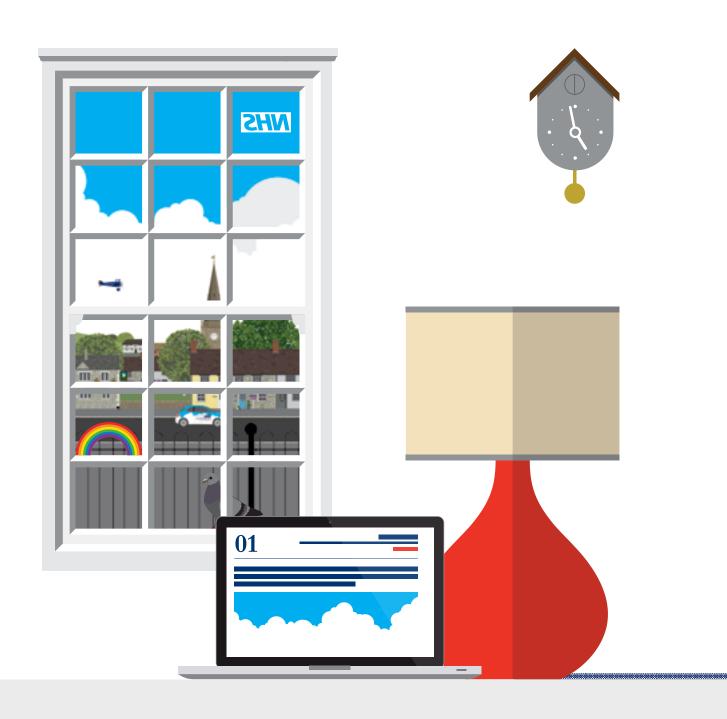
# LAND AND PROPERTY AUCTIONS



October 2021

**Online** Thursday 14 October





It is a pleasure to provide you with Strakers October Land and Property Auction catalogue. As usual there is a wide selection of lots from building plots and renovations to investments and a hotel/restaurant. One of the things I love most about this job is rarely are two Lots the same and in one day I can see such a variety of properties, some easy to value whilst others have you pondering for days. I do find that, for the latter property, this is where selling by auction really comes into its own. Many times I have said to a client, if you had 10 agents out, you would likely get 10 different prices, in some instances I have been called out as there are a couple of hundred thousand pounds difference between agents valuation figures. In these cases, I often say, trust the auction process and if you start sensible the market will find its level and you will achieve the best price from a buyer that can actually proceed. Now I appreciate for some this is a massive gamble but in general for those that take this advice they are usually pleasantly surprised! If you do ever need an alternative view, regardless of the property, I am always happy to provide my thoughts.

Hopefully there is a lot enclosed that is of interest and I look forward to seeing you bid come the 13th/14th.

**Charlie Doel** MNAVA Director and Auctioneer





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



Tori Lancaster-Gaye
Auction Negotiator
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Lizzie Hooper
Auction Administrator
lizzie.hooper@strakers.co.uk

### Order of Sale

**Bidding** opens midday 13 October closes from 17:00 14 October

01 23 Adcroft Street Trowbridge BA14 8PF	£110,000+ Closes 17:00	15 Brookfield Rise Whitley, Melksham SN12 8QP	£235,000+ Closes 17:45
1 Station Road Swindon SN1 2BD	<b>£65,000+</b> Closes 17:05	Regent Hotel, 151-152 Victoria Road Swindon SN1 3BU	£350,000+ Closes 17:50
03 53 & 53a Eastleigh Road Devizes SN10 3EH	£160,000+ Closes 17:10	55 Northgate Street Devizes SN10 1JJ	£100,000+ Closes 17:55
<b>04</b> 5 West End Westbury BA13 3JE	<b>£125,000+</b> Closes 17:15	107 Station Road Westbury BA13 4HN	<b>£180,000+</b> Closes 18:00
05 3 Dora Walk Gloucester GL1 4PP	£85,000+ Closes 17:20	Building Plot at Priors Hill Wroughton, Swindon SN4 0RW	£95,000+ Closes 18:05
76 High Street Malmesbury SN16 9AT	<b>£150,000+</b> Closes 17:25	29/29a Bond Street Trowbridge BA14 0AS	£350,000+ Closes 18:10
07 86 Southbrook Street Extension Swindon SN2 1HH	£215,000+ Closes 17:30	Ground Floor at Spring Hill House Nailsworth, Stroud GL6 0LT	£95,000+ Closes 18:15
08 21 Tintern Road Devizes SN10 5ED	£,235,000+ Closes 17:35		
09 2c Stokes Road Corsham SN13 9AA	<b>£,65,000+</b> Closes 17:40		
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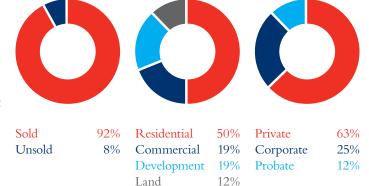
### Results and Highlights

August 2021

Total Sales £2,412,500

The property market of 2021 continues to surprise me, the appetite for residential property doesn't seem to have abated with intense competition for all the lots on offer. For the first time I can remember in a long while, every single sold lot sold for in excess of its reserve price meaning we had multiple bidders across the board. Viewing levels were extremely high with Lot 10-4 Turnpike Cottages, Biddestone having about 90 viewings over the marketing period which certainly keeps our residential teams busy.

One of the things I love about auction is how some lots keep you in suspense as the bidders wait until the last minute. Lot 04-87 Ramsbury Ave, Swindon still didn't have a bid with less that 5 minutes to go (I thought this isn't going to sell!) and then 28 bids from 5 customers smash through the reserve in a blink of the eye.



### Charlie Doel MNAVA Director and Auctioneer

01	37 Newtown Trowbridge BA14 0BD	£165,000+ £190,500	09	Allotment Land at Weavers Cottages Seend, Melksham SN12 6NN	£15,000+ £26,500
02	Former Lopes Arms Market Place, Westbury BA13 3DQ	£550,000+ Withdrawn	<b>10</b>	4 Turnpike Cottages Biddestone, Chippenham SN14 7DN	£170,000+ £308,000
03	377 Longleaze Lane Melksham SN12 6QJ	£,140,000+ £,215,000	11	22 Upton Scudamore Warminster BA12 0AG	£160,000+ £,206,000
04	87 Ramsbury Avenue Swindon SN2 5NY	£120,000+ £140,500	<b>12</b>	133 & 134 Potters Walk, High Street Royal Wootton Bassett SN4 7AY	£625,000+ Sold After
05	51 Chestnut Road Sutton Benger, Chippenham SN15 4RP	£170,000+ £287,000	13	1 Station Road Swindon SN1 2BD	£85,000+ Postponed
06	Development Site at Saxon Rise Collingbourne Ducis SN8 3HQ	£135,000+ Postponed	14	17 High Street Calne SN11 0BS	£90,000+ £151,000
<b>07</b>	48 Dogridge Purton, Swindon SN5 4DL	£75,000+ £86,000	<b>15</b>	55 Northgate Street Devizes SN10 1JJ	£160,000+ Postponed
08	Garages at Dogridge Purton, Swindon SN5 4DL	£165,000+ £232,000	16	33 & 33a Silver Street Warminster BA12 8PT	£295,000+ Unsold

**10** 4 Turnpike Cottages Biddestone

Guide Price

Legal Pack Registrations

**130** 

Bidders

Bids

**≈ 6 ♦ 59** 

\$ £308,000





14 17 High Street Calne

Guide Price

∅ £90,000+

Legal Pack Registrations

**61** 

Bidders

Bids

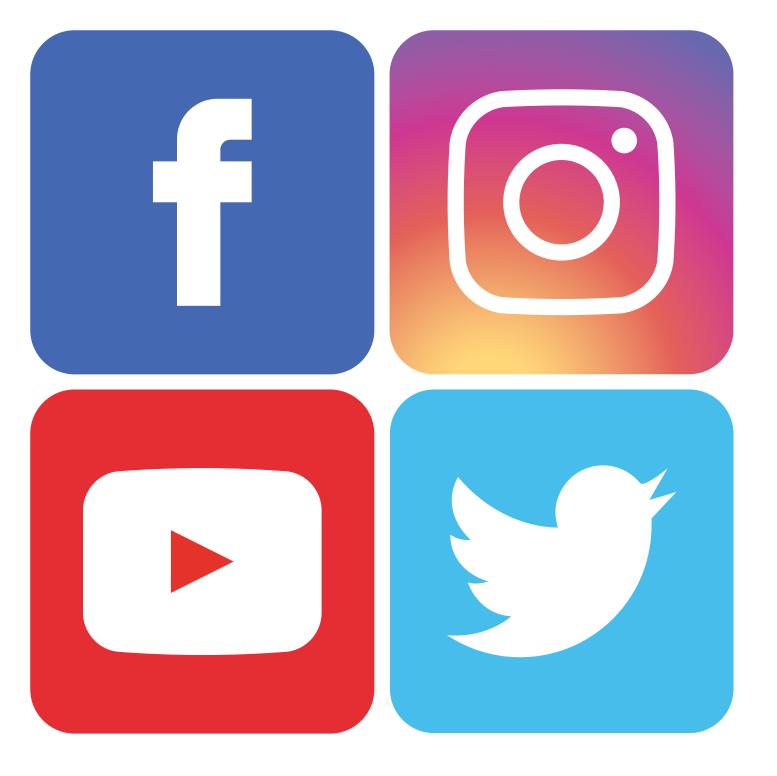
**왕 7** 

**월** 57

& £,151,000

"Great auction company to sell your house. Always kept in touch when necessary, no issues at all with how Strakers completed the auction process, stress free. Cannot ask for more!"





# 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

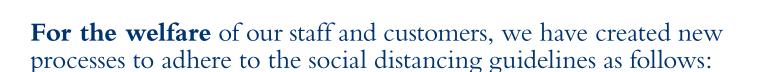
Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion.

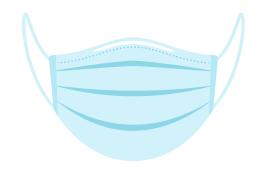


#### Post-auction sales

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 14 October, 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)
- $\cdot \ Provisional \ driving \ licence$
- · 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.









2 Bedroom terraced house for renovation in a cul de sac position.

Ideal first time or investment buy with a potential income in good order of about £800pcm which equates to about £9,600pa.

Accommodation comprises on the ground floor; living room, dining room, kitchen and bathroom. On the first floor; 2 double bedrooms. There is double glazing and gas heating.

There is a courtyard garden to the front and a garden to the rear.

The Grade II listed property is within walking distance of Sainsbury's and the town centre.

Swindon, Wiltshire, SN1 2BD

\*Guide Price £65,000+ Plus Fees









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

Currently tenanted and producing a combined rent of £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 minor repairs and re-decoration 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.









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

In need of modernisation and improvement. Potential income of about £12,000 per annum.

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

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

Westbury, Wiltshire, BA13 3JE

\*Guide Price £125,000+ Plus Fees









**2 Bedroom cottage** with additional loft room only a short walk from the town centre.

Ideal buy to let with potential income of about £650pcm which equates to about £7,800pa.

Accommodation comprises on the ground floor; entrance porch, living room, rear hall and kitchen. On the first floor; landing, 2 bedrooms, bathroom and cloakroom. There is a second floor loft room.

The Grade II listed property is in fair condition and has gas central heating along with some attractive features. To the rear is a garden/parking area with access from the lane to the side.









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

Ideal first time or investment buy with a potential rental income in good order of about £750pcm which equates to about £9,000pa.

Accommodation comprises on the ground floor; kitchen and living room. On the first floor; landing, 3 bedrooms and bathroom. There is gas heating.

At the front is a parking area with a side passage leading to the rear garden.

The property is situated in a cul-de-sac position and is within walking distance of local amenities.

\*Guide Price £150,000+ Plus Fees









Attractive 2 bedroom period cottage requiring extensive restoration and in the heart of town.

The Grade II listed cottage retains a wealth of character to include exposed ceiling beams and stonewalling.

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

To the rear is an enclosed courtyard garden.

The cottage would make an excellent first-time property or ideal investment with a potential rental income in good order of about £850pcm (£10,200pa).

### 86 Southbrook Street Extension

Swindon, Wiltshire, SN2 1HH

\*Guide Price £215,000+ Plus Fees

07









3 Bedroom semi-detached house in need of modernisation. Good-sized plot with potential for extension (stp).

Situated on a no through road in a popular residential area.

Accommodation comprises on the ground floor; porch, hallway, living room, dining room, kitchen and internal door to garage. On the first floor; landing, 3 bedrooms, cloakroom and bathroom.

At the front is a garden and driveway leading to a garage. Side access to a good-sized enclosed rear garden mainly laid to lawn.

Devizes, Wiltshire, SN10 5ED

\*Guide Price £235,000+ Plus Fees









4 Bedroom detached house in a cul-de-sac position and in need of renovation throughout.

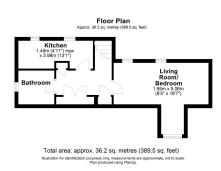
Would make a great family home with scope for extension (subject to consents).

Accommodation comprises on the ground floor; entrance hall, living/dining room, kitchen, utility room and study. On the first floor; landing, 4 bedrooms and a bathroom.

At the front, there is a garden and a driveway leading to a garage. Side access leads to a good-sized enclosed garden with mature trees and a pond. There is scope to extend to the side/rear (subject to planning).









**Second floor studio apartment** in need of modernisation and within walking distance of the town centre.

Ideal investment opportunity with potential income of about £500pcm which equates to about £6,000pa.

Accommodation comprises communal entrance hall, first floor lobby, landing, kitchen, living/bedroom and bathroom. There is gas heating.

To the front is a shared parking area and there is also communal outside space.

The flat is on a long 125 year lease and further details will be available in the legal pack.

### 15 Brookfield Rise

# 10

Whitley, Melksham, Wiltshire, SN12 8QP

\*Guide Price £235,000+ Plus Fees









# 2 Bedroom detached bungalow with good sized accommodation and in need of modernisation.

Situated in a cul-de-sac position amongst similar style properties in a popular Wiltshire village. Accommodation comprises of an entrance hall, living room, kitchen, rear utility room, 2 bedrooms and bathroom. There is gas central heating, however, the bungalow would benefit from refurbishment.

To the front is a driveway leading to a single garage and a lawn area. At the rear is an enclosed garden, currently overgrown with patio area and pond.

### Regent Hotel, 151-152 Victoria Road

Swindon, Wiltshire, SN1 3BU

\*Guide Price £350,000+ Plus Fees

11









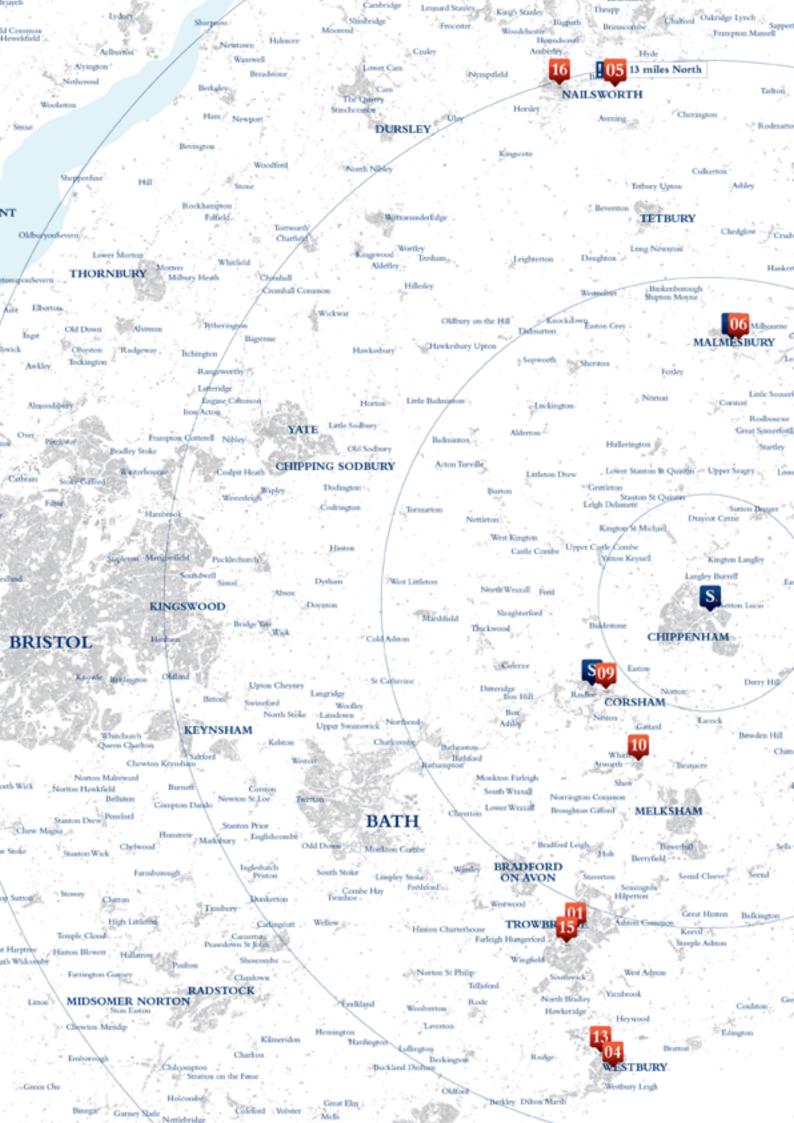
**Substantial Hotel/Restaurant** about 7,691ft<sup>2</sup> (714m<sup>2</sup>) overall. Scope for residential or HMO's (subject to consents).

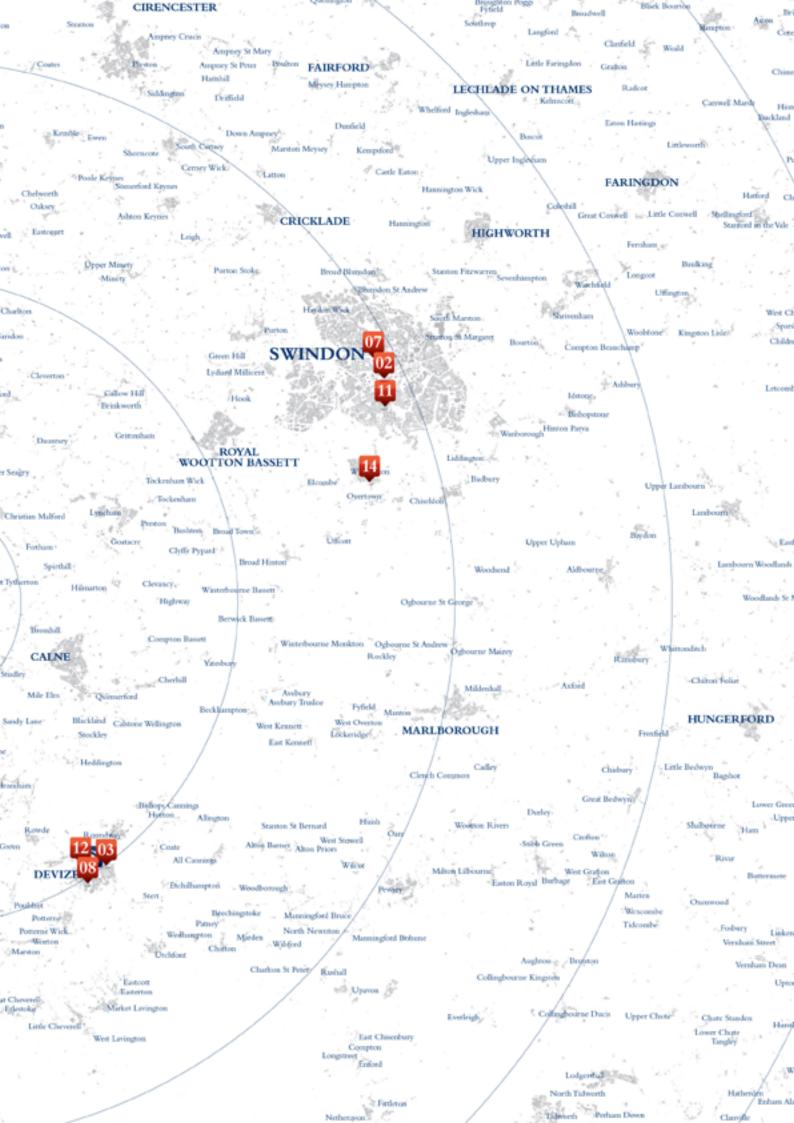
Large car park and garden area, in total about 0.31 acre.

The accommodation includes, on the ground floor; Bar and restaurants area, kitchen with stores off, customer wc's, utility room, store/cellar and office.

On the first and second floor; 17 letting rooms, managers flat, 3 shower rooms and a separate wc.

Sold with vacant possession on completion.





# 55 Northgate Street Devizes, Wiltshire, SN10 1JJ

\*Guide Price £100,000+ 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>  $(105.2m^2)$ .









**4 Bedroom detached house** with only minor updating required.

Excellent investment opportunity within walking distance of the train station and local amenities.

Accommodation comprises on the ground floor; entrance hall, open plan living room through to dining room, kitchen, utility area, rear hall, bathroom and conservatory. On the first floor; landing and 4 bedrooms.

The house has double glazing and gas heating.

Front courtyard and side access to an enclosed courtyard garden at the rear.

# **Building Plot at Priors Hill** Wroughton, Swindon, Wiltshire, SN4 0RW

\*Guide Price £95,000+ Plus Fees









Village building plot with consent for a 4 bedroom detached house with GIA about 1163ft<sup>2</sup> (108m<sup>2</sup>).

Situated towards the outskirts of the village in a residential area and elevated from the village road.

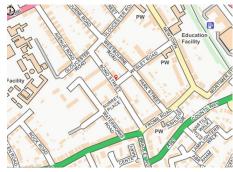
Planning consent was granted by Swindon Borough Council under Application No S/20/0974 on the 22nd June 2021.

The approved plans comprise on the ground floor; entrance hall, lounge, kitchen/dining/family room, utility and cloakroom. On the first floor; master bedroom with en-suite, 3 further bedrooms and bathroom. Front and rear gardens.









Residential investment comprising 8 flats with an overall income of £61,880 per annum including utilities.

Close to local amenities and within walking distance of the town centre and railway station.

The flats are a mix of studio apartments and 1 bedroom flats. Some are accessed at the rear with the majority accessed via the front, flat 8 has its own access and a basement room. Overall they are in fair condition with some updating required.

Each flat has its own boiler with shared electric and water services. To the rear is a private courtyard and a further shared area with access to the road.

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### Ground Floor at Spring Hill House

Nailsworth, Stroud, Gloucestershire, GL6 0LT

\*Guide Price £95,000+ Plus Fees









**Ground floor premises** with positive pre-app for conversion to residential apartments (subject to planning).

Part of a stunning Grade II\* listed property with 5 additional apartments and a large parking area to the front.

The former dentist surgery occupies either side of an imposing entrance hall. There has been a positive response from the Council for the conversion to a studio apartment about 312ft² (29m²) and a 1 bedroom apartment about 430ft² (40m²) plus basement area.

The property is **freehold** with the leasehold apartments providing ground rents of £100pa each. A schedule is available from the Auctioneers.







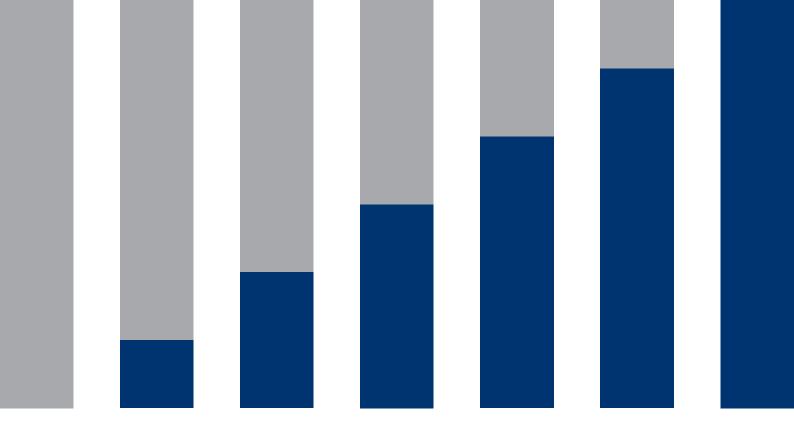
**GOLD WINNER** 

**ESTATE AGENT** 





We have registered buyers across our branch network looking for properties like yours. Speak to us about marketing your property, sit back and we'll line-up the viewings.



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



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# 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

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**

state if we accept any other form of payment.

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 contained, orders, definition, 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

(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 VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

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

# G15. Transfer as a going concern

# G15.1 Where the special conditions so state

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

**G15.2** The *seller* confirms that the *seller*(a) is registered for *VAT*, either in the *seller's* name or as a member of the same *VAT* 

(a) 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.

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 land of the land

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.

# Memorandum of sale

October 2021

Lot Number						Buyer's Name(s)
Auction Date	D	D M	M	Y	Y	
Property Address						Buyer's Address
						Buyer's radicss
Agreement Date	D	D M	M	Y	Y	Buyer's Phone Number
Completion Date						Buyer's Filone Number
Completion Butte	D	D M	M	Y	Y	Buyer's Solicitors
Sale Price $\pounds$ ,		,				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
						D 2. A.L
						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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