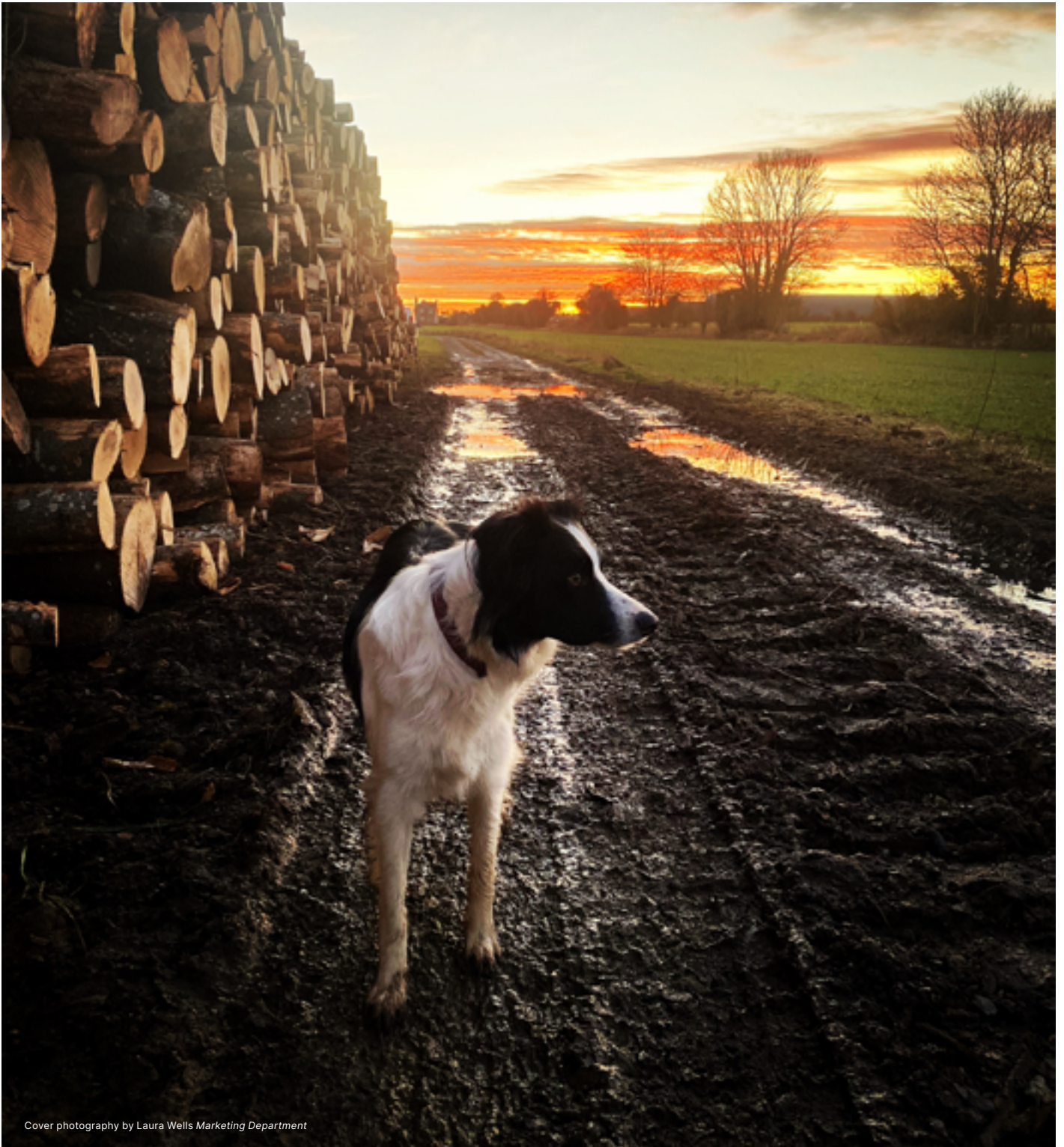


auction



welcome

I would like to start by wishing you all a happy new year. I am sure you will already have noticed, but the new year has brought a new and rebranded auction catalogue. Personally, I love the new design and I have no doubt when the time comes, you will find the new auction website far easier to navigate with clearer and more concise information. If you have any views on the rebrand or indeed if there is something we can still do better, please drop me an email.

In other news, Tori is now on maternity leave and Lizzie and I can't wait to welcome a new member to the Strakers auctions family. The downside to this is you may well have me contacting you following viewings etc. As always, I hope we have a Lot that is of interest to you and look forward to hearing from you over the next month.

Charlie Doel MNAVA
Director and Auctioneer

06 April
Closing for entry 03 March

25 May
Closing for entry 21 April

13 July
Closing for entry 09 June

31 August
Closing for entry 28 July

19 October
Closing for entry 15 September

07 December
Closing for entry 03 November



lots of interest

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.

					
01	49 Redcliffe Street Swindon SN2 2BZ	£95,000+	14	Development Site at Il Cortile South Marston, Swindon SN3 4GB	£170,000+
02	Land at Ivy Avenue Bath, BA2 1AN	Nil Reserve	15	110 Rush Hill Bath, BA2 2QS	£150,000+
03	Land at Ludgershall Road Tidworth SP9 7LX	£3,000+	16	13 Methuen Avenue Melksham SN12 7AQ	£185,000+
04	7 Barn Close Chippenham SN14 0LG	£140,000+	17	48 Allington Way Chippenham SN14 0JU	£150,000+
05	Sunhaven Naish Hill, Lacock, Chippenham SN15 2QH	£695,000+	18	Land and Buildings at Netherstreet Bromham, Chippenham SN15 2DP	£65,000+
06	Old School Little Cheverell, Devizes SN10 4JS	£215,000+	19	70 Curzon Street Calne SN11 0DL	£235,000+
07	2 Green Lane Westbury BA13 3PY	£235,000+	20	16 Easton Square Sherston, Malmesbury SN16 0LX	£140,000+
08	14 Easton Square Sherston, Malmesbury SN16 0LX	£140,000+	21	Highfield Minety, Malmesbury SN16 9QG	£325,000+
09	38 Clyffe Pypard Swindon SN4 7PY	£175,000+	22	The Haven Littleton Panell, Devizes SN10 4ES	£600,000+
10	Land at Clyffe Pypard Swindon SN4 7PY	£7,000+	23	32 Pound Pill Corsham SN13 9HX	£150,000+
11	Building Plot at Follyfield Hankerton, Malmesbury SN16 9LA	£170,000+	24	Flat 2 58 Northgate Street, Devizes SN10 1JJ	£60,000+
12	5 Follyfield Hankerton, Malmesbury SN16 9LA	£525,000+	25	17 Markham Road Wroughton, Swindon SN4 9JT	£210,000+
13	Garages at Parklands Malmesbury SN16 0QH	£140,000+			

exchanged

If I am being completely honest, I wasn't sure how the December auction was going to go until bidding went live on the day. With the first lot meeting reserve only 22 seconds after going live I could breathe a bit easier! Yes, it was quieter in the build-up and yes, we are hearing a lot of negativity in the press and other industry quarters, however, some of the prices achieved were way over expectations with one lot achieving more than we ever have in that location before. The two parcels of land did especially well and the demand for this type of property still remains high. I very much believe there is a competitive market out there for correctly priced property having seen some lots having 10+ registered bidders, I for one am looking forward to a busy and successful 2023.

Charlie Doel MNAVA Director and Auctioneer

🔗	Total sales £2,602,500	Property type	
🕒	Percentage sold 79%	Residential	71%
📄	Legal pack registrations 492	Commercial	0%
👤	Registered bidders 83	Development	19%
👉	Lot with most bids 87 (Lot 1)	Land	10%
		Vendor	
		Private	48%
		Probate	14%
		Corporate	38%

🔗	📍		🔗	📍	🔗	📍
01	3 Westfield Chase Aldbourn, Marlborough SN8 2DB	£130,000+ £267,000	12	Development Site at 143 Calton Road Bath BA2 4PP	£575,000+ Unsold	
02	Land adjoining Drovers Cottage Coate, Devizes SN10 3JZ	£35,000+ £91,500	13	17 Armstrong Street Swindon SN1 2AA	£155,000+ Withdrawn	
03	27 Parklands Malmesbury SN16 0QH	£160,000+ £169,000	14	Building Plot adj 1 Eden Grove Whitley, Melksham SN12 8QJ	£95,000+ £100,000	
04	24a Hardenhuish Lane Chippenham SN14 6HN	£350,000+ Sold Prior	15	21a/b Union Street Melksham SN12 7PR	£160,000+ £176,000	
05	60 & 60a Eastleigh Road Devizes SN10 3EH	£165,000+ £234,000	16	Wildacre, Longsplatt Kingsdown, Corsham SN13 8DE	£30,000+ £64,000	
06	Building Plot at Coate Road Stanton St. Bernard SN8 4LG	£105,000+ £105,000	17	19 Clarendon Road Trowbridge BA14 7BR	£235,000+ Unsold	
07	27 Woodland Road Patney, Devizes SN10 3RD	£225,000+ Unsold	18	18 Harford Street Trowbridge BA14 7HH	£130,000+ £140,000	
08	25 Woodland Road Patney, Devizes SN10 3RD	£180,000+ Under Offer	19	45 Highfield Bromham, Chippenham SN15 2HR	£160,000+ £176,000	
09	23 Woodland Road Patney, Devizes SN10 3RD	£180,000+ £191,000	20	Building Plot at Cranmore View Frome BA11 4DT	£65,000+ £84,000	
10	4 Scotts Close Heddington, Calne SN11 0PG	£125,000+ £165,000	21	3 Tory Place Bradford-on-Avon BA15 1NW	£130,000+ Postponed	
11	4 Charlcutt Calne SN11 9HH	£215,000+ Sold Prior				

five stars

Chippenham auction team

Sold my plot of land with the auction team In Chippenham, fantastic communication from start to finish. Always getting back prompt with lots of questions that we had! I have now recommended Strakers to family to sell another plot at auction. Thank you Charlie and the team, great work.

Dave and Luci
December 14, 2022

Very Happy!

We are very happy with the information your firm gave us while dealing with the house which was difficult at times getting the boundaries sorted out. I want to thank everyone for all help you gave to me and my sister.

Rita
December 21, 2022



Strakers are rated 'Excellent'
4.9/5 based on 528 reviews.



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

Charlie joined the company back in 2004 as a trainee and has worked his way up to the giddy heights of auctioneer and director. Charlie is a keen sportsman and still enjoys playing cricket, he also runs on a regular basis and is working towards his first triathlon. When he is not chauffeuring and then watching his children's activities, he likes nothing more than a local walk with his Jack Russell 'Frank'.

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

Lizzie joined Strakers in 2006 and in the main has worked as a negotiator in our thriving Chippenham office, gaining some valuable experience in some of Strakers other residential offices and departments along the way. Lizzie joined our expanding auction department in 2017 where she handles the majority of the administrative duties to include dealing with solicitors, boards and EPC's. Outside of work, Lizzie has a vibrant family life with twin daughters to keep her on her toes. When she finally gets some peace and quiet, she loves nothing better than a box set.

get started

Do you have a property that you're unsure whether to sell at auction? Our team are more than happy to answer any questions you have. Book a free valuation for our auctioneer to visit and discuss the options available to you.

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

The valuation you receive will be straight to the point and honest. There is no point in putting anything into the auction with an unrealistic price tag as it won't sell.

Whilst we can't say that we will be able to sell 100% on the night (although we manage this from time to time!), the majority of lots offered will sell if priced correctly, whether on the auction night itself, or tied up in the following days.

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

Which properties suit auction?

Strakers sell a wide variety of property at auction and if you view our past results, you can see the different types. Property that suits selling via auction include houses/cottages and bungalows for renovation, properties with either legal issues or structural problem, building plots and development site, agricultural land or woodland, garaging and parking, commercial and residential investments.

Who sells at auction?

Pretty much anyone can sell via auction and our clients have included Councils and Housing Associations, Charity Organisations, Property Companies, Trustees, Solicitors and Banks as well as Private Individuals.

Selling probate properties

Strakers sell many probate properties on behalf of the trustees and auction is ideal if the estate is looking to sell the property as efficiently and speedily as possible with a good price.

Up together properties

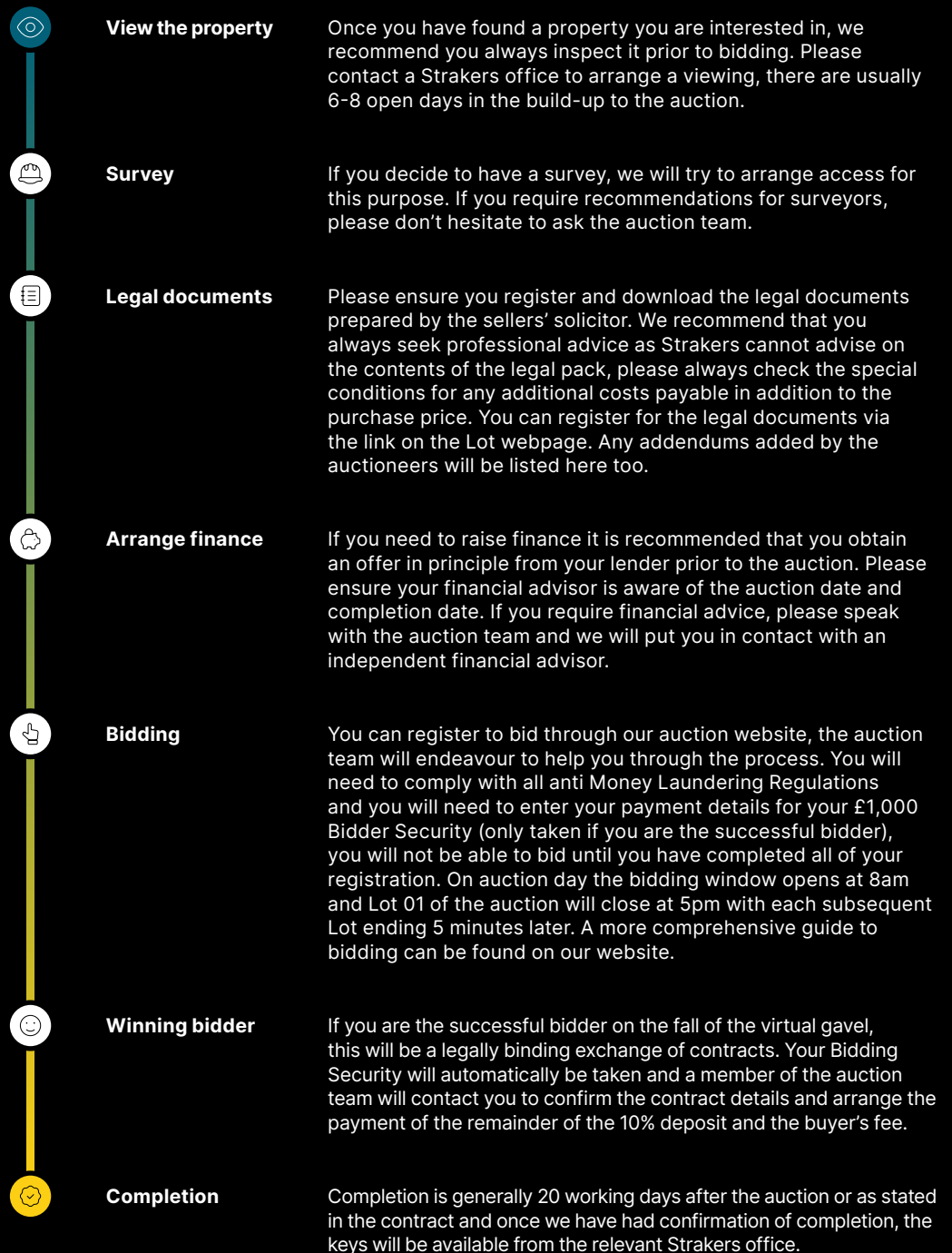
We sometimes sell property that is in excellent/good order throughout, and whilst this will ensure a quick sale, these properties rarely achieve the best price possible and other forms of marketing are advised in the first instance.

Entries invited for our next sale

We are particularly interested in the following types of properties:

-  Residential for modernisation
-  Probate sales
-  Commercial investments
-  Development plots
-  Paddocks and agricultural land
-  Garaging

simple steps





notices

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
strakers.co.uk



We've had the builders onsite! It's been quite a journey, but we're finally in. We feel it's much more 'us' and think it's more in keeping with our visitors too.

strakers



2 Bedroom terraced house in need of modernisation throughout.

Ideal first time buy or investment with a potential income in good order of about £10,200 per annum.

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

Outside there is a courtyard to the front and a rear garden mainly laid to lawn.

The house is within walking distance of local amenities.

01 

49 Redcliffe Street 
Swindon, Wiltshire SN2 2BZ

£95,000+ 
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.



02



Land at Ivy Avenue

Bath, BA2 1AN



£0+

Guide Price (Plus Fees*)

Parcel of land situated in a cul-de-sac position and surrounded by residential properties.

The land adjoins Ivy Avenue to the front and the gardens of Hillcrest Drive at the rear. The land slopes up away from the road and is covered in trees and shrubs.

The extent of the land is shown edged red for identification purposes only on the aerial photograph and extends to about 0.32 acre.

We understand there are various covenants on the land and these will be in the auction pack available from the Auctioneers website.



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 Ludgershall Road

Tidworth, Hampshire SP9 7LX



£3,000+

Guide Price (Plus Fees*)

Parcel of land situated in a residential area. The land is accessed via a footpath and has a frontage to Ludgershall Road of about 76m (250ft).

The land is slightly elevated from the village road and it is understood a sewer runs under the land. It is shown edged red for identification purposes on the plan and extends to about 0.18 ace.

Ludgershall offers a range of amenities including primary and secondary schools, a doctor's surgery, two public houses and a post office. Nearby Andover provides a further choice of shopping and leisure facilities and also has a mainline railway station.

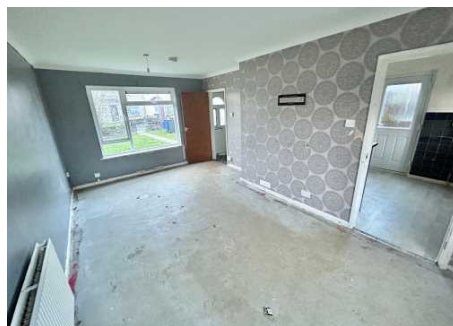


Energy Performance Certificate
N/A



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.



A 2 bedroom end-terrace house in need of modernisation with scope to extend at the rear (subject to consents).

The accommodation comprises on the ground floor; entrance hall, living room, dining room and kitchen. On the first floor; landing, 2 bedrooms and a bathroom.

There is a large front garden which could provide off-road parking (subject to consents) with a side access through to a good sized enclosed rear garden mainly laid to lawn.

In good order the property could achieve a rental income of about £850pcm (£10,200pa).

04

7 Barn Close
Chippenham, Wiltshire SN14 0LG

£140,000+
Guide Price (Plus Fees*)

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.



Detached bungalow with equestrian buildings and workshops/barns set in a completely rural position. Potential for development or replacement dwelling (stp). About 2.60 acres.

This detached bungalow is situated in a completely rural position away from main roads. The nearby National Trust village of Lacock provides local amenities including village stores, junior school, Churches and public houses. Chippenham is only a short distance away and has a wide range of shopping, leisure facilities and schools. It also provides a mainline railway station and access to the M4 motorway.

The bungalow sits centrally in the plot and comprises a sunroom/entrance porch, living room, kitchen, dining room, conservatory, inner halls, 4 bedrooms and a family bathroom. Outside it has lawn to all sides with a gazebo, patio area and pond.

As you enter the property there is a grassed area on your right and the driveway leads to a large area (about 0.5 acre) with a range of barns, workshops, storage containers and office. Most with power and light. Triple bay workshop about 3,150ft² (292m²), further workshop (including inspection pit) about 1,062ft² (99m²) and timber barn about 802ft² (75m²)

At the rear of the property, there is a level paddock about 0.80 acre with a 60'x40' menage with rubber chippings and drainage. There is a stable block and courtyard with 3 stables and a barn (about 30'x21').

There is a further range of workshops measuring about 1,110ft² (103m²).

The extent of the property is shown edged red for identification purposes on the aerial photograph and extends to about 2.60 acres.



05 

Sunhaven Naish Hill 
Lacock, Chippenham, Wiltshire SN15 2QH

£695,000+ 
Guide Price (Plus Fees*)

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



06



Old School Low Road

Little Cheverell, Devizes, Wiltshire SN10 4JS



£215,000+

Guide Price (Plus Fees*)

An attractive 3 bedroom semi-detached cottage in need of modernisation with a great garden to the rear.

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

There is a parking area at the side with access through to the rear garden. A bridge crosses a small stream at the rear of the cottage and the garden opens up to a good-sized lawn area with mature shrubs and flower borders.



Energy Performance Certificate
Band F



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.



A 2/3 bedroom detached bungalow situated in a sought-after road in need of modernisation with scope for extension (subject to planning).

The accommodation comprises an entrance hall, living room/bedroom, 2 further bedrooms, dining room, kitchen/breakfast room and a bathroom.

Outside there is a sloping driveway for a couple of cars. there is garden to three sides with lawn areas as well as mature shrubs and trees.

The bungalow offers scope to extend into the roof or to the side and/or rear (subject to consents) It has recently suffered some water damage from a burst pipe.

07 

2 Green Lane 
Westbury, Wiltshire BA13 3PY

£235,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
Band E

 For further details visit
strakers.co.uk or call

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



08



14 Easton Square

Sherston, Malmesbury, Wiltshire SN16 0LX



£140,000+

Guide Price (Plus Fees*)

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

Good-sized plot with scope for an extension at the rear (subject to planning).

The accommodation comprises on the ground floor; entrance hall, living room, bedroom, bathroom, kitchen, utility area and stores. On the first floor; landing with large cupboard and 2 bedrooms.

At the front is an enclosed garden with space to create parking with a side access to a large enclosed garden mainly laid to lawn.



Energy Performance Certificate
Band F



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.



A 3 bedroom semi-detached house for modernisation and situated towards the end of a cul-de-sac in a rural position.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen with store off and a bathroom. On the first floor; landing and 3 bedrooms.

Outside there is garden to the front with scope for creating off road parking. Side access with useful store leads to a good-sized rear garden mainly laid to lawn.

There is potential to extend the house to the rear (subject to consents).

09 

38 Clyffe Pypard 
Swindon, Wiltshire SN4 7PY

£175,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
Band E

 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.



10

Land at Clyffe Pypard
Swindon, Wiltshire SN4 7PY

£7,000+
Guide Price (Plus Fees*)

Parcel of level land situated off a residential cul-de-sac on the outskirts of this rural village.

The land is shown edged red for identification purposes only on the aerial photograph and extends to about 0.32 acre. It is mainly open grassland with the western section having some mature trees.

The land does hold the septic tanks which serve the properties in the cul-de-sac and this use will continue.

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.

leave it to us

Our property maintenance team, via our lettings and property management service, can organise works and provide competitive quotes for any maintenance services required either as a one off, regular or on a seasonal basis. No job too big or small, just give us a call!

Property Management

01380 721 368
propertymanagement@strakers.co.uk





Village building plot with a certificate of lawful use to erect a detached dwelling. Situated towards the end of a cul-de-sac backing onto countryside.

Lawful use was granted by Wiltshire Council in December 2022 under PL/2022/02752 to build a dwelling in accordance with the drawings for the original plot passed in 1972 which incorporates a similar design to 5 Follyfield. Copies of the planning paperwork are available from the auctioneers.

The extent of the plot is shown edged red for identification purposes only on the aerial photo and extends to about 0.15 acre.

11

Building Plot at Follyfield
Hankerton, Malmesbury, Wiltshire SN16 9LA

£170,000+
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.



12



5 Follyfield

Hankerton, Malmesbury, Wiltshire SN16 9LA



£525,000+

Guide Price (Plus Fees*)

A substantial and spacious 4 bedroom detached family home situated in a sought-after cul-de-sac position and in need of modernisation.

The accommodation comprises on the ground floor; entrance porch, hallway, large sitting room, dining room, kitchen, utility and cloakroom. On the first floor; landing 4 bedrooms and a family bathroom.

Outside there is ample parking at the front leading to a double garage. Garden to both sides leads to an enclosed rear garden mainly laid to lawn with mature shrubs and trees.



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.



13 Garages and further parking spaces situated in an established residential area.

The land is shown edged red for identification purposes only on the aerial photo and it extends to about 0.29 acre.

Potential income of about £15,000 per annum based on a rent per garage of £15 per week and a parking space at £8 per week. Scope to erect further garages.

Some adjoining properties do have rights of access over the site to their respective parking spaces or garages.

13 

Garages at Parklands 
Malmesbury, Wiltshire SN16 0QH

£140,000+ 
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.







14



Development Site at Il Cortile
South Marston, Swindon, Wiltshire SN3 4GB



£170,000+
Guide Price (Plus Fees*)

Courtyard development site with planning consent for 3 dwellings with central gardens and parking. Situated in a rural position but still accessible to the village.

Planning consent for change of use to residential was granted by Swindon Borough Council under App No S/20/0851 on the 11th November 2020. The approved plans provide for 3 barn conversions with a total floor area of about 3,571ft² (331.5m²).

The site is shown edged red for identification purposes only on the aerial photograph and we are advised our client has had positive conversations about conversion into one dwelling with workshop/office (subject to planning).



Energy Performance Certificate
N/A



For further details visit
strakers.co.uk or call

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



A 1 bedroom end-terrace cottage in an elevated position affording views over Bath. The cottage is in need of modernisation throughout.

The accommodation comprises on the ground floor; entrance porch, sitting room and kitchen. On the first floor; landing, a large bedroom and a bathroom. There is potential to alter the internal layout to create a second bedroom.

Outside there is a small area of garden accessed from a path along the back of the neighbouring garage, laid mainly to lawn with a flower bed and various shrubs and plants.

15 

110 Rush Hill 
Bath, BA2 2QS

£150,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
Band F

 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.



16



13 Methuen Avenue
Melksham, Wiltshire SN12 7AQ



£185,000+
Guide Price (Plus Fees*)

A 3 bedroom semi-detached house in need of some modernisation and situated in a residential area of similar properties on the Lacock side of town.

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

Outside there is ample parking at the front leading to a carport and garage and at the rear is a delightful well maintained garden with seating areas, borders, pond and a workshop with power and light.

The property has 'Spray Foam' treatment to the loft area which could affect the mortgage ability of the property.



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.



A 2 bedroom, end of terrace house in need of updating and situated within walking distance of local schools and amenities.

The accommodation comprises on the ground floor; entrance hall, living/dining room, kitchen and conservatory. On the first floor; landing, 2 bedrooms, bathroom and a cloakroom.

Externally there is a block paved driveway for parking 1-2 cars at the front with a lawned area to the side. To the rear, there is a long, level, lawned garden with two outbuildings/stores.

The property has 'Spray Foam' treatment to the loft area which could affect the mortgage ability of the property.

17 

48 Allington Way 
Chippenham, Wiltshire SN14 0JU

£150,000+ 
Guide Price (Plus Fees*)

 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.



18

Land and Buildings at Netherstreet
Bromham, Chippenham, Wiltshire SN15 2DP

£65,000+
Guide Price (Plus Fees*)

Level parcel of land situated in a residential area with possible long term development potential (stp).

The land is accessed from the village road over a short track. At the entrance to the land is a useful building comprising a Barn about 7mx7m and there are 4 Stables/Tack Rooms all of a suitable size.

The extent of the land is shown edged red for identification purposes only on the aerial photograph and extends to about 0.74 acre.

There is a water stand pipe on the land, however, potential buyers should make their own enquiries as to whether water is connected.

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.



Period 3 bedroom semi-detached house in need of modernisation with many attractive features. Situated within walking distance of the town centre.

Accommodation comprises on the ground floor; entrance hall, living room with archway through to dining room, kitchen, sunroom, utility area and a cloakroom. On the first floor; landing, 3 bedrooms and a bathroom.

At the front is a courtyard area with gated access at the side, along with a useful shed/store this path leads to a larger than expected rear garden. The enclosed garden is mainly laid to lawn with mature shrubs, trees and flower borders, there is also a summerhouse.

19 

70 Curzon Street 
Calne, Wiltshire SN11 0DL

£235,000+ 
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.



20



16 Easton Square

Sherston, Malmesbury, Wiltshire SN16 0LX



£140,000+

Guide Price (Plus Fees*)

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

Good-sized plot with scope for an extension at the rear (subject to planning).

The accommodation comprises on the ground floor; entrance hall, living room, bedroom, bathroom, kitchen, utility area and stores. On the first floor; landing with large cupboard and 2 bedrooms.

At the front there is a hardstanding parking area for a couple of vehicles with side access to a large enclosed garden mainly laid to lawn.



Energy Performance Certificate
Band F



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.



Spacious 2 bedroom detached bungalow in a good sized plot and backing onto farmland.

The bungalow which is in need of some modernisation offers scope for extension or possible redevelopment (both subject to planning).

The accommodation comprises of entrance porch, hallway, living room, kitchen, 2 bedrooms and a bathroom. Outside there is a good-sized barn measuring about 14.4m² (156ft²).

The property which is edged red on the aerial photograph, extends to about 0.26 acre and is mainly laid to lawn with ample parking at the front.

21

Highfield Webbs Lane
Minety, Malmesbury, Wiltshire SN16 9QG

£325,000+
Guide Price (Plus Fees*)

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.



This former detached care home is in need of modernisation, however, it is situated in a substantial plot providing the potential to create a spacious family home or alternatively be demolished with multiple dwellings erected in place (both subject to planning).

The property is situated towards the outskirts of Littleton Panell, a popular residential village about 5 miles from Devizes and close to the larger villages of West Lavington and Market Lavington where there are shops, junior and senior schools, doctors' surgery, butchers, hairdressers, public houses and other amenities. Dauntsey's school is within walking distance.

The property has been used as a 12 bedroom care home for a number of years and currently has a C2 classification. Originally a family home, the property has been extended over the years to create further accommodation.

The Haven has oil-fired heating and other accommodation including a large sitting/dining room with a lift, kitchen, dining room, conservatory; office, bathrooms and utility areas.

There is a sweeping drive leading from the village road up to a large parking area for numerous vehicles and a single garage. The remainder of the front is laid to lawn with large trees. There is access to both sides of the property through to the rear garden which is mainly laid to lawn and backs onto the countryside.

The property is shown edged red for identification purposes only on the aerial photograph and extends to about 0.57 acre.



22 

The Haven 63-65 High Street 
Littleton Panell, Devizes, Wiltshire SN10 4ES

£600,000+ 
Guide Price (Plus Fees*)

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



23

32 Pound Pill
Corsham, Wiltshire SN13 9HX

£150,000+
Guide Price (Plus Fees*)

Attractive 3 bedroom semi-detached house in need of some modernisation but retaining many features. It is located close to schools and is within walking distance of the town centre.

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

There is a front garden mainly laid to lawn and enclosed by stone walling. A side access leads to a rear yard which has pedestrian-gated access to an allocated parking space for the house.

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.



Converted 1 bedroom first-floor apartment situated away from the road and only a short distance from Devizes Market Place.

The accommodation comprises an entrance hall, kitchen, lounge, inner hall, large bedroom and a bathroom. There is gas central heating. The property is in generally good order but could benefit from re-jigging the internal layout.

The property is leasehold with a 99 year lease commencing 2008, the leaseholder pays a share of the building insurance. The apartment could produce a rental income of about £575pcm which equates to about £6,900 per annum.

24

Flat 2, 58 Northgate Street
Devizes, Wiltshire SN10 1JJ

£60,000+
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.



25

17 Markham Road
Wroughton, Swindon, Wiltshire SN4 9JT

£210,000+
Guide Price (Plus Fees*)

A 3 bedroom semi-detached cottage tucked away from the village road and in need of modernisation.

The accommodation comprises on the ground floor; entrance porch, sitting room with Inglenook fireplace, kitchen/dining room, rear porch and utility room. On the first floor; 2 bedrooms and a shower room and on the second floor; landing, bedroom and a large cupboard.

At the rear there is a single garage, patio area and enclosed garden mainly laid to lawn with mature shrubs and a pond.

Energy Performance Certificate
Band E

For further details visit
strakers.co.uk or call

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

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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 wherever 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 arrears 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 plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words 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

Subject to CONDITION G9.3:
(a) the date specified in the SPECIAL CONDITIONS; or
(b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE;
but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any bank or building society that 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 still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The ARREARS SCHEDULE (if any) forming part of the SPECIAL CONDITIONS.

AUCTION (*)

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) 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 G30.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but 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 6% 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 via 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(s) that outlines the AUCTION process in its entirety, for both BUYERS and SELLERS. The document can be found on the AUCTIONEER'S 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 will win 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 A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disapplied 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 BIDDER SECURITY and DEPOSITS as agent for the SELLER;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a DEPOSIT as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

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.

A3.3 If there is a dispute over bidding, WE are entitled to resolve it, and OUR decision is final.

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

A3.5 Where there is a RESERVE price the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the RESERVE price but may not make a bid equal to or exceeding the RESERVE price. YOU accept that it is possible that all bids up to the RESERVE price are bids made by or on behalf of the SELLER.

A3.6 Where a GUIDE PRICE (or range of prices) is 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 A5 applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION:

- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of YOUR identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the DEPOSIT.

A5.4 If YOU do not, WE may either:

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The DEPOSIT (*) A5.5 has been amended in full in the 'Amendments' section below.

- (a) is to be held by us (or, 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 bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) on an APPROVED FINANCIAL INSTITUTION. CONDITION A6 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.

A5.8 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.

A5.9 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 A5 has been reproduced in full below and also includes OUR amendments (as marked by (*)):

A5.1 (*) A SUCCESSFUL BID is one WE accept as such (normally on the fall of the electronic hammer). This CONDITION A5 applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 (*) 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.

A5.4 If YOU do not, WE may sign the SALE MEMORANDUM on YOUR behalf.

A5.5 (*) The Auction Entrance Fee

- (a) is to be held by US (or, 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 bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) on an APPROVED FINANCIAL INSTITUTION. condition A6 may state if WE accept any other form of payment.
- (d) YOU accept and agree that the AUCTION ENTRANCE FEE (comprised of the BIDDER 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 BIDDER SECURITY element of the AUCTION ENTRANCE FEE shall be used to make a partial payment of the deposit due;
- (f) the ADMINISTRATION FEE element of the AUCTION ENTRANCE FEE shall be paid to and retained by the AUCTIONEERS.

A5.6 (*)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.

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.

A5.8 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.

A5.9 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 as 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.

A5.10 Within the period specified in the AUCTION OPERATION GUIDE of 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.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum DEPOSIT WE accept is £3,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum DEPOSIT.

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 disappplied 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.

G1. The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) 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 enquires a prudent buyer would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

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

G1.8 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.

G1.9 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.

G2. Deposit

G2.1 The amount of the DEPOSIT is the greater of
(a) any minimum DEPOSIT stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the DEPOSIT is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the DEPOSIT belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3. Between contract and completion

G3.1 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.

G3.2 If the SELLER is required to insure the LOT then the SELLER (a) must produce to the BUYER on request all 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 tenant or other third party) pay that refund to the BUYER; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;
- and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 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.

G3.4 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 requisition 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 land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.

(b) If the LOT is not registered land 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 all 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 tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

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

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable 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 (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and

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

G5.2 If the SELLER 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 unconditionally 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 its agent to cancel any registration of the CONTRACT; and (b) the SELLER must return the DEPOSIT and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the DEPOSIT under CONDITION G7.3.

G9. Landlord's licence

G9.1 Where the LOT is or 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 (or 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 date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that: (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days 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 on or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current

rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS

(a) so state; or (b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY; (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order; (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12. Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new tenancy or agreement to grant a new tenancy) and:

(a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;

(b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and

(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

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 and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

(b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15. Transfer as a going concern

G15.1 Where the SPECIAL CONDITIONS so state: (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that

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

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;
- and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

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

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

G16. Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

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

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

G16.4 The SELLER and BUYER agree:

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

G17. Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such 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 I of the Landlord and Tenant Act 1987

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

G19. Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

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

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
 - (b) for such title as the SELLER may have; and
 - (c) with no title guarantee;
- and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20. TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:

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

G21. Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

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

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22. Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

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

G22.4 In respect of each TENANCY, if the service charge account shows:

- (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 G11 (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 the reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

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

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

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received

by COMPLETION the increased rent and any interest recoverable is to be treated as 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 II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 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 conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must: (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

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

G26. No assignment

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27. Registration at the Land Registry

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

- (a) procure that it becomes registered at 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. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

Lot Number		
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Auction Date						
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Property Address	

Agreement Date						
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Completion Date						
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Sale Price	£						
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Deposit	£						
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Balance	£						
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Seller's Name(s)	

Seller's Address	

Buyer's Name(s)	

Buyer's Address	

Buyer's Phone Number									
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Buyer's Solicitors Firm	

Buyer's Solicitors Contact Name	

Buyer's Solicitors Address	

Buyer's Solicitors Phone Number									
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Buyer's Administration Fee (Office use only)	☒
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The Seller acknowledges that he has agreed to sell and the Buyer acknowledges that he has agreed to buy the property mentioned above at the purchase price, subject to the Standard, General and Special Conditions of Sale.

Signed as Agent (for the seller)	
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Signed by the Buyer (or, on behalf of the buyer)	
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ID Checklist (Office use only)	Photographic ☒	Address ☒	Negotiator
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high street



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