LAND AND PROPERTY AUCTIONS



October 2019

Thursday 24 October 7pm NSBRC **Swindon**



Auction office, 33/34 Market Place Chippenham, Wiltshire SN15 3HP **01249 765 200** auctions@strakers.co.uk

strakers.co.uk In branch | Online | On the move Those of you that read my welcome note on a regular basis would know that I do like to reference sport at every opportunity. Partly this is due to me being a massive sports fan but I also find that sport can have a positive impact on both us as individuals and the nation as a whole. I mean look at the World Cup cricket earlier in the year, my Facebook feed was full of cricket updates from people that have no interest usually and the wave of euphoria that England rode on for a week or two after was fantastic.

I am hoping that the England rugby team can do something similar in Japan this month, as I have listened to more than enough political claptrap over the past 6 months and a welcome distraction is much needed! Enough of the sport however, we have produced one of our more varied catalogues this time round with garages, pubs, barns and investments aplenty for you to get your teeth into.

Charlie Doel MNAVA Director and Auctioneer



For live results, follow:

01249 765 200 auctions@strakers.co.uk

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Order of Sale Thursday 24 October 2019 7pm NSBRC Swindon

01	2 Avon Square Upavon, Pewsey SN9 6AD	£100,000+	13	Barn Conversion at Wick Bridge Farm Wick Hill, Calne SN11 9LQ	£325,000+
02	Building Plot adj 6 Eastfield West Lavington, Devizes SN10 4HW	£80,000+	14	99 Lansdown Road Swindon SN1 3ND	£270,000+
03	37 Sadlers Mead Chippenham SN15 3PB	£250,000+	15	13 Sidmouth Street Devizes SN10 1LD	£195,000+
04	19 & 19a Waylands Devizes SN10 3DN	£150,000+	16	Broadwell Leigh, White Street Market Lavington, Devizes SN10 4DP	£270,000+
05	First Floor at 5 Market Place Chippenham SN15 3HD	£200,000+	17	3 Farleigh Place Devizes SN10 2AD	£130,000+
06	Garages at Arnolds Mead Corsham SN13 0BN	£95,000+	18	63 Rowden Road Chippenham SN15 2AX	£195,000+
07	Garage at Cleveland Cotts Bath BA1 5UE	£70,000+	19	28 Church Walk Melksham SN12 6LY	£190,000+
	118 High Street Royal Wootton Bassett SN4 7AU	£,225,000+	20	Development Site at 43 New Park Street Devizes SN10 1DT	£195,000+
09	Building Plot adj 15 Westbury Road Edington, Westbury BA13 4QD	£140,000+	21	128 Ferndale Road Swindon SN2 1EY	£135,000+
10	The New Inn 25 New Road, Chippenham SN15 1HS	£130,000+	22	37-38 Fleet Street Swindon SN1 1RE	£230,000+
11	5 Barnfield Close Swindon SN2 2DP	£120,000+	23	153 London Road Chippenham SN15 3AN	£40,000+
12	Development Site at Barnfield Close Swindon SN2 2DP	£130,000+			



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Results and Highlights

September 2019

Total sales £1,591,000

It was a warm September night at our latest Land & Property Auction. The room was busier than it has been for a while which is a pleasing sign considering the political climate at present. I would put this down to good suitable auction stock which is priced well, in fact the viewing levels over the marketing period were the highest for about a year.

There were multiple bidders on all the sold lots which helped push the eventual sale prices over our clients expectations, I have to say the general atmosphere of both buyers and sellers was buzzing with smiles and celebratory drinks all round. Sold 75% Residential 54% Private 54% Unsold 25% Commercial 8% Corporate 15% 15% Probate 31% Development

23%

Land

Charlie Doel MNAVA Director and Auctioneer

01 The Bungalow, Station Road	£210,000+	08	64 Devizes Road	£170,000+
Minety, Malmesbury SN16 9QY	£260,000		Old Town, Swindon SN1 4BD	£184,000
02 317 Cheney Manor Road	£125,000+	09	The Old Coach House, Marsh Road	£48,000+
Swindon SN2 2PE	£145,000		Standerwick, Frome BA11 2PZ	Available
03 Building Plot at The Spinney	£65,000+	10	128 Ferndale Road	£160,000+
West Lavington, Devizes SN10 4HP	£90,000		Swindon SN2 1EY	Available
04 The White Cottage	£175,000+	11	Building Plot at Bushton Road	£230,000+
Kington Langley, Chippenham SN15 5PW	£222,000		Broad Town, Swindon SN4 7QJ	£,250,000
05 4 White Street	£135,000+	12	33 Westcott Place	£125,000+
Market Lavington, Devizes SN10 4DW	£151,000		Swindon SN1 5HW	Postponed
06 About 4.5 Acres at Bath Road Shaw, Melksham SN12 8EG	£45,000+ £64,000	13	26 Kenilworth Gardens Melksham SN12 6AF	£170,000+ £225,000
07 About 4.5 Acres at Bath Road Shaw, Melksham SN12 8EG	£45,000+ Available			

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*



On winning the Lot, they helped me through every stage of the contract and was never rushed. Thank you Strakers for helping me purchase my dream project.

Steve Stensell





SOLD BY AUCTION MARCH 2018



2 Bedroom semi-detached cottage in a rural position in need of modernisation. Garden to the rear and side with double garage and parking. Potential to extend (subject to planning).

RENOVATED AND SOLD WITH OUR CORSHAM OFFICE SEPTEMBER 2019



After complete renovation and extension, our Corsham office have completed the re-sale from a guide price of $\pounds 600,000$ in September 2019.

LAND AND NEW HOMES

An exciting new development of two and three bedroom homes located seconds away from the High Street. Spacious open plan living, with integrated appliances, solar panels and parking.





Burbage Near Marlborough Prices from $\pounds 285,000$

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

An exclusive development situated in an idyllic location on the edge of Malmesbury, these attractive three and four bedroom homes with garages, enjoy stunning countryside and river views.





Malmesbury Prices from £375,000

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



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

Not having the right financial advice can be catastrophic when considering buying a property at an auction. Typically auction properties have an issue which means the High Street Banks will not lend on them and you need to use a more specialised lender.

We recently helped a client buying a property through a Strakers Auction as he had been let down by his current broker and time was running out to meet the completion deadline. He had been advised that a standard buy to let mortgage would be required for his auction purchase and whilst standard lenders can produce a mortgage offer and release funds within 28 days, this advice proved to be incorrect as the property was not deemed suitable security.

In the vast majority of cases a buy to let property must be habitable and be available to be tenanted on the day of completion. The property in question was very tired, full of the previous owners' rubbish and could not be lived in until some serious work had been done. We therefore advised the client that bridging finance would be required as they would be happy with the property as security and we could remortgage to a High Street buy to let mortgage as soon as the essential works had been completed.

We managed to get the bridging mortgage arranged and completed within two weeks and met the client's deadlines. By using the lenders own solicitors who are experienced in doing things quickly ensured that the client did not lose his deposit or faced late completion fines from the vendor. The outcome could have been so much worse for the client and therefore the need for the right advice when buying a property at auction is crucial.



CHARTWELL

Contact Matt Jarrett to find an affordable solution:

01454 540 500 strakers@chartwellfunding.co.uk chartwellfunding.co.uk Independent mortgage brokers

INVESTMENT





Cricklade Swindon Guide Price £137,000

First floor apartment Two double bedrooms Estimated rental value £650pcm Potential yield about 5.69%

For more information, please contact: Swindon 01793 683 144 swindon@strakers.co.uk





Cheney Manor Swindon Guide Price £140,000

One bedroom Two allocated parking spaces Estimated rental value £600pcm Potential yield about 5.14%

For more information, please contact: Swindon 01793 683 144 swindon@strakers.co.uk

SWINDON FLATS





Rodbourne Swindon Guide Price £140,000

Two bedroom on second floor Garage Estimated rental value £675pcm Potential yield about 5.79%

For more information, please contact: Swindon 01793 683 144 swindon@strakers.co.uk





Liden Swindon Guide Price £125,000

Maisonette Two double bedroom Estimated rental value £625pcm Potential yield about 6.00%

For more information, please contact: Swindon 01793 683 144 swindon@strakers.co.uk

Auction process

View Property	It is essential to inspect the lot preferably more than once. Due to the condition of some auction properties we advise all viewers to take the necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, Strakers cannot be held liable for loss or injury caused while viewing or accessing any lot.
Check Legal Pack	The legal pack is available from the auctioneers' website www.strakers.co.uk.
C C	
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 $\pounds 3,000$) and one for the buyer's administration fee are required to be at the auction office prior to the auction.
Succesful Bid	When you buy a lot you will be approached by a member of Strakers staff and taken to the contract area to sign the memorandum of sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of $\pounds 3,000$. 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 $\pounds 600$ including VAT on Lots sold for less than $\pounds 99,999$, or $\pounds 1,200$ including VAT on Lots sold for $\pounds 100,000$ 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 be available from the local Strakers office.

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

Auction office, 33/34 Market Place Chippenham, Wiltshire SN15 3HP **01249 765 200** auctions@strakers.co.uk

Buying at auction is a simpler process than you may think but you need to be well prepared for the auction day. The General Conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

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



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

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

Plans, maps and photographs

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



Energy Performance Certificates

Where required we include EPC ratings within the catalogue. The full certificate will be available to download from our auction website.

*Guide prices

Where guide prices or guide ranges are given then prices are not to be taken as an opinion of the value of the lot or necessarily figures at which a lot will sell. They are only intended to be an indication. The price achieved at auction may be more or less. Guide prices or ranges may be altered prior to the sale day. It is possible that the reserve price set for any lot may exceed the quoted guide price.

Reserve price

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

Pre-auction offers

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

Proof of identification

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

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



The contract

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



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

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

Insurance

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



Post-auction sales

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

Please note: 1. All measurements shown are approximate.

2. Unless otherwise stated we are advised that all properties are freehold.

3. No systems or appliances have been tested.

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
- \cdot HMRC Inland Revenue tax notification
- \cdot 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:

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

List B - Evidence of address:

 \cdot A utility bill issued within the last 3 months (but not mobile phone bills as these can be sent to different addresses).

- Bank, building society or credit union statement containing a current address.
- · A reference from a bank or regulated legal
- professional who has advised the individual for the past two years.

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

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

CORPORATE BODIES, (INCLUDING TRUSTS ETC.)

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

Part 5 of the Regulations states:

Corporate bodies: obligations

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

(a) information identifying:

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

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

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

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

2 Avon Square Upavon, Pewsey, Wiltshire, SN9 6AD *Guide Price £,100,000+ Plus Fees

01

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 $\pounds 650$ per calendar month which equates to **about \pounds7,800 per annum**.

For further information on lettings and management please contact Devizes lettings on 01380 723 451.

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, wash hand basin and W.C.

First Floor

Landing Bedroom 1 14'5"x10'11" (4.40x3.33) 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 is on the left.

Energy Performance Certificate (EPC): Rating Band F

To arrange a viewing, contact: Devizes Office **01380 723 451**

02

Building Plot adj 6 Eastfield West Lavington, Devizes, Wiltshire, SN10 4HW *Guide Price £,80,000+ Plus Fees

Building plot in a village location with consent for a 3 bedroom detached house with an internal floor area of about 1,120ft² (104m²). Garden and parking.



Situation and Description

This building plot is situated in a village position in a residential area towards the outskirts of Market Lavington. The village is on the edge of Salisbury Plain and about 6 miles from Devizes. The Lavington's have a wide range of facilities including Post Office, store, butchers, chemist, doctors surgery, coffee shop and public house. There is also a primary school, popular secondary school as well as Dauntseys public school. The major centres of Salisbury, Swindon and Marlborough are all within a twenty mile radius.

Detailed planning consent for the erection of a 3 bedroom detached house was granted by Wiltshire Council on the 25th March 2019 under Application No. 19/01113/FUL. The approved plans for the detached house comprise on the ground floor an open plan Living Room/Study, Kitchen/Dining Room, Utility Room and Cloakroom. On the first floor Master Bedroom with Dressing Room and Ensuite, 2 further Bedrooms and Bathroom. The house has an **internal floor area of about 1,120ft² (104m²)**. Outside there is a garden and 2 parking spaces.

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

Copies of the decision notice and approved plans are available from the Auctioneers. There will be a Community Infrastructure Levy (CIL) payable to Wiltshire Council and we await confirmation of the final amount. It is believed that main services of water and electric are available on site or nearby but it is the responsibility of prospective purchasers to satisfy themselves as to the availability and suitability of such services by making all necessary enquiries of the relevant statutory authorities.

Directions

From the High Street turn into Sandfield and bear left. Take the first left into The Spinney and the plot is along on the right.

To arrange a viewing, contact: Devizes Office **01380 723 451**

37 Sadlers Mead Chippenham, Wiltshire, SN15 3PB *Guide Price £,250,000+ Plus Fees

03

2/3 Bedroom detached bungalow in popular residential area requiring modernisation. Good sized rear garden, driveway parking and garage. Scope to extend (stp).



Situation and Description

This detached bungalow is situated in a residential area of similar properties within a short distance of the town centre and other amenities. Monkton Park is a popular location with its own primary school, riverside and park walks. The Olympiad Leisure Centre is within close proximity as is a 9 Hole "Pitch and Putt" golf course.

The property which has gas central heating and double glazing is now in need of modernisation throughout and has scope to extend to the rear or possibly into the roof space (subject to planning) which similar properties in the area have done.

Externally there is a front garden with flower borders and shrubs and to the side a long driveway leads to a garage. There is a good sized rear garden which is mainly laid to lawn with a block paved patio seating area. There is also a shed and greenhouse.

Accommodation

Entrance Porch Hallway with built in cupboard. Sitting Room 14'5"x10'10" (4.39x3.30) with fireplace. Kitchen 12'11"x8'11" (3.94x2.72) with floor units and wall cupboards. Conservatory 10'x7'11" (3.06x2.41) Bedroom 1 11'10"x9'11" (3.61x3.03) Bedroom 2 10'9"x7'10" (3.26x2.38) Bedroom 3/Study 8'x7'9" (2.44x2.36) with built-in cupboard. Shower Room with shower tray, wash hand basin and W.C.

Directions

From the town centre, proceed up New Road and turn right at the mini roundabout onto Station Hill. Continue into Cocklebury Road and take the right into Sadlers Mead. The property is a short way along on the left.

To arrange a viewing, contact: Chippenham Office **01249 652 717**



19 & 19a Waylands Devizes, Wiltshire, SN10 3DN *Guide Price £,150,000+ Plus Fees

Residential investment opportunity comprising of 2 flats in an established area of the town. In need of modernisation and improvement. Potential income of about \pounds , 12,600 per annum.



Situation and Description

These two flats are situated in an established area of similar residential properties. Devizes is a historic market town with a wide range of shopping and entertainment facilities, a leisure centre and primary and secondary schools. There is a thriving weekly market and the Kennet & Avon canal runs through the town providing pleasant walks and fishing.

Both flats are in need of modernisation and there is potential to convert the property into a 3 bedroom house (subject to planning).

There is a garden to the front laid to lawn with access to the side opening to the rear garden with brick built stores and scope to create parking. Due to the size of the plot there could be scope to extend the property or possibly create further flats (subject to planning and covenants). The property would be ideal for investment with a potential income in good order of about \pounds 525 per calendar month per flat which equates to an overall income of **about** \pounds 12,600 per annum.

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

Accommodation

Ground Floor Flat

Entrance Hall with built-in cupboard. *Kitchen* 14'4"x9'3" (4.37x2.81) with floor units and wall cupboards. *Sitting/Bedroom* 14'4"x10'9" (4.37x3.25) with a bay window and built-in cupboard. *Bathroom* with panelled bath, wash hand basin and W.C.

First Floor Flat

Entrance Hall with staircase off. *Landing* with built-in cupboard. *Kitchen* 14'4"x9'3" (4.38x2.81) with floor units and wall cupboards. *Sitting/Bedroom* 11'3"x10'9" (3.42x3.25) with a bay window and built-in cupboard. *Bedroom* 2 9'4"x7'(max)(2.86x2.13) with bulkhead. *Bathroom* with panelled bath, wash hand basin and W.C.

Directions

Leave Devizes on the A342 Andover Road, continue along Nursteed Road and turn left into Eastleigh Road. Continue past the shops and turn right into Waylands, take the first left and the property is at the end.

Energy Performance Certificate (EPC): Rating Band C & TBC

To arrange a viewing, contact: Devizes Office **01380 723 451**

First Floor at 5 Market Place Chippenham, Wiltshire, SN15 3HD

*Guide Price £200,000+ Plus Fees

05

Vacant town centre offices with development potential for conversion to apartments (subject to planning). Proposed plans show potential for 9 units with 5 allocated parking spaces.



Situation and Description

This commercial premises is situated in the heart of the town only a short distance from the High Street. Chippenham is an expanding town with an extensive range of shopping, leisure and schooling facilities. There is access to the M4 motorway and the mainline railway station is only a short walk.

The property occupies a prominent position in the heart of the Market Place and conveniently situated within a short distance of the High Street and shopping malls. Nearby retailers include Waitrose, Costa Coffee, Greggs, Boots and W H Smith. Leading banks and building societies are also within close walking distance.

The ground floor is let to a retail shop and there is a separate entrance from the Market Place to the first floor as well as an entrance from the rear. The first floor is currently arranged as extensive offices with kitchens and cloakrooms and extends in total to approximately 3,960ft² (368m²).

There is excellent scope for conversion of the first floor to residential apartments. It is also believed that extending above and creating a second floor at the rear of the property would be a strong possibility (all subject to planning).

Potential plans have been drawn up for the conversion/extension to 9 apartments. This scheme would provide $5 \ge 2$ bed and $4 \ge 1$ bed apartments with **individual floor areas ranging from approx 537ft² (49.9m²) to 933ft² (86.7m²)**.

To the rear of the property is a courtyard providing **5 allocated parking spaces** and the extent of the property is shown edged red with the building shaded for identification purposes only on plan.

Potential GDV

1 Bedroom Apartments Approx £120,000 each

2 Bedroom Apartments (with parking) Approx \pounds 140,000 each

Overall this scheme would provide a potential development value of approximately \pounds 1.18 million.

Copies of these proposed plans are available from the Auctioneers.

Tenure

The property will be sold on a new long leasehold of 999 years with a fixed ground rent of \pounds 250 per annum.

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

*Guide Price £95,000+ Plus Fees

24 Garages close to the town centre. About 0.19 acre.

Situation and Description

24 Garages and 2 parking spaces in a residential area and within walking distance of the town centre. The garages are split into 2 long ranks with a large forecourt area which extends to **about 0.19 acre**. The garages are accessed via a driveway on the corner of Arnolds Mead.

The garages could in good order provide a potential rental income of about \pounds 12 per week each, which equates to an **overall income of about £16,224 per annum**.

Offered at under \pounds 4,000 per garage.



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

To arrange a viewing, contact: Auction Office **01249 765 200** *Please refer to the important notice with regards to guide price and reserve prices



Garage at Cleveland Cotts Bath, BA1 5UE *Guide Price £70,000+ Plus Fees

Large garage/workshop

close to Bath city centre. Internal floor area of about 460ft² (42.75m²). Potential for conversion to residential (subject to planning).

Situation and Description

Located in an area with a lack of parking, the garage has double doors for access off the street. The garage has an overall depth of about 51'6" (15.7m) with electricity connected. There is potential to connect to water and sewage in the vicinity.

Ideal for classic cars, storage or parking close to work in Bath city centre.



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

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

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



Situation and Description

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

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

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

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

attic space which could be utilised to provide additional accommodation.

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

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

Accommodation

Ground Floor

Entrance Hall with staircase off and door to outside. *Study* 13'x9'7" (3.96x2.91) with understairs cupboard, bay window and built-in shelving unit. *Sitting Room* 15'6"x9'2" (4.72x2.81) with fireplace. Family Room 15'3"x12'8" (4.65x3.85) with fireplace. Dining Room 20'1"x12'7" (6.12x3.85) with fireplace. Kitchen 19'6"x8'9" (5.96x2.66) with floor units and wall cupboards. Store/Utility Room 19'6"(max) x12'11"(max) (5.96x3.93) with staircase off and door to outside. Cloakroom with basin and W.C.

First Floor

Landing Bedroom 1 15'6"x12'(max) (4.72x3.65) Bedroom 2 12'2"x10'5" (3.72x3.18) with storage cupboard. Bedroom 3 11'10"x9'2" (3.60x2.79) with storage cupboard. Bedroom 4 14'4"x12'8"(max) (4.37x3.86) with built-in wardrobe and airing cupboard through to; Rear Landing Bedroom 5 10'x7'4"(3.04x2.25) Bathroom with panelled bath, shower cubicle, wash hand basin and W.C.

To arrange a viewing, contact: Swindon Office **01793 683 144**



Individual building plot for a detached dwelling in a rural location. Internal floor area about 1,831ft² (170.2m²). Ample parking, garden and stunning views to the rear, about 0.20 acre.



Situation and Description

This individual building plot is situated on the outskirts of the sought after village of Edington. Located within one mile of Bratton which offers a number of amenities to include a shop, post office, primary school, church and garage. There is a nearby Golf Club in Erlestoke.

The nearby towns of Devizes, Westbury and Trowbridge provide an extensive range of shopping, leisure and schooling as well as a train station at the latter two.

The plot which is set in the foothills of Salisbury Plain has had detailed planning consent for the erection of a 3 bedroom detached house granted by Wiltshire Council on the 15th August 2019 under Application No. 19/03587/FUL.

The approved plans for the detached house comprise on the Ground Floor an open plan Kitchen/Sitting Room with views, Dining Room, Study, Cloakroom, Bathroom and Bedroom. On the First Floor 2 Bedrooms and Shower Room. The house has an **internal floor area of about 1,831ft² (170.2m²)**. Outside there is a garden and 2 parking spaces.

The whole property is shown edged red for identification purposes only on the aerial photograph and extends in total to **about 0.20 acre**.

Copies of the decision notice and approved plans are available from the Auctioneers. There will be a Community Infrastructure Levy (CIL) payable to Wiltshire Council and we await confirmation of the final amount.

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

Note

Under Section 21 of the Estate Agents Act we hereby give notice that the vendor of this building plot is a Director of Strakers.

Directions

Leave Devizes on the A360 Salisbury Road and on reaching the village of West Lavington turn right at the Dauntsey School crossroads signposted B3098 to Westbury. Proceed through the villages of Little Cheverell and Erlestoke and into the village of Edington. The plot is on the left towards the end of the village opposite the turning for Greater Lane.

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

The New Inn, 25 New Road Chippenham, Wiltshire, SN15 1HS ***Guide Price £130,000+ Plus Fees**

10

Public house with residential accommodation above. Character property for modernisation with potential for improvement. Close to town centre and railway station.



Situation and Description

The New Inn is situated in a mixed use area only a short walk from the town centre and a few hundred meters from the mainline railway station. In close vicinity are Tesco's, Halfords and Domino's. The former Little George which is opposite was converted in to a restaurant with apartments over a couple of years ago.

Chippenham is an expanding town with a wide range of shopping, leisure and employment opportunities. It is a well placed commuter town with access to the M4 and as mentioned the railway station with regular services to Bristol and London.

The Grade II listed pub is currently vacant and in need of modernisation. There is also scope for altering the accommodation at the rear either to improve the pub or possibly creating a residential flat (subject to planning). There is residential accommodation above which could become a separate apartment (subject to planning).

Accommodation

Ground Floor

Entrance Hall with staircase to residential rooms. *Open Plan Front Lounge/Main Bar* 20'9"(max)x11'3" (6.32x3.44) *Back Lounge* 15'4"x11'8" (4.68x3.56) *Ladies W.C. Rear Passageway* with door to Old Road at the rear and leading to. *Beer Cellar Mens W.C. Store Room* not inspected.

First Floor

Landing Sitting Room 12'1"x11'10" (3.68x3.61) Kitchen 11'3"x10' (3.44x3.05) with floor units. Bathroom with bath, basin and W.C. Bedroom 2 10'2"x9'4" (3.09x2.84)

Second Floor

Landing Bedroom 1 13'1"x10'4" (3.98x3.15) Bedroom 3 9'9"x7'3" (2.98x2.21)

VAT

The sale will be subject to VAT and further details will be available in the legal pack prior to the auction.

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

Falfield WittonunderEdu TETBURY Chedele Charfield Long Newston Wortle grood Lower Morton Leighterton Doughton Whitfield THORNBURY Mono Alderley -Milbury Heath Ciomhall Hillester Brokynboros Cromhall Common Westonbirt Shipton Moyne Eberton Wickwar Knockdown Easton Grey Oldbury on the Hill Tytherington Alveston Didmarton Old Down Olveston Hawkesbury Upton Rudgeman Hawkeeb Itchington Sopworth Tockington by Shersto Rangeworthy Forder Latteridge Norton Amondebery Engine Comiss Borton Little Badminton Lockington Iron Acton Re YATE Little Sofbury Alderton 4 Great 5 Frampton Cotterell Nibley Badminton -Patchetay Hullavington Old Sodbury Bradley Stoke Coulpit Heath CHIPPING SODBURY Acton Tarville Lower Stanton St Quintin - Upper Seagry Ward rebourse Littleton Dee Suite Gifford Dodington Grittleton Barton Westerleigh Stanton St Quintin Films Leigh Delamete Codrington Tormarton Hambrook Drayoot Cerne Nettleton 120 Kington St Michael West Kington Hino **Ipper Cattle Combe** Castle Combe Mangoosfield Packlechurch Yatton Keynell Kington Langle sundwell Seton y Burnell Dyrham West Littleton 10 493 North Wrazall Ford KINGSWOOD Doynton Slaughterford > Mirshfield 18 23 Bridge Yate Biddestone Thickwood Wick CHIPPENH Cold Ashton Hanham 23. RISTOL 06Colerne Knowle Bridingto Oldlind St Catherine Den Dineridge Box Hill Upton Cheyney Langridge Bitten CORSHAM Swineford Woolley Box North Stoke Laindown Northend Ashley Lacock Upper Swainswick KEYNSHAM Whitchurch Kebton Queen Charlton Saltiond 07 Whitley Bathford Winter Chewton Keynsham Batharopton Beanacry Norton Malreward Monkton Farleigh D₀ Conton orton Hawkfield Compton Dando Newton St Loe South Wraxall Belluton Norrington Common Twerton Claverton Lower Wrasalf Stanton Deew Pensford Broughton Gifford MELKSHAM BATH Stanton Prior Hunstrete Marksbury Englishcombe Bradford Leigh Holt Odd Down Chelwoo Monkton Combe Bowerhill Stanton Wick Berryfield Inglesbatch Priston BRADFORD Farmborough Limpley Stoke South Stoke Seend Clern ON AVON Combe Hay Freshford Seminotor Hilperton Dunkerton Timsbur Great Hinton High Littleton Carlingcott . Wellow TROWBRIDGE Ashton Com Hinton Charterhous Keevil Cam Temple Cloud Farleigh Hungerford 100 mriton St John Steeple Ashton Peasedown Hinton Blewett Hallatrow Wingfield Southward West Ashton Norton St Philip **Farrington Gamey** Clandown Tellisford. RADSTOCK Yamkrook North Beadley MIDSOMER NORTON Rode Litter Faukland Voolverton ... Hawkeridge 13 Heywood Laverton Chewton Mendie aington Kilmeridon Hardington Bratton Lullington Chatlen -Rudge Beckington abcrough Chilcompton Buckland Dinham WESTBURY 1 sel Stratton on the Fosse Westbury Leigh Oldford Green Ore Holcombe Berkley Dilton Mursh Great Elm 1200 Curney Slade Nettlebridge Coleford Vobster Binegar Mells FROME Whatley Upton Scudamon Chapmanslade Leigh upon Mendip Qukhill est Horrington East Horrington Stole St Michael Chantry Corsley note

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Ninney

Tytherington

Trudoshill

West Woodlands

Downhead

Dean East Cranmote Leighton

WARMINSTER Crockerton

Gérsley Heath

Norton Bayant



11

5 Barnfield Close Swindon, Wiltshire, SN2 2DP *Guide Price £120,000+ Plus Fees

2 Bedroom cottage close to the town centre. In need of modernisation with scope for extension to the rear or loft conversion (stp). Rear garden and off road parking.



Situation and Description

This Victorian 2 bedroom end-terrace house is located on the edge of Rodbourne close 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.

This house is in need of some modernisation and updating. There is scope for a loft conversion or extension to the rear (subject to planning).

The garden is currently overgrown but has been laid to lawn historically.

The property is being sold with the current tenants in situ. A copy of the tenancy agreement will be made available via the auctioneers.

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

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

Note

The adjoining development site is being offered as Lot 12. The buyer of this cottage will have to remove the existing first floor Box Room and create 2 parking spaces to the front within 6 months of completion to comply with the planning consent.

Accommodation (as proposed)

Ground Floor

Entrance Hall Cloakroom with wash hand basin and W.C. Kitchen/Breakfast Room with floor units and wall cupboards. Living/Dining Room with doors to outside.

First Floor

Landing Bedroom 1 Bedroom 2 Bathroom with bath, wash hand basin and W.C.

Directions

At Bruce Street Bridges Roundabout take the first exit onto Great Western Way, continue until the next roundabout and take the first exit onto Barnfield Close. The property is located on the right.

To arrange a viewing, contact: Swindon Office **01793 683 144**

Development Site at Barnfield Close Swindon, Wiltshire, SN2 2DP *Guide Price £,130,000+ Plus Fees

12

Development site in a popular location with consent to demolish the garages and erect a pair of semi-detached 3 bedroom houses with internal floor areas of about 1,424ft² (132m²) each.



Situation and Description

This development site is situated on the edge of Rodbourne close to local amenities. Rodbourne is situated close to Swindon Town Centre offering a wide variety of amenities and local schooling. 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.

Planning consent for the demolition of existing garages and erection of a pair of semi-detached dwellings was granted by Swindon Borough Council on the 16th August 2019 under Application No. S/18/2038. The approved plans show each house has an **internal floor area of about 1,424ft² (132m²)** and comprises on the Ground Floor an Entrance Hall, Cloakroom, Open Plan Living/Dining Room and Kitchen. On the First Floor will be 3 Bedrooms and a Bathroom.

There is ample external space for a good garden and parking for each property.

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

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

Once built, each house should achieve a rental income of about $\pounds 850$ per calendar month which equates to about $\pounds 10,200$ per annum.

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

Directions

At Bruce Street Bridges roundabout take the first exit onto Great Western Way, continue until the next roundabout and take the first exit onto Barnfield Close. The development site is located on the right.

To arrange a viewing, contact: Swindon Office **01793 683 144**



Rural barn conversion with consent for 3 dwellings. Each with gardens and parking. Overall internal floor area of about 4,600ft² (427.5m²). Backs onto farmland with attractive views.



Situation and Description

This barn conversion opportunity is situated in a semi-rural location with a smattering of nearby residential properties. Located between the villages of Bremhill and East Tytherton, both of which are highly sought after picturesque Wiltshire villages with nearby amenities to include Church, village hall and public house.

The nearby towns of Chippenham and Calne offer a comprehensive range of shopping and leisure amenities while the larger centres of Bath and Swindon are within 20 miles. Mainline railway links to London Paddington are available from Chippenham station and there is good access to the M4 motorway.

The agricultural barn which sits on the edge of a former farmyard has had Prior Approval for Change of Use to 3 Dwellings granted by Wiltshire Council under Application No: 18/07765/PNCOU on the 14th September 2018.

The approved plans provide for;

Barn 1 with an *internal floor area of about 2,000ft² (186m²)* and comprising Entrance Hall, open plan Kitchen/Dining/Living Room, Utility Room, Reception Room, Master Bedroom with En Suite, Guest Bedroom with En Suite, 2 further Bedrooms, Bathroom and Cloakroom.

Barns 2 & 3 each with an *internal floor area of about 1,300ft² (121.5m²)* and comprising Entrance Hall, Kitchen/Dining, Living Room, Utility Room, Study, Master Bedroom with En Suite, 2 further Bedrooms, Bathroom and Cloakroom. Outside there will be ample parking with a new access created from the village road. The dwellings will have gardens immediately to the rear and further paddock land is also included.

The extent of the site is shown edged red for identification purposes only on the aerial photograph and extends to **about 0.59 acre** in total.

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

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

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

99 Lansdown Road Swindon, Wiltshire, SN1 3ND ***Guide Price £270,000+ Plus Fees**

14

Residential investment opportunity with 5 bedsits and a garden flat. Close to Old Town, town centre and amenities. Potential income of about £,33,800 per annum. Parking space.



Situation and Description

This terraced property is situated in a convenient position in an established residential area within close proximity to Old Town, the town centre and local amenities.

Swindon is one of the fastest expanding towns in the South West and offers residents a wide variety of shopping, leisure and employment opportunities coupled with excellent access to the surrounding areas via the A419 and M4 motorway plus the mainline train station with direct links to London and Bristol.

The property which has double glazing and gas central heating and is in generally good order throughout.

Externally there is a parking area for one vehicle to the rear. To the front is a small walled garden area.

If let as a HMO with 5 bedsitting rooms plus the garden flat, there is a **potential** gross income of about £33,800 per annum.

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

Accommodation

Ground Floor

Entrance Hall with staircase off. *Room 1* with en-suite shower room to include; shower cubicle, wash hand basin and W.C.

Room 2 with en-suite shower room to include; shower cubicle, wash hand basin and W.C.

Kitchen/Dining Room with floor units and wall cupboards.

First Floor

Landing with staircase off. *Room 3* with en-suite shower room to

include; shower cubicle, wash hand basin and W.C.

Room 4 with en-suite shower room to include; shower cubicle, wash hand basin and W.C.

Room 5 with en-suite shower room to include; shower cubicle, wash hand basin and W.C.

Second Floor

Room 6 with built-in wardrobe and ensuite shower room to include; shower cubicle, wash hand basin and W.C.

Garden Flat

Open Plan Kitchen/Living Room with floor units and wall cupboards. *Bedroom Shower Room* with shower cubicle, wash hand basin and W.C.

Energy Performance Certificate (EPC): Rating Band D

To arrange a viewing, contact: Swindon Office **01793 683 144**

15

13 Sidmouth Street Devizes, Wiltshire, SN10 1LD *Guide Price £195,000+ Plus Fees

Town centre investment opportunity comprising tenanted retail shop and three vacant flats with courtyard to the rear. Potential rental income of about \pounds 24,500 per annum.



Situation and Description

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

The property occupies a prominent trading location with frontage onto Sidmouth Street and is conveniently situated within a short distance of The Brittox and The Market Place. Nearby retailers include Sainsburys, Marks & Spencer Foodhall, Iceland, Costa, Boots, and Walter Rose & Sons Butchers. 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. The ground floor retail shop has been let to TaxAssist Accountants since 2010 with the current lease being for 3 years commencing 20th August 2015 with a **rent of £6,500 per annum**.

There is a separate access at the rear which leads to three apartments. There is also a rear courtyard.

The apartments are all in need of modernisation however in good order they would be ideal for rental with a potential combined income of about $\pounds 18,000$ per annum.

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

Accommodation

Ground Floor Shop Premises

With a frontage of about 12'6" (3.81) and a depth of about 18' (5.49) to give a net retail area of about 200ft² (18.60m²). *Basement* area about 210ft² (19.43m²) including a Kitchenette and W.C.

Studio Apartment

With its own entrance door and comprising; Kitchen/Breakfast Room, Lounge/Bedroom, Shower Room.

First Floor

1 Bedroom Flat With Entrance Hall, Bedroom, Lounge/Kitchen, Shower Room.

Second Floor

1 Bedroom Flat With Entrance Hall, Bedroom, Lounge/Kitchen, Shower Room.

To arrange a viewing, contact: Devizes Office **01380 723 451**

Broadwell Leigh, White Street Market Lavington, Devizes, Wiltshire, SN10 4DP *Guide Price £,270,000+ Plus Fees

16

Attractive 3 bedroom semi-detached cottage situated close to the village centre and in need of modernisation. Spacious accommodation with potential to extend (stp). About 0.27 acre.



Situation and Description

This Grade II listed 3 bedroom cottage is situated just off the High Street in the heart of this popular village close to the Post Office and village stores. Market Lavington is a large village on the edge of Salisbury Plain about 6 miles south of Devizes. There are a wide range of local amenities to include a hairdressers, butchers, chemist, doctors surgery, junior and senior schools and public houses.

The cottage which has oil fired heating offers good sized accommodation with many period features however requires modernisation. There is scope for extending the property making full use of the fantastic garden to the rear.

There is ample driveway parking, leading to a tandem garage/workshop. Behind this is a long enclosed garden mainly laid to lawn with fruit trees and bushes. The property extends in total to **about 0.27 acre**.

Accommodation

Ground Floor

Entrance Hall 12'8"(max)x12'7" (3.86x3.82) with shelving and staircase off.

Living Room 17'7"x11'11" (5.36x3.62) with feature fireplace, exposed beams and bay window.

Dining Room 17'10"x11'10" (5.43x3.61) with fireplace, bay window and staircase off.

Kitchen 17'10"x9'3" (5.43x2.82) with floor units and wall cupboards, door to outside. *Cloakroom* with wash hand basin and W.C.

Study with separate entrance door from outside.

First Floor

Landing Bedroom 1 18'6"x11'8" (5.64x3.55) with built in cupboard. Bedroom 2 10'7"x10'4" (3.23x3.15) with built in cupboard and wash hand basin. Bathroom with bath with shower over, wash hand basin and W.C. Accessed via the Entrance Hall Bedroom 3 20'2"x14'1" (6.15x4.29) with exposed beams and wash hand basin.

Directions

From Devizes proceed on A360 Salisbury road and continue through the village of Potterne. After about 2 miles turn left at the crossroads towards Market Lavington. Follow the road into the centre of the village and then turn right just before the Post Office into White Street. The cottage is on the left.

To arrange a viewing, contact: Devizes Office **01380 723 451**

17

3 Farleigh Place Devizes, Wiltshire, SN10 2AD ***Guide Price £,130,000+ Plus Fees**

2 Bedroom terraced cottage in a convenient location close to the town centre and local amenities. In need of modernisation and updating. Rear garden with patio and lawn.



Situation and Description

This 2 bedroom terraced cottage is situated close to the town centre and other local amenities. The market town of Devizes has many amenities including a wide range of shopping and entertainment facilities, a leisure centre and primary and secondary schools. The larger centres of Swindon, Bath and Sailsbury are within easy reach.

The property which is now in need of modernisation and updating has gas central heating and double glazed windows.

There is a garden laid mainly to lawn, with a patio seating area to the rear and a small courtyard to the front of the property. In good order the house would have an estimated rental value of about $\pounds 650$ per calendar month equating to **about** $\pounds 7,800$ per annum.

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

Directions

Leave Devizes on the A361 Bath Road and after passing the Esso petrol filling station on your left. The property is on the left after a short distance.

Accommodation

Ground Floor

Entrance Porch Sitting/Dining Room 21'7"(max) x12'(max) (6.58x3.65) with fireplace, staircase off. Kitchen 10'1"x'7" (3.08x2.00) with floor units and wall cupboards. Rear Lobby with doors to outside.

First Floor

Landing Bedroom 1 12'1"x12' (3.68x3.65) Bedroom 2 10'1"x6'7" (3.08x2.00) Bathroom with bath, wash hand basin and W.C.

To arrange a viewing, contact: Devizes Office **01380 723 451**

63 Rowden Road Chippenham, Wiltshire, SN15 2AX *Guide Price £,195,000+ Plus Fees

18

Detached bungalow set in popular residential area requiring modernisation. Enclosed rear garden, driveway parking and garage. Scope to extend or loft conversion (subject to planning).



Situation and Description

This detached bungalow is situated in a sought after residential area close to local amenities. 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 property which has gas central heading and double glazing is now in need of modernisation throughout. There is scope to extend to the rear or to do a loft conversion (subject to planning).

The rear garden is currently divided into two areas, a patio seating area and larger vegetable patch. To the side is off road parking leading to a single garage with a gravelled area to the front

The property would make an ideal investment and in good order the house

would have an estimated rental value of about \pounds 900 per calendar month equating to **about £10,800 per annum**.

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

Accommodation

Entrance Hall Sitting Room 14'11"x12' (4.55x3.67) with fireplace. Kitchen 12'7"x7'5" (3.84x2.27) with floor units and wall cupboards. Bedroom 1 12'x11' (3.67x3.35) Bedroom 2 9'11"x8'11" (3.03x2.72) Bedroom 3/Dining Room 8'11"x7' (2.72x2.14) with built-in cupboards. Bathroom with bath, wash hand basin and W.C. Boiler cupboard. Lean-to Garden Room

Directions

Leave Chippenham town centre on the A4 in the Bath direction and onto Rowden Hill. Proceed past the hospital and down the hill. Turn left into Rowden Road and continue up the hill. The property is along on the left.

To arrange a viewing, contact: Chippenham Office **01249 652 717**



Residential investment opportunity. Converted period property comprising 6 flats. For modernisation with potential income of about \pounds 26,880pa. Pleasant rear garden with stores.



Situation and Description

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

Church Walk is located off Canon Square which is arguably one of the most sought after locations in Melksham with a beautiful array of older cottages and large period houses.

The property has been sub-divided into 6 flats. They benefit from mains gas which is located in the cellar and share a communal entrance hall. There is an attached store to the rear of the building which could be converted to a further flat (stp). The mature garden is laid mainly to

lawn with mature shrub borders with two stores.

The flats which are in need of modernisation would be ideal for investment with a current income of between about $\pounds 320$ pcm for the studio flats to $\pounds 600$ pcm for the larger 1 bedroom flat. In total this could give a potential rental income **in the region of** $\pounds 26,880$ per annum.

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

Directions

From the Market Place, proceed along the High Street turn left into Church Street and continue into Canon Square. Take the right turn into Church Walk. The property is located towards the end of the lane on the right.

Accommodation

Ground Floor

Communal Entrance Hall with staircase off. *Flat 2* 1 bedroom with kitchen and bathroom. *Flat 3* studio with kitchen area and bathroom.

First Floor

Landing with staircase off. *Flat 4* 1 bedroom with kitchen and bathroom. *Flat 5* studio with kitchen area and bathroom.

Second Floor

Landing Flat 6 studio with kitchen area and bathroom. *Flat 7* 1 bedroom with kitchen and bathroom.

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

To arrange a viewing, contact: Corsham Office **01249 712 039**

Development Site at 43 New Park Street Devizes, Wiltshire, SN10 1DT *Guide Price £,195,000+ Plus Fees

Extensive former public house close to town centre with consent to convert into 5 x 2 bedroom apartments and a studio apartment. Garden and parking to the rear.



Situation and Description

This extensive Grade II listed former public house is situated in a prominent position close to the centre of town. Devizes is an attractive and expanding market town with a wide range of shopping, leisure and entertainment facilities and schooling. There is a large weekly market and the Kennet and Avon canal runs through the town.

The former public house has had various uses over recent years most recently as an antique shop. It is arranged over 3 floors plus a basement and ancillary storage accommodation at the rear.

There is gas central heating, rear garden and parking area with access over the adjoining garage forecourt.

The extent of the site is shown coloured pink for identification purposes only on the plan. Full planning consent for residential conversion into 6 apartments comprising 5x2 bedrooms and 1 studio was granted by Wiltshire Council under Applicant No 17/02205/LBC and 17/01587/FUL on 18th July 2017.

The approved plans provide for;

Basement

Plant Room

Ground Floor

Communal Entrance Hall Apartment 1 with 2 bedrooms, living room, kitchen and a shower room. Apartment 2 with 2 bedrooms, living room, kitchen and a shower room.

First Floor

Communal Landing Apartment 3(Studio) with open plan living, kitchen and bedroom with a separate bathroom. *Apartment 4* with 2 bedrooms, living room, kitchen and a shower room.

Second Floor

Apartment 5 with 2 bedrooms, living room, kitchen and a shower room.

Mews Apartment with 2 bedrooms, living room, kitchen and a shower room.

20

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

Directions

From the Market Place proceed on Northgate Street and at the roundabout turn right into New Park Street and the property is along on the left.

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

To arrange a viewing, contact: Devizes Office **01380 723 451**

21

128 Ferndale Road Swindon, Wiltshire, SN2 1EY *Guide Price £135,000+ Plus Fees

3 Bedroom house with potential for conversion into flats or used as a HMO (subject to consents). In need of modernisation throughout. Former garage and garden. Close to local amenities.



Situation and Description

This 3 bedroom end-terrace house is situated in the Gorse Hill area of Swindon just over 1 mile north of the town centre and mainline train station. There is an excellent selection of local amenities and shops nearby on Cricklade Road with good road links to the centre of Swindon and the surrounding area.

The house which is in need of complete modernisation and updating throughout has gas central heating and some double glazing. To the rear of the property is an enclosed courtyard garden leading to the garage which could be taken down to provide off road parking.

There is scope for conversion to 2 residential flats or it could possibly be converted to a HMO (subject to consents).

In its current configuration, the property would be ideal for investment with a potential income in good order of about \pounds 850 per calendar month which equates to **about £10,200 per annum.**

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

Accommodation

Ground Floor

Entrance Hall

Sitting Room 14'x10'3" (4.27x3.11) with bay window and fireplace. Family Room/Study 14'x10'3" (4.27x3.13) with understairs cupboard. Dining Room 14'x11'2" (4.27x3.39) with fireplace. Kitchen 11'1"x7'10" (3.38x2.38) with floor units and storage cupboard. Shower Room with shower tray and W.C.

First Floor

Landing Bedroom 1 14'1"x10'1" (4.28x3.07) with built-in wardrobe. Bedroom 2 11'3"x10'4" (3.42x3.15) with access to attic room. Bedroom 3 8'7"x6'8" (2.61x2.04) Bathroom with cupboard wash hand basin bath and W.C.

Directions

From Swindon town centre proceed towards the railway station on Station Road and at the end of the road turn left under the railway bridge onto Corporation Street. Take the first exit at the roundabout and at the next roundabout take the third exit onto Whitehouse Road. Continue on this road for a short distance and take the second right onto Ferndale Road. The property is along on the left.

To arrange a viewing, contact: Swindon Office **01793 683 144**
37–38 Fleet Street Swindon, Wiltshire, SN1 1RE ***Guide Price ∠230,000+ Plus Fees**

22

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



Situation and Description

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

Swindon is one of the fastest expanding towns in the South West and offers residents a wide variety of shopping, leisure and employment opportunities coupled with excellent access to the surrounding areas via the A419 and M4 motorway plus the mainline train station with direct links to London and Bristol.

The property which is arranged over two floors has been used for many years as a nightclub with bar and function rooms. Externally there is a small service yard to the rear providing off road parking for one car. There are many potential uses for the property including re-opening as a nightclub, potential restaurant or even conversion to residential subject to relevant planning permissions.

The property still benefits from an alcohol license until 4am.

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

Directions

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

Accommodation (as existing)

Ground Floor

Entrance 8'4"x7'9" (2.54x2.36) Function Room 47'3"(max) x34'6"(max) (14.40x10.51) with bar area measuring about 23'3"x6'5" (7.08x1.95) Rear Hallway with door to outside and staircase off. Gents W.C. 20'8"x6' (6.29x1.82) Inner Lobby Beer Cellar 14'1"(max) x12'(max) (4.29x3.65)

First Floor

Function Room 43'5"(max) x34'11"(max) (13.23x10.64) L-shaped with bar area. Anteroom 22'8"x9'9"(max) 5'8"(min) (6.90x2.97>1.72) Lounge 22'10"x9'7" (6.95x2.92) Rear Landing Ladies W.C. Staff W.C.

To arrange a viewing, contact: Swindon Office **01793 683 144** *Please refer to the important notice with regards to guide price and reserve prices

23

153 London Road Chippenham, Wiltshire, SN15 3AN ***Guide Price** *£*,40,000+ Plus Fees

Fire damaged house in need of complete renovation located in a residential area towards the outskirts of town. Slightly elevated from the road and close to local amenities.



Situation and Description

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

The property was damaged by fire and has been derelict since 2013, prior to this the property was condemned in 2010. We understand the house provided a living room, dining room and kitchen on the ground floor and 3 bedrooms and a bathroom on the first floor. It appears that the building has a **footprint of about 42'x24' (13x7.3).** There appear to have been garden areas with a small group of block-built sheds/stores to one side. There is no onsite parking.

The extent of the site is shown coloured pink for identification purposes only on plan and has a **frontage to London Road of about 120ft (36.5m).**

An informal opinion is that the property will probably require planning consent to re-build and as it is with-in the town's development boundary this should be forthcoming. However it is advised that all interested parties source their own independent advice on planning.

There is also the possibility that rather than one dwelling it may be possible to obtain a consent for a terrace of smaller properties (subject to planning).

Directions

From the Market Place proceed out of the town towards Calne along The Causeway and continue straight over the roundabout onto London Road. The house is along on the right.

Viewing Note

The property has been registered as a dangerous structure and due to the derelict nature of the building you will NOT be able to enter the site and inspect the property in full.

To arrange a viewing, contact: Chippenham Office **01249 652 717** *Please refer to the important notice with regards to guide price and reserve prices

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SWINDON

01793 683 144 swindon@strakers.co.uk Millgrove House, Redhouse Village Centre North Swindon, Wiltshire SN25 2FW



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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;

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

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

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

GLOSSARY

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

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.

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

Agreed completion date Subject to condition G9.3: (a) the date specified in the special conditions; or

(b) if no date is specified, 20 *business days* after the *contract date*. but if that date is not a business day the first subsequent business day.

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

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.

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* nvevancer'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 *selle*

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in

person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of

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

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

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

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the selfer'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

a 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.

A4.1 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 Are an ite special contains to original a description of the bit, it simply feel to the relevant lofnumber, you take the risk that the description contained in the *particular*s is incomplete or inaccurate, as the *particular*s 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

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

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer).

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).

(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

(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*

(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*

(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

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.

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

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

A6.1 Despite any special condition to the contrary the minimum deposit we accept is

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

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

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

G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but

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

G1.4 The lot is also sold subject to such of the following as may affect it, whether (a) The forth and subject to such that the forth and whether or not the yare 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;

£3,000 (or the total price, if less). A special condition may, however, require

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

This condition A5 applies to you if you make the successful bid for a lot

your responsibility to check that you have the correct version

or document.

A5 The contract

(c) pay the deposit.

A5.3 You must before leaving the auction:

(b) sign the sale memorandum on your behalf.

state if we accept any other form of payment.

A5.4 If vou do not we may either:

for breach of contract: or

A5.5 The deposit

conditions: and

the buyer's default.

and able to buy the lot.

a higher minimum deposit.

completion

GENERAL CONDITIONS OF SALE

otherwise with vacant possession on completion.

A6 Extra Auction Conduct Conditions

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

care and vou have no claim against us for any loss

A4 The particulars and other information

A3 Bidding and reserve prices

Documents

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

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

General conditions

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

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

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

Old arrears

Amears 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).

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, 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").

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 *buve*

AUCTION CONDUCT CONDITIONS

A1 Introductio

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 disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree

A2 Our role

the auction

A2.1 As agents for each seller we have authority to: (d) receive and hold deposits;

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

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

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

(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

(d) charges, notices, orders, restrictions, agreements and other matters relating to

town and country planning, highways or public health;

(f) outgoings and other liabilities; (g) any interest which overrides, within the meaning of the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer

would make, whether or not the buyer has made them; and (i) anything the *seller* does not and could not reasonably know about.

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

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

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

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

G1.9 The buyer buys with full knowledge of

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

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

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

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may

(b) is to be held as stakeholder unless the *auction conduct conditions* provide that it is to be held as agent for the seller

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

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

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 *buyers* or 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* (r) (subject to the rights of any deniation of other think party) had on total 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

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

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

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

and, where noted on the register, of all documents subject to which the lot is being

(c) If the *lot* is not registered land the *seller* is to give to the *buyer* within five *busin* days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the *buyer* the original or an examined copy of every years old) and must produce to the *buyer* the original or an examine copy or only y 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; (iii) evidence that all applicable stamp duty land tax relating to that application has

n 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 buver has no right to object to or make requisitions on any title information more than seven business days after that information has been given 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

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

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

G5. Transfer

G5.1 Unless a form of *transfer* is prescribed by the *special conditions*: (a) the *buyer* must supply a draft *transfer* to the seller at least ten *business days* (a) the outper must supply a that transfer to the seniar at neast teri business bars 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 transfe

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G7.4 If the seller fails to comply with a notice to complete the buyer may, without

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

G8. If the contract is brought to an end

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

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer nay 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 ndition 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 (b) enter into any authorised guarantee agreement properly required

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

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

G10. Interest and apportionments

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

G10.2 Subject to condition G11 the seller is not obliged to apportion or account for 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 outgoings are to be apportioned at actual completion date unless:

(b) the solar situation and outgoings are to be appointed at actual completion requiring (a) the object's liable to pay interest; and (b) the soller has given notice to the object and time up to completion requiring apportionment on the data from which interest becomes payable by the buyer, in which event income and outgoings are to be apportioned on the data from which interest becomes payable by the buyer.

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

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

(b) annual income and expenditure accrues at an equal daily rate assuming soc adys 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 moment is fearer. amount is know

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buver to pay for arrears

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

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

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

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

(b) pay them to the seller within five business days of receipt in cleared funds (plus

(c) or equest, at the cost of the *seller*, assign to the *seller* or as the *seller* may direct

the right to demand and sue for old arrears, such assignment to be in such form as the right to be had a due to *but areas*, Such assignment to be in such that a 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 surely from liability to pay *arrears* or accept a surrender of or forfeit any *tenancy* under which *arrears* are drain and

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

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

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

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

G12.3 The seller must consult the buyer on all management issues that would affect GLZ in the sene must construct the buyer of an intal application is based and would affect the buyer affect completion (such as, but not limited to, an application for licence; a rent review, a variation, surrender, agreement to surrender or proposed forfeiture a denarcy or a new tenancy or agreement to grant a new tenancy or 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

serier would not otherwise have, in which case the serier 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

(c) the *buver* is to indemnify the *seller* against all loss or liability the *seller* incurs

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

sed forfeiture of

G11.7 Part 3 of this condition G11 applies where the special conditions:

Part 3 Buyer not to pay for arrears

proceedings or forfeit the tenancy;

(a) so state: or (b) give no details of any arrears.

are due: and

G12. Management

policies pending completion

as the *seller* intends; and

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 "reni deposit deed" means the deed or other document under which the rent deposit is

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

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

selier to: (a) observe and perform the *seller's* covenants and conditions in the rent deposit deed and indemnify the *seller's* negrect of any breach; (b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant; and
 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* (a) is registered to with enter the sener's name of as a memory of the same with 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 IA7, 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

 (a) of the buyer's VAT registration;
 (b) that the buyer's VAT registration;
 (c) 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 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 banefit 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

615.6.1f, after completion, it is found that the sale or the *i*or is not a transfer or a gum concern then;
(a) the seller's conveyancer is to notify the *buyer's* conveyancer of that finding and provide a *i*\lambda Tinvoice in respect of the sale of the *lot*;
(b) the *buyer* must within five *business days* of receipt of the *V*\u00e4Tinvoice pay to the seller the *V*\u00e4T due; and
(c) it *V*\u00e4T 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.

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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 THPF

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

620.2 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 no 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 or completion.
(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees.

Employees after completion.

G21. Environmental

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

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

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

G22, 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: (a) so mote charge exponentials a transmoster can be charger, (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 (*arrears*) 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

623.1 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.

623.2 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 the of 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

623.6 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

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

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

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.

624.20 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

(c) use an reasonate encederule solution any proceedings of regolations for the renewal of the tenancy and the determination of any interminernal 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 selfer and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained

by completion the warranty must be assigned within five business days after the sent has been obtained

625.3 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

to the application.

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

G28. Notices and other communications

G28.2 A communication may be relied on if:

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

G271 This condition G271 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 il rights granted and reserved by the lease under which the *lot* is held are properly noted against the affected titles; and
(c) provide the selfer with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The *buyer* must at its own expense and as soon as practicable: (a) apply for registration of the transfer; (b) provide the *seller* with an official copy and title plan for the *buyer's* new title; and (c) join in any representations the *seller* may properly make to Land Registry relating

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.

(b) made electronically and personally acknowledged (automatic acknowledgement

given (as specified in the *sale memorandum*) by a postal service that offers normally to deliver mail the next following *business day.*

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

G28.4 A communication sent by a postal service that offers normally to deliver mail

the next following *business day* will be treated as received on the second *busine* day after it has been posted.

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

G29. Contracts (Rights of Third Parties) Act 1999

does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be

Memorandum of sale

October 2019

Lot Number							Buyer's Name(s)
Auction Date	D	D	Μ	Μ	Y	Y	
Property Address							Buyer's Address
Agreement Date	D	D	Μ	Μ	Y	Y	Buyer's Phone Number
Completion Date	D	D	Μ	Μ	Y	Υ	
Sale Price £ ,			,				Buyer's Solicitors Firm
Deposit \pounds ,			,				Buyer's Solicitors Contact Name
Balance £,			,				
Seller's Name(s)							Buyer's Solicitors Address
Seller's 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)

Design and artwork by: breadandhoneydesign.com Print by: realprintmanagement.co.uk



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