall cupboards, airing cupboard and door outside.

Shower Room with shower cubicle. Doors to:

Cloakroom with W.C. Bathroom with bath and wash hand basin.

First Floor

Landing/Bedroom 14'9"x11' (4.50x3.35) Lobby Bedroom 2 11'9"x7'7" (3.58x2.31) Bedroom 3 11'10(max) x7'10(max) (3.61x2.39)

Directions

From Marlborough direction proceed on the A4 and turn right, sign posted Great Bedwyn. Follow the signs into the village, past the garage on the right and take the left turning into Farm Lane. The property is along on the left. *Guide Price £365,000+ Plus Fees

13

Canal side development site in a semi-rural position in a popular location. Consent for 3 detached houses and 2 semi-detached houses in about 0.90 acre. Canal mooring.







Situation and Description

This unique development site occupies an idyllic canal side location in a sought after address in the Pewsey Vale. The site has views to the rear of the Alton Barnes White Horse and the Marlborough Downs and fronts onto the Kennet and Avon Canal.

The nearby village of Pewsey has an extensive range of shops, junior and senior schools, leisure centre and a mainline railway station and the towns of Marlborough and Devizes are within easy travelling distance. The surrounding area offers excellent opportunities for walking, riding and other country pursuits.

Full planning consent for demolition of existing buildings and replacement with 5 dwellings was granted by Wiltshire Council under Aplication No 17/02632/FUL on the 11th May 2017.

The approved plans provide for 3x4 bedroom detached houses with internal floor areas ranging from about 2,000ft² (185m²) to about 2,400ft² (223m²). Each plot will have good sized gardens with parking spaces and 2 plots adjoin the canal.

The 2x3 bedroom semi-detached houses have **internal floor areas of about 1,220ft²(113.4m²)**. Both houses have gardens and a garage.

Copies of the decision notice and approved plans are available from the Auctioneers.

The extent of the site is shown edged red for identification purposes only on the aerial photograph and extends to **about 0.90 acre**.

There is the possibility of improving the consent and adding further dwellings (subject to planning).

It is believed that mains services of water and electricity are either on site or nearby but it is the responsibility of prospective purchasers to satisfy themselves as to the availability and suitability of such services by making all necessary enquiries of the relevant statutory authorities.

The site borders the Wharf and it incorporates an access to this.

Directions

From Marlborough direction proceed towards Calne on the A4, turn left signposted Lockeridge and continue through the village and Alton Barnes. As you enter Honeystreet, the site is on the right just before the canal bridge.

53 Pickwick Road

Corsham, Wiltshire, SN13 9BS

*Guide Price £325,000+ Plus Fees

Impressive period property with consent for conversion of the ground floor from commercial use to residential to create a 4 bedroom house. Close to the town centre with a large garden.







Situation and Description

This imposing period property is located within a short distance of Corsham town centre on a road of similar properties.

Corsham is a pretty and historic small town about 8 miles from Bath. The town centre has a wealth of beautiful and historic buildings dating from the 16th Century and a wide variety of shopping facilities, schools and other services. It is well placed for access to the M4 motorway network and rail services are available at Bath and Chippenham.

The property which has been used for a number of years as a dental practice is now in need of modernisation and updating throughout. Planning permission has been granted under Application No 18/06183/FUL for the change of use of the ground floor to residential. This would create a 4 bedroom house.

Externally there is an adjoining *Garage* 16'7"x9' (5.06x2.75) which could be removed (subject to planning) to create off road parking. The large rear garden is laid mainly to lawn with a selection of mature trees and shrubs.

The extent of the property is shown edged red for identification purposes only on plan and extends to **about 0.27 acre**.

Accommodation (as existing)

Ground Floor

Entrance Hall with staircase off and understairs cupboard.

Surgery 1 12'2"x12'1" (3.72x3.69) with bay window.

Surgery 2 11'7"x10'1" (5.53x3.07) with door to outside.

Waiting Room 12'2"(max) x11'6"(max) (3.72x3.50) with bay window, opening to:

Reception 14'1"(max) x7'11"(max) (4.29x2.40) door to outside.

Cloakroom with wash hand basin and W.C.

Kitchen 10'x8'8" (3.04x2.63) with floor

Scrub Room 8'11"x7'8" (2.72x2.34) with door to outside.

First Floor

Landing

Living Room 12'2"x10'8" (3.10x3.04)

Bedroom 1 12'2"x9'1" (3.70x2.77)

Bedroom 2 8'11"x8'9" (2.72x2.67)

Kitchen 11'8"x10'2" (3.54x3.10) with floor units.

Bathroom 10'2"x10' (3.10x3.04) with panelled bath, wash hand basin, W.C. and airing cupboard.

Directions

From the town centre turn right into Pickwick Road and proceed over the mini-roundabout. The property is on the right.

3 Bedroom semi-detached house in a village location. Set in about 0.17 acre and in need of modernisation throughout with potential to extend (subject to planning). Garage and parking.







Situation and Description

This 3 bedroom semi-detached house is situated close to the village centre Market Lavington and is set on the edge of Salisbury Plain about 6 miles from Devizes. The major centres of Salisbury, Swindon, Bath, Chippenham and Marlborough are all within a twenty mile radius.

The village has a wide range of facilities including Post Office, store, butchers, chemist, doctors surgery, coffee shop and public house. There is a primary school and popular secondary school. Dauntseys public school is in the neighbouring village of West Lavington.

The house which has electric heating is in need of modernisation throughout. There is potential to extend to the side and/or rear (subject to planning).

The enclosed rear garden is laid mainly to lawn and has a selection of trees and shrubs. To the front is a driveway leading to a *Garage* 18'9"x9'8" (5.71x2.94) and is open to the lawned front garden.

The plot extends in total to **about 0.17 acre**.

Accommodation

Ground Floor

Entrance Hall with staircase off and storage cupboard.

Sitting Room 13'x12' (3.96x3.67) with bay window and fireplace.

Dining Room 11'6"x11' (3.50x3.34) with fireplace.

Kitchen 11'5"x8' (3.48x2.44) with floor units and wall cupboards.

Utility Room 8'8"x8' (2.65x2.44) with sink and drainer unit, door to outside. Shower Room with shower cubicle, wash hand basin and W.C.

First Floor

Landing

Bedroom 1 13'x12' (3.97x3.67) Bedroom 2 11'5"x11'1" (3.48x3.39) with airing cupboard. Bedroom 3 8'5"x8' (2.57x2.44)

Bathroom with panelled bath, wash hand basin and W.C.

Directions

From Devizes proceed on the A360 Salisbury road and continue through the village of Potterne. After about 2 miles turn left at the crossroads towards Market Lavington. Upon entering the village take the second exit at the roundabout and again at the next roundabout. The property is a short distance along on the right.

7 Old Pit Terrace

Clandown, Radstock, Avon, BA3 3BE

*Guide Price £85,000+ Plus Fees

2/3 Bedroom end-terrace house let on regulated/statutory tenancy. In need of renovation with a garden which could provide off road parking.







Situation and Description

This 2/3 bedroom end terraced house is situated in a residential area of older style terraced houses on the northern outskirts of Radstock towards Bath. Radstock is a sizeable town with a range of shopping, schooling, leisure and entertainment facilities. The larger centres of Bath and Bristol are within 10 and 12 miles respectively each with M4 motorway access and mainline railway stations.

The house which has double glazing and electric heating offers good sized accommodation however is in need of renovation. It would benefit from changes to the internal layout and would make an ideal investment opportunity.

To the front there is an enclosed garden which could provide a parking space (subject to consents).

The property is let under a statutory/regulated tenancy in accordance with the Rent Act 1977.

Accommodation

Ground Floor

Entrance Hall Living Room 12'8"x11'8" (3.86x3.54) Lobby with staircase off. Kitchen 16'3"x5'10"(4.95x1.78)

First Floor

Landing

Bedroom 1 12'9"x8' (3.89x2.41) with door to:

Bedroom 2 16'5"x6'5" (5.01x1.95) Bedroom 3 9'8"x5'9" (2.95x1.76) with door to:

Bathroom with bath, wash hand basin and W.C.

Directions

From Radstock proceed north towards Bath on the A367 Bath New Road, turn left into Coomb End and continue past the trading estates. The house is along on the right. **3 Bedroom house** with consent for conversion and extension to create 3x1 bedroom flats and a 2 bedroom garden flat. Provisions for allocated parking and close to local amenities.







Situation and Description

This development opportunity is situated in a residential area only a short distance from local shops and amenities. Swindon town centre is within easy travelling distance with extensive range of shopping and entertainment facilities. There is a mainline railway station and access to the M4 motorway.

The 3 bedroom end-terrace house is in need of modernisation and has consent for an extension and conversion into 4 flats. There is a driveway at the rear providing off road parking.

Planning consent was granted by Swindon Borough Council on the 4th September 2018 for the extension and conversion of existing house to create 4 flats under application number S/18/0812/HC. Copies of the decision notice and approved plans are available from the Auctioneers.

The approved plans provide for;

Flat 1 with ground floor entrance hall with staircase to first floor, sitting room/kitchen, bedroom and shower room. Allocated parking space.
With an internal floor area of about 323ft² (30m²).

Flat 2 with sitting room/kitchen, bedroom and shower room. Allocated parking space.

With an internal floor area of about 416ft² (38.7m²).

Flat 3 with sitting room/kitchen, 2 bedrooms and a bathroom. Allocated 2 parking space and private garden. With an internal floor area of about 517ft² (48m²).

Flat 4 with ground floor entrance hall with staircase to first floor, sitting room/kitchen, bedroom and shower room. Allocated parking space.

With an internal floor area of about 424ft² (39.4m²).

Additional parking space for visitors.

Once completed the properties would be ideal for investment and could produce between about £525 - £650 per calendar month per flat which equates to an overall income of £27,600 per annum.

For further information on lettings and management please contact Swindon lettings on 01793 683 144.

Directions

From Commercial Road continue round to the left onto Princes Street and over the roundabout into Corporation Street. At the roundabout turn right into Great Western Way. At the next roundabout turn left into Cricklade Road. Continue along Cricklade Road and Tydeman Street is on the right.

Calne, Wiltshire, SN11 0AQ

*Guide Price £150,000+ Plus Fees

3 Bedroom semi-detached house close to town centre. In need of modernisation with courtyard garden. Potential income of about £8,100 per annum.







Situation and Description

This 3 bedroom semi-detached house occupies a convenient position within easy reach of the town centre. Calne has a good range of shops, schools and leisure amenities. There is good access to nearby Chippenham and Swindon, both of which provide mainline railway stations and the M4 motorway is within easy travelling distance.

The house is set slightly back from the road and fronts onto an access road. It has been vacant for a number of years and is now in need of modernisation. To the rear is a courtyard garden which is also accessed via a right of way over the neighbouring house.

Adjoining the property is a former garage site which is due to be developed shortly to a mixed residential and retail scheme which should provide a local convenience store.

In good order the house would have an estimated rental value of about £675 per calendar month equating to **about** £8,100 per annum.

For further information on lettings and management please contact Chippenham lettings on 01249 652 717.

Accommodation

Ground Floor

Entrance Porch with storage cupboard. Sitting Room 15'3" (max)x12'1" (max) (4.66x3.68) with fireplace with wood burning stove, staircase off and under stairs cupboard.

Kitchen / Dining Room 19'2"x9'4" (5.84x2.86) with floor units and wall cupboards.

Conservatory 11'4"x8'1" (3.47x2.46) with door to outside.

First Floor

Landing

Bedroom 1 12'1"x12'1" (3.68x3.66) with feature fireplace.

Bedroom 2 9'6"x9'3" (2.92x2.83) Bedroom 3 9'4"x9'3"(max) (2.86x2.83) Bathroom 6'4"x6'1" (1.95x1.85) with bath, wash hand basin and W.C.

Directions

Proceed out of Calne town centre on the London Road (A4) and the property is on the right just after the former garage site.

Residential investment opportunity extensive corner building converted to seven flats with large basement. Parking space and courtyard. Potential income of about £,55,000 per annum.







Situation and Description

These extensive premises are situated in an area of mainly residential properties very close to the town centre. Swindon is one of the fastest growing towns in the country and has extensive shopping, schools, employment opportunities and other amenities including a main line railway station which is in the process of being upgraded to a high speed line enabling quicker travel to London.

The building has been converted into seven flats each with its own entrance. The flats have their own individual services including gas central heating, double/triple glazing and are in good condition. There is a courtyard area to the rear and one parking space.

There is an extensive basement with an internal floor area of about 2,115ft² (196.5m²) which could provide further flats. An planning application has been

submitted to Swindon Borough Council with consent pending.

Six of the flats are currently tenanted with one vacant. Fully let the property would provide an overall income of **about** £55,000 per annum. For further information on lettings and management please contact Swindon lettings on 01793 683 144. A schedule of the tenancies will be available from the Auctioneers.

Accommodation

Flat 11

Large flat comprises 2 Bedrooms, Living Room, Kitchen and Bathroom. Being refurbished with expected rent of £775pcm.

Flat 11a

Flat comprises 2 Bedrooms, Kitchen, Living Room and Bathroom. Rent of £670pcm.

Flat 11b

Flat comprises 1 Bedroom, Living Room, Kitchen and Bathoom. Refurbished in 2017, rent of £585pcm.

Flat 12

Flat comprises 2 Bedrooms, Living Room, Kitchen and Bathroom. Rebuilt in 2015, rent of £686pcm.

Flat 12a

Flat comprises 2 Bedroom, Living Room, Kitchen and Bathroom.
Renovated in 2017, rent of £695pcm.

Flat 13

Flat comprises Bedroom, Living Room, Kitchen and Bathoom. Rent £575pcm

Flat 13a

Studio flat comprises Bedroom/Living Room, Kitchen and Bathroom. Renovated in 2018, rent of £535pcm

39 Rotherstone

Devizes, Wiltshire, SN10 2DD

*Guide Price £,180,000+ Plus Fees

Mature 3 bedroom terrace house close to town and requiring modernisation. Scope to alter internal layout. Front and rear gardens. Potential for off street parking.







Situation and Description

This 3 bedroom terrace house is situated in an established residential area close to the Kennet and Avon canal and among similar properties towards the edge of town but still conveniently within level walking distance of the town centre. Devizes provides an assortment of individual shops, coffee shops, businesses and supermarkets as well as a thriving weekly market.

There are both primary and secondary schools, a leisure centre, theatre, cinema and various entertainment facilities. There are also good road connections to Marlborough, Bath and Salisbury.

The property provides spacious accommodation in need of modernisation with the scope to alter the internal layout. There is a courtyard garden to the rear with pedestrian access.

There is a further larger garden area opposite the front of the house which is currently laid to lawn and could be used to provide off street parking similar to many of the neighbouring properties.

The property would make an excellent investment opportunity with an estimated rental value of about £750 per calendar month in good condition which equates to **about** £9,000 **per annum**.

For further information on lettings and management please contact Devizes lettings on 01380 722 995.

Accommodation

Ground Floor

Entrance Hall Living Room 12'3"x11'10" (3.73x3.61) with gas fireplace.

Dining Room 15'11"x14'1" (4.84x4.29) with staircase off, under stairs cupboard and built in cupboards.

Kitchen 12'x7'1" (3.65x2.16) with floor units and wall cupboards, hob and oven. Rear Hall with hot water tank and door to outside.

Shower Room 6'8"x5'9" (2.03x1.74) with shower cubicle, wash hand basin and W.C.

First Floor

Landing

Bedroom 1 15'10"x14'9" (4.82x4.50) with fireplace and built in cupboards.
Bedroom 2 11'2"x7'5" (3.38x2.27)
Bedroom 3 11'3"x8' (3.41x2.43)

Directions

From the Market Place proceed east on Northgate Street. Immediately after the canal bridge turn right into Avon Terrace, continue into Rotherstone and the house is along on the left. **Block of 5 garages** in a residential area and close to local school. Additional parcel of land and good sized forecourt. Potential income of about £3,900 per annum.







Situation and Description

This block of garages is situated in a mature residential area with local amenities nearby to include the local primary school. The properties in the vicinity do not all have their own parking so garages are at a premium. Chippenham has a wide range of shopping and entertainment facilities. There are primary and secondary schools, a leisure centre, cinema as well as a mainline railway station. There is good access to the M4 motorway at junction 17.

The lock-up garages form a rank of 5 and are brick built with a flat roof and up and over doors. There is a good sized forecourt to the front for additional parking and an additional grassed area which could be utilised in the future.

The garages if let could provide a potential rental income of about £15 per week each which equates to an overall income of about £3,900 per annum.

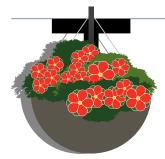
A planning application for the demolition of the garages and replacement with 3 dwelling has been refused by Wiltshire Council, however there is the possibility that a smaller scheme of 2 dwelling could have a more positive result.

The extent of the site is shown coloured pink for identification purposes only on plan and has a width including footpath of about 100ft (30.4m) and a depth of about 68ft (20.8m).

Directions

From the A4 direction, proceed on Hungerdown Lane and take the 2nd left into Queens Crescent. Turn left into Windsor Close and the garages are on the left

Notes October 2018





WILTSHIRE'S LEADING PROPERTY NETWORK



AUCTIONS

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auctions@strakers.co.uk

33/34 Market Place Chippenham. Wiltshire SN15 3HP

COMMERCIAL

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115 High Street

Marlborough, Wiltshire SN8 1LT

SWINDON

01793 683 144

swindon@strakers.co.uk

Millgrove House, Redhouse Village Centre North Swindon, Wiltshire SN25 2FW



Common auction conditions Edition 3

Each lot is sold subject to the following General Conditions, the Standard Conditions and any Special Conditions relating to the relevant property.

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

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

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

We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs - and part two the auction conduct conditions.

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

IMPORTANT NOTICE

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;

- Neau ne continuous
 Inspect the lot;
 Carry out usual searches and make usual enquiries;
 Check the content of all available leases and other documents relating to the lot;
 Check that what is said about the lot in the catalogue is accurate;

- Have finance available for the deposit and purchase price;
 Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own ris

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense

wherever it makes sense:

• a "person" includes a corporate body;

• a "person" includes a corporate body;

• words of one gender include the other genders;

• references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and where the following words printed in bold black type appear in bold blue type they have the specified meanings.

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

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

Agreed completion date
Subject to condition G9.3:
(a) the date specified in the special conditions; or (b) if no date is specified, 20 *business days* after the *contract date*. but if that date is not a business day the first subsequent business day.

Approved financial institutionAny bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctionee

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

Arrears schedule

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

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

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

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

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both *seller* and *buyer* have complied with their obligations under the *contract* and the balance of the *price* is unconditionally received in the *seller's*

One of the auction conduct conditions or sales conditions.

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

The date of the *auction* or, if the *lot* is not sold at the *auction*:
(a) the date of the *sale memorandum* signed by both the *selle* (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating

Financial charge
A charge to secure a loan or other financial indebtness (not including a rentcharge).

General conditions

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

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

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

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

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

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

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

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

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

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

The person selling the *lot.* If two or more are jointly the *seller* their obligations can be enforced against them jointly or against each of them separately

Special conditionsThose of the *sale conditions* so headed that relate to the *lot*.

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

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

TransferTransfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

Value Added Tax or other tax of a similar nature.

VAT option

We (and us and our)

You (and your)
Someone who has a copy of the *catalogue* or who attends or bids at the *auction*, whether or not a buve

AUCTION CONDUCT CONDITIONS

A1.1 Words in italicised type have special meanings, which are defined in

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

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

(a) prepare the catalogue from information supplied by or on behalf of each seller, (b) offer each loft or sale; (c) sell each lof; (d) receive and hold deposits;

- (e) sign each sale memorandum; and

(f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

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

A3 Bidding and reserve prices

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

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

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

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

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

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

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

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

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

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

(a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you

for breach of contract; or (b) sign the sale memorandum on your behalf.

state if we accept any other form of payment.

(a) is to be held as stakeholder where $\it VAT$ would be chargeable on the deposit were it to be held as agent for the $\it seller$, but otherwise is to be held as stated in the $\it sale$

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may

 $\textbf{A5.6} \ \textit{We} \ \text{may retain the} \ \textit{sale memorandum} \ \text{signed by or on behalf of the} \ \textit{seller} \ \text{until the deposit has been received in cleared funds}.$

A5.7 If the buyer does not comply with its obligations under the contract then: (a) you are personally liable to buy the lot even if you are acting as an agent; and (b) you must indemnify the seller in respect of any loss the seller incurs as a result of

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted

and able to buy the lot. **A6 Extra Auction Conduct Conditions**

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

a higher minimum deposit. **GENERAL CONDITIONS OF SALE**

Words in italicised type have special meanings, which are defined in the Glossary. The *general conditions* (including any extra general conditions) apply to the *contract* except to the extent that they are varied by *special conditions* or by an *addendum*.

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

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

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

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

(a) matters registered or capable of registration as local land charges; (b) matters registered or capable of registration by any competent authority or under the provisions of any statute:

(c) notices, orders, demands, proposals and requirements of any competent contained, orders, definition, proposals and requirements of any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to

town and country planning, highways or public health;

(f) outgoings and other liabilities; (g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and (i) anything the *seller* does not and could not reasonably know about.

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

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

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

G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.

G1.9 The buyer buys with full knowledge of

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

G1.10 The *buyer* is not to rely on the information contained in the *particulars* but may rely on the *seller's* conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and (b) 10% of the price (exclusive of any VAT on the price).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may (b) is to be held as stakeholder unless the *auction conduct conditions* provide that it is

to be held as agent for the seller

G2.3 Where the *auctioneers* hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the *seller* on *completion* or, if *completion* does not take place, to the person entitled to it under the *sale conditions*.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer fo

G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions

G3. Between contract and completion

G3.1 Unless the *special conditions* state otherwise, the *seller* is to insure the *lot* from and including the contract date to completion and:

and including the contract date to completion and:
(a) produce to the buyer on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer, and

(f) (subject to the rights of any tenant or other third party) hold on trust for the *buyer* (n) soupect on the rights of any terrain of other time) party indict of mustor the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition however caused, entitles the *buyer* to any reduction in *price*, or to delay *completion*, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

 ${\bf G3.4} \ Unless the \ {\it buyer} \ is already lawfully in occupation of the \ {\it lot} \ the \ {\it buyer} \ has no \ right to enter into occupation prior to \ {\it completion}.$

G4. Title and identity

G4.1 Unless *condition* **G4.2** applies, the *buyer* accepts the title of the *seller* to the *lot* as at the *contract date* and may raise no requisition or objection except in relation to any matter that occurs after the *contract date*.

G4.2 If any of the documents is not made available before the auction the following

provisions apply:
(a) The *buyer* may raise no requisition on or objection to any of the *documents* that is made available before the *auction*.
(b) if the *lot* is registered land the *seller* is to give to the *buyer* within five *business* days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being

(c) If the lot is not registered land the seller is to give to the buyer within five busin days an abstract or epitome of title starting from the root of title mentioned in the $special\ conditions$ (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every

years old) and must produce to the *buyer* the digital of a cashinite sory of the strength of the last of the strength of the strength of the strength of the same to the land registry; (ii) the application for registration of title made to the land registry; (iii) evidence that all applicable stamp duty land tax relating to that application has

(iv) a letter under which the *seller* or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the

land registry to send the completed registration documents to the buyer. (e) The buver has no right to object to or make requisitions on any title information more than seven business days after that information has been given

G4.3 Unless otherwise stated in the special conditions the seller sells with full title

guarantee except that (and the *transfer* shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the *lot* where the *lot* is leasehold property

G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract

 $\textbf{G4.5} \ \text{The } \textit{seller} \ \text{does not have to produce, nor may the } \textit{buyer} \ \text{object to or make} \\ \text{a requisition in relation to, any prior or superior title even if it is referred to in the} \\$

G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

G5. Transfer

G5.1 Unless a form of *transfer* is prescribed by the *special conditions*:
(a) the *buyer* must supply a draft *transfer* to the seller at least ten *business days* (a) the buyer must supply at an at transfer to the series at reast ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer it condition 65.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller, and (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

G5.2 If the *seller* remains liable in any respect in relation to the *lot* (or a *tenancy*) following *completion* the *buyer* is specifically to covenant in the *transfer* to indemnify the *seller* against that liability.

G5.3 The *seller* cannot be required to *transfer* the *lot* to anyone other than the *buyer*, or by more than one transfe

G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.

G6.2 The amount payable on *completion* is the balance of the *price* adjusted to take account of apportionments plus (if applicable) *VAT* and interest.

G6.3 Payment is to be made in pounds sterling and only by: (a) direct transfer to the *seller's* conveyancer's client account; and (b) the release of any deposit held by a stakeholder.

G6.4 Unless the seller and the buver otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest. as if it had taken place on the next business day

G6.6 Where applicable the contract remains in force following completion.

G7. Notice to complete

G7.1 The *seller* or the *buyer* may on or after the *agreed completion date* but before *completion* give the other notice to complete within ten *business days* (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete

G7.3 If the *buyer* fails to comply with a notice to *complete* the *seller* may, without affecting any other remedy the *seller* has:
(a) terminate the *contract*;

(b) claim the deposit and any interest on it if held by a stakeholder:

(c) forfeit the deposit and any interest on it;

(d) resell the *lot*; and (e) claim damages from the *buyer*.

G7.4 If the seller fails to comply with a notice to complete the $\textit{buyer} \, \text{may},$ without affecting any other remedy the *buyer* has:

(a) terminate the *contract*; and

(b) recover the deposit and any interest on it from the *seller* or, if applicable, a

G8. If the contract is brought to an end

If the *contract* is lawfully brought to an end:
(a) the *buyer* must return all papers to the *seller* and appoints the *seller* its agent to cancel any registration of the *contract*, and

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the *seller* is entitled to forfeit the deposit under condition G7.3

G9.1 Where the *lot* is or includes leasehold land and licence to assign is required this

G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained

use all reasonable endeavours to obtain the licence at the seller's expense; and (b) enter into any authorised guarantee agreement properly required

(a) promptly provide references and other relevant information; and (b) comply with the landlord's lawful requirements

G9.6 If within three months of the *contract date* (or such longer period as the *seller* and *buyer* agree) the licence has not been obtained the *seller* or the *buyer* may (if not then in breach of any obligation under this *condition* **G9**) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either *seller* or *buyer* for breach of this condition G9.

G10. Interest and apportionments

G10.1 If the *actual completion date* is after the *agreed completion date* for any reason other than the *seller's* default the *buyer* must pay interest at the *interest rate* on the *price* (less any deposit paid) from the *agreed completion date* up to and including the *actual completion date*.

G10.2 Subject to condition G11 the seller is not obliged to apportion or account for and subject to Combination of the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

(a) the *buyer* is liable to pay interest; and (b) the *seller* has given notice the theory and the things of the buyer and the seller has given notice to the *buyer* at any time up to *completion* requiring apportionment on the date from which interest becomes payable by the *buyer*, in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:
(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days

(b) armula income and expenditure accrues at an equal daily rate assuming 365 days, in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at *completion* apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five *business days* of the date when the amount is know

G11. Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the *tenancies* subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on *completion* there are any *arrears* of current rent the *buyer* must pay them, whether or not details of those *arrears* are given in the *special conditions*.

G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

Part 2 Buver to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details

G11.5 The *buyer* is on *completion* to pay, in addition to any other money then due, an amount equal to all *arrears* of which details are set out in the *special conditions*.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions: (a) so state: or

(b) give no details of any arrears.

G11.8 While any *arrears* due to the *seller* remain unpaid the *buyer* must: (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;

(b) pay them to the seller within five business days of receipt in cleared funds (plus (b) pay main to the action within the cost index spins a superior receipt in clear of this spins interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the seller, assign to the seller or as the seller may direct

the right to demand and sue for old arrears, such assignment to be in such form as

the right to defination and use for its metals, such assignment to be in social with the seller's conveyancer may reasonably require; (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any lenancy against an undertaking to hold it to the buyer's order; (e) not without the consent of the seller release any tenant or surely from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears conducted. are due: and

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the *lot*.

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

 ${\bf G12.2}\,{\rm The}\,\,{\it seller}\,{\rm is}$ to manage the ${\it lot}\,{\rm in}$ accordance with its standard management

G12.3 The seller must consult the buver on all management issues that would affect The Seller must completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture (a tenancy or a new tenancy) and the surrender or proposed forfeiture (a tenancy) or a new tenancy or agreement to grant a new tenancy) and: (a) the seller must comply with the buyer's reasonable requirements unless to do so

would (but for the indemnity in paragraph (c)) expose the *seller* to a liability that the *seller* would not otherwise have, in which case the *seller* may act reasonably in such senier would not otherwise have, in which case the senier may act reasonably in such a way as to avoid that liability; (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act

as the seller intends; and (c) the *buyer* is to indemnify the *seller* against all loss or liability the *seller* incurs

rough acting as the *buyer* requires, or by reason of delay caused by the *buyer*

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G13. Rent deposits

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "reni deposit deed" means the deed or other document under which the rent deposit is

G13.2 If the rent deposit is not assignable the *seller* must on *completion* hold the rent deposit on trust for the *buyer* and, subject to the terms of the rent deposit deed, comply at the cost of the *buyer* with the *buyer's* lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the

seporate to the *borge* unline an assignment in what the *borge* covenants with the seller to:

(a) observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14.1 Where a *sale condition* requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

(a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this condition G15 applies.

G15.2 The *seller* confirms that the *seller*(a) is registered for *VAT*, either in the *seller's* name or as a member of the same *VAT*

roup; 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 completion.

G15.3 The buyer confirms that:

(a) it is registered for *IAT*, either in the *buyer's* name or as a member of a *VAT* group; (b) it has made, or will make before *completion*, a *VAT option* in relation to the *lot* and will not revoke it before or within three months after *completion*; (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not

(d) it is not buying the lot as a nominee for another person.

 ${\bf G15.4}\,{\rm The}\;{\it buyer}\,{\rm is}$ to give to the ${\it seller}\,{\rm as}$ early as possible before the ${\it agreed}$

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; and if it does not produce the relevant evidence at least
two business days before the agreed completion date, condition G14.1 applies at

G15.5 The buyer confirms that after completion the buyer intends to:
(a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going

G15.61f, after completion, it is found that the sale or the vorts not a transier or a your concern them:

(a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lof;

(b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and

(c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16.1 This *condition* **G16** applies where the *special conditions* state that there are capital allowances available in respect of the *lot*.

G16.2 The *seller* is promptly to supply to the *buyer* all information reasonably required by the *buyer* in connection with the *buyer* sclaim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions

G16.4 The seller and buyer agree:
(a) to make an election on completion under Section 198 of the Capital Allowances
Act 2001 to give effect to this condition G16; and
(b) to submit the value specified in the special conditions to HM Revenue and

Customs for the purposes of their respective capital allowance computations

G17. Maintenance agreements

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buver's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The *buyer* must assume, and indemnify the *seller* in respect of, all liability under such contracts from the *actual completion date*.

G18. Landlord and Tenant Act 1987

G18.1 This *condition* G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The *seller* warrants that the *seller* has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

G19.1 This condition G19 applies where the sale is by a practitioner either as seller or

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the *seller's* obligations. The *transfer* is to include a declaration excluding that personal liability.

G19.4 The lot is sold:

(a) in its condition at *completion*;
(b) for such title as the *seller* may have; and
(c) with no title guarantee;
and the *buyer* has no right to terminate the contract or any other remedy if
information provided about the *lot* is inaccurate, incomplete or missing.

(a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and

(b) the *seller* may require the *transfer* to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The *buyer* understands this *condition* G19 and agrees that it is fair in the circumstances of a sale by a *practitioner*.

G20.1 If the *special conditions* state "There are no employees to which *TUPE* applies", this is a warranty by the *seller* to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

(a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion. (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees. (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees.

Employees after completion.

G21. Environmental

G21.1 This condition G21 only applies where the special conditions so provide

G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.

G21.3 The *buyer* agrees to indemnify the *seller* in respect of all liability for or resulting from the environmental condition of the *lot*.

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

G22.2 No apportionment is to be made at *completion* in respect of service charges

G22.3 Within two months after *completion* the *seller* must provide to the *buyer* a detailed service charge account for the service charge year current on *completion*

(a) service charge expenditure attributable to each tenancy:

(a) so move charge expenditure activations to each returnly; (b) payments on account of service charge received from each tenant; (c) any amounts due from a tenant that have not been received; (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:
(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the selfer must pay to the buyer an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recoverd to the selfer within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the selfer must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the *seller* must pay it (including any interest earned on it) to the *buyer* on

completion; and

Company, and (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

G23.1 This *condition* **G23** applies where the *lot* is sold subject to a *tenancy* under which a rent review due on or before the *actual completion date* has not been agreed or determined.

G23.2 The *seller* may continue negotiations or rent review proceedings up to the *actual completion data* but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the *buyer*, such consent not to be unreasonably withheld or delayed.

G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the *seller*, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

(a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it

G23.6 When the rent review has been agreed or determined the *buyer* must account to the *seller* for any increased rent and interest recovered from the tenant that relates to the *seller*'s period of ownership within five *business days* of receipt of cleared

G23.7 If a rent review is agreed or determined before *completion* but the increased rent and any interest recoverable from the tenant has not been received by *completion* the increased rent and any interest recoverable is to be treated as *arrears*.

G23.8 The seller and the buyer are to bear their own costs in relation to rent review

G24.10 This *condition* G24 applies where the tenant under a *tenancy* has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.20 Where practicable, without exposing the *seller* to liability or penalty, the *seller* must not without the written consent of the *buyer* (which the *buyer* must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.30 If the *seller* receives a notice the *seller* must send a copy to the *buyer* within five *business days* and act as the *buyer* reasonably directs in relation to it.

G24.4 Following *completion* the *buyer* must:
(a) with the co-operation of the *seller* take immediate steps to substitute itself as a

party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for To the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed *tenancy*) account to the *seller* for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

G24.5 The *seller* and the *buyer* are to bear their own costs in relation to the renewal of the *tenancy* and any proceedings relating to this.

G25.2 Where a warranty is assignable the seller must:

(a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the sent has been obtained

G25.3 If a warranty is not assignable the *seller* must after *completion*:
(a) hold the warranty on trust for the *buyer*, and
(b) at the *buyer's* cost comply with such of the lawful instructions of the *buyer* in relation to the warranty as do not place the *seller* in breach of its terms or expose the *seller* to any liability or penalty.

G26. No assignment

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

G27. Registration at the Land Registry

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable of its postions. The buyer must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the lot;
(b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
(c) provide the selfer with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title.

The buyer must at its own expense and as soon as practicable:
(a) apply for registration of the transfer;
(b) provide the seller with an official copy and title plan for the buyer's new title; and
(c) join in any representations the seller may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the *seller* or the *buyer* may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or (b) made electronically and personally acknowledged (automatic acknowledgement

does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the *sale memorandum*) by a postal service that offers normally to deliver mail the next following *business day.*

628.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a *business day* a communication is to be treated as received on the next *business day*.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following *business day* will be treated as received on the second *busine* day after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the *contract* pursuant to the Contract (Rights of Third Parties) Act 1999.

Memorandum of sale

October 2018

Lot Number	Buyer's Name(s)
Auction Date D D M M Y Y	
Property Address	Buyer's Address
Agreement Date D D M M Y Y	Buyer's Phone Number
Completion Date D D M M Y Y	
Sale Price £,,,,,,,	Buyer's Solicitors Firm
Deposit \pounds ,	Buyer's Solicitors Contact Name
Balance \pounds ,	
Seller's Name(s)	Buyer's Solicitors Address
Seller's Address	
	Buyer's Solicitors Phone Number
	Buyer's Administration Fee £600.00 Incl VAT (Office use only)
The Seller acknowledges that he has agreed to sell and the Buye above at the purchase price, subject to the Standard, General an	r acknowledges that he has agreed to buy the property mentioned d Special Conditions of Sale.
Signed as Agent (for the seller)	Signed by the Buyer (or, on behalf of the buyer)

Print by Real Print Management o environmental standard





MIX
Paper from
responsible sources
FSC® C118205

ENTRIES NOW BEING INVITED

Is your property suitable?

We are particularly interested in these types of properties:

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- **▼** Probate sales
- ▼ Commercial and residential investments
- **▼** Building plots
- ▼ Paddocks and agricultural land



