

LAND AND PROPERTY AUCTIONS

STRAKERS

February 2019

Thursday 14 February 7pm
NSBRC Swindon

The National Self Build & Renovation Centre





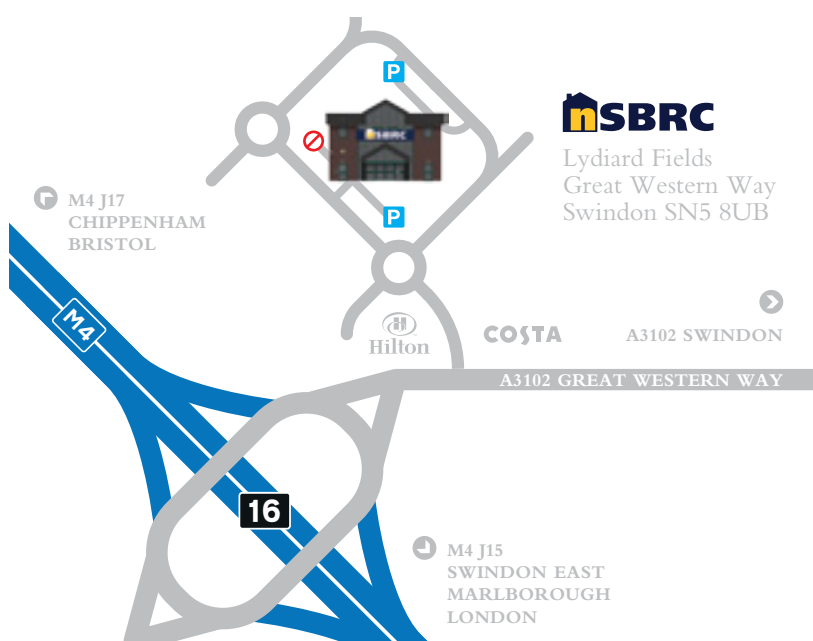
Welcome to Strakers first Land & Property Auction catalogue of 2019. There has been a lot of speculation over how the year will unfold and the implications Brexit may have on the property market. I for one do not possess a crystal ball so I won't be enlightening you with my personal thoughts here.

What I will say is that there is still an appetite to buy and sell property and I believe auction will come to the forefront as a popular way to ensure a transaction reaches a satisfactory conclusion. I also expect a greater number of properties to be offered via online sales and look forward to having this service up and running in the near future.

As always I am happy to discuss any of the Lots included in the catalogue or indeed if you need advice on a property you are considering selling.

Charlie Doel MNAVA Director and Auctioneer

Getting to the venue



Meet the team



Charlie Doel MNAVA
Director and Auctioneer

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Tori Lancaster-Gaye
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Lizzie Hooper
Auction Administrator

lizzie.hooper@strakers.co.uk

Order of Sale

Thursday 14 February 2019 7pm, NSBRC Swindon

- | | | | |
|---|-----------|--|-----------|
| 01 6 Union Street
Swindon SN1 3LD | £85,000+ | 11 The Lagoon, Rear of Ingoldmells Court
Leafield Ind Estate, Corsham SN13 9XN | £10,000+ |
| 02 36 High Street
Sutton Benger SN15 4RF | £225,000+ | 12 15 Craybourne Road
Melksham SN12 7DH | £115,000+ |
| 03 Building Plot adj 162 Oxford Road
Calne SN11 8AH | £80,000+ | 13 10 Rodbourne Road
Corston, Malmesbury SN16 0HA | £130,000+ |
| 04 4 Oxford Street
Malmesbury SN16 9AX | £155,000+ | 14 11 Clarkes Leaze
Yatton Keynell, Chippenham SN14 7BT | £155,000+ |
| 05 4 Draycot Cerne
Chippenham SN15 5LD | £165,000+ | 15 Former Garages at Little Court Lane
Edington, Westbury BA13 4PW | £5,000+ |
| 06 129 Malmesbury Road
Chippenham SN15 1PZ | £360,000+ | 16 9 Furlong Gardens
Trowbridge BA14 7HB | £160,000+ |
| 07 38 Farm Lane
Great Bedwyn, Marlborough SN8 3LU | £250,000+ | 17 96 Thames Avenue
Swindon SN25 3NT | £85,000+ |
| 08 The Bell Inn
Bell Hill, Seend, Melksham SN12 6SA | £200,000+ | 18 28 Stonehouse Lane
Combe Down, Bath BA2 5DW | £230,000+ |
| 09 Land adjoining The Bell Inn
Seend, Melksham SN12 6SA | £100,000+ | 19 Building Plot to the rear of 12a High Street
Haydon Wick, Swindon SN25 1HX | £95,000+ |
| 10 5 Draycot Cerne
Chippenham SN15 5LD | £250,000+ | | |



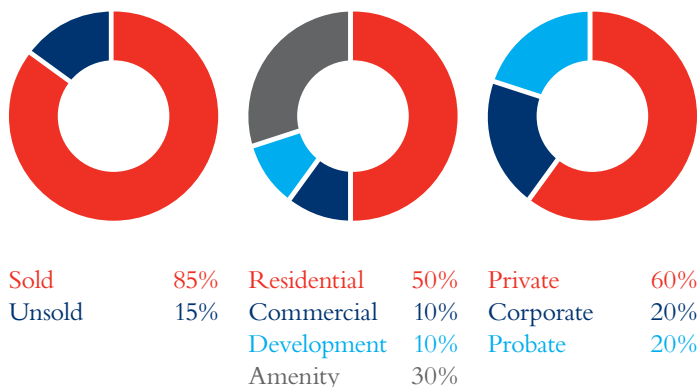
Results

December 2018

Total sales £2,467,000

It is an interesting market place at the moment which is certainly keeping us on our toes. Whilst we only sold 60% on the night, a figure I am sure we will improve upon over the next week, it was very apparent that if the property provides a long term attraction and is priced competitively there are many bidders out there. So many in fact that we were stunned by the bidding levels for some of the lots, especially the parcels of land which far exceeded our clients expectations. On the flip side, we are finding the short term investments and 'doer uppers' a little harder to sell in the current climate and these properties need to be marketed at a very sensible price otherwise we are just not generating the interest levels. But on a positive note, despite the uncertainty in the media coverage, there are buyers out there and they are still prepared to spend their money.

Charlie Doel MNAVA Director and Auctioneer



01	9 Avon Square Upavon, Pewsey, SN9 6AD	£105,000+ Sold After	11	Seend Post Office, High Street Seend, Melksham SN12 6NR	£240,000+ Sold After
02	Building Plot adj Chapel Cottage Broad Hinton, Swindon SN4 9PP	£95,000+ £141,000	12	16 Lime Close Lyneham, Chippenham SN15 4TQ	£145,000+ £162,000
03	Land adjoining 12 Tidworth Road Collingbourne Ducis SN8 3ER	£12,000+ £32,000	13	Ellavista, Williamstowe Combe Down, Bath BA2 5EJ	£150,000+ Sold Prior
04	Crossways Cottage Hinton Parva, Swindon SN4 0DH	£185,000+ Available	14	17 West End Melksham SN12 6HJ	£130,000+ £154,000
05	Hines Cottage, Horn Lane East Hendred, Wantage OX12 8LD	£90,000+ £234,000	15	Paddock at Bollands Hill Seend, Melksham SN12 6NQ	£80,000+ Sold Prior
06	Lordsmead Cottage, Edgebridge Mere, Warminster BA12 6DB	£295,000+ £300,000	16	20 Trusloe Cottages Avebury Trusloe, Marlborough SN8 1QZ	£210,000+ £220,000
07	Development Site at Middle Lane Cherhill, Calne SN11 8XX	£250,000+ Available	17	Garages at Neeld Close Yatton Keynell, Chippenham SN14 7EQ	£35,000+ £40,000
08	Former Cafe and Land at Main Road Cherhill, Calne SN11 8UU	£90,000+ £152,000	18	Garages at Lypiatt Mead Corsham SN13 9JL	£130,000+ Sold After
09	11 Maryport Street Devizes SN10 1AH	£690,000+ Available	19	Flat 1, 13 St. Johns Street Devizes SN10 1BD	£90,000+ Sold After
10	8 Fitzmaurice Square Calne SN11 8NL	£120,000+ Sold After	20	Land adjoining 54 Priors Hill Wroughton, Swindon SN4 0RW	£20,000+ £49,000

A GLOBAL REACH

Bidders, downloads, buyers and sellers from the following:

Australia	South Africa
Canada	Switzerland
France	United Arab Emirates
India	UK
Ireland	USA
Russia	



Electronic catalogues sent:

42,842

Printed catalogues produced:

12,800

Documents downloaded:

15,344

Legal pack registrations:

3,858

Lots offered:

173

Lots sold:

83%

2018 total auction sales:

£24,023,000.00

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.

Consult a Surveyor

We would also recommend that you take professional advice from a chartered 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.

Auction Day

Contact the auctioneers prior to attending the auction to confirm your desired lot is 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 or Telephone

You can make a telephone or proxy bid. This authorises the auctioneer to bid on your 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.

Successful 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' Administration Fee

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

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

For further information, advice or any recommendations for the above, contact:

Auction office, 33/34 Market Place
Chippenham, Wiltshire SN15 3HP

01249 765 200
auctions@strakers.co.uk

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

Where required we include EPC ratings 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.

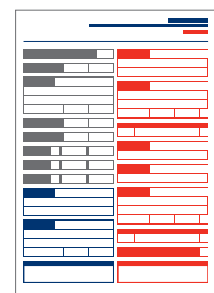
Proof of identification

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.



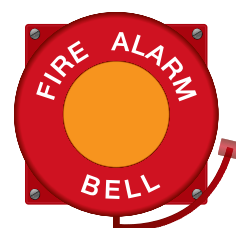
The contract

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)
- 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.**

6 Union Street

Swindon, Wiltshire, SN1 3LD

***Guide Price £85,000+ Plus Fees**

01

3 Bedroom terraced house in a convenient location close to the centre of Old Town. In need of modernisation and updating throughout. Potential rental value about £8,700 per annum.



Situation and Description

This Victorian 3 bedroom terraced house is located in a street of similar properties and only a short distance from local amenities and the town centre. Swindon is one of the fastest expanding towns in the South West and offers residents a wide variety of shopping, leisure and employment opportunities coupled with excellent access to the surrounding areas via the A419 and M4 motorway plus the mainline train station with direct links to London and Bristol.

This house which has gas central heating and part double glazing is now in need of modernisation and updating throughout. There is a courtyard garden to the rear.

The property would be ideal for investment with a potential income in good order of about £725 per calendar month which equates to **about £8,700 per annum.**

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

Directions

From Old Town proceed down Victoria Road and turn left into Stanley Street. At the T-junction turn left onto Union Street and the property is on the right.

Accommodation

Ground Floor

Entrance Porch

Entrance Hall with staircase off.

Sitting/Dining Room 21'9"(max) 10'9"(min) x 11'4"(max) 10'5"(min) (6.67>3.32 x 3.47>3.20) with fireplace and under stairs cupboard.

Kitchen 9'5"x6'6" (2.89x2.01) with fitted floor units and door to outside.

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

First Floor

Landing

Bedroom 1 14'x10'9" (4.26x3.32)

Bedroom 2 10'8"x8'5" (3.29x2.59)

Bedroom 3 9'4"x6'6" (2.86x2.01)

3 Bedroom semi-detached cottage in need of complete renovation in popular residential village. Garage with ample parking and a good sized rear garden.



Situation and Description

The 3 bedroom semi-detached cottage occupies a pleasant street setting in the old world village of Sutton Benger which is a popular and sought after area within easy reach of Chippenham. The village has local amenities including post office/coffee shop and deli, public houses and Church. Chippenham has a wide range of shops and other facilities and a mainline station. There is easy access to Swindon and the M4.

The cottage 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).

Externally there is off road parking to the front of the property leading to a *Garage*. The well kept rear garden is laid mainly to lawn with two brick stores and a selection of fruit trees.

Accommodation

Ground Floor

Entrance Hall with staircase off.

Sitting Room 13'8"(max) 12'9"(min) x11'11"(max) 8'9"(min) (4.61>3.88x3.63>2.66) with understairs cupboard and fireplace.

Dining Room 16'10"x7'7" (5.13x2.31) with fireplace.

Kitchen 10'2"x7'7" (3.09x2.31) with floor units and wall cupboards, door to outside.

First Floor

Landing

Bedroom 1 16'9"(max) 13'3"(min) x8'11"(max) 5'4"(min) (5.10>4.03x2.71>1.62)

Bedroom 2 10'8"x8'6" (3.25x2.59)

Bedroom 3 10'2"x7'8" (3.09x2.33)

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

Directions

From Chippenham take the B4069 signposted Royal Wootton Bassett. Continue on this road until you reach the village of Sutton Benger. The property is on the left after The Wellesley Arms.

Building Plot adj 162 Oxford Road

Calne, Wiltshire, SN11 8AH

***Guide Price £80,000+ Plus Fees**

03

Individual building plot with consent for a detached 3 bedroom house with garden and parking spaces. Situated within walking distance of the town centre in a popular residential area.



Situation and Description

This building plot for a 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.

Detailed consent for the erection of a detached dwelling with associated parking was granted by Wiltshire Council under Application No. 18/09765/DP4 on the 12th December 2018.

The approved plans are for a detached house with **an internal floor area of about 1,208ft² (112.3m²)** comprising; on the ground floor an Entrance Hall, Sitting Room, Kitchen/Dining Room, Utility Room and Cloakroom.

The first floor comprises; Landing, Master Bedroom with En-suite, 2 further Bedrooms and a Bathroom.

The property will sit centrally in the plot and will have garden areas to the front and rear and there will be 2 onsite parking spaces.

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

The extent of the site is shown coloured pink for identification purposes only on the 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 Calne town centre proceed on A3102 Oxford Road past the petrol garages on the left and then on the right. The plot is immediately on the right after the Texaco petrol station.

Town centre restaurant over 2 storeys with courtyard to the rear. Currently trading but offered with vacant possession. Potential for conversion to residential (stp).



Situation and Description

These Grade II listed premises are situated in a prominent position just off the High Street close to the Market Cross with nearby multiple retailers including Co-op Supermarket, Boots, Clarks, W H Smith and Banks in addition to well established local retailers.

Malmesbury is a historic town on the edge of the Cotswolds with junior and senior schools and other facilities. It is about 10 miles north of Chippenham and about 5 miles from Junction 17 of the M4 motorway leading to London, Bath and Bristol.

The property has been trading for a number of years as a restaurant with a bar and dining area on the ground floor and a kitchen and storage rooms above. To the rear is an enclosed courtyard seating area and a shared passageway to the road behind for bins etc.

The adjoining properties are currently undergoing refurbishment with some being converted to residential use. There is the long term possibility of the property being converted to a 2/3 bedroom cottage (subject to planning) including possibly extending into the roof space.

Accommodation

Ground Floor

Comprising; Front Dining Area, Rear Dining Room and a Bar/Kitchen with a **Net Internal Floor Area of about 445ft² (41.4m²).**

First Floor

Comprising; Kitchen, Bathroom and 2 Store Rooms with a **Net Internal Floor Area of about 195ft² (18.1m²).**

Overall Net Internal Floor Area of about 640ft² (59.5m²).

Directions

From our office proceed up the High Street and turn right at the end. The property is on the left.

4 Draycot Cerne

Chippenham, Wiltshire, SN15 5LD

***Guide Price £165,000+ Plus Fees**

05

3 Bedroom end-terrace house in a rural position with double garage, ample parking and attractive rear garden. Let on a protected tenancy basis.



Situation and Description

This 3 bedroom end-terraced cottage is situated in a small rural hamlet. Lying on the southern fringes of the Cotswolds, the area is noted for its pretty villages and unspoilt rural character. North Wiltshire is very commutable; communications are excellent with fast road access to the major employment centres of Bristol and Swindon, the Georgian city of Bath and via the M4 motorway London and the West Country.

There are main line rail services from the nearby market town of Chippenham - Paddington about 75 minutes. The area is well served with an excellent range of both state and private schooling and those with an interest in country and leisure pursuits are well catered for in the region. Comprehensive shopping facilities are also available in Chippenham.

The cottage is in generally good order but could do with some modernisation. It has double glazing and oil central heating. To the side is a large parking area leading to a double garage. To the rear is an attractive long garden mainly laid to lawn.

The property is currently let to protected tenants and is producing £2,704 per annum.

Accommodation

Ground Floor

Entrance Hall with staircase off.
Sitting Room 15'6"x12'3" (4.73x3.74)
Kitchen/Dining Room 17'8"x8'3" (5.38x2.52) with floor unit and wall cupboards.
Utility Room 7'10"x5'7" (2.40x1.71)

First Floor

Landing

Bedroom 1 12'9"x7'1" (3.88x2.16)
Bedroom 2 10'6"x8'3" (3.19x2.52)
Bedroom 3 10'8"x6'1" plus 3'6"x3'6" (3.25x1.85 plus 1.05x1.05)
Bathroom with panelled bath, wash hand basin and W.C.

Directions

Take the B4069 from Chippenham towards Royal Wootton Bassett. Pass through the outskirts of Kington Langley and onto the long Draycot straight. At the end of the straight turn left down the no through lane to Draycot Cerne. Turn left at the end and the cottage is on the left.

Spacious 5 bedroom detached house with good sized garden. 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 some modernisation and could also benefit from re-arranging the internal layout. There is also ample space to extend to the rear (subject to planning).

Externally there is ample off road parking to the front of the property for 3/4 vehicles leading to a *Garage*. The rear garden is laid mainly to lawn with patio areas and a brick built storage shed.

Accommodation

Ground Floor

Entrance Hall with staircase off and storage cupboard.

Cloakroom with wash hand basin and W.C.

Sitting Room 12'10"x10'9" (3.91x3.29) with fireplace and bay window.

Dining Room 13'10"x11'10" (4.21x3.61) opening to:

Family Room 14'x13'11" (4.28x4.23) with door to outside.

Study 14'10"x6'11" (4.53x2.11) with doors to outside.

Kitchen 9'9"x6'7" (2.98x2.00) with floor units and wall cupboards.

Utility Room with door to outside.

First Floor

Landing with airing cupboard.

Bedroom 1 14'x12'7" (4.28x3.83)

Bedroom 2 11'11"x11'9" (3.63x3.58)

Bedroom 3 12'9"x8'7" (3.89x2.62)

Bedroom 4 11'3"x8' (3.43x2.45)

Bedroom 5 12'7"(max) x8'1" (3.85x2.47) with over stairs cupboard.

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

Shower Room with wash hand basin, shower cubicle and W.C.

Directions

From the new town bridge turn right along Avenue la Fleche, proceed straight across the Bridge Centre junction into Marshfield Road, bear right into Park Lane. At the top of Park Lane turn left onto Malmesbury Road. Continue along Malmesbury Road and the property is on the right.

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

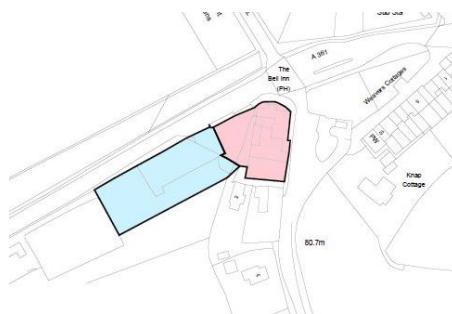
Bedroom 2 11'9"x7'7" (3.58x2.31)

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.

Extensive former public house in popular village location with consent for change of use to a single dwelling about 5,122ft² (476m²). Good sized plot with ample parking and views.



Situation and Description

This former public house is situated on the outskirts of this popular Wiltshire village. Seend has a primary school, village hall, Church, public houses in the surrounding villages, licensed community centre, camping sites and other amenities. It is also within easy reach of Devizes, Melksham and Trowbridge.

This former 'Wadworth' traditional public house has extensive and versatile accommodation over 2 floors along with 2 useful cellar rooms. It has an attractive brick frontage under a clay tiled roof and currently has extensive outbuildings used as a skittle alley.

Detailed planning consent for the change of use to a single dwelling was granted by Wiltshire Council on 25th October 2018 under Application No. 18/05648/FUL.

The approved plans provide for a 2 storey house with annex and cellar with an **overall internal floor area of about 5,122.6ft² (476m²)**. There is provision for parking and a rear garden.

The site which is shown coloured pink for identification purposes only on plan extends to **about 0.27 acres**.

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

Accommodation (proposed)

Ground Floor

Main House Entrance Hall, Kitchen/Dining Room, Living Room, Cloakroom, Snug and Pantry.

Annex Kitchen/Dining Room and Bathroom.

First Floor

Main House Master Bedroom with Dressing Room and En-suite, 3 further Bedrooms and Bathroom.

Annex 2 Bedrooms.

Second Floor

Main House Bedroom 5, Study and Playroom.

Note

The buyer of The Bell Inn may be given the option to buy the land Lot 09 at a set price, such option to be exercisable immediately on the fall of the gavel at the auction. Further details on this will be available nearer the sale date.

Directions

From Devizes direction proceed through the village of Seend and the public house is at the far end on the left.

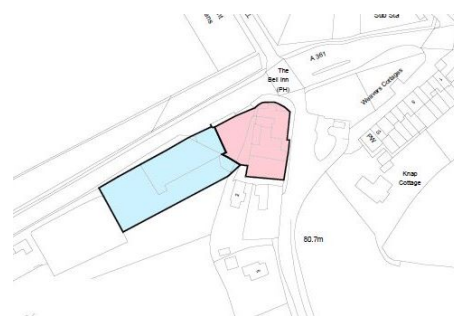
Land adjoining The Bell Inn, Seend

Melksham, Wiltshire, SN12 6SA

***Guide Price £100,000+ Plus Fees**

09

Former car park situated in a prominent main road position on the outskirts of the village with far-reaching views. Potential for further development (stp). About 0.44 acre.



Situation and Description

This former car park is situated on the outskirts of this popular Wiltshire village. Seend has a primary school, village hall, Church, multiple public houses within easy reach, licensed community centre, camping sites and other amenities. It is also within easy reach of Devizes, Melksham and Trowbridge.

The car park formed part of the The Bell Inn a former 'Wadworth' traditional public house which has closed and has consent for conversion to a residential dwelling. There is an access from the main road into the tarmac area. Behind this is the former pub garden which provides stunning views over the valley and surrounding countryside.

The site which sits at the top of Bell Hill is shown coloured blue for identification purposes only on the plan. It has a frontage to the road of about 220ft (67m) and extends in all to **about 0.44 acre**.

Due to the size and position of the site, there may be future potential for residential development (subject to planning). As well as the public house there are other residential properties to the rear of the site and in the vicinity.

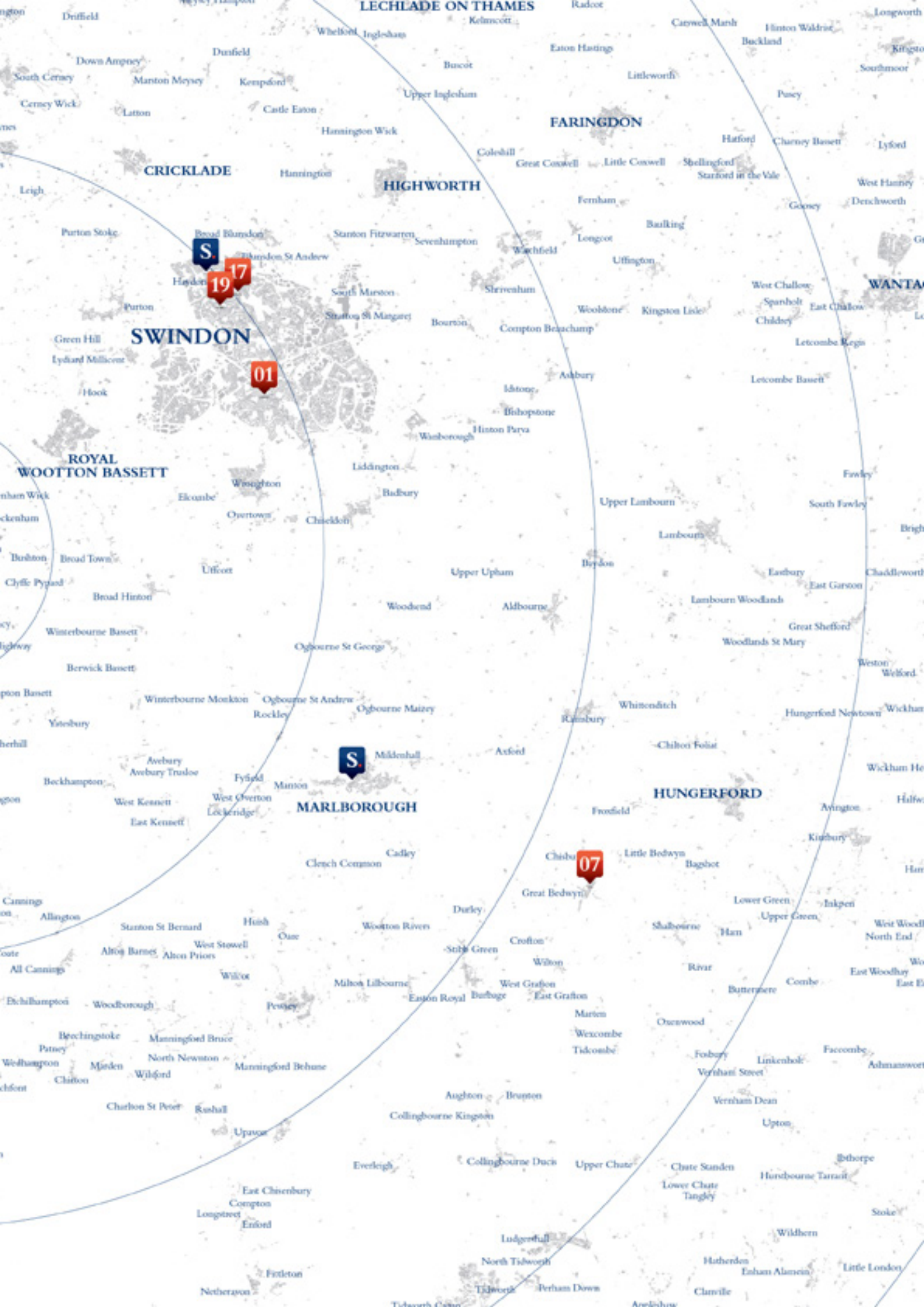
Directions

From Devizes direction proceed on the A361 Bath Road and continue down the hill. At the traffic lights turn left towards Seend, continue into the village and the car park is at the far end on the left.

Note

The buyer of Lot 08 The Bell Inn may be given the option to buy the land at a set price, such option to be exercisable immediately on the fall of the gavel at the auction. Further details on this will be available nearer the sale date.





2 Bedroom terraced cottage situated in a small rural hamlet. In need of minor improvement with potential to extend. Good sized garden with potential rear access.



Situation and Description

This 2 bedroom mid-terraced cottage is situated in a small rural hamlet. Lying on the southern fringes of the Cotswolds, the area is noted for its pretty villages and unspoilt rural character. North Wiltshire is very commutable; communications are excellent with fast road access to the major employment centres of Bristol and Swindon, the Georgian city of Bath and via the M4 motorway London and the West Country.

There are main line rail services from the nearby market town of Chippenham - Paddington about 75 minutes. The area is well served with an excellent range of both state and private schooling and those with an interest in country and leisure pursuits are well catered for in the region. Comprehensive shopping facilities are also available in Chippenham.

The cottage is in generally good order but could do with some modernisation to suit ones own taste. It has oil fired heating and double glazing and there is scope for an extension to the rear (subject to planning).

At the front is a small courtyard garden and at the rear there is a long garden mainly laid to lawn with patio areas. There is a large timber workshop/store 16'7"x10'1" (4.99x3.08). Included in the sale is a vehicular right of way over the far end of the garden belonging to 4 Draycot Cerne (Lot 05).

Directions

Take the B4069 from Chippenham towards Royal Wootton Bassett. Pass through the outskirts of Kington Langley and onto the long Draycot straight. At the end of the straight turn left down the no through lane to Draycot Cerne. Turn left at the end and the cottage is on the left.

Accommodation

Ground Floor

Entrance Hall

Sitting Room 15'4"x12'3" (4.69x3.72) with fireplace.

Kitchen/Dining Room 18'6"x8'5" (5.64x2.55) with floor units and wall cupboards.

Utility Room 6'11"x6'3" (2.10x1.90)

Cloakroom with wash hand basin and W.C.

First Floor

Landing

Bedroom 1 14'8"x10'7" (4.46x3.23) plus recess.

Bedroom 2 10'x8'6" (3.02x2.58) with built-in cupboard.

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

The Lagoon rear of Ingoldmells Court

Leaffield Industrial Estate, Corsham, Wiltshire, SN13 9XN

***Guide Price £10,000+ Plus Fees**

11

Level parcel of amenity land which includes a feature lake. Backing onto farmland. Potential for building plot or a fishing lake (subject to planning). In total about 0.51 acre.



Situation and Description

The land is situated to the rear of Ingoldmells Court which comprises a development of purpose built light industrial/warehouse units. The development is situated towards the North Eastern corner of Leaffield Industrial Estate.

The land comprises a level area and is bordered by mature trees. In the centre of the land is a feature lake with pontoons. There is a bridge crossing the lake and it could be suitable for fishing for leisure or would make an interesting conservation project.

The parcel of amenity land forms part of a landscaped buffer between the business units and the adjoining farmland.

The extent of the land is shown coloured pink for identification purposes only on plan and measures in total **about 0.51 acre**.

A planning application has been submitted for a 3 bedroom detached property to be built on the land. The result is pending and the decision is expected prior to the auction.

Directions

From Corsham proceed to Leaffield Industrial Estate along Potley Lane. Turn left into the estate and take the first left into Edinburgh Way. Continue to the end and the land is behind Units Nos. 8-15.

2 Bedroom semi-detached house in need of modernisation and updating throughout towards the outskirts of town. Front and rear garden. Ideal investment or first time buy.



Situation and Description

This 2 bedroom semi-detached house is situated towards the outskirts of Melksham. The town has an attractive high street with a good range of shops, schools and local amenities. Melksham is a busy and expanding town with a wide range of shops and employment opportunities and with easy access to Bath, Chippenham and Trowbridge.

The house is in need of modernisation and updating. It has gas central heating and is double glazed. There is scope for extension to the rear (subject to planning).

There is a good sized rear garden and a small garden to the front and side which may be able to provide parking (subject to consents and size).

In good order the house would have an estimated rental value of about £650 per calendar month which equates **to about £7,800 per annum.**

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

Directions

From the town centre, proceed on Lowbourne and at the double roundabout bear right onto Sandridge Road. Take the first left into St Margarets Gardens, continue into Craybourne Road and bear around to the right. The house is on the right just past the junction with Heathcote Road.

Accommodation

Ground Floor

Entrance Hall with staircase off.

Living Room 21'9"x9'2" (6.63x2.78)

Kitchen 10'7"x5'9" (3.23x1.77) with floor units and wall cupboards. Door to outside.

First Floor

Landing

Bedroom 1 16'9"(max)12'1"x9'9"

(5.09>3.68x2.97) with cupboard.

Bedroom 2 11'8"x9'5" (3.55x2.86)

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

10 Rodbourne Road

Corston, Malmesbury, Wiltshire, SN16 0HA

***Guide Price £130,000+ Plus Fees**

13

2 Bedroom end-terrace house in very good condition with good sized rear garden. Ideal investment with an estimated rental income of about £8,400 per annum.



Situation and Description

This 2 bedroom end terrace house is situated in a mature residential area on the outskirts of the village. Corston is a small village located midway between the M4 and the historical town of Malmesbury, which is officially recognised as England's oldest borough. Situated on the edge of the Cotswolds, surrounded by two branches of the River Avon, it boasts buildings of golden Cotswold stone and beautiful river walks.

The house which has been recently refurbished throughout enjoys a corner position and has oil fired central heating and double glazing. The property also benefits from having been re-built with a PRC certificate provided.

There is a small gated front garden with chippings laid down and access to the side leading to the rear garden. The rear garden has decking and a further lawned

area to the rear with views over the neighbouring countryside. There is also a useful outbuilding/store.

The property would be ideal for owner occupiers or investors with an estimated rental income of £700 per calendar month in good condition which equates to **about £8,400 per annum.**

For further information on lettings and management please contact Malmesbury lettings on 01666 829 292.

Directions

From Malmesbury take the A429 towards Chippenham. Upon entering Corston take the second left into Rodbourne Road. Continue past the church and take the left into a small close. The property is located in the back right.

Accommodation

Ground Floor

Entrance Hall with staircase off.

Sitting/Dining Room 21'2"(max) x 17'8"(max) (6.45x5.38)

Kitchen with floor units and wall cupboards, door to the rear garden.

First Floor

Landing

Bedroom 1 17'7"(max) x 10'2" (5.35x3.10) with airing cupboard.

Bedroom 2 11'3"(max) x 10'5"(max) (3.44x3.18) with cupboard.

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

3 Bedroom terraced house towards the outskirts of the village. In need of modernisation with good garden and parking. Ideal first time buy or buy to let investment.



Situation and Description

This 3 bedroom terraced house is situated in a residential area of similar properties towards the outskirts of the village. Yatton Keynell has a good range of local amenities to include primary school, doctors surgery, Post office/store, public house and Church. Nearby Chippenham has a wide range of shopping leisure amenities as well as a mainline railway station. There is good access to the M4 motorway.

The house is now in need of updating throughout. There are excellent views from the first floor windows to the rear over the nearby countryside.

There is a good sized enclosed rear garden laid mainly to lawn with a brick store and outside W.C. There is off road parking to the front with a small lawn area.

The property would be ideal for owner occupiers or investors with an estimated rental income of £750 per calendar month in good condition which equates to **about £9,000 per annum.**

For further information on lettings and management please contact Chippenham Lettings on 01249 652717.

Directions

From Chippenham direction proceed on the B4039 and continue through the village. Turn right signposted Grittleton and take the second left into Clarkes Leaze. The property is along on the left.

Accommodation

Ground Floor

Entrance Hall with staircase off.

Sitting Room 17'7"x10'11" (5.35x3.27) with fireplace and doors to outside.

Kitchen 13'8"x11'3" (4.16x3.42) with floor units and wall cupboards, door to outside.

First Floor

Landing

Bedroom 1 10'11"x9'8" (3.32x2.94) with storage cupboard.

Bedroom 2 15'x10'9" (4.57x3.27) with airing cupboard.

Bedroom 3 9'8"(max) x7'7"(max) (2.94x2.31)

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

Former Garages at Little Court Lane

Edington, Westbury, Wiltshire, BA13 4PW

***Guide Price £5,000+ Plus Fees**

15

2 Derelict former garages in a residential location which could provide additional parking.

Situation and Description

These former garages are situated off a village lane towards the outskirts of the popular village of Edington in an area of residential properties. The garages which are in poor condition could be used as a workshop/store or alternatively the land could provide additional parking for a nearby residence.

The land has a **frontage to the road of about 38ft (11.6m) and a depth of about 11ft (3.4m)**, the land to either side is currently used for parking.



Energy Performance Certificate (EPC):
Rating Band N/A

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Auction Office **01249 765 200**

Legal documents available online at:
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3 Bedroom semi-detached house within a short distance of the town centre. In need of modernisation throughout. Front and rear gardens with garage and parking.



Situation and Description

This 3 bedroom semi-detached house is situated only a short distance from the town centre and other amenities. Trowbridge is the County Town of Wiltshire and has a wide range of employment and schooling opportunities. There is an extensive range of shopping and leisure amenities including cinema complex with numerous restaurants.

There is good access to nearby Bath which is about 8 miles away and it provides good commuter links with the A350 leading north to the M4 and south to the A303. There is also a mainline railway station with links to Bath, Bristol and London.

The house has mains gas connected and is in need of modernisation and updating throughout.

There is a good sized rear garden and a front garden. Further to this is off road parking and a garage.

In good order the house would have an estimated rental value of about £775 per calendar month equating to **about £9,300 per annum.**

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

Accommodation

Ground Floor

Entrance Porch

Hall with staircase off.

Kitchen 9'5"x9' (2.88x2.74) with floor units and wall cupboards, door to outside.

Sitting Room 23'3"(max) x12'6"(max) (7.10x3.80) with door to outside.

First Floor

Landing

Bedroom 1 12'x9'10" (3.66x3.00) with built-in wardrobe.

Bedroom 2 12'1"x9'4" (3.68x2.84) with built-in wardrobe.

Bedroom 3 8'11"(max) x7'7"(max) (2.72x2.31) with built-in cupboard.

Bathroom with panelled bath and wash hand basin.

Cloakroom with W.C.

Directions

Proceed out of town on County Way. Continue over the first roundabout and at the next roundabout take the 4th exit onto Eastbourne Road. Take the first left into Furlong Gardens and the property is at the head of the close.

96 Thames Avenue

Swindon, Wiltshire, SN25 3NT

***Guide Price £85,000+ Plus Fees**

17

Large 2 bedroom first floor flat in a convenient location close to amenities. Short lease left on the property. Ideal investment opportunity with a potential income of about £6,900 per annum.



Situation and Description

This 2 bedroom first floor flat is located within walking distance of local amenities. Swindon is one of the fastest expanding towns in the South West and offers residents a wide variety of shopping, leisure and employment opportunities coupled with excellent access to the surrounding areas via the A419 and M4 motorway plus the mainline train station with direct links to London and Bristol.

The flat which has double glazing and electric heating is partially renovated and in need of finishing.

The property would be ideal for investment with a potential income in good order of about £575 per calendar month which equates to **about £6,900 per annum.**

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

Tenure

The flat is leasehold on a lease of 99 years from October 1987. Further details will be available in the legal pack.

Directions

From Whitworth Road turn right onto Thames Avenue. Continue along Thames Avenue until reaching the shops. The property is on the right.

Accommodation

First Floor

Entrance Hall

Kitchen Area 8'11"x6'7" (2.72x2.01) not fitted, opening to:

Living Room 20'5"(max) x14'11"(max) (6.22x4.54) with doors onto balcony.

Bedroom 1 14'1"(max) x9'9"(max) (4.28x2.98)

Bedroom 2 14'1"(max) x6'7"(max) (4.28x2.01)

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

3 Bedroom semi-detached house built in the 1950's. Now in need of modernisation and updating throughout. Close to local amenities, schools and University of Bath.



Situation and Description

This 3 bedroom semi-detached house is situated in the popular Combe Down area of Bath about 2 miles south of the City centre. The village itself has a very high sense of community spirit and self sufficiency. With local amenities providing every level of schooling and childcare, doctors surgery, dentists and pharmacies. Within the village there is a highly reputed car garage, award winning delicatessen, art gallery, Bath Bakery, hardware store and Co-op mini-market. Locally there is a Tesco Express with petrol station and a large Sainsburys supermarket.

Bath City centre is easily accessible as is the mainline railway station, providing excellent access to Bristol Temple Meads and London Paddington. Bath offers a wide variety of employment opportunities as well as a large selection of leisure, shopping and entertainment facilities.

The house which has gas central heating is in need of modernisation and updating and would be ideal for owner occupiers or investors. There is scope for extension to the rear/side (subject to planning).

There is a good sized rear garden with lawn. There is driveway parking for multiple cars leading to a single garage.

The property was underpinned in 1982 and further inspected 10 years later. There appears there may of been further movement at the property since, although no structural report has been done since.

Accommodation

Ground Floor

Entrance Hall with staircase off.
Sitting Room 13'(max) x12'8"(max) (3.96x3.86) with bay window.
Dining Room 13'x10'11" (3.96x3.34)
Kitchen 8'8"x6'6" (2.65x1.99) with floor units and wall cupboards.

Rear Lobby with door to outside.
Cloakroom with W.C.

First Floor

Bedroom 1 12'8"(max) x11'9" (3.87x3.59) with bay window.
Bedroom 2 13'1"(max) x11' (3.98x3.35)
Bedroom 3 10'x6'5" (3.04x1.95)
Bathroom with panelled bath, wash hand basin and W.C.

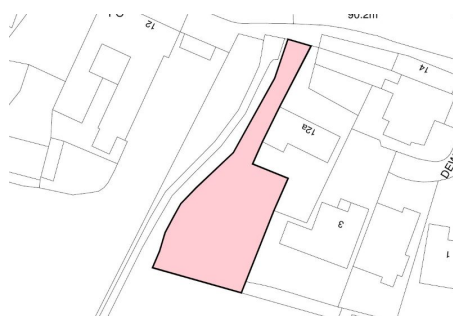
Directions

Upon entering Combe Down from Entry Hill, turn left onto Bradford Road and continue over the roundabout. Turn left into Stonehouse Lane and the property is along on the right.

Joint Auctioneers

Fidelis
 Bath
 01225 421 000

Individual building plot with planning consent to erect a 4 bedroom detached house with off-street parking. Close to local amenities and good road links to A419 and M4.



Situation and Description

This level and easily developed plot is situated in the popular Haydon Wick area about 3 miles north of Swindon town centre, close to all local amenities with easy access to the A419 and surrounding areas. Swindon offers an extensive range of employment opportunities, shopping facilities, leisure and entertainment.

Planning consent for the erection of a detached dwelling was granted on the 3rd May 2018 by Swindon Borough Council under Application No: S/18/0685.

The approved plans are for a 4 bedroom detached house comprising on the Ground Floor; Entrance Hall, Cloakroom, open plan Lounge/Dining Area and Kitchen. On the First Floor; Master Bedroom with En-suite, 3 further Bedrooms, one with En-suite and a Bathroom.

There is an integral garage and 2 further parking spaces to the front and a garden to the rear.

The site which is shown coloured pink for identification purposes only on plan extends to **about 0.12 acre**.

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

It is believed that all main services are available 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 Whitworth Road turn right onto Thames Avenue and continue past the shops. At the roundabout take the first exit onto Blunsdon Road. Proceed along the road until you reach the High Street. The building plot is set back from the road immediately in front of you.



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marlborough@strakers.co.uk

*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.

INTRODUCTION

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:

Glossary

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

Auction Conduct Conditions

The 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.

Sale 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;
 - 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 risk.

GLOSSARY

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

- singular words can be read as plurals, and plurals as singular words;
- 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.

Addendum

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*; and

but if that date is not a *business day* the first subsequent *business day*.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the *auctioneers*.

Arrears

Arrears 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*.

Auction

The auction advertised in the *catalogue*.

Auction conduct conditions

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

Auctioneers

The auctioneers at the *auction*.

Business day

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

Buyer

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.

Completion

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* conveyancer’s client account.

Condition

One of the *auction conduct conditions* or *sales conditions*.

Contract

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

Contract date

The date of the *auction* or, if the *lot* is not sold at the *auction*:

(a) the date of the *sale memorandum* signed by both the *seller* and *buyer*; or

(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

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 to the *lot*.

Financial charge

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

General conditions

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

Interest rate

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.)

Lot

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

Old arrears

Arrears due under any of the *tenancies* that are not “new tenancies” as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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*.

Transfer

Transfer includes a conveyance or assignment (and “to transfer” includes “to convey” or “to assign”).

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The *auctioneers*.

You (and your)

Someone who has a copy of the *catalogue* or who attends or bids at the *auction*, whether or not a *buyer*.

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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 disappplied 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 Ourrole

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 *lot* for sale;

(c) sell each *lot*;

(d) receive and hold deposits;

(e) sign each *sale memorandum*; and

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

A2.2 *Our* decision on the conduct of the *auction* is final.

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 the *auction*.

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 is final.

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 to the relevant *lot* number, you take the risk that the description contained in the *particulars* is incomplete or inaccurate, as the *particulars* have not been prepared by a conveyancer and are not intended to form part of a legal contract.

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 versions.

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 The contract

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

(c) pay the deposit.

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.

A5.5 The deposit:

(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the *seller*; but otherwise is to be held as stated in the *sale conditions*; and

(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 state if *we* accept any other form of payment.

A5.6 *We* may retain the *sale memorandum* signed by or on behalf of the *seller* 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 the *buyer’s* default.

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 The lot

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*, but excluding any *financial charges*: these the *seller* must discharge on or before *completion*.

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 authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoing 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 enquires 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. Deposit

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 accept); and
(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* for breach of contract.

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

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:
(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* 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.

G3.4 Unless the *buyer* is already lawfully in occupation of the *lot* the *buyer* has no right to enter into occupation prior to *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 sold.
(c) If the *lot* is not registered land the *seller* is to give to the *buyer* within five *business 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 relevant *document*.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the *documents* accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(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 *buyer* has no right to object to or make requisitions on any title information more than seven *business days* after that information has been given to the *buyer*.

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 *buyer*; and
(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*.

G4.5 The *seller* does not have to produce, nor may the *buyer* object to or make a requisition in relation to, any prior or superior title even if it is referred to in the *documents*.

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* before the *agreed completion date* and the engrossment (signed as a deed by the *buyer* if *condition* G5.2 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 *transfer*.

G6. Completion

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 *buyer* 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:

- terminate the *contract*;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the *lot*; and
- claim damages from the *buyer*.

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

- terminate the *contract*; and
- recover the deposit and any interest on it from the *seller* or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the *contract* is lawfully brought to an end:

- the *buyer* must return all papers to the *seller* and appoints the *seller* its agent to cancel any registration of the *contract*; and
- 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. Landlord's licence

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

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.

G9.4 The *seller* must:

- use all reasonable endeavours to obtain the licence at the *seller's* expense; and
- enter into any authorised guarantee agreement properly required.

G9.5 The *buyer* must:

- promptly provide references and other relevant information; and
- 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 any sum at *completion* unless 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 outgoing are to be apportioned at *actual completion date* unless:
(a) the *buyer* is liable to pay interest; and
(b) the *seller* has given notice to the *buyer* at any time up to *completion* requiring apportionment on the date from which interest becomes payable by the *buyer*, in which event income and outgoing 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 outgoing 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 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 known.

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 Buyer to pay for arrears

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

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 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 *seller's* conveyancer may reasonably require;
(d) if reasonably required, allow the *seller's* conveyancer to have on loan the counterpart of any *tenancy* against an undertaking to hold it to the *buyer's* order;
(e) not without the consent of the *seller* release any tenant or surety from liability to pay *arrears* or accept a surrender of or forfeit any *tenancy* under which *arrears* are due; and
(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. Management

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

G12.2 The *seller* is to manage the *lot* in accordance with its standard management policies pending *completion*.

G12.3 The *seller* must consult the *buyer* on all management issues that would affect the *buyer* after *completion* (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a *tenancy*; or a new tenancy or agreement to grant a new tenancy) and:
(a) the *seller* must comply with the *buyer's* reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the *seller* to a liability that the *seller* would not otherwise have, in which case the *seller* may act reasonably in such a way as to avoid that liability;
(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 through acting as the *buyer* requires, or by reason of delay caused by the *buyer*.

Common auction conditions *Edition 3*

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 “rent deposit deed” means the deed or other document under which the rent deposit is held.

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 *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. VAT

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* group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the *lot* a *VAT* option that remains valid and will not be revoked before *completion*.

G15.3 The *buyer* confirms that:

- (a) it is registered for *VAT*, 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 apply to it; and
- (d) it is not buying the *lot* as a nominee for another person.

G15.4 The *buyer* is to give to the *seller* as early as possible before the *agreed completion date* evidence:

- (a) of the *buyer's* *VAT* registration;
- (b) that the *buyer* has made a *VAT* option; and
- (c) that the *VAT* option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two *business days* before the *agreed completion date*, *condition* G14.1 applies at *completion*.

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 concern then:

- (a) the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a *VAT* invoice in respect of the sale of the *lot*;
- (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. Capital allowances

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's* claim 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 *buyer'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 as agent of the *seller*.

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.

G19.5 Where relevant:

- (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. TUPE

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* 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 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. Service Charge

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* showing:

- (a) service charge expenditure attributable to each *tenancy*;
- (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 *seller* 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 recovered to the *seller* 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 (*arrear*s) applies.

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

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
- (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. Rent reviews

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 date* but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the *buyer*, such consent not to be unreasonably withheld or delayed.

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 funds.

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 *arrear*s.

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

G24. Tenancy renewals

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 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. Warranties

G25.1 Available warranties are listed in the *special conditions*.

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 consent 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 triggers first registration or is a registrable disposition. 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 *seller* 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*.

G28.3 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 *business 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

February 2019

Lot Number	<input type="text"/>	<input type="text"/>
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Auction Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Property Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Agreement Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Completion Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Sale Price	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Deposit	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Balance	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Seller's Name(s)	<input type="text"/>
<input type="text"/>	
<input type="text"/>	

Seller's Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Name(s)	<input type="text"/>
<input type="text"/>	
<input type="text"/>	

Buyer's Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Phone Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Buyer's Solicitors Firm	<input type="text"/>
<input type="text"/>	

Buyer's Solicitors Contact Name	<input type="text"/>
<input type="text"/>	

Buyer's Solicitors Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Solicitors Phone Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Buyer's Administration Fee £600.00 Incl VAT (Office use only)	<input checked="" type="checkbox"/>
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The Seller acknowledges that he has agreed to sell and the Buyer acknowledges that he has agreed to buy the property mentioned above at the purchase price, subject to the Standard, General and Special Conditions of Sale.

Signed as Agent (for the seller)	<input type="text"/>
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Signed by the Buyer (or, on behalf of the buyer)	<input type="text"/>
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ID Checklist (Office use only)	Photographic <input checked="" type="checkbox"/>	Address <input checked="" type="checkbox"/>	Negotiator <input type="text"/>
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Is your property suitable?
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