# LAND AND PROPERTY **AUCTIONS**



**October** 2020

**Online** Thursday 15 October



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

**strakers.co.uk** In branch | Online | On the move Welcome to Strakers October catalogue. I am still riding high following the excellent August sale where we sold 100% of properties offered. It was without doubt my busiest auction with enquiries and viewings for many years, probably since 2007.

A question I am continually asked at the moment is 'Will you go back to ballroom auctions when allowed?' Six months ago, I would have hands down said yes, but now I'm not so sure. Personally I miss the buzz and excitement of the auction room which the computer will never replicate, however I have to accept online auctions have made it easier for some people to bid and have clearly stretched our reach with out of area buyers aplenty. I would really appreciate some feedback from yourselves as regular buyers/bidders as to what your preference is and why, because fingers crossed in the near future we will have the option of either online, ballroom or possibly both!

I look forward to hearing from you.

**Charlie Doel** MNAVA Director and Auctioneer





**Charlie Doel** MNAVA Director and Auctioneer

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## Order of Sale Online Thursday 15 October 2020 from 5pm

<b>01</b> <sup>3</sup> Orchard Road Chippenham SN14 0BE	£150,000+	<b>13</b> Woodland View, Single Hill Shoscombe, Bath BA2 8LZ	£495,000+
02 16 Avon Square Upavon, Pewsey SN9 6AD	£100,000+	14 112 High Street Cricklade, Swindon SN6 6AF	£395,000+
03 17 Briar Leaze Compton Bassett, Calne SN11 8RQ	£115,000+	<b>15</b> 33 Orchard Road Chippenham SN14 0BE	£215,000+
<b>04</b> 205 Marlborough Road Swindon SN3 1NN	£535,000+	<b>16</b> Allotments at Church Street Royal Wootton Bassett SN4 7BQ	£80,000+
05 77 & 77a Eastleigh Road Devizes SN10 3EH	£,160,000+	17 The Old Barn Malmesbury Road, Leigh SN6 6RH	£325,000+
<b>06</b> 12 Padfield Gardens Melksham SN12 6EQ	£130,000+	16 Broad Town Road Broad Town, Swindon SN4 7RB	£130,000+
<b>07</b> 83 Whitbourne Avenue Swindon SN3 2LG	£,125,000+	<b>19</b> Land rear of 16 Broad Town Road Broad Town, Swindon SN4 7RB	£55,000+
<b>08</b> 65 Queens Road Devizes SN10 5HR	£295,000+	20 15 Longcroft Crescent Devizes SN10 3AZ	£275,000+
<b>09</b> 198 County Road Swindon SN1 2EA	£235,000+		
<b>10</b> 23 Boreham Road Warminster BA12 9JP	£300,000+		
Greenbank, 20 Sedgefield Gardens Devizes SN10 1ES	£175,000+		
12 The White Hart Hotel 2 London Road, Calne SN11 0AB	£290,000+		
01			

**Please note:** Any plans are reproduced from Ordnance Survey Map with kind permission of The Controller of Her Majesty's Stationery Office. Crown copyright reserved. Licence No. ES100015260. For identification purposes only. Accuracy is not guaranteed.

## **Results and Highlights**

August 2020 Total sales £,2,592,750

Once again we held our auction on our online platform and it seems to me that everyone is getting to grips with the process and actually enjoying the experience. I am please to say we sold 100% of all lots offered and I am fairly certain we would have sold the other 3 if they had made it to the end. Whilst we may have only had 15 lots, it was as busy an auction as I can remember with huge numbers of viewings, enquiries and legal pack downloads. The majority of Lots sold well in excess of reserve, including some repeat properties, the telephone exchange in Bromham made twice the price we achieved 5 years ago and the lake at Corsham sold for the third time in 5 years and we made  $\pounds$ 17,000 more for our clients than when we sold it a year ago. I believe these results highlight the strength and positivity of the market at the current time.

# **100%** SOLD

Charlie Doel MNAVA

Director and Auctioneer

<b>01</b> 7 Park Lane Chippenham SN15 1LR	£125,000+ £156,500	09Rose Cottage Farm, Sells Green Seend, Melksham SN12 6RL£525,000+ Sold After
02 <sup>31</sup> The Street Cherhill, Calne SN11 8XR	£310,000+ £325,000	10 The Lagoon rear of Ingoldmells Court £5,000+ Leafield Industrial Est, Corsham SN13 9XN £27,250
<b>03</b> Flat 1, 21 Morford Street Bath BA1 2RJ	£140,000+ £150,000	11       4 Rowan Court       €160,000+         Melksham SN12 6HS       £196,000
04 16 Broad Town Road Broad Town, Swindon SN4 7RB	£130,000+ Postponed	12 <sup>23</sup> Church Street
05 Land rear of 16 Broad Town Road Broad Town, Swindon SN4 7RB	£55,000+ Postponed	10 Briar Leaze £95,000+ Compton Bassett, Calne SN11 8RQ £137,500
<b>06</b> Former Telephone Exchange Devizes Road, Bromham SN15 2DX	£35,000+ £105,500	16 Briar Leaze Compton Bassett, Calne SN11 8RQ <b>£100,000+</b> <b>£139,000</b>
07 Building Plot rear of 12a High Street Haydon Wick, Swindon SN25 1HX	£95,000+ £112,000	15 <sup>76</sup> Netherstreet £275,000+ Bromham, Chippenham SN15 2DP Withdrawn
<b>08</b> The Rectory, The Street Brinkworth, Chippenham SN15 5AF	£425,000+ £518,000	

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



Very professional, helpful, organised and welcoming. Wouldn't hesitate to use Strakers Auctions again.

Mrs C Chippenham



# Auction process

View Property	It is essential to inspect the lot preferably more than once. Due to the condition of some auction properties we advise all viewers to take the necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, Strakers cannot be held liable for loss or injury caused while viewing or accessing any lot.
Check Legal Pack	The legal pack is available from the auctioneers' website www.strakers.co.uk.
Arrange Finance	Although finance can be arranged after the sale if you do require a mortgage then it is advisable to at least obtain a decision in principle prior to auction from a mortgage broker who is experienced in the timescales of the auction process. We can provide local recommendations if required.
Consult a Surveyor	We would also recommend that you take professional advice from a chartered surveyor to make sure the property is structurally sound.
Consult a Solicitor	It is advisable that you consult a solicitor about the purchase. You will need to make all the usual enquiries and check whether VAT registration and election is applicable.
Auction Day	Contact the auctioneers prior to attending the auction to confirm your desired lot is still being offered. Look out for any notices posted online.
Bidding	Please see opposite for online bidding information.
Buyers' Administration Fee	Purchasers will be required to pay by bank transfer, an administration fee of $\pounds 600$ including VAT on Lots sold for less than $\pounds 99,999$ , or $\pounds 1,200$ including VAT on Lots sold for $\pounds 100,000$ and above in addition to the deposit. A VAT receipt can be issued upon request.

#### Completion

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

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

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

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

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



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

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

#### Plans, maps and photographs

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



#### **Energy Performance Certificates**

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

#### \*Guide prices

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

#### **Reserve price**

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

#### **Pre-auction offers**

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

#### **Proof of identification**

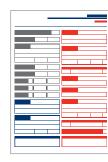
In order to comply with recent legislation, please note that any person buying at auction must produce documentation to confirm their name and residential address. You must provide two documents. The following are acceptable; UK driver's licence, passport, utility bills and bank or

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



#### The contract

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



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

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

#### Insurance

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



#### **Post-auction sales**

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

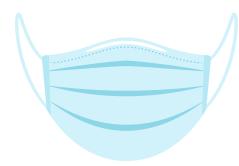
**Please note:** 1. All measurements shown are approximate.

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

3. No systems or appliances have been tested.

# VIEWING GUIDELINES

For the welfare of our staff and customers, we have created new processes to adhere to the social distancing guidelines as follows:



Before making an appointment for a viewing, our staff will ask whether any party is showing any Covid-19 symptoms, been in contact with someone who has had or shown signs of Covid-19 or are self-isolating.

#### **Accompanied Viewings**

Whilst we are working towards a time where we can get back to full capacity, we will be prioritising proceedable buyers and tenants in the first instance.

Only 2 adults from the same household to attend, no children are permitted please.

Viewings will last a maximum of 15 minutes.

Do not enter the property until it has been completely opened up by the member of staff and they have given you permission. Staff and customers to wear face coverings and gloves when inside the properties.

Where possible, all doors will be opened and lights switched on prior to the viewing.

Customers should avoid touching anything in the property and should inform the staff member if they do.

Staff and customers are to please adhere to the 2m social distancing rule and to respect each other's personal space and needs.

Door handles and surfaces will be wiped down after each appointment.

If you have any concerns with any of the guidelines above, please contact the relevant Strakers office and we would be happy to discuss them with you and hopefully put you at ease.

# **Registration and bidding**

#### **Online Auction Registration**

Every online bidder on Strakers Auctions must first create an account, you may already have one if you bid at a previous auction. You can access/create your account from the relevant Lot page on our Strakers website.

This is a straightforward process. Starting the registration includes filling out your personal details, verifying your email address, and accepting the Online Auction 'Terms and Conditions'. Once you have done this you will be able to search, 'watch' Lots and download legal documents.

After starting the registration process you can come back to it to complete it at a later date. We suggest completing the registration process at least 3 working days before the Lot is due to end, in case you have any problems and need to contact the auctioneers.

In order to bid, you will need to be authorised for money laundering purposes. This includes uploading copies of two forms of identification and passing an antimoney laundering check. This check will leave a soft footprint on your credit report (but it should not affect your credit rating). The registration process also requires card details to be entered, however the card will not be processed unless you are the successful bidder.

#### **Auction Day Bidding**

The bidding process will open at least 24 hours prior to closing time. Lot 01 closing time for bids will be at 5pm on the 9th July, Lot 02 will close a minimum of 5 minutes after Lot 01 and all subsequent Lots will follow this timescale. Further information on how to bid online is available from the Auctioneers.



# Post Unconditional Online Auction Procedure

If you are the successful bidder you will be legally obliged to buy the property for the full purchase price. At the end of the auction, you are charged a  $\pm 1000$  holding deposit (which will be taken from the registered bank card) and exchange of contracts takes place. The holding deposit contributes towards the purchase price. By placing a bid, you are authorising the auctioneer to sign the auction contract on your behalf.

Strakers will charge the successful buyer of each Lot a Buyers Fee of either  $\pounds600$ incl VAT for Lots bought under  $\pounds100,000$ or  $\pounds1200$  incl VAT for Lots bought at  $\pounds100,000$  or above.

Strakers will contact you after the auction with confirmation of how much outstanding deposit (usually 10% in total) and fees is owed on each Lot. You will be required to pay any outstanding amounts immediately after this confirmation, which can be paid by bank transfer.



**For further information**, advice or help required for the above, contact:

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

# **IMPORTANT** NOTICE



# The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

came into force on the 26th June 2017 and all Auctioneers are now required to verify the identity of all bidders before the auction.

#### PRIVATE INDIVIDUALS

In order to verify your identity, we must inspect and copy original documentation that must be in date. Please find below a schedule of acceptable documentation.

#### UK PRIVATE INDIVIDUALS

You must provide one document from each list

#### List A - Identity documents:

- · Current signed passport
- Current UK photo card driving licence • Current full UK driving licence (old
- version)
- · Provisional driving licence
- · Resident permit issued by the Home
- Office to EU Nationals
- $\cdot$  HMRC Inland Revenue tax notification
- $\cdot$  Firearms certificate
- Self-employed in the construction industry – tax exemption certificate with photograph of holder (forms C155, C156 or SC60)
- List B Evidence of address:
- Current UK photo card driving licence • Current full UK driving licence (old version)
- · Provisional driving licence
- · Utility bill issued within the last 3 months
- · Local authority tax bill (current year)
- · Bank, building society or credit union statement
- Most recent mortgage statement from a UK lender

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

#### NON-UK PRIVATE INDIVIDUALS

You must provide one document from each list

#### List A - Identity documents:

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

#### List B - Evidence of address:

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

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

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

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

#### **CORPORATE BODIES,** (INCLUDING TRUSTS ETC.)

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

#### Part 5 of the Regulations states:

Corporate bodies: obligations

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

#### (a) information identifying:

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

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

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

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

### **3 Orchard Road** Chippenham, Wiltshire, SN14 0BE \*Guide Price £150,000+ Plus Fees

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

2/3 Bedroom semi-detached chalet bungalow in need of modernisation with scope to extend (subject to planning).

Front and rear gardens with parking, garage and mature shrubs.

The property has flexible accommodation on the ground floor comprising entrance hall, lounge, kitchen, 2 bedrooms and shower room. A staircase from the kitchen leads to a landing and further bedroom.

Set on a corner plot with a courtyard front garden and vehicular access at the rear. Long rear garden laid to lawn with shed and garage.







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





**2 Bedroom mid-terraced house** for improvement in the Pewsey Vale. 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  $\pounds 175,000$ recently and another is let for about  $\pounds 580$ per calendar month  $\pounds 6,960$  per annum.

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

### **17 Briar Leaze** Compton Bassett, Calne, Wiltshire, SN11 8RQ **\*Guide Price £,115,000+ Plus Fees**









**3 Bedroom semi-detached house** of non-traditional PRC Reema Hollow Clad construction in village position.

In generally good order with a driveway to the front.

The accommodation comprises on the ground floor; entrance hall, lounge, kitchen/dining room and 2 store rooms. On the first floor; landing, 3 bedrooms and bathroom. To the rear is a large enclosed garden mainly laid to lawn with mature trees and shrubs.

In good order the property should achieve a rental income of about  $\pounds750$  pcm which equates to about  $\pounds9,000$  pa.

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

# 205 Marlborough Road

Swindon, Wiltshire, SN3 1NN \*Guide Price £,535,000+ Plus Fees





**Exceptional detached 3 storey house** situated in one of the more popular addresses in Swindon. In excellent order throughout with useful 'granny annex' on the lower ground floor.

The property is being offered at below market value as our clients are looking for a quick sale to tie in with their onward purchase.

# 04





This highly sought after location is only a short distance from the heart of Old Town with its wide variety of restaurants, cafes and bars.

Swindon offers an extensive range of shopping and leisure facilities and has numerous schools on offer. There is also a mainline railway station and access to the M4 is only a short drive away.



The versatile and spacious accommodation comprises on the lower ground floor; separate annex with hall, lounge, kitchen, bedroom, bathroom and W.C.

On the ground floor; hall, large sitting room, dining room, fully fitted kitchen, utility and cloakroom. On the first floor; 4 bedrooms, bathroom and shower room.



There is ample parking on the front driveway which leads to a garage. A side access leads to large enclosed rear garden mainly laid to lawn with mature shrubs and trees. There is also the added bonus of a 30ft undercroft at the rear providing ample storage but also offering some further accommodation options.

The garden backs onto parkland at the rear.



### 77 & 77a Eastleigh Road Devizes, Wiltshire, SN10 3EH

\*Guide Price £160,000+ Plus Fees









**Residential investment opportunity** comprising of 2 flats in an established area of the town.

In need of modernisation and improvement. Potential income of about  $\pounds 12,000$  per annum.

The ground floor flat comprises of entrance hall, kitchen/living room, bedroom and bathroom. The first floor flat comprises of entrance hall, kitchen/living room, 2 bedrooms and a bathroom.

There is a front garden with scope to create parking and a good sized enclosed rear garden mainly laid to lawn. There are useful brick outbuildings which could be incorporated into the property.

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

### **12 Padfield Gardens** Melksham, Wiltshire, SN12 6EQ **\*Guide Price £130,000+ Plus Fees**











**2 Bedroom semi-detached house** set in a corner plot and in need of modernisation. Potential to extend or possible further dwelling (stp).

Enclosed courtyard rear garden and large side garden mainly laid to gravel.

Accommodation comprises on the ground floor; porch, entrance hall, living/dining room, conservatory, kitchen and utility room. On the first floor; 2 bedrooms and shower room.

Shown edged red on the aerial photograph it is an ideal first time buy or investment opportunity with a potential rental income in good order of about  $\pounds650$  pcm which equates to about  $\pounds7,800$  pa.

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

# 07

### 83 Whitbourne Avenue Swindon, Wiltshire, SN3 2LG \*Guide Price £125,000+ Plus Fees









**3 Bedroom semi-detached house** of non-traditional Unity2 construction. In need of some modernisation.

Good sized plot with parking, front and rear gardens mainly laid to lawn. The accommodation comprises on the ground floor; entrance hall, living room, dining area and kitchen. On the first floor; 3 bedrooms and bathroom. There is scope to extend to the rear (subject to planning).

The property is an excellent investment buy with a potential rental income in good order of about £775pcm which equates to about £9,300pa.

**For further details** please call: 01793 683 144 or visit strakers.co.uk

# **65 Queens Road** Devizes, Wiltshire, SN10 5HR







3 Bedroom detached house in a cul-de-sac position in a sought after location. In need of modernisation with scope for extension (stp).

## Great opportunity to create a great family home.



The accommodation comprises on the ground floor; entrance hall, living room, dining room, kitchen, conservatory and cloakroom. On the first floor; landing, 3 bedrooms and a bathroom.

Ample parking space on the front drive leading to a garage/workshop. There is side access to an enclosed rear garden with patio area and lawn. Mature shrubs and hedgerows.

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



### **198 County Road** Swindon, Wiltshire, SN1 2EA

\*Guide Price £235,000+ Plus Fees





**Substantial freehold investment property** comprising 6 studio/bedsits plus additional room.

Sold vacant but was producing a gross income of about  $\pounds$  36,000 per annum. Parking for 3 cars to the front.



The property which is fully licenced by Swindon Borough Council has 2 fully self-contained bedsits with a further 4 bedsits sharing toilet facilities. There is an additional room on the first floor which is currently below the required sqft, however by incorporating the adjoining toilet this could become the 7th bedsit.

The property is in good order throughout and has a useful courtyard to the rear.

# **23 Boreham Road** Warminster, Wiltshire, BA12 9JP

\*Guide Price £300,000+ Plus Fees

# 10





**Period 4 bedroom house** in sought after road, for modernisation whilst retaining many period features.

Rear courtyard garden and further larger lawned garden with driveway and parking. Accommodation comprises on the ground floor; kitchen, living room, dining room, family room and large hall. There are are two useful cellar rooms. On the first floor; 4 bedrooms and large family bathroom. There are many retained features to include window shutters, flooring and fireplaces.

Due to the size of the divorced garden, there may be scope for future development (stp).



#### Greenbank, 20 Sedgefield Gardens Devizes, Wiltshire, SN10 1ES

\*Guide Price £175,000+ Plus Fees









**2 Bedroom semi-detached** house set away from busy roads and in need of modernisation.

Ideal first time buy or investment opportunity with potential income in good order of about  $\pounds775$  pcm.

The accommodation comprises on the ground floor; entrance porch, large living/dining room, kitchen, utility area and shower room. On the first floor; 2 bedrooms and large bathroom. There is potential to alter the layout to create a third bedroom.

Outside there is parking for 2 cars to the front and a good sized enclosed rear garden with patio and 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: 01380 723 451 or visit strakers.co.uk

#### The White Hart Hotel, 2 London Road Calne, Wiltshire, SN11 0AB

\*Guide Price £290,000+ Plus Fees







**Extensive Grade II listed former coaching inn and hotel.** Consent for conversion to 5 residential units and pub/restaurant.

Parking and garaging plus attractive central courtyard.



12

Planning consent was granted under App No 19/09033/FUL for the conversion to mixed use residential and pub/restaurant in March 2020. The plans provide for 4 bed house, 2x3 bed house, 2 bed house, 2 bed house, 2 bed flat and pub with accommodation over. The development has an approx GDV of about  $\pounds$ 1,450,000.

The 3 small barn conversions are being retained by the seller.

Culkerte pperdine HII Tetbury Upton Ashley d Beventon hampton Fallick WottommderEdge TETBURY Tortworth Charfield Chedglow Crudwell Long Newnton Word Kingwood Lower Morton Whitfield Tresham Doughton Leighterton Aldetley THORNBURY Mo Hankerton Milbury Heath Ciomhall Hillesley Brokenborouch Cromhall Common Westenbirt . Shipton Moyn Wickwar Knockdown Easton Grey Oldbury on the Hill Tytherington S. Milbourne Abeston d Down Didmarton Gand Bigstone MALMESBURY Rudgey Hawkesbury Uptor Hawkesbury Itchington /Les Sopworth lockington Shent Rangeworthy Fordey Latteridge Little Somerford Norton Engine Common Horton Little Badminton Luckington Iron Acton. Rodbourne YATE Little Sodbury Alderton 2 Great Somerford Frampton Cotterell Nibley Badminton Hulavington Startley Standone . Old Sodbury Bradley Stoke Codpit Heath CHIPPING SODBURY Acton Turville nerbourne Lower Stanton St Quintin - Upper Seagry Lower Se Littleton Drew te Giffi  $\mathcal{R}_1$ Grittleton Wapley Westerleigh Dodi Stanton St Quintin Sutton Benger Leigh Delamere Codrington Tormarton Hambrook Ch Draycot Cerne Nettleton Kington St Michael West Kington Hinton Upper Castle Combe Castle Combe Kington Langley n Mangoosfield Pucklechurch Yatton Keynell Soundwell Siston Langley Burrell Dyrham West Littleton Est In North/Wrocall Ford Abson Doyuton 01/15 ton Lució KINGSWOOD Marshfield Slaughterford > Bridge Yote Thickwood Biddestone Wick CHIPPENHAM DL Hanham Cold Ashton 38. Coleme Knowle Brington Oldard Upton Cheyney Langridge St Catherine Derry Hill Dineridge Box Hill Radloe Bitton CORSHAM Swineford 1.10 Woolley Box North Stoke Lansdown Upper Swainswick Northend Netton V Aubley Lacock Gastard KEYNSHAM Whitchurch 2 Bowden Hill Kebson Chalkombe Saltford Queen Charlton Batheaston Whitley Weston Bathford Chenton R Buthampton 18 Atworth Beanacre Norton Malreward Conton Monkton Faileigh Shaw South Wrazall Norrington Common Burnett in Hawkfield Compton Dando Newton St Loe Twenton Je Belluton Claverton Lower Wrazalf Broughton Gifford MELKSHAM on Drew Pensford BATH Stanton Prior Hunstrete Marksbury Englishcombe 06Bradford Leigh Odd Down Monkton Combe Sells Gree Chebwood Berryfield anton Wick 10.7 South Stoke Limpley Stoke Window BRADFORD Inglesbatch Semington Seend Cleeve Farmborough Priston Staverton Seend Hilperton Freshford Combe Hay Twinhoe Dunkerton Clutton Timsb 5.9" Great Hinton Bulkington High Littleton TROWBRIDGE Ashton Common Carlingcott . Wellow Keevil Hinton Charterhouse Farleigh Hungerloud ple Cloud Steeple Ashton m Blewett Hallater Wingfield Southwis Norton St Philip West Ashton arrington Gumey Chudown Tellisford RADSTOCK Inches 15 North Bradley AIDSOMER NORTON Faulkland Rode Great Cl Hawkenidge ١. Woolverton Coulston-Ed Ston Easte Laverton hewton Mendip Edington Remington Kilmeridon Hardington Lullington Bramon Charlton -Rudge mborough -Buckland Dinham Beckington Chilcompton WESTBURY Stratton on the Fasse 162 Oldford Westbury Leigh Holcombe Coleford Vobster Berkley Dilton Marsh Great Elm a.2 733 Binegar Gurney Slade Nettlebridge Mells FROME Ashwick Whatley Chapmanslade Upton Scudame Leigh upon Mendip Oukhil Singe St Michael Chantra Conley Downhead

Waterlip

ror Leichton Texterbill West Woodlach

Tytherington

Conley Heath

RMINSTER

Numey



# Woodland View, Single Hill

Shoscombe, Bath, BA2 8LZ \*Guide Price £,495,000+ Plus Fees



**3 Bedroom detached bungalow** in a quiet location with wonderful views to the front over the valley and hills. In need of modernisation throughout with scope to extend (stp).

Large garden extending to **about 0.88 acre** with future development potential (stp).

# 13





The bungalow is set behind other properties at the end of a no-through road. Shoscombe village is situated about 7 miles south of the Georgian city of Bath. This attractive area is popular for its rural feel yet close proximity to the city. Village amenities include a Primary School and the Apple Tree Inn.

Country pursuits include cycling and horse riding with a cycle lane and bridle path nearby; there are also wonderful





walks in the immediate vicinity. Nearby Wellow has a village shop whilst Peasedown St John offers more comprehensive amenities.

The bungalow has spacious accommodation to include entrance hall, living room with views, kitchen/diner with lobby/utility off, 3 bedrooms and a bathroom. There is scope to create a second floor with panoramic views (stp). There is also a garage and useful store. The bungalow is situated centrally in a large plot which is mainly laid to lawn with mature shrub and flower borders. Aside from the driveway access at the front, there is also a right of way over the adjoining property at the rear to the road behind.

The land is shown edged red for identification on the aerial photograph.

Joint Agents; Fidelis, Bath.

### **112 High Street** Cricklade, Swindon, Wiltshire, SN6 6AF **\*Guide Price** *£*,**395,000+ Plus Fees**





Attractive former bank situated in a pleasant High Street in this popular Cotswold town. Listed building consent granted for conversion to residential with planning consent still required.

Grade II listed with accommodation over 3 floors and it includes the walk-in safe. It has the potential to become a fabulous family home with further development potential in the garden (stp).

# 14





Cricklade is an attractive and thriving market town situated on the Southern edge of the Cotswolds in between Swindon and Cirencester. The High Street provide a good variety of shops as well as pubs/restaurants.

The nearby A419 provides a fast link to both the M4 and M5. There is also a mainline railway station at Swindon.





The property has extensive accommodation, on the ground floor; large front shop floor, further 5 offices and kitchen area. On the first floor; 5 office/rooms, kitchen and cloakrooms. There are also unconverted attic rooms.

The proposed plans 19/03568/LBC provide for a 4 bedroom/4 en-suite family home with extension and alterations to the rear elevation to make full use of the large rear garden.

To the rear is a lovely garden mainly enclosed by stone walling and laid to lawn with fruit trees. There is ample parking and a stone built former coach house providing garaging with room above which could be an ideal annexe or office space.

The extent of land is shown edged red on the aerial photograph and extends to **about 0.29 acre**.



#### **33 Orchard Road** Chippenham, Wiltshire, SN14 0BE

\*Guide Price £215,000+ Plus Fees









**3 Bedroom semi-deatched house** at the end of a cul-de-sac. In need of modernisation with scope to extend (stp).

Potential income in good order of about  $\pounds 850$  pcm.

The property comprises on the ground floor; entrance hall, living room, dining and kitchen. On the first floor; landing, 3 bedrooms and a bathroom.

There is driveway parking to the front leading to a garage, plus a garden area. At the rear is an enclosed garden mainly laid to lawn with shrub and flower borders.

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

## Allotments at Church Street

Royal Wootton Bassett, Wiltshire, SN4 7BQ

#### \*Guide Price £80,000+ Plus Fees

The land accessed from Church Street provides parking at the entrance for about 15 cars. The allotments are fully let (with a waiting list). Each holder paying  $\pounds$ 11pa which equates to an overall income of £880 plus £272 car parking per annum.

There is an overage provision on the land and further details on this will be available in the legal pack.

#### Joint Agents; Alder King

**For further details** please call: 01249 765 200 or visit strakers.co.uk

**Allotment site** situated on the outskirts of town with stunning views over the countryside.

The land extends to about 6.77 acres with 80 allotments but could provide long term development potential (stp).











# The Old Barn, Malmesbury Road

Leigh, Swindon, Wiltshire, SN6 6RH \*Guide Price £325,000+ Plus Fees



**3 Bedroom cottage in a semi-rural position**. with additional converted barn as an annex. In need of modernisation with potential for extension.

Accessed via a long drive, the cottage has grounds extending to about 0.50 acre which could be split or have future development potential (subject to planning).

# 17





Leigh is a rural village only a short distance from Ashton Keynes and about 2.5 miles west of Cricklade. Both of which offer primary schools and Cricklade a good range of shopping and amenities.

There is easy motorway links with the M4 and M5 via the A419, which also provides access to Cirencester and Swindon. The latter has a mainline railway station.



The cottage sits to the rear of the plot and comprises on the ground floor; entrance hall, dining room, kitchen/breakfast room, living room and shower room. On the first floor; landing, 3 bedrooms and a bathroom. It has double glazing and oil heating, however it does require modernisation.

The barn overlooks open countryside and has a kitchen, living room, bedroom, lean-to sun room and shower room. Attached at the rear is a block of 3 stables and it is in need of modernisation. There is a hard standing area with ample parking for both buildings and a separate garden area for the cottage.

The rest of garden is mainly grassed with mature trees and shrubs. The extent of the land is shown edged red for identification on the aerial photograph.



### **16 Broad Town Road** Broad Town, Swindon, Wiltshire, SN4 7RB **\*Guide Price £130,000+ Plus Fees**





**3 Bedroom semi-detached cottage** in a rural position between Broad Town and Royal Wootton Bassett.

In need of modernisation with scope for extension/improvement (subject to planning). The accommodation comprises on the ground floor; entrance porch, living room, kitchen, bathroom and garden room. On the first floor; landing and three bedrooms.

Outside there is a lawned side garden and a rear garden which backs on to Lot 19. There is room to park two cars. The property and adjoining land are shown edged blue and red on the aerial photo.

**For further details** please call: 01793 683 144 or visit strakers.co.uk

# Land rear of 16 Broad Town Road

Broad Town, Swindon, Wiltshire, SN4 7RB

#### \*Guide Price £55,000+ Plus Fees





**Parcel of land in a rural position** situated behind residential dwellings. **About 5.90 acres** in total.

# With access from the main road and a range of dilapidated outbuildings.



The land is situated behind No's 15 & 16, the latter being Lot 18 in the catalogue. The former yard and outbuildings is now overgrown but could provide future development or possible equestrian yard.

Further from the road the land opens up into a level field which measures about 5.25 acre. The extent of the land is shown edged red on the aerial photograph.

**For further details** please call: 01793 683 144 or visit strakers.co.uk



### **15 Longcroft Crescent** Devizes, Wiltshire, SN10 3AZ

\*Guide Price £275,000+ Plus Fees





**3 Bedroom detached bungalow** in a large plot with potential for additional dwelling (stp).

Located in a sought after address within walking distance of local amenities.



Accommodation comprises entrance hall, kitchen, living room, 3 bedrooms, bathroom and cloakroom.

There are good sized gardens to all sides with shed, parking and garage. Due to the space to the side, there is the possibility of an additional house or bungalow (stp).

The extent of the property is shown edged red on the aerial photo and measures **about 0.16 acre**.

### **EPC** Rating Band TBC

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

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## DEVIZES

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## MALMESBURY

malmesbury@strakers.co.uk 53 High Street Malmesbury, Wiltshire SN16 9AG

## **SWINDON**

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



## strakers.co.uk

## **Common auction conditions** Edition 3

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

#### INTRODUCTION

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

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

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

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

#### Sale Conditions

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

### IMPORTANT NOTICE

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

 Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant; Read the conditions;

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

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

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

#### GLOSSARY

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

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

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

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

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

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

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

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

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

Auction The auction advertised in the *catalogue*.

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

#### Auctioneers The auctioneers at the auction.

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

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

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

### Completion

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

#### Condition

One of the auction conduct conditions or sales conditions.

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

The date of the *auction* or, if the *lot* is not sold at the *auction*: (a) the date of the *sale memorandum* signed by both the *selle* 

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

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

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

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

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

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

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

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price

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.

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

A4.2 If the special conditions do not contain a description of the lot, or simply refer Are an ite special contains to original a description of the bit, it simply feel to the relevant lofnumber, you take the risk that the description contained in the *particular*s is incomplete or inaccurate, as the *particular*s have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is

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

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

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

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

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

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

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may

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

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

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

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

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

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

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

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

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

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

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

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

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

your responsibility to check that you have the correct version

or document.

A5 The contract

(c) pay the deposit.

A5.3 You must before leaving the auction:

(b) sign the sale memorandum on your behalf.

state if we accept any other form of payment.

A5.4 If vou do not we may either:

for breach of contract: or

A5.5 The deposit

conditions: and

the buyer's default.

and able to buy the lot.

a higher minimum deposit.

completion

**GENERAL CONDITIONS OF SALE** 

otherwise with vacant possession on completion.

A6 Extra Auction Conduct Conditions

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

care and vou have no claim against us for any loss

A4 The particulars and other information

A3 Bidding and reserve prices

## Documents

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

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

## General conditions

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

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

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

#### Old arrears

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

#### Particulars

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

#### Practitioner

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

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

### Ready to complete

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

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

#### Sale memorandum

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

#### Seller

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

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

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

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

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

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

VAT Value Added Tax or other tax of a similar nature.

VAT option

An option to tax

We (and us and our) The auctioneers

You (and your) Someone who has a copy of the *catalogue* or who attends or bids at the *auction*, whether or not a *buve* 

#### AUCTION CONDUCT CONDITIONS

#### A1 Introductio

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

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

#### A2 Our role

the auction

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

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

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

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

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute: (c) notices, orders, demands, proposals and requirements of any competent

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

town and country planning, highways or public health;

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of

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

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

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

G2.2 The deposit

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

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

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

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

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

#### G3. Between contract and completion

G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:

and including the contract date to completion and: (a) produce to the *buyer* on request all relevant insurance details; (b) pay the premiums when due; (c) if the *buyers* or requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy; (d) at the request of the *buyer* use reasonable endeavours to have the *buyer's* interest noted on the policy if it does not cover a contracting purchaser; (e) unless otherwise agreed, cancel the insurance at *completion*, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the *buyer* and

(f) (subject to the rights of any tenant or other third party) hold on trust for the *buyer* (r) (subject to the rights of any deniation of other think party) had on total the *buyer* any insurance payments that the *seller* receives in respect of loss or damage arising after the *contract* date or assign to the *buyer* the benefit of any claim; and the *buyer* must on *completion* reimburse to the *seller* the cost of that insurance (to the extent not already paid by the *buyer* or a tenant or other third party) for the period from and including the *contract date* to *completion*.

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

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

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

#### G4. Title and identity

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

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

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

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

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

n paid: and

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

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

G4.3 Unless otherwise stated in the special conditions the seller sells with full title

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

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

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

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

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

#### G5. Transfer

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

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

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

#### G6. Completion

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

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

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

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

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

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer 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 ndition G9 applies

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

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

#### G9.4 The seller must:

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

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

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

#### G10. Interest and apportionments

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

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

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

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

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

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

(b) annual income and expenditure accrues at an equal daily rate assuming soc adys in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at *completion* apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five *business days* of the date when the moment is fearer. amount is know

#### G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buver to pay for arrears

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

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

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

**G11.8** While any *arrears* due to the *seller* remain unpaid the *buyer* must: (a) try to collect them in the ordinary course of management but need not take legal

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

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

the right to demand and sue for old arrears, such assignment to be in such form as the right to be had a due to *but areas*, Such assignment to be in such that a the seller's conveyancer may reasonably require; (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any *tenancy* against an undertaking to hold it to the *buyer's* order; (e) not without the consent of the seller release any tenant or surely from liability to pay *arrears* or accept a surrender of or forfeit any *tenancy* under which *arrears* are drain and

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

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

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

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

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

would (but for the indemnity in paragraph (c)) expose the *seller* to a liability that the *seller* would not otherwise have, in which case the *seller* may act reasonably in such

serier would not otherwise have, in which case the serier may act reasonably in such a way as to avoid that liability; (b) if the seller gives the *buyer* notice of the *seller's* intended act and the *buyer* does not object within five *business days* giving reasons for the objection the *seller* may act

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

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

sed forfeiture of

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

Part 3 Buyer not to pay for arrears

proceedings or forfeit the tenancy;

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

are due: and

G12. Management

policies pending completion

as the *seller* intends; and

## **Common auction conditions** Edition 3

#### G13. Rent deposits

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

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

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

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

(c) give such direct covenant to the tenant; and
 deed.

#### G14. VAT

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

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

#### G15. Transfer as a going concern

G15.1 Where the special conditions so state: (a) the *seller* and the *buyer* intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this *condition* G15 applies.

**G15.2** The *seller* confirms that the *seller* (a) is registered for *VAT*, either in the *seller's* name or as a member of the same *VAT* (a) is registered to with enter the sener's name of as a memory of the same with group; and (b) has (unless the sale is a standard-rated supply) made in relation to the *lot* a *VAT* option that remains valid and will not be revoked before *completion*.

G15.3 The buyer confirms that:

(a) it is registered for IA7, either in the *buyer's* name or as a member of a VAT group; (b) it has made, or will make before *completion*, a VAT option in relation to the *lot* and will not revoke it before or within three months after *completion*; (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not

apply to it; and (d) it is not buying the lot as a nominee for another person.

G15.4 The buyer is to give to the seller as early as possible before the agreed

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

G15.5 The *buyer* confirms that after *completion* the *buyer* intends to: (a) retain and manage the *lot* for the *buyer's* own benefit as a continuing business as a going concern subject to and with the banefit of the *tenancies*; and (b) collect the rents payable under the *tenancies* and charge *VAT* on them

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

615.6.1f, after completion, it is found that the sale or the *i*or is not a transfer or a gum concern then;
(a) the seller's conveyancer is to notify the *buyer's* conveyancer of that finding and provide a *i*\lambda Tinvoice in respect of the sale of the *lot*;
(b) the *buyer* must within five *business days* of receipt of the *V*\u00e4Tinvoice pay to the seller the *V*\u00e4T due; and
(c) it *V*\u00e4T is payable because the *buyer* has not complied with this *condition* G15, the *buyer* must pay and indemnify the *seller* against all costs, interest, penalties or surcharges that the *seller* incurs as a result.

#### G16. Capital allowances

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

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

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

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

#### G17. Maintenance agreements

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

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

#### G18. Landlord and Tenant Act 1987

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

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

## G19. Sale by practitioner

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

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

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

## G19.4 The lot is sold:

(a) in its condition at *completion*; (b) for such title as the *seller* may have; and (c) with no title guarantee; and the *buyer* has no right to terminate the contract or any other remedy if information provided about the *lot* is inaccurate, incomplete or missing.

#### G19.5 Where relevant

(a) the documents must include certified copies of those under which the *practitioner* is appointed, the document of appointment and the *practitioner's* acceptance of appointment; and

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

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

#### G20 THPF

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

G20.2 If the special conditions do not state "There are no employees to which TUPE

620.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply: (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given no the buyer not less than 14 days before completion. (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees. (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer or completion.
(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees.

Employees after completion.

### G21. Environmental

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

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

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

#### **G22**, Service Charge

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

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

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

showing: (a) service charge expenditure attributable to each tenancy: (a) so mote charge exponentials attractionate to team teams); (b) payments on account of service charge received from each tenant; (c) any amounts due from a tenant that have not been received; (d) any service charge expenditure that is not attributable to any *tenancy* and is for that reason irrecoverable.

G22.4 In respect of each *tenancy*, if the service charge account shows that: (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the *seller* must pay to the *buyer* an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the *buyer* must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the *seller* within five *business days* of receipt in cleared funds; but in respect of payments on account that are still due from a tenant *condition* G11 (*arrears*) applies.

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

**G22.6** If the *seller* holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the *seller* must pay it (including any interest earned on it) to the *buyer* on

completion; and

(b) the *buyer* must covenant with the *seller* to hold it in accordance with the terms of the *tenancies* and to indemnify the *seller* if it does not do so.

## G23. Rent reviews

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

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

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

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

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

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

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

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

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

#### G24. Tenancy renewals

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

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

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

**G24.4** Following *completion* the *buyer* must: (a) with the co-operation of the *seller* take immediate steps to substitute itself as a party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for

(c) use an reasonate encourson is conclude any proceedings on regonators for the renewal of the tenancy and the determination of any interminernal as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed *tenancy*) account to the *seller* for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

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

#### G25. Warranties

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

G25.2 Where a warranty is assignable the seller must

(a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and (b) apply for (and the selfer and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained

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

**625.3** If a warranty is not assignable the *seller* must after *completion*: (a) hold the warranty on trust for the *buyer*, and (b) at the *buyer's* cost comply with such of the lawful instructions of the *buyer* in relation to the warranty as do not place the *seller* in breach of its terms or expose the *seller* to any liability or penalty.

#### G26. No assignment

to the application.

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

#### G27. Registration at the Land Registry

G28. Notices and other communications

G28.2 A communication may be relied on if:

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

G271 This condition G271 applies where the *lot* is leasehold and its sale either triggers first registration or is a registrable disposition. The *buyer* must at its own expense and as soon as practicable:

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

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

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

(b) made electronically and personally acknowledged (automatic acknowledgement

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

## Memorandum of sale

October 2020

Lot Number						Buyer's Name(s)
Auction Date	DI	M	Μ	Y	Y	
Property Address						Buyer's Address
<b>Agreement</b> Date	DI	M	Μ	Y	Υ	Buyer's Phone Number
<b>Completion</b> Date	DI	M	Μ	Y	Y	
Sale Price $\pounds$ ,		,				Buyer's Solicitors Firm
Deposit $\pounds$ ,		,				Buyer's Solicitors Contact Name
Balance £		,				
Seller's Name(s)						Buyer's Solicitors Address
Seller's Address						
						Buyer's Solicitors Phone Number         Buyer's Administration Fee (Office use only)

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

**Signed as Agent** (for the seller)

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

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For Entry 300

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