

LAND AND PROPERTY AUCTIONS



September 2022

Online
Thursday 01 September



Welcome

September 2022



Welcome to Strakers September land and property auction catalogue. I hope that you have been enjoying the sunshine and have some lovely holiday plans coming up. I am personally enjoying a wonderful summer of sport, especially the Commonwealth Games and the 'Bazball' revival of the England cricket team and it would be remiss not to congratulate the England Women's Football team on winning the Euros – it's finally come home!

Many of you will have been in contact at some point with our auction negotiator Faith who joined the team as a trainee. I am delighted to say she is furthering her career by joining our busy Devizes team later this month. You may or may not be aware that the present working directors all started with Strakers as negotiators and have worked their way through the company over the years. Championing our younger team and their development is always high on our agenda and is one of the reasons we have in our view such a fantastic, committed and high performing team working for you... our valued clients.

As always, I hope there is a Lot to interest you and we are happy to discuss any of your auction needs.

Charlie Doel MNAVA
Director and Auctioneer



Charlie Doel MNAVA
Director and Auctioneer

charlie.doel@strakers.co.uk



Tori Collins
Auction Manager

tori.collins@strakers.co.uk



Lizzie Hooper
Auction Administrator

lizzie.hooper@strakers.co.uk



Faith Burke
Auction Negotiator

faith.burke@strakers.co.uk

Order of Sale 01 September 2022

Bidding opens 08:00, closes from 17:00

01	1 Fisher's Brook Calne SN11 9HB	£220,000+	09	143 & 145 County Road Swindon SN1 2EB	£350,000+
02	Garage at Burden Close Swindon SN3 4HE	£25,000+	10	2 Beckford Close Warminster BA12 9LW	£315,000+
03	13a & 13b Lowbourn Melksham SN12 7DZ	£155,000+	11	Land and Garage at Wootton Bassett Rd Swindon SN1 4NQ	£5,000+
04	15a & 15b Lowbourn Melksham SN12 7DZ	£155,000+	12	Land rear of 172-174 Victoria Road Swindon SN1 3DF	£45,000+
05	17a & 17b Lowbourn Melksham SN12 7DZ	£155,000+	13	Land at Boxfields Corsham SN13 0NS	£5,000+
06	22 Church Street Southwick BA14 9RA	£150,000+	14	41 Swindon Road Stratton St. Margaret, Swindon SN3 4PU	£150,000+
07	31 Lower Road Bratton, Westbury BA13 4RQ	£390,000+	15	St James Chambers 9 Union Street, Trowbridge BA14 8RU	£490,000+
08	Woodland Educational Centre Boxfields, Corsham SN13 0NS	£80,000+	16	4 The Lymers Yatesbury, Calne SN11 8YQ	£110,000+



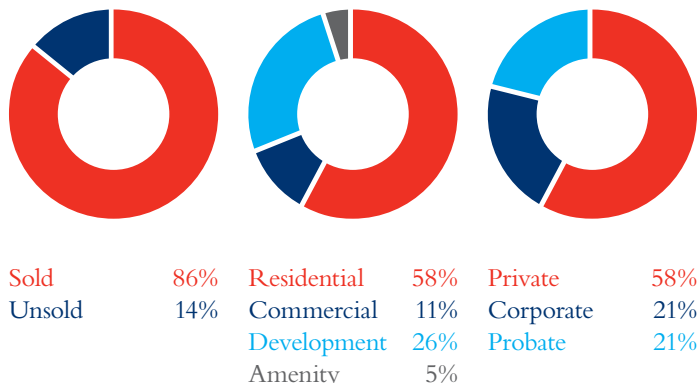
Results and Highlights

July 2022

Total Sales £2,258,000

Strakers July auction showed that even if there has been a dip in the number of viewers and bidders, we are still able to have a good sale and achieve high prices. There were a high number of sales agreed prior to auction which is unusual for us and in all honesty we generally prefer to run the properties to the auction if possible. What it did highlight is that there is still a high demand for certain stock and if someone really wants it, they will pay a good price for it.

Charlie Doel MNAVA
Director and Auctioneer



01	Paddock and Woodland at Midford Lane Midford, Bath BA2 7DF	£40,000+ Sold Prior	11	22 Church Street Southwick BA14 9RA	£150,000+ September Sale
02	Lovemead Lodge, 25a Roundstone Street Trowbridge BA14 8DG	£40,000+ Sold Prior	12	Park End House Warwick Road, Banbury OX16 2ZA	£165,000+ £226,000+
03	47 Potley Lane Corsham, SN13 9RX	£100,000+ £122,000+	13	62 St. Mary Street Chippenham SN15 3JF	£295,000+ £295,000+
04	New Barn Farm, 42 Back Street Great Hinton, Trowbridge BA14 6BT	£375,000+ Sold After	14	Development Site at 16/17 Castle Street Trowbridge BA14 8AS	£220,000+ Unsold
05	7 Chandos Close Grange Park, Swindon SN5 6AF	£70,000+ Sold Prior	15	Home Farm, 61 High Street West Lavington, Devizes SN10 4JB	£198,000+ £261,000+
06	Building Plot at Sells Green Seend, Melksham SN12 6PF	£110,000+ Sold Prior	16	8 Orchard Road Corsham SN13 0DJ	£170,000+ £196,000+
07	16 Dearlove Close Abingdon OX14 1LP	£210,000+ £251,000+	17	150 & 150a Sheldon Road Chippenham SN14 0BZ	£575,000+ Postponed
08	Building Plot at London Road Devizes SN10 2EP	£130,000+ Under Offer	18	49 Redcliffe Street Swindon SN2 2BZ	£95,000+ Postponed
09	Building Plot adj 27 Parklands Malmesbury SN16 0QH	£80,000+ Withdrawn	19	Flat 30 Cumberland House Norfolk Crescent, Bath BA1 2BG	£110,000+ £130,000+
10	27 Parklands Malmesbury SN16 0QH	£160,000+ Withdrawn			

12 Park End House Banbury

Guide Price

🏠 **£165,000+**

Legal Pack Registrations

📄 **23**

Bidders

👤 **6**

Bids

👉 **50**

🏠 **£226,000**



15 Home Farm West Lavington

Guide Price

🏠 **£198,000+**

Legal Pack Registrations

📄 **26**

Bidders

👤 **4**

Bids

👉 **54**

🏠 **£261,000**



After two sales falling through with a different agent we decided to go to auction. Everything efficient dealt with by Charlie and his team, took all the stress out of selling and a great result at the auction. Completed in 3 weeks. Highly recommended.

Strakers are rated Excellent 4.8/5 based on 490 reviews.



ON THE MOVE

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, either 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.

MEET THE TEAM



Charlie Doel MNAVA
Director and Auctioneer

Aside from being the auctioneer, I also set the reserves and write the particulars. I do the majority of valuations and love the variety that auctions throws at me. Outside of work, my passion is playing and watching sport in particular cricket and hockey. As I have got older I have taken up running and recently did a charity run from Devizes to Westminster and back. Although nothing beats reading a book with my dog Frank next to me.



Lizzie Hooper
Auction Administrator

In my day to day role I mainly deal with admin from drawing floorplans, ordering boards to be put up or collected to sending the instruction letters out and communicating with solicitors regarding legal packs. In my spare time I like to go on countryside walks with my dog Dottie and my two girls.



Tori Collins
Auction Manager

I oversee the sales side of Auctions including the marketing of the properties, arranging the viewings and following up all possible leads. I am in constant communication throughout the whole auction process with Vendors, Solicitors and Buyers to make the sale & purchase of the land/ property as smooth as possible. In my free time I enjoy walking my two dogs Maisie & Betty, trips to Devon with my husband Tom whilst also enjoying a Gin or two...



Faith Burke
Auction Negotiator

In my role I cover multiple aspects in the office from booking and carrying out viewings to the marketing of the properties which includes taking photos and creating video tours, measuring the properties to create floor plans, collating the feedback from our potential buyers once they have viewed and anything else that comes my way. In my spare time I enjoy having brunch with my family and friends, walking my two dogs, Eddie and Nelson and baking.

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 available from the local Strakers office.

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

The particulars and other information

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



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

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

Plans, maps and photographs

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



Energy Performance Certificates

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



*Guide prices

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

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

Reserve price

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

Pre-auction offers

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

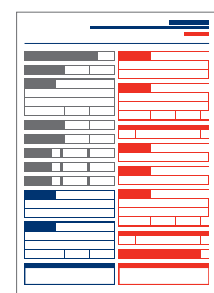
Proof of identification

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



The contract

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



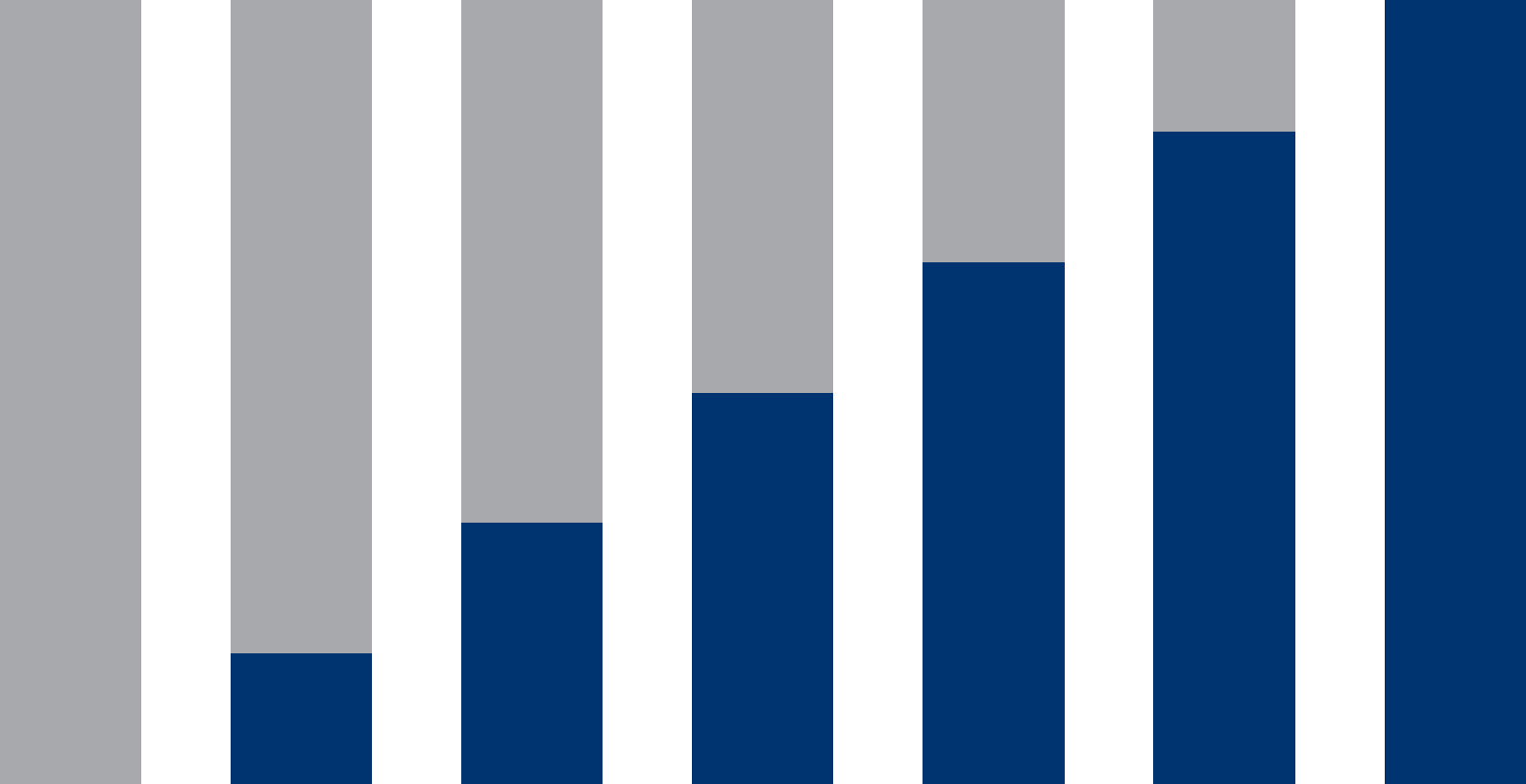
Insurance

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



Post-auction sales

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



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

CHARTWELL
FUNDING LIMITED

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.



Contact Matt Jarrett
to find an affordable solution:

01454 540 500
strakers@chartwellfunding.co.uk

chartwellfunding.co.uk
Independent mortgage brokers

Online Auction Registration

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

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

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

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

Auction Day Bidding

The bidding process will open at 08:00 on the day of the auction. Bidding will close for Lot 01 at 17:00, with Lot 02 closing 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.





BUYERS WAITING...

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.

1 Fisher's Brook

Calne, Wiltshire, SN11 9HB

***Guide Price £220,000+ Plus Fees**

01



3 Bedroom semi-detached house set in a rural position and in need of modernisation.

Good-sized garden adjoining farmland with potential for extension (subject to consents).

Accommodation comprises on the ground floor; entrance hall, kitchen, living room, cloakroom and rear store. On the first floor; landing, 3 bedrooms and bathroom. There is double glazing and electric heating.

Outside there is a driveway for 2 cars and garden to three sides which is laid to lawn with shrubs and trees.

EPC Rating Band E

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

For further details please call:

01249 652 717 or visit strakers.co.uk



Large garage/store in excellent condition previously used as a personal gym. Includes shower room and W.C. About 334ft² (31m²).

There is water, electricity and a security alarm.

The garage is of brick construction under a tiled roof. There is an up and over door to the front and a personal door to the side. It has an internal measurement of 26'9"x12'6" (8.15x3.81m) with an **internal floor area of about 334ft² (31m²)**.

The garage had been converted to be used as a personal gym at the front. To the rear of the garage is a shower room with a wash hand basin and W.C.

13a & 13b Lowbourn

Melksham, Wiltshire, SN12 7DZ

***Guide Price £155,000+ Plus Fees**

03



Attractive end-terrace house split into 2 x 1 bedroom flats. In need of modernisation with scope for conversion back to a single dwelling.

Within walking distance of the town centre.

Both flats have their own personal entrance and comprise a hallway, living room, kitchen, bedroom and bathroom. They have electric heating and some period features.

A good-sized front garden is mainly laid to the lawn and a courtyard with a rear store at the rear.

EPC Rating Band E & F

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

For further details please call:

01249 712 039 or visit strakers.co.uk



Attractive mid-terrace house split into 2 x 1 bedroom flats. In need of modernisation with scope for conversion back to a single dwelling.

Within walking distance of the town centre.

The flats share an entrance with their own personal entrance off. Each flat comprises a hallway, living room, kitchen, bedroom and bathroom. They have electric heating and some nice features.

There is a front garden mainly laid to lawn and at the rear is a courtyard garden with a store.

17a & 17b Lowbourn

Melksham, Wiltshire, SN12 7DZ

***Guide Price £155,000+ Plus Fees**

05



Attractive end-terrace house split into 2 x 1 bedroom flats. In need of modernisation with scope for conversion back to a single dwelling.

Within walking distance of the town centre.

The flats share an entrance with their own personal entrance off. each flat comprises a hallway, living room, kitchen, bedroom and bathroom. They have electric heating and some nice features.

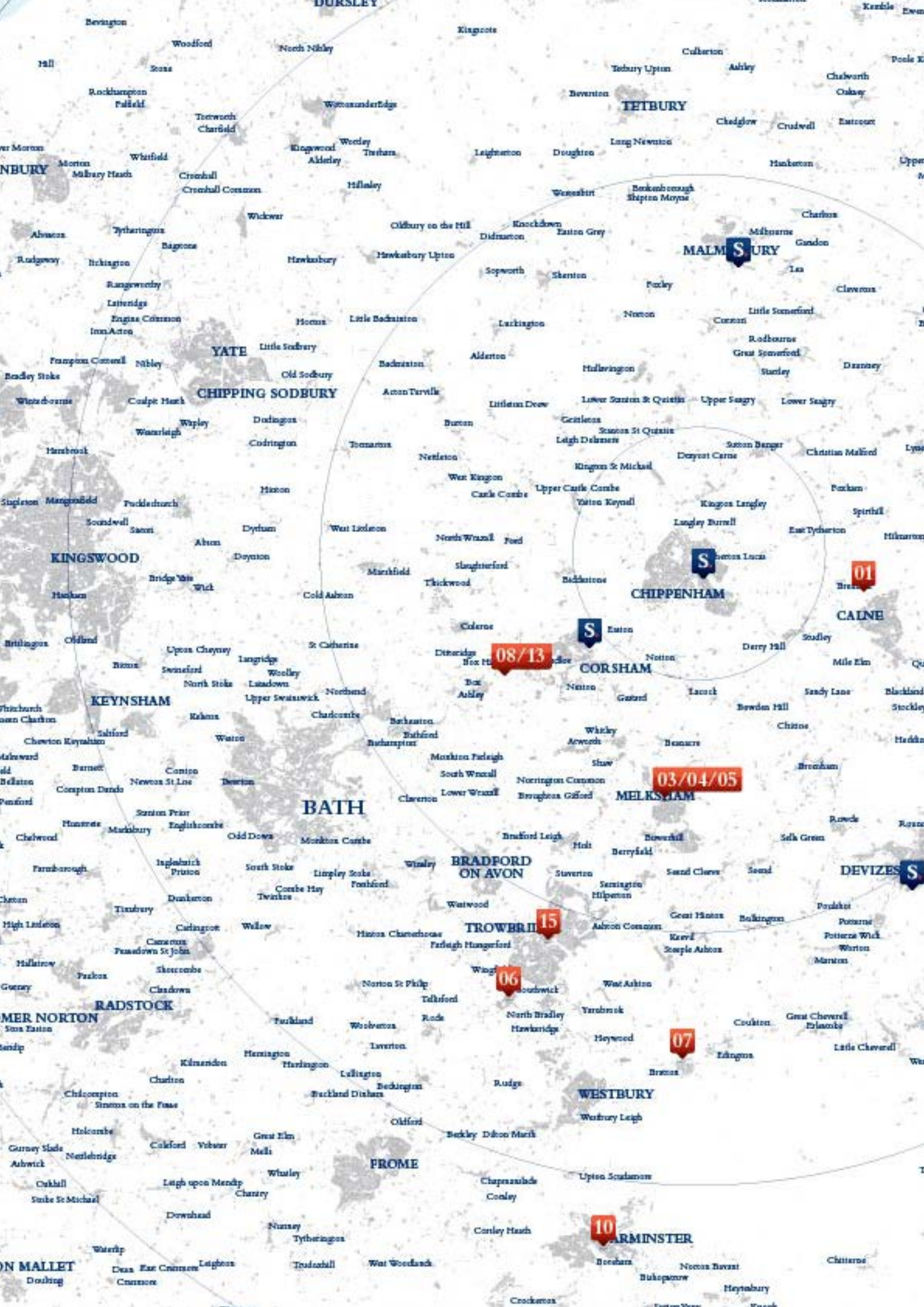
There is a front garden mainly laid to lawn and at the rear is a courtyard garden with a store.

EPC Rating Band E & F

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

For further details please call:

01249 712 039 or visit strakers.co.uk







Part renovated semi-detached cottage requiring finishing and situated away from the village road.

Internal floor area of about 1,288ft² (119.6m²) with the potential to create a family home.

The potential scheme provides on the ground floor; sitting room, dining room, kitchen and W.C. On the first floor; 4 bedrooms and a family bathroom. Building regulation paperwork is available from the auctioneers.

Gas and electricity are available nearby and it is believed that a water supply is connected. There is a good-sized garden and a parking space.

31 Lower Road

Bratton, Westbury, Wiltshire, BA13 4RQ

***Guide Price £390,000+ Plus Fees**

07



4 Bedroom chalet style house in need of modernisation with good sized gardens and extending to about 0.23 acre.

Situated in a desirable address with scope to extend (subject to planning).

The accommodation extends to over 1700ft² (160m²) and comprises on the ground floor; entrance hall, 2 living rooms, open plan kitchen/dining room through to conservatory, 2 bedrooms, shower room and cloakroom. On the first floor there is a landing, bedroom with en-suite and a further bedroom.

Outside there is ample driveway parking leading to a garage.

EPC Rating Band E

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

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



Parcel of woodland and paddock with consent for educational use in a rural position. In total about 3.5 acres.

Long frontage onto 2 roads and only a short distance from Box & Corsham.

The property has been used for a number of years as a learning/education facility and provides a variety of useful buildings throughout the wood. There is a good-sized parking area and the main yard has both lock-up and open-fronted buildings. Around the woodland, there are campsite areas, as well as shelters, storage containers and lovely trails.

The land which is shown edged red in the photo has water available.

143 & 145 County Road

Swindon, Wiltshire, SN1 2EB

***Guide Price £350,000+ Plus Fees**

09



2 Adjoining terraced houses converted into flats situated only a short distance from the town centre.

Fully let and currently producing £2,295pcm which equates to £27,540 per annum.

The properties were converted in about 2001 and now comprise 3 x 2 bedroom flats and a 1 bedroom flat. They are in generally good order with some minor improvements required.

There is a rear parking area and each flat can be accessed from the front and rear.

Ideal investment opportunity with scope to increase the income or convert to house or HMO (subject to consents).

EPC Rating Band C,C,C&D

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

For further details please call:

01249 765200 or visit strakers.co.uk



Extended 3 bedroom detached bungalow in need of modernisation and situated in a popular residential address.

Attractive gardens to three sides plus driveway and garage.

The spacious accommodation comprises; hallway, living room, kitchen/breakfast room, 3 bedrooms, 2 shower rooms and storage areas. There is double glazing and gas central heating.

There are signs of cracking likely due to the drains. The vendors are currently in the process of improving the drains and sourcing a Building Control Certificate. Further details from the auctioneers.

Land and Garage at Wootton Bassett Road

Swindon, Wiltshire, SN1 4NQ

***Guide Price £5,000+ Plus Fees**

11



Derelict garage and land situated to the rear of residential properties.

Includes a small forecourt.

The land is shown coloured pink for identification on the plan and has a width of about 4.3m (14ft) and a depth of about 47.5m (156ft).

The garage and land are in poor condition with no internal viewings possible.

EPC Rating Band N/A

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

For further details please call:

01249 765200 or visit strakers.co.uk

Land rear of 172-174 Victoria Road

Swindon, Wiltshire, SN1 3DF

***Guide Price £45,000+ VAT Plus Fees**

12



Car parking area currently let on licence and producing £4,500pa+vat.

Possible long-term development (stp).

The land which is shown edged red in the photo, measures about 19.5m x 14.7m. It has been let on licence since 2006 and can fit about 11 parked cars plus a turning area.

No's 172-174 have a right of way over the car park to park on their land.

EPC Rating Band N/A

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

For further details please call:

01249 765200 or visit strakers.co.uk



Parcel of land situated in a rural position in between Corsham and Box. Extending in total to about 0.13 acre.

Adjoining Leafy Lane playing fields.
We believe there is water to the land.

The land which is shown edged red on the aerial photo for identification purposes only has a frontage to the lane of about 18m (60ft) and a depth of about 31m (100ft). A footpath runs along the north and eastern boundaries.

The land is currently overgrown but we are advised that historically there was a shop on the land.

41 Swindon Road

Stratton St. Margaret, Swindon, Wiltshire, SN3 4PU

***Guide Price £150,000+ Plus Fees**

14



Detached 2 bedroom house in need of complete renovation and structural repair.

Ideal investment opportunity or scope to demolish and build a family home or flats (subject to planning).

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

Long rear garden with parking and garage. The property is shown edged red on the aerial photograph and has an overall property depth of about 48m (158ft).

EPC Rating Band D

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

For further details please call: 01249 765200 or visit strakers.co.uk

15

St James Chambers, 9 Union Street

Trowbridge, Wiltshire, BA14 8RU

***Guide Price £490,000+ Plus Fees**



Residential investment comprising 8 flats with an overall income of £57,720 per annum.

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

The Grade II listed property comprises 8x1 bedroom flats of varying sizes accessed via the front, side and rear. There are many period features, however, the flats are in need of modernisation throughout.

There is a side passage leading to an enclosed courtyard with an outbuilding.

EPC Rating Band N/A

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

For further details please call:

01249 765200 or visit strakers.co.uk

4 The Lymers

Yatesbury, Calne, Wiltshire, SN11 8YQ

***Guide Price £110,000+ Plus Fees**

16



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

In need of modernisation with
roadside parking nearby.

The accommodation comprises on the ground floor; entrance hall, lounge, kitchen, dining room and outside storerooms and W.C. On the first floor; landing, 3 bedrooms and bathroom. To the rear is a good-sized enclosed garden mainly laid to lawn.

In good order, the property should achieve a rental income of about £850pcm which equates to about £10,200pa.

EPC Rating Band D

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

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

WILTSHIRE'S LEADING PROPERTY NETWORK



In branch | Online | On the move

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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@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 9AG



Common auction conditions *Edition 3*

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

INTRODUCTION

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

Glossary

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

Auction Conduct Conditions

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

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

Sale Conditions

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

IMPORTANT NOTICE

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

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

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

GLOSSARY

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

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to *condition* G9.3:
(a) the date specified in the *special conditions*; or
(b) if no date is specified, 20 *business days* after the *contract date*, but if that date is not a *business day* the first subsequent *business day*.

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the *catalogue*.

Auction conduct conditions

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

Auctioneers

The auctioneers at the *auction*.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

The date of the *auction* or, if the *lot* is not sold at the *auction*:
(a) the date of the *sale memorandum* signed by both the *seller* and *buyer*; or
(b) if contracts are exchanged, the date of exchange. If exchange is not effected in

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The *auctioneers*.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Ourrole

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

- (a) prepare the *catalogue* from information supplied by or on behalf of each *seller*;
- (b) offer each *lot* for sale;
- (c) sell each *lot*;
- (d) receive and hold deposits;
- (e) sign each *sale memorandum*; and
- (f) treat a *contract* as repudiated if the *buyer* fails to sign a *sale memorandum* or pay a deposit as required by these *auction conduct conditions*.

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the *seller*, but otherwise is to be held as stated in the *sale conditions*; and
- (b) must be paid in pounds sterling by cheque or by bankers’ draft made payable to *us* on an approved financial institution. The extra auction conduct conditions may state if *we* accept any other form of payment.

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

A5.7 If the *buyer* does not comply with its obligations under the *contract* then:
(a) *you* are personally liable to buy the *lot* even if *you* are acting as an agent; and
(b) *you* must indemnify the *seller* in respect of any loss the *seller* incurs as a result of the *buyer’s* default.

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

A6 Extra Auction Conduct Conditions

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

GENERAL CONDITIONS OF SALE

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

G1 The lot

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

G5. Transfer

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

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

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

G6. Completion

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

G9. Landlord's licence

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

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

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

G9.4 The *seller* must:

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

G9.5 The *buyer* must:

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

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

G10. Interest and apportionments

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

G12. Management

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

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

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

Common auction conditions *Edition 3*

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

G15.3 The *buyer* confirms that:

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The *lot* is sold:

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The *seller* must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

Memorandum of sale

September 2022

Lot Number	<input type="text"/>	<input type="text"/>
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Auction Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Property Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Agreement Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Completion Date	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Sale Price	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Deposit	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Balance	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
£		,				

Seller's Name(s)	<input type="text"/>
<input type="text"/>	
<input type="text"/>	

Seller's Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Name(s)	<input type="text"/>
<input type="text"/>	
<input type="text"/>	

Buyer's Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Phone Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Buyer's Solicitors Firm	<input type="text"/>
<input type="text"/>	

Buyer's Solicitors Contact Name	<input type="text"/>
<input type="text"/>	

Buyer's Solicitors Address	<input type="text"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	<input type="text"/>

Buyer's Solicitors Phone Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Buyer's Administration Fee (Office use only)	<input checked="" type="checkbox"/>
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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)	<input type="text"/>
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Signed by the Buyer (or, on behalf of the buyer)	<input type="text"/>
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ID Checklist (Office use only)	Photographic <input checked="" type="checkbox"/>	Address <input checked="" type="checkbox"/>	Negotiator <input type="text"/>
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