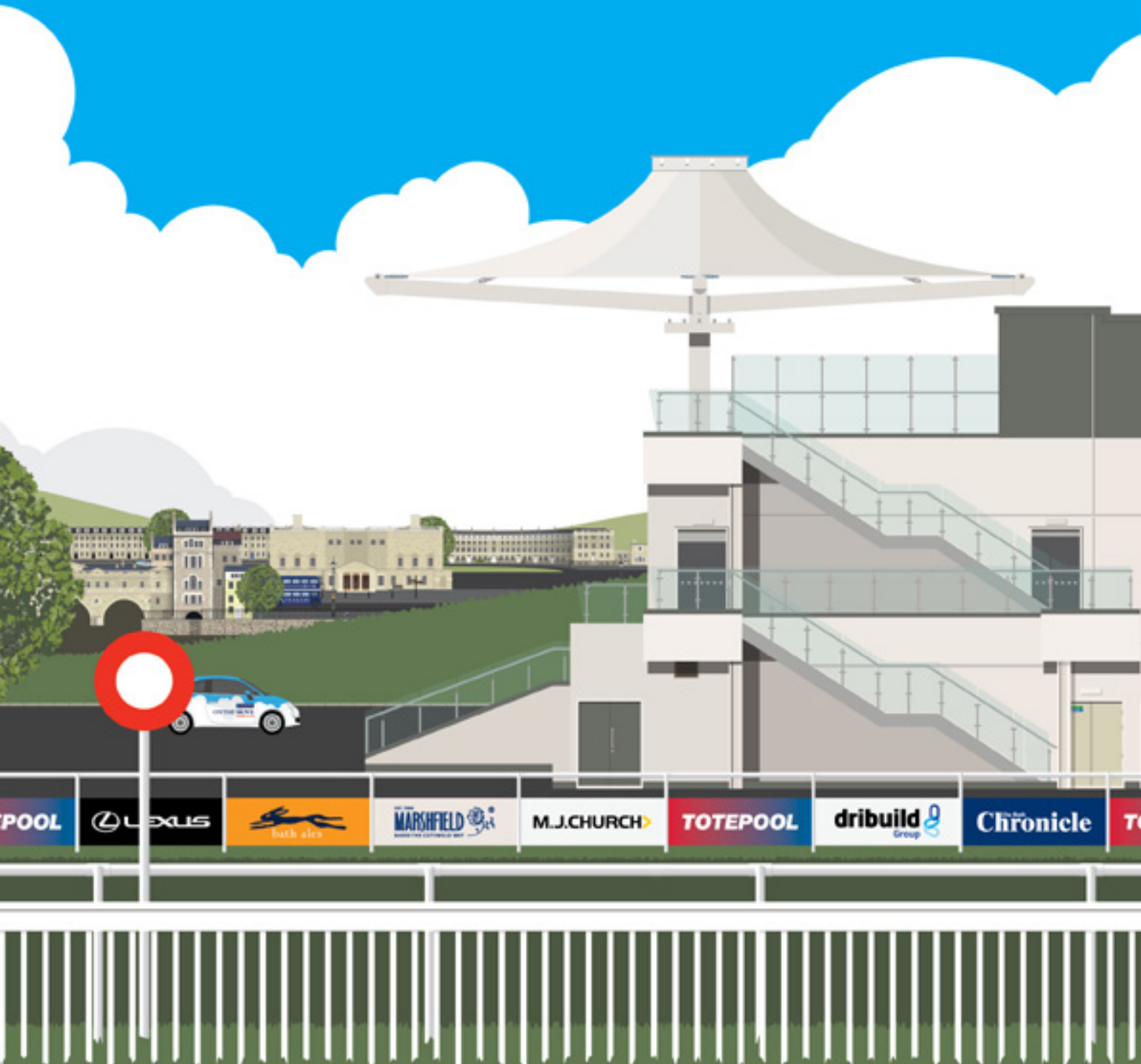


LAND AND PROPERTY AUCTIONS

STRAKERS

May 2019

Thursday 09 May 7pm
Bath Racecourse



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

01249 765 200
auctions@strakers.co.uk

strakers.co.uk
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Welcome

May 2019



Welcome to our May Land & Property auction catalogue.

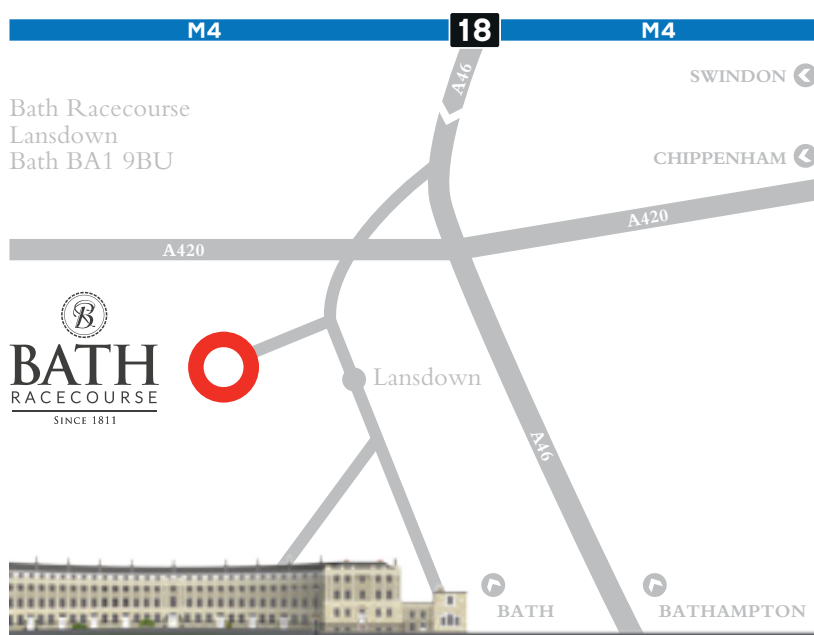
I know I am biased, however I have to say we have some spectacular Lots included this time round. Being a cricket nut myself, I do like the 15th century barn conversion overlooking the cricket pitch in Melksham.

I am also intrigued by the fire damaged thatched cottage, set in about 1 acre in Bishop's Cannings. Do look out for my first attempt at a video commentary on this, it will be on all the usual social media outlets, but please don't judge me!

We have lots of viewing opportunities and as they are mainly open house slots, the more visitors the better. Feel free to speak with Tori in the auction office and she can book you in.

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
Auction Negotiator

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For live results, follow:
 [@strakersworld](https://twitter.com/strakersworld)

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Order of Sale

Thursday 09 May 2019 7pm **Bath Racecourse**

| | | | | | |
|-----------|---|-----------|-----------|--|-----------|
| 01 | 4 Station Road Devizes SN10 1BZ | £95,000+ | 18 | 37-38 Fleet Street Swindon SN1 1RE | £275,000+ |
| 02 | 14 Bishop Road Calne SN11 9AF | £130,000+ | 19 | 42 Glenville Close Royal Wootton Bassett SN4 7EU | £80,000+ |
| 03 | 51 Fleet Street Swindon SN1 1RE | £80,000+ | 20 | Garages at Orchard Road Corsham SN13 0DJ | £165,000+ |
| 04 | Garages at Pound Close Lyneham, Chippenham SN15 4PJ | £15,000+ | 21 | 22 Lady Coventry Road Chippenham SN15 3NG | £200,000+ |
| 05 | Garages at Reids Piece Purton, Swindon SN5 4AZ | £50,000+ | 22 | 36 Oxford Street Ramsbury SN8 2PS | £365,000+ |
| 06 | Former Congregational Church Upper Castle Combe SN14 7HD | £90,000+ | 23 | St. Michaels Court Canon Square, Melksham SN12 6LX | £415,000+ |
| 07 | The White Cottage, Plough Lane Kington Langley SN15 5PW | £270,000+ | 24 | 3 Russell Square High Street, Marlborough SN8 1ND | £325,000+ |
| 08 | 20 Harford Street Trowbridge BA14 7HH | £110,000+ | 25 | 118 High Street Royal Wootton Bassett SN4 7AU | £295,000+ |
| 09 | 18-20 Bridge End Road Swindon SN3 4PD | £300,000+ | 26 | White House, 9 Martinslade Seend, Melksham SN12 6RT | £450,000+ |
| 10 | Juniper Cottage The Shoe, North Wraxall SN14 8SE | £180,000+ | 27 | 6 Bank Row Church Street, Calne SN11 0SG | £70,000+ |
| 11 | 23 Mannington Court Drew Street, Swindon SN2 2JA | £90,000+ | 28 | 124 Westcott Place Swindon SN1 5HR | £95,000+ |
| 12 | 3 Avon Square Upavon, Pewsey SN9 6AD | £95,000+ | 29 | Plot 4 at Dunkirk Hill Devizes SN10 2BD | £50,000+ |
| 13 | 4 Victoria Road Swindon SN1 3AJ | £75,000+ | 30 | Plot 5a & 5b at Dunkirk Hill Devizes SN10 2BD | £20,000+ |
| 14 | 49 Ryelease Potterne, Devizes SN10 5NJ | £90,000+ | 31 | Plot 6a, 6b & 6c at Dunkirk Hill Devizes SN10 2BD | £30,000+ |
| 15 | The Old Manor House, Chandlers Lane Bishop's Cannings SN10 2JZ | £215,000+ | 32 | 2 Paradise Lane Devizes SN10 2NN | £165,000+ |
| 16 | Land rear of Cowbridge Crescent Malmesbury SN16 9LY | £2,000+ | 33 | 10 Wicker Hill Trowbridge BA14 8JU | £90,000+ |
| 17 | Land at Swindon Road Malmesbury SN16 9LZ | £2,000+ | 34 | Redcot, 22 Bowden Hill Lacock, Chippenham SN15 2PP | £275,000+ |

Results

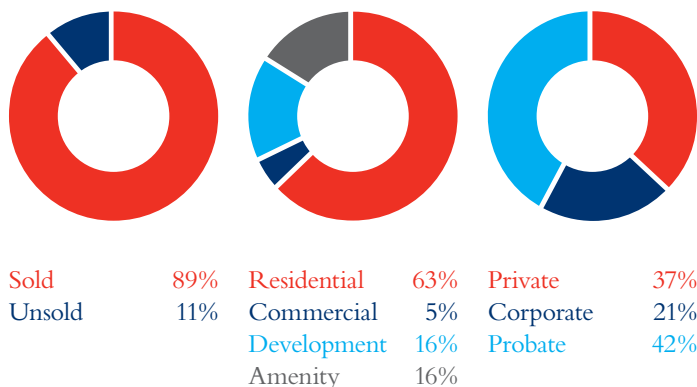
February 2019

Total sales £2,687,000

Brexit? What Brexit? All joking aside, there has been a lot of talk about the uncertainty in the market and how this is affecting buyers confidence and how little property is moving. Now, I won't disagree that it is a tough market at present, however the results of Strakers auction last night show that with sensible pricing there are many buyers out there willing to take a chance. We sold 89% of the Lots available with a couple of properties really heating up the atmosphere, especially at the start of the evening with Lots 01 & 02 selling for well in excess of the guide prices, those two properties alone had over 20 people registered to bid.

Charlie Doel MNAVA

Director and Auctioneer



| | | | | | |
|-----------|---|-------------------------|-----------|--|-----------------------|
| 01 | 6 Union Street Swindon SN1 3LD | £85,000+ £138,000 | 11 | The Lagoon, Rear of Ingoldmells Court Leafield Ind Estate, Corsham SN13 9XN | £10,000+ £10,000 |
| 02 | 36 High Street Sutton Benger SN15 4RF | £225,000+ £280,000 | 12 | 15 Craybourne Road Melksham SN12 7DH | £115,000+ £128,000 |
| 03 | Building Plot adj 162 Oxford Road Calne SN11 8AH | £80,000+ £80,000 | 13 | 10 Rodbourne Road Corston, Malmesbury SN16 0HA | £130,000+ £140,000 |
| 04 | 4 Oxford Street Malmesbury SN16 9AX | £155,000+ Sold After | 14 | 11 Clarkes Leaze Yatton Keynell, Chippenham SN14 7BT | £155,000+ £166,000 |
| 05 | 4 Draycot Cerne Chippenham SN15 5LD | £150,000+ £150,000 | 15 | Former Garages at Little Court Lane Edington, Westbury BA13 4PW | £5,000+ Unsold |
| 06 | 129 Malmesbury Road Chippenham SN15 1PZ | £360,000+ Withdrawn | 16 | 9 Furlong Gardens Trowbridge BA14 7HB | £160,000+ £182,000 |
| 07 | 38 Farm Lane Great Bedwyn, Marlborough SN8 3LU | £250,000+ Sold Prior | 17 | 96 Thames Avenue Swindon SN25 3NT | £85,000+ Available |
| 08 | The Bell Inn Bell Hill, Seend, Melksham SN12 6SA | £200,000+ £252,000 | 18 | 28 Stonehouse Lane Combe Down, Bath BA2 5DW | £230,000+ £286,000 |
| 09 | Land adjoining The Bell Inn Seend, Melksham SN12 6SA | £100,000+ £100,000 | 19 | Building Plot to the rear of 12a High Street Haydon Wick, Swindon SN25 1HX | £95,000+ £145,000 |
| 10 | 5 Draycot Cerne Chippenham SN15 5LD | £225,000+ £225,000 | | | |

TENANT FEES BAN SEMINAR

Landlords, are you aware of the Tenant Fees Ban coming into effect on 01 June? Please join the lettings team and our guest speakers for guidance and advice on all areas of the Act and how it will affect you as a landlord.

15 May 7pm at The Bear, Devizes

RSVP lettings@strakers.co.uk

Guest speakers:



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 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 on Lots sold for less than £99,999, or £1,200 including VAT on Lots sold for £100,000 and above 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.

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.

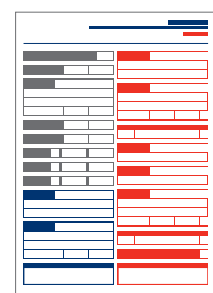
Proof of identification

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.**



Chartwell Funding can source the most competitive terms for mortgages that cannot be found on the High Street. **We are experts at helping our clients with bridging, development finance and commercial mortgages.**

Buying a property via auction can be very much like buying a property through the traditional process. You can have access to standard products with the High Street banks but things need to happen quickly.

We recently attended Strakers Land and Property auction in Bath and helped a buyer purchase their first home.

Mrs C had spoken to an independent financial advisor to get an agreement in principle for a mortgage prior to the auction. She went along to the auction and successfully bid for the property. As ever, Chartwell Funding had an adviser at the auction, Matt, and Mrs C asked him for a second opinion now that she knew the purchase price.

Matt looked at the documentation provided by the IFA and it transpired that it was not an agreement in principle, merely a print out of a lenders online affordability calculator showing that the loan required could be achieved. Matt took the basic details from the client and confirmed the mortgage would be possible. He emailed her a mortgage fact

find to complete overnight and asked for all the supporting documentation a mortgage lender would require (payslips, bank statements etc.) to be attached, so a formal recommendation could be made.

First thing on the day after the auction Matt completed a full market review and emailed a recommendation to the client. This was accepted and by midmorning the application had been submitted, agreed in principle, the basic mortgage valuation instructed, and the supporting documents uploaded to the lenders processing system.

Three days later the valuation was carried out and this was received by the lender two days later. On the seventh working day the formal mortgage offer was issued to the solicitors, leaving them three weeks to complete the legalities for the transaction and meet the completion deadline agreed at the auction.

Mrs C was lucky as she had a deposit, a steady income and the property was habitable. Typically auction purchases can be a lot more complicated than this

and traditional mortgages cannot be used. Seeking thorough advice prior to the auction is highly recommend. Taking the time to speak with Chartwell Funding can enable you to ensure that any potential lot that you're interested in is affordable to you, what the cost of any finance required would be and that it is achievable within the timescale to meet the completion deadlines.



CHARTWELL
FUNDING LIMITED

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With a team of 19 dedicated lettings specialists and property managers we will care for your property in every way.

We offer varying levels of service from an introduction only to a full management service. With 600 properties currently being managed for our clients portfolios, you can trust us to look after your property.

To let your property talk to us today...

4 Station Road

Devizes, Wiltshire, SN10 1BZ

***Guide Price £95,000+ Plus Fees**

01

1 Bedroom terraced house in need of modernisation and improvement. Close to the town centre. Divorced garden. Ideal first time buy or buy to let investment.



Situation and Description

This terraced house is situated close to the town centre and Market Place. Devizes provides an assortment of individual shops, coffee shops, businesses and supermarkets as well as a thriving weekly market.

The property which has double glazing is now in need of updating and modernisation. We believe it would further benefit from some internal alterations. There is a wheelchair lift in the sitting room providing access to the first floor.

Externally there is a rear pedestrian access across the neighbouring garden leading to an enclosed garden with a timber shed.

The property would be ideal for investment with a potential income in good condition of about £550 per calendar month which equates to an overall income of **about £6,600 per annum**.

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

Accommodation

Ground Floor

Sitting Room 15'2"(max) 11'(min)x11'1" (4.62x3.36x3.37) with fireplace and staircase off.

Kitchen 11'x9'10"(max) 5'2"(min) (3.36x3.00 max) with floor units and wall cupboards, door to outside.

First Floor

Landing

Bedroom 10'9"(max) 8'(min)x9'10"(3.28x2.46x3.00) with built-in double wardrobe.

Wet Room with shower, wash hand basin and W.C.

Directions

From the Market Place, proceed down Station Road and the property is on the right.

3 Bedroom end-terrace house within a short distance of the town centre. In need of modernisation throughout. Would suit owner occupier or investor. Parking, front and rear gardens.



Situation and Description

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

The house which has double glazing and gas central heating is in need of modernisation throughout.

Externally there is a garden to the front laid to gravel with a driveway to the side. The rear garden is enclosed and laid mainly to lawn.

The property would make an ideal investment and in good order the house would have an estimated rental value of about £695 per calendar month equating to **about £8,340 per annum.**

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

Directions

From Calne town centre, turn right onto North Street. Take the first right hand turn into Bryans Close Road and the first left into Bishop Road. Bear left and the property is on the right.

Accommodation

Ground Floor

Entrance Hall with staircase off, cupboard under.

Sitting Room 12'7"x12'5" (3.85x3.78) with gas back boiler.

Dining Room 9'8"x9'7" (2.94x2.91)

Kitchen 9'8"x8'8" (2.95x2.64) with floor units and wall cupboards.

First Floor

Landing with storage cupboard.

Bedroom 1 11'5"(max) x10'4"(max) (3.48x3.15) with storage cupboard.

Bedroom 2 10'10"x8'4" (3.30x2.54) with storage cupboard.

Bedroom 3 8'8"(max) x7'11"(max) (2.65x2.40)

Bathroom with panelled bath and wash hand basin.

Cloakroom with W.C.

Commercial property in need of modernisation with potential to create a flat (stp). About 864ft² (80.3m²). Garaging and parking to the rear. Future development potential (stp).



Situation and Description

This freehold investment opportunity is located in an established food and leisure area of Swindon and has a prominent frontage onto Fleet Street with other retailers in the immediate area.

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 property comprises of a retail shop to the front with office and bathroom behind. At first floor level are 4 office rooms with a fire escape to the rear. The whole property is in need of improvement and there is the scope for converting the first floor to residential (subject to consents).

To the rear of the property there is a former detached garage which has been used as accommodation in the past and parking for numerous cars. There may be some long term development of flats similar to the adjoining properties (subject to planning).

Accommodation

Ground Floor

Retail Shop 26'x18'6" (average) (7.92x5.64) overall including an office partitioned off at the rear.

Rear Lobby with staircase off and door to outside.

Bathroom with bath and wash hand basin.

Cloakroom

Ground floor internal floor area of about 438ft² (40.7m²).

First Floor

Landing

Office 1 12'3"x9'0" (3.74x2.73)

Office 2 15'x7'7" (4.56x2.31)

Office 3 11'6"x10' (3.49x3.09)

Office 4 12'11"x9'2" (average) (3.32x2.80) with door to fire escape.

First floor internal floor area of about 426ft² (39.6m²).

Directions

On foot, from The Parade turn right at Topshop onto Bridge Street. Continue along Bridge Street and take the second right onto Fleet Street. The property is along on the right hand side.

Joint Auctioneers

Loveday
Swindon
01793 423 344

04

Garages at Pound Close Lyneham, Chippenham, Wiltshire, SN15 4PJ ★Guide Price £15,000+ Plus Fees

Block of 3 garages and land for investment.

Situation and Description

Block of 3 lock-up garages adjoining a residential area in Lyneham. The garages are block built with a flat roof and up and over doors to the front. There is a piece of land to the rear and also a grassed area adjoining No74.

The garages could provide a potential rental income of about £15 per week each which equates to an **overall income of about £2,340 per annum.**



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

To arrange a viewing, contact:
Auction Office **01249 765 200**

★Please refer to the important notice with
regards to guide price and reserve prices

05

Garages at Reids Piece Purton, Swindon, Wiltshire, SN5 4AZ ★Guide Price £50,000+ Plus Fees

Block of 11 garages and forecourt for investment

Situation and Description

Block of 11 lock-up garages adjoining a residential area in the heart of Purton. The garages are block built with a flat roof and up and over doors to the front. There is a tarmac forecourt and entrance.

The garages could provide a potential rental income of about £15 per week each which equates to an **overall income of about £8,580 per annum.**



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

To arrange a viewing, contact:
Auction Office **01249 765 200**

★Please refer to the important notice with
regards to guide price and reserve prices

Former Congregational Church

Upper Castle Combe, Wiltshire, SN14 7HD

***Guide Price £90,000+ Plus Fees**

06

Former Congregational Church situated in popular village. Overall internal floor area of about 1,682ft² (156.3m²) with planning permission for conversion of the rear to residential.



Situation and Description

This attractive Grade II listed former Congregational Church is situated in the rural hamlet of Upper Castle Combe. There is a good range of local amenities in the neighbouring villages of Yatton Keynell and Castle Combe to include primary school, doctors surgery, Post office/store, public houses and Churches. Castle Combe Golf Course and Racing Circuit are both within easy reach.

Nearby Chippenham has a wide range of shopping leisure amenities as well as a mainline railway station and good access to the M4 motorway.

The stone built chapel has a stone tiled roof and can be accessed via doors to the front and rear. There is a courtyard area which could be used for garden seating.

Detailed consent for conversion of the rear of the premises to living accommodation was granted by Wiltshire Council under Application No. 17/12356/FUL on the 21st March 2018.

The approved plans provide for a Church Hall with associated Meeting Room, Vestry/Office and Cloakroom with an **overall internal floor area of about 1,087ft² (101m²)** with access from the front. At the rear of the building will be an apartment with an **overall internal floor area of about 595ft² (55.3m²)** comprising; Lobby, Bed/Sitting Room, Kitchen/Dining Room and Bathroom.

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

There could be future potential for conversion of the whole into residential or for altering the usage to a live/work unit (both subject to planning).

The extent of the property is shown edged in red on the aerial photograph for identification purposes only.

Directions

Leave Chippenham on the A420 towards Bristol. After about two miles turn right signposted Castle Combe and Yatton Keynell. Continue through the village of Yatton Keynell and into Upper Castle Combe, past the racing circuit on the left. The property is a short distance along on the right.

2 Bedroom detached cottage in a semi-rural position on the outskirts of the village. In need of modernisation with scope for extension (subject to planning). Garden and driveway.



Situation and Description

This 2 bedroom detached cottage is situated in a semi-rural position towards the outskirts of this popular North Wiltshire village. Kington Langley has a mixture of older cottages and modern houses and has a thriving community with Church, primary school, Village hall and recreational ground.

The market town of Chippenham is only a short distance away and provides an extensive range of shopping and leisure amenities as well as a mainline railway station. There is easy access to the M4 motorway.

The detached cottage is set slightly back from the road and is in need of modernisation. It has some double glazing and gas heating. There is scope for extension (subject to planning).

There is a driveway to the side which could possibly be made wider, a front courtyard and a mainly laid to lawn rear garden with feature well and a stone store. The property backs onto a field at the rear.

Accommodation

Ground Floor

Entrance Hall with staircase off and cupboard under

Living Room 14'1"x9'8" (4.30x2.94) with fireplace.

Lean to Sun Room

Kitchen 12'2"x6'6" (3.7x1.98) with floor units and wall cupboards, larder cupboard and door to outside.

Dining Room 12'2"x8'9" (3.7x2.66) with cupboard.

First Floor

Landing

Bedroom 1 14'1"x9'2" (4.29x2.79)

Bedroom 2 9'3"x 7'8" (2.81x2.33)

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

Directions

From Chippenham proceed North on the A350. At the traffic lights turn right towards Kington Langley. The cottage is a short distance along on the left just before the hill.

20 Harford Street

Trowbridge, Wiltshire, BA14 7HH

***Guide Price £110,000+ Plus Fees**

08

2 Bedroom terraced house close to town centre. In need of modernisation and updating. Ideal buy to let investment or first time buyer house. Garden to rear.



Situation and Description

This Grade II listed attractive terrace house is situated amongst similar terraced properties in a convenient position close to the town centre and local amenities. Trowbridge offers a range of shopping, schooling, leisure and employment opportunities with good access to Bath.

The stone built terraced house has had some improvements over recent years, but it is now in need of modernisation and updating and would make an ideal buy to let investment opportunity or would suit a first time buyer.

To the front is a small courtyard. There is rear garden mainly laid to lawn with pedestrian access across the back of the terrace. There is on street parking available.

Accommodation

Ground Floor

Entrance Hall with staircase off.
Kitchen 9'10"x6'8" (3.00x2.03) with fitted floor units and wall cupboards.
Living Room 12'6"(max)x10'1" (3.81x3.08) with understairs cupboard.
Rear Porch with door to outside.

First Floor

Landing
Bedroom 1 11'3"(max)x9'10"(max) (3.44x2.99) with built in cupboards.
Bedroom 2 10'2"(max)x6'8"(max) (3.10x2.03)
Bathroom with panelled bath, wash hand basin and W.C.

Directions

On entering Trowbridge along the A350 Hilperton Road take the first exit on the Tesco Metro roundabout into Eastbourne Road and follow the road round to the right. At the end of this road turn right into Harford Street and the property is on the left.

18-20 Bridge End Road

Swindon, Wiltshire, SN3 4PD

***Guide Price £300,000+ Plus Fees**

Residential investment opportunity ready to convert to a HMO or possible redevelopment (subject to planning). Close to town centre and other amenities with off road parking spaces.



Situation and Description

This detached house is situated in a convenient position in an established residential area within close proximity to 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 property which has been refurbished in recent years has double glazing and gas central heating and is in generally good order throughout. We believe with the existing internal layout that there is a natural divide which could be utilised for

a private individual to live in one part with the rest let as a potential HMO (subject to necessary consents). Further potential uses would be an owner occupier or B&B (again subject to necessary consents).

Externally there is a courtyard garden to the rear with gated access. There are three stores which could be converted to further residential accommodation (subject to planning) and two storage sheds.

If let as a HMO with 8 bedsitting rooms there is a **potential gross income of about £33,600 per annum.**

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

House Accommodation

Ground Floor

Entrance Hall

Sitting Room 24'4"(max) x11'6" (7.42x3.50)

Kitchen/Dining Room 18'6"(max) x13'2"(max) (5.64x4.01) with floor units, wall cupboards and door to outside.

Study 9'10"x8'5" (3.00x2.56)

Inner Lobby with door to outside.

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

First Floor

Landing

Bedroom 13'1"x13' (3.99x3.96)

En-Suite Bathroom

Dressing Room 1

Dressing Room 2 with store off.



Rental Accommodation

Ground Floor

Entrance Hall

Sitting Room 14'10"x6'8" (4.52x2.03)

Kitchen 12'11"x12'2" (3.94x3.71)

Bedroom 5 13'3"(max) x9'5" (4.04x2.87)

Bedroom 6 11'8"(max) x10'4"(max)

(3.56x3.15)

Bedroom 7 10'9"(max) x8'11"(max)

(3.25x2.72)

Bedroom 8 9'9"(max) x8'10"(max)

(2.97x2.69)

Shower Room 1 with shower cubicle, wash hand basin and W.C.

Shower Room 2 with shower cubicle.

First Floor

Landing

Bedroom 1 13'x8'9" (3.96x2.67) with built-in wardrobe.

Bedroom 2 12'2"(max) x9'5"(max) (3.71x2.87) with built-in wardrobe.

Bedroom 3 14'4"(max) x9'2" (4.37x2.79) with built-in wardrobe.

Bedroom 4 12'1"(max) x10'11"(max) (3.68x3.33)

Cloakroom with wash hand basin and W.C.

Shower Room with shower cubicle.

Directions

From the Magic Roundabout proceed along Queens Drive and at the roundabout take the first exit onto Drakes Way. Continue along Drakes Way, at the next roundabout take the second exit onto Swindon Road. Take the first exit at the next roundabout onto Bridge End Road. The property is a short distance along on the right.



4 Bedroom semi-detached cottage in pretty and popular hamlet. In need of modernisation throughout with potential to alter internal layout. Gardens, garage and off road parking.



Situation and Description

This 4 bedroom terraced cottage is located in the tiny hamlet The Shoe on the A420 close to the highly sought after villages of North and Upper Wraxall. The village of Marshfield which is only a short distance away offers comprehensive village amenities including a Post Office/Store, butchers, general stores, doctor's surgery, Church, public houses and a primary school.

It is within easy reach of the M4 motorway junctions 17 and 18 and Chippenham railway station. The Georgian City of Bath is approximately 8 miles away.

The cottage which has double glazing and oil fired heating is in need of modernisation throughout and could benefit from alterations to the internal layout.

There are courtyard gardens to both the front and rear of the property. To the side is a driveway with off road parking for 2/3 vehicles leading to a garage. Further to this is a raised garden area to the front.

Accommodation

Ground Floor

Entrance Hall

Kitchen/Dining Room 21'11"(max) x16'2"(max) (6.69x4.92) L-shaped with floor units and storage cupboards.

Sitting Room 11'2"x11' (3.41x3.35) with open fire and storage cupboards.

Hallway with staircase off.

Utility Room 8'10"x4'6" (2.68x1.38)

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

Lean-to Store with door to outside.

First Floor

Landing

Bedroom 1 16'2"(max) x11'8"(max) with built-in wardrobes.

Bedroom 2 16'1"(max) x11'8"(max) (4.91x4.52) L-shaped.

Bedroom 3 10'11"x10'1" (3.32x3.08)

Bedroom 4 8'2"x8'1" (2.49x2.47) with storage cupboard.

Directions

From Chippenham proceed on the A420 Bristol Road towards Marshfield until The Shoe is reached. The cottage is on the left.

23 Mannington Court, Drew Street

Swindon, Wiltshire, SN2 2JA

***Guide Price £90,000+ Plus Fees**

11

2 Bedroom first floor flat in need of modernisation. Ideal investment opportunity with potential income of £7,500 per annum. Garden area to the rear.



Situation and Description

This 2 bedroom first floor flat is located close to the town centre near 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 gas central heating is in need of modernisation. Externally there is a garden area to the rear of the property.

The property would be ideal for investment with a potential income in good order of about £625 per calendar month which equates to **about £7,500 per annum**.

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

Accommodation

Ground Floor

Entrance Hall with staircase off.

First Floor

Kitchen 11'4"x9'11" (3.46x3.03) with floor units and wall cupboards.

Living Room 14'4"x10'8" (4.36x3.26)

Inner Hall with storage cupboard.

Bedroom 1 12'4"x8'9" (3.75x2.66) with double wardrobe.

Bedroom 2 8'2"x6'7" (2.49x2.00)

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

Tenure

The flat is leasehold with 96 years remaining of the 125 year term. Further details will be available in the legal pack.

Directions

From Commercial Road turn left onto Regents Circus and continue onto Princess Street. At the traffic lights turn right onto Fleming Way and continue over the first roundabout. At the Magic Roundabout proceed onto County Road and at the roundabout take the second exit onto Ocotal Way. At the the mini-roundabout take the second exit onto Colbourne Street and then the first left into Amber Court. Take the left turn and the property is on the right.

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



Situation and Description

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

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

To the front is a small courtyard and at the rear is a garden mainly laid to lawn.

There is a pedestrian right of way across the rear of the whole terrace for all the properties.

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

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

Accommodation

Ground Floor

Entrance Porch

Sitting Room 14'5"x10'10" (4.39x3.30)

Kitchen 14'6"x7' (4.42x2.12) with floor units and wall cupboards.

Rear Lobby with staircase off and door to outside.

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

First Floor

Landing

Bedroom 1 14'5"x11' (4.39x3.35)

Bedroom 2 11'9"x7' (3.59x2.12)

Directions

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

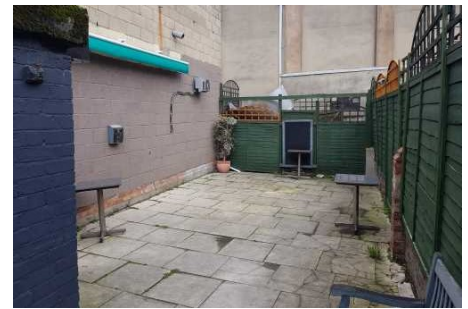
4 Victoria Road

Swindon, Wiltshire, SN1 3AJ

***Guide Price £75,000+ Plus Fees**

13

Commercial property just off the town centre and in a prominent position. Accommodation over 2 floors about 774ft² (71.93m²). Rear courtyard.



Situation and Description

This 2 storey premises is located just a short walk from the main shopping centre of Swindon. It is in a prominent location at the bottom of Victoria Road towards Commercial Road. The immediate area has undergone some re-development with a cinema complex and a wide variety of restaurants, cafés and bars.

Swindon is an expanding town with an extensive range of shopping, leisure and entertainment facilities along with a mainline station in the town centre as well as enjoying easy access to the M4 motorway, A419 and surrounding areas.

This premises and the adjoining property (which is under different ownership) has been recently used as a nightclub. The buildings are interlinked and at present the only access to the first floor is through the adjoining property.

Accommodation

Ground Floor

Comprising entrance reception with booth leading to seating area with an **overall internal floor area of about 382ft² (35.5m²)**.

First Floor

Comprising large room with an **overall internal floor area of about 392ft² (36.4m²)**

To the rear there is an enclosed paved courtyard area.

Directions

As you proceed down Victoria Road, the property is at the bottom on the right.

Joint Auctioneers

Loveday
Swindon
01793 423 344

3 Bedroom semi-detached house of 'Reema' non-standard construction in a popular village. In need of modernisation with a potential rental income of about £8,700pa. Garden and parking.



Situation and Description

This 3 bedroom house is situated off a minor village road in the heart of the village. Potterne has local stores, primary school, Church and public house. The market town of Devizes is about 2 miles away and provides a wider range of leisure, shopping and employment opportunities.

The semi-detached house which is of non-standard 'PRC Reema construction' has some double glazing. The property is in need of modernisation throughout and a loft extension has been added which does not conform to building regulations.

There is an enclosed garden to the rear with block built kennels and outbuildings. To the front is a small garden with a driveway leading to a garage.

The house would make an ideal investment property with a potential rental income of about £725 per calendar month which equates to **about £8,700 per annum.**

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

Accommodation

Ground Floor

Entrance Hall with staircase off.

Sitting Room 21'10"x13'11" (6.68x4.25)

Kitchen 11'3"x9'4" (3.42x1.93) with floor units and wall cupboards.

First Floor

Landing

Bedroom 1 13'7"(max)x12'11"(max) (4.14x3.92)

Bedroom 2 12'x8'9" (3.65x2.68)

Bedroom 3 9'1"x7'11" (2.76x2.40)

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

Directions

From Devizes direction proceed to the village of Potterne. At the roundabout turn left into Silver Street and continue to the far end. Bear around to the right into Ryeleaze and follow the road. The property is along on the right.

The Old Manor House, Chandlers Lane

Bishop's Cannings, Devizes, Wiltshire, SN10 2JZ

***Guide Price £215,000+ Plus Fees**

15

Fire damaged detached cottage with consent for renovation to return to its former glory. Separate coach house and large plot extending to about 1 acre.



Situation and Description

This fire damaged cottage is situated in the heart of the sought after village of Bishop's Cannings. The village has a thriving community with excellent primary school, public house, Church and village hall. The nearby town of Devizes is only about 3 miles away and has a wide range of schooling, shopping and leisure facilities. The larger centres of Bath, Salisbury, Swindon, Chippenham and Marlborough are all within about 30 miles.

The Grade II listed cottage has suffered extensive fire damage and is now in need of complete renovation and in the main, re-building. Detailed planning consent for the reconstruction of the cottage was granted by Wiltshire Council under Application No 18/03095/FUL on 22nd May 2018.

The approved plans provide for a cottage with an overall **internal floor area of about 2,730ft² (253.7m²)** and comprising on the ground floor an Entrance Hall, Living Room, Office, Kitchen, Dining Room, Utility Room and Shower Room. On the first floor is a Master Bedroom with Ensuite and 2 further Bedrooms, Bathroom and WC.

The cottage sits centrally in the plot with extensive gardens to the side and rear, mainly laid to lawn and bordering a stream to the south. There is a private driveway which leads to the cottage as well as a red brick coach house. The coach house which has an overall **internal floor area of about 992ft² (92.2m²)** provides garaging and storerooms and could potentially be converted into residential (subject to planning).

Due to the size of the plot there may be potential for further development in the garden (subject to planning).

The extent of the land is shown edged red for identification purposes only on the aerial photograph and extends to **about 1 acre**.

Health and Safety Notice

Due to the derelict condition of the cottage all parties viewing acknowledge they do so at their own risk. Parties viewing are recommended to wear sensible footwear and clothing.

16

Land rear of Cowbridge Crescent

Malmesbury, Wiltshire, SN16 9LY

***Guide Price £2,000+ Plus Fees**

Parcel of land rear of residential properties and measuring about 0.33 acre.

Situation and Description

This enclosed parcel of land is situated to the rear of a small residential estate only a short distance from Malmesbury. It is currently mainly trees and glades and is accessed via a pedestrian footpath from Kembles Close. To the north it backs onto farmland and at the south it adjoins numerous residential gardens. It is believed the site has an underground reservoir which is no longer in use.

The land is shown edged red for identification purposes only on the aerial photograph and extends to **about 0.33 acre**.



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

To arrange a viewing, contact:
Malmesbury Office **01666 829 292**

*Please refer to the important notice with regards to guide price and reserve prices

17

Land at Swindon Road

Malmesbury, Wiltshire, SN16 9LZ

***Guide Price £2,000+ Plus Fees**

Parcel of land adjoining the road on the outskirts of town. About 0.36 acre.

Situation and Description

This parcel of land adjoins the Malmesbury-Swindon road and is opposite a small residential development. The land is overgrown with mainly trees and some open space and there is an opening in the wall providing access (please take care as there is no pavement at this point). The land backs onto farmland to the rear which could have long term development possibilities (subject to planning).

The land is shown edged red for identification purposes only on the aerial photograph and extends to **about 0.36 acre**, it has a frontage to the road of about 391ft (119m).



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

To arrange a viewing, contact:
Malmesbury Office **01666 829 292**

*Please refer to the important notice with regards to guide price and reserve prices

Vacant 2 storey commercial premises of about 2,816ft² (261m²). Potential for conversion or re-development (subject to consents). Town centre location. Former nightclub.



Situation and Description

This freehold investment opportunity with premises licence for a nightclub is located in an established food and leisure area of Swindon and has a prominent frontage onto Fleet Street with other retailers in the immediate area.

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 property which is arranged over two floors has been used for many years as a nightclub with bar and function rooms. Externally there is a small service yard to the rear providing off road parking for one car.

There are many potential uses for the property including re-opening as a nightclub, potential restaurant or even conversion to residential subject to relevant planning permissions.

Overall the buildings have a combined internal floor area of **about 2,816ft² (261m²)**.

Accommodation (as existing)

Ground Floor

Entrance 8'4"x7'9" (2.54x2.36)

Function Room 47'3"(max) x34'6"(max) (14.40x10.51) with bar area measuring about 23'3"x6'5" (7.08x1.95)

Rear Hallway with door to outside and staircase off.

Gents W.C. 20'8"x6' (6.29x1.82)

Inner Lobby

Beer Cellar 14'1"(max) x12'(max) (4.29x3.65)

First Floor

Function Room 43'5"(max) x34'11"(max) (13.23x10.64) L-shaped with bar area.

Anteroom 22'8"x9'9"(max) 5'8"(min) (6.90x2.97>1.72)

Lounge 22'10"x9'7" (6.95x2.92)

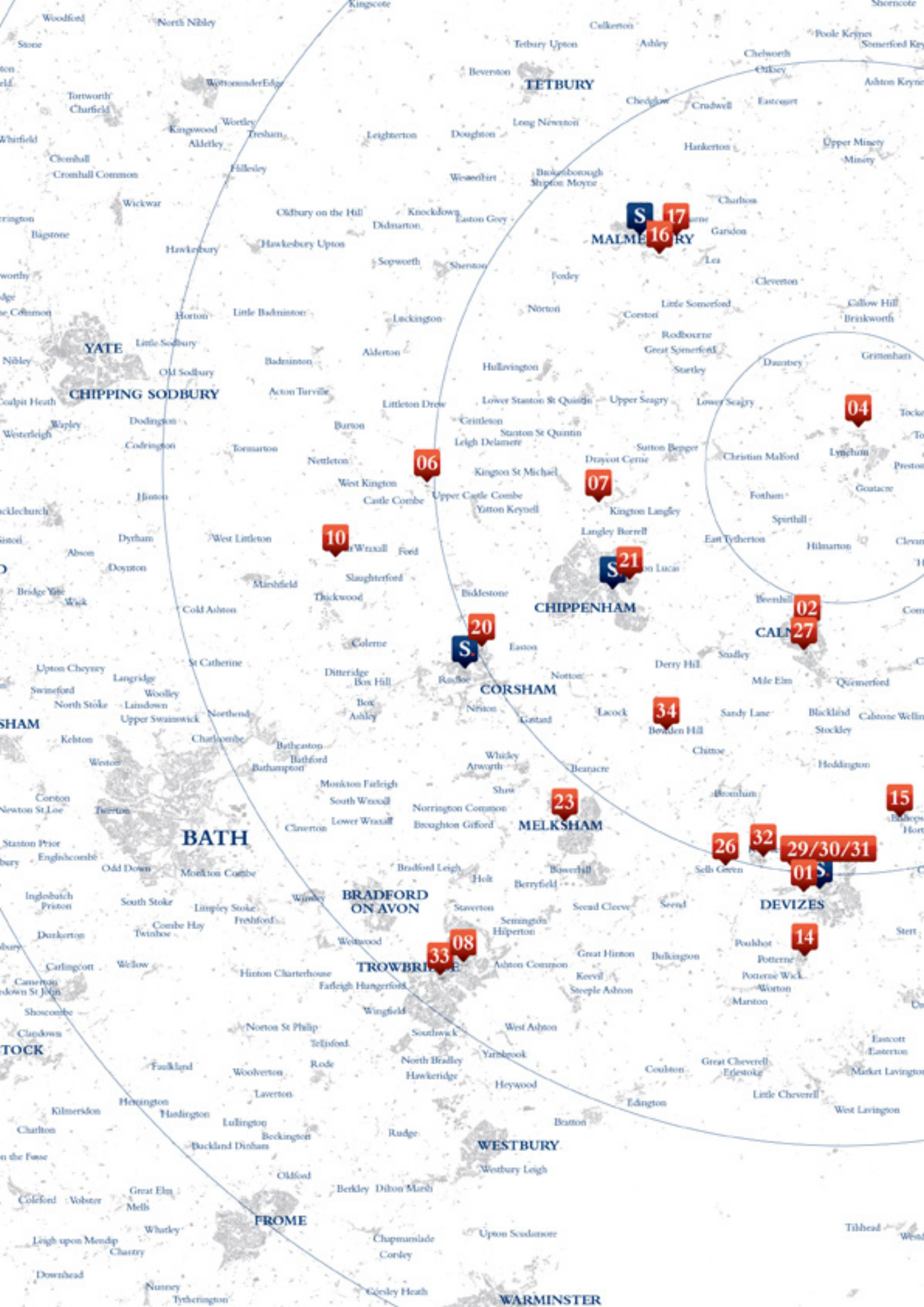
Rear Landing

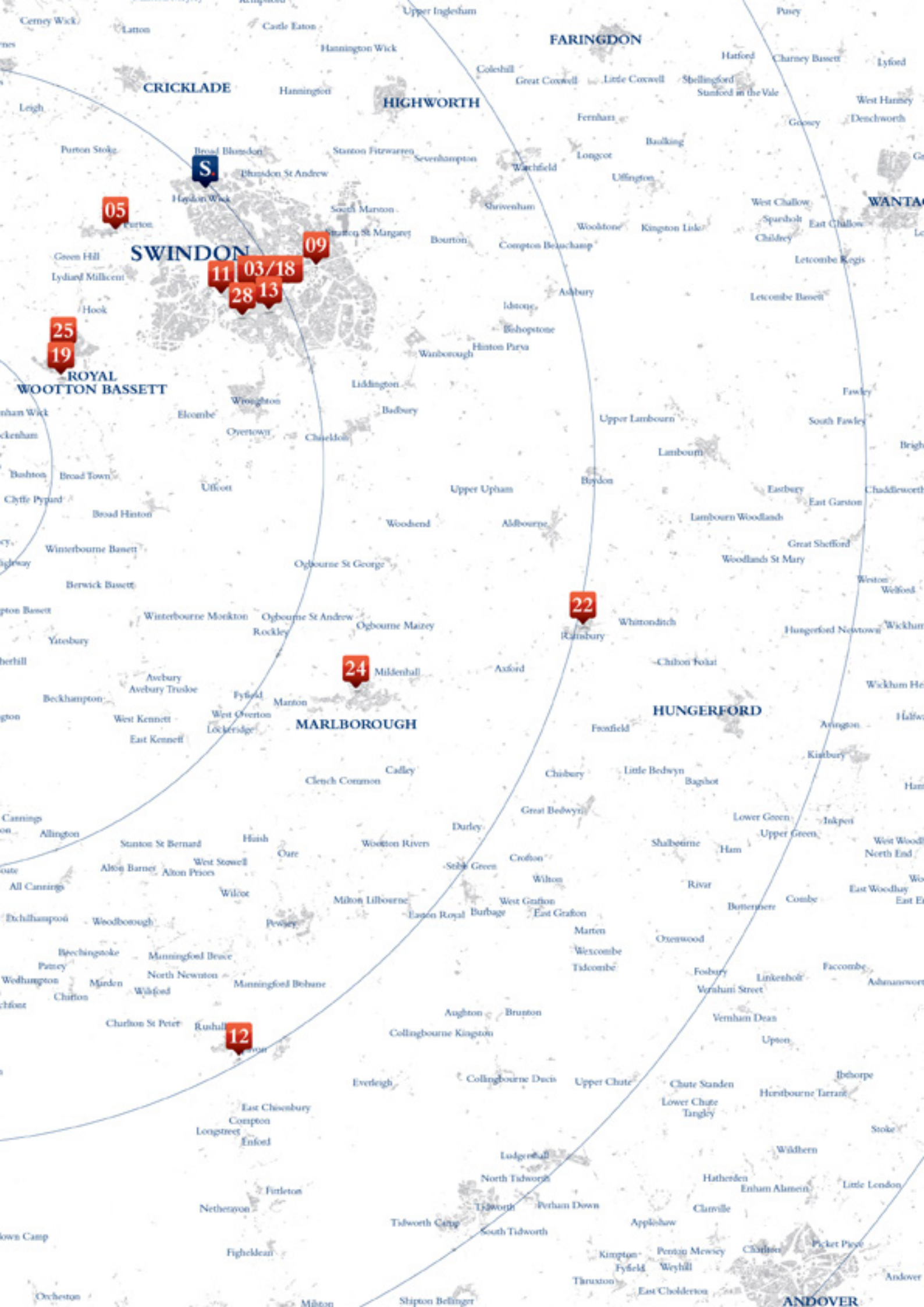
Ladies W.C.

Staff W.C.

Directions

On foot, from The Parade turn right at Topshop onto Bridge Street. Continue along Bridge Street and take the second right onto Fleet Street. The property is along on the right hand side.





1 Bedroom first floor flat towards the edge of town and in need of some modernisation. Ideal investment opportunity with potential income of £5,100 per annum.



Situation and Description

This 1 bedroom first floor flat is located towards the edge of town. Royal Wootton Bassett provides a good range of shopping, leisure facilities and schooling and is only a short distance from the M4 motorway. Nearby Swindon has an extensive range of amenities as well as a mainline railway station.

The flat which has secondary glazing and electric heating is in need of modernisation. There are open communal areas and an allocated parking space.

The property would be ideal for investment with a potential income in good order of about £425 per calendar month which equates to **about £5,100 per annum.**

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

Accommodation

First Floor

Entrance Hall with storage cupboard.

Kitchen/ Living Room 15'7"x11'6"(max) (4.75x3.50) with floor units and wall cupboards.

Bedroom 8'3"(max) x7'6" (2.51x2.27) with double wardrobe.

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

Tenure

The flat is leasehold with 969 years remaining of the 999 year term. Further details will be available in the legal pack

Directions

From the High Street turn left into Station Road and proceed to the mini roundabout. Take the second exit continuing along Station Road. Continue over the railway bridge onto Marlborough Road and take the first left into Glenville Close. Follow the road to the left and then take the left turn. The property is at the head of the close.

Garages at Orchard Road

Corsham, Wiltshire, SN13 0DJ

***Guide Price £165,000+ Plus Fees**

20

43 Garages close to town centre. About 0.55 acre.

Situation and Description

43 Garages in a residential area and within walking distance of the town centre. The garages are split into 4 long ranks with a large forecourt area which extends to **about 0.55 acre**. The garages are accessed via a driveway at the end of Orchard Close.

The garages could in good order provide a potential rental income of about £12 per week each which equates to an **overall income of about £26,832 per annum**.



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

To arrange a viewing, contact:
Auction Office **01249 765 200**

Legal documents available online at:
strakers.co.uk

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3 Bedroom semi-detached house with consent to the side for 2 bedroom house. In popular residential area and views to the front. Rear garden and off road parking.



Situation and Description

This 3 bedroom semi-detached house and building plot are in a popular well established residential area of similar properties, close to mainline railway station and Olympiad leisure centre. Chippenham provides a wide range of schooling, shopping facilities and employment opportunities. Access to the M4 Motorway is nearby providing links to Swindon and Bristol.

The house which has double glazing and gas central heating is now in need of minor updating and could provide a comfortable family home or possible investment.

To the front and rear are gardens laid to lawn and parking. The whole site is shown coloured pink for identification purposes only on plan.

Planning consent was granted in 2008 for the erection of attached 2 bedroom dwelling & associated parking under application number 08/01345/FUL. The approved plans provide for a house comprising on the Ground Floor; Entrance Hall, Lounge, Kitchen and Cloakroom and on the First Floor; 2 Bedrooms and Bathroom with an overall **internal floor area of about 905ft² (84.15m²)**.

The foundations for this build are already in situ and we believe the planning is activated. Copies of the decision notice and approved plans are available from the Auctioneers.

It is believed that main 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.

Accommodation (Existing)

Ground Floor

Entrance Hall with staircase off and cupboard under.

Sitting Room 14'6"x13'10" (max) (4.42x4.22) with fireplace.

Kitchen/Dining Room 20'3"x8'10" (6.17x2.69) with fitted floor units and wall cupboards.

Utility Room 6'10"x6' (2.08x1.82) with door to outside.

First Floor

Landing

Bedroom 1 11'11"x11'11" (3.63x3.63) with views to the front.

Bedroom 2 11'10" (max)x8'11" (3.61x2.72) with built in cupboard.

Bedroom 3 8'x7'6" (2.44x2.29) with built in cupboard.

Bathroom with bath with shower over, wash hand basin, built-in cupboard and W.C.

Spacious 3 bedroom detached house in a sought after village. In need of modernisation with ample parking, garage and gardens. Potential for extension (subject to planning).



Situation and Description

This 3 bedroom detached house is situated in a residential area comprising of both older cottages and modern houses. Ramsbury is a popular village in the Kennet valley, between Marlborough and Hungerford. Amenities in the village include local stores, primary school, doctor's surgery, public houses, and sports facilities.

The village lies in an Area of Outstanding Natural Beauty noted for its good walking and riding. There are good road connections to the neighbouring towns of Marlborough, Hungerford, Swindon and Newbury; and via the M4 (J14/15) London and the West Country. Mainline rail services are available in Swindon and Newbury.

The house is set slightly back from the road with a driveway leading to a *Garage* 19'1"x9'3" (5.81x2.83), there is also a

raised front garden. To the rear of the house is an enclosed garden mainly laid to lawn.

The house which provides spacious accommodation requires modernisation, it offers potential for extension (subject to planning). A feature of the property is the roof terrace over the garage which provides a relatively private sun-trap with views over the valley to the rear.

Accommodation

Ground Floor

Entrance Hall with staircase off.
Kitchen 11'10"x10' (3.61x3.04) with floor units and wall cupboards.
Rear Lobby with door to outside.
Cloakroom with W.C.
Breakfast Room 10'8"x9'1" (3.26x2.78) with sliding doors to the rear garden.
Living Room 16'8"x12'6" (5.08x3.82)
Study 13'x8'5" (3.96x2.57) with door to outside.

First Floor

Landing with built-in cupboard.
Bedroom 1 16'9"x12'7" (5.11x3.84)
Bedroom 2 14'x9'(max) (4.27x2.75)
Bedroom 3 10'x8'2" (3.06x2.49)
Bathroom with bath, wash hand basin, bidet and W.C.

Directions

From Marlborough direction proceed through the village along the High Street, at The Bell public house bear left into Oxford Street and the property is along on the right.

St. Michaels Court, Canon Square

Melksham, Wiltshire, SN12 6LX

***Guide Price £415,000+ Plus Fees**

Residential investment opportunity comprising two attractive buildings, both converted into 5 flats each. For modernisation with potential income of about £75,000pa. About 0.34 acre.



Situation and Description

This residential investment opportunity is situated just off the town centre away from busy roads in the heart of this Wiltshire town. Melksham is an expanding town with a wide range of shops, leisure facilities, junior and senior schools and employment opportunities. There is a railway station and good road access to Bath, Trowbridge and Chippenham.

Canon Square is arguably one of the most sought after locations in Melksham with a range of older cottages and large period houses, these properties are situated off a lane which only serves a couple of houses and provides access to the cemetery. St Michaels Court is at the end of the lane and the only passing traffic is by foot into Melksham House grounds.

As you will note from the aerial photograph, the property neighbours a large cemetery and overlooks Melksham House cricket ground, ideal for those who like the sound of leather on willow!

The barn to the rear was originally a tithe barn believed to have been built in the 15th century. This was converted to a school in 1891 and the newer building was constructed at this point. Only the barn is Grade II listed but both properties fall within a conservation area.

Both buildings have been sub-divided into 5 flats each. All of The Old School House flats have their own private entrance and have night storage heating. There is a useful store attached to the building. The Barn provides one flat with its own entrance with the remaining 4 accessed via a communal entrance.

There is tarmac parking area providing ample parking and there is also a garden area. The property is enclosed mainly by high stone walling. The extent of the property is shown edged red for identification purposes only on the aerial photograph and measuring **about 0.34 acre**.

The flats which are in need of modernisation would be ideal for investment with a potential income in good condition of between about £525pcm for the studio flats to £750pcm for the 2 bedroom flat. In total this could give a potential rental income **in the region of £75,000 per annum**.

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



Accommodation

The Old School House

Flat 1 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Flat 2 comprising Entrance Hall, Bedroom/Living Room, Kitchen and Bathroom.

Flat 3 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Flat 4 comprising Entrance Hall, Sitting Room, Kitchen, 2 Bedrooms and Bathroom.

Flat 5 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

The Old Barn

Flat 6 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Flat 7 comprising Entrance Hall, Bedroom/Living Room, Kitchen and Bathroom.

Flat 8 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Flat 9 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Flat 10 comprising Entrance Hall, Sitting Room, Kitchen, Bedroom and Bathroom.

Directions

From the Market Place, proceed along the High Street turn left into Church Street and continue into Canon Square. Take the far left turning towards the Church and continue until St Michael's Court is reached at the end.



4 Bedroom detached house in a gated location off the High Street. Spacious accommodation in need of modernisation with courtyard garden and parking.



Situation and Description

The detached house is tucked away a short distance from the picturesque Marlborough High Street which holds a twice weekly market and has an excellent range of shops and boutiques. The town has a variety of schools and leisure facilities as well as offering a variety of restaurants and public houses.

There is good access to junction 15 of the M4 motorway about 7 miles to the north and the larger centre of Swindon lies just beyond. There are regular mainline rail services to London from nearby Pewsey, Great Bedwyn and Swindon.

The house is situated in Russells Square and is accessed via a gated private lane from the High Street which provides security and privacy whilst still being a stones throw from the hustle and bustle of town life.

The house which provides spacious accommodation is in need of modernisation and improvement, it is however an excellent family home.

There is a shared parking area to the front with 1 allocated parking space and a useful outbuilding. To the side and rear is a good sized courtyard garden, paved for easy maintenance. There is the possibility further parking could be created at the rear (subject to consents).

Accommodation

Ground Floor

Entrance Hall with staircase off.

Living Room 21'1"x12'1" (6.43x3.69)

Dining Room 9'11"x9'1" (3.01x2.78) with understairs cupboard.

Study 10'3"x9'3" (3.11x2.90)

Kitchen 10'4"x9'7" (3.15x2.91) with floor units and wall cupboards, dual aspect windows.

Cloakroom with W.C.

First Floor

Landing with built-in cupboard.

Bedroom 1 15'9"x9'10" (4.81x2.91)

En-suite with shower cubicle, wash hand basin and W.C.

Bedroom 2 12'8"x12'1" (3.84x3.68)

Bedroom 3 9'x8'3" (2.73x2.52) with built-in cupboard.

Bedroom 4 12'8"x6'11" (3.84x2.10) with built-in cupboard.

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

Directions

From Chippenham direction, proceed along the High Street and the entrance to Russell Square is on the left immediately before the Castle & Ball Hotel.

Extensive 5/6 bedroom house in need of enhancement with potential for various different uses (subject to planning). Town centre location with parking for several vehicles. Rear garden.



Situation and Description

This imposing Grade II Listed period house is believed to date back to the 18th Century and is situated on Royal Wootton Bassett High Street where there is a good selection of local amenities including shops and leisure facilities as well as an excellent selection of public and independent schools in the area.

There is easy access to the M4 motorway and Swindon mainline station is some 6 miles away giving direct access to London Paddington. The surrounding towns of Marlborough, Devizes and Chippenham are also within easy reach as are The Cotswolds.

The house retains period features including sash windows and panelled doors.

The property is arranged over 3 floors including an unconverted second floor

attic space which could be utilised to provide additional accommodation.

To the rear is a parking area for several vehicles. Further to this is an enclosed paved garden area.

Currently used as a private residence, it has historically been used for mixed commercial/residential use. It is our opinion that the property could be used in various different ways (subject to planning) to include flats or a mixed use residential/commercial development.

Accommodation

Ground Floor

Entrance Hall with staircase off and door to outside.

Study 13'x9'7" (3.96x2.91) with understairs cupboard, bay window and built-in shelving unit.

Sitting Room 15'6"x9'2" (4.72x2.81) with fireplace.

Family Room 15'3"x12'8" (4.65x3.85) with fireplace.

Dining Room 20'1"x12'7" (6.12x3.85) with fireplace.

Kitchen 19'6"x8'9" (5.96x2.66) with floor units and wall cupboards.

Store/Utility Room 19'6"(max) x12'11"(max) (5.96x3.93) with staircase off and door to outside.

Cloakroom with basin and W.C.

First Floor

Landing

Bedroom 1 15'6"x12'(max) (4.72x3.65)

Bedroom 2 12'2"x10'5" (3.72x3.18) with storage cupboard.

Bedroom 3 11'10"x9'2" (3.60x2.79) with storage cupboard.

Bedroom 4 14'4"x12'8"(max) (4.37x3.86) with built-in wardrobe and airing cupboard through to;

Rear Landing

Bedroom 5 10'x7'4" (3.04x2.25)

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

White House, 9 Martinslade

Seend, Melksham, Wiltshire, SN12 6RT

***Guide Price £450,000+ Plus Fees**

Detached former farmhouse with 4 bedrooms in a semi-rural position. In need of modernisation with potential to extend (stp). Lovely gardens with ample parking and garage. About 0.36 acre.



Situation and Description

This attractive 4 bedroom detached farmhouse is situated in a semi-rural position between the towns of Devizes and Melksham and only a short distance from Seend. Martinslade is a small hamlet adjoining the Kennet & Avon canal with mainly older period properties.

Seend has a local Post Office/store, primary school, village hall, Church, community centre and other amenities including public houses are in the vicinity. There are railway stations at Trowbridge and Melksham.

Nearby Devizes is a historic market town with a wide range of shopping and entertainment facilities, a leisure centre and primary and secondary schools. There is a thriving weekly market and the Kennet & Avon canal runs through the town providing pleasant walks and fishing.

The farmhouse which sits in a prominent position is accessed via a shared driveway with the cottage behind and has been in the same family for about 50 years. It has spacious and flexible accommodation and is in need of modernisation.

There are many attractive period features throughout the property to include fabulous doors, an Inglenook fireplace and a picture window in what was once an artists studio but now is a perfect family/play room.

There is also useful attic space which could become further bedrooms or office space and there is potential to extend to the side and/or rear (subject to planning). Externally there is parking for 3 cars in front of a *Double Garage* 16'9"x16'7" (5.09x5.05), with a lovely wrap around garden to the front, side and rear.

The garden is mainly laid to lawn with an abundance of mature shrubs and trees as well as flower beds. There are useful outside stores and a stand alone sun room in the garden.

Accommodation

Ground Floor

Entrance Hall with staircase off and cupboard under.

Sitting Room 15'1"x14'11" (4.60x4.55) with open fire.

Dining Room 15'1"x15'0" (4.59x4.58) with feature Inglenook fireplace.

Kitchen 14'x10'3" (4.27x3.12) with floor units and built-in cupboards.

Utility Room/Rear Passage with Belfast sink and door to garden.

Cloakroom with wash hand basin and W.C.

Pantry 6'10"x6'1" (2.07x1.86) with shelving and storage cupboard.

Family Room 19'6"x15'4" (5.93x4.66) with feature window.



First Floor

Landing with staircase off and door to attic stairs.

Bedroom 1 15'7"x15'5" (4.74x4.69) with shower cubicle, built-in cupboards and fireplace.

Bedroom 2 15'6"x13'10" (4.71x4.21) with alcove cupboards.

Bedroom 3 14'6"x10'6" (4.44x3.21) with wash hand basin.

Bedroom 4 12'5"x10'6" (3.80x3.21) with alcove cupboards.

Bathroom with walk in shower, wash hand basin and W.C.

Second Floor

Landing

Attic Room 1 14'11"x9'9" (4.55x2.98) with restricted headroom.

Attic Room 2 14'3"x9'9" (4.36x2.98) with restricted headroom.

Directions

From Melksham direction proceed towards Devizes on the A365 and pass through Sells Green. Continue over the canal bridge into Martinslade, the property is a short distance on the left.



Town centre investment opportunity comprising lock-up office unit on the ground floor about 571ft² (53m²). Producing £8,000+vat per annum. Parking space.



Situation and Description

This ground floor lock-up office is located in a mixed residential and commercial area only a short distance from the town centre. There are many small independent retailers in the immediate vicinity and close by are national outlets including Lloyds Bank, Co-op, Sainsbury's, Costa Coffee and M&Co. Calne is an expanding town with a good range of shopping and leisure facilities. Nearby Chippenham provides a railway station and access to the M4.

The office has a pleasant outlook over a landscaped public space adjoining the River Marden. It has a wide **frontage to Church Street of about 31ft (9.44m)** and has electric heating. To the rear is an allocated parking space.

Accommodation

The office has an **internal floor area of about 571ft² (53m²)** and comprises of office space, kitchen, cloakroom and rear lobby.

The whole property has been let to Atwell Martin Estate Agents for over 20 years, the current lease is for 10 years commencing 20th August 2015 with a potential break clause date of 20th August 2020 and an **initial rent of £8,000+vat per annum**.

Tenure

The office is leasehold with a 999 year lease commencing 13th October 1995. The buyer(s) will become shareholders in the The Church Street Management Company. Further details will be available in the legal pack.

Directions

From Chippenham direction, proceed through Calne. At the traffic lights by the library turn left into Church Street and the property is on the right.

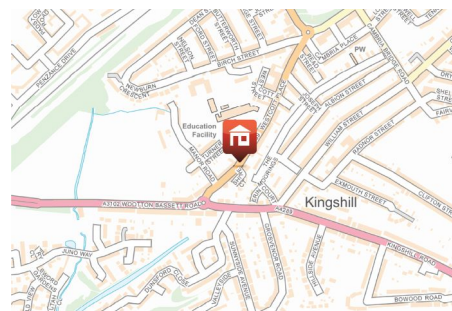
Note

Under Section 21 of the Estate Agents Act 1979 we hereby give notice that one of the current vendors of this property is a consultant to Strakers.

VAT

It is understood that there is VAT payable on the purchase price. Further information of this will be available in the legal pack.

2 Bedroom end-terrace house in a convenient location close to the town centre. In need of modernisation and updating throughout. Potential rental value about £7,800 per annum.



Situation and Description

This 2 bedroom house is located in a street of similar properties only a short distance from the town centre and 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 property is in need of complete modernisation and updating throughout. To the rear is a small courtyard garden which is overgrown and a garden area to the side laid to gravel.

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

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

Accommodation

Ground Floor

Entrance Hall with staircase off.
Living Room 12'6"x11'6" (3.81x3.50) with fireplace.
Rear Lobby
Kitchen 9'5"x6'10" (2.87x2.08) with floor units and wall cupboards.
Cloakroom with wash hand basin and W.C.

First Floor

Landing

Bedroom 1 12'6"x11'6" (3.81x3.50) with vanity wash hand basin.
Bedroom 2 9'5"x6'11" (2.87x2.10)
Shower Room with shower cubicle.

Directions

From the town centre proceed on Faringdon Road and at the roundabout take the first exit onto Westcott Place. Continue along the road and the property is on the right.

Land & Buildings at Dunkirk Hill

Devizes, Wiltshire, SN10 2BD

***Guide Price From £20,000+ Plus Fees**

Parcels of land and outbuildings in a rural position. Ideal for storage with potential for various other uses (stp). For sale in 3 Lots. About 1.77 acres in total.



Situation and Description

These parcels of pasture land and outbuildings are located at the end of a track on the outskirts of the market town of Devizes. The town has a wide range of shopping and entertainment facilities, a leisure centre and primary and secondary schools. There is a thriving weekly market and the Kennet & Avon canal runs through the town providing pleasant walks and fishing.

The current owners have owned and used the land for about 18 years but no longer live in the area. Each plot has a right of way over a track from the A342 Dunkirk Hill with Plots 6a, 6b & 6c having access at both the north and south boundaries.

LOT 29 - Plot 4 at Dunkirk Hill, Devizes

Guide Price £50,000+ Plus Fees

The land which is shown as plot 4 and highlighted purple for identification purposes only on the original plan is a L-shaped parcel of land which slopes up away from the track.

It has a range of outbuildings to include a couple of sheds and a wooden cabin/stables which has **an external floor area of about 722ft² (67.13m²)**. The auctioneers have not been able to inspect the cabin internally. There is an underground gas tank supplying the cabin.

The rest of the land is grassed and Plot 4 extends in total to **about 0.32 acre**.

Viewing Note

Viewings are asked to take care when inspecting Plot 4 as there is a water filled pond to the rear of the cabin and a well on the land. The well is covered and will be marked to make it obvious to viewers.

LOT 30 - Plot 5a & 5b at Dunkirk Hill, Devizes

Guide Price £20,000+ Plus Fees

The land which is shown as plot 5a & 5b and highlighted green for identification purposes only on the original plan is a fairly rectangular parcel of land which slopes up away from the track.

The land which adjoins a residential garden is currently overgrown and extends in total to **about 0.71 acre**.



LOT 31 - Plots 6a, 6b & 6c at Dunkirk Hill, Devizes
Guide Price £30,000+ Plus Fees

The land which is shown as plots 6a, 6b & 6c and highlighted orange for identification purposes only on the original plan is a fairly rectangular parcel of land which slopes down away from the track.

The land is currently overgrown and extends in total to **about 0.74 acre**.

Viewing Note

Please take care when viewing as the land is overgrown in places. Please also respect the right of way over the track as it is owned by a third party and is used by other parcels of land.

Boundaries

The land is only partially fenced on site and it will be the responsibility of the buyers to determine their exact boundaries on the ground. Copies of the original sales particulars with the plot dimensions are available from the Auctioneers.

Directions

From Chippenham direction proceed up Dunkirk Hill into Devizes, at the left hand bend turn right onto the track. Proceed to the end of the track past the bungalow and a further two buildings and Plot 4 is on the left.



Plot 4 - Sheds



Plot 6

2 Bedroom end-terrace cottage in need of modernisation with generous garden. Set down a quiet lane close to the centre of a popular village.



Situation and Description

This 2 bedroom end-terrace house is located on a quiet lane close to the centre of Rowde but only a short distance from open countryside. The village has an excellent primary school, village shop, Church and two popular public houses. Nearby Devizes provides a wide range of shopping, entertainment and leisure facilities and is surrounded by beautiful countryside with the Kennet and Avon canal meandering through.

The cottage which has double glazing is now in need of some improvement and modernisation throughout.

The property has a large detached cottage garden with a selection of mature trees and shrubs. The property and its garden are shown edged red for identification purposes only on aerial photograph.

Accommodation

Ground Floor

Entrance Porch

Sitting Room 13'1"(max) x12'4"(max) (4.00x3.75) with fireplace.

Dining Room 13'2"x7'5" (4.02x2.26) open to;

Kitchen 9'2"(max) x7'(max) (2.79x2.14)

Rear Lobby

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

First Floor

Landing

Bedroom 1 13'1"x9'4" (4.00x2.84)

Bedroom 2 13'1"x7'5" (4.00x2.26)

Directions

From Devizes proceed towards Chippenham on the A342 and immediately after Rowde Primary School turn left into Paradise Lane. The cottage is on the right.

10 Wicker Hill

Trowbridge, Wiltshire, BA14 8JU

***Guide Price £90,000+ Plus Fees**

33

Development opportunity comprising town centre ground floor office for conversion to 2x1 bedroom apartments each with courtyard gardens. Internal floor areas about 75m² and 58m².



Situation and Description

This ground floor office space is situated just off the town centre in the heart of Trowbridge within walking distance to shops, restaurants and leisure amenities. Trowbridge is a large and expanding town and the town centre has undergone much re-development in recent times with more improvements still to come. There are good road links to nearby towns to include Bath and the property is only a short walk from a railway station.

This freehold development opportunity comprises the extensive ground floor of an attractive building. The upper floors have already been converted to apartments and have been sold off on long leases. The existing accommodation comprising mainly of a network of interlocking offices plus a kitchen and cloakrooms.

Prior approval subject to conditions for the change of use of the existing ground floor offices to residential was granted by Wiltshire Council on the 12th February 2019 under Application No 18/11943/PNCOU.

The approved plans are for 2 x 1 bedroom apartments with a shared Lobby and Bicycle Store and both apartments will have their own courtyard garden.

Apartment A comprises of large Hallway, Store Cupboard, Living Room, Kitchen, Bedroom and Bathroom. It has an internal floor area of **about 807ft² (75m²)**.

Apartment B comprises of an open plan Living Room/Kitchen, Bedroom and Shower Room. It has an internal floor area of **about 624ft² (58m²)**.

Copies of the prior approval letter and approved plans are available from the Auctioneers office.

Tenure

Further details on the freehold and long leases above will be available in the legal pack.

Directions

As you proceed down Fore Street and into Wicker Hill, the property is on the right at the junction with Hill Street.

2/3 Bedroom detached cottage in a stunning location with views. In need of complete renovation or possible replacement dwelling (subject to planning). About 0.22 acre.



Situation and Description

This 2/3 bedroom detached cottage is situated in a sought after location part way up Bowden Hill. It is in a semi-rural position siding onto common land, the nearby properties comprise mainly of older style cottages and houses. The popular Rising Sun Inn is about 100m away and St Annes Church is only a little further up the hill.

The beautiful National Trust village of Lacock is about 2 miles down the road with a good selection of local amenities including store/post office, junior school, numerous public houses and tea rooms. The surrounding area provides some stunning scenery and walks with the River Avon nearby.

The towns of Chippenham and Melksham are within a short drive with the former having a mainline railway station and access to the M4 motorway.

The red brick cottage is set back from the road and it is believed to have been in the family for close to 200 years. It is in need of renovation throughout but offers tremendous scope to create a wonderful family home. There is ample space for extension or possibly demolition and replacement with a new dwelling (both subject to planning).

There is a good sized garden to three sides with a vehicular access from the road over the common. The boundary comprises mainly of hedgerows and trees and these could be cut back to improve the views. The property extends in total to **about 0.22 acre**.

Directions

From Lacock direction proceed up Bowden Hill and the cottage is on the right just past the right hand bend.

Accommodation

Ground Floor

Entrance Hall

Sitting Room 12'9"x12' (3.88x3.65)

Kitchen 12'6"x11'8" (3.81x3.55) with Belfast sink and pantry cupboard.

Scullery

Bathroom 8'11"x6'11" (2.71x2.10) with bath, wash hand basin and W.C.

First Floor

Landing

Bedroom 1 12'6"x11'9" (3.81x3.58)

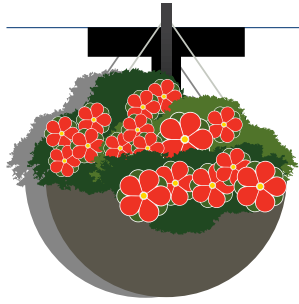
Bedroom 2 12'10"x9'5" (3.91x2.87)

Bedroom 3/Study 9'1"(max) x7'11"(max) (2.76x2.41) U-shaped room.



Notes

May 2019





WILTSHIRE'S LEADING PROPERTY NETWORK



In branch | Online | On the move

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Corsham, Wiltshire SN13 0HB

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MALMESBURY

01666 829 292

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53 High Street
Malmesbury, Wiltshire SN16 9AG

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 indebtness (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

May 2019

Lot Number

Auction Date

Property Address

Agreement Date

Completion Date

Sale Price

Deposit

Balance

Seller's Name(s)

Seller's Address

Buyer's Name(s)

Buyer's Address

Buyer's Phone Number

Buyer's Solicitors Firm

Buyer's Solicitors Contact Name

Buyer's Solicitors Address

Buyer's Solicitors Phone Number

Buyer's Administration Fee (Office use only) ☒

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)

Signed by the Buyer (or, on behalf of the buyer)

ID Checklist
(Office use only)

Photographic



Address



Negotiator



14019900163
Printed on Carbon Captured paper

ENTRIES NOW BEING INVITED

Is your property suitable?
We are particularly interested
in these types of properties:

- ☒ Houses and bungalows for modernisation
- ☒ Probate sales
- ☒ Commercial and residential investments
- ☒ Building plots
- ☒ Paddocks and agricultural land

