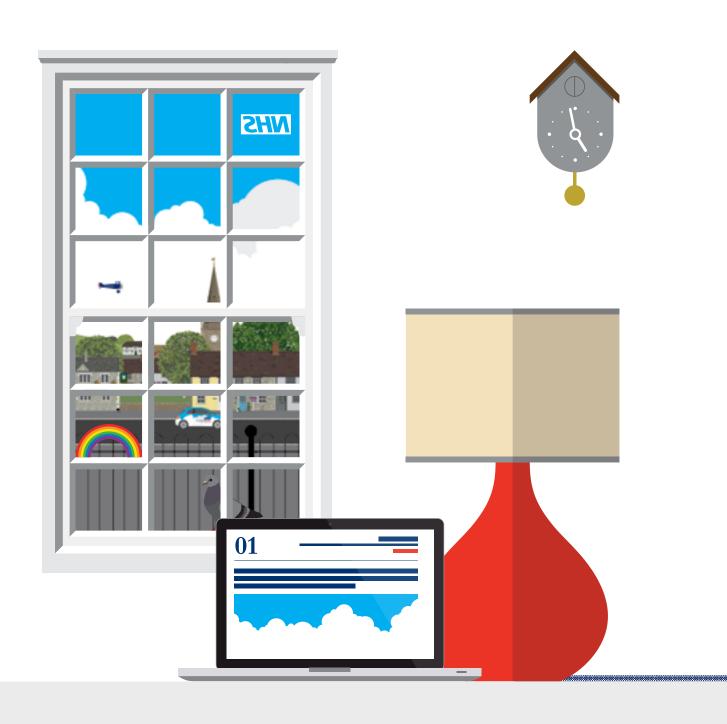
# LAND AND PROPERTY AUCTIONS



August 2021

**Online** Thursday 26 August





Welcome to Strakers August Land & Property Auction. Whilst the auction is one of the most important events of the month for me, there is also the small matter of the Olympics happening over in Japan. I love the excitement it generates and the buzz the population gets from our sporting successes. There have been many debates about whether national good vibes help with positivity in the property market, my own thoughts are that it can't but help. Which is great as it gives me even more reason to cheer the team on.

On a more local level, Covid-19 is still with us and whilst national guidelines have lessened somewhat, Strakers policies have not changed. We will continue to monitor the situation over the upcoming months and will keep you advised as to any updates on open houses etc.

**Charlie Doel** MNAVA Director and Auctioneer





Charlie Doel MNAVA Director and Auctioneer charlie.doel@strakers.co.uk



Tori Lancaster-Gaye
Auction Negotiator
tori.lancaster-gaye@strakers.co.uk



Lizzie Hooper
Auction Administrator
lizzie.hooper@strakers.co.uk

## Order of Sale

**Bidding** opens midday 25 August closes from 17:00 26 August

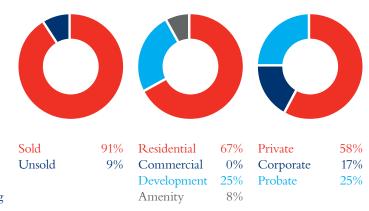
01 37 Newtown Trowbridge BA14 0BD	£165,000+ Closes 17:00	10 4 Turnpike Cottages Biddestone, Chippenham SN14 7DN	<b>₹170,000+</b> 17:45
Pormer Lopes Arms Market Place, Westbury BA13 3DQ	<b>£550,000+</b> 17:05	22 Upton Scudamore Warminster BA12 0AG	<b>₹160,000+</b> 17:50
03 377 Longleaze Lane Melksham SN12 6QJ	<b>£140,000+</b> 17:10	12 133 & 134 Potters Walk, High Street Royal Wootton Bassett SN4 7AY	<b>₹,625,000</b> + 17:55
<b>04</b> 87 Ramsbury Avenue Swindon SN2 5NY	<b>£120,000+</b> 17:15	13 1 Station Road Swindon SN1 2BD	<b>£85,000+</b> 18:00
05 51 Chestnut Road Sutton Benger, Chippenham SN15 4RP	<b>£170,000+</b> 17:20	14 17 High Street Calne SN11 0BS	<b>£90,000+</b> 18:05
Development Site at Saxon Rise Collingbourne Ducis SN8 3HQ	<b>£135,000+</b> 17:25	15 S5 Northgate Street Devizes SN10 1JJ	<b>£160,000+</b> 18:10
07 48 Dogridge Purton, Swindon SN5 4DL	<b>₹75,000+</b> 17:30	16 33 & 33a Silver Street Warminster BA12 8PT	<b>£295,000+</b> 18:15
Garages at Dogridge Purton, Swindon SN5 4DL	<b>£165,000+</b> 17:35		
Allotment Land at Weavers Cottages Seend, Melksham SN12 6NN	<b>£15,000+</b> 17:40		
01			

## Results and Highlights

July 2021

Total Sales £2,080,500

That was an interesting sale with a few ebbs and flows along the way. We sold two early on in the process due to exceptional offers our clients couldn't really turn down. Whether we would have made more by running it to the sale we will never know as it is always a gamble as to whether to sell or to continue, I do feel we got these calls right however. There was some very competitive bidding on the night with a couple of lots really surprising us and achieving prices way above expectations. The land at Hannington Wick is an excellent case point, with offers just prior to the sale of between £80,000 &£100,000, we advised the client to hold their nerve when she was considering accepting, the phone call, post-sale, was an absolute delight with a happy client and Prosecco being poured in the background. I for one am looking forward to the next sale to see what stories unfold.



#### Charlie Doel MNAVA Director and Auctioneer

01	13 Hartmoor Road Devizes SN10 5HQ	£80,000+ Sold Prior	<b>07</b>	Diamond Cottage High Street, Bathampton, Bath BA2 6SX	£270,000+ £270,000
02	23 Hobbes Close Malmesbury SN16 0DA	£100,000+ £144,000	08	5 Wick Bridge Bremhill, Calne SN11 9LG	£110,000+ £167,000
03	31 Cherry Orchard Highworth, Swindon SN6 7AU	£165,000+ Postponed	09	Land & Buildings at Hannington Wick Swindon SN6 7RX	£,75,000+ £,161,000
04	8 Lodowicks Bremhill, Calne SN11 9LB	£150,000+ £185,000	10	Former Methodist Chapel, Seend Cleeve Seend, Melksham SN12 6PY	£250,000+ Sold After
05	73 Beatrice Street Swindon SN2 1BG	£150,000+ Not Sold	11	Barn for Conversion at Spin Hill Market Lavington, Devizes SN10 4NR	£150,000+ £263,000
06	Development Site at Bolwell Court Devizes SN10 1DT	£140,000+ £,158,000	12	48 Spout Lane Sells Green, Seend, Melksham SN12 6PF	£230,000+ £,290,000

109 Land and Building at Hannington Wick

Guide Price

Legal Pack Registrations

**27** 

Bidders

Bids

**왕 7** 

**♣** 129

& £,161,000+





08 5 Wick Bridge Bremhill, Calne

Guide Price

∅ £110,000+

Legal Pack Registrations

**2** 41

Bidders Bids

**≈ 5 488** 

\$ £167,000+

"Very easy to work with, great communications from beginning to end. Had a property that went up for auction. Pretty much left this in the hands of the Auction Team, sold prior at a great price, very happy with how they dealt with all the administration. Big thank you to all the team."





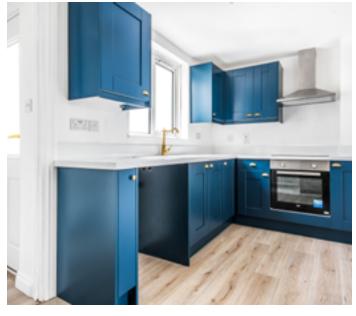




2 Bedroom terraced house for improvement in the Pewsey Vale. In an elevated position with views to front over a central green. Ideal buy-to-let or first time buyer purchase.

# **RENOVATED AND SOLD** (STC) with our Devizes office













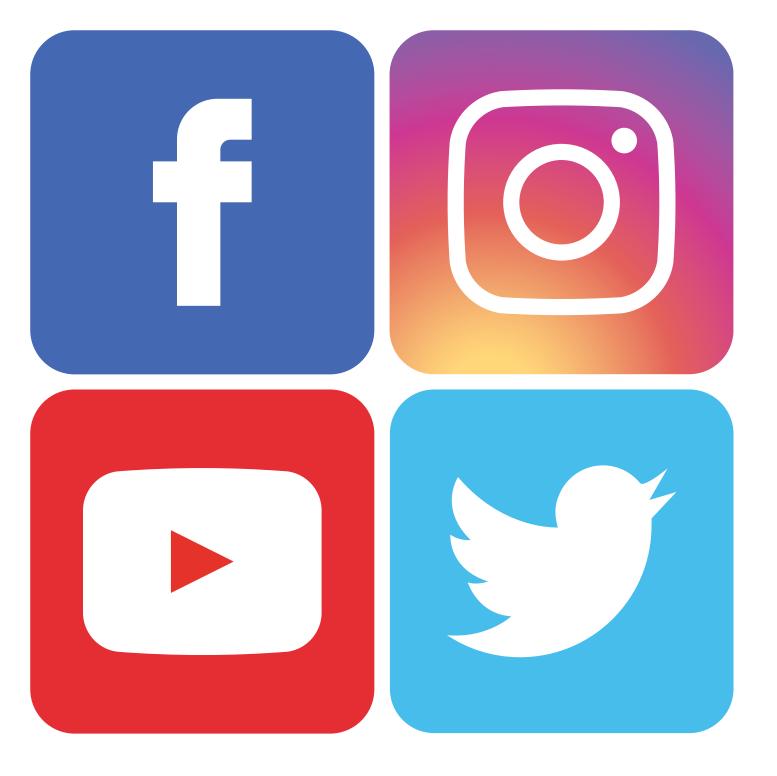
2 Bedroom mid-terraced house for improvement in the Pewsey Vale. Views to front over a central green. Ideal buy-to-let or first time buyer purchase.

# **RENOVATED AND SOLD** (STC) with our Devizes office









# IN THE KNOW

**Be one step ahead** with our latest properties, news and features. Follows us live:



# SELLING AT AUCTION

## Auctions offer quick sales and high certainty!

We have a very diverse range of sellers, from housing associations to deceased estates and each need something slightly different. Regardless of whether you have a property to sell, a parcel of land/building plot or a block of garages, the most important thing to do is to get Auctioneer, Charlie Doel out for a free, no obligation valuation.

Honesty is the best policy and if we don't think the property suits auction, we will advise on the best course of action and can put you in touch with our residential team to sell on the private treaty if needed.

The valuation you receive will be straight to the point and honest. There is no point in outing anything into the auction with an unrealistic price tag as it won't sell. Whilst we can't say that we will be able to sell 100% on the night (although we have a few times this year), the majority of lots offered will sell if priced correctly, wither on the auction night itself, or will be tied up in the following days.

The whole auction process from the point of marketing through to completion is 8 weeks, so auctions tend to attract clients who need a quick sale.

#### Top Tips

- Present the property in its best light to boost value
- Get paperwork organised in advance
- Building plots sell well at auction

If you're thinking about selling at auction, get in touch with the team today.

## **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 £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 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**

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

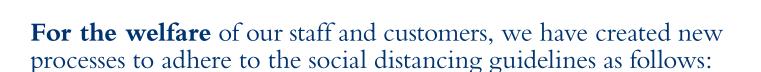
Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion.

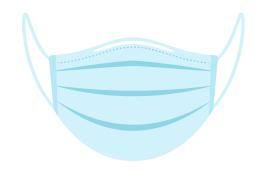


#### Post-auction sales

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





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 26 August, 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.









3/4 Bedroom terraced house in need of modernisation. An ideal family home or investment buy.

Attractive bay fronted period property within walking distance of the town centre.

Accommodation comprises on the ground floor; entrance hall, living room, dining room, kitchen, utility room and bathroom. On the first floor; landing, 3 bedrooms (one is currently fitted with a kitchen), and a bathroom. On the second floor is a spacious attic room/bedroom 4.

Long rear garden mainly laid to lawn with rear pedestrian access, small front garden.

## Former Lopes Arms, Market Place

Westbury, Wiltshire, BA13 3DQ

\*Guide Price £550,000+ Plus Fees









Attractive Grade II listed former public house with consent for conversion to 3 substantial houses.

Situated in the town centre there is potential for an alternative scheme with an increased number of dwellings (subject to consents). Existing GIA of about 734m<sup>2</sup>.





The Lopes Arms is situated in the older heart of Westbury close to the Church of All Saints and with other attractive houses in the vicinity.

Westbury has a good local range of amenities and a railway station whilst the larger nearby towns of Warminster, Trowbridge and the City of Bath provide a more extensive range of leisure, retail and schooling. The A350 provides access to the M4 and A303.



Planning consent was granted by Wiltshire Council on the 17th June 2021 under Application No PL/2021/03155 for 3 dwellings.

Each house will have 3 bedrooms and spacious living accommodation with **GIA** ranging from 175m<sup>2</sup> to 198m<sup>2</sup>. There is vehicular access at the rear and each house will have a garden and 2 parking spaces.



The site is shown edged red for identification purposes only on the plan and extends to **about 0.25 acre**. Copies of the decision notice and plans are available from the Auctioneers.

**Joint Auctioneers** Savills, Bath 01225 474 500

# **377 Longleaze Lane** Melksham, Wiltshire, SN12 6QJ

\*Guide Price £140,000+ Plus Fees









Attractive 3 storey townhouse situated on a no-through lane within walking distance of the town centre.

In need of modernisation with potential for extension to the rear (subject to consents).

The accommodation comprises on the ground floor a living room, dining room, kitchen and bathroom. On the first floor main bedroom and further bedroom with staircase off to the second floor bedroom and loft space.

There is a long rear garden with lawn areas and wild flowers. At the side of the terrace there is a long driveway/parking area for multiple cars.

\*Guide Price £120,000+ Plus Fees









3 Bedroom terraced house in need of modernisation.

Ideal first time or investment buyers with potential income, in good order, of about £850pcm which equates to about £10,200pa.

Accommodation comprises on the ground floor; entrance hall, kitchen/breakfast room and living room. On the first floor; landing, 3 bedrooms and a bathroom.

There is double glazing and gas heating.

There is a good-sized enclosed rear garden mainly laid to lawn and a front garden which could potentially provide parking (subject to consent).

### 51 Chestnut Road

Sutton Benger, Chippenham, Wiltshire, SN15 4RP

\*Guide Price £170,000+ Plus Fees









**Detached bungalow** situated on a good-sized village plot with potential for redevelopment (subject to planning).

Timber construction and the plot extends to about 0.14 acre.

Accommodation comprises; entrance porch and hallway, large living room, kitchen, 2 bedrooms and a bathroom. The bungalow is in need of modernisation throughout.

Outside there is garden to the front and rear with shrubs, trees and pond. A driveway leads to a detached garage and there is a further useful outbuilding.

## Development Site at Saxon Rise

Collingbourne Ducis, Wiltshire, SN8 3HQ

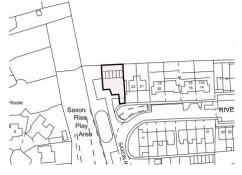
\*Guide Price £135,000+ Plus Fees

06









**Development site in a village location** with consent to demolish the garages and replace with a pair of semi-detached dwellings.

Obligation to create additional parking on the estate.

Consent was granted by Wiltshire Council on 31st December 2018 under Application No 18/08304/FUL. The approved plans provide for a pair of semi-detached houses with internal floor areas of about 864ft² (80.3m²) each.

Comprising on the ground floor; hall, lounge/diner, kitchen and W.C. On the first floor; landing, 3 bedrooms and a bathroom. Garden and 2 parking spaces.

**48 Dogridge** Purton, Swindon, Wiltshire, SN5 4DL

\*Guide Price £75,000+ Plus Fees









2 Bedroom ground floor flat in need of modernisation situated in a large village.

Ideal for first time or investment buyers with a potential income in good order of about £7,800 pa.

Accommodation comprises; a communal entrance hall for three other flats, private entrance hall, living room, kitchen/breakfast room, 2 bedrooms and bathroom.

The flat has double glazing and electric heating. There is ample parking in the area and a communal garden/open space.

Long lease with 125 years remaining with a service charge of £71.36pa.

\*Guide Price £165,000+ Plus Fees









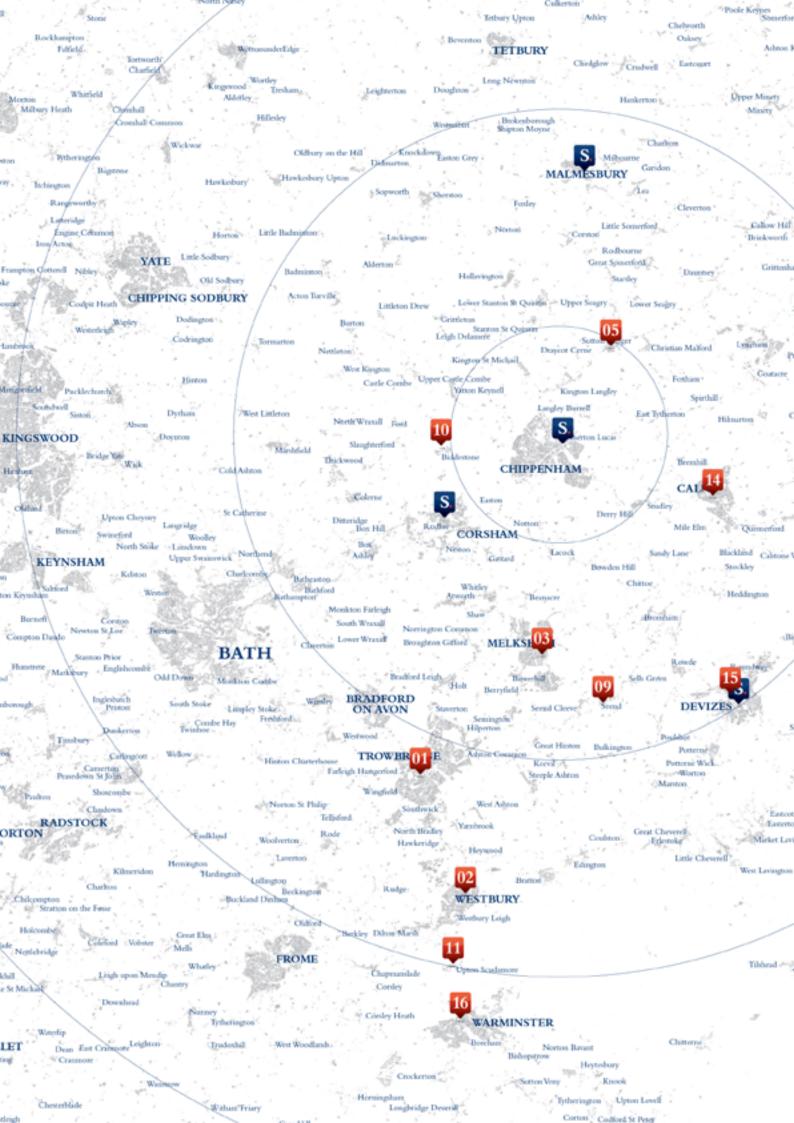
Garage site comprising 57 garages in an established residential area with additional land which could provide extra parking.

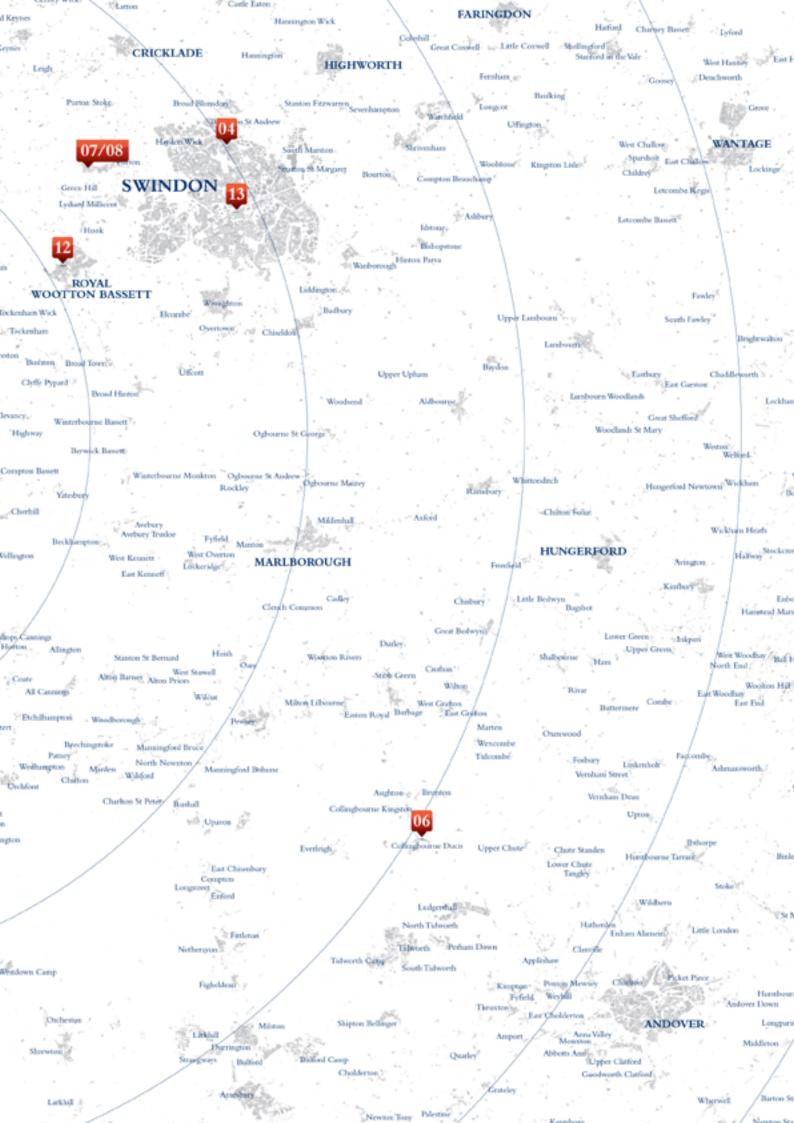
The garages are in 2 ranks and the sale also includes land to the front.

Potential income of about £35,000 per annum based on a rent per garage of £12 per week.

Some of the garages are in poor condition with others requiring some improvement.

The site is shown edged red for identification purposes only on the aerial photo and measures about 0.34 acre.





Allotment Land at Weavers Cottages, Seend

09

Melksham, Wiltshire, SN12 6NN

\*Guide Price £15,000+ Plus Fees









**Allotment land** situated on the edge of the village close to residential houses.

Seend is a large and popular village situated close to the towns of Devizes, Melksham and Trowbridge.

The extent of the land is shown edged red on the aerial photograph and has a frontage to the main road of about 92ft (28m) and a depth of about 76ft (23m) and extends in total to about 0.13 acre.

The land which is slightly elevated from the road has been used previously as an allotment/garden for a nearby resident.

The sale price is subject to VAT.









Attractive 2 bedroom semidetached house in need of modernisation.

Situated in the heart of this popular village close to the village green and pond.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen and conservatory with stores off. On the first floor; landing, 2 bedrooms and bathroom. There is double glazing and gas central heating.

There are gardens to the front, side and rear with an abundance of shrubs, trees and borders. The neighbouring property has a right of way across the rear.

# **22 Upton Scudamore** Warminster, Wiltshire, BA12 0AG

\*Guide Price £160,000+ Plus Fees









2 Bedroom terraced cottage in need of renovation with potential for extension (subject to planning).

The cottage is currently a shell with some attractive period features.

Accommodation comprises on the ground floor; living room, kitchen (not fitted), utility room and on the first floor; landing, 2 bedrooms and a bathroom (not fitted).

There is a long rear garden mainly laid to lawn. The garden offers potential for a single-storey rear extension (subject to planning).









**Mixed use investment** with 6 retail units plus consent for the residential conversion of the upper floor.

The retail tenants include Boots the Chemist with a current overall income of £53,208 per annum.

Planning consent (via PDR) for the conversion of the upper floor into 3 x 1 bedroom apartments was granted by Wiltshire Council under application number 18/09126/PNCOU.

Copies of the tenancy schedule and planning documents are available from the auctioneers.

Overall internal floor area of about 5,600ft<sup>2</sup> (520m<sup>2</sup>).

Swindon, Wiltshire, SN1 2BD

\*Guide Price £85,000+ Plus Fees









1 Bedroom first floor flat with garage and situated only about a stone's throw from the train station.

Currently tenanted and producing a combined £590pcm which equates to £7,080 per annum.

Accommodation comprises ground floor entrance hall with staircase to landing, living room, kitchen, bedroom and bathroom.

The property is in need of some redecoration but has gas heating and double glazing.

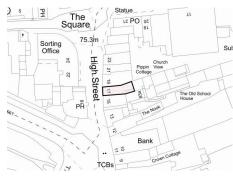
The flat is held on a 999-year lease from 1907 with a ground rent of £1.50 per annum.

\*Guide Price £90,000+ Plus Fees









Commercial investment situated in the heart of the High Street.

Currently let to Allen & Harris estate agents with a new 5-year lease producing £,9,750 per annum.

The Grade II Listed property comprising on the ground floor; front and rear retail area and toilets. On the first floor; 2 offices, kitchen and toilet. On the second floor; 2 offices and a toilet. There is a small courtyard at the rear.

There is potential to convert the upper floors into residential in the future (subject to planning).

Viewing by appointment only.

# 55 Northgate Street Devizes, Wiltshire, SN10 1JJ

\*Guide Price £160,000+ Plus Fees









Town centre commercial building with positive pre-app advice with regards to conversion to residential.

Courtyard and two parking spaces accessed from the rear.

Potential residential scheme comprising on the ground floor; lounge, dining room, kitchen, utility and W.C. On the first floor; landing, 2 bedrooms and a bathroom with a further bedroom on the second floor.

The Grade II listed property has an internal floor area of about 1,132ft<sup>2</sup>  $(105.2m^2)$ 









**Development opportunity** to create 6 residential units plus commercial unit.

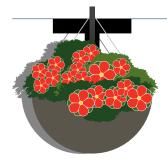
The attractive Grade II Listed property is only a short walk from the town centre and has parking.

The front building comprises a ground floor commercial unit with training rooms above (consent for an apartment) and a second floor 2 bedroom apartment.

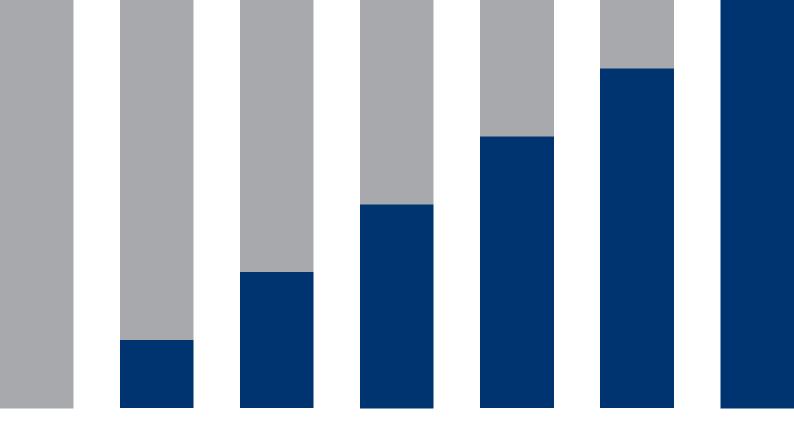
Planning consent has been granted by Wiltshire Council to convert the rear building into 3x2 bedroom cottages and a 1 bedroom cottage.

The properties have an overall internal floor area of about 4500ft<sup>2</sup> (418m<sup>2</sup>).

## Notes August 2021







Chartwell Funding can source the most competitive terms for mortgages that cannot be found on the High Street.



# We are experts at helping our clients with bridging, development finance and commercial mortgages.

Our clients had worked hard all their lives and retired to their large house with no mortgage. Eventually the upkeep of the house became too much for them and so they decided to sell up and downsize to something more manageable. They read up on their options and decided they would sell first, store most of their furniture, rent for a while and wait for their final home to become available and they could move at a pace to suit the vendor. Like most great plans they started well, and the house sold quickly. As expected, they were the top of the chain and unfortunately it was a lengthy chain. Then it was a case of sods law and they found their dream home but needed to complete by the March stamp duty deadline, at the request of the vendor.

We were able to secure temporary finance against the current property to buy the dream home in cash. From application to offer took four days and they were able to complete just three weeks later on their dream home. As expected, the rest of the chain proceeded as planned and the sale of the old property happened a few months later. The temporary finance was in place for just three months, the stamp duty discounts were enjoyed, and the dream house secured without affecting the sale price or their chain.

This is exactly what short term finance is designed for and with rates reducing of late, should be considered before discounting house prices for an immediate sale which could be subject to a chain.

If you would like to know more about how to make yourself a chain free buyer, please contact Chartwell Funding.





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# **AUCTIONS**

# 01249 765 200

auctions@strakers.co.uk

33/34 Market Place Chippenham, Wiltshire SN15 3HP

# COMMERCIAL

# 01380 723 451

devizes@strakers.co.uk

6/7 Market Place Devizes, Wiltshire SN10 1HT

# LAND AND NEW HOMES

# 07384 836 482

landandnewhomes@strakers.co.uk
33/34 Market Place

Chippenham, Wiltshire SN15 3HP

# **LETTINGS AND MANAGEMENT**

# 01380 722 995

lettings@strakers.co.uk

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

# **CHIPPENHAM**

# 01249 652 717

chippenham@strakers.co.uk

33/34 Market Place

Chippenham, Wiltshire SN15 3HP

# **CORSHAM**

# 01249 712 039

corsham@strakers.co.uk

6 High Street

Corsham, Wiltshire SN13 0HB

# **DEVIZES**

# 01380 723 451

devizes(a)strakers.co.uk

6/7 Market Place

Devizes, Wiltshire SN10 1HT

# **MALMESBURY**

# 01666 829 292

malmesbury@strakers.co.uk

53 High Street

Malmesbury, Wiltshire SN16 9AC



# 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.

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.

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;

- Neau ne continuous
   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

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

wherever it makes sense:

• a "person" includes a corporate body;

• 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 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.

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.

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* 

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*.

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* 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 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

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.

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*,

# Old arrears

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

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

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, 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.

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.

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.

Value Added Tax or other tax of a similar nature.

# VAT option

We (and us and our)

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**

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

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.

A2.1 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.

**A2.3** 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

A2.4 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 los

# 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

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 describ 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 And in the special community of the community of the community of the relevant for furnisher, 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 version

**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.

A5.1 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

# 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.

(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

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

 ${\bf A5.8}$  Where the  $\it buyer$  is a company  $\it you$  warrant that the  $\it buyer$  is properly constituted and able to buy the  $\it lot$ 

# **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*.

G1.1 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

G1.4 The lat 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 lat 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

(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

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

# 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 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* (n) soupect on the rights of any ternitor to other than party induor mustor the object and 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.

 ${\bf 63.4} \ Unless the {\it buyer} \ is already lawfully in occupation of the {\it lot} the {\it buyer} has no right to enter into occupation prior to {\it completion}.$ 

# 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

(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 digital of a cartifled copies of:
(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

(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

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

(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.

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

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 buyer must supply at an at transfer to the selent at heast 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 transfe

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

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

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

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

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

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

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

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

(a) terminate the *contract*; and

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

# 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

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

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

(a) 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 and subject to Combination of 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:

(a) the *buyer* is liable to pay interest; and (b) the *seller* has given notice to the *buyer* and the total and the seller has given notice to the *buyer* at any time up to *completion* required apportionment on the date from which interest becomes payable by the *buyer*, in which event income and outgoings 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 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 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 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*.

# 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

(b) pay ment of the action within the cost index spins a superior receipt in clear of this spins 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 right to defination and use in the maters, such assignment to be in social with the seller's conveyancer may reasonably require; (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any lenancy 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 conducted.

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  $\mathit{lot}$ 

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

 ${\bf G12.2}\,{\rm The}\,\,{\it seller}\,{\rm is}$  to manage the  ${\it lot}\,{\rm in}$  accordance with its standard management

G12.3 The seller must consult the buver on all management issues that would affect The Seller must completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture ( a tenancy or a new tenancy) and completion (such as the surrender or proposed forfeiture ( a tenancy) or a new tenancy) and completion (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 senier would not otherwise have, in which case the senier 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 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* 

# 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 de 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

seporate to the *borge* unline an assignment in what the *borge* 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.

**G14.1** Where a *sale condition* requires money to be paid or other consideration to be given, the payer must also pay any  $\mathit{VAT}$  that is chargeable on that money or consideration, but only if given a valid  $\mathit{VAT}$  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) a registered on PAT, entire in the Senior Sharife via as a member of the Salite VAT group; and (b) has (unless the sale is a standard-rated supply) made in relation to the lota VAT option that remains valid and will not be revoked before completion.

# G15.3 The buyer confirms that:

(a) it is registered for *IAT*, 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

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

 ${\bf G15.4}\,{\rm The}\;{\it buyer}\,{\rm is}$  to give to the  ${\it seller}\,{\rm as}$  early as possible before the  ${\it agreed}$ 

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

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

G15.61, after completion, it is foulting that the salte or the outs into a standard or a sound concern them:

(a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a WATINNOice in respect of the sale of the lot, (b) the buyer must within five business days of receipt of the WATINNOice pay to the seller the WAT due; and (c) if WAT's 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.

**G16.1** 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* sclaim 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 condition

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

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:

(c) with confidence 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.

(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*.

**G20.1** 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

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.

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*.

G22.1 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* 

(a) service charge expenditure attributable to each tenancy.

(a) so move charge expenditure activations to each returnly; (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 selfer 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 selfer 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 selfer 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

Compression, aim. (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.

**G23.1** 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 data* 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

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

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

**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 To the enewed 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.

G25.2 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 sent 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

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registratiol eithoposition. 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 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 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) Jewon the control of the control

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.* 

**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.

# 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.

Lot Number			Buyer's Name(s)
Auction Date	D M M	YY	
Property Address			Buyer's Address
Agreement Date	D M M	YY	Buyer's Phone Number
Completion Date	D M M	YY	
Sale Price $\pounds$ ,	,		Buyer's Solicitors Firm
Deposit $\pounds$ ,	,		Buyer's Solicitors Contact Name
Balance $\pounds$ ,	,		
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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