

LAND AND PROPERTY AUCTIONS

STRAKERS

June 2019

Thursday 20 June 7pm
NSBRC Swindon

The National Self Build & Renovation Centre



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

01249 765 200
auctions@strakers.co.uk

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Welcome

June 2019



Welcome to Strakers June Land & Property Auction.

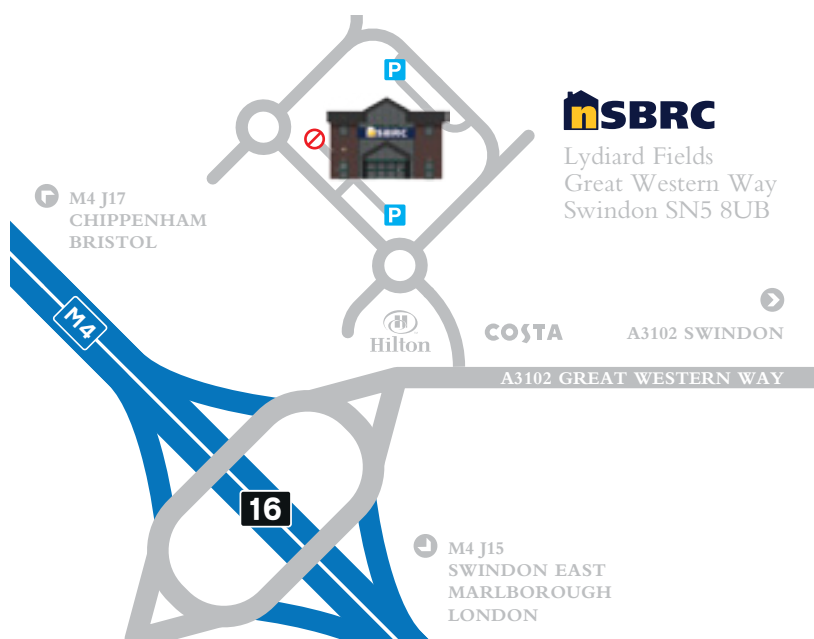
As I write this the sun is out and the weather has improved, which also seems to be the case with the auction market, some of the lots in the last sale made astonishing figures.

Moving away from auctions, myself and fellow director Mark Hulse have signed ourselves up for a charity trek in the mountains of Transylvania raising money for NSPCC. If you are feeling generous and would like to sponsor me, please drop me an email and I will send you a link to my page. Any donation would be gratefully received.

Otherwise, enjoy the sun, have a look at some of the Lots and I hope to see you on the 20th.

Charlie Doel MNAVA
Director and Auctioneer

Getting to the venue



Meet the team



Charlie Doel MNAVA
Director and Auctioneer

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 [@strakersworld](https://twitter.com/strakersworld)

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Order of Sale

Thursday 20 June 2019 7pm, NSBRC Swindon

01	28 Brynards Hill Royal Wootton Bassett SN4 7ER	£160,000+	10	Paddock at Norrington Lane Broughton Gifford, Melksham SN12 8LT	£30,000+
02	72 Whitegates Castle Combe, Chippenham SN14 7JW	£130,000+	11	19 Sambourne Road Warminster BA12 8LB	£85,000+
03	Waverley Devizes Road, Box, Corsham SN13 8EF	£295,000+	12	33 Berenger Close Swindon SN3 1PB	£110,000+
04	5 Barrow Green Chippenham SN15 1BD	£120,000+	13	18-20 Bridge End Road Swindon SN3 4PD	£300,000+
05	12 Avon Square Upavon, Pewsey SN9 6AD	£100,000+	14	Mill Cottage, Ferry Lane Claverton, Bath BA2 7BH	£220,000+
06	317 Cheney Manor Road Swindon SN2 2PE	£125,000+	15	50A Long Street Devizes SN10 1NP	£45,000+
07	Laurel Cottage, 3 Jockey Lane Bromham, Chippenham SN15 2EZ	£175,000+	16	Building Plot at High Street Dilton Marsh, Westbury BA13 4DZ	£70,000+
08	17 Harford Street Trowbridge BA14 7HH	£100,000+	17	2 Paradise Lane Rowde, Devizes SN10 2NN	£120,000+
09	207 Norrington Lane Broughton Gifford, Melksham SN12 8LT	£295,000+	18	The White Cottage, Plough Lane Kington Langley SN15 5PW	£225,000+



Results

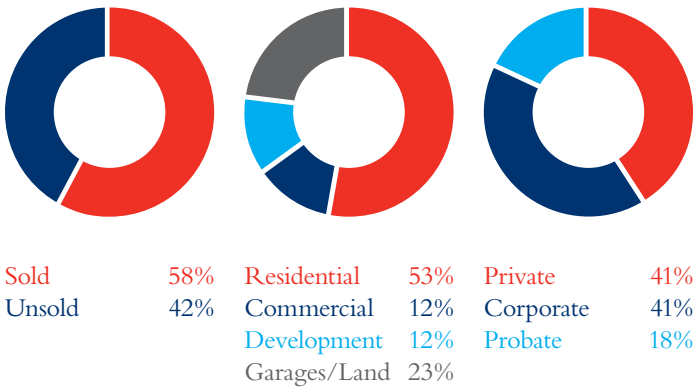
May 2019

Total sales **£2,371,000**

It was a tough night at our May auction, however there were many positives to be taken. Some results never fail to amaze me and regardless of whatever market we are in, if buyers really want a Lot, then fantastic prices can be achieved. This was apparent on St Michaels Court, Melksham where two buyers had obviously set their hearts on the property and battled it out from £400,000 through to the final knock down figure of £670,000. A similar result occurred with the Chapel at Castle Combe with the successful bidder starting the bidding of at below the guide of £90,000 and then proceeded to fight off all competition up to the eventual sale price of £176,000.

As per usual the small parcels of land and garages generally did well and I must admit I do enjoy selling all the little unusual Lots.

Charlie Doel MNAVA Director and Auctioneer



Lot 23

For live results, follow:
 @strakersworld

I couldn't have asked for a better service and I will have no hesitation in recommending the Strakers Auction team in the future. **Mrs.G Swindon**

01	4 Station Road Devizes SN10 1BZ	£95,000+ Available	18	37-38 Fleet Street Swindon SN1 1RE	£275,000+ Available
02	14 Bishop Road Calne SN11 9AF	£130,000+ £130,000	19	42 Glenville Close Royal Wootton Bassett SN4 7EU	£80,000+ £82,000
03	51 Fleet Street Swindon SN1 1RE	£80,000+ £150,000	20	Garages at Orchard Road Corsham SN13 0DJ	£130,000+ Available
04	Garages at Pound Close Lyneham, Chippenham SN15 4PJ	£15,000+ £15,000	21	22 Lady Coventry Road Chippenham SN15 3NG	£200,000+ £235,000
05	Garages at Reids Piece Purton, Swindon SN5 4AZ	£50,000+ £59,000	22	36 Oxford Street Ramsbury SN8 2PS	£365,000+ Under Offer
06	Former Congregational Church Upper Castle Combe SN14 7HD	£95,000+ £176,000	23	St. Michaels Court Canon Square, Melksham SN12 6LX	£415,000+ £670,000
07	The White Cottage, Plough Lane Kington Langley SN15 5PW	£270,000+ Postponed	24	3 Russell Square High Street, Marlborough SN8 1ND	£325,000+ Available
08	20 Harford Street Trowbridge BA14 7HH	£110,000+ Available	25	118 High Street Royal Wootton Bassett SN4 7AU	£295,000+ Available
09	18-20 Bridge End Road Swindon SN3 4PD	£300,000+ Postponed	26	White House, 9 Martinslade Seend, Melksham SN12 6RT	£450,000+ Postponed
10	Juniper Cottage The Shoe, North Wraxall SN14 8SE	£180,000+ Under Offer	27	6 Bank Row Church Street, Calne SN11 0SG	£70,000+ Sold After
11	23 Mannington Court Drew Street, Swindon SN2 2JA	£90,000+ £92,500	28	124 Westcott Place Swindon SN1 5HR	£95,000+ Available
12	3 Avon Square Upavon, Pewsey SN9 6AD	£95,000+ £128,000	29	Plot 4 at Dunkirk Hill Devizes SN10 2BD	£50,000+ Available
13	4 Victoria Road Swindon SN1 3AJ	£75,000+ Sold Prior	30	Plot 5a & 5b at Dunkirk Hill Devizes SN10 2BD	£20,000+ Available
14	49 Ryelease Potterne, Devizes SN10 5NJ	£82,500+ Sold After	31	Plot 6a, 6b & 6c at Dunkirk Hill Devizes SN10 2BD	£30,000+ Available
15	The Old Manor House, Chandlers Lane Bishop's Cannings SN10 2JZ	£215,000+ £237,000	32	2 Paradise Lane Devizes SN10 2NN	£165,000+ Postponed
16	Land rear of Cowbridge Crescent Malmesbury SN16 9LY	£2,000+ £4,500	33	10 Wicker Hill Trowbridge BA14 8JU	£90,000+ £130,000
17	Land at Swindon Road Malmesbury SN16 9LZ	£2,000+ £9,000	34	Redcot, 22 Bowden Hill Lacock, Chippenham SN15 2PP	£275,000+ Sold Prior

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.

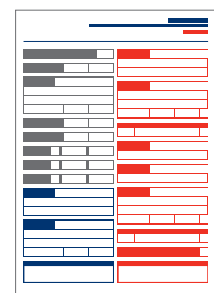
Proof of identification

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.**

LANDLORDS YOU'RE IN GOOD HANDS



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...

LAND AND NEW HOMES

An iconic six bedroom luxury contemporary home with a self-contained annex set in about two acres in a completely rural location. Ready to view now!



Easterton Near Devizes
Guide Price **£1,950,000**

For more information, please contact:
Devizes 01380 723 451
devizes@strakers.co.uk

Only two remaining! A stunning new development by Princeton Homes in an exclusive leafy setting of just five fabulous properties, located within this prized Wiltshire Village.



Urchfont Near Devizes
From **£835,000**

For more information, please contact:
Devizes 01380 723 451
devizes@strakers.co.uk

An exclusive development of nine stunning homes finished to a very high specification which is now available to view by appointment only.



Corston Near Malmesbury
From **£685,000**

For more information, please contact:
Malmesbury 01666 829 292
southsidefarm@strakers.co.uk

Development site with full planning permission for six detached houses in a popular residential location in Chippenham.



Chippenham
Guide Price **£475,000+**

For more information, please contact:
Mark Hulse 01249 652 717
mark.hulse@strakers.co.uk

3 Bedroom semi-detached house in need of modernisation and updating. Mature good sized garden to the rear and off road parking to the front. Would suit owner occupier or investor.



Situation and Description

This 3 bedroom semi-detached house is situated in a popular residential area within a short distance of the town centre. Royal Wootton Bassett is an expanding town with easy access to Swindon and the M4 motorway and has a wide range of shops, schools and other amenities.

The house benefits from double glazing but is in need of modernisation and updating, ideal for owner occupiers or investors. There is mains gas available to the property.

There is a good sized garden to the rear measuring **about 120ft (36.57m)** in length. There is off road parking to the front of the property as well as a small lawned area.

The property would be ideal for investment with a potential income in good order of about £950 per calendar month which equates to **about £11,400 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, door to outside and understairs cupboard.
Sitting Room 12'4"x10'11" (3.77x3.32) with bay window and fireplace.
Dining Room 12'6"x11'5" (3.82x3.48) with fireplace.
Kitchen 8'7"x6'11" (2.61x2.11) with sink and drainer unit.

First Floor

Landing

Bedroom 1 12'5"x11'5" (3.80x3.47) with bay window and fireplace.
Bedroom 2 11'6"x11' (3.50x3.36)
Bedroom 3 6'11"x6'5" (2.12x1.97)
Bathroom with airing cupboard, bath, wash hand basin and W.C.

Directions

From the High Street turn left into Station Road and at the mini-roundabout take the first exit onto Nore Marsh Road. Take the first right into Brynards Hill and the property is towards the top of the hill on the right.

2 Bedroom semi-detached house of non-standard construction. In need of modernisation with large garden offering scope for extension (stp). Ample parking available.



Situation and Description

This 2 bedroom semi-detached house is situated in a residential estate on the outskirts of the popular and picturesque village of Castle Combe. The house is conveniently situated with-in walking distance of the village, golf course and racing track.

Nearby Chippenham provides an extensive range of shopping, schooling and amenities as well as a main line railway station and access to the M4 motorway. The larger centres of Bath and Bristol are within easy travelling distance.

The house is in need of modernisation, however it does have oil fired heating and double glazing. Due to the size of the plot, there is potential to extend to provide a good sized family home or possibly a replacement dwelling (both subject to planning).

The house has a gravelled front garden and a walled rear garden laid to lawn. It also benefits from a further garden area to the side which is laid to lawn with mature shrubs. The property has off road parking and has ample space for a garage (subject to planning).

The property would make an ideal investment and in good order the house would have an estimated rental value of about £750 per calendar month equating to **about £9,000 per annum.**

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

Accommodation

Ground Floor

Entrance Hall with staircase off.

Living Room 17'5"(max)x11'9" (5.31x3.57) with fireplace.

Kitchen 12'5"x8'10" (3.78x2.70) with floor units.

Side Porch with door to outside.

Store Room 11'x6'1" (3.35x1.85)

First Floor

Landing

Bedroom 1 15'8"(max)x8'10" (4.78x2.70)

Bedroom 2 11'10"(max)x10' (3.61x3.03)

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

Directions

From Chippenham direction proceed through Yatton Keynell and Upper Castle Combe. Turn left into Whitegates and proceed around to the right. The house is at the far end on the right.

2 Bedroom detached bungalow in a village location. Set in about 0.33 acre and in need of modernisation throughout with potential to extend (stp). Garage and parking.



Situation and Description

This 2 bedroom detached bungalow is set towards the edge of the village. Box is a well stocked village with a local convenience store, primary school, Churches, public houses, a café and a recreation grounds. The City of Bath is about 5 miles away with a comprehensive range of shopping and leisure facilities.

The bungalow which has double glazing and gas central heating sits in an elevated position and is now in need of modernisation throughout. There are 2 attic rooms which are currently used for storage however could be converted into bedroom spaces (subject to planning/regulations). There is also further potential to extend to the side and/or rear (subject to planning).

The gardens wrap around the property with a lawned area to the front, a side

garden with store, patio seating area and a mature garden to the rear with raised beds. There is a driveway and car port to the side of the property with off road parking for a number of vehicles.

The plot extends in total to **about 0.33 acre**.

Accommodation

Entrance Hall with access to attic space.
Sitting Room 13'1"x12' (4.00x3.66) with bay window and fireplace.
Dining Room 13'5"x10' (4.09x3.05) with door to conservatory.
Kitchen 11'7"x6'7" (3.53x2.00) with floor units and wall cupboards.
Pantry Cupboard 6'x3'5" (1.83x1.04)
Bedroom 1 13'1"x11'2" (3.98x3.41) with bay window.
Bedroom 2 13'1"x9'6" (4.00x2.90)
Shower Room with large walk-in shower cubicle, wash hand basin and W.C.
Conservatory 11'8"x6'2" (3.56x1.88)

Directions

From Bath direction proceed on A4 towards Corsham. Upon entering Box turn right at the traffic lights onto Devizes Road. Continue along the road and the property is on the right.

5 Barrow Green

Chippenham, Wiltshire, SN15 1BD

***Guide Price £120,000+ Plus Fees**

04

3 Bedroom house close to the outskirts of town. In need of modernisation and updating throughout. Front and rear gardens with potential to create parking (subject to consents).



Situation and Description

This 3 bedroom house is situated in an established residential address overlooking a central communal green towards the outskirts of town.

Chippenham is an expanding town with an extensive range of shopping, leisure and schooling facilities. There is access to the M4 motorway and mainline railway station with quick access to Swindon, Bath, Bristol and London.

The house which has double glazing and gas central heating has been partially renovated and is in need of modernisation and updating. Ideal for owner occupiers or investors. There is a good sized rear garden and a front garden.

In good order the house would have an estimated rental value of about £725 per calendar month equating to **about £8,700 per annum.**

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

Accommodation

Ground Floor

Entrance Hall with staircase off.
Sitting Room 13'6"x12'1" (4.10x3.67)
Kitchen/Dining Room 20'3"(max) x9'11"(max) (6.17x3.03) with floor units and wall cupboards, door to outside.
Side Lobby with doors to outside.
Store 9'6"x4'10" (2.90x1.47)
Cloakroom with W.C.

First Floor

Landing
Bedroom 1 12'1"(max) x10'7" (3.67x3.23)
Bedroom 2 13'8"(max) x9'10"(max) (4.17x3.00) with cupboard.
Bedroom 3 9'6"x7'11"(2.91x2.41)
Bathroom with bath, wash hand basin and W.C.

Directions

Heading out of Chippenham on Langley Road continue onto Pew Hill. At the roundabout take the first exit onto Maud Heath's Causeway and take the next left onto Hill Corner Road. Take the second turning left into Heathfield and follow the road round to 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. 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"x10'11" (4.40x3.33)

Kitchen 14'5"x6'11" (4.40x2.11) with floor units and wall cupboards.

Rear Lobby with staircase off and door to outside.

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

First Floor

Landing

Bedroom 1 14'5"x10'11" (4.40x3.33) with a built in wardrobe.

Bedroom 2 11'9"x 7' (3.58x2.13)

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 at the top of the road.

2 Bedroom end-terrace house in need of modernisation and updating. Close to town centre and train station. Suitable for owner occupier or investment.



Situation and Description

This 2 bedroom end-terrace house is situated in a popular area of Swindon just north of the town centre. Swindon is one of the fastest expanding towns in the South West and offers residents a wide variety of shopping, leisure and employment opportunities. There is also excellent access to the surrounding areas via the A419 and M4 motorway plus the mainline train station with direct links to London and Bristol.

This house which has gas central heating and double glazing is now in need of some modernisation and updating. There is a good sized garden to the rear of the property with a store and sheds. To the front is a small courtyard.

The property would be ideal for investment with a potential income in good order of about £700 per calendar

month which equates to **about £8,400 per annum.**

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

Accommodation

Ground Floor

Entrance Porch

Sitting/Dining Room 23'3"(max)x12'(max) with staircase off and understairs cupboard and fireplace.

Kitchen 11'8"x5'3"(3.55x1.59) with floor units and wall cupboards, door to outside.

Rear Lobby

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

First Floor

Landing

Bedroom 1 11'11"x9'9" (3.63x2.98)

Bedroom 2 13'x9' (3.96x2.75) with boiler cupboard.

Directions

From the town centre end of Cheney Manor Road, continue along the road and the property is on the left opposite Co-Op.

3 Bedroom detached cottage for complete renovation in the heart of this popular village. Garden, garage and parking. Planning consent for rear extension.



Situation and Description

This detached cottage is situated in the heart of the village away from the main road and close to The Greyhound public house. Bromham is a large village with a good range of local amenities that include a village store/post office, public houses, church and butchers. The nearby towns of Devizes and Chippenham provide a wider range of shopping and entertainment facilities.

The cottage sits at the front of a small development of 4 houses which used to be the garden. The cottage is in need of renovation throughout with consent to extend to the rear.

Planning consent for a rear extension was granted by Wiltshire Council on the 8th August 2016 under Application No 16/05066/FUL.

The approved plans provide for a rear kitchen with bedroom over, a side extension to provide an en-suite and extending into the store room. Once extended the cottage will have an **internal floor area of about 1,498ft² (139.2m²).**

There is a good sized garden area to the rear with a newly built garage and space for parking.

Accommodation (As existing)

Ground Floor

Entrance Hall

Living Room 15'1"x11'6" (4.60x3.51)

Dining Room 11'6"x11'6" (3.51x3.51)

Kitchen 8'10"x7'11" (2.70x2.41)

Utility Area 8'11"x7'7"(max)5'11"(min)
(2.70x2.30>1.79)

Bathroom

Store Room 15'1"x12'2" (4.61x3.72)

accessed via the rear garden.

First Floor

Landing

Bedroom 1 15'1"x11'5" (4.61x4.55)

Bedroom 2 15'1"x11'5" (4.61x4.55)

Bedroom 3 8'10"x8'10" (2.72x2.71)

Directions

From Devizes proceed on the A342 for about 5 miles through Rowde and St Ediths Marsh. Take the second left turning into Bromham and continue into the village centre and turn left by The Greyhound Public House. The property is along on the left.

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"x6'5" (3.03x1.95) 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 12'5"(max)x9'11"(max) (3.79x3.04)
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 Hilpert 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.





CRICKLADE

HIGHWORTH

SWINDON

01

ROYAL
WOOTTON BASSETT

06

13

12

CALNE

MARLBOROUGH

07

17

15

DEVIZES

05

Extended 4 bedroom detached house situated on the edge of this sought after village. Set in about 0.29 acre and now in need of some modernisation. Ample off road parking.



Situation and Description

This 4 bedroom detached house is situated on the edge of the popular village of Broughton Gifford. The village is set in the rolling Wiltshire countryside near the historic market towns of Bradford on Avon and Melksham.

The village has a thriving school, a large common, beautiful countryside walks, a cricket and football pitch, bowling green, a village hall and two popular public houses.

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

The house which has double glazing and Calor gas heating has been extended in the past and is in generally good order

but offers the opportunity for someone to make their own mark.

To the front of the cottage is a small garden area with a gravelled parking area to the side. One of the main selling points of the cottage is the excellent rear garden which is laid mainly to lawn with scope for further landscaping.

Accommodation

Ground Floor

Entrance Hall

Cloakroom with basin and W.C.

Sitting Room 16'x13'10" (4.87x4.21) with fireplace and doors to outside.

Kitchen/Dining Room 27'2"x18'6" (8.28x5.63) with staircase off, floor units and wall cupboards and door to outside.

First Floor

Landing

Bedroom 1 15'x11'3" (4.57x3.42)

Bedroom 2 13'5"x8'8" (4.08x2.64)

Bedroom 3 11'10"x9'9" (3.60x2.97)

Bedroom 4 9'8"x9'7" (2.94x2.92)

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

Note

The buyer of 207 Norrington Lane may be given the option to buy the adjoining land, Lot 10, at a set price, such option to be exercisable immediately on the fall of the gavel at the auction. Further details on this will be available nearer the sale date.

Directions

From Broughton Common head east on Melksham Lane. After a short distance take the left onto Norrington Lane. Proceed for about a mile along the road through Norrington Common. After a short distance the property is on the right.

About 2.15 Acres at Norrington Lane

Broughton Gifford, Melksham, Wiltshire, SN12 8LT

***Guide Price £30,000+ Plus Fees**

10

Agricultural land/pony paddock with yard area and former hay barn on the outskirts of the village. About 2.15 acres in total.



Situation and Description

This mainly level enclosure of agricultural/amenity land which would make an ideal pony paddock is situated in a rural position only a short distance from outskirts of the popular village of Broughton Gifford. The village is set in the rolling Wiltshire countryside near the historic market town of Melksham.

The land has been used as paddock land and storage. There is a fire damaged former hay barn towards the front of the land.

The land which is shown edged red for identification purposes only on plan extends to **about 2.15 acres**.

Note

The buyer of Lot 09, 207 Norrington Lane, shown edged blue for identification purposes on plan, may be given the option to buy the land at a set price, such option to be exercisable immediately on the fall of the gavel at the auction. Further details on this will be available nearer the sale date.

Directions

From Broughton Common head east on Melksham Lane. After a short distance take the left onto Norrington Lane. Proceed for about a mile along the road through Norrington Common. After a short distance the land is on the right.

Mature 2 bedroom semi-detached bungalow within a short distance of the town centre. In need of modernisation with front and rear gardens.



Situation and Description

This mature 2 bedroom semi-detached bungalow is situated in an established residential area close to the town centre.

Warminster offers a wide range of shopping and leisure facilities and is located within easy reach of several local attractions to include Longleat House and Safari Park, Stourhead and Shearwater Lake. There is a mainline railway station and access to the A303.

The bungalow which has gas central heating and double glazing is now in need of modernisation. To the front is a small garden area with an enclosed garden to the rear.

In good order the bungalow 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 Devizes lettings on 01380 722 995.

Accommodation

Hallway

Sitting Room 15'11"x11'1" (4.84x3.37)

Kitchen 9'4"x7'9" (2.84x2.37) with floor units and wall cupboards, door to outside.

Bedroom 1 12'6"x10'8" (3.80x3.25)

Bedroom 2 11'7"x7'5" (3.53x2.26)

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

Directions

From the High Street head west and take the first exit at the roundabout onto George Street. At the next roundabout take the first exit onto Sambourne Road and take the first left hand turn. The property is in an elevated position on the right.

33 Berenger Close

Swindon, Wiltshire, SN3 1PB

***Guide Price £110,000+ Plus Fees**

12

2 Bedroom mid-terrace house with an enclosed rear garden close to the centre of Old Town. Ideal investment property with allocated parking space.



Situation and Description

This 2 bedroom mid-terrace house is situated in Old Town and is close to local amenities with easy access to the M4 motorway and the surrounding area. Swindon offers an extensive range of employment opportunities, shopping, leisure and entertainment facilities.

The house has double glazing and electric heating. There is an enclosed low maintenance garden to the rear. Further to this is off road parking and a garage located in a nearby block.

In good order the house would have an estimated rental value of about £725 per calendar month equating to **about £8,700 per annum.**

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

In the late 90's there was remedial work done for a subsidence issue with a satisfaction certificate issued in 2005. There appears there may of been further movement at the property since, although no structural report has been done.

Accommodation

Ground Floor

Entrance Hall

Kitchen 8'3"x7'32" (2.50x2.20) with floor units and wall cupboards.

Sitting/Dining Room 17'3"x11'8" (5.26x3.56) with staircase off and doors to outside.

First Floor

Landing

Bedroom 1 11'10"x11'8"(max) (3.62x3.56) with built-in wardrobe and airing cupboard.

Bedroom 2 10'7"x6'8" (3.22x2.03)

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

Directions

Leaving Old Town on the Devizes Road, at the roundabout turn left and continue along Newport Street and take the second exit at the roundabout onto Marlborough Road. At the next roundabout take the second exit onto Signal Way and then the first left into Queintin Road and left again into Berenger Close.

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.



3 Bedroom detached cottage in a semi-rural position between canal and railway line. In need of modernisation with potential to extend (stp). Large split level and banked garden about 0.29 acre.



Situation and Description

This 3 bedroom detached cottage is situated at the end of a country lane in a semi-rural position. The cottage which overlooks a railway line and Claverton Pumping Station to the front sits at the base of bank with the Kennet & Avon canal at the top. Claverton is a small village not far from the outskirts of Bath.

The Heritage City of Bath is about 4 miles away and is famed for its Georgian architecture and enjoys a wealth of cultural, business and recreational facilities as well as an extensive range of shopping, restaurants and public houses. There are excellent schools nearby including Ralph Allen, Prior Park, King Edwards and Monkton Combe in Bath and St Lawrence School in Bradford on Avon. Bath University is within 4 miles.

The cottage is in need of modernisation but does offer scope for extension (stp).

It has majority double glazing and electric heating.

The garden is on split levels with a steep bank to the rear, there are useful outbuilding and the property extends in total to **about 0.29 acre**.

Accommodation

Ground Floor

Dining Room 14'8"x11'6" (4.47x3.50) with staircase off.

Living Room 12'3"x10'3" (3.74x3.11)

Kitchen 11'4"x7'5" (3.46x2.26) with floor units and wall cupboards, door to outside.

First Floor

Landing with cupboard.

Bedroom 1 12'9"x10'4" (3.90x3.15)

Bedroom 2 11'6"x8'2" (3.51x2.49)

Bedroom 3 7'6"x6'9" (2.29x2.05)

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

Directions

From Bath proceed south on the A36 Warminster Road after a couple of miles turn left into Ferry Lane and proceed to the end of the lane. Walk through the pedestrian gate adjoining the railway line on the left. Continue past Rose Cottage into Mill Cottage's garden.

Viewing Note

When viewing can you please respect the occupiers of Rose Cottage as you walk past. All viewers should wear sensible footwear as the garden is sloping and overgrown.

Joint Auctioneers

Philip Jennings
Bath
01225 444 070

Town centre investment opportunity comprising ground floor lock-up retail unit about 561ft² (52.2m²). Potential income of about £6,500 per annum.



Situation and Description

This town centre investment is situated in the heart of this popular and expanding market town having a residential population of about 15,000 people and it is also the regional centre of a much larger rural catchment area.

The Grade II listed ground floor lock-up retail unit occupies a prominent trading location with frontage onto Long Street and only a short distance of The Brittox and The Market Place. There are many small independent retailers in the immediate vicinity and close by are national outlets including Wilkos, Sainsburys, Marks & Spencer Foodhall, Caffè Nero, Boots, and WH Smith. Leading banks and building societies are also within close walking distance.

Whilst there is limited road car parking nearby, the town's central car park is only a short walk away.

Accommodation

The retail unit has an **internal floor area of about 561ft² (52.2m²)** and comprises of shop frontage, workshop area, cellar and a cloakroom.

The current tenants are due to vacate the property prior to completion having served notice and it is believed that a rent **of about £6,500 per annum** would be achievable.

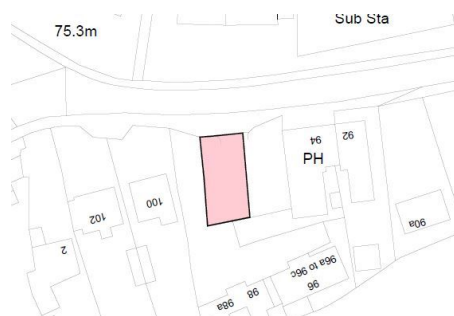
Tenure

The shop is leasehold. Terms of the lease to be confirmed within the legal pack.

Directions

From the Market Place proceed along St. John's Street past the town hall and onto Long Street. The property is on the right.

Individual building plot in this popular village. Consent for a 3 bedroom detached house with a floor area of about 861ft² (80m²). Garden and parking.



Situation and Description

The building plot is situated in the heart of this Wiltshire village and is about 2½ miles from the town of Westbury and about 16 miles from the beautiful Georgian City of Bath. Dilton Marsh offers a primary school, village hall, church, village store, public house and is within 5 minute walking distance of Dilton Marsh railway station.

The nearby larger towns of Westbury, Frome and Trowbridge provide a wider range of shopping and other amenities with the former having a mainline railway station providing direct access to the cities of Bath and Bristol as well as London Paddington.

Detailed planning consent for the erection of a detached house was granted by Wiltshire Council on appeal on the 28th February 2019 under Application No 17/10530/FUL.

The approved plans are for a 3 bedroom house having an overall **floor area of about 861ft² (80m²)** and comprising on the Ground Floor Entrance Hall, open plan Living/Dining Room, Kitchen and a Cloakroom and on the First Floor 3 Bedrooms and a Bathroom.

Outside there will be a rear garden and off road parking for two cars.

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

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

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

Directions

From Westbury follow the signposts to Dilton Marsh and continue through the High Street and the plot is on the left just after the Prince of Wales public house.

2 Paradise Lane

Rowde, Wiltshire, SN10 2NN

***Guide Price £120,000+ Plus Fees**

17

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.

The cottage is currently let on an assured shorthold tenancy and is **producing £525 per calendar month which equates to £6,300 per annum**. In good order the property could achieve in the region of £625 per calendar month which would equate to £7,500 per annum.

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

Accommodation

Ground Floor

Entrance Porch

Sitting Room 13'1"(max) x 12'4"(max) (4.00x3.75) with fireplace.

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

Kitchen 9'2"(max) x 7'(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.

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.



WILTSHIRE'S LEADING PROPERTY NETWORK



In branch | Online | On the move

AUCTIONS

01249 765 200

auctions@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

COMMERCIAL

01380 723 451

devizes@strakers.co.uk

6/7 Market Place
Devizes, Wiltshire SN10 1HT

LAND AND NEW HOMES

07384 836 482

landandnewhomes@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

LETTINGS AND MANAGEMENT

01380 722 995

lettings@strakers.co.uk

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Devizes, Wiltshire SN10 1HT

CHIPPENHAM

01249 652 717

chippenham@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

CORSHAM

01249 712 039

corsham@strakers.co.uk

6 High Street
Corsham, Wiltshire SN13 0HB

DEVIZES

01380 723 451

devizes@strakers.co.uk

6/7 Market Place
Devizes, Wiltshire SN10 1HT

MALMESBURY

01666 829 292

malmesbury@strakers.co.uk

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 indebtedness (not including a rentcharge).

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The *auctioneers*.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Ourrole

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

- (a) prepare the *catalogue* from information supplied by or on behalf of each *seller*;
- (b) offer each *lot* for sale;
- (c) sell each *lot*;
- (d) receive and hold deposits;
- (e) sign each *sale memorandum*; and
- (f) treat a *contract* as repudiated if the *buyer* fails to sign a *sale memorandum* or pay a deposit as required by these *auction conduct conditions*.

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

A5.3 *You* must before leaving the *auction*:

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

A5.4 If *you* do not *we* may either:

- (a) as agent for the *seller* treat that failure as *your* repudiation of the *contract* and offer the *lot* for sale again: the *seller* may then have a claim against *you* for breach of contract; or
- (b) sign the *sale memorandum* on *your* behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the *seller*, but otherwise is to be held as stated in the *sale conditions*; and
- (b) must be paid in pounds sterling by cheque or by bankers’ draft made payable to *us* on an *approved financial institution*. The extra auction conduct conditions may state if *we* accept any other form of payment.

A5.6 *We* may retain the *sale memorandum* signed by or on behalf of the *seller* until the deposit has been received in cleared funds.

A5.7 If the *buyer* does not comply with its obligations under the *contract* then:

- (a) *you* are personally liable to buy the *lot* even if *you* are acting as an agent; and
- (b) *you* must indemnify the *seller* in respect of any loss the *seller* incurs as a result of the *buyer’s* default.

A5.8 Where the *buyer* is a company *you* warrant that the *buyer* is properly constituted and able to buy the *lot*.

A6 Extra Auction Conduct Conditions

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

GENERAL CONDITIONS OF SALE

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

G1 The lot

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

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

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

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

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoing and other liabilities;
(g) any interest which overrides, within the meaning of the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquires a prudent *buyer* would make, whether or not the buyer has made them; and
(i) anything the *seller* does not and could not reasonably know about.

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

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

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

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

G1.9 The *buyer* buys with full knowledge of:
(a) the *documents*, whether or not the *buyer* has read them; and
(b) the physical condition of the *lot* and what could reasonably be discovered on inspection of it, whether or not the *buyer* has inspected it.

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

G2. Deposit

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the *auction conduct conditions* (or the total *price*, if this is less than that minimum); and
(b) 10% of the *price* (exclusive of any *VAT* on the *price*).

G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an *approved financial institution* (or by any other means of payment that the *auctioneers* may accept); and
(b) is to be held as stakeholder unless the *auction conduct conditions* provide that it is to be held as agent for the *seller*.

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

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

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

G3. Between contract and completion

G3.1 Unless the *special conditions* state otherwise, the *seller* is to insure the *lot* from and including the *contract date* to *completion* and:
(a) produce to the *buyer* on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the *buyer* so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the *buyer* use reasonable endeavours to have the *buyer's* interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at *completion*, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the *buyer*; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the *buyer* any insurance payments that the *seller* receives in respect of loss or damage arising after the *contract date* or assign to the *buyer* the benefit of any claim; and the *buyer* must on *completion* reimburse to the *seller* the cost of that insurance (to the extent not already paid by the *buyer* or a tenant or other third party) for the period from and including the *contract date* to *completion*.

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

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

G3.4 Unless the *buyer* is already lawfully in occupation of the *lot* the *buyer* has no right to enter into occupation prior to *completion*.

G4. Title and identity

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

G4.2 If any of the *documents* is not made available before the *auction* the following provisions apply:
(a) The *buyer* may raise no requisition on or objection to any of the *documents* that is made available before the *auction*.
(b) If the *lot* is registered land the *seller* is to give to the *buyer* within five *business days* of the *contract date* an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the *lot* is being sold.
(c) If the *lot* is not registered land the *seller* is to give to the *buyer* within five *business days* an abstract or epitome of title starting from the root of title mentioned in the *special conditions* (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the *buyer* the original or an examined copy of every relevant *document*.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the *documents* accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the *seller* or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the

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

G4.3 Unless otherwise stated in the *special conditions* the *seller* sells with full title guarantee except that (and the *transfer* shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the *buyer*; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the *lot* where the *lot* is leasehold property.

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

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

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

G5. Transfer

G5.1 Unless a form of *transfer* is prescribed by the *special conditions*:
(a) the *buyer* must supply a draft *transfer* to the *seller* at least ten *business days* before the *agreed completion date* and the engrossment (signed as a deed by the *buyer* if *condition* G5.2 applies) five *business days* before that date or (if later) two *business days* after the draft has been approved by the *seller*; and
(b) the *seller* must approve or revise the draft *transfer* within five *business days* of receiving it from the *buyer*.

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

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

G6. Completion

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

- the *buyer* must return all papers to the *seller* and appoints the *seller* its agent to cancel any registration of the *contract*; and
- the *seller* must return the deposit and any interest on it to the *buyer* (and the *buyer* may claim it from the stakeholder, if applicable) unless the *seller* is entitled to forfeit the deposit under *condition* G7.3.

G9. Landlord's licence

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

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

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

G9.4 The *seller* must:

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

G9.5 The *buyer* must:

- promptly provide references and other relevant information; and
- comply with the landlord's lawful requirements.

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

G10. Interest and apportionments

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

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

G10.3 Income and outgoing are to be apportioned at *actual completion date* unless:
(a) the *buyer* is liable to pay interest; and
(b) the *seller* has given notice to the *buyer* at any time up to *completion* requiring apportionment on the date from which interest becomes payable by the *buyer*, in which event income and outgoing are to be apportioned on the date from which interest becomes payable by the *buyer*.

G10.4 Apportionments are to be calculated on the basis that:
(a) the *seller* receives income and is liable for outgoing for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at *completion* apportionment is to be made by reference to a reasonable estimate and further payment is to be made by *seller* or *buyer* as appropriate within five *business days* of the date when the amount is known.

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this *condition* G11 applies where the *special conditions*:
(a) so state; or
(b) give no details of any *arrears*.

G11.8 While any *arrears* due to the *seller* remain unpaid the *buyer* must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the *tenancy*;
(b) pay them to the *seller* within five *business days* of receipt in cleared funds (plus interest at the *interest rate* calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the *seller*, assign to the *seller* or as the *seller* may direct the right to demand and sue for *old arrears*, such assignment to be in such form as the *seller's* conveyancer may reasonably require;
(d) if reasonably required, allow the *seller's* conveyancer to have on loan the counterpart of any *tenancy* against an undertaking to hold it to the *buyer's* order;
(e) not without the consent of the *seller* release any tenant or surety from liability to pay *arrears* or accept a surrender of or forfeit any *tenancy* under which *arrears* are due; and
(f) if the *buyer* disposes of the *lot* prior to recovery of all *arrears* obtain from the *buyer's* successor in title a covenant in favour of the *seller* in similar form to part 3 of this *condition* G11.

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

G12. Management

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

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

G12.3 The *seller* must consult the *buyer* on all management issues that would affect the *buyer* after *completion* (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a *tenancy*; or a new tenancy or agreement to grant a new tenancy) and:
(a) the *seller* must comply with the *buyer's* reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the *seller* to a liability that the *seller* would not otherwise have, in which case the *seller* may act reasonably in such a way as to avoid that liability;
(b) if the *seller* gives the *buyer* notice of the *seller's* intended act and the *buyer* does not object within five *business days* giving reasons for the objection the *seller* may act as the *seller* intends; and
(c) the *buyer* is to indemnify the *seller* against all loss or liability the *seller* incurs through acting as the *buyer* requires, or by reason of delay caused by the *buyer*.

Common auction conditions *Edition 3*

G13. Rent deposits

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

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

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

- (a) observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller* in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the *special conditions* so state:

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

G15.2 The *seller* confirms that the *seller*

- (a) is registered for *VAT*, either in the *seller's* name or as a member of the same *VAT* group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the *lot* a *VAT* option that remains valid and will not be revoked before *completion*.

G15.3 The *buyer* confirms that:

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

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

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

G15.5 The *buyer* confirms that after *completion* the *buyer* intends to:

- (a) retain and manage the *lot* for the *buyer's* own benefit as a continuing business as a going concern subject to and with the benefit of the *tenancies*; and
- (b) collect the rents payable under the *tenancies* and charge *VAT* on them

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

- (a) the *seller's* conveyancer is to notify the *buyer's* conveyancer of that finding and provide a *VAT* invoice in respect of the sale of the *lot*;
- (b) the *buyer* must within five *business days* of receipt of the *VAT* invoice pay to the *seller* the *VAT* due; and
- (c) if *VAT* is payable because the *buyer* has not complied with this *condition* G15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.

G16. Capital allowances

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

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

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

G16.4 The *seller* and *buyer* agree:

- (a) to make an election on *completion* under Section 198 of the Capital Allowances Act 2001 to give effect to this *condition* G16; and
- (b) to submit the value specified in the *special conditions* to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by *practitioner*

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

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

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

G19.4 The *lot* is sold:

- (a) in its condition at *completion*;
- (b) for such title as the *seller* may have; and
- (c) with no title guarantee;

and the *buyer* has no right to terminate the contract or any other remedy if information provided about the *lot* is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the *documents* must include certified copies of those under which the *practitioner* is appointed, the document of appointment and the *practitioner's* acceptance of appointment; and
- (b) the *seller* may require the *transfer* to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

- (a) The *seller* must notify the *buyer* of those employees whose contracts of employment will transfer to the *buyer* on *completion* (the “Transferring Employees”). This notification must be given to the *buyer* not less than 14 days before *completion*.
- (b) The *buyer* confirms that it will comply with its obligations under *TUPE* and any *special conditions* in respect of the Transferring Employees.
- (c) The *buyer* and the *seller* acknowledge that pursuant and subject to *TUPE*, the contracts of employment between the Transferring Employees and the *seller* will transfer to the *buyer* on *completion*.
- (d) The *buyer* is to keep the *seller* indemnified against all liability for the Transferring Employees after *completion*.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

G22.4 In respect of each *tenancy*, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the *seller* must pay to the *buyer* an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the *buyer* must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the *seller* within five *business days* of receipt in cleared funds; but in respect of payments on account that are still due from a tenant *condition* G11 (*arrear*s) applies.

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

G22.6 If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the *seller* must pay it (including any interest earned on it) to the *buyer* on *completion*; and
- (b) the *buyer* must covenant with the *seller* to hold it in accordance with the terms of the *tenancies* and to indemnify the *seller* if it does not do so.

G23. Rent reviews

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

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

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

G23.4 The *seller* must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following *completion* the *buyer* must:

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

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

G25. Warranties

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

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

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

G25.3 If a warranty is not assignable the *seller* must after *completion*:

- (a) hold the warranty on trust for the *buyer*; and
- (b) at the *buyer's* cost comply with such of the lawful instructions of the *buyer* in relation to the warranty as do not place the *seller* in breach of its terms or expose the *seller* to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

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

G27.2 This *condition* G27.2 applies where the *lot* comprises part of a registered title. The *buyer* must at its own expense and as soon as practicable:

- (a) apply for registration of the transfer;
- (b) provide the *seller* with an official copy and title plan for the *buyer's* new title; and
- (c) join in any representations the *seller* may properly make to Land Registry relating to the application.

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the *sale memorandum*) by a postal service that offers normally to deliver mail the next following *business day*.

G28.3 A communication is to be treated as received:

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

Memorandum of sale

June 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



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Printed on Carbon Captured paper

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We are particularly interested
in these types of properties:

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

