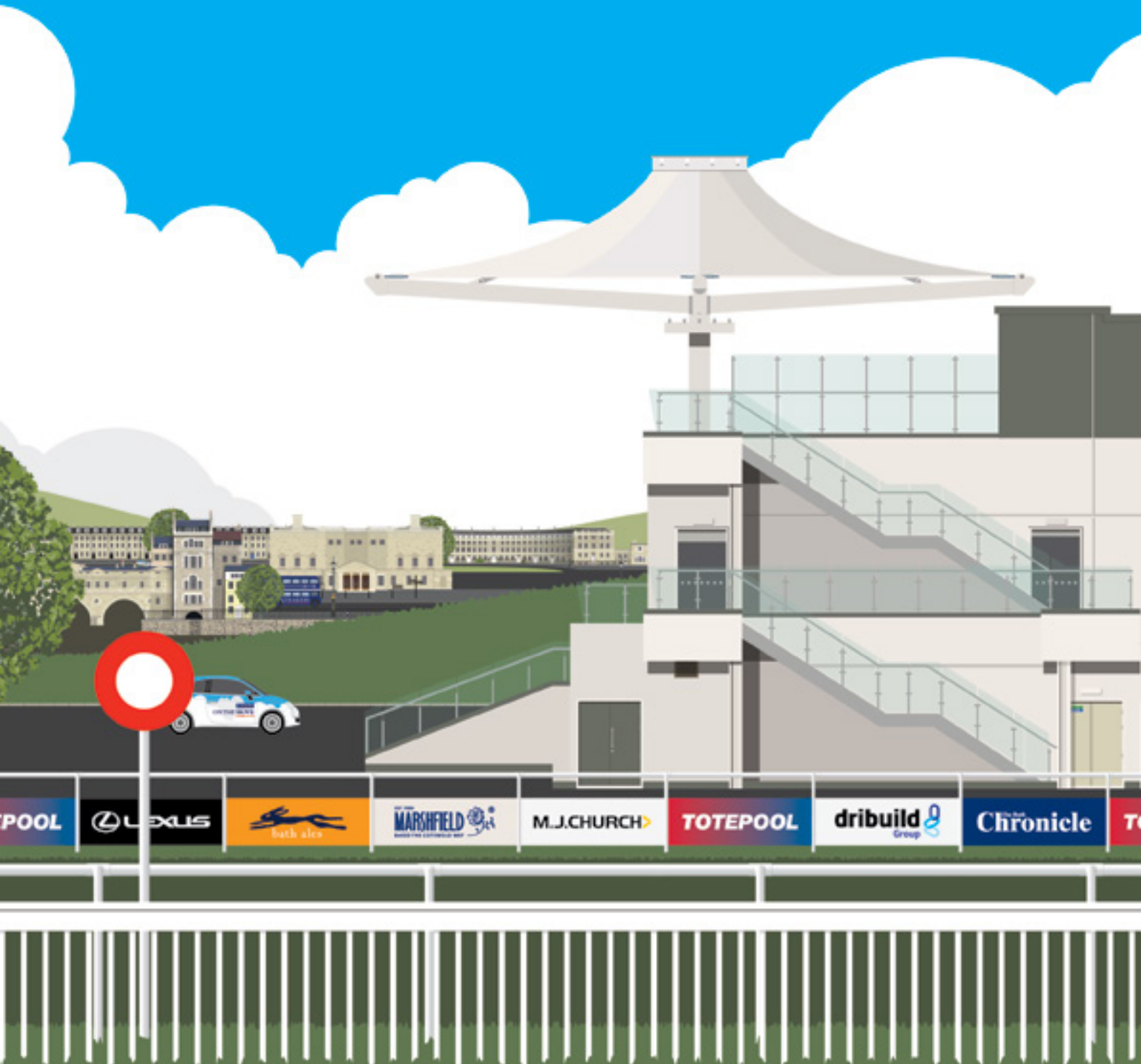


LAND AND PROPERTY AUCTIONS

STRAKERS

December 2019

Thursday 05 December 7pm
Bath Racecourse



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

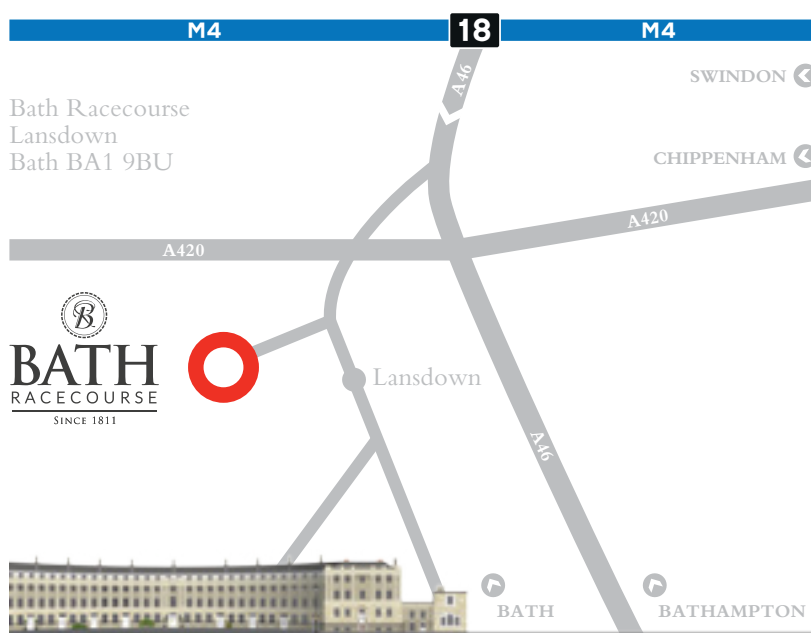


Welcome to Strakers final land & property auction of 2019, it has certainly been a year of ups and downs. Having to cancel an auction in March due to Brexit (the first leaving date) was a massive disappointment, however since then business has been good. Regardless of the political climate if we have the right stock at the right price there are still many buyers out there. Highlights in terms of sale price included a block of 10 flats in Melksham which made 61% over guide and sold at £670,000. Another was helping a local agent who had had 3 sales fall through on a property in Bath and with a client needing closure, we managed to help out and achieve a sale that exceeded all expectations.

I hope to see you on the 5th December at Bath Racecourse where we intend to finish the year on a high. Following that who knows what 2020 will bring but I for one say bring it on...

Charlie Doel MNAVA Director and Auctioneer

Getting to the venue



Meet the team



Charlie Doel MNAVA
Director and Auctioneer

charlie.doel@strakers.co.uk



Tori Lancaster-Gaye
Auction Negotiator

tori.lancaster-gaye@strakers.co.uk



Tom Alford
Auction Valuer

tom.alford@strakers.co.uk



Lizzie Hooper
Auction Administrator

lizzie.hooper@strakers.co.uk

Order of Sale

Thursday 05 December 2019 7pm **Bath Racecourse**

01	11 Springfield Buildings Chippenham, Wiltshire SN15 1LS	£120,000+	09	G1-G4 The Sun Mews, The Waterloo Cirencester, Gloucestershire GL7 2PZ	£100,000+
02	Pony Paddock at Littleton Drew Chippenham, Wiltshire SN14 7NA	£10,000+	10	46 Leylands Road Rudloe, Corsham, Wiltshire SN13 0NF	£90,000+
03	84 Parklands Malmesbury, Wiltshire SN16 0QJ	£100,000+	11	Lock House, Bath Road, The Marsh Hungerford, Berkshire RG17 0SN	£235,000+
04	161 Malmesbury Road Chippenham, Wiltshire SN15 5LP	£210,000+	12	99 Lansdown Road Swindon, Wiltshire SN1 3ND	£250,000+
05	14 Woodrow Road Melksham, Wiltshire SN12 7AY	£130,000+	13	Former School Building at Estcourt Street Devizes, Wiltshire SN10 1LW	£120,000+
06	Rowden House, Rowden Lane Bradford-on-Avon, Wiltshire BA15 2AB	£395,000+	14	The Estcourt Room, Estcourt Street Devizes, Wiltshire SN10 1LW	£50,000+
07	15 Berenger Close Swindon, Wiltshire SN3 1PB	£80,000+	15	57 Harford Street Trowbridge, Wiltshire BA14 7HJ	£130,000+
08	Brook House, 12 The Pitches Wroughton, Wiltshire SN4 0RU	£190,000+	16	Jessamine Cottage, The Folly Cold Ashton, Wiltshire SN14 8JR	£275,000+

BATH
RACECOURSE

NEXT MEETING

THURSDAY 05 DECEMBER

Results and Highlights

October 2019

Total sales £2,104,000

It was a busier than expected evening at The NSBRC. There were 15 Lots on offer on the night and about 45 registered buyers including a higher than usual number of remote bidders. There was a fairly jovial atmosphere in the room and as result the bidding was quick and purposeful. The garages at Corsham had 4 telephone bidders which is always interesting especially as you can guarantee one or two always seem to be a bid or two behind.

The Lot of evening however was without doubt the final one of the auction, a fire damaged house in Chippenham which has been waiting for this moment for about 10 years. Starting at £40,000 the bidding was frantic and we had three different bidders over £100,000 before I knocked the gavel down at £104,000. An excellent finish to a successful and enjoyable evening.

Charlie Doel MNAVA Director and Auctioneer



01	2 Avon Square Upavon, Pewsey SN9 6AD	£100,000+ £110,000	13	Barn Conversion at Wick Bridge Farm Wick Hill, Calne SN11 9LQ	£325,000+ Postponed
02	Building Plot adj 6 Eastfield West Lavington, Devizes SN10 4HW	£80,000+ £80,000	14	99 Lansdown Road Swindon SN1 3ND	£270,000+ Postponed
03	37 Sadlers Mead Chippenham SN15 3PB	£250,000+ Sold Prior	15	13 Sidmouth Street Devizes SN10 1LD	£195,000+ £208,000
04	19 & 19a Waylands Devizes SN10 3DN	£150,000+ £165,000	16	Broadwell Leigh, White Street Market Lavington, Devizes SN10 4DP	£270,000+ £297,000
05	First Floor at 5 Market Place Chippenham SN15 3HD	£200,000+ Postponed	17	3 Farleigh Place Devizes SN10 2AD	£130,000+ Available
06	Garages at Arnolds Mead Corsham SN13 0BN	£95,000+ £160,000	18	63 Rowden Road Chippenham SN15 2AX	£195,000+ £210,000
07	Garage at Cleveland Cottis Bath BA1 5UE	£70,000+ £75,000	19	28 Church Walk Melksham SN12 6LY	£190,000+ £248,000
08	118 High Street Royal Wootton Bassett SN4 7AU	£225,000+ £247,000	20	Development Site at 43 New Park Street Devizes SN10 1DT	£195,000+ £200,000
09	Building Plot adj 15 Westbury Road Edington, Westbury BA13 4QD	£140,000+ Postponed	21	128 Ferndale Road Swindon SN2 1EY	£135,000+ Postponed
10	The New Inn 25 New Road, Chippenham SN15 1HS	£130,000+ Available	22	37-38 Fleet Street Swindon SN1 1RE	£230,000+ Available
11	5 Barnfield Close Swindon SN2 2DP	£120,000+ Postponed	23	153 London Road Chippenham SN15 3AN	£40,000+ £104,000
12	Development Site at Barnfield Close Swindon SN2 2DP	£130,000+ Postponed			

In branch | Online
strakers.co.uk

STRAKERS

ON THE PAVEMENT

Five Star Service

I cannot recommend Strakers enough, the Auction Team have been so helpful, patient, kind and professional to us throughout the entire process. Tori has been an absolute star and has guided us through every detail to ensure that our sale was successful. I cannot thank you all enough.

SOLD £104,000



SOLD £297,000



LAND AND NEW HOMES

An exciting development of two unique properties to buy. Stylish and fully customisable detached four bedroom homes by award winning Erigo Developments.



Cherhill Near Calne
Guide Price **£435,000**

For more information, please contact:
Chippenham 01249 652 717
chippenham@strakers.co.uk

Strakers are delighted to present Park Place by Redcliffe Homes which offers a wide range of styles and prices, set within a countryside setting in Corsham.



Corsham
Prices from **£272,000**

For more information, please contact:
Corsham 01249 712 039
corsham@strakers.co.uk

DEVELOPMENT

Early Victorian Manor House with detached three storey c18th Century Malthouse, offering an ideal opportunity for restoration and further development (subject to planning).



Edington Near Devides
Guide Price **£900,000**

For more information, please contact:
Devides 01380 723 451
devides@strakers.co.uk



Ideal first time buyer or investor property, conveniently located a short walk from the town centre this one bedroom, Grade II listed maisonette is available for sale with no onward chain.



Trowbridge
Guide Price **£100,000**

For more information, please contact:
Corsham 01249 712 039
corsham@strakers.co.uk

A unique and high specification one bedroom apartment built as part of this simply stunning conversion of a Victorian Grade II Listed building.



Devizes
Guide Price **£122,500**

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

UNDER £125,000

Immaculately presented spacious one bedroom ground floor apartment complete with a modern fitted kitchen and allocated parking.



Swindon SN25
Guide Price £117,000

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

First floor, one double bedroom apartment with built in wardrobe. Central town location and close to Swindon train and bus stations.



Swindon SN1
Guide Price £112,000

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.

Arrange Finance

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

Consult a Surveyor

We would also recommend that you take professional advice from a chartered surveyor to make sure the property is structurally sound.

Consult a Solicitor

It is advisable that you consult a solicitor about the purchase. You will need to make all the usual enquiries and check whether VAT registration and election is applicable.

Auction Day

Contact the auctioneers prior to attending the auction to confirm your desired lot is still being offered. Allow sufficient time to get to the venue and park. Look out for any notices posted and listen carefully to the auctioneer's announcements.

Bidding

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

Bidding by Proxy or Telephone

You can make a telephone or proxy bid. This authorises the auctioneer to bid on your behalf up to a pre-set limit. Forms and conditions are available from the auctioneers' offices. A completed form and two cheques, one for the 10% deposit (minimum £3,000) and one for the buyer's administration fee are required to be at the auction office prior to the auction.

Successful Bid

When you buy a lot you will be approached by a member of Strakers staff and taken to the contract area to sign the memorandum of sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by bankers draft, building society cheque or personal cheque. Cash or card payments will not be accepted.

Buyers' Administration Fee

Purchasers will be required to pay by cheque, an administration fee of £600 including VAT on Lots sold for less than £99,999, or £1,200 including VAT on Lots sold for £100,000 and above in addition to the deposit. A VAT receipt can be issued upon request.

Completion

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

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

The particulars and other information

We have taken reasonable care to prepare particulars that correctly describe each lot. However the particulars are based on information supplied by or on behalf of the seller and we are not responsible for errors. The particulars are for your information but you must not solely rely on them. They do not form part of any contract between the seller and the buyer. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



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

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.

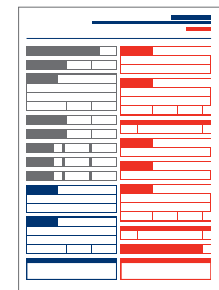
Proof of identification

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.



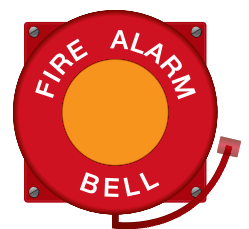
The contract

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
- HMRC Inland Revenue tax notification
- Firearms certificate
- Self-employed in the construction industry – tax exemption certificate with photograph of holder (forms C155, C156 or SC60)

List B - Evidence of address:

- Current UK photo card driving licence
- Current full UK driving licence (old version)
- Provisional driving licence
- Utility bill issued within the last 3 months
- Local authority tax bill (current year)
- Bank, building society or credit union statement
- Most recent mortgage statement from a UK lender

Please note that a driving licence can be used as evidence for either one or the other BUT NOT BOTH.

NON-UK PRIVATE INDIVIDUALS

You must provide one document from each list

List A - Identity documents:

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

List B - Evidence of address:

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

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

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

CORPORATE BODIES, (INCLUDING TRUSTS ETC.)

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

Part 5 of the Regulations states:

Corporate bodies: obligations

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

(a) information identifying:

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

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

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

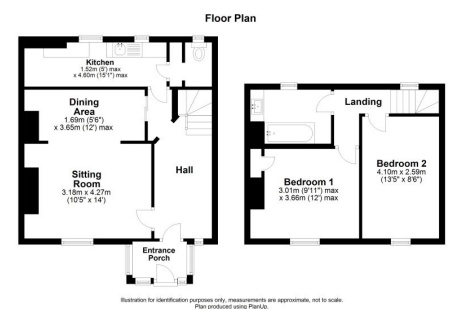
You are strongly advised to prepare in advance the necessary paperwork. This is especially important with the more complex corporate structures; it will take considerably longer to conduct our due diligence, as each layer of the structure needs to be carefully checked until we have eventually identified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

11 Springfield Buildings

Chippenham, Wiltshire, SN15 1LS

***Guide Price £120,000+ Plus Fees**

01



2 Bedroom terraced house in a convenient location close to the town centre and local amenities. The property is now in need of modernisation and has both a courtyard garden and further divorced garden.

The property would make an ideal investment and in good order the house would have an estimated rental value of about £625 per calendar month equating to **about £7,500 per annum.**

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

EPC Rating Band G

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call: 01249 652 717 or visit strakers.co.uk



Pony paddock about 1.1 acre situated close to the village. Open fronted barn about 524ft² (48.75m²) with possible development potential (subject to planning).

This small triangular parcel of land is situated in a rural position only a short walk from the village of Littleton Drew. The land has an established access from the road and **a long road frontage of about 560ft (170m)**.

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

84 Parklands

Malmesbury, Wiltshire, SN16 0QJ

***Guide Price £100,000+ Plus Fees**

03



3 Bedroom semi-detached house of non-traditional "Reema" construction. The property has good sized accommodation but is now in need of some modernisation. There is a garden to the front and an enclosed rear garden with an outbuilding.

There is space to create off road parking to the front and also extend to the rear (both subject to consent).

The property would be ideal for investors with an estimated rental income of £800pcm in good condition which equates to **about £9,600pa.**

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

EPC Rating Band F

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call: 01666 829 292 or visit strakers.co.uk



2/3 Bedroom semi-detached house in need of modernisation throughout. There is a good sized garden to the side with potential for extension or even a separate dwelling (subject to planning). A single garage and driveway are also to the side.

The property which has gas central heating and double glazing has good access to the M4 motorway and mainline railway station which provide access to Swindon, Bath, Bristol and London.

The property would make an ideal investment and in good order the house would have an estimated rental value of about £850 per calendar month equating to **about £10,200 per annum.**



Illustration for identification purposes only, measurements are approximate, not to scale.
Plan produced using PlanIt.

2 Bedroom semi-detached house close to the edge of town and local amenities. The property is now in need of modernisation throughout. Externally there is a front and side courtyard garden and a rear garden laid mainly to lawn.

The property benefits from double glazed windows and gas central heating.

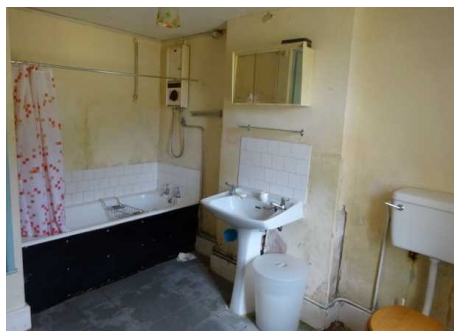
The property would make an ideal investment with an estimated rental value in good condition of £675 per calendar month which equates to **about £8,100 per annum**.

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

Rowden House, Rowden Lane

Bradford-on-Avon, Wiltshire, BA15 2AB

***Guide Price £395,000+ Plus Fees**



3 Bedroom detached house in a semi-rural position surrounded by farmland but still only a short walk to the town and local amenities. Whilst in need of renovation it offers great potential to extend to a larger family home (subject to planning).

There is a good sized garden, ample parking and an adjoining paddock. The whole property extends to **about 1.67 acre**.

EPC Rating Band F

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.



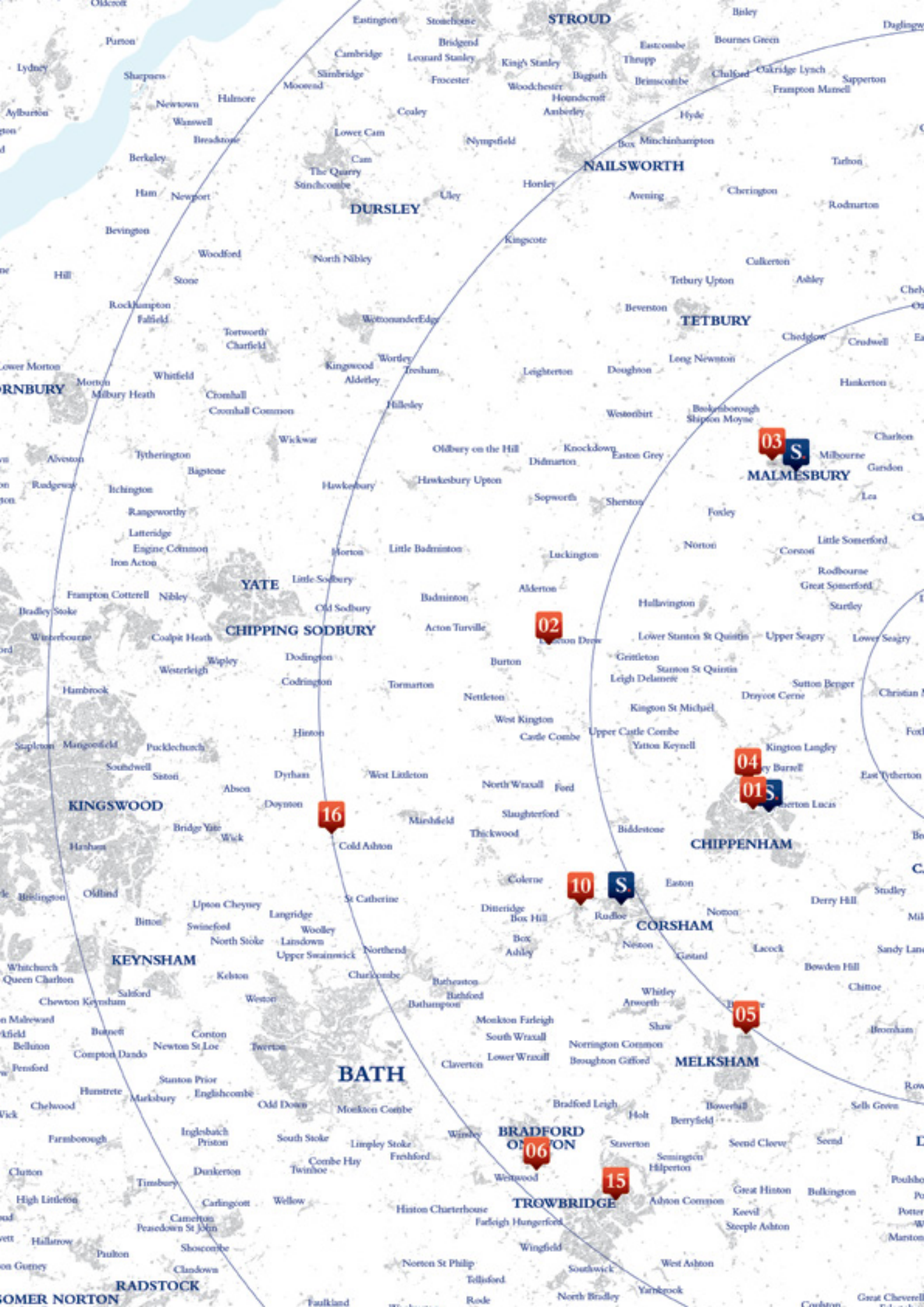
The stone built house which sits centrally at the front of the plot currently has versatile accommodation to include on the ground floor an Entrance Hall, Sitting Room, Dining Room, Kitchen and Bathroom on the first floor is a Landing and 3 Bedrooms.

The house requires modernisation and updating. There is space to extend the property to either the side or rear (subject to planning).

The house is accessed over a long driveway, which itself is located off a track leading to just one further dwelling and some stables. There is ample parking plus a double garage to the front.

At the rear is a good sized garden which is laid to lawn with some mature shrubs and trees.

Adjoining the garden is an enclosed level paddock which would make an ideal pony paddock with scope for stables/field shelters. The paddock itself measures **about 1 acre** and the whole property is shown edged red for identification purposes only on the aerial photograph.



STROUD

NAILSWORTH

DURSLEY

TETBURY

03 S
MALMESBURY

YATE
CHIPPING SODBURY

02

04
01 S

KINGSWOOD

16

CHIPPENHAM

10 S

CORSHAM

KEYNSHAM

05

MELKSHAM

BATH

06
BRADFORD
ON AVON

15

TROWBRIDGE

RADSTOCK

GOMER NORTON



CIRENCESTER

FAIRFORD

LECHLADE ON THAMES

FARINGDON

CRICKLADE

HIGHWORTH

SWINDON

ROYAL WOOTTON BASSETT

MARLBOROUGH

HUNGERFORD

DEVIZES

09

S

12
07

08

13/14

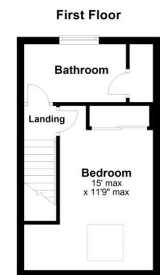
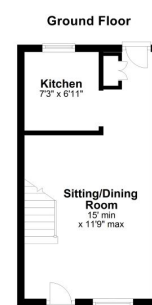
11

07

15 Berenger Close

Swindon, Wiltshire, SN3 1PB

***Guide Price £80,000+ Plus Fees**



1 Bedroom mid-terrace house in need of modernisation with an enclosed rear garden close to the centre of Old Town. Ideal investment property with allocated parking space. It is believed that there is structural movement at the property.

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

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

EPC Rating Band D

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call:

01793 683 144 or visit strakers.co.uk

Brook House, 12 The Pitches

Wroughton, Swindon, Wiltshire, SN4 0RU

*Guide Price **£190,000+ Plus Fees**

08



5 Bedroom detached cottage in a sought after part of old Wroughton. In need of renovation following a fire, the cottage has a driveway, parking area and double garage. With a well established garden the property extends in total to **about 0.33 acre**.

The Grade II listed cottage is predominantly brick built and had a thatched roof. It had only recently been renovated and we understand from Swindon Borough Council the planning consent is still applicable and no new consent is required.

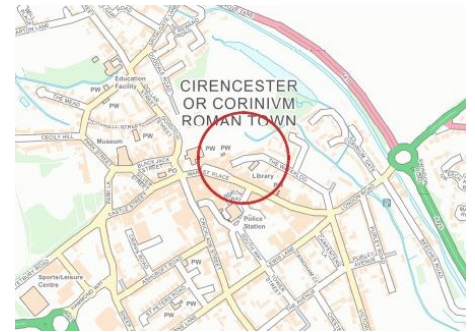
Copies of all planning documentation and photos of the cottage in its former glory are available from the Auctioneers website.

EPC Rating Band N/A

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call:

01793 683 144 or visit strakers.co.uk



Freehold retail investment comprising of four adjoining ground floor retail units just behind the Market Place in the town centre. Three of the units are vacant with the fourth let on a tenancy at will basis to a barber producing £7,824 per annum.

The upper floors provide three apartments which have been sold off on long leases producing a combined ground rent of £300 per annum.

The parade shares a W.C and the units have internal floor areas ranging from **about 86ft² (8m²)** to **about 387ft² (36m²)**.

Good opportunity to enhance the income if fully let.

46 Leylands Road

Rudloe, Corsham, Wiltshire, SN13 0NF

*Guide Price **£90,000+ Plus Fees**

10

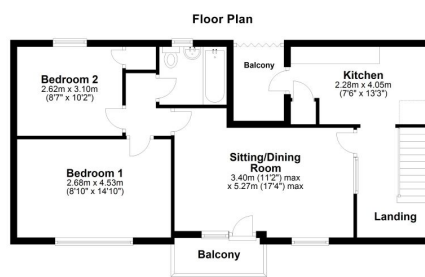
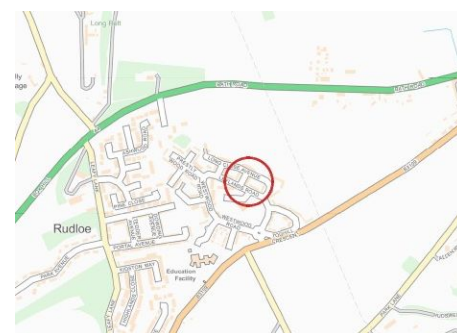


Illustration for identification purposes only, measurements are approximate, not to scale.
Plan produced using PlanItUp.



2 Bedroom first floor flat in need of modernisation. The flat has double glazing and gas central heating. There is a store area on the ground floor and communal external area. Further to this are two balcony areas.

The property would be ideal for investment with a potential income in good order of about £600 per calendar month which equates to **about £7,200 per annum.**

For further information on lettings and management please contact Corsham lettings on 01249 712 039.

EPC Rating Band C

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call:
01249 712 039 or visit strakers.co.uk

Lock House, Bath Road

The Marsh, Hungerford, Berkshire, RG17 0SN

***Guide Price £235,000+ Plus Fees**

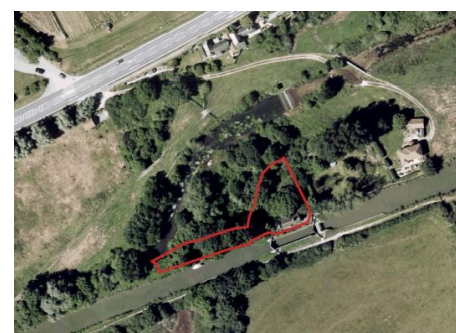


Detached canal side cottage situated in a rural position with views over the Kennet & Avon Canal, River Dunn and open countryside in an area of designated outstanding natural beauty adjoining the Hungerford Marsh Nature Reserve.

The cottage which requires renovation previously had consent to extend to the rear and has gardens extending to **about 0.36 acre**.

EPC Rating Band G

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.



The cottage which adjoins Cobblers Lock (No72) currently has 2/3 bedrooms with a sitting room, dining room and kitchen. There is also a lower ground floor providing a utility and store.

Consent had been granted in 2015 to extend the cottage to the rear to provide a house of about 1,585ft² (148m²) with some conditions discharged in 2016.

There is a long garden alongside the canal which stretches down to the crossing with the River Dun and there is a private rear garden backing on to a wooded copse. The extent of the property is shown edged red on the aerial photograph and extends in total to **about 0.36 acre**.

Whilst there is not a permanent vehicular access to the property a licence has been granted by Hungerford and Town Moor for vehicles to access the property to

enable the building work. Copies of this correspondence will be available in the legal pack.

Viewing Note

There is limited parking when viewing the property and viewers are advised to take care crossing the A4 if they park at the Farm Shop.



Residential investment opportunity with 5 bedsits and a garden flat. The property is situated close to Old Town, the town centre and local amenities. The property is currently part let but has a potential income of about £33,800 per annum.

The property which is in generally good order throughout has double glazing, a parking space to the rear and a small walled garden area to the front.

Each room benefits from an en-suite facility. Further to this is a communal kitchen/dining room.

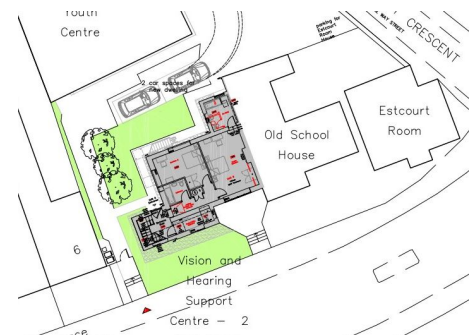
For further information on lettings and management please contact Swindon lettings on 01793 683 144.

Former School Building at Estcourt Street

Devizes, Wiltshire, SN10 1LW

***Guide Price £120,000+ Plus Fees**

13



Attractive former school building with consent for conversion to a 2 bedroom house with an internal floor area of about 1,464ft² (136m²).

Front and rear gardens along with a rear access providing 2 parking spaces.

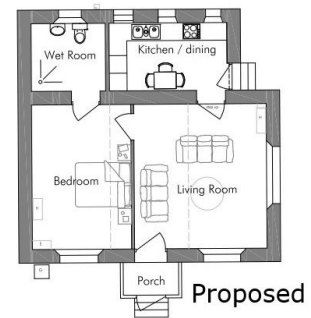
The Grade II listed semi-detached property which has many period features is only a short walk from the town centre and overlooks 'The Crammer' and adjoining park.

Planning consent was granted under 19/05062/FUL on 16th July 2019. The proposed accommodation comprises on the ground floor Entrance Hall, 2 Bedrooms and 2 Bathrooms. On the first floor a large open plan Living Area.

EPC Rating Band N/A

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call: 01380 723 451 or visit strakers.co.uk



Attractive former community hall with consent for conversion to a 1 bedroom dwelling with an internal floor area of about 487ft² (45.2m²).

Close to the town centre with a parking space to the rear.

The detached single storey building has period features both externally and internally. It has been used as a meeting room up until recently.

Planning consent was granted under 19/05061/FUL on 24th July 2019. The proposed accommodation comprises Kitchen, Living Room, Bedroom and Wet Room.

57 Harford Street

Trowbridge, Wiltshire, BA14 7HJ

*Guide Price **£130,000+ Plus Fees**

15



2 Bedroom house close to the town centre in need of some modernisation. Potential to create either 3 bedrooms or possibly a 4th in the attic (stp).

Rear courtyard garden with conservatory. Garage to the rear.

The house has benefited from some upgrading in recent years and has gas central heating, double glazing and a new roof. There are some original features to include fire places.

The property would suit first time buyers or investor with a potential rental income in good order of about £800 per calendar month which equates to **about £9,600 per annum.**

EPC Rating Band D

*Please refer to the AUCTION GUIDE with regards to guide and reserve prices.

For further details please call:

01249 765 200 or visit strakers.co.uk



2/3 Bedroom end of terrace cottage in a rural position. The property is in need of modernisation throughout. There is potential for extension to the side/rear. Externally the property sits in about 1.1 acres and has a range of outbuildings.

The property has a good sized attic space, one room of which has been used as a bedroom, and would benefit from conversion into further accommodation.

Although rural, the property has good access to the M4 motorway at junction 18.

The heritage City of Bath which has a wide range of shopping, leisure and cultural amenities is about 6 miles away.

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Chippenham, Wiltshire SN15 3HP

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Corsham, Wiltshire SN13 0HB

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6/7 Market Place
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MALMESBURY

01666 829 292

malmesbury@strakers.co.uk

53 High Street
Malmesbury, Wiltshire SN16 9AG

SWINDON

01793 683 144

swindon@strakers.co.uk

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



Common auction conditions *Edition 3*

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

INTRODUCTION

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

Glossary

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

Auction Conduct Conditions

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

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

Sale Conditions

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

IMPORTANT NOTICE

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

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

GLOSSARY

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

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the *auction* or the *contract date* (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

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

Addendum

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

Agreed completion date

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the *catalogue*.

Auction conduct conditions

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

Auctioneers

The auctioneers at the *auction*.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

The date of the *auction* or, if the *lot* is not sold at the *auction*:
(a) the date of the *sale memorandum* signed by both the *seller* and *buyer*; or
(b) if contracts are exchanged, the date of exchange. If exchange is not effected in

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The *auctioneers*.

You (and you)

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

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

GENERAL CONDITIONS OF SALE

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

G1 The lot

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

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

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

G1.4 The *lot* is also sold subject to such of the following as may affect it, whether they arise before or after the *contract date* and whether or not they are disclosed by the *seller* or are apparent from inspection of the *lot* or from the *documents*:
(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoing and other liabilities;
(g) any interest which overrides, within the meaning of the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and 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. Deposit

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

land registry to send the completed registration documents to the *buyer*.

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

G4.3 Unless otherwise stated in the *special conditions* the *seller* sells with full title guarantee except that (and the *transfer* shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the *buyer*; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the *lot* where the *lot* is leasehold property.

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

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

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

G5. Transfer

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

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

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

G6. Completion

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(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 affecting any other remedy the *buyer* has:

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

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

G9. Landlord's licence

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

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

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

G9.4 The *seller* must:

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

G9.5 The *buyer* must:

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

G12. Management

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

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

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

Common auction conditions *Edition 3*

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

- 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
- this *condition* G15 applies.

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

- is registered for VAT, either in the *seller's* name or as a member of the same VAT group; and
- 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:

- it is registered for VAT, either in the *buyer's* name or as a member of a VAT group; and
- 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*;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- it is not buying the *lot* as a nominee for another person.

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The *lot* is sold:

- in its condition at *completion*;
 - for such title as the *seller* may have; and
 - 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:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

- service charge expenditure attributable to each *tenancy*;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not been received;
- 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:

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The *seller* must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

- with the co-operation of the *seller* take immediate steps to substitute itself as a party to any proceedings;
- use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the *tenancy* and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- 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:

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

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

- hold the warranty on trust for the *buyer*; and
- 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 his terms or expose the *seller* to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

Memorandum of sale

December 2019

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

Agreement Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Completion Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Sale Price	£	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Deposit	£	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Balance	£	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Seller's Name(s)	<input type="text"/>
<input type="text"/>	
<input type="text"/>	

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

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

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

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

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

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

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

Signed as Agent (for the seller)	<input type="text"/>
<input type="text"/>	

Signed by the Buyer (or, on behalf of the buyer)	<input type="text"/>
<input type="text"/>	

ID Checklist (Office use only)	Photographic <input checked="" type="checkbox"/>	Address <input checked="" type="checkbox"/>	Negotiator <input type="text"/>
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