

# LAND AND PROPERTY AUCTIONS

**STRAKERS**

May 2021

Online  
Thursday 20 May



# Welcome

May 2021

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I am delighted to be able to provide you with another land & property auction catalogue and as every auction goes by, it feels we are a little nearer to normality. We have made the decision that we will continue with the online auction platform for the remainder of 2021, mainly as there is still uncertainty over how the autumn and winter will be with regards to Covid cases but also we don't believe many people are in a rush to get back to a packed auction room quite yet. I would however, welcome opinion from you as to your thoughts on online auctions compared to the room sales and how we might provide you with the best service in the future.

On a happier note, the first auctions of the year both had 100% sale rates which confirms that it is a strong market out there but also that we are getting both stock and pricing right at the moment. Hopefully this trend will continue for the foreseeable future. One thing I do miss from not holding the physical sales is meeting up with clients, so I would welcome any phone calls to discuss any of the properties or the auction market in general. Hopefully one of the lots in this catalogue takes your eye and you are successful on the 20th May.

**Charlie Doel** MNAVA  
Director and Auctioneer



**Charlie Doel** MNAVA  
Director and Auctioneer

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**Tori Lancaster-Gaye**  
Auction Negotiator

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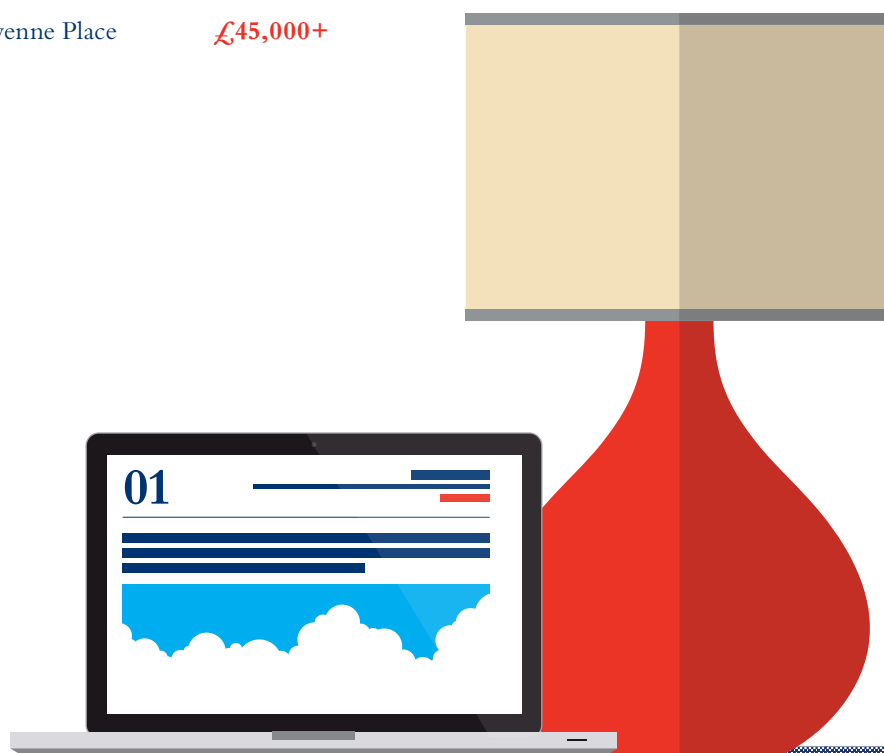
**Lizzie Hooper**  
Auction Administrator

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

# Order of Sale

Online Thursday 20 May 2021 from 5pm

<b>01</b>	63 Farriers Close Swindon SN1 2QX	£70,000+	<b>10</b>	Development Site at Bolwell Court Devizes SN10 1DT	£170,000+
<b>02</b>	86 Pinewood Way North Colerne, Chippenham SN14 8QU	£120,000+	<b>11</b>	12 Manor Crescent Swindon SN2 2LF	£145,000+
<b>03</b>	129 Top Lane Whitley, Melksham SN12 8QY	£220,000+	<b>12</b>	16 Market Place Chippenham SN15 3HW	£210,000+
<b>04</b>	Land at Preston Road Lyneham, Chippenham SN15 4AP	£10,000+	<b>13</b>	9 New Road Marlborough SN8 1AH	£140,000+
<b>05</b>	Land at John Rumble Court Devizes SN10 3AA	£10,000+	<b>14</b>	44 Scotland Road Melksham SN12 8AJ	£130,000+
<b>06</b>	150 Gainsborough Close Salisbury SP2 9HJ	£135,000+	<b>15</b>	9 Tory Bradford-on-Avon BA15 1NN	£140,000+
<b>07</b>	Flat 1, 9 Bath Road Swindon SN1 4AS	£75,000+			
<b>08</b>	Unit 9, Coped Hall Business Park Royal Wootton Bassett SN4 8DP	£500,000+			
<b>09</b>	Development Site at Mayenne Place Devizes SN10 1QJ	£45,000+			



# Results and Highlights

April 2021

**Total Sales** £1,024,000

For the second successive sale Strakers recorded a 100% sale rate much to our delight and our clients. There are many reasons for this success in my opinion, firstly there is still a strong appetite with buyers wanting to spend some money, especially on land at present. I have also had many motivated clients who obviously want to achieve the best price possible but are also being very realistic in expectations, this is also why some of the Lots are selling well in excess of guide/reserve. Thirdly and finally we have been offering good and interesting stock and have been using our widespread marketing to draw in bidders from far and wide. I mentioned land has been popular and the first four Lots confirm this, with them all making well over guide prices and in a couple of cases, my clients wildest expectations.

**Charlie Doel** MNAVA Director and Auctioneer



01	Land at The Lymers Yatesbury, Calne SN11 8YQ	£15,000+ £41,500	07	About 15.6 Acres at Days Lane Kington Langley, Chippenham SN15 5PA	£95,000+ <b>Withdrawn</b>
02	Land at Pigott Close Netheravon, Salisbury SP4 9QF	£20,000+ £78,500	08	7 Foyles Mead Wylke, Warminster BA12 0RT	£200,000+ £210,000
03	Woodland at Quarry Hill Box, Corsham SN13 8LP	£10,000+ £31,000	09	Embankment Works Bath Road, Chippenham SN14 0RL	£230,000+ £250,000
04	Woodland at Quarry Hill Box, Corsham SN13 8LP	£10,000+ £40,000	10	63 Farriers Close Swindon SN1 2QX	<b>Postponed</b>
05	21 The Links Hawthorn, Corsham SN13 0NX	£85,000+ £107,500	11	4 Short Street Melksham SN12 7EY	£130,000+ £180,000
06	About 6.5 Acres at Days Lane Kington Langley, Chippenham SN15 5PA	£50,000+ <b>Withdrawn</b>	12	49A High Street Melksham SN12 6JY	£65,000+ £85,500

“Good easy service.”

Graham Aymes

Strakers are rated Excellent 4.8/5 based on 333 Reviews.





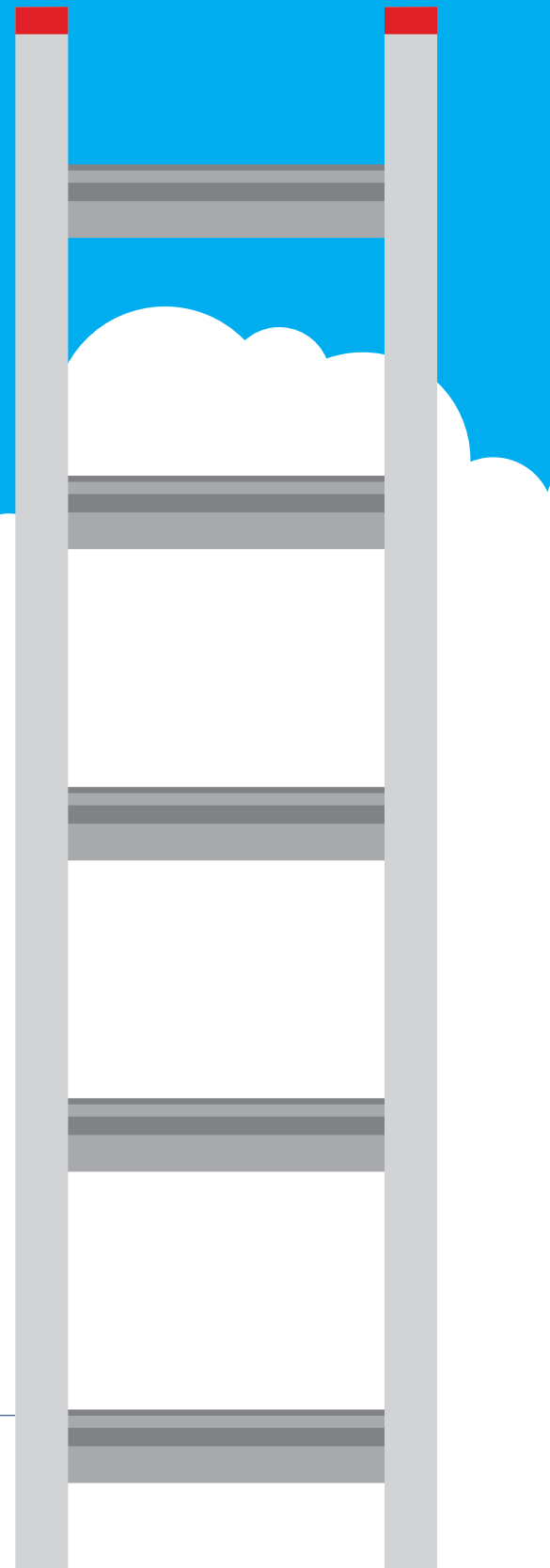


# PROPERTY MAINTENANCE

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

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

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





ON THE MOVE



# WHAT SELLS BEST AT AUCTION?

I generally find the best Lots fall into either of these brackets;

- 1) Something that the buyer will fall in love with (passion)
- 2) Something that the buyer can make money from (profit)

Our sale rate of 80 – 85% includes anything from; houses, garages, pony paddocks, building plots, HMOs, commercial investment, typical doer-upper, phone exchanges to public toilets!

The guide price is critical at auction; the majority of auction properties may not be the most beautiful to look at or may have a few problems, however the initial guide price is there to generate interest and get buyers in to the room (or online at the moment).

At the end of the day the buyers will dictate where the price ends up. So the more buyers generated the more likely the property will sell.

# Auction process

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## View Property

It is essential to inspect the lot preferably more than once. Due to the condition of some auction properties we advise all viewers to take the necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, Strakers cannot be held liable for loss or injury caused while viewing or accessing any lot.

## Check Legal Pack

The legal pack is available from the auctioneers' website [www.strakers.co.uk](http://www.strakers.co.uk).

## Arrange Finance

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

## Consult a Surveyor

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

## Consult a Solicitor

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

## Auction Day

Contact the auctioneers prior to attending the auction to confirm your desired lot is still being offered. 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 £600 including VAT on Lots sold for less than £99,999, or £1,200 including VAT on Lots sold for £100,000 and above in addition to the deposit. A VAT receipt can be issued upon request.

## Completion

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

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

## The particulars and other information

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



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

They do not form part of any contract between the seller and the buyer. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

## 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.

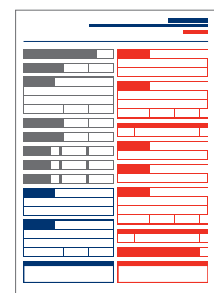
## Proof of identification

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

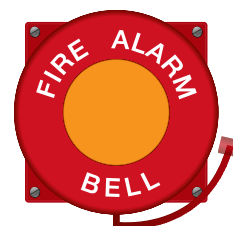


applicable). Bidding on someone else's behalf you are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from

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.

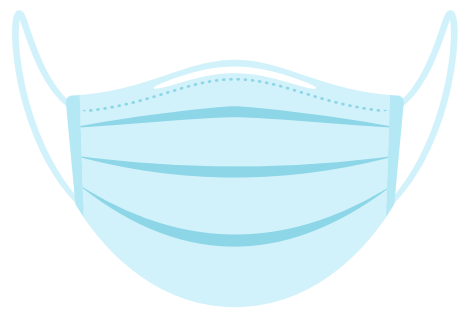


## Post-auction sales

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.

# 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.

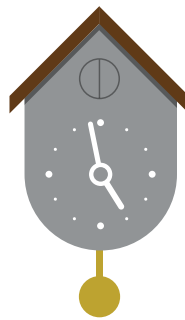
This is a straightforward process. Starting the registration includes filling out your personal details, verifying your email address, and accepting the Online Auction 'Terms and Conditions'. Once you have done this you will be able to search, 'watch' Lots and download legal documents.

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 anti-money 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 20 May, 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 £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 £600 incl VAT for Lots bought under £100,000 or £1200 incl VAT for Lots bought at £100,000 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.



# IMPORTANT NOTICE



**The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017** came into force on the 26th June 2017 and all Auctioneers are now required to verify the identity of all bidders before the auction.

## PRIVATE INDIVIDUALS

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

### UK PRIVATE INDIVIDUALS

*You must provide one document from each list*

#### List A - Identity documents:

- Current signed passport
- Current UK photo card driving licence
- Current full UK driving licence (old version)
- Provisional driving licence
- Resident permit issued by the Home Office to EU Nationals
- HMRC Inland Revenue tax notification
- Firearms certificate
- Self-employed in the construction industry – tax exemption certificate with photograph of holder (forms C155, C156 or SC60)

#### List B - Evidence of address:

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

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

### NON-UK PRIVATE INDIVIDUALS

*You must provide one document from each list*

#### List A - Identity documents:

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

#### List B - Evidence of address:

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

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

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

## CORPORATE BODIES, (INCLUDING TRUSTS ETC.)

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

### Part 5 of the Regulations states:

*Corporate bodies: obligations*

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

#### (a) information identifying:

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

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

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

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

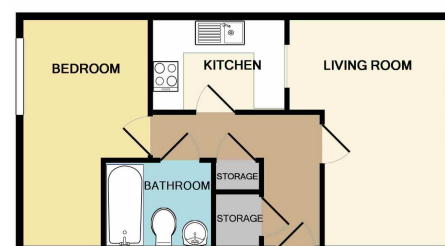
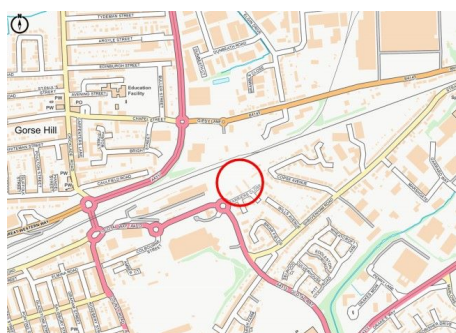


# 63 Farriers Close

Swindon, Wiltshire, SN1 2QX

**\*Guide Price £70,000+ Plus Fees**

# 01



**1 Bedroom ground floor apartment** previously let producing £500 per calendar month which equates to £6,000 per annum.

Allocated parking space to the front.

There is a communal entrance with the flat immediately on the right. The accommodation comprises of entrance hall with storage cupboards, living room, kitchen, bedroom and bathroom.

The apartment is leasehold with about 69 years remaining on the lease. Copies of this and any management charges will be available from the auctioneers.

EPC Rating Band D

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

**For further details** please call: 01249 765200 or visit [strakers.co.uk](http://strakers.co.uk)



**2 Bedroom terraced house** in need of modernisation located in a semi-rural but residential area.

Potential rental income in good order of about £750pcm which equates to about £9,000pa.

Accommodation comprises on the ground floor; entrance hall, living room and kitchen and on the first floor; landing, 2 bedrooms and bathroom.

There is an enclosed rear garden with a patio area with steps up to a lawn with shrub borders. At the front is a long grassed garden and a brick built storeroom. A short distance away is a single garage with a long driveway.

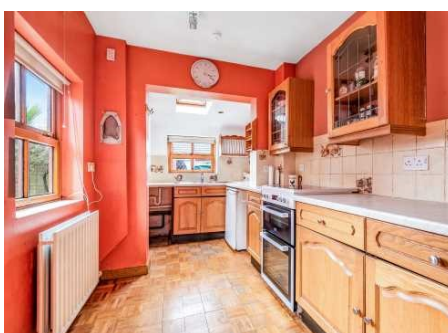


# 129 Top Lane

Whitley, Melksham, Wiltshire, SN12 8QY

**\*Guide Price £220,000+ Plus Fees**

# 03



**2 Bedroom end-terrace cottage** in need of modernisation with large workshop and double garage to the rear.

Great edge of village location with fields opposite.

Accommodation comprises on the ground floor; open plan living/dining room, kitchen and on the first floor; landing, 2 bedrooms and bathroom.

There is a garden area to the front with side access to an enclosed rear garden. Behind this is the double garage plus workshop/office and bathroom which has an internal floor area of about 415ft<sup>2</sup> (38.6m<sup>2</sup>).

EPC Rating Band D

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

**For further details** please call:

01249 712 039 or visit [strakers.co.uk](http://strakers.co.uk)

# 04

## Land at Preston Road Lyneham, Chippenham, Wiltshire, SN15 4AP

**\*Guide Price £10,000+ Plus Fees**



**Parcel of land** which previously had consent for a 3 bedroom house.

Additional area for parking.

Planning consent was granted in 2009 under application no N/09/01361/FUL. However in 2020, application no 20/04896/FUL was refused.

The extent of the land and parking area are shown edged red for identification purposes only on the aerial photo.

EPC Rating Band N/A

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

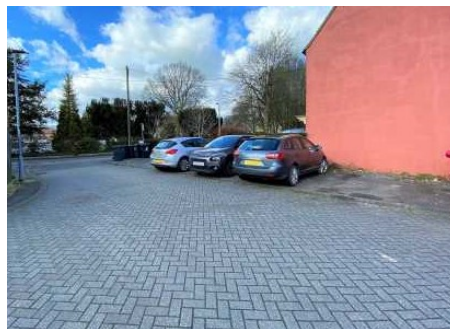
**For further details** please call:

01249 765200 or visit [strakers.co.uk](http://strakers.co.uk)

# 05

## Land at John Rumble Court Devizes, Wiltshire, SN10 3AA

**\*Guide Price £10,000+ Plus Fees**



**Parcel of land** which could provide parking for local residents.

Close to the town centre.

This strip of land is situated at the entrance to the cul-de-sac, local residents have been using it for parking.

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

EPC Rating Band N/A

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

**For further details** please call:

01380 723 451 or visit [strakers.co.uk](http://strakers.co.uk)



# 150 Gainsborough Close

Salisbury, Wiltshire, SP2 9HJ

**\*Guide Price £135,000+ Plus Fees**

# 06



**3 Bedroom end-terrace house** situated in a residential area in need of minor updating.

With front and rear gardens, it's an ideal first time or investment buy.

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

In good order, the property should achieve a rental income of about £750 per calendar month which equates to about £9,000 per annum.

EPC Rating Band F

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

**For further details** please call: 01249 765200 or visit [strakers.co.uk](http://strakers.co.uk)



**First floor 1 bedroom flat** in the heart of Old Town close to amenities, restaurants and bars.

The flat will be offered vacant and has recently been let at £650pcm which equates to an income of £7,800pa.

Accommodation comprises of entrance hall, kitchen/breakfast room, living room, bedroom and bathroom. There is electric heating and the apartment is in generally good order throughout. One parking space to the rear.

There are 65 years remaining on the lease and we understand discussions have taken place for a lease extension with the freeholder.

# Unit 9, Coped Hall Business Park

Royal Wootton Bassett, Wiltshire, SN4 8DP

**\*Guide Price £500,000+ Plus Fees**

# 08



**Spacious office building** ideal for investment. Situated in a popular business park with good access to the M4 motorway.

Floor area about 5,173ft<sup>2</sup> (480.59m<sup>2</sup>) and 16 allocated parking spaces.

The property is leasehold with the remainder of a 999 year lease and ground rent/service charge amounting to about £4,250pa. Further details available in the legal pack produced by **Royds Withy King Solicitors, Swindon**.

#### **Joint Auctioneers**

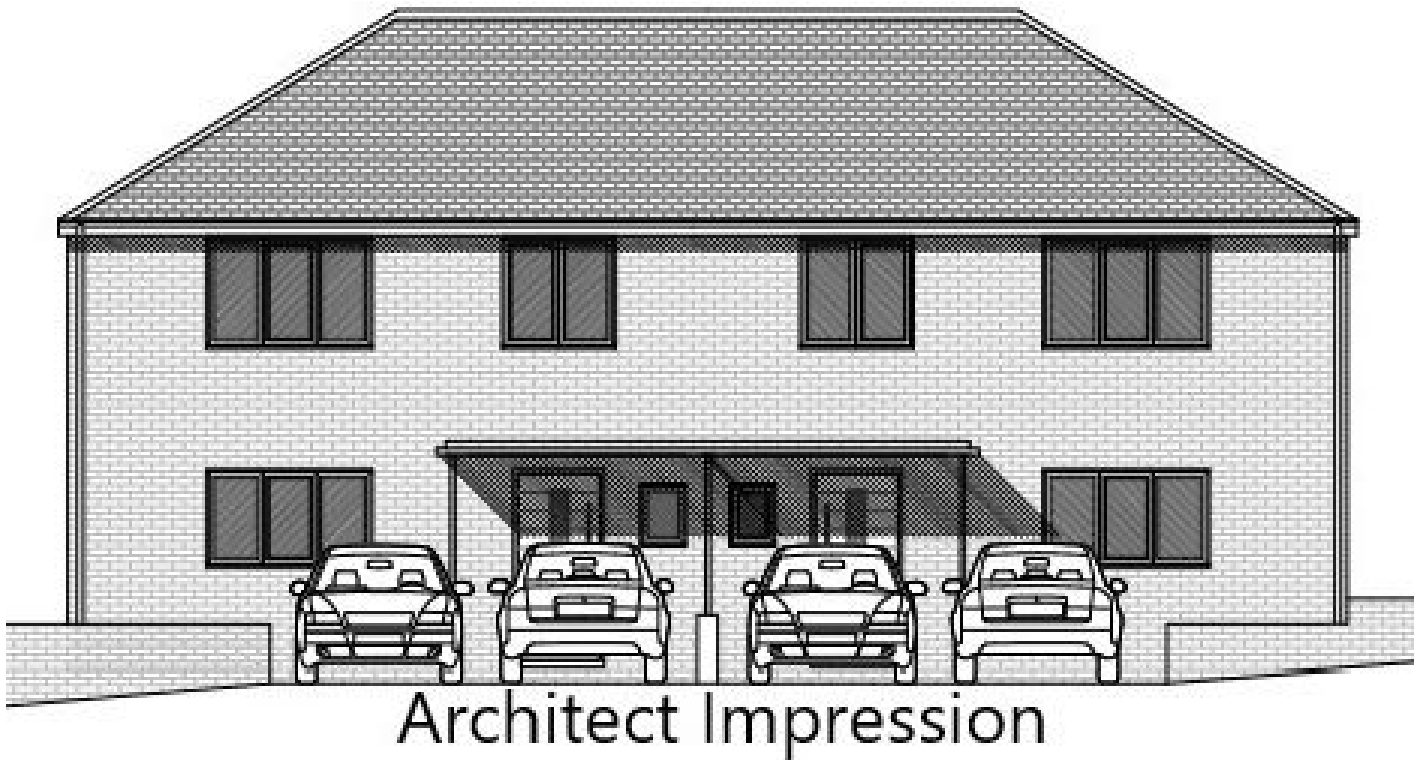
Loveday  
Swindon  
01793 423 344

**EPC Rating Band C**

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

**For further details** please call:  
01249 765200 or visit [strakers.co.uk](http://strakers.co.uk)





**Development site for a pair of 3 bedroom houses** in a residential area close to the outskirts of town.

The site comprises of 8 garages and a forecourt with a frontage of about 18.5m and depth of about 27.5m.

Planning consent was granted by Wiltshire Council under Application No 18/07387/FUL on the 27th September 2018 for a pair of semi-detached houses each with an internal floor area of about 796.24ft<sup>2</sup> (74m<sup>2</sup>).

There is a high voltage cable crossing the site which will need to be diverted or an alternative scheme drawn up, an example of which is available from the Auctioneers.



# Development Site at Bolwell Court

Devizes, Wiltshire, SN10 1DT

**\*Guide Price £170,000+ Plus Fees**

# 10



**Development site for 4 dwellings**  
in a central location only a short walk  
from the town centre.

Planning consent granted for  
redevelopment and part conversion in  
Dec 2018 under 18/10200/VAR.

**Unit 1:** Kitchen/living room, cloakroom,  
bedroom and bathroom about 516ft<sup>2</sup>  
(48m<sup>2</sup>)

**Units 2&3:** Kitchen/living room,  
bedroom and bathroom about 463ft<sup>2</sup>  
(43m<sup>2</sup>)

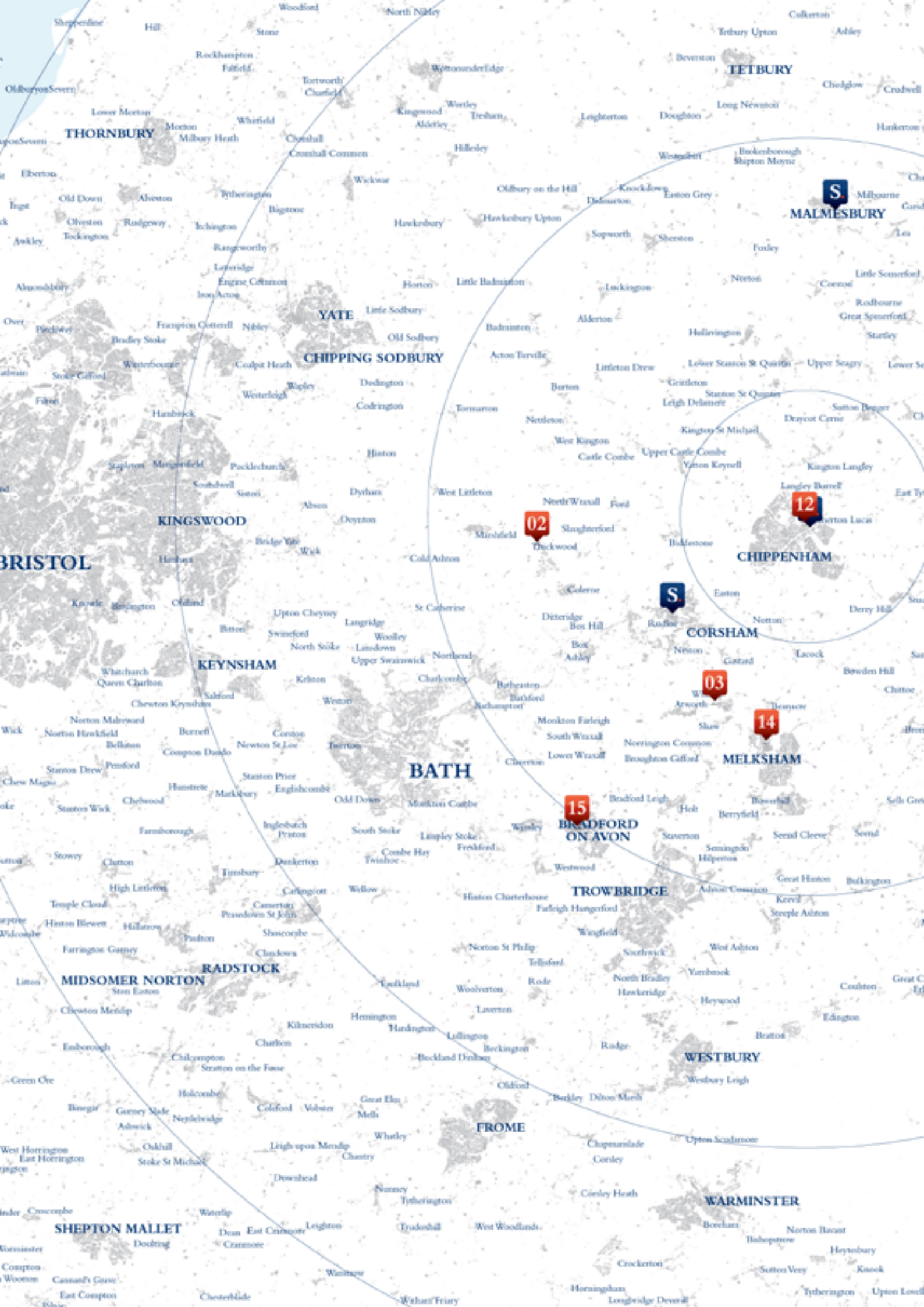
**Unit 4:** Kitchen/living room, 2  
bedrooms and bathroom about 678ft<sup>2</sup>  
(63m<sup>2</sup>)

The extent of the property is shown  
edged red on the plan.

EPC Rating Band N/A

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

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



THORNBURY

YATE

CHIPPING SODBURY

KINGSWOOD

BRISTOL

KEYNSHAM

BATH

RADSTOCK

MIDSOMER NORTON

FROME

SHEPTON MALLET

TETBURY

MALMESBURY

CHIPPENHAM

CORSHAM

MELKSHAM

BRADFORD ON AVON

TROWBRIDGE

WESTBURY

WARMINSTER

02

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03

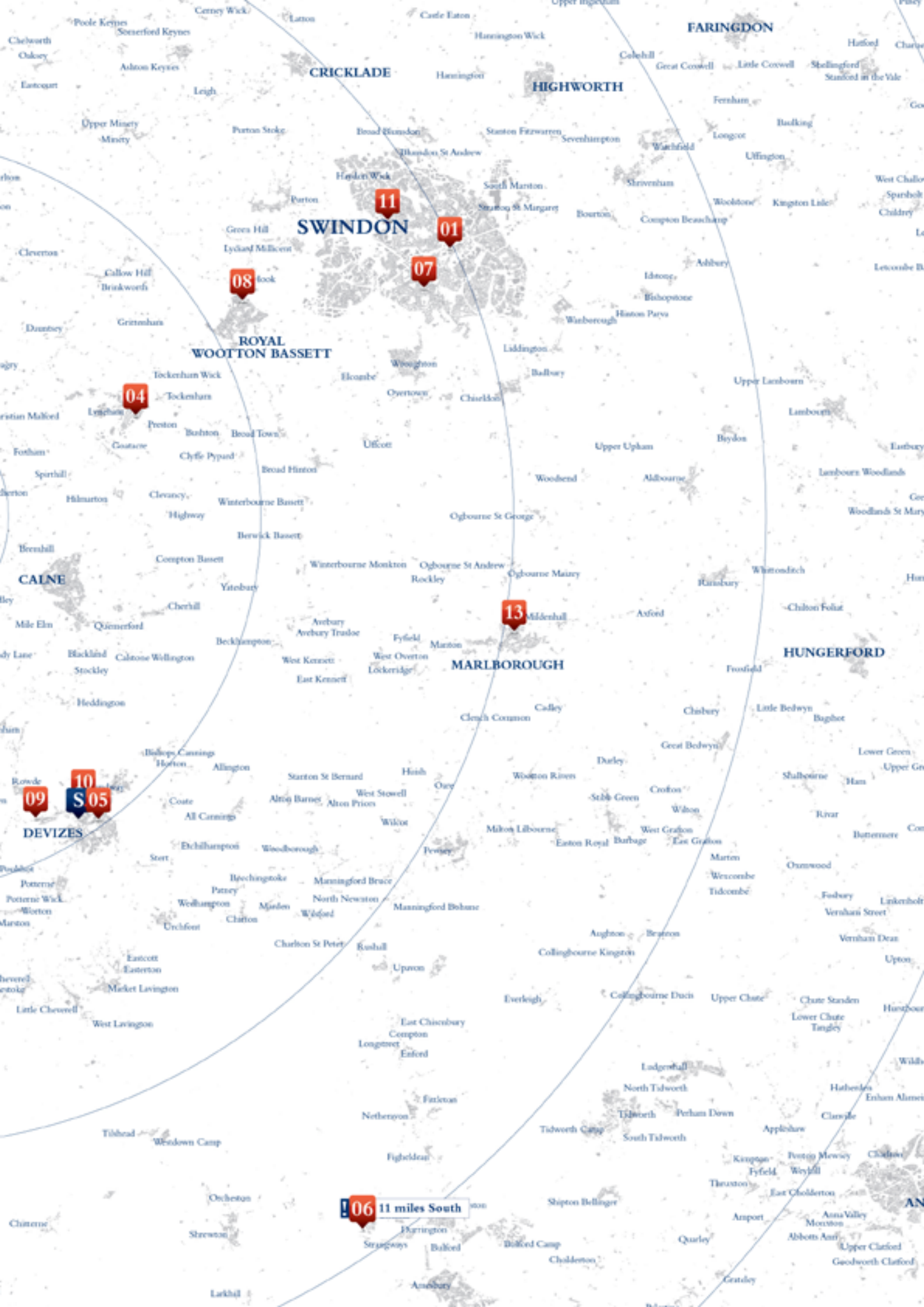
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**SWINDON**

**ROYAL WOOTTON BASSETT**

**MARLBOROUGH**

**DEVIZES**

**HUNGERFORD**

**CRICKLADE**

**HIGHWORTH**

**FARINGDON**

**11 miles South**



**3 Bedroom terraced house** in need of modernisation and improvement.

Ideal first time buy or investment with a potential rental income when in good order of about £800pcm.

Accommodation comprises on the ground floor; entrance porch and hallway, living room, dining room and kitchen. On the first floor; landing, 3 bedrooms and a bathroom. There is double glazing and gas central heating.

The front garden could provide off road parking subject to consents and there is an enclosed rear garden mainly laid to lawn.



# 16 Market Place

Chippenham, Wiltshire, SN15 3HW

**\*Guide Price £210,000+ Plus Fees**

# 12



**Town centre investment opportunity** comprises of retail shop with two flats over.

The Grade II listed building is currently producing a rental income of £22,632 per annum.

The retail shop is producing £7,992 per annum.

Flat 1 comprises; Kitchen/Living room, bedroom and shower room and is producing £595pcm.

Flat 2 comprises; Kitchen/living room, 2 bedrooms and bathroom and is producing £625 pcm.

EPC Rating Band N/A

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

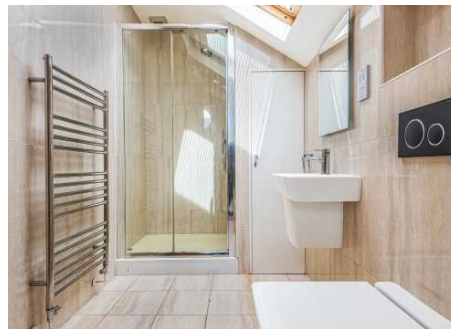
**For further details** please call: 01249 652 717 or visit [strakers.co.uk](http://strakers.co.uk)

# 13

**9 New Road**

Marlborough, Wiltshire, SN8 1AH

**\*Guide Price £140,000+ Plus Fees**



**2 Bedroom cottage** ideal for investment and situated within walking distance of Marlborough High Street.

Renovated throughout whilst retaining some period features.

Accommodation comprises on the ground floor; living room and kitchen and on the first floor; landing, master bedroom with en-suite shower room, second bedroom with en-suite cloakroom. To the rear is a communal courtyard.

Completely renovated in recent years the cottage would make an ideal Air BnB or rental investment and was producing about £850pcm which equates to about £10,200pa.

EPC Rating Band E

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

**For further details** please call:

01380 723 451 or visit [strakers.co.uk](http://strakers.co.uk)



# 44 Scotland Road

Melksham, Wiltshire, SN12 8AJ

**\*Guide Price £130,000+ Plus Fees**

# 14



**3 Bedroom semi-detached house** in need of modernisation and within walking distance of the town centre.

Ideal first time buy or investment with a potential rental income when in good order of about £850pcm.

Accommodation comprises on the ground floor; entrance hall, living room, dining room, kitchen and cloakroom. On the first floor; landing, 3 bedrooms and a bathroom. There is double glazing and gas central heating.

Outside there is a driveway with space for a couple of cars leading to a garage. A small gravelled garden area to the front and an enclosed rear garden mainly laid to lawn with an outside store.

EPC Rating Band TBC

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

**For further details** please call:

01249 712 039 or visit [strakers.co.uk](http://strakers.co.uk)



**2 Bedroom maisonette** in a very popular elevated position with stunning views over the town.

The Grade II listed property is in need of modernisation and extensive repairs to the roof.

The accommodation comprises a private entrance hall with stairs to the first floor landing with a living room and kitchen off. On the second floor are two double bedrooms and a bathroom. Outside there is a shared area of garden to the front.

It would make a great Air BnB or rental investment especially being so close to the town centre.







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

53 High Street

Malmesbury, Wiltshire SN16 9AG





# Common auction conditions *Edition 3*

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

## INTRODUCTION

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

### Glossary

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

### Auction Conduct Conditions

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

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

### Sale Conditions

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

## IMPORTANT NOTICE

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

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

## GLOSSARY

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

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to *condition* G9.3:

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

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

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the *catalogue*.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the *auction*.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

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

### Contract

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

### Contract date

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

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

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

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

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The *auctioneers*.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

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

### A2 Ourrole

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

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

(b) offer each *lot* for sale;

(c) sell each *lot*;

(d) receive and hold deposits;

(e) sign each *sale memorandum*; and

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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

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

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

### A5 The contract

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

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

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

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

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

(c) pay the deposit.

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

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

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

**A5.5** The deposit:

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

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

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

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

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

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

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

### A6 Extra Auction Conduct Conditions

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

## GENERAL CONDITIONS OF SALE

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

### G1 The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

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

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

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

## G3. Between contract and completion

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

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

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

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

## G4. Title and identity

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

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

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

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

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

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

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

## G5. Transfer

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

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

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

## G6. Completion

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

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

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

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

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

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

## G7. Notice to complete

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

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

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

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

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

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

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

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

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

## G9. Landlord's licence

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

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

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

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

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

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

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

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

## G10. Interest and apportionments

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

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

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

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

## G11. Arrears

### Part 1 Current rent

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

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

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

### Part 2 Buyer to pay for arrears

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

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

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

### Part 3 Buyer not to pay for arrears

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

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

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

## G12. Management

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

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

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

# Common auction conditions *Edition 3*

## G13. Rent deposits

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

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

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

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

## G14. VAT

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

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

## G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

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

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

## G16. Capital allowances

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

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

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

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

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

## G17. Maintenance agreements

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

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

## G18. Landlord and Tenant Act 1987

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

**G18.2** The *seller* warrants that the *seller* has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19. Sale by practitioner

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

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

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

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

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

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

**G19.5** Where relevant:

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

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

## G20. TUPE

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

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

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

## G21. Environmental

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

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

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

## G22. Service Charge

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

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

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

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

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

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

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

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

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

## G23. Rent reviews

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

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

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

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

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

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

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

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

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

## G24. Tenancy renewals

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

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

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

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

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

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

## G25. Warranties

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

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

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

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

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

## G26. No assignment

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

## G27. Registration at the Land Registry

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

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

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

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

## G28. Notices and other communications

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

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

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

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

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

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

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

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



# Memorandum of sale

May 2021

Lot Number

Auction Date

Property Address

Agreement Date

Completion Date

Sale Price

Deposit

Balance

Seller's Name(s)

Seller's Address

Buyer's Name(s)

Buyer's Address

Buyer's Phone Number

Buyer's Solicitors Firm

Buyer's Solicitors Contact Name

Buyer's Solicitors Address

Buyer's Solicitors Phone Number

Buyer's Administration Fee (Office use only) ☒

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

Signed as Agent (for the seller)

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

ID Checklist  
(Office use only)

Photographic



Address



Negotiator



14019900163  
Printed on Carbon Captured paper

# ENTRIES NOW BEING INVITED

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

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

