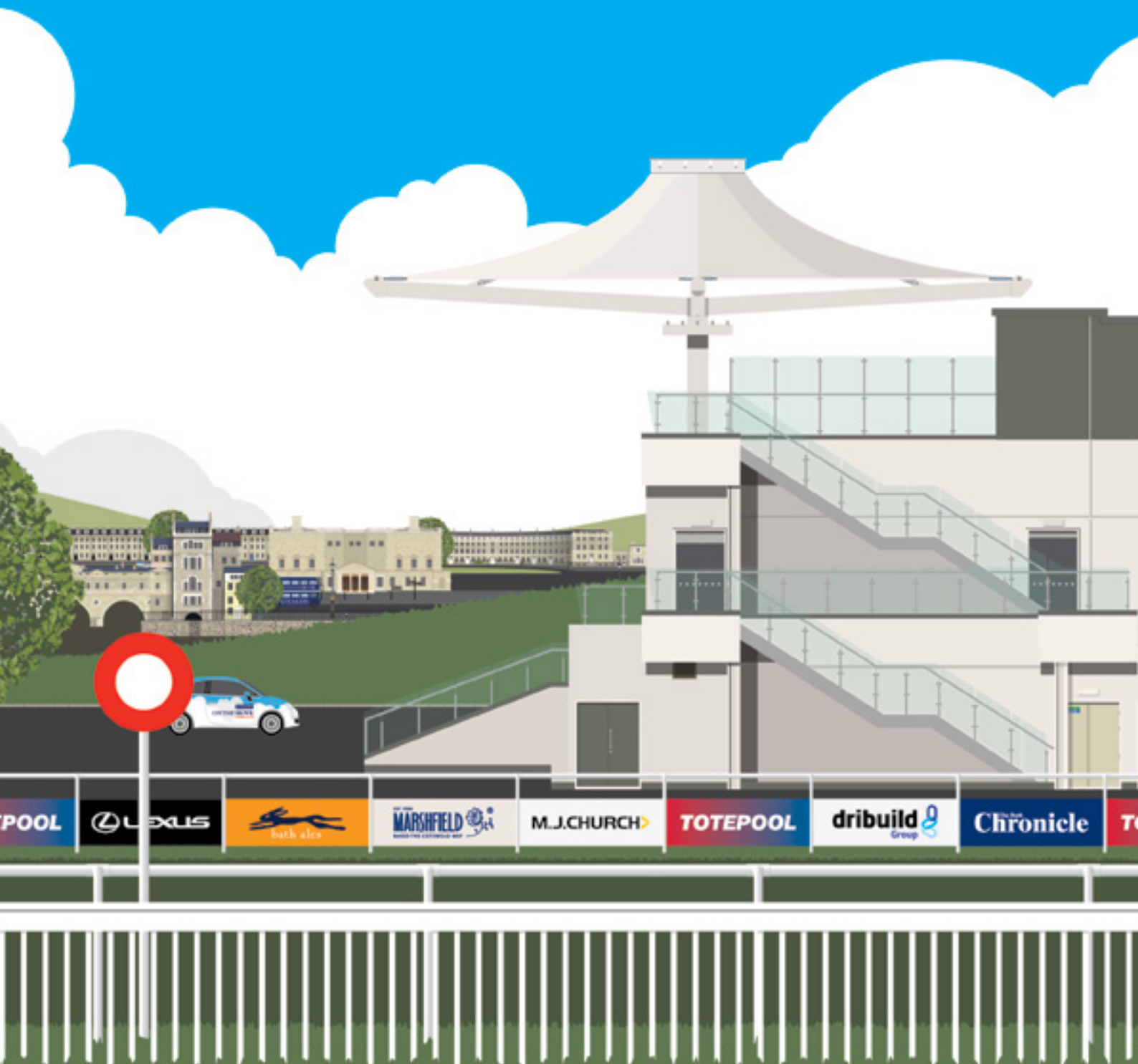


LAND AND PROPERTY AUCTIONS

STRAKERS

February 2020

Thursday 13 February 7pm
Bath Racecourse



Welcome

February 2020

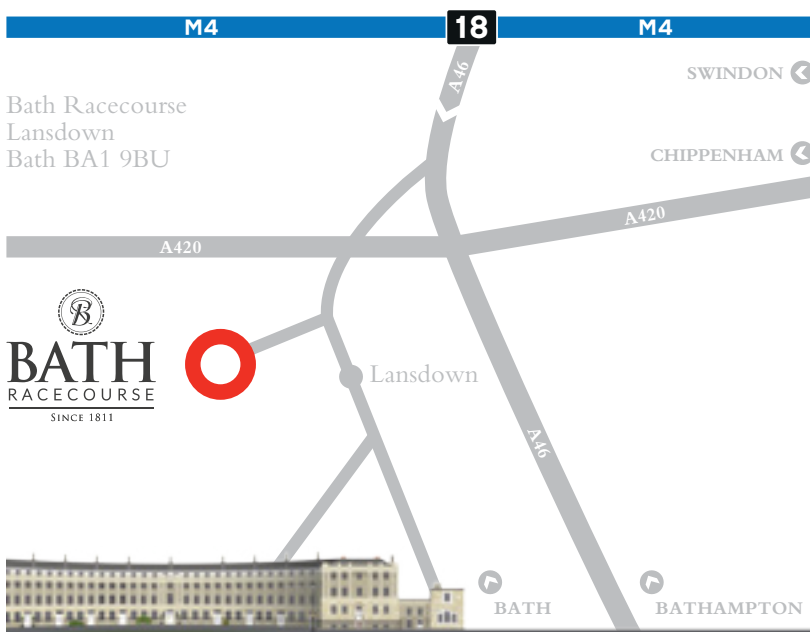


Welcome to Strakers first Land & Property sale of a new decade! Some of you would no doubt have seen the craze of 2010 photos compared to 2020 going around social media. This made me think about what has changed here with regards to Strakers auctions. Well aside from a fair few staff changes (I am still here however) surprisingly not much, the principle of providing interesting and well-priced stock in a simple format still seems to work. Who knows what the this year will bring, never mind the decade, however it has started far more positively than 2019 so I for one have my fingers crossed.

Tom has switched roles to our Chippenham branch which leaves us looking for an Auction Negotiator. If you know of anyone who could be interested, please do let me know. I hope to see you at Bath Racecourse on the 13th February or if not, at some point soon in the future.

Charlie Doel MNAVA Director and Auctioneer

Getting to the venue



Meet the team

Join our team!

We're recruiting for an Auction Negotiator



Charlie Doel MNAVA
Director and Auctioneer

charlie.doel@strakers.co.uk



Tori Lancaster-Gaye
Auction Negotiator

tori.lancaster-gaye@strakers.co.uk



Lizzie Hooper
Auction Administrator

lizzie.hooper@strakers.co.uk

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

01249 765 200
auctions@strakers.co.uk

strakers.co.uk
In branch | Online | On the move

Order of Sale

Thursday 13 February 2020 7pm **Bath Racecourse**

| | | | | | |
|-----------|---|-----------|-----------|--|-----------|
| 01 | 12 Lime Kiln Royal Wootton Bassett SN4 7HF | £140,000+ | 13 | Garages at Hillside Leigh, Swindon SN6 6RE | £40,000+ |
| 02 | Parcel of Land off High Street Norton St. Philip, Bath BA2 7LG | £20,000+ | 14 | 34 The Maltings Royal Wootton Bassett SN4 7EZ | £110,000+ |
| 03 | 11 Bridewell Street Devizes SN10 1NQ | £85,000+ | 15 | 5 Barnfield Close Swindon SN2 2DP | £120,000+ |
| 04 | Garages rear of Manor Road Chippenham SN14 0LQ | £45,000+ | 16 | Development Site at Barnfield Close Swindon SN2 2DP | £130,000+ |
| 05 | Garages at Whitegates Castle Combe, Chippenham SN14 7JW | £40,000+ | 17 | Garages at The Dene Ford, Chippenham SN14 8RR | £20,000+ |
| 06 | Funtington House 10 Tinhead Road, Edington BA13 4PH | £625,000+ | 18 | 14 Blenheim Court, Shakespeare Road Royal Wootton Bassett SN4 8HQ | £52,000+ |
| 07 | 56B High Street Dilton Marsh, Westbury BA13 4DY | £240,000+ | 19 | 46 Leylands Road Rudloe, Corsham SN13 0NF | Withdrawn |
| 08 | Garages at Westcroft Chippenham SN14 0LY | £50,000+ | 20 | Garages at Brunel Way Box, Corsham SN13 8LR | £80,000+ |
| 09 | 6 Avon Square Upavon, Pewsey SN9 6AD | £100,000+ | 21 | Former Public Convenience The Pippin, Calne SN11 8JQ | Withdrawn |
| 10 | 48 Shellards Road Longwell Green, Bristol BS30 9DU | £290,000+ | 22 | Building Plot adj 1 Jarvis Street Upavon, Pewsey SN9 6DU | £40,000+ |
| 11 | 20 Buttons Yard Warminster BA12 9NZ | £110,000+ | 23 | 4 Devizes Road Swindon SN1 4BJ | £140,000+ |
| 12 | Cemetery Lodge The Down, Trowbridge BA14 7NJ | £150,000+ | | | |

BATH
RACECOURSE

NEXT MEETING

THURSDAY 13 FEBRUARY

Results and Highlights

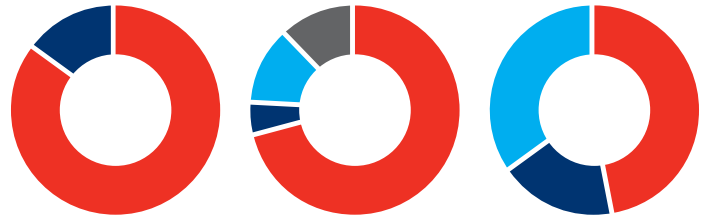
December 2019

Total sales £1,709,000

The final sale of 2019 was held at Bath Racecourse on a wet and windy Thursday night. Whilst it was pretty dismal outside, there was a buzz of excitement inside not least due to the former meeting room we were offering as Lot 14. This lot did prove to be the gem of the sale and you will see on the page opposite it sold for twice its guide price of £50,000+. I must admit whilst it is great to sell the higher value Lots, I always enjoy selling the cheaper and generally more fun properties.

A couple of the lots did not reach the reserve on the night, however both soon went under offer, so we should soon be able to claim a 100% sales record for the night which is fantastic considering the political in-decision at the time.

Charlie Doel MNAVA Director and Auctioneer



| | | | | | |
|-------------|-----|-----------------------------|-----|-----------|-----|
| Sold | 85% | Residential | 71% | Private | 47% |
| Under Offer | 15% | Commercial Development Land | 12% | Corporate | 18% |
| | | | | Probate | 35% |

| | | | | | |
|-----------|---|--------------------------|-----------|--|--------------------------|
| 01 | 11 Springfield Buildings Chippenham, Wiltshire SN15 1LS | £120,000+ £105,000 | 09 | G1-G4 The Sun Mews, The Waterloo Cirencester, Gloucestershire GL7 2PZ | £100,000+ Postponed |
| 02 | Pony Paddock at Littleton Drew Chippenham, Wiltshire SN14 7NA | £10,000+ Postponed | 10 | 46 Leylands Road Rudloe, Corsham, Wiltshire SN13 0NF | £90,000+ Postponed |
| 03 | 84 Parklands Malmesbury, Wiltshire SN16 0QJ | £100,000+ Sold Prior | 11 | Lock House, Bath Road, The Marsh Hungerford, Berkshire RG17 0SN | £235,000+ Postponed |
| 04 | 161 Malmesbury Road Chippenham, Wiltshire SN15 5LP | £210,000+ Under Offer | 12 | 99 Lansdown Road Swindon, Wiltshire SN1 3ND | £250,000+ Under Offer |
| 05 | 14 Woodrow Road Melksham, Wiltshire SN12 7AY | £110,000+ £112,000 | 13 | Former School Building at Estcourt Street Devizes, Wiltshire SN10 1LW | £120,000+ £150,000 |
| 06 | Rowden House, Rowden Lane Bradford-on-Avon, Wiltshire BA15 2AB | £395,000+ £436,000 | 14 | The Estcourt Room, Estcourt Street Devizes, Wiltshire SN10 1LW | £50,000+ £101,000 |
| 6a | Land at Rowden House, Rowden Lane Bradford-on-Avon, Wiltshire BA15 2AB | £50,000+ £50,000 | 15 | 57 Harford Street Trowbridge, Wiltshire BA14 7HJ | £130,000+ £133,000 |
| 07 | 15 Berenger Close Swindon, Wiltshire SN3 1PB | £80,000+ £102,000 | 16 | Jessamine Cottage, The Folly Cold Ashton, Wiltshire SN14 8JR | £275,000+ Sold Prior |
| 08 | Brook House, 12 The Pitches Wroughton, Wiltshire SN4 0RU | £190,000+ £200,000 | | | |

For live results, follow:
[@strakersworld](#)

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

In branch | Online
strakers.co.uk

STRAKERS

ON THE LIVE

Fast-track!

Strakers have been a good company to do business with resulting in property sales via auction that would, we believe, have taken a lot longer to sell under the normal estate agent route.

December 2019



SOLD BY AUCTION JUNE 2019



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

**RENOVATED AND FOR SALE WITH
OUR DEVIZES OFFICE GUIDE PRICE £168,500**



This house would be great for a first time buyer as well as investment buyers with a potential rental income of £650 per calendar month which equates to about £7,800 per annum.

APPOINTMENTS

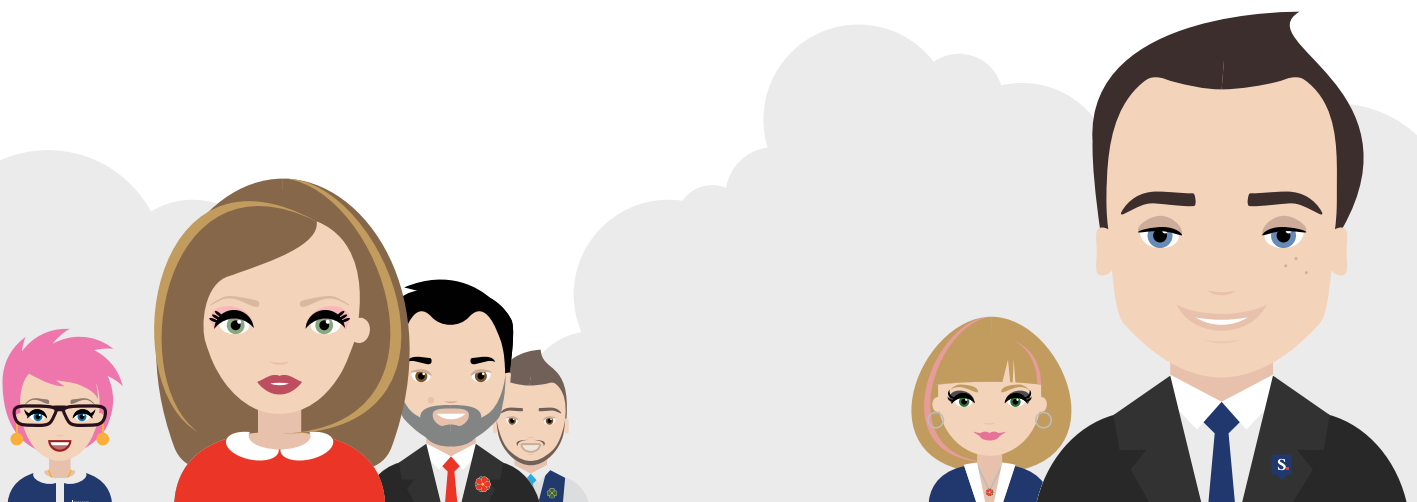
Mark Hulse Appointed Managing Director



At Strakers, we are delighted to announce the appointment of Mark Hulse as our new Managing Director. Mark takes the reigns from Antony Bulley who has stepped down after 20 successful years in the role. Antony has been instrumental in helping make Strakers the company it is today and we are delighted that he will continue to be involved and an important ambassador for the business going forward.

Mark joined Strakers in 2006 and worked his way up before being appointed to the Board of Directors in 2014. Passionate to ensure Strakers continue to provide their clients with an exceptional client experience, Mark and the Board appreciate that whilst the industry is ever changing, our service standards will not be compromised and we are firmly of the belief that in an increasingly complex housing market, high standards of customer service are key to delivering a straightforward and stress free move for our clients.

As we enter a new year, we are excited as a business about the year ahead. As a multi-disciplined business, there are initial signs of positivity around the housing market and we have a number of New Build Developments coming to the market over the coming months. There continues to be strong demand for properties to let and with a further seven Land and Property auctions booked for the year, it promises to be a busy one.



PROPERTY MAINTENANCE

Through our lettings and property management team we can organise works and provide competitive quotes for any maintenance services required either as a one off, regular or on a seasonal basis.

- ✓ Building works
- ✓ Kitchens and bathrooms
- ✓ Cleaning
- ✓ Clearance & waste
- ✓ Plumbing
- ✓ Repairs
- ✓ Landscaping
- ✓ Garden Maintenance

No job too big or too small...
just give us a call!



NEW HOMES

Nettlestead Court by Pars Developments is a lovely small development of six newly built three bedroom homes with far reaching farmland views set in the pretty village of Lechlade.



Lechlade

Prices from **£350,000**

For more information, please contact:
Swindon 01793 863 144
swindon@strakers.co.uk

An attractive development by Gaiger Bros Ltd of three and four bedroom homes in an idyllic location on the banks of the River Avon, enjoying stunning river and countryside views.



Malmesbury

Prices from **£375,000**

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

An exclusive gated development by renowned local developers Calibre Homes of a former farmyard, to include three barn conversions alongside three newly built homes.



Rowde Near Devizes
Prices from **£300,000**

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

This landmark Victorian former school has been converted by Ashford Homes into luxury apartments including a collection of highly individual two, three and four bedroom new homes.



Devizes
Prices from **£175,000**

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

CONVERSIONS

A former chapel refurbished to a high standard with open plan living and three/four double bedrooms, together with a good sized garden and driveway parking. Offered with no onward chain.



Broad Hinton
Guide Price **£485,000**

For more information, please contact:
Swindon 01793 863 144
swindon@strakers.co.uk



A former public house converted into two exceptional three bedroom family homes, each with a contemporary finish, a private south facing garden and two allocated parking spaces.



Market Lavington
Prices from **£285,000**

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

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.

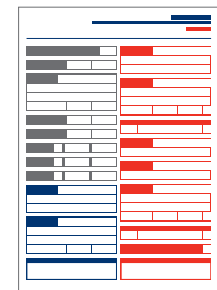
Proof of identification

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.



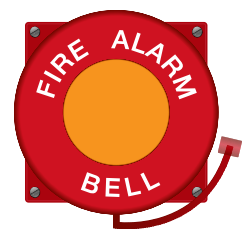
The contract

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.**

12 Lime Kiln

Royal Wootton Bassett, Wiltshire, SN4 7HF

***Guide Price £140,000+ Plus Fees**

01



3 Bedroom end-terrace house towards the end of a cul-de-sac position. In need of modernisation throughout. Garage.

Enclosed rear garden with further garden area to the front.

Spacious family house with 2 reception rooms, kitchen and store rooms on the ground floor. Three bedrooms and a family bathroom upstairs. Situated in a residential area within walking distance of the town centre.

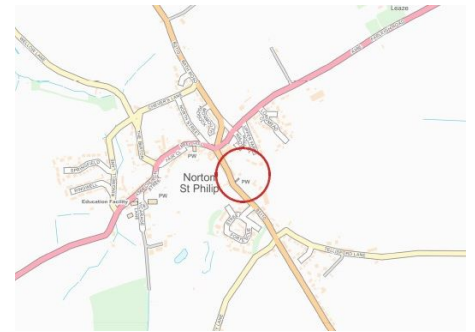
Renovated throughout, similar properties have been marketed for rent at about £850pcm or have been offered for sale at about £210,000.

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



Parcel of land including access drive in the heart of this popular village adjoining residential properties.

Previous applications for a dwelling have failed but it could have some future potential (subject to planning).

Aside from the garden land, the sale includes the driveway and some of the verges adjoining other properties. Excluding the access drive the land extends to **about 0.10 acre** and is shown edged red for identification purposes only on the aerial photo.

The photographs shown in the catalogue are historic and taken prior to the land becoming overgrown.

11 Bridewell Street

Devizes, Wiltshire, SN10 1NQ

***Guide Price £85,000+ Plus Fees**

03



1 Bedroom terraced cottage for modernisation only a short walk from the town centre. The cottage fronts on to the street and has a divorced enclosed garden to the rear.

Ideal buy to let property.

The Grade II listed cottage has had some works already carried out to include new gas boiler, new kitchen units and some plumbing, however it is still in need of further renovation.

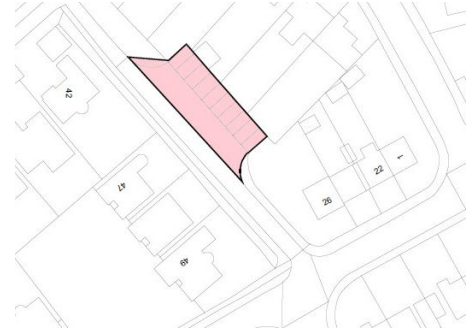
The accommodation comprises on the ground floor a sitting room and kitchen, on the first floor a landing, bedroom and bathroom. There is a staircase to an attic room and cloakroom.

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



Block of 10 garages in an established residential area with a lack of parking nearby.

Potential income of about £6,240 per annum based on a rent per garage of about £12 per week.

The garages are in a single rank with a forecourt area to the front, there is a good access from the road which then continues onto a footpath.

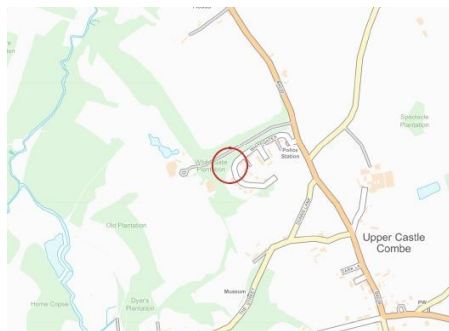
The land is shown coloured pink for identification purposes only on plan.

Garages at Whitegates

Castle Combe, Chippenham, Wiltshire, SN14 7JW

***Guide Price £40,000+ Plus Fees**

05



Block of 6 garages in an established residential area in this popular village.

Potential income of about **£3,744** per annum based on a rent per garage of **£12** per week.

The garages are situated in the heart of the estate but do back onto the golf course behind. It has a forecourt area which provides ample parking.

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

EPC Rating Band N/A

*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

Funtington House, 10 Tinhead Road

Edington, Westbury, Wiltshire, BA13 4PH

***Guide Price £625,000+ Plus Fees**



Victorian manor house with 4/5 bedrooms in need of modernisation. With a detached three storey malt house providing garaging and workshop space that has a wealth of possibilities for conversion (subject to planning).

The property which borders a field also has mature gardens to the rear and in total measures **about 0.52 acre**.

EPC Rating Band N/A

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



The Grade II listed house is situated in the heart of this desirable village in the foothills of Salisbury Plain which has a public house, farm shop and a post office.

Set back from the village road, it has spacious and versatile accommodation with 3 large reception rooms included on the ground floor. Upstairs there are 4/5 bedrooms, with the fifth currently laid out as a kitchenette. There is scope to re-configure the accommodation to suit a

modern living style (subject to planning). One of the attractions of the property is the abundance of features to include fireplaces and shuttered windows.

The c.18th century malt house aside from garaging and workshop space could be converted into ancillary accommodation either residential or work from home (all potential uses would be subject to planning).

There is a pretty walled garden to the front laid to lawn. To the rear are expansive and private garden areas to include another walled garden and an orchard area.

The extent of the whole property is shown edged red on the aerial photograph and extends in all to **about 0.52 acre.**

07

56B High Street
Dilton Marsh, Westbury, Wiltshire, BA13 4DY

***Guide Price £240,000+ Plus Fees**



Development opportunity comprising a 3 bedroom cottage for renovation and adjoining workshop with consent to convert to a dwelling under Application No 15/05541/FUL.

Garden area with space for parking.

The workshop has an internal floor area of about 1,147ft² (106m²) and it is understood all services are laid. The plans provide for entrance hall, living room, kitchen/diner, study, utility, cloakroom, master bedroom with en-suite, 2 further bedrooms and bathroom. Plus a small garden area to the front.

The cottage has scope for re-configuring the layout which at present has the living accommodation on the first floor.

EPC Rating Band F

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

For further details please call:

01380 723451 or visit strakers.co.uk

Garages at Westcroft

Chippenham, Wiltshire, SN14 0LY

*Guide Price **£50,000+ Plus Fees**

08



Block of 10 garages in an established residential area. Additional parcel of land and good sized forecourt.

Potential income of about **£6,240** per annum based on a rent per garage of **£12** per week.

There is scope to create further parking on the land and the extent of the land is shown coloured pink for identification purposes only on plan.

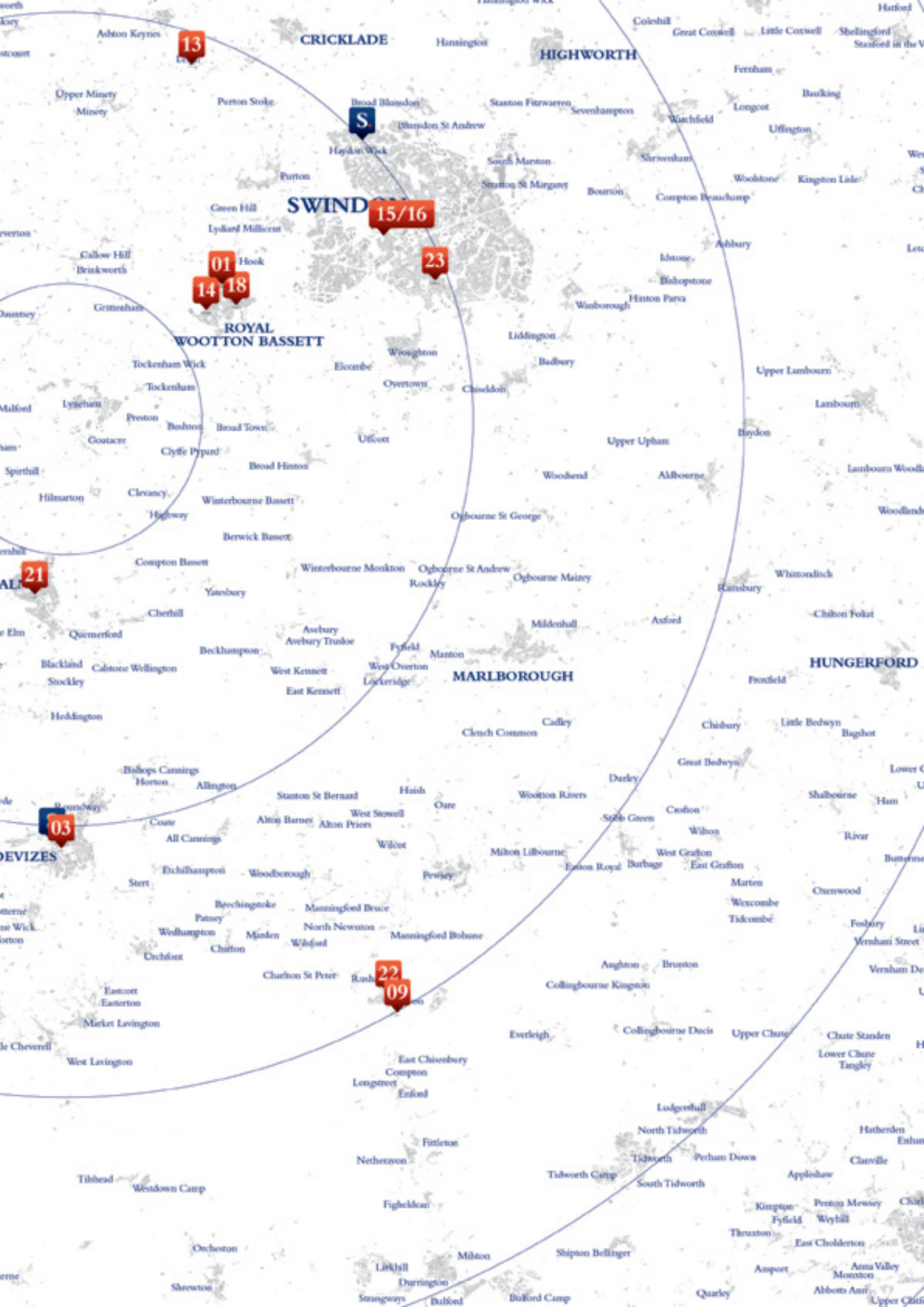
Also incorporating an electric substation the land measures **about 0.18 acre**.

EPC Rating Band N/A

*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





**ROYAL
WOOTTON BASSETT**

SWINDON

MARLBOROUGH

HUNGERFORD

CRICKLADE

HIGHWORTH

01
14
18

15/16

23

21

03

22
09

S

09

6 Avon Square

Upavon, Pewsey, Wiltshire, SN9 6AD

***Guide Price £100,000+ Plus Fees**



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

Ideal buy-to-let or first time buyer purchase.

The house has a small courtyard garden to the front and a larger garden to the rear. Internally aside from the two first floor bedrooms there is a living room, kitchen and bathroom.

A similar renovated house in the square sold for in the region of £175,000 recently and another is let for about £580 per calendar month £6,960 per annum.

EPC Rating Band E

*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

48 Shellards Road

Longwell Green, Bristol, BS30 9DU

*Guide Price £290,000+ Plus Fees

10



Large 4 bedroom semi-detached house. The property has undergone substantial renovation that requires finishing. A large extension was built to the side and rear to provide an internal floor area of about 2,300ft² (213m²).

On the ground floor a large hall, kitchen/dining room, W.C, spacious living room and a further reception room. On the first floor are 3 bedrooms and 2 bathrooms and on the second floor a bedroom and bathroom.

There is a long rear garden which is about 140ft (42.5m) in length with numerous outbuildings. There is space to park at the front and a vehicular access to the rear.

EPC Rating Band N/A

*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 Bedroom mid-terrace house situated close to the town centre. In need of some improvement and updating.

Ideal first time buy or buy to let purchase.

This fairly modern house is within walking distance of local amenities to include the train station. It has a spacious lounge with kitchen and a first floor bathroom. There is a rear garden with a pedestrian access and large shed. At the front is a courtyard garden and a parking space.

Similar 2 bedroom properties in good order achieve in the region of **£650pcm** which equates to **£7,800 per annum**.

Cemetery Lodge, The Down

Trowbridge, Wiltshire, BA14 7NJ

***Guide Price £150,000+ Plus Fees**

12



3 Bedroom detached lodge situated in a mature residential area and in need of modernisation.

The attractive Grade II Listed property has parking, garden areas and an outbuilding.

The lodge which will have a new 125 year lease and a peppercorn rent is located on the entrance to the town cemetery.

The lodge has many attractive features to include windows, fireplaces and stonework. It has an entrance hall, 2 reception rooms, kitchen, bathroom and 3 bedrooms.

There is a parking area to the rear and garden with a useful stone outbuilding.

EPC Rating Band N/A

*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



Two blocks comprising 11 garages in a semi-rural position close to residential properties.

Potential income of about **£6,864** per annum based on a rent per garage of **£12** per week.

The garages are split into ranks of 5 & 6 garages with additional parking areas with space to create further garages if required. There is also an extensive grassed area which could have future potential.

The site is shown edged red for identification on the aerial photograph and extends to **about 0.24 acre**. There is a sub-station at the rear which has a right of way across the garage site.

34 The Maltings

Royal Wootton Bassett, Wiltshire, SN4 7EZ

***Guide Price £110,000+ Plus Fees**

14



2 Bedroom ground floor flat
within walking distance of the town
centre and local amenities.

Also includes entrance porch, hall,
living room, kitchen and bathroom.
Outside is an allocated parking space.

The flat is in need of modernisation,
however in good order the flat could
achieve a rental income of about **£650
pcm which equates to £7,800 per
annum.**

The flat which has electric heating is held
on a long lease and further details on this
will be available in the legal pack.

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



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.

The property is being sold with the current tenants in situ. In good order the house would have an estimated rental value of about £725 per calendar month equating to **about £8,700 per annum**.

The buyer 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.

Development Site at Barnfield Close

Swindon, Wiltshire, SN2 2DP

***Guide Price £130,000+ Plus Fees**

16



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.

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 provide 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.

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



Block of 4 garages in a rural position but close to residential properties with a lack of parking nearby.

Potential income of about £2,496 per annum based on a rent per garage of £12 per week.

Adjoining the village road, there is ample forecourt for parking. There are however two accesses for the adjoining fields across the forecourt.

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

14 Blenheim Court, Shakespeare Road

Royal Wootton Bassett, Wiltshire, SN4 8HQ

***Guide Price £52,000+ Plus Fees**

18



First floor studio flat for investment. In need of some modernisation with potential to alter layout to create a 1 bedroom flat. About 329ft² (30.57m²).

There is ample parking in the area and open spaces around the building.

The flat is accessed off a carpeted communal area and has an attractive outlook over a communal garden space. The main living area and kitchen are open plan with a separate bathroom and storage space.

In good order similar studio flats in the building are being offered for rent at £475pcm which equates to £5,700pa or for sale at about £80,000.

EPC Rating Band TBC

*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

WITHDRAWN

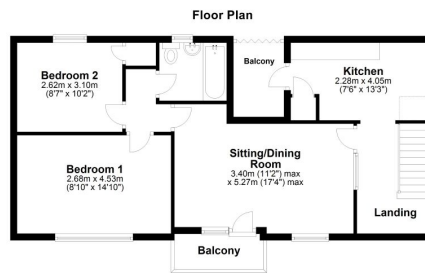


Illustration for identification purposes only, measurements are approximate, not to scale. Plan produced using Planitup.



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.

Garages at Brunel Way

Box, Corsham, Wiltshire, SN13 8LR

***Guide Price £80,000+ Plus Fees**

20



12 Garages in four blocks in an established residential area on the outskirts of this popular large village.

Potential income of about **£7,488** per annum based on a rent per garage of **£12** per week.

The garages are in blocks of 3 with a good sized forecourt area, there is also additional land which could have further potential (subject to consents).

The site is shown edged red for identification purposes only on the aerial photograph and extends to **about 0.49 acre**.

EPC Rating Band N/A

*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



Former public convenience situated in the heart of the town with future potential for a variety of uses subject to planning consent.

Grassed and paved areas of land to the front and side.

The detached single storey brick built building has an external floor area of about 690ft² (64m²) and has separate men and ladies sections.

It is located close to Sainsbury's, Dominoes, M&Co and the town centre parade.

The building sits at the rear of the site and the extent of the land is shown edged red on the aerial photo.

Building Plot adj 1 Jarvis Street

Upavon, Pewsey, Wiltshire, SN9 6DU

*Guide Price £45,000+ Plus Fees

22



Building plot with consent for the erection of a detached 2 bedroom house with garden and parking.

It has an internal floor area of about 938ft² (87.2m²) to also include a kitchen/diner and living room.

Consent was granted in January 2020 under Application No 18/12071/FUL and copies of the decision notice and plans are available from the auctioneers.

The extent of the plot is shown edged red for identification purposes only on the aerial photo.

There is Japanese Knotweed on the plot and copies of quotes to remove this are available from the auctioneers

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 building in a prominent location in the heart of Old Town. Fully let until 2023 and producing £13,000 per annum. There is an additional two storey building to the rear and there could be future residential potential (stp).

The main building has an overall internal floor area of about 2,230ft² (207m²) and comprises of a restaurant area, kitchen/prep area toilets on the ground floor. On the first floor is a large open plan room providing co-worker space as well as a cloakroom and kitchen.

The rear building comprises of ground floor storerooms and a suite of 3 rooms on the first floor. It extends to about 590ft² (55m²) overall.

LANDLORDS YOU'RE IN GOOD HANDS

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

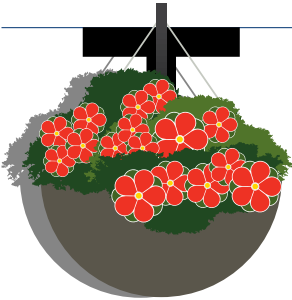
We offer varying levels of service from an introduction only to a full management service. With 600 properties currently being managed for our clients portfolios, you can trust us to look after your property.

To let your property talk to us today...



Notes

February 2020





WILTSHIRE'S LEADING PROPERTY NETWORK



In branch | Online | On the move

AUCTIONS

01249 765 200

auctions@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

COMMERCIAL

01380 723 451

devizes@strakers.co.uk

6/7 Market Place
Devizes, Wiltshire SN10 1HT

LAND AND NEW HOMES

07384 836 482

landandnewhomes@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

LETTINGS AND MANAGEMENT

01380 722 995

lettings@strakers.co.uk

First Floor, 6/7 Market Place
Devizes, Wiltshire SN10 1HT

CHIPPENHAM

01249 652 717

chippenham@strakers.co.uk

33/34 Market Place
Chippenham, Wiltshire SN15 3HP

CORSHAM

01249 712 039

corsham@strakers.co.uk

6 High Street
Corsham, Wiltshire SN13 0HB

DEVIZES

01380 723 451

devizes@strakers.co.uk

6/7 Market Place
Devizes, Wiltshire SN10 1HT

MALMESBURY

01666 829 292

malmesbury@strakers.co.uk

53 High Street
Malmesbury, Wiltshire SN16 9AG

SWINDON

01793 683 144

swindon@strakers.co.uk

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



Common auction conditions *Edition 3*

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

INTRODUCTION

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

Glossary

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

Auction Conduct Conditions

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

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

Sale Conditions

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

IMPORTANT NOTICE

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

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

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

GLOSSARY

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

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to *condition* G9.3:
(a) the date specified in the *special conditions*; or
(b) if no date is specified, 20 *business days* after the *contract date*; 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 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

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

- prepare the *catalogue* from information supplied by or on behalf of each *seller*;
- offer each *lot* for sale;
- sell each *lot*;
- receive and hold deposits;
- sign each *sale memorandum*; and
- 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:

- 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
- sign the *sale memorandum* on *your* behalf.

A5.5 The deposit:

- 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
- 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 on or objection to any of the documents that is made available before the auction.

(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.

(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry;

(ii) the documents accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the

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

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

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

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

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

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

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

G5. Transfer

G5.1 Unless a form of transfer is prescribed by the special conditions:

(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

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

- 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 *arrears*.

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

February 2020

| | | |
|------------|----------------------|----------------------|
| Lot Number | <input type="text"/> | <input type="text"/> |
|------------|----------------------|----------------------|

| | | | | | | |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Auction Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

| | |
|----------------------|----------------------|
| 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"/> |
|----------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

| | | | | | | |
|-----------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Completion Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|-----------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

| | | | | | | | |
|------------|---|----------------------|---|----------------------|----------------------|----------------------|----------------------|
| Sale Price | £ | <input type="text"/> | , | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|------------|---|----------------------|---|----------------------|----------------------|----------------------|----------------------|

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

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

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

| | |
|-------------------------|----------------------|
| Buyer's Solicitors Firm | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

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

| | |
|--|-------------------------------------|
| Buyer's Administration Fee (Office use only) | <input checked="" type="checkbox"/> |
|--|-------------------------------------|

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"/> | <input type="text"/> |

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



ENTRIES NOW BEING INVITED

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

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

