

# LAND AND PROPERTY AUCTIONS

**STRAKERS**

**April 2020**

Thursday 02 April 7pm  
**NSBRC Swindon**



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

**01249 765 200**  
auctions@strakers.co.uk

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

# Welcome

April 2020



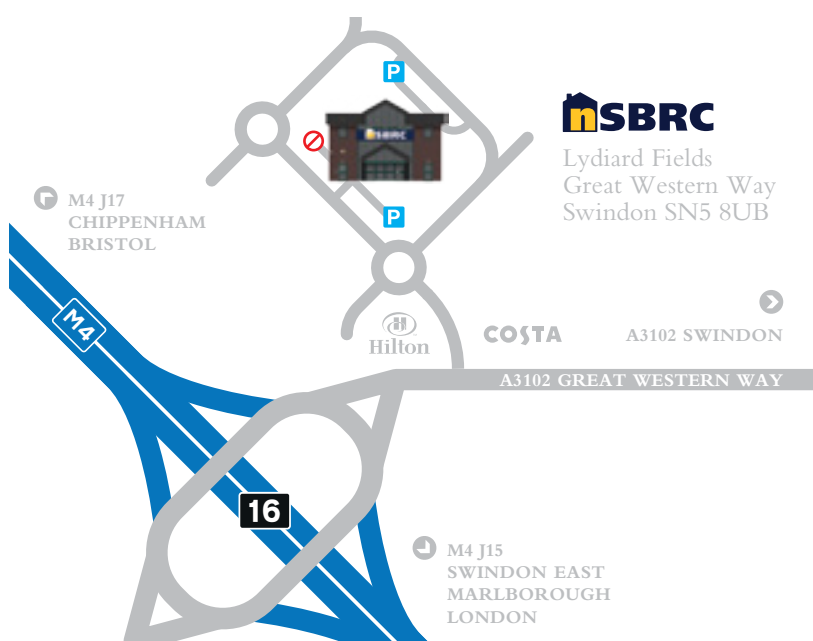
Welcome to Strakers April Land & Property auction catalogue. There is a little bit of everything included from a small parcel of land at £3,000 to houses for renovation at £300,000+.

I was pleased with the interest levels during the February auction and selling 19 out of the 20 lots has given us huge encouragement for the rest of the year. Some of the prices achieved were far in excess of expectations which also shows an improvement in the market.

I am also delighted to welcome Karen to the auction team. Having worked in New Homes sales, Karen is joining us a negotiator and will no doubt be speaking to you at some point.

**Charlie Doel** MNAVA  
Director and Auctioneer

## Getting to the venue



## Meet the team



**Charlie Doel** MNAVA  
Director and Auctioneer

[charlie.doel@strakers.co.uk](mailto:charlie.doel@strakers.co.uk)



**Tori Lancaster-Gaye**  
Auction Negotiator

[tori.lancaster-gaye@strakers.co.uk](mailto:tori.lancaster-gaye@strakers.co.uk)



**Lizzie Hooper**  
Auction Administrator

[lizzie.hooper@strakers.co.uk](mailto:lizzie.hooper@strakers.co.uk)

|           |  |           |           |   |           |
|-----------|--|-----------|-----------|---|-----------|
| <b>01</b> | Holy Trinity Church Room<br>Dursley Road, Heywood BA13 4LG | £15,000+  | <b>11</b> | 39 Farm Lane<br>Great Bedwyn SN8 3LU                              | £285,000+ |
| <b>02</b> | 25 Primrose Hill<br>Tockenham, Swindon SN4 7PG             | £150,000+ | <b>12</b> | Parcel of Land at Chestnut Green<br>Stowey Road, Clutton BS39 5TF | £3,000+   |
| <b>03</b> | 23 Garages at Newton Grove<br>Malmesbury SN16 0DS          | £120,000+ | <b>13</b> | 14 Little Down<br>Chippenham SN14 0DW                             | £120,000+ |
| <b>04</b> | Green Vine Cottage<br>Fittleton, Salisbury SP4 9QA         | £300,000+ | <b>14</b> | Flats 1-3, 52 Fleet Street<br>Swindon SN1 1RE                     | £150,000+ |
| <b>05</b> | 28 Milton Road<br>Swindon SN1 5JA                          | £240,000+ | <b>15</b> | 177 High Street<br>Royal Wootton Bassett SN4 7BT                  | £90,000+  |
| <b>06</b> | 39 Waiblingen Way<br>Devizes SN10 2BN                      | £105,000+ | <b>16</b> | 22B Calne Road<br>Lyneham SN15 4PS                                | £95,000+  |
| <b>07</b> | 32 Longleaze<br>Royal Wootton Bassett SN4 8AT              | £175,000+ | <b>17</b> | The Old Clift House<br>1 Langley Road, Chippenham SN15 1BP        | £235,000+ |
| <b>08</b> | 4 St. Marys Place<br>Chippenham SN15 1EN                   | £130,000+ | <b>18</b> | Garages at Whitegates<br>Castle Combe, Chippenham SN14 7JW        | £35,000+  |
| <b>09</b> | Carfield House<br>29 High Street, Cricklade SN6 6AB        | £295,000+ | <b>19</b> | 17 Blenheim Park<br>Melksham SN12 6TA                             | £170,000+ |
| <b>10</b> | 4 Avon Square<br>Upavon SN9 6AD                            | £100,000+ |           |   |           |



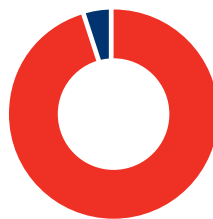
# Results and Highlights

February 2020

**Total sales** £2,764,000

I am delighted to say Strakers auctions 2020 have got off to a great start. We offered 20 Lots on the night and sold an impressive 19 to give a sales rate of 95%, a further Lot is under offer with two of the withdrawn lots hopefully going into our April sale. We had a number of garage sites which always help with the atmosphere and again generated some competitive bidding, all but one making over their anticipated sales price. My personal highlight was the sale of Funtington House, a house I myself would love to live in (once renovated that is!) having been on the market for a while, I was delighted to knock the gavel down at £650,000 and even more pleased to hear that the new owners will be taking an active part in the village community. It is always nice to finish on a high and 4 Devizes Road, Swindon certainly provided that more than doubling its guide of £140,000+ to sell at £294,000, two bidders from start to finish battled it out much to the delight of the sellers.

**Charlie Doel** MNAVA Director and Auctioneer

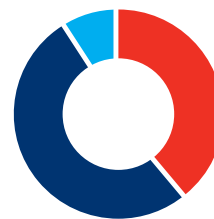


Sold  
Unsold

95%  
5%



Residential 52%  
Commercial 4%  
Development 9%  
Land/Garages 35%



Private 39%  
Corporate 52%  
Probate 9%

|           |   |                        |           |  |                         |
|-----------|---|------------------------|-----------|--|-------------------------|
| <b>01</b> | 12 Lime Kiln<br>Royal Wootton Bassett SN4 7HF                     | £140,000+<br>£170,000  | <b>13</b> | Garages at Hillside<br>Leigh, Swindon SN6 6RE                        | £40,000+<br>£74,000     |
| <b>02</b> | Parcel of Land off High Street<br>Norton St. Philip, Bath BA2 7LG | £20,000+<br>£60,000    | <b>14</b> | 34 The Maltings<br>Royal Wootton Bassett SN4 7EZ                     | £110,000+<br>£96,000    |
| <b>03</b> | 11 Bridewell Street<br>Devizes SN10 1NQ                           | £85,000+<br>£100,000   | <b>15</b> | 5 Barnfield Close<br>Swindon SN2 2DP                                 | £120,000+<br>£150,000   |
| <b>04</b> | Garages rear of Manor Road<br>Chippenham SN14 0LQ                 | £45,000+<br>£67,000    | <b>16</b> | Development Site at Barnfield Close<br>Swindon SN2 2DP               | £130,000+<br>£125,000   |
| <b>05</b> | Garages at Whitegates<br>Castle Combe, Chippenham SN14 7JW        | £40,000+<br>Available  | <b>17</b> | Garages at The Dene<br>Ford, Chippenham SN14 8RR                     | £20,000+<br>£34,000     |
| <b>06</b> | Funtington House<br>10 Tinhead Road, Edington BA13 4PH            | £625,000+<br>£650,000  | <b>18</b> | 14 Blenheim Court, Shakespeare Road<br>Royal Wootton Bassett SN4 8HQ | £52,000+<br>£67,000     |
| <b>07</b> | 56B High Street<br>Dilton Marsh, Westbury BA13 4DY                | £240,000+<br>£260,000  | <b>19</b> | 46 Leylands Road<br>Rudloe, Corsham SN13 0NF                         | £80,000+<br>Under Offer |
| <b>08</b> | Garages at Westcroft<br>Chippenham SN14 0LY                       | £50,000+<br>£68,000    | <b>20</b> | Garages at Brunel Way<br>Box, Corsham SN13 8LR                       | £80,000+<br>£80,000     |
| <b>09</b> | 6 Avon Square<br>Upavon, Pewsey SN9 6AD                           | £100,000+<br>£110,000  | <b>21</b> | Former Public Convenience<br>The Pippin, Calne SN11 8JQ              | £15,000+<br>May Auction |
| <b>10</b> | 48 Shellards Road<br>Longwell Green, Bristol BS30 9DU             | £290,000+<br>Postponed | <b>22</b> | Building Plot adj 1 Jarvis Street<br>Upavon, Pewsey SN9 6DU          | £40,000+<br>£67,500     |
| <b>11</b> | 20 Buttons Yard<br>Warminster BA12 9NZ                            | £110,000+<br>£145,500  | <b>23</b> | 4 Devizes Road<br>Swindon SN1 4BJ                                    | £140,000+<br>£294,000   |
| <b>12</b> | Cemetery Lodge<br>The Down, Trowbridge BA14 7NJ                   | £150,000+<br>£150,000  |           |  |                         |





## Five Star Service!

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

September 2019





**SOLD** BY AUCTION MAY 2019



**Development opportunity** comprising town centre ground floor office for conversion to 2x1 bedroom apartments each with courtyard gardens. Internal floor areas about 75m<sup>2</sup> and 58m<sup>2</sup>.

# CONVERTED AND **FOR SALE** WITH OUR DEVIZES OFFICE

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**10 Wicker Hill in Trowbridge** is now back on the market with our Devizes office as two newly converted one bedroom flats with guide prices £140,000 and £145,000.



# OUTBUILDINGS

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**A charming farmhouse** with glorious views, outbuildings and an annexe. Set down a lane on the edge of this popular village the property sits amidst its wonderful gardens and paddocks 2.09 acres.



**Bromham**  
Guide Price £799,950

For more information, please contact:  
Devizes 01380 723 451  
[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)





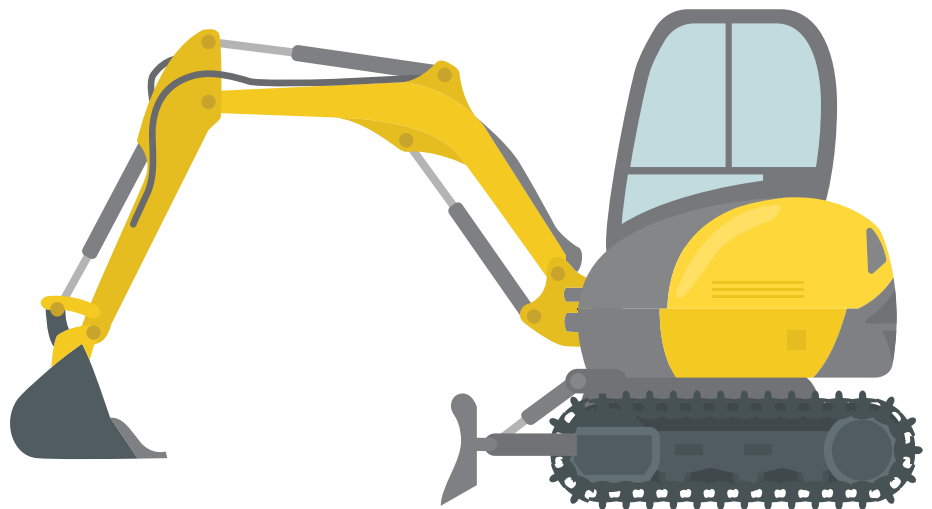
# LOOKING TO SELF-BUILD?

We have been asked on behalf of clients to seek interested parties for potential self-build opportunities in North Wiltshire, between Bath and Chippenham.

The proposed units will be detached with floor areas of about 1800 – 2000ft and represent a unique opportunity to build a home to your style and specification within a prescribed design code.

We anticipate further information being available within the next six months and in the event that planning is granted, we intend to go back to all interested parties with further information at that time.

To register your interest, please e-mail [mark.hulse@strakers.co.uk](mailto:mark.hulse@strakers.co.uk) with your name, address, telephone number and we will reply to confirm receipt.



# NEW HOMES

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**Reflections** is an iconic six bedroomed luxury contemporary home with a self-contained annex set in about two acres in a completely rural location.



**Easterton** Near Devizes  
Guide Price £1,500,000

For more information, please contact:  
Devizes 01380 723 451  
[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)

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**Barley House** is an impressive detached family home (c.1980ft<sup>2</sup>) with its own gated entrance. This individually designed property has a beautifully balanced and spacious interior with good reception space.



**Rowde** Near Devizes  
Guide Price £695,000

For more information, please contact:  
Devizes 01380 723 451  
[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)

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**Malt Barn** is a simply stunning three double bedroom barn conversion of approximately 1119ft<sup>2</sup> with a fabulous open plan vaulted living area and quality kitchen with a high spec finish.



**Rowde** Near Devizes  
Guide Price £425,000

For more information, please contact:  
Devizes 01380 723 451  
[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)

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**Rye House** is a handsome detached family home of 2001ft<sup>2</sup>. This individually designed property is beautifully balanced with a large open plan kitchen and four double bedrooms.



**Rowde** Near Devizes  
Guide Price £650,000

For more information, please contact:  
Devizes 01380 723 451  
[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)



# Auction process

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## 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](http://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.

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

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

**01249 765 200**  
[auctions@strakers.co.uk](mailto:auctions@strakers.co.uk)

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

## The particulars and other information

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



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

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

## Plans, maps and photographs

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



## Energy Performance Certificates

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



## \*Guide prices

Where guide prices or guide ranges are given then prices are not to be taken as an opinion of the value of the lot or necessarily figures at which a lot will sell. They are only intended to be an indication. The price achieved at auction may be more or less. Guide prices or ranges may be altered

prior to the sale day. It is possible that the reserve price set for any lot may exceed the quoted guide price.

## Reserve price

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

## Pre-auction offers

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

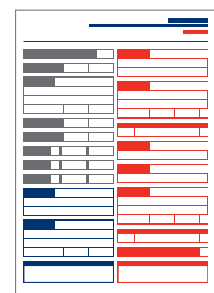
## Proof of identification

In order to comply with recent legislation, please note that any person buying at auction must produce documentation to confirm their name and residential address. You must provide two documents. The following are acceptable; UK driver's licence, passport, utility bills and bank or mortgage statement. If you are bidding on someone's behalf we will require their ID along with a letter of authority allowing you to bid and sign the contract on their behalf.



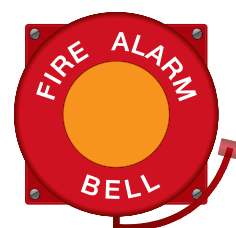
## The contract

A successful bid is one we accept as such. If you make a successful bid for a lot you are obliged to buy that lot on the terms of the sale memorandum. The price will be the amount you bid plus VAT (if applicable). Bidding on someone else's behalf you are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from the person for whom you are the agent. Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot and can provide proof of position within the company and a company letterhead.



## Insurance

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



## Post-auction sales

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

# 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.**



# Holy Trinity Church Room, Dursley Road

Heywood, Westbury, Wiltshire, BA13 4LG

**\*Guide Price £15,000+ Plus Fees**

# 01



**Former church hall** situated in a village position with external space.

The hall has an internal floor area of about 447ft<sup>2</sup> (41.57m<sup>2</sup>) and is timber frame with corrugated iron cladding.

The only service connected is electricity and the hall is in need of repair. The hall sits at the rear of the plot which is mainly grassed and enclosed by high hedges and fencing to the front.

The site could have potential uses such as workshop or garaging/parking (subject to planning) and is shown edged red on the aerial photograph.

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](http://strakers.co.uk)





**Semi-detached cottage** in a rural position in need of renovation with part built extension. Side and rear gardens backing on to fields.

Further garages, outbuildings and land opposite **about 0.30 acre in total.**

The cottage extension was started many years ago and will need to be re-built, it would however create a lovely family home with an outlook over open farmland.

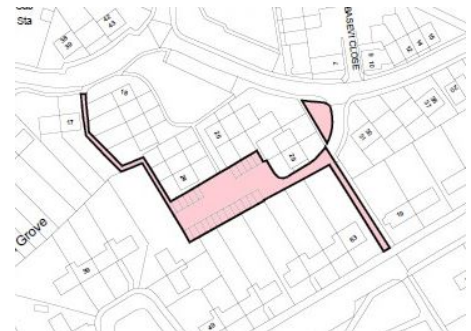
Across the road is a parcel of land which provides ample parking along with a derelict outbuilding. The land is fairly overgrown but could become additional garden or allotments. The two areas are shown edged red on the aerial photo.

# 23 Garages at Newnton Grove

Malmesbury, Wiltshire, SN16 0DS

**\*Guide Price £120,000+ Plus Fees**

# 03



**Garage site comprising 23 garages** in an established residential area. Additional land and good sized forecourt for extra parking.

The garages are in 3 blocks and the sale includes two nearby footpaths.

Potential income of about £14,352 per annum based on a rent per garage of £12 per week. This could be increased with the additional parking.

The site is shown coloured pink for identification purposes only on plan and measures **about 0.28 acre**. The site is accessed via Old Alexander Road.

EPC Rating Band N/A

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

**For further details** please call:

01666 829 292 or visit [strakers.co.uk](http://strakers.co.uk)



# Green Vine Cottage, Fittleton

Salisbury, Wiltshire, SP4 9QA

**\*Guide Price £300,000+ Plus Fees**

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**4 Bedroom detached cottage** in an attractive village setting. Formerly 2 cottages, Green Vine Cottage is in need of modernisation but would make a superb family home.

There is a large rear garden mainly laid to lawn with mature trees, shrubs and ornamental pond. Parking and side access to a garage. In all the property extends to about 0.29 acre.

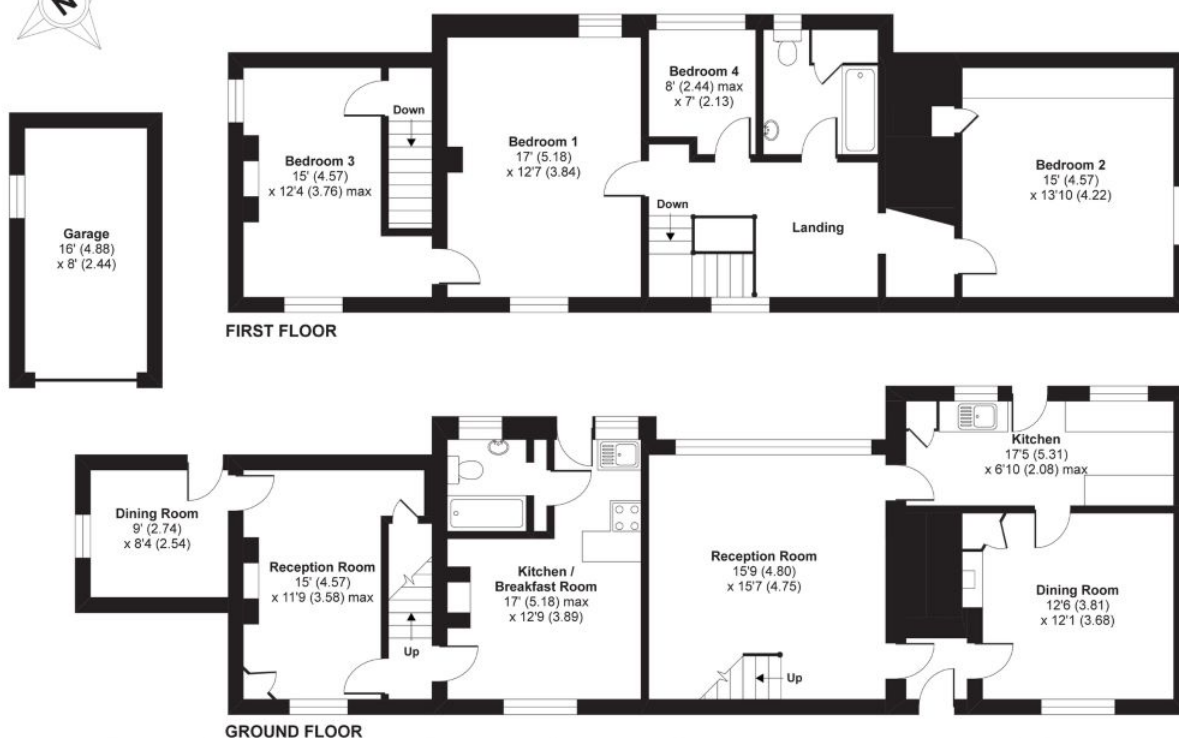
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EPC Rating Band N/A

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

## Green Vine Cottage, Fittleton, Salisbury, SP4

APPROX. GROSS INTERNAL FLOOR AREA 2220 SQ FT 206.2 SQ METRES (INCLUDES GARAGE)



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows and rooms are approximate and no responsibility is taken for any error, omission or misstatement. These plans are for representation purposes only as defined by RICS Code of Measuring Practice and should be used as such by any prospective purchaser. Specifically no guarantee is given on the total square footage of the property if quoted on this plan. Any figure given is for initial guidance only and should not be relied on as a basis of valuation.

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The cottage provides flexible accommodation and could potentially be converted back into two cottages or alternatively used as an annex for family or for letting out. Aside from 2 kitchen areas there are 4/5 reception rooms and a downstairs bathroom.

The Grade II listed cottage is steeped in history with parts believed to date back to 16th and 17th century.

The thatched cottage has an abundance of features, both inside and out, with fireplaces including a feature wood burning stove, exposed beams and stone floors.

In total the cottage has an internal floor area of about 2,118ft<sup>2</sup> (196.8m<sup>2</sup>).

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

Located in Fittleton, which is a small village with mainly older style cottages and is only a short distance from Netheravon which has a village shop with Post Office, primary school and church.

The nearby towns of Marlborough, Salisbury and Devizes all offer an extensive range of shopping, leisure, schooling for all ages and amenities. The A303 is only about 5 miles away.

**For further details** please call:  
01380 723 451 or visit [strakers.co.uk](http://strakers.co.uk)





**Investment opportunity** close to the town centre on a road of mixed use properties. The property which is currently used for commercial purposes is arranged over 4 floors has potential for conversion to residential as a HMO, house or flats (stp).

The attractive property has space for a couple of cars to park and there is permit parking to the road in front.

It is only a short walk to local amenities to include shops and leisure facilities.

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



# 39 Waiblingen Way

Devizes, Wiltshire, SN10 2BN

**\*Guide Price £105,000+ Plus Fees**

# 06



**3 Bedroom end-terrace house** in a residential position within walking distance of the town centre.

The property which requires modernisation and shows signs of movement has front and rear gardens.

The house once renovated would make an ideal rental property with a similar property achieving in good order £725 per calendar month which equates to about £8,700 per annum.

On the first floor, aside from the 3 bedrooms there is also a family bathroom. The ground floor provides a 21' living/dining room, kitchen, garden room, rear lobby and shower room.

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](http://strakers.co.uk)











# 07

## 32 Longleaze

Royal Wootton Bassett, Wiltshire, SN4 8AT

**\*Guide Price £175,000+ Plus Fees**



**2 Bedroom detached bungalow** in need of minor updating. In an area of similar properties the bungalow is within level walking distance of local amenities and town centre.

**Good sized flexible accommodation.**

The accommodation comprises of an entrance/inner hall, 2 bedrooms, sitting room, kitchen and bathroom. There is also a sun room behind the garage which could be used as a study.

There are two gated entrances with ample paved parking and a garage. With access at the side leading to an enclosed low maintenance paved rear garden with wooden shed.

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](http://strakers.co.uk)

# 4 St. Marys Place

Chippenham, Wiltshire, SN15 1EN

**\*Guide Price £130,000+ Plus Fees**

# 08



**Attractive 2 bedroom house** requiring modernisation in a town centre location. With good sized accommodation and enclosed courtyard garden to the rear.

**Ideal buy to let opportunity.**

The accommodation comprises on the ground floor, entrance hall, living room, dining room and kitchen. On the first floor are two double bedrooms and a bathroom.

There has been some structural movement at the rear which requires some modification to the drains. Copies of the structural report and quotes 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:

01249 652 717 or visit [strakers.co.uk](http://strakers.co.uk)



# Carfield House, 29 High Street

Cricklade, Swindon, Wiltshire, SN6 6AB

**\*Guide Price £295,000+ Plus Fees**



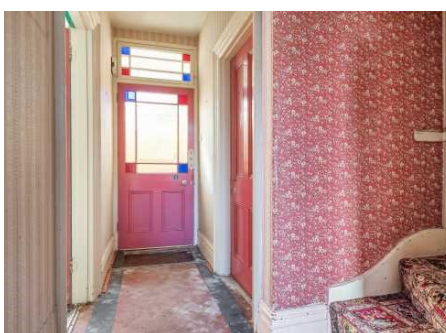
**Elegant 5 bedroom townhouse** with lock-up shop in a central High Street location. The house is in need of modernisation and the shop is let to a local picture framing company.

To the rear is an attractive enclosed garden plus a driveway leading to a larger than average garage and useful brick outbuilding.

EPC Rating Band TBC

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





The residential accommodation comprises on the ground floor, entrance hall, living room, dining room, kitchen, utility room and W.C. On the first floor, landing, inner hallway, 5 bedrooms, study area and bathroom.

The shop which has an internal floor area of about 540ft<sup>2</sup> (50m<sup>2</sup>) is let to a picture framing company on a 6 year lease

commencing October 2019 and producing £4,200 per annum. Further details on the lease are available from the Auctioneers.

To the rear is a paved seating area leading to a lawn with flower and shrub borders and trees. A small garden room adjoins the back of the building. A gated access leads to the driveway which could

accommodate 2/3 cars. Aside from the garage there is a brick built store with potential for use as a workshop/office.

Cricklade is a popular town with an attractive High Street providing a good range of amenities. The larger town of Swindon is only a short drive away with extensive shopping and a mainline railway station.





**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.

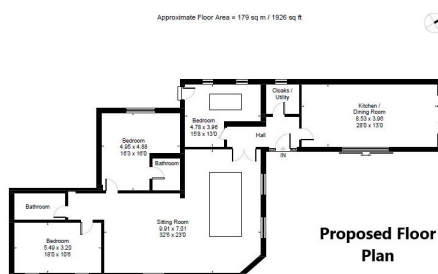
A similar renovated house in the square sold for in the region of £175,000 recently and another is let for about £580 per calendar month £6,960 per annum.

# 39 Farm Lane

Great Bedwyn, Marlborough, Wiltshire, SN8 3LU

**\*Guide Price £285,000+ Plus Fees**

# 11



**Development opportunity** to create an impressive 3 bedroom home in this popular village.

Ample parking and steps up to an attractive enclosed garden with mature shrubs and trees.

Planning consent to convert and partly rebuild the building into a dwelling was granted under application number 18/11901/FUL. The approved plans provide spacious accommodation comprising entrance hall, sitting room, kitchen/dining room, utility, three bedrooms, en-suite and bathroom.

Internal floor area of **about 1,926ft<sup>2</sup> (179m<sup>2</sup>)**.

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](http://strakers.co.uk)

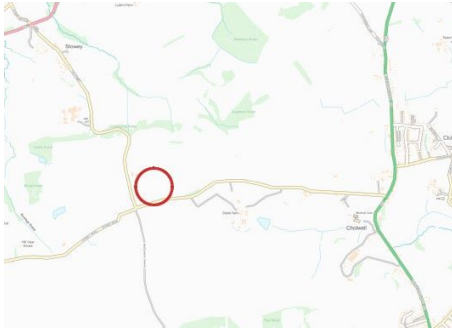


# 12

## Parcel of Land at Chestnut Green

Stowey Road, Clutton, Bristol, BS39 5TF

**\*Guide Price £3,000+ Plus Fees**



**Small parcel of land** in a rural position not far from the popular villages of Clutton and Stowey.

The location of the land, which forms part of a larger field, is highlighted on the various photographs and plans and measures about 32mx16m which equates to **about 0.12 acre**.

EPC Rating Band N/A

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

**For further details** please call:

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# 14 Little Down

Chippenham, Wiltshire, SN14 0DW

**\*Guide Price £120,000+ Plus Fees**

# 13



**3 Bedroom house** for renovation with front and rear gardens. Situated in an area of similar properties.

Excellent buy to let opportunity or may be a first step on the renovation ladder.

The accommodation comprises on the ground floor entrance hall, living room, kitchen and rear porch. On the first floor are 3 bedrooms, bathroom and cloakroom.

In good order the property would make an ideal investment with a potential rental income of about £750pcm which equates to about £9,000pa.

EPC Rating Band TBC

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

**For further details** please call:

01249 652 717 or visit [strakers.co.uk](http://strakers.co.uk)





**Ideal investment opportunity** comprising of 3 flats for modernisation in a town centre location. Two allocated parking spaces.

Potential rental income in good order of about £18,000 per annum.

### **Flat 1**

Comprising lounge, kitchen, 2 bedrooms and shower room.

### **Flat 2**

Comprising open plan lounge/kitchen, bedroom and shower room.

### **Flat 3**

Comprising open plan lounge/kitchen, bedroom and shower room.

# 177 High Street

Royal Wootton Bassett, Wiltshire, SN4 7BT

**\*Guide Price £90,000+ Plus Fees**

# 15



**2 Bedroom apartment** on the ground floor of a block of four apartments within walking distance of the town centre.

In good order throughout with a shared gravelled garden to the rear.

The accommodation comprises of entrance hall, open plan kitchen/living room, two bedrooms and a bathroom.

The apartment would make an ideal investment with a potential rental income of about £650pcm which equates to £7,800pa.

It comes with a share of the freehold and management company, further details are 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](http://strakers.co.uk)





**2 Bedroom house** in good order in the heart of this large and popular village. Ideal investment opportunity and located close to local amenities.

Low maintenance enclosed garden.

The accommodation comprises on the ground floor entrance hall, living room and kitchen/breakfast room. On the first floor 2 bedrooms and a bathroom. The house is attached at the rear to further residential flats.

An ideal rental investment and based on comparable evidence in the region it has a potential income of about £700 per calendar month which equates to £8,400 per annum.

# The Old Clift House, 1 Langley Road

Chippenham, Wiltshire, SN15 1BP

**\*Guide Price £235,000+ Plus Fees**

# 17



**Spacious commercial investment** situated in a mixed use area and opposite the entrance to Hathaway Retail Park.

The property has an internal floor area of about 2,281ft<sup>2</sup> (212m<sup>2</sup>).

The property has been used as offices and has flexible accommodation over three floors plus a useful basement area. There are 4 parking spaces and it is just a short walk into the town centre.

The property offers a wealth of potential either being retained as offices or possibly conversion into a HMO or sub-divided into flats (both subject to planning).

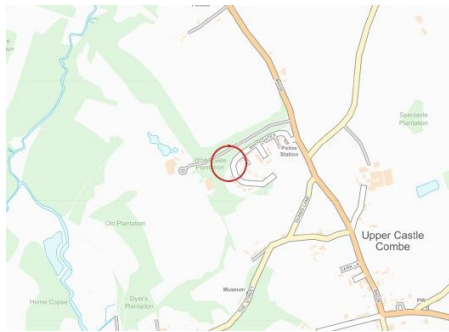
EPC Rating Band D

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

**For further details** please call:

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**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.



# 17 Blenheim Park

Bowerhill, Melksham, Wiltshire, SN12 6TA

**\*Guide Price £170,000+ Plus Fees**

# 19



**Spacious 2 bedroom semi-detached house** in a large plot with possible development potential.

The house which is in need of modernisation offers scope for extension to the side/rear.

The accommodation comprises on the ground floor an entrance hall, living room, kitchen and large utility room. On the first floor are two double bedrooms, dressing room and bathroom.

There are two front garden areas with driveway parking leading to a single garage. At the rear is a large enclosed garden mainly laid to lawn with mature shrubs and flower borders.

EPC Rating Band TBC

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

**For further details** please call:

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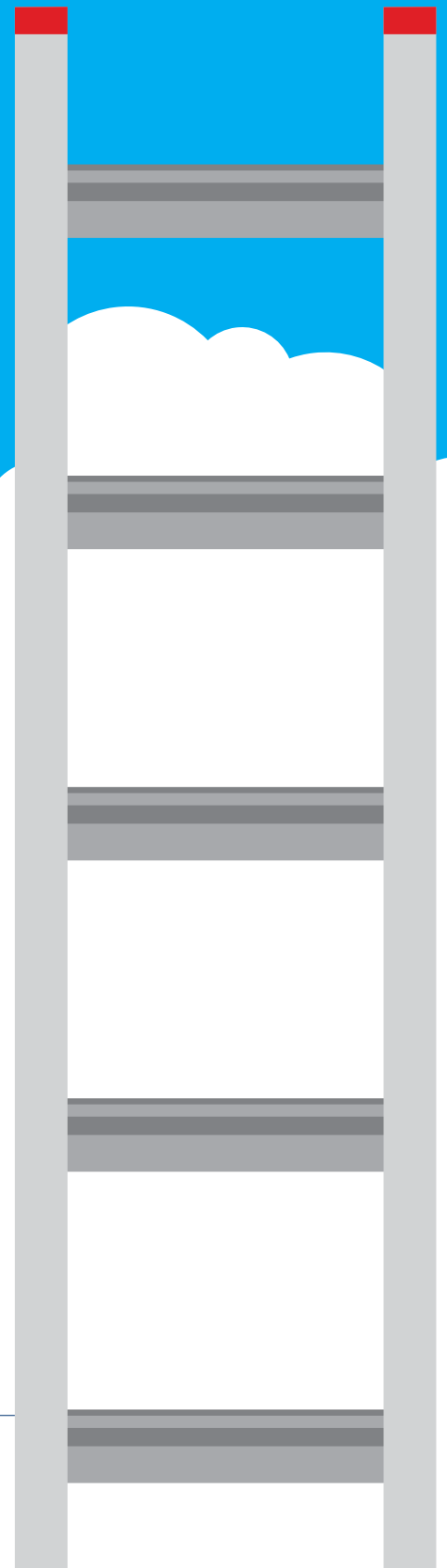


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01380 723 451

[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)

6/7 Market Place  
Devizes, Wiltshire SN10 1HT

## LAND AND NEW HOMES

07384 836 482

[landandnewhomes@strakers.co.uk](mailto:landandnewhomes@strakers.co.uk)

33/34 Market Place  
Chippenham, Wiltshire SN15 3HP

## LETTINGS AND MANAGEMENT

01380 722 995

[lettings@strakers.co.uk](mailto:lettings@strakers.co.uk)

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

## CHIPPENHAM

01249 652 717

[chippenham@strakers.co.uk](mailto:chippenham@strakers.co.uk)

33/34 Market Place  
Chippenham, Wiltshire SN15 3HP

## CORSHAM

01249 712 039

[corsham@strakers.co.uk](mailto:corsham@strakers.co.uk)

6 High Street  
Corsham, Wiltshire SN13 0HB

## DEVIZES

01380 723 451

[devizes@strakers.co.uk](mailto:devizes@strakers.co.uk)

6/7 Market Place  
Devizes, Wiltshire SN10 1HT

## MALMESBURY

01666 829 292

[malmesbury@strakers.co.uk](mailto:malmesbury@strakers.co.uk)

53 High Street  
Malmesbury, Wiltshire SN16 9AG

## SWINDON

01793 683 144

[swindon@strakers.co.uk](mailto:swindon@strakers.co.uk)

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



# Common auction conditions *Edition 3*

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

## INTRODUCTION

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

### Glossary

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

### Auction Conduct Conditions

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

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

### Sale Conditions

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

## IMPORTANT NOTICE

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

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

## GLOSSARY

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

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to *condition* G9.3:

(a) the date specified in the *special conditions*; or

(b) if no date is specified, 20 *business days* after the *contract date*; and

but if that date is not a *business day* the first subsequent *business day*.

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the *catalogue*.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the *auction*.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

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

### Contract

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

### Contract date

The date of the *auction* or, if the *lot* is not sold at the *auction*:

(a) the date of the *sale memorandum* signed by both the *seller* and *buyer*; or

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

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

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The *auctioneers*.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

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

### A2 Ourrole

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

(a) prepare the *catalogue* from information supplied by or on behalf of each *seller*;

(b) offer each *lot* for sale;

(c) sell each *lot*;

(d) receive and hold deposits;

(e) sign each *sale memorandum*; and

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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

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

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

### A5 The contract

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

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

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

(a) provide all information *we* reasonably need from *you* to enable *us* to complete the *sale memorandum* (including proof of *your* identity if required by *us*);

(b) sign the completed *sale memorandum*; and

(c) pay the deposit.

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

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

(b) sign the *sale memorandum* on *your* behalf.

**A5.5** The deposit:

(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the *seller*, but otherwise is to be held as stated in the *sale conditions*; and

(b) must be paid in pounds sterling by cheque or by bankers’ draft made payable to *us* on an *approved financial institution*. The extra auction conduct conditions may state if *we* accept any other form of payment.

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

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

(a) *you* are personally liable to buy the *lot* even if *you* are acting as an agent; and

(b) *you* must indemnify the *seller* in respect of any loss the *seller* incurs as a result of the *buyer’s* default.

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

### A6 Extra Auction Conduct Conditions

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

## GENERAL CONDITIONS OF SALE

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

### G1 The lot

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

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

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

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

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



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

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

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

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

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

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

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

## G2. Deposit

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

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

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

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

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

## G3. Between contract and completion

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

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

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

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

## G4. Title and identity

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

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

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

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

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

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

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

## G5. Transfer

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

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

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

## G6. Completion

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

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

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

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

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

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

## G7. Notice to complete

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

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

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

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

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

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

## G8. If the contract is brought to an end

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

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

## G9. Landlord's licence

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

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

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

**G9.4** The *seller* must:

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

**G9.5** The *buyer* must:

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

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

## G10. Interest and apportionments

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

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

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

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

## G11. Arrears

### Part 1 Current rent

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

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

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

### Part 2 Buyer to pay for arrears

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

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

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

### Part 3 Buyer not to pay for arrears

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

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

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

## G12. Management

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

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

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

# Common auction conditions *Edition 3*

## G13. Rent deposits

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

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

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

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

## G14. VAT

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

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

## G15. Transfer as a going concern

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

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

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

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

**G15.3** The *buyer* confirms that:

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

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

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

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

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

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

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

## G16. Capital allowances

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

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

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

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

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

## G17. Maintenance agreements

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

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

## G18. Landlord and Tenant Act 1987

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

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

## G19. Sale by practitioner

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

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

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

**G19.4** The *lot* is sold:

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

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

**G19.5** Where relevant:

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

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

## G20. TUPE

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

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

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

## G21. Environmental

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

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

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

## G22. Service Charge

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

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

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

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

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

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

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

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

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

## G23. Rent reviews

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

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

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

**G23.4** The *seller* must promptly:

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

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

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

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

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

## G24. Tenancy renewals

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

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

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

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

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

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

## G25. Warranties

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

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

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

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

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

## G26. No assignment

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

## G27. Registration at the Land Registry

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

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

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

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

## G28. Notices and other communications

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

**G28.2** A communication may be relied on if:

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

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

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

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

## G29. Contracts (Rights of Third Parties) Act 1999

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



# Memorandum of sale

April 2020

Lot Number

Auction Date

Property Address

Agreement Date

Completion Date

Sale Price

Deposit

Balance

Seller's Name(s)

Seller's Address

Buyer's Name(s)

Buyer's Address

Buyer's Phone Number

Buyer's Solicitors Firm

Buyer's Solicitors Contact Name

Buyer's Solicitors Address

Buyer's Solicitors Phone Number

Buyer's Administration Fee (Office use only) ☒

The Seller acknowledges that he has agreed to sell and the Buyer acknowledges that he has agreed to buy the property mentioned above at the purchase price, subject to the Standard, General and Special Conditions of Sale.

Signed as Agent (for the seller)

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

ID Checklist  
(Office use only)

Photographic



Address



Negotiator



14019900163  
Printed on Carbon Captured paper

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**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

