

auction



lots of interest

Welcome to Strakers final land & property auction of 2024 and what a year it has been! As always with an election year, you are concerned about how the outcome will affect both the business and the property market in general. It appears to have had little effect this year with the general election a foregone conclusion, it wasn't a surprise to anyone and the recent budget was nowhere nearly as bad for the property market as was expected. In fact, I would say the build up/anticipation of the budget will be far worse than any repercussion, it was noticeable in the October auction that many buyers were nervous of committing just a week before the budget, especially as capital gains tax was forecast to increase, this did result in less activity and the sales rate of 76% is slightly down from our usual 80s, it is still however, above the national sale rate.

I am delighted that we have another bumper catalogue for you this month and with Lots in Salisbury, Bath, Frome & Dorset we are very much spreading our boundaries, something I hope we will continue to do in 2025. I very much hope you are successful in purchasing an early Christmas present and please feel welcome to give me or one of the team a call to discuss any of the properties further.

Charlie Doel MNAVA
Director and Auctioneer

Please note 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.

13 February
Closing for entry 10 January

03 April
Closing for entry 28 February

22 May
Closing for entry 18 April

10 July
Closing for entry 06 June

28 August
Closing for entry 25 July

16 October
Closing for entry 12 September



					
01	70 Raffin Lane Pewsey SN9 5HJ	£75,000+	23	34 Heathfield Chippenham SN15 1BQ	£115,000+
02	Land at Mill Lane Old Town, Swindon SN1 4HG	£10,000+	24	12 St. James Dauntsey, Chippenham SN15 4HJ	£155,000+
03	Land at Plough Lane Marston, Devizes SN10 5SR	£25,000+	25	15 & 16 Abdon Close Chitterne, Warminster BA12 0LB	£155,000+
04	1 Manor Farm Cottages High Street, Rowde, Devizes SN10 2ND	£210,000+	26	34 Martins Croft Colerne, Chippenham SN14 8DT	£150,000+
05	8-10 Noble Street Sherston, Malmesbury SN16 0NA	£195,000+	27	10 Hill Hayes Lane Hullavington, Chippenham SN14 6EB	£150,000+
06	3 Newbourne Gardens Lower Stanton St. Quintin SN14 6BX	£100,000+	28	Former Library at Bulford Road Durrington, Salisbury SP4 8EU	£40,000+
07	16 Redland Chippenham SN14 0JA	£105,000+	29	12 Greens Close Hullavington, Chippenham SN14 6EG	£110,000+
08	14 Keyford Terrace Frome, Somerset BA11 1JL	£150,000+	30	5 Newbourne Gardens Lower Stanton St. Quintin SN14 6BX	£110,000+
09	25 Pinnocks Place Swindon SN2 7NE	£175,000+	31	31 Cherry Orchard Highworth, Swindon SN6 7AU	£165,000+
10	1 Cherry Orchard Codford, Warminster BA12 0PN	£155,000+	32	48 Redland Chippenham SN14 0JA	£105,000+
11	Turnpike House Stanley Lane, Chippenham SN15 3RE	£225,000+	33	58 Hazelwood Road Melksham SN12 6UX	£270,000+
12	31 Brooklands Brinkworth, Chippenham SN15 5BA	£105,000+	34	9 Barken Road Chippenham SN14 0JY	£150,000+
13	14 Thresher Drive Swindon SN25 4AF	£180,000+	35	Former Cashmore Inn Cashmore, Dorset DT11 8DN	£280,000+
14	13 Blenheim Park Bowerhill, Melksham SN12 6TA	£100,000+	36	Coach House at Cashmore Inn Cashmore, Dorset DT11 8DN	£185,000+
15	8 Magpie Mews Devizes SN10 1NR	£90,000+	37	Land at Cashmore Inn Cashmore, Dorset DT11 8DN	£90,000+
16	18 Preston Lane Lyneham, Chippenham SN15 4AR	£160,000+	38	Land off Marlborough Road Swindon SN3 1NP	£2,000+
17	Ivor House 39 Bath Road, Old Town, Swindon SN1 4AS	£495,000+	39	59 Wick Hill Bremhill, Calne SN11 9LQ	£225,000+
18	8 Burnt House Cottages Bath BA2 2SG	£295,000+	40	Former Caretaker's Lodge Westminster Road, Salisbury SP2 7DG	£215,000+
19	Building Plot at The Common Broughton Gifford SN12 8LX	£375,000+	Entries now invited for our February sale Do you have a property that you're unsure whether to sell at auction? Book a free valuation for our auctioneer to visit and discuss the options available to you.		
20	The Unicorn 59 Bath Road, Melksham SN12 8AB	£185,000+			
21	Land and Stables at The Pry Purton, Swindon SN5 4JS	£160,000+			
22	17 Dowding Way Bowerhill, Melksham SN12 6SD	£135,000+			

🕒 October results

Our October auction catalogue was the largest we have produced since we increased to 7 auctions a year. 48 Lots certainly kept us busy throughout the month with an increased level of viewings and legal pack registrations. As we progressed through the marketing period, it became clear that the upcoming budget was becoming more and more of a factor with many buyers concerned about a Capital Gains Tax increase or if Landlords would be targeted. This did result in a lower number of bidders than we are used to and some of the properties we would have expected to sell in a previous auction did not quite make reserve.

I was delighted to see Lot 39: 93 Winsley Hill, Limpley Stoke sell and the scarcity of attractive building plots was apparent with lots of pre-auction interest and some competitive bidding eventually £42,000 over guide. Another Lot that made in excess of expectations was the commercial investment in Swindon which made over £100,000 above guide with multiple bidders.

Charlie Doel MNAVA
Director and Auctioneer

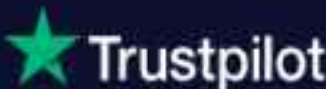
- 🔍 Total sales
£4,712,001
- 🕒 Percentage sold
76%
- 📄 Legal pack registrations
673
- 👤 Registered bidders
257
- 🏠 Lot with most bids
88 (Lot 18)

Property type	%
Residential	77
Commercial	4
Development	6
Amenity	13

Vendor	%
Private	30
Probate	8
Corporate	62

five stars

Strakers are rated 'Excellent' on **trustpilot.com**
We encourage our customers to share their experiences to help others make better choices and provide transparency of our services. We value feedback and feel our reviews are a testament to our level of service.



01	5 Haden Road Trowbridge BA14 7AX	£140,000+ £179,000	25	2 Marshall Street Chippenham SN14 0ED	£155,000+ £173,000
02	18 Preston Lane Lyneham, Chippenham SN15 4AR	£190,000+ Available	26	3 Anthony Close Sherston, Malmesbury SN16 0NR	£115,000+ £162,000
03	Garage rear of 19 Montagu Street Swindon SN2 2HL	£7,000+ £9,500	27	4 Providence Lane Corsham SN13 9DJ	£295,000+ Sold Post
04	Garage rear of 1 Somerset Road Swindon SN2 1NE	£5,000+ £7,500	28	134 Bath Road Atworth, Melksham SN12 8LA	£190,000+ Withdrawn
05	9 Tuners Lane Crudwell, Malmesbury SN16 9EN	£135,000+ £140,000	29	1 Manor Farm Cottages High Street, Rowde, Devizes SN10 2ND	£210,000+ Postponed
06	14 Danvers Road Corsham SN13 9LR	£190,000+ £237,000	30	10 Colemans Close Caine SN11 8NJ	£75,000+ £95,000
07	21 Lambrook Road Trowbridge BA14 9HF	£155,000+ £163,500	31	Land and Barn at Sodom Lane Dauntsey, Chippenham SN15 4JA	£225,000+ Postponed
08	11 Thackeray Crescent Melksham SN12 7NH	£105,000+ £146,000	32	329 Cheney Manor Road Swindon SN2 2PE	£350,000+ Unsold
09	1 Cherry Orchard Codford, Warminster BA12 0PN	£155,000+ Postponed	33	59 Wick Hill Bremhill, Caine SN11 9LQ	£225,000+ Postponed
10	1 Maunditts Old Cottages Little Somerford, Chippenham SN15 5BL	£225,000+ Withdrawn	34	32 New Park Street Devizes SN10 1DZ	£140,000+ Sold Post
11	62 The Dene Warminster BA12 9ER	£135,000+ £140,000	35	6 Broadleaze Upper Seagry, Chippenham SN15 5EY	£140,000+ £140,000
12	Land opposite Savernake Manor Savernake, Marlborough SN8 3AY	£50,000+ £55,000	36	Former Library at Bulford Road Durrington, Salisbury SP4 8EU	£40,000+ Postponed
13	25 Methuen Avenue Melksham SN12 7AH	£135,000+ £154,000	37	Stable Block Conversion at Kings Road Easterton, Devizes SN10 4PS	£145,000+ Sold Post
14	27 Woodland Road Patney, Devizes SN10 3RD	£185,000+ Available	38	38 Frampton Court Trowbridge BA14 9HL	£140,000+ Sold Post
15	Eastfield House Plough Lane, Marston, Devizes SN10 5SR	£700,000+ Available	39	Chinchivi 93 Winsley Hill, Limpley Stoke, Bath BA2 7JL	£350,000+ £392,000
16	Lane rear of Wootton Bassett Road Swindon SN1 4NQ	£1+ £1	40	61 Somerset Crescent Melksham SN12 7LX	£120,000+ £148,000
17	Land off Marlborough Road Swindon SN3 1NP	£5,000+ Available	41	74 Reids Piece Purton, Swindon SN5 4AZ	£100,000+ £120,000
18	34-35 Commercial Road Swindon SN1 5NS	£275,000+ £387,000	42	52 Manor Road Chippenham SN14 0LH	£150,000+ Available
19	3 Bliss Close Upton Scudamore, Warminster BA12 0AT	£150,000+ £155,000	43	1 Bailey House Forman Street, Caine SN11 8PG	£67,000+ Postponed
20	7 St. Marys Close Bradenstoke, Chippenham SN15 4ET	£220,000+ £250,000	44	15 Linden Close Caine SN11 0BB	£67,000+ Postponed
21	Former Caretaker's Lodge Westminster Road, Salisbury SP2 7DG	£215,000+ Postponed	45	1 Blackcross Chippenham SN15 3LD	£155,000+ £165,000
22	47 Windsor Road Swindon SN3 1JU	£270,000+ £275,000	46	23 Lammas Close Hilmarton, Caine SN11 8SF	£135,000+ £140,000
23	Kings Farm North Bradley, Trowbridge BA14 0TX	£525,000+ Available	47	3 Newbourne Gardens Lower Stanton St. Quintin SN14 6BX	£135,000+ Available
24	3 Sycamore Grove Westbury BA13 3NE	£110,000+ £136,000	48	44 Bouverie Avenue Salisbury SP2 8DT	£470,000+ Available

trusted partners

Together with understanding our customers' unique positions and values, we believe our brand is fundamentally built on the integrity of our team. We continually strive for excellence in delivering success and happiness for all our customers.



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



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



Courtney Holmes
Auction Negotiator
courtney.holmes@strakers.co.uk



Jane Fathers
Auction Co-ordinator
jane.fathers@strakers.co.uk

instruct us



Why sell at auction

Selling via auction offers a high degree of certainty with a binding contract formed on the fall of the gavel with no further negotiation allowed. If priced correctly, the auction process should generate high levels of bidders which in turn should create competitive bidding which will ensure the best price with an exchange of contracts that day. It provides a quick and efficient way of selling with the whole process from instruction to completion usually taking just 8-12 weeks.



Auction advice

We offer a no obligation appraisal of the property where we will advise you as to whether the property is suitable for auction or if an alternative method would be more advisable. At this meeting we will go through the auction process as well as discussing the value of the property and any costs involved. We will also advise you on any works or issues that might need resolving in order to achieve the best result.



Instruction

If you decide to instruct Strakers we will write to you to confirm instructions, guide price and fees. Under Anti Money Laundering Regulations, we will require proof of identity and address before we can market your property. An Energy Performance Certificate (EPC) if required will need to be ordered/supplied.



Legal pack

You will need to instruct your solicitor (we can provide solicitor contacts if required) to produce a legal pack prior to the auction date, ideally a couple of weeks beforehand. Please ensure you instruct the solicitors as early as possible and provide all the relevant paperwork and payment. The pack will be available via our website for inspection by all interested parties.



Marketing

Marketing will be for a month leading up to the auction via our catalogue and website, the property will also be on major property search portals. Where appropriate we will erect an auction board and the local Strakers office will also market the property.



Reserve price

During the process all interest and enquiries are recorded and we follow up all leads and viewings. We use this to keep you informed of the interest in the property and will also update you if any pre-auction offers are made. About 3/4 days prior to the auction, we will advise and agree a reserve price based on the feedback we have received.



Auction day

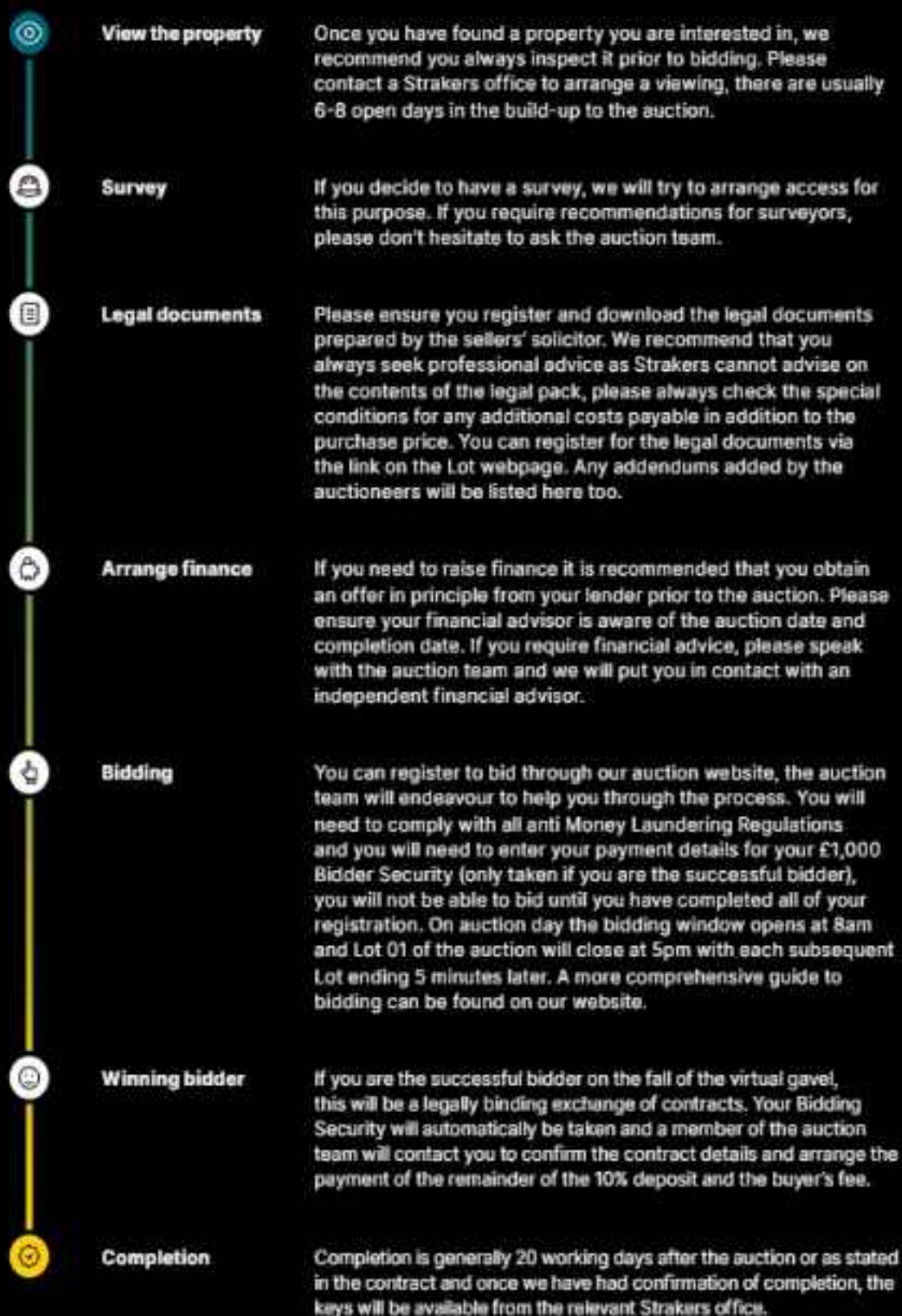
The bidding window opens at 8am in the morning with Lot 01 closing at 5pm, each subsequent Lot closes 5 minutes later. All bidders will have had to register, provide payment details for a bidder security and perform an Anti-Money Laundering check. You will be able to follow the auction via our website. On the fall of the virtual gavel, this is a legally binding exchange of contracts and the buyer will pay a 10% deposit (minimum deposit of £3,000) and also pay a buyers fee.



Completion

This is generally 20 working days after the auction, but can be longer if stated in the special conditions of sale by your solicitor. Please arrange for any final meter readings to be carried out and drop the keys into a Strakers office.

buyers steps



Buying at auction is a simple process but you need to be well prepared before you bid. The General Conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking 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. 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. All measurements shown are approximate. No systems or appliances relating to the property have been tested.

Tenure

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

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 and accuracy is not guaranteed. Any plans are reproduced from Ordnance Survey Map with kind permission of The Controller of His Majesty's Stationery Office. Crown copyright reserved. Licence No. ES100015260.

***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.

Reserve price

Unless stated otherwise each lot is subject to a reserve price which we expect will be set near the guide price and 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. 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 prior to the auction date.

Proof of identification

In order to comply with recent legislation, any person bidding at auction must complete all AML requirements. If you are bidding on someone's behalf we will require their ID along with a letter of authority allowing you to bid on their behalf.

The contract

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). If bidding on someone else's behalf you are personally liable to buy 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.

Insurance

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

In branch | Online | On the move



prime listings

We consider our home your home and the door is always open, we'd love you to pop-in when you're next passing.

Our address: **strakers.co.uk**

strakers



Attractive 1/2 bedroom semi-detached thatched cottage situated at the end of a no through road and needing renovation.

The Grade II listed cottage comprises on the ground floor; living room, kitchen and bathroom. On the first floor; large landing/bedroom and bedroom.

The cottage is accessed via a pedestrian footpath and sits in a good-sized enclosed garden. There is a brick outbuilding to the rear. It offers space and potential for an extension to the side and/or rear (subject to consents).

01

70 Raffin Lane
Pewsey, Wiltshire SN9 5HJ

£75,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band E

For further details visit
strakers.co.uk or call 01672 551154

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



02

Land at Mill Lane

Old Town, Swindon, Wiltshire SN1 4HG

£10,000+

Guide Price (Plus Fees*)

Parcel of land adjoining houses in sought after Old Town location. The land is accessed from Mill Lane and slopes down towards the railway line.

The extent of the land is shown edged red for identification purposes only on the aerial photograph and measures about 0.50 acre with a length of about 137m and a frontage to Mill Lane of about 12m.

A bridleway runs along one edge and the remainder of the land is overgrown. A community group maintain an area just off Mill Lane.

Energy Performance Certificate
N/A

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

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



03

Land at Plough Lane

Marston, Devizes, Wiltshire SN10 5SR

£25,000+

Guide Price (Plus Fees*)

Level parcel of land in a rural village position adjoining residential dwellings.

The paddock has gated access from the village road and extends to about 0.5 acre. It is shown edged red for identification purposes only on the aerial photo.

Ideal for a pony paddock or small holding and may have long term development potential (subject to consents).

Energy Performance Certificate
N/A

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

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



3 Bedroom semi-detached cottage situated in a good-sized plot on the outskirts of the village. In need of modernisation with potential for extension (subject to planning).

The accommodation comprises on the ground floor; entrance hall, sitting room, kitchen, rear lobby and bathroom. On the first floor; landing and 3 bedrooms. There is double glazing.

The house sits centrally in a good sized plot which is shown edged red for identification purposes on the aerial photo. It measures about 0.25 acre and fronts onto the village road. There is a useful outbuilding and scope to extend to the side and/or rear and to also create off-road parking to the front.

Please refer to the special conditions in the legal pack for any additional costs.

Energy Performance Certificate Band D

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

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

04

1 Manor Farm Cottages High Street
Rowde, Devizes, Wiltshire SN10 2ND

£210,000+
Guide Price (Plus Fees*)



05

8-10 Noble Street
Sherston, Malmesbury, Wiltshire SN16 0NA

£195,000+
Guide Price (Plus Fees*)

4 Bedroom period semi-detached house in need of modernisation and within walking distance of the village centre.

Originally a pair of cottages, the accommodation comprises on the ground floor; sitting room and kitchen/breakfast room. On the first floor; landing, 4 bedrooms, bathroom and cloakroom. There is scope to alter and improve the internal layout.

There is a courtyard area to the front which could be altered to create possible parking and at the rear is an enclosed courtyard with workshop and outside cloakroom.

Energy Performance Certificate
Band G

For further details visit
strakers.co.uk or call 01666 829 292

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



3 Bedroom semi-detached house of non-standard construction and in need of modernisation.

The accommodation comprises on the ground floor; entrance hall, living room, dining room and kitchen and on the first floor; landing 3 bedrooms, bathroom and W.C. There is double glazing and electric heating.

The house is set back from the road and there is potential to create parking similar to adjoining properties. Good-sized garden to the front and rear with scope to extend (subject to consents).

06

3 Newbourne Gardens

Lower Stanton St. Quintin, Chippenham, Wiltshire SN14 6BX

£100,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

For further details visit
strakers.co.uk or call 01666 829 292

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



07

16 Redland
Chippenham, Wiltshire SN14 0JA

£105,000+
Guide Price (Plus Fees*)

1 Bedroom end-terrace bungalow situated in an area of similar properties and in need of modernisation.

Accommodation comprises entrance porch, living room, inner hall, kitchen, bedroom, bathroom and store room. There is double glazing and gas heating.

There is pedestrian access to the front and an enclosed rear garden which is laid to lawn. On street parking is available nearby.

Ideal first time or investment buy.

Energy Performance Certificate
Band C

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

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



Delightful 3 storey, 3 bedroom Grade II listed Weavers cottage situated at the end of a cul-de-sac in one of the most sought after streets in Frome. In need of renovation.

Consent for altering the interior and exterior was granted by Mendip Council under App No 2023/1232/LBC on the 7th March 2024. The proposed plans provide on the ground floor; new larger porch, sitting room, kitchen and dining room. On the first floor; landing, bedroom and large bathroom and on the second floor; bedroom with shower room. It has an internal floor area of about 1,100ft² (102m²).

There is a small courtyard at the rear and a good-sized parking area to the front with potential to provide a garden/seating area.

08

14 Keyford Terrace
Frome, Somerset BA11 1JL

£150,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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



09

25 Pinnocks Place
Swindon, Wiltshire SN2 7NE

£175,000+
Guide Price (Plus Fees*)

3 Bedroom mid-terraced house situated in the Upper Stratton area of Swindon. Originally of non-standard 'Reema' construction, the property has had a PRC rebuild.

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

Lawn front garden with side passage through to rear garden with lawn, patio and workshops. At the rear there is a Council owned double garage which can be rented for £99 per annum.

Energy Performance Certificate
Band D

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

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



2 Bedroom semi-detached house in need of minor modernisation with scope for extension (subject to consents).

The accommodation comprises on the ground floor; entrance porch, hallway, lounge and kitchen. On the first floor; landing, 2 bedrooms and a bathroom. There is double glazing and an air source heat pump.

Garden to the front, side and rear mainly laid to lawn with off road parking for a couple of cars.

Ideal investment opportunity or suitable for first time buyer.

10

1 Cherry Orchard

Codford, Warminster, Wiltshire BA12 0PN

£155,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



11

Turnpike House, Stanley Lane
Chippenham, Wiltshire SN15 3RE

£225,000+
Guide Price (Plus Fees*)

Detached Grade II listed former Toll House in need of modernisation set in a large plot extending to about 0.27 acre with potential for further development, no clawback.

Accommodation comprises on the ground floor; entrance hall, 5 reception rooms, kitchen, shower room and rear porch. On the first floor; landing, 2 bedrooms and kitchen area. There is great scope to reconfigure the accommodation. Gas heating.

A driveway leads to a large parking area and double garage. Large garden to the side and rear backing on to open fields. Range of useful outbuildings. There could be potential for an additional dwelling (subject to consents).

Energy Performance Certificate
N/A

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

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



2 Bedroom terraced house of non-standard PRC Cornish construction. In need of modernisation.

Accommodation comprises on the ground floor; entrance hall, living/dining room and kitchen. on the first floor; landing, 2 bedrooms and a bathroom. Double glazing and electric heating.

Outside there is off-road parking for a couple of cars and a small front garden. At the rear is a long garden with a useful store. There is a right of way across the rear of the terrace.

12

31 Brooklands

Brinkworth, Chippenham, Wiltshire SN15 5BA

£105,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band C

For further details visit
strakers.co.uk or call 01666 829 292

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



13

14 Thresher Drive
Swindon, Wiltshire SN25 4AF

£180,000+
Guide Price (Plus Fees*)

Spacious 2 bedroom end-terrace house in need of minor updating. Ideal buy-to-let investment or first time purchase.

The accommodation comprises on the ground floor; entrance hall, lounge, kitchen and cloakroom. On the first floor; landing, 2 bedrooms and a bathroom. There is double glazing and gas heating.

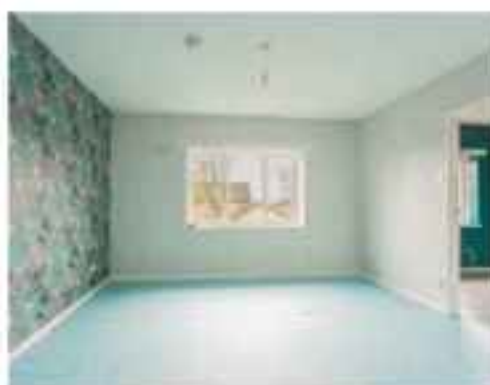
At the rear is an enclosed garden with patio area and mature shrubs.

In good order it could achieve a rental income of about £1,100pcm.

Energy Performance Certificate
Band C

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

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



Spacious 2 bedroom first floor flat in need of some minor improvement. Ideal first time buy or investment purchase.

The accommodation comprises personal entrance hall with staircase leading to the first floor; hallway, lounge, dining room, kitchen, 2 bedrooms and a bathroom. There is double glazing and electric heating.

Outside there is garden to the front and a good-sized rear garden. Currently on-street parking with potential to create off-road.

Being sold freehold with the ground floor flat having been sold off on a long lease.

A potential income in good order of about £950pcm.

14

13 Blenheim Park
Melksham, Wiltshire SN12 6TA

£100,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



15

8 Magpie Mews
Devizes, Wiltshire SN10 1NR

£90,000
Guide Price (Plus Fees*)

1 Bedroom end-terrace house in need of modernisation. Set back from the road and within a short walk of the town centre.

The accommodation comprises on the ground floor; entrance hall, lounge and kitchen. On the first floor; landing, bedroom and bathroom. There is double glazing and electric heating. Scope to improve the layout.

The house is at the end of a private path and has an enclosed, private courtyard garden.

An ideal first time buy or investment opportunity with a potential rental income in good order of about £700pcm.

Energy Performance Certificate
Band D

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

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



2 Bedroom semi-detached house believed to be Wimpey no-fines construction in need of modernisation with large garden providing scope for extension (subject to consents).

The accommodation comprises on the ground floor; hallway, lounge and kitchen/diner. On the first floor; landing, 2 bedrooms, large cupboard and a bathroom. There is double glazing and gas central heating and an outside store.

Large garden to the front, side and rear mainly laid to lawn with gated off road parking. Possible future development (subject to consents). The plot has a frontage of about 21.5m and depth of about 32m and extends to about 0.17 acre.

16

18 Preston Lane

Lyneham, Chippenham, Wiltshire SN15 4AR

£160,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



17

Ivor House 39 Bath Road
Old Town, Swindon, Wiltshire SN1 4AS

£495,000+
Guide Price (Plus Fees*)

Attractive 4 storey period building which has detailed planning permission for conversion to a 9 bedroom HMO. Sought after Old Town address.

Currently 3 floors of offices with nail bar on the lower ground floor. The nail bar is let on a rolling contract at £5,400pa with the remainder of the building vacant on completion.

Consent was granted by Swindon Borough Council under app no S/23/1481 in March 2024 for the change of use or alternatively the property could be converted to a large 5 bedroom house with car (stp).

At the rear there is a courtyard off the lower ground floor and ample parking for about 6 cars.

Energy Performance Certificate
Band D

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

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



4 Bedroom detached house in need of complete renovation with large plot providing further development opportunities (subject to consents).

Originally a pair of cottages, the accommodation comprises on the ground floor; 4 reception rooms, kitchen, bathroom and utility. Two staircases lead to landings and 4 bedrooms. It would be possible to convert back to 2 smaller cottages.

Outside there is a double garage and numerous workshops and sheds all in derelict condition. Ample parking area and large overgrown garden. The extent of the property is shown edged red on the aerial photo and extends in total to about 0.21 acre.

18

8 Burnt House Cottages
Bath, BA2 2SG

£295,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
TBC

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

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



Fabulous semi-rural building plot backing onto farmland with consent for an executive 4 bedroom detached house of over 4,280ft² (398m²).

The village is set in the rolling Wiltshire countryside near the historic market towns of Bradford on Avon and Melksham. The village has a thriving school, a large common, beautiful countryside walks, a cricket and football pitch, bowling green, a village hall and two popular public houses.

The villages of Atworth and Whitley are just up the road and offer a village store and café. Nearby Bradford on Avon, Trowbridge and Melksham offer a wealth of shopping facilities and further afield is the World Heritage city of Bath.

Planning consent was granted for the erection of two dwellings in April 2022 under app no 20/10989/FUL with some conditions since discharged via application reference PL/2023/04172. Plot 2 is being retained by the family.

Plot 1 is situated at the rear of the site and the proposed accommodation comprises on the ground floor; entrance hall, open plan kitchen/family room, living room, playroom/study, utility room and cloakroom. There is also a double garage.

On the first floor; master bedroom with en-suite and walk-in wardrobes, 3 further bedrooms, family bathroom and office/workshop (accessed via the garage).

The plans show an internal floor area of about 4,280ft² (398m²) including the garage.

Externally, the property will be accessed via a shared entrance driveway and the house will have ample parking. There will be a good sized garden to the side and rear.

One of the great aspects of the proposed house is the view over the adjoining farmland to the rear.



19

Building Plot at The Common
Broughton Gifford, Wiltshire SN12 8LX

£375,000+
Guide Price (Plus Fees*)

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



20

The Unicorn, 59 Bath Road
Melksham, Wiltshire SN12 8AB

£185,000+
Guide Price (Plus Fees*)

Former public house and restaurant in need of complete renovation. Potential for conversion to 2 semi-detached houses (subject to consents).

The Grade II listed property is situated on the outskirts of the town centre close to amenities and opposite the Avon Tyres site. A positive pre-app was made in 2018 with regards to residential conversion.

The property has an internal floor area of about 300m² (3,230ft²) over 3 floors, comprising pub/restaurant on the ground floor with living accommodation above.

Vehicle access at the rear for parking and outside space for seating/garden, the extent of the property is shown edged red on the aerial photo.

Energy Performance Certificate
N/A

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

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



Equestrian yard in a rural position but only a short drive from Purton/Swindon.

The yard comprises of a wooden block of 4 stables with hardstanding to the front and useful storage sheds. There are also 2 containers for tack room and hay storage. Water and electric on site.

The level land is split into 2 paddocks and the extent of the land is shown edged red for identification purposes only on the aerial photo and extend in total to about 6.65 acre.

There is a shared entrance with neighbouring land with ample hardstanding parking.

21

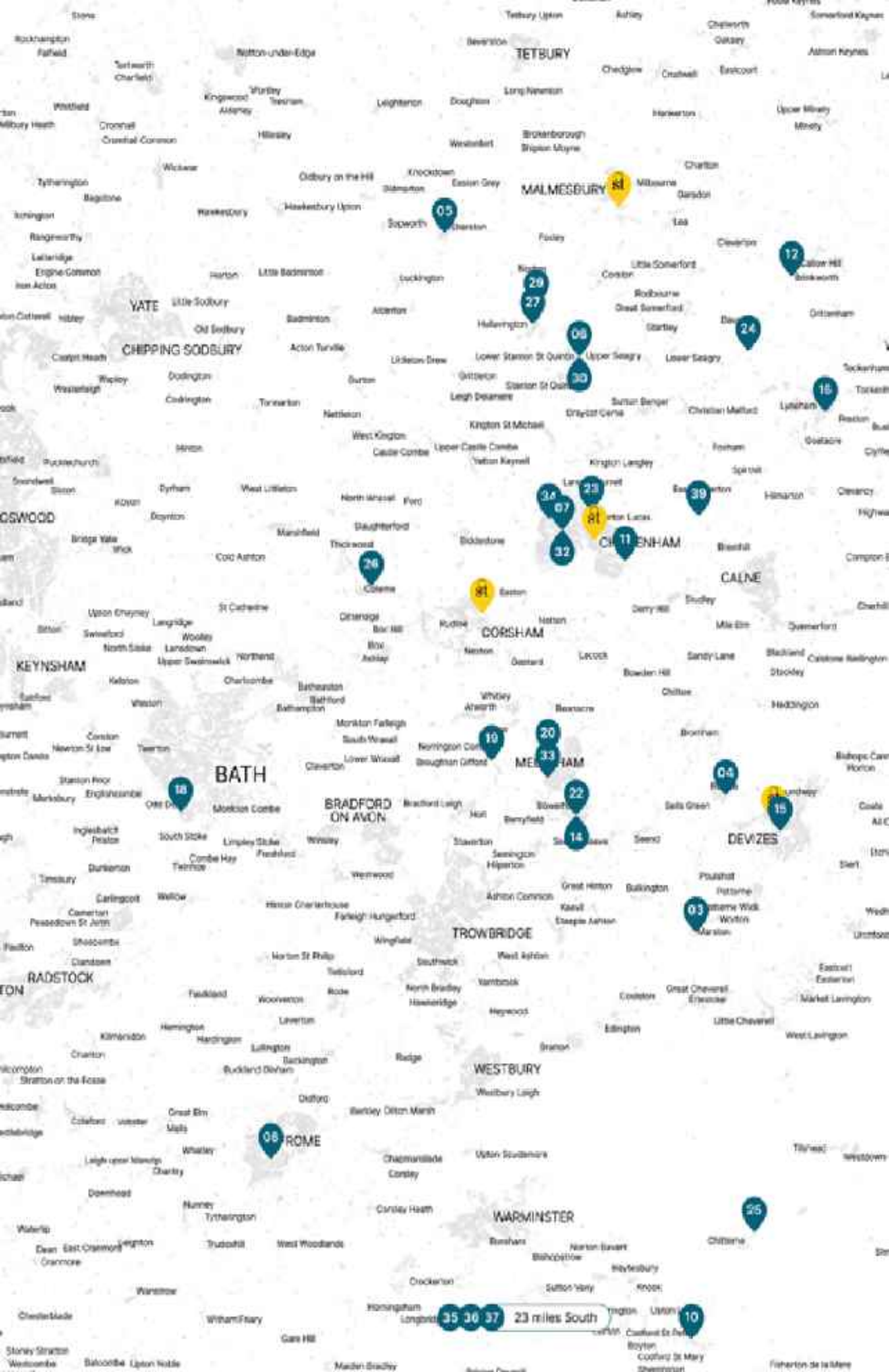
Land and Stables at The Pry
Purton, Swindon, Wiltshire SN5 4JS

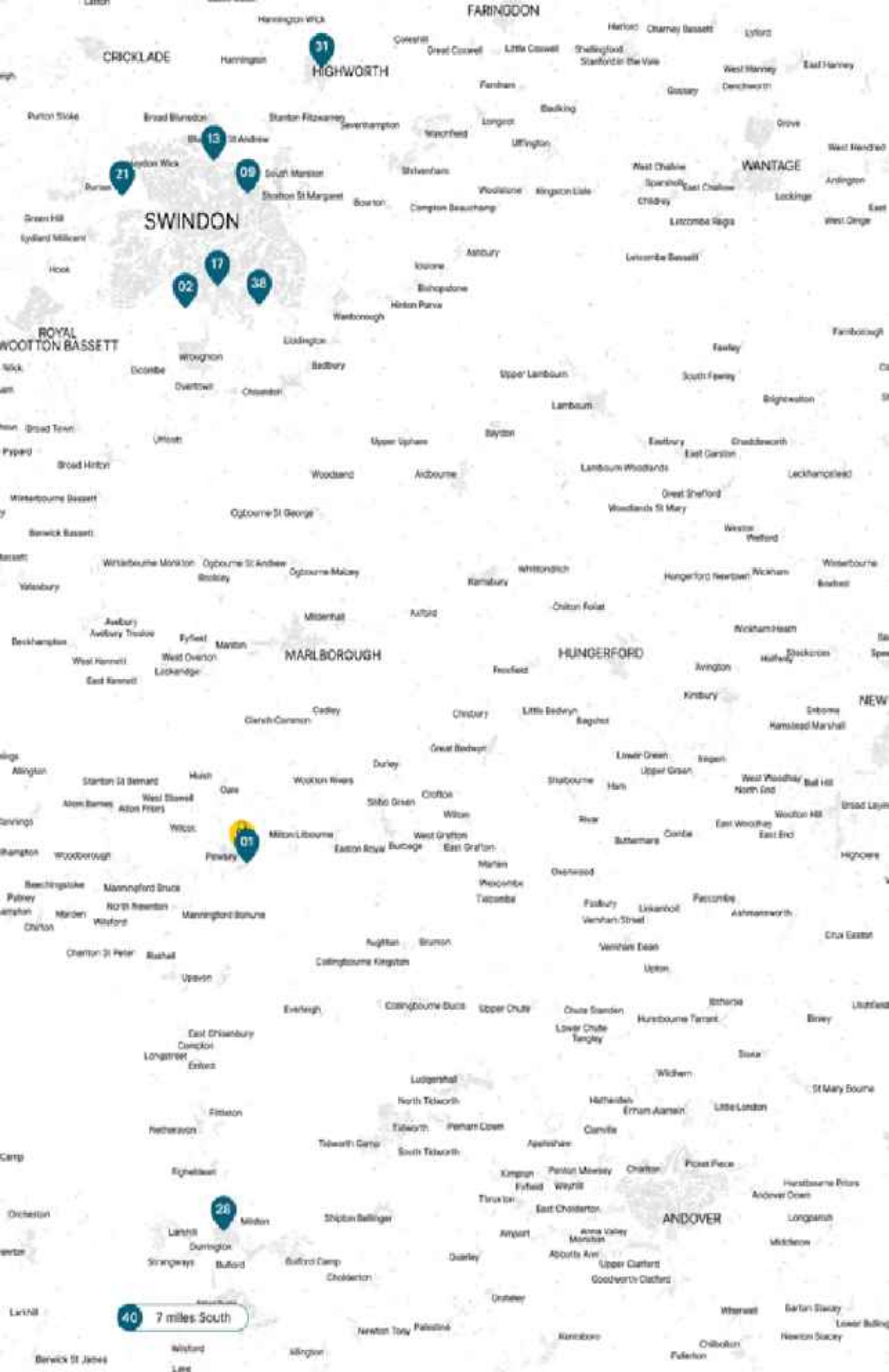
£160,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

For further details visit
strakers.co.uk or call 01666 829 292

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







22

17 Dowding Way
Bowerhill, Melksham, Wiltshire SN12 6SG

£135,000+
Guide Price (Plus Fees*)

2 Bedroom semi-detached house in need of modernisation with scope for extension to the side and/or rear (subject to consents).

Accommodation comprises on the ground floor; entrance hall, lounge, dining room and kitchen. On the first floor; landing, 2 bedrooms and a bathroom. There is double glazing but no heating at present.

Long driveway with ample parking alongside a front lawn. Single garage with a store room at the rear. Good-sized rear enclosed rear garden mainly laid to lawn.

Energy Performance Certificate
Band D

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

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



3 Bedroom semi-detached house of non-standard Woolway construction. In need of modernisation with potential for extension to the side and/or rear (subject to planning).

The accommodation comprises on the ground floor; entrance hall, living room and kitchen. On the first floor; landing, 3 bedrooms and a shower room. There is double glazing and gas heating.

Outside there is a driveway at the front with space for a couple of cars with further garden area. At the rear is a good-sized enclosed garden and outside store.

23

34 Heathfield

Chippenham, Wiltshire SN15 1BQ

£115,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



24

12 St. James
Dauntsey, Chippenham, Wiltshire SN15 4HJ

£155,000+
Guide Price (Plus Fees*)

3 Bedroom semi-detached house in need of modernisation set at the end of a cul-de-sac and backing onto fields.

Accommodation comprises on the ground floor; entrance hall, kitchen, lounge and cloakroom. On the first floor; landing, 3 bedrooms and a bathroom. There is double glazing and it is oil-fired heating.

At the front is a large parking area and at the rear is a good-sized garden with outside stores and sheds. There is potential to extend at the side and/or rear (subject to consents).

Energy Performance Certificate
Band D

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

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



Spacious semi-detached property divided into 2 x 2 bedroom flats, both in need of modernisation. Potential to convert to a house (subject consents). Situated on the outskirts of the village.

Each flat comprises; personal entrance hall, lounge, kitchen, 2 bedrooms and a bathroom. There is double glazing and electric heating.

There is un-allocated parking for the properties and a front garden. Side access leads to a large rear garden on different levels which backs onto fields. The garden is a mix of lawn and patio, with scope to extend the property (subject to consents).

The property also includes the freehold of the adjoining property, previously sold off on long leases.

Ⓢ Energy Performance Certificate D & E

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

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

25

15 & 16 Abdon Close
Chitterne, Warminster, Wiltshire BA12 0LB

£155,000+
Guide Price (Plus Fees*)



26

34 Martins Croft

Colerne, Chippenham, Wiltshire SN14 8DT

£150,000+

Guide Price (Plus Fees*)

3 Bedroom semi-detached house of non-standard Unity construction in village location with lovely views to the rear.

The accommodation comprises on the ground floor; entrance hall, lounge, dining room, kitchen and on the first floor; landing, 3 bedrooms and bathroom. There is double glazing and gas heating.

Excellent sized plot with front lawn and driveway parking. Large garden to the side and rear with scope for extensions (subject to consents). Outside store.

Energy Performance Certificate
Band D

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

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



2 Bedroom semi-detached bungalow in a popular village. In need of modernisation with good-sized garden.

The accommodation comprises entrance hall, lounge, kitchen, 2 bedrooms, bathroom and rear stores. There is double glazing and electric heating.

Driveway to the front with parking for a couple of cars, easily maintained front garden. At the rear is an enclosed garden with mature shrubs and borders. Potential for a rear extension (subject to consents).

27

10 Hill Hayes Lane
Hullavington, Chippenham, Wiltshire SN14 6EB

£150,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

For further details visit
strakers.co.uk or call 01666 829 292

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



28

Formal Library at Bulford Road
Durrington, Salisbury, Wiltshire SP4 8EU

£40,000+
Guide Price (Plus Fees*)

Single storey building in the heart of the village adjoining a doctors surgery and a bungalow. Future development potential.

The detached prefabricated building was used as a library and sits at the rear of the site with an internal floor area of about 177m² (1,704ft²) comprising library room, office and utility/cloakroom.

The extent of the site is shown edged red for identification on the aerial photo and has a frontage to the village road of about 10.5m and a depth of about 33m. There is a covenant restricting development within 10m of the road.

Potential for a pair of semi-detached houses or a slightly larger dwelling (subject to consents).

Energy Performance Certificate
N/A

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

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



1 Bedroom end-terrace bungalow situated in an area of similar properties and in need of modernisation.

Accommodation comprises entrance porch, living room, inner hall, kitchen, bedroom, bathroom and store room. There is double glazing and electric heating.

There is pedestrian access to the front and good-sized front and rear gardens which are mainly laid to lawn with shrubs. On street parking is available nearby, potential to create off road parking to the rear (subject to consents).

Ideal first time or investment buy.

29

12 Greens Close

Hullavington, Chippenham, Wiltshire SN14 6EG

£110,000+

Guide Price (Plus Fees*)

Energy Performance Certificate Band D

For further details visit strakers.co.uk or call 01666 829 292

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



30

5 Newbourne Gardens

Lower Stanton St. Quintin, Chippenham, Wiltshire SN14 6BX

£110,000+

Guide Price (Plus Fees*)

3 Bedroom semi-detached house of non-standard construction and in need of modernisation.

The accommodation comprises on the ground floor; entrance hall, living room and kitchen and on the first floor; landing 3 bedrooms, bathroom and W.C. There is double glazing and no heating.

The house is set back from the road and there is potential to create parking similar to adjoining properties. Good-sized garden to the front and rear with scope to extend (subject to consents).

Energy Performance Certificate Band E

For further details visit strakers.co.uk or call 01666 829 292

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



2 x 2 Bedroom apartments in need of modernisation or potential conversion back to a single dwelling. Potential rental income in good order of about £1,800pcm which equates to about £21,600pa.

The flats have their own private entrances and separate services. The accommodation for each flat comprises; living room, kitchen, bathroom and 2 bedrooms. There is double glazing and gas heating.

There is driveway parking to the front and a good-sized garden to the rear currently split into two sections mainly laid to lawn with a garden shed.

31

31 Cherry Orchard

Highworth, Swindon, Wiltshire SN6 7AU

£165,000+

Guide Price (Plus Fees*)

Energy Performance Certificate C and D

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

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



32

48 Redland
Chippenham, Wiltshire SN14 0JA

£105,000+
Guide Price (Plus Fees*)

1 Bedroom end-terrace bungalow situated in an area of similar properties and in need of modernisation.

Accommodation comprises entrance porch, living room, inner hall, kitchen, bedroom, bathroom and store room. There is double glazing and gas heating.

There is pedestrian access to the front and an enclosed rear garden which is laid to lawn. On street parking is available nearby.

Ideal first time or investment buy.

Energy Performance Certificate
Band D

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

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



4 Bedroom modern detached house in need of modernisation. Situated on a popular estate of similar properties.

The accommodation comprises on the ground floor; entrance hall, sitting room, dining room, study, kitchen, utility and cloakroom. On the first floor; landing, bedroom with en-suite, 3 further bedrooms and family bathroom. There is gas heating.

Driveway parking for a couple of cars leading to a double garage. At the rear is a good-sized enclosed garden mainly lawn with mature shrubs and borders. Space to extend (subject to consents).

33

58 Hazelwood Road
Melksham, Wiltshire SN12 6UX

£270,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



34

9 Barken Road
Chippenham, Wiltshire SN14 0JY

£150,000+
Guide Price (Plus Fees*)

2 Bedroom semi-detached house in need of modernisation with good sized garden.

The accommodation comprises on the ground floor; entrance hall, lounge and kitchen. On the first floor; landing, 2 bedrooms and a bathroom. There is double glazing and electric heating.

There is a long front garden laid to lawn with parking area with gated side access to a good-sized rear garden with useful store.

Ideal investment opportunity or first time buy.

Energy Performance Certificate
Band E

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

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



Former public house in semi-rural position and in need of modernisation. Large garden and parking with potential for future residential development (subject to consents).

Cashmore Inn has extensive accommodation across 2 floors with an internal floor area of about 4,000ft² (372m²). The ground floor has numerous lounge areas plus extensive kitchen/prop and storage areas. On the first floor, there is a 2 bedroom managers flat plus a further 4 bedrooms and 2 bathrooms.

Large garden to the rear and extensive car park and the property extends to about 0.75 acre. A septic tank is situated behind Lot 36.

35

Former Cashmore Inn Cashmore
Blandford Forum, Dorset DT11 8DN

£280,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band C

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

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



36

Coach House at Cashmore Inn Cashmore
Blandford Forum, Dorset DT11 8DN

£185,000+
Guide Price (Plus Fees*)

Attractive 2 bedroom coach house in need of minor improvement and would make an ideal holiday let or Airbnb.

The cottage is situated at the rear of the pub with its own access and has spacious accommodation comprising on the ground floor; open plan living, dining and kitchen areas. On the first floor; landing, 2 bedrooms both with en-suites. There is double glazing and propane gas heating.

Ample parking at the front and two garages. At the rear is a large enclosed garden backing on to fields. The extent of the site measures about 0.23 acre. The septic tanks for the 3 properties are situated behind the garages.

Energy Performance Certificate
Band D

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

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



Enclosed parcel of land with mobile home and consent for camping.

The land which is shown hatched green on the aerial photo adjoins the road with a frontage of about 30m and an average depth of about 27m, it extends in total to about 0.19 acre.

There is a mobile home on site comprising 2 bedrooms, lounge, kitchen and bathroom. We understand electricity and water are available on site.

Adjoining property to both side there could be potential for development in the future (subject to consents).

37

Land at Cashmore Inn, Cashmore
Blandford Forum, Dorset DT11 8DN

£90,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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



Parcel of woodland situated to the rear of Marlborough Road and adjoining residential properties.

The land is accessed via a footpath and is covered by an abundance of trees. It has a maximum width of about 12m and a depth of about 62m.

The extent of the land is shown edged red for identification purposes only on the aerial photograph.

Please refer to the special conditions in the legal pack for any additional costs.

38

Land off Marlborough Road
Swindon, Wiltshire SN3 1NP

£2,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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



39

59 Wick Hill
Bremhill, Calne, Wiltshire SN11 9LQ

£225,000+
Guide Price (Plus Fees*)

Attractive 3 bedroom semi-detached house in a rural position and in need of modernisation. Potential for extension (subject to consents).

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

The house sits centrally in a good-sized plot adjoining fields to the side and rear. There is vehicular access from the lane with ample parking. The garden is overgrown but provides an opportunity to extend the cottage to the side and/or rear.

Please refer to the special conditions in the legal pack for any additional costs.

Energy Performance Certificate
Band F

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

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



Detached 3 bedroom house situated in the school grounds and in need of some minor improvements. Potential for extension (subject to consents).

The accommodation comprises on the ground floor; entrance hall, lounge and kitchen and on the first floor; landing, 3 bedrooms and bathroom. There is double glazing and gas heating.

There is an enclosed garden to the front, side and rear mainly laid to lawn with outbuildings. The existing garage will need to be removed with parking created to the front of the house. Potential to create a new access to the rear.

Please refer to the special conditions in the legal pack for any additional costs.

40

Former Caretaker's Lodge Westminster Road
Salisbury, Wiltshire SP2 7DG

£215,000+

Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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

FOR
SALE

stunning potential



📍 **Coolon**
Hankerton SN16 9LQ

💰 **£595,000**
Guide Price

On the market for the first time in 55 years, this spacious detached bungalow located in a rural setting and situated amid large established gardens of 0.3 acre, offers enormous potential to modernise and redesign (STPP). No onward chain.

🏠 Energy Performance Certificate
Band E

📄 For further details visit strakers.co.uk
or call Malmesbury 01666 829 292



A new collection of individually designed 2, 3 and 4 bedroom homes. Set in picturesque countryside and just a stones throw from the beautiful thriving market town of Chippenham, with its excellent transport connections, you can enjoy the very best of town and country living. Prices from £300,000.



LACKHAM PLACE
CHIPPENHAM

LAST TWO REMAINING



A bespoke development by award-winning Calibre Homes, offering three eco-friendly four bedroom detached houses, superbly positioned within a short walk from Chippenham railway station and town centre. Prices from £575,000.

st

For all enquiries 01249 652 717
chippenham@strakers.co.uk

In branch | Online | On the move
strakers.co.uk

OPEN HOUSE 16 NOVEMBER



£10,000

Reserve before Christmas and receive the gift of £10,000 towards personalising your new home. T&Cs apply.



Aubreys Yard is a collection of nine beautifully crafted homes set in a wonderful rural setting in the village of Poulshot, near Devizes.

Join us for our festive open event, with a tour of the last three remaining homes on Saturday 16th November (1pm to 4pm).

For all enquiries 01380 723 451
devizes@strakers.co.uk

In branch | Online | On the move
strakers.co.uk



**ASHFORD
HOMES**
NEW HOMES

Crafting beautiful homes

📍 Pewsey spotlight

a taste of pewsey



Located in the heart of the North Wessex Downs Area of Outstanding Natural Beauty and between Stonehenge and Avebury, the Vale of Pewsey is ideal for getting off the beaten track and has plenty of friendly and atmospheric places to stay, eat, drink and shop.

Just over an hour from London Paddington, the Vale of Pewsey is a world away from the hustle and bustle of our capital city.

Experience the breath-taking views and freedom of the Pewsey Vale as you explore our many cycling and walking routes. Here you will find quintessential England – beautiful countryside peppered with villages and thatched cottages at the heart of the North Wessex Downs Area of Outstanding Natural Beauty, with the Kennet & Avon Canal running through its core. Enjoy our country pubs, independent cafes and shops. Unwind at our unique places to stay. Discover our rich heritage and ancient history.

Dramatic downland, secluded woodland, sweeping valleys and the Kennet & Avon Canal provide a rich variety of landscapes for the walker, rider or cyclist to enjoy. Autumn brings its own pleasures as the trees change colour and where the prospect of stopping off at a traditional country pub or café, perhaps with a log fire, and a locally-sourced and seasonal menu with local beers and ciders, seems like the perfect reward for all that activity!

The above extract is taken from
visitwiltshire.co.uk

In branch | Online | On the move
strakers.co.uk



best for lettings

We have registered tenants looking for properties like yours. With our team of dedicated letting specialists and property managers we will take care of your property. Whether finding tenants or a full management service, speak to us about marketing your property.

strakers

INTRODUCTION

The Common Auction Conditions are designed for real estate auctions, to set a common standard across the industry. There are three sections, all of which are compulsory except where stated.

Glossary (Compulsory)

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions (Compulsory)

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply whenever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

(General Conditions compulsory, template forms optional)

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and leases, schedules and a sale memorandum. They must not be used if other standard conditions apply.

The RICS owns the copyright in all editions of the Common Auction Conditions (CAC), but permits the free use of Edition 4.0 if the user:

- relies on its own legal advice as to whether the CAC are suitable;
- agrees that the Royal Institution of Chartered Surveyors and those who advised it have no liability to anyone who uses or relies on the CAC;
- reproduces the compulsory sections of the CAC without any changes, except as stated in the text;
- acknowledges that the CAC are reproduced with the consent of the RICS; and
- refers to the Conditions as the Common Auction Conditions (Edition 4.0).

The RICS reserves the right to withdraw its licence to use this and any previous edition of the Common Auction Conditions.

GLOSSARY

This GLOSSARY applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the COMMON AUCTION CONDITIONS.

Wherever it makes sense:

- singular words can be read as plural, 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 appear in small capitals they have the specified meanings.
- Where (*) appears next to a term, this term has had its definition altered in the 'Amendments and Additions to the Glossary' section.

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

Would be CONDITION 88.3:
(a) the date specified in the SPECIAL CONDITIONS; or
(b) Two 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 is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and not 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 for the AUCTION as it exists at the date of the AUCTION or, if the CATALOGUE is then different, the date of the CONTRACT including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER's conveyancer's client account or as otherwise required by the terms of the CONTRACT.

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE 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 sold before or after 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 apart from FINANCIAL CHARGES.

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION 93B.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness that not including a rent charge or local land charge).

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 8% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

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, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) 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 schedule of TENANCIES (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 seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Amendments and Additions to the Glossary**Amendments****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 made available on the WEBSITE, LOT details page, email or by any other method that the AUCTIONEERS see fit.

Auction

The online AUCTION of each LOT advertised in the CATALOGUE.

Contract date

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

(a) the date of the SALE MEMORANDUM signed by the AUCTIONEER on behalf of 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.

You (and your)

Someone who has seen the CATALOGUE or who visits the WEBSITE or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Additions**Administration Fee**

An ADMINISTRATION FEE, the amount of which will be specified on a LOT by LOT basis within the PARTICULARS and/or the SPECIAL CONDITIONS of sale must be paid or secured by way of a hold on a credit/debit card in advance of the AUCTION as part of the AUCTION ENTRANCE FEE. If YOU are not the SUCCESSFUL BIDDER, then the AUCTION ENTRANCE FEE will be refunded to you.

Auction Entrance Fee

An AUCTION ENTRANCE FEE is required for each LOT that YOU wish to bid on and is comprised of the ADMINISTRATION FEE as well as the BIDDER SECURITY FEE should YOU be the SUCCESSFUL BIDDER. It must be secured in advance either by way of bank TRANSFER or a hold being made on a credit or debit card. Where YOU have not made a SUCCESSFUL BID in relation to the LOT the AUCTION ENTRANCE FEE will be released to YOU if YOU provided it via bank/electronic TRANSFER or released back to YOU if a hold was placed on the funds via the online payment system.

Auction Operation Guide

A document that outlines the AUCTION process in its entirety, for both BUYERS and SELLERS. The document can be found on the AUCTIONEERS WEBSITE or on request.

Bidder Security Fee

The BIDDER SECURITY FEE forms part of the AUCTION ENTRANCE FEE and if YOU are the SUCCESSFUL BIDDER it will go on to form part of the DEPOSIT.

Deposit

The DEPOSIT is a sum of money (usually 10% of the SALE PRICE) calculated at the fall of the electronic gavel that YOU must pay to the AUCTIONEER if YOU are the SUCCESSFUL BIDDER within 2 business days or as specified in the PARTICULARS of sale or AUCTION OPERATION GUIDE, or other such documents that the AUCTIONEER may specify. This payment must be made via bank or electronic TRANSFER, taking into account any amount paid already by the BIDDER SECURITY FEE.

Online bidding Process

The method and processes that allow a BIDDER to bid at the AUCTION online as described on the AUCTIONEERS WEBSITE.

Reserve

The RESERVE is the minimum amount that the auctioneer is authorised to sell the LOT at. It is subject to change and will not normally be disclosed.

Successful Bid (and successful bidder)

The highest bid at the fall of the electronic gavel that wins the LOT for the BIDDER, providing that the BID is at or above the RESERVE.

Website

The WEBSITE controlled by the AUCTIONEERS and on which the online AUCTION is conducted.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION 88A, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disappled or varied without OUR agreement, even by a CONDITION purporting to replace the Common Auction Conditions in their entirety.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 Our role

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 BIDDOR SECURITY and DEPOSITS as agent for the SELLER;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as resubmitted 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.

A2.5 WE may refuse to admit one or more persons to participate in the AUCTION without having to explain why.

A3 Bidding and reserve prices

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

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

A3.2.7 There is a dispute over bidding. WE are entitled to resume 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 published, that GUIDE PRICE (or the lower end of the range) is the minimum price at which the SELLER might be prepared to sell at the date of the GUIDE PRICE. It is not an indication of the RESERVE PRICE, which may not be set until the date of the AUCTION.

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, 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 AS applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

A5.2 YOU are obliged to buy the LOT in 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 (*) AS.5 has been amended in full in the Amendments section below.
(a) is to be held by us for, at OUR option, the SELLER'S conveyancer;
(b) 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and
(c) must be paid in pounds sterling by cheque or by banker's draft made payable to US for, at OUR option, the SELLER'S conveyancer; or an APPROVED FINANCIAL INSTITUTION, condition AS 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 Where WE hold the DEPOSIT as stakeholder, WE 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).

AS.8 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.

AS.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

Amendments and Additions to the Auction Conduct Conditions

Amendments

Section AS has been reproduced in full below and also includes OUR amendments (as marked by (*)).

AS.1 (*) A SUCCESSFUL BID is one WE accept as such (normally on the fall of the hammer). This CONDITION AS applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

AS.2 YOU are obliged to buy the LOT in the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT, if applicable.

AS.3 (*) In order to bid online you must:
(a) provide all information WE reasonably need from YOU to enable US to verify YOUR identity and complete the SALE MEMORANDUM;
(b) accept and agree that the WE can sign the Memorandum of Sale on YOUR behalf;
(c) pay the Auction Entrance Fee.

AS.4 If YOU do not, WE may sign the SALE MEMORANDUM on YOUR behalf.

AS.5 (*) The Auction Entrance Fee:
(a) is to be held by us for, at OUR option, the SELLER'S conveyancer;
(b) 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and
(c) must be paid in pounds sterling by cheque or by banker's draft made payable to US for, at OUR option, the SELLER'S conveyancer; or an APPROVED FINANCIAL INSTITUTION, condition AS may state if WE accept any other form of payment;
(d) YOU accept and agree that the AUCTION ENTRANCE FEE (comprised of the BIDDOR SECURITY and ADMINISTRATION FEE) is deemed non-refundable if you are the successful bidder at the fall of the electronic gavel and that it will be released back (or returned) to YOU should YOU be unsuccessful;
(e) the BIDDOR SECURITY element of the AUCTION ENTRANCE FEE shall be used to make a partial payment of the deposit due; and
(f) the ADMINISTRATION FEE element of the AUCTION ENTRANCE FEE shall be paid to and retained by the AUCTIONEERS.

AS.6 (We reserve the right to retain the SALE MEMORANDUM signed by/on behalf of the BUYER until such time as we have received the full DEPOSIT in cleared funds.

AS.7 Where WE hold the DEPOSIT as stakeholder, WE 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).

AS.8 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.

AS.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

Additions

A2.6 YOU accept and acknowledge that WE will use reasonable care to provide the online AUCTION platform. In the event that a situation or situations arise that affect the running of the ONLINE AUCTION platform, we may at OUR absolute discretion suspend or cancel the AUCTION and declare any or all results of the ONLINE AUCTION to null and void without any liability on the part of US or OUR third party providers of the ONLINE AUCTION platform. OUR decision in these situations is final and WE do not have to give any reasons for OUR actions.

A2.7 Should you be unable to connect to and bid on the ONLINE AUCTION platform you accept that WE and OUR third-party providers accept no liability for any loss of any nature that results from, directly or indirectly, YOUR inability to successfully bid on the AUCTION platform.

A2.8 YOU accept that the AUCTIONEER and OUR third-party providers are in no way liable for any loss suffered by YOU in relation to the ONLINE AUCTION platform even if the AUCTIONEER has been made aware of the possibility of any such risks.

A2.9 The AUCTION PROCESS will be run in accordance with OUR AUCTION OPERATION GUIDE which can be found on OUR WEBSITE.

A2.10 If the AUCTION PLATFORM fails to work in the way as described in the AUCTION OPERATION GUIDE then YOU accept that neither we nor OUR third-party providers hold any liability for a loss of any kind that YOU may incur.

A2.10 Within the period specified in the AUCTION OPERATION GUIDE at the auction closing, the DEPOSIT or balance of DEPOSIT due, (usually 10% of the SALE PRICE) must be paid by YOU via electronic TRANSFER or bank TRANSFER to the AUCTIONEERS.

All Extra Auction Conduct Conditions

AS.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.

SALE MEMORANDUM

Words in small capitals have the special meanings defined in the GLOSSARY.

The GENERAL CONDITIONS (as supplemented or changed

by any EXTRA-GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template forms of SPECIAL CONDITIONS, schedules and SALE MEMORANDUM are not compulsory and may be changed.

01. The LOT

01.1 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 is that referred to in the SALE MEMORANDUM.

01.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

01.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

01.4 The LOT is also sold subject to each 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 to 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) outgoings and other liabilities;

(g) any interest which overrides, under 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.

01.5 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.

01.6 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.

01.7 The LOT does not include any benefits or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use; and
(b) the SELLER is to leave them at the LOT.

01.8 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.

01.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

02. Deposit

02.1 The amount of the DEPOSIT is the greater of:
(a) any minimum DEPOSIT stated in the AUCTION CONDUCT CONDITIONS for the total PRICE, if this is less than that minimum; and
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

02.2 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.

02.3 Interest earned on the DEPOSIT belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

03. Between contract and completion

03.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless:

(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT; or

(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

03.2 If the SELLER is required to insure the LOT then the SELLER (a) must procure to the BUYER (in respect of relevant insurance) details:

(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;

(c) gives no warranty as to the adequacy of the insurance;

(d) must 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) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any lender or other third party) pay that refund to the BUYER; and

(f) (subject to the rights of any lender or other third party) hold in 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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a lender or other third party).

03.3 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.

03.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 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 resolution or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION: (a) if the LOT is registered and 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; (b) if the LOT is not registered and the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE 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.

(c) if title is in the course of registration, title is to consist of: (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;

(ii) evidence that an applicable stamp duty land tax relating to that application has been paid; and

(iii) 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.

(d) 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(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenancy 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 mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

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 (b) when two BUSINESS DAYS after the draft has been approved by the SELLER; and

(c) the SELLER must approve or refuse the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) 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.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER:

(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant; (b) the form of new lease is that described by the SPECIAL CONDITIONS; and (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

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 and any other amounts stated in the SPECIAL CONDITIONS).

G6.3 Payment is to be made in pounds sterling and only by (a) direct transfer from the buyer's conveyancer to the SELLER'S conveyancer; and

(b) the release of any DEPOSIT held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is (conditionally) received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

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 BUYER 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 stakeholder.

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 to agent to cancel any registration of the CONTRACT; and

(b) the SELLER must return the DEPOSIT and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the DEPOSIT under CONDITION G7.3.

G9. Landlord's licence

G9.1 Where the LOT sold includes leasehold land and licence to assign or sublet 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 ("licence notice").

G9.4 The SELLER must:

(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must promptly:

(a) 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, for such longer period as the SELLER and BUYER agree the SELLER has not given licence notice to the BUYER 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 the SELLER has given licence notice. 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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly 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 the 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 basis that 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 equally daily rate assuming 365 days in a year (or 366 in a leap 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.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

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 on the most recent rent payment date and/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 as 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 (a) 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.

G13. Rent deposits

G13.1 Where any TENANCY is an assured shorthold tenancy the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other before COMPLETION, so far as practicable that they have complied.

G13.2 The remainder of 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.

G13.3 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.

G13.4 Otherwise the SELLER must on COMPLETION pay an assignment to 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 consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given as valid VAT input.

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

G15.3 Where the SPECIAL CONDITIONS so state on 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:

(a) 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 entered the sale in a standard-rated supply made in relation to the LOT as 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 508B 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 it is does not produce the relevant evidence at least five 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 obligation 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 100 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 allowances 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 agreements 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 1 of the Landlord and Tenant Act 1987.

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

G19. Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the 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 time 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:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess; when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
but in respect of payments on account that are still due from a tenant, CONDITION G21 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23. Rent reviews

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 exceeds 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 ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part 11 of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 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.

G24.3 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 conduct 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 a result of 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 in 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 a household 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 the 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 the Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communications 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.

G28. Contracts (Rights of Third Parties) Act 1999
No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.

Lot Number

Auction Date

Property Address

Agreement Date

Completion Date

Sale Price

Deposit

Balance

Seller's Name(s)

Seller's Address

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)

Buyer's Name(s)

Buyer's Address

Buyer's Phone Number

Buyer's Solicitors Firm

Buyer's Solicitors Contact Name

Buyer's Solicitors Address

Buyer's Solicitors Phone Number

Buyer's Administration Fee (Office use only)

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

high street



Branches

Chippenham

01249 652 717
chippenham@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP

Corsham

01249 712 039
corsham@strakers.co.uk
6 High Street
Corsham SN13 0HB

Devizes

01380 723 451
devizes@strakers.co.uk
6/7 Market Place
Devizes SN10 1HT

Malmesbury

01666 829 292
malmesbury@strakers.co.uk
53 High Street
Malmesbury SN16 8AG

Pewsey

01672 551 154
pewsey@strakers.co.uk
78 High Street
Pewsey SN9 5AF



Departments

Auctions

01249 765 200
auctions@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP

Lettings Head Office

01380 722 995
lettings@strakers.co.uk
First Floor, 6/7 Market Place
Devizes SN10 1HT

Property Management

01380 721 368
propertymanagement@strakers.co.uk
First Floor, 6/7 Market Place
Devizes SN10 1HT

Land and New Homes

01249 652 717
landandnewhomes@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP

Strakers (Holdings) Limited is registered in England & Wales
company number 05063335, VAT number 639 7529 89.

Design by breadandhoneydesign.com

Printed on GF Smith Accent Recycled paper manufactured
using 100% recycled fibre, Accent Recycled is FSC certified,
acid-free and carbon balanced at source.

