

auction



welcome

Welcome to Strakers first Land & Property Auction of the year. As I am writing this, I can emphasise with the sheep on the front cover, it is below zero outside and a cold start in the office today. The cold weather is however the perfect start to the year and has given us a chance to get some lovely blue skies with the properties included in the catalogue.

From a property market perspective, the year has also started brightly with all our offices busy with instructions and sales, no doubt the good news that mortgage rates have come down has fuelled this momentum and long may it continue. As always, we have a wide selection of properties including residential, commercial, development and garages/land. Courtney, Lizzie and I are on hand to answer any questions you have or assist in getting you auction ready and look forward to hearing from you.

Charlie Doel MNAVA
Director and Auctioneer

04 April
Closing for entry 01 March

23 May
Closing for entry 19 April

11 July
Closing for entry 07 June

29 August
Closing for entry 26 July

17 October
Closing for entry 13 September

05 December
Closing for entry 01 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	5 The Crescent Westbury BA13 3HE	£150,000+	14	10 Cross Keys Corsham SN13 0DT	£105,000+
02	3A Tydeman Street Swindon SN2 8AX	£75,000+	15	Garages at Redhills Broad Town Royal Wootton Bassett SN4 7RD	£50,000+
03	1 Ash Grove Westbury BA13 3NH	£110,000+	16	Land at Truro Walk Chippenham SN14 0QY	£1+
04	41 Portman Road Melksham SN12 8AW	£125,000+	17	28 Kings Avenue Corsham SN13 0EG	£130,000+
05	1A Stokes Road Corsham SN13 9AA	£110,000+	18	56 Martins Croft Colerne, Chippenham SN14 8DT	£135,000+
06	2B Stokes Road Corsham SN13 9AA	£100,000+	19	Hillside Bungalow, Malmesbury Road Kington Langley SN14 6BG	£90,000+
07	25 Queens Road Devizes SN10 5HW	£100,000+	20	62-63 Market Place Chippenham SN15 3HG	£190,000+
08	Luckington Methodist Church The Green, Luckington SN14 6PB	£30,000+	21	Building Plot adj 9 The Hollow Chirton, Devizes SN10 3QP	£95,000+
09	Building Plot adj to 10 Coombes Close Shipton under Wychwood OX7 6BU	£80,000+	22	5 Wine Street Devizes SN10 1AP	£150,000+
10	Sherston Methodist Chapel Grove Road, Sherston SN16 0NF	£165,000+	23	37A Monkton Farleigh Bradford-on-Avon BA15 2QD	£260,000+
11	71 Sandridge Road Melksham SN12 7BL	£150,000+	24	Land rear of 15-25 High Street Erlestone, Devizes SN10 5TX	£50,000+
12	2 The Green Crockerton, Warminster BA12 8AZ	£100,000+	25	136 Silver Street Lane Trowbridge BA14 0JY	£295,000+
13	18 Market Place Chippenham SN15 3HW	£95,000+	26	Springfield House Church Lane, Box, Corsham SN13 8NW	£435,000+

🕒 December results

The last auction of 2023 was a mixed bag of results with some fantastic sale prices alongside a few not quite reaching reserve. Whilst we are clearly in a tougher market, the viewing levels were higher than the last couple of auctions as were bidder registrations and legal pack downloads. We also saw a resurgence in the number of bidders from further afield who had not looked at the properties in advance of the auction which is a sign that there is a little more confidence in the market moving forward. The successful sales were primarily residential lots requiring modernisation and priced attractively, interestingly (for me anyway) every sale was well above reserve showing multiple bidders in each case.

Charlie Doel MNAVA
Director and Auctioneer

🔗	Total sales £3,932,000	Property type	%
🕒	Percentage sold 73%	Residential	82
📄	Legal pack registrations 637	Commercial	7
👤	Registered bidders 130	Development	7
👉	Lot with most bids 97 (Lot 23)	Land	4
		Vendor	%
		Private	41
		Probate	18
		Corporate	41

🔗	📍	📄	🕒	🔗	📍	📄	🕒
01	54 London Road Calne SN11 0AB	£115,000+ Postponed		16	36 Lowbourne Melksham SN12 7DZ	£150,000+ £163,000	
02	23 Mayenne Place Devizes SN10 1QJ	£125,000+ £155,000		17	Clifton House Lethbridge Road, Swindon SN1 4BY	£550,000+ Unsold	
03	9 Monkton Green Monkton Deverill, Warminster BA12 7ET	£150,000+ £170,000		18	11 Sells Green Seend, Melksham SN12 6RW	£165,000+ Sold Post	
04	1A Stokes Road Corsham SN13 9AA	£110,000+ Feb Auction		19	Hollymount Cottage Cherhill, Calne SN11 8UP	£350,000+ Withdrawn	
05	47 Brookfield Park Bath, BA1 4JH	£235,000+ Unsold		20	Flat 1, 45 St. Mary Street Chippenham SN15 3JN	£115,000+ £137,000	
06	1 Seymour Road Trowbridge BA14 8LS	£135,000+ £156,000		21	70 Imber Road Warminster BA12 0BW	£130,000+ £165,000	
07	26 Dursley Road Heywood, Westbury BA13 4LG	£145,000+ £185,000		22	158 - 160 Broadway Didcot OX11 8RJ	£295,000+ Sold Post	
08	44 & 46 Westwells Neston, Corsham SN13 9RQ	£145,000+ £175,000		23	Jacmin Bystone Lane, Coate, Devizes SN10 3LQ	£150,000+ £302,000	
09	127 Dursley Road Trowbridge BA14 0NS	£135,000+ £151,000		24	Former The Bell Inn Bell Hill, Seend, Melksham SN12 6SA	£295,000+ Under Offer	
10	48 Pockeridge Road Corsham SN13 9SB	£100,000+ £124,000		25	Land and Garage at Bell Hill Seend, Melksham SN12 6SA	£25,000+ Postponed	
11	2 Florence Terrace Minety, Malmesbury SN16 9RE	£130,000+ £162,000		26	10 Northgate Street Devizes SN10 1JL	£150,000+ Sold Prior	
12	46 Heathfield Chippenham SN15 1BQ	£110,000+ £141,000		27	Development Site at Trowbridge Road Hilperton, Trowbridge BA14 7QQ	£295,000+ Unsold	
13	178A Woodrow Road Melksham SN12 7RG	£195,000+ £259,000		28	16-17 Bridge Street Swindon SN1 1BU	£700,000+ Sold Prior	
14	Braeside Cottage Box Hill, Corsham SN13 8ET	£195,000+ Unsold		29	2B Stokes Road Corsham SN13 9AA	£100,000+ Feb Auction	
15	26 Orchard Road Trowbridge BA14 7AR	£140,000+ £157,000					



five stars

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We encourage our customers to share their experiences
to help others make better choices and provide
transparency of our services. We value feedback and
feel our reviews are a testament to our level of service.

strakers

trusted partners

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



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

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

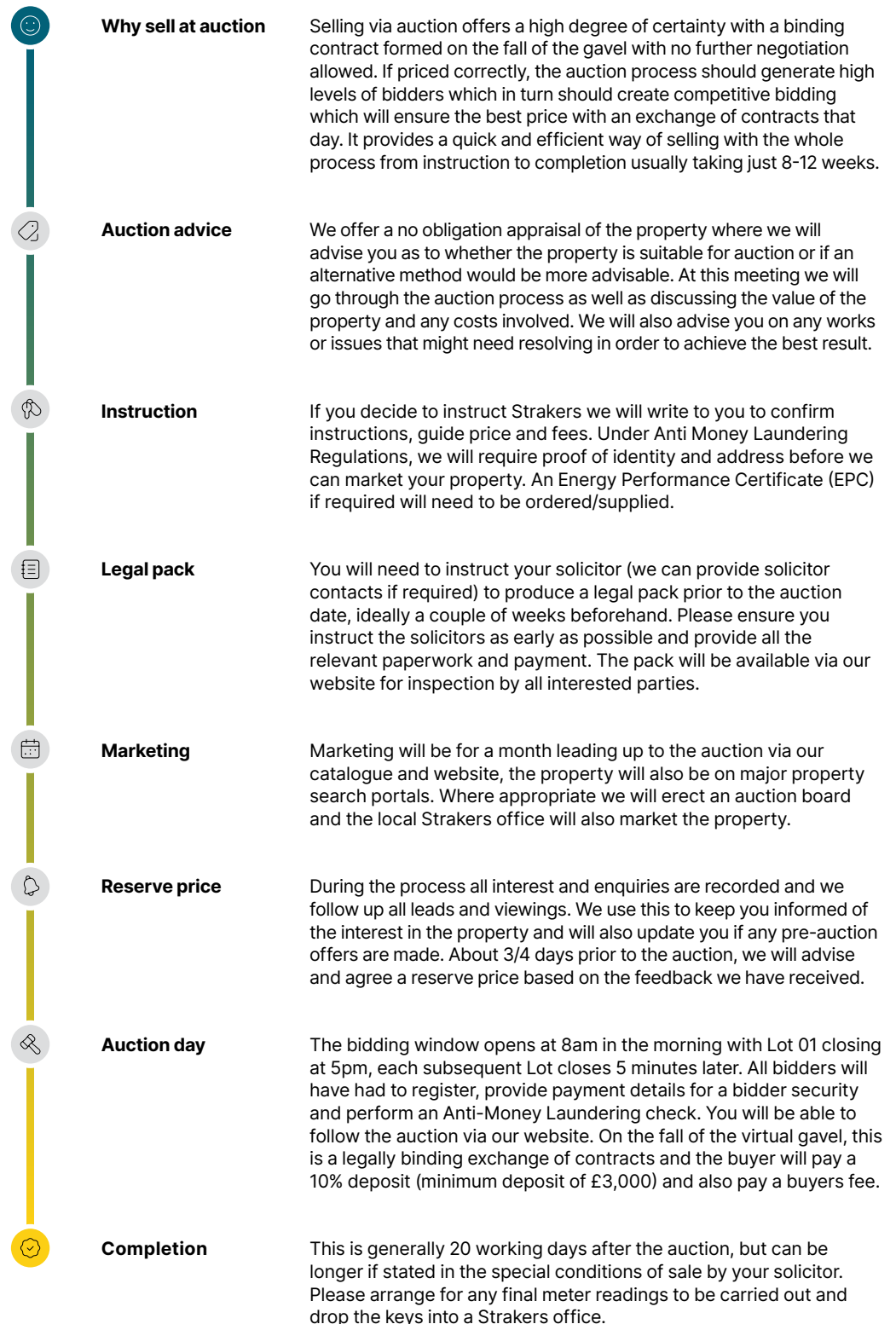
Lizzie joined Strakers in 2006 and in the main has worked as a negotiator in our thriving Chippenham office, gaining some valuable experience in some of Strakers other residential offices and departments along the way. Lizzie joined our expanding auction department in 2017 where she handles the majority 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.



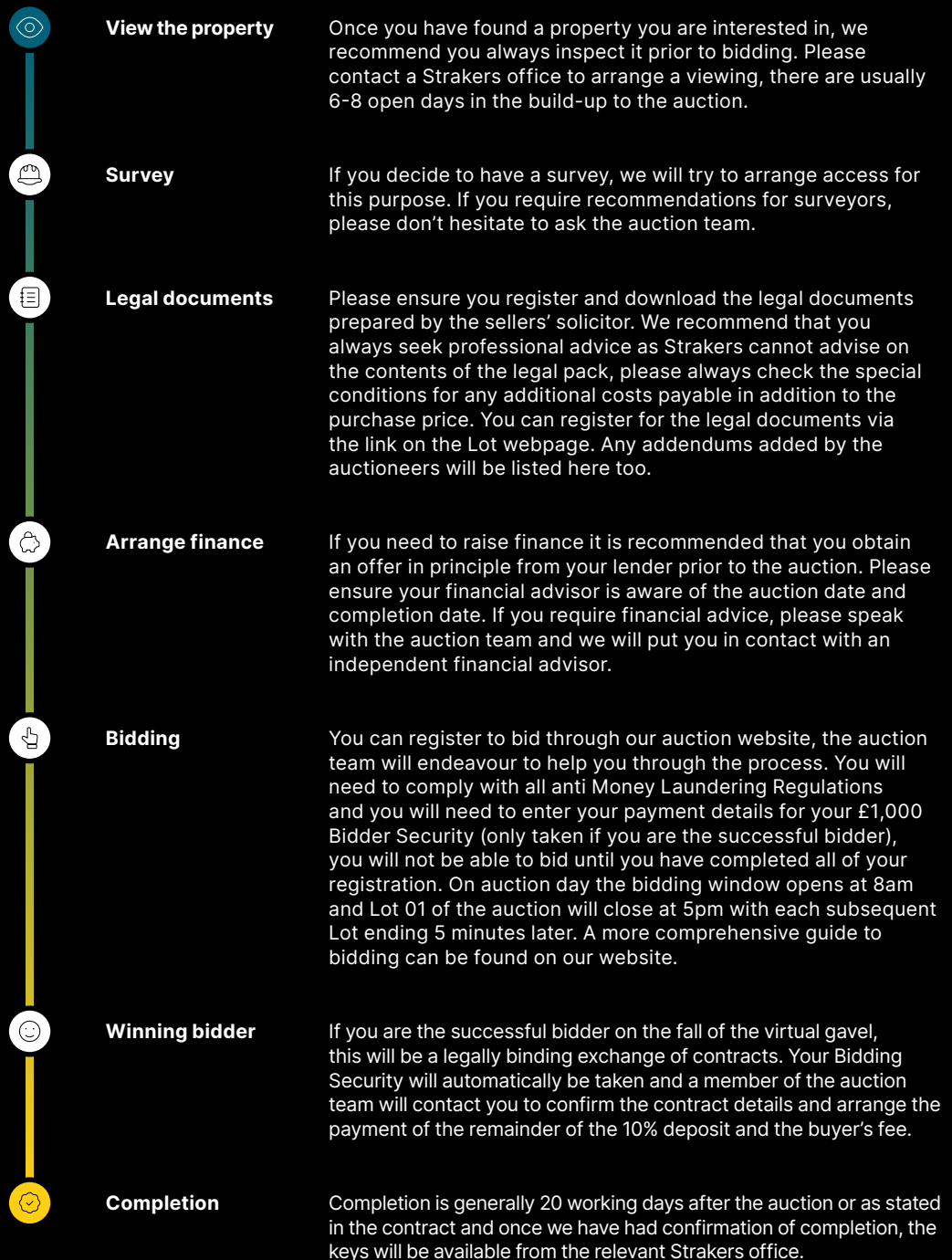
Courtney Holmes
Auction Negotiator
courtney.holmes@strakers.co.uk

Courtney has recently joined the auction team having been in Estate Agency for four years. She has a lot of local knowledge within Calne and Devizes & has many transferable skills from her time in Lettings. Courtney previously worked on luxury cruise liners which has enabled her to be highly adaptable to change, with a high level of customer service.

instruct us



buyers steps





Buying at auction is a simple process but you need to be well prepared before you bid. The General Conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking normal precautions you do so at your own risk.

The particulars and other information

We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are for your information but you must not solely rely on them. They do not form part of any contract between the seller and the buyer. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction. All measurements shown are approximate. No systems or appliances relating to the property have been tested.

Tenure

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

Plans, maps and photographs

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***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.

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prime listings

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

strakers



3 Bedroom semi-detached house situated within walking distance of the town centre and in need of modernisation.

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

A wide frontage provides ample parking for a couple of vehicles and a lawned area. At the rear is an enclosed garden.

01

5 The Crescent
Westbury, Wiltshire BA13 3HE

£150,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band C

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

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



02



3A Tydeman Street
Swindon, Wiltshire SN2 8AX



£75,000

Guide Price (Plus Fees*)

1 Bedroom ground floor flat within easy walking distance of the local shopping centre and in need of some modernisation.

The flat is accessed from the rear and the accommodation comprises; entrance hall, living room, conservatory/sun room, kitchen, double bedroom and a bathroom. There is electric storage heaters. Services of gas, water and drainage are connected.

At the rear is a good sized enclosed garden and space to park 1 car.

The flat is leasehold with a long lease of 999 years commencing 1990 at a peppercorn rent.

In good order, the flat could achieve a rental income of about £700pcm.



Energy Performance Certificate
Band D



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

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



2 Bedroom end-terrace house in need of modernisation with an outlook on to open green space.

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

There is a garden to the front and side and a further enclosed garden to the rear with a brick-built store. On-street parking is available in the vicinity.

Ideal investment purchase or suitable for a first-time buyer.

03

1 Ash Grove
Westbury, Wiltshire BA13 3NH

£110,000+
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.



04



41 Portman Road
Melksham, Wiltshire SN12 8AW



£125,000+
Guide Price (Plus Fees*)

3 Bedroom semi-detached house in need of modernisation with the potential to extend (subject to consents).

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

Small garden to the front and parking for a couple of vehicles. Side access to a good-sized rear garden mainly laid to lawn with outside store.



Energy Performance Certificate
Band C



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

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



2 Bedroom ground-floor apartment in need of modernisation and within walking distance of the town centre.

Ideal investment opportunity with a potential income of about £900pcm which equates to about £10,800pa.

Accommodation comprises communal entrance hall/lobby, landing, living room, kitchen, 2 double bedrooms and bathroom. There is gas heating.

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

The remainder of the flats have already been sold off and the freehold will be included in the sale of these flats.

05

1A Stokes Road
Corsham, Wiltshire SN13 9AA

£110,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



06



2B Stokes Road
Corsham, Wiltshire SN13 9AA



£100,000+
Guide Price (Plus Fees*)

2 Bedroom first-floor apartment in need of modernisation and within walking distance of the town centre.

Ideal investment opportunity with a potential income of about £900pcm which equates to about £10,800pa.

Accommodation comprises communal entrance hall/lobby, landing, living room, kitchen, 2 double bedrooms and bathroom. There is gas heating.

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

The remainder of the flats have already been sold off and the freehold will be included in the sale of these flats.



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.



3 Bedroom mid-terrace house in need of renovation and situated in a popular residential address.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen/dining room with stores off. On the first floor; landing, 3 bedrooms and a separate WC. There is gas heating, electricity, water and mains drainage.

There is a garden to the front and a good-sized enclosed rear garden with its own access. Currently, there is no parking however neighbouring properties have created parking in the front garden.

07

25 Queens Road
Devizes, Wiltshire SN10 5HW

£100,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band G

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.



08

Luckington Methodist Church, The Green
Luckington, Wiltshire SN14 6PB

£30,000+
Guide Price (Plus Fees*)

Detached former Methodist Church situated in the heart of the village close to residential properties.

The single-storey building is timber-framed with corrugated-iron cladding. It comprises an entrance porch which leads to a main hall and measures about 9mx5.5m. Includes a raised platform at one end and windows to the front and sides. There is electricity connected but no water or mains drainage.

Externally there is some outside space surrounding the building with a frontage of about 11m and a depth of about 14m. It is partly enclosed by a stone wall and on-street parking is available on the village roads nearby.

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.



Village building plot with consent for a 2 bedroom detached house with GIA about 850ft² (79m²). Situated in a popular village.

Outline planning consent was granted by West Oxfordshire District Council under Application No 22/00041/OUT on the 22nd February 2022.

The approved plans comprise on the ground floor; entrance hall and open plan living/kitchen/dining room. On the first floor will be a landing, 2 bedrooms and a bathroom. Front and rear gardens and 2 parking spaces.

09

Building Plot Adjacent To 10 Coombes Close
Shipton under Wychwood, Oxfordshire OX7 6BU

£80,000+
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.



10



Sherston Methodist Chapel, Grove Road
Sherston, Wiltshire SN16 0NF



£165,000+
Guide Price (Plus Fees*)

Detached stone-built chapel situated in a residential area of this popular Wiltshire village. Potential for future development (subject to consents).

The building comprises: entrance hall (2.30m x 2.56m reducing to 2.09m); worship area with raised platform at one end (about 9.11m x 7.02m overall); rear hall with kitchenette (2.36m x 1.4m avg plus 1.49m x 1.09m); and lobby with WC off. We believe mains services of electricity, water and drainage are connected.

Externally, the building fronts directly onto the street. There is a small enclosed forecourt and a path provides access around to the rear of the property where the curtilage includes a narrow bank. On-street parking is available nearby.



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.



Attractive 3 bedroom semi-detached house in need of renovation.

The accommodation comprises on the ground floor; entrance hall, sitting room, dining room, kitchen, rear porch, utility room and store. On the first floor; landing, 3 bedrooms and a bathroom. There is night storage heating and gas, water and mains drainage are connected.

There is a garden to the front with side access to a good-sized rear garden. Currently there is no parking however neighbouring properties have created parking in the front garden.

11 

71 Sandridge Road 
Melksham, Wiltshire SN12 7BL

£150,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
Band F

 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.



12



2 The Green

Crockerton, Warminster, Wiltshire BA12 8AZ



£100,000+

Guide Price (Plus Fees*)

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

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

The property is accessed across No 3 (No 1 also has a right of access) and has a good-sized front, side and rear garden which backs onto fields and affords lovely views over the countryside. There is road parking in the vicinity and it is only a short walk into the village.



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.



Former cafe with flat over in need of renovation and situated in the heart of the town centre.

The Grade II listed mid-terrace property comprises on the ground floor a cafe comprising; dining area and kitchen about 56.25m² (605ft²). On the first and second floor a flat comprising; living room, kitchen, 2 bedrooms and a bathroom about 63.2m² (680ft²).

Rear courtyard with gated pedestrian access, outside toilet and staircase to the flat.

There is short-term on-street parking immediately in front of the shop.

13

18 Market Place
Chippenham, Wiltshire SN15 3HW

£95,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

For further details visit
strakers.co.uk or call

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



14



10 Cross Keys

Corsham, Wiltshire SN13 0DT



£105,000+

Guide Price (Plus Fees*)

2 Bedroom first floor flat in need of modernisation towards the outskirts of Corsham.

The accommodation comprises an entrance hall, living room, kitchen, 2 bedrooms, bathroom and cloakroom. There is part double glazing and gas central heating. The flat has its own private entrance via the staircase at the side of the property.

Outside there is a communal parking area, lawned garden and courtyard area with stores.

The flat will be sold with a newly created lease and further information will be available in the legal pack.

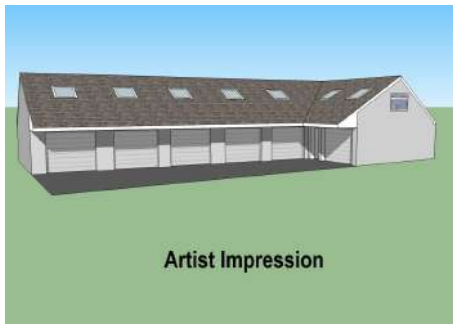


Energy Performance Certificate
Band D



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.



Block of 9 lock-up garages adjoining a residential area on the outskirts of Broad Town. The garages are block built with a flat roof and up and over doors to the front. There is a tarmac forecourt with access rights over the private lane.

Planning consent for the demolition of prefabricated garage block and erection of a domestic garage block with associated storage at first floor level was granted in 2018 (now lapsed) under App No 18/03935/FUL.

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

15

Garages at Redhills Broad Town
Royal Wootton Bassett, Wiltshire SN4 7RD

£50,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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





SWINDON

02

09

22 miles North

15

ROYAL
WOOTTON BASSETT

MARLBOROUGH

HUNGERFORD

21

ANDOVER



16

Land at Truro Walk
Chippenham, Wiltshire SN14 0QY

£1+
Guide Price (Plus Fees*)

A small parcel of land situated in a residential cul-de-sac and shown edged red for identification purposes on the aerial photograph.

The land is leased to Wales & West Utilities with a term of 25 years from the 1st April 2023. Initial rent of £25.00 (twenty five pounds) per annum payable in advance on 1st April each year.

The rent shall be reviewed on 1st April 2028 and every five years thereafter in line with RPI All Items Index for the preceding January.

Additional buyer's costs are payable on completion. Full details are available in the legal pack.

Energy Performance Certificate
N/A

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

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

just the job

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Property Management

01380 721 368
propertymanagement@strakers.co.uk





3 Bedroom house in need of modernisation and situated in a residential area close to local amenities.

The accommodation comprises on the ground floor; porch, entrance hall, inner hall, living room and kitchen/breakfast room. On the first floor; landing, 3 bedrooms and a bathroom. There is gas central heating. The original dining room is leased to the adjoining shop on a 999-year lease at a peppercorn rent.

There is a garden with a decking area to the rear and a good-sized front garden which could provide parking.

17

28 Kings Avenue
Corsham, Wiltshire SN13 0EG

£130,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band E

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.



18



56 Martins Croft

Colerne, Chippenham, Wiltshire SN14 8DT



£135,000+

Guide Price (Plus Fees*)

2 Bedroom semi-detached house of non-standard construction situated towards the outskirts of this large and popular village. It is in need of modernisation.

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

There is a parking area to the front with further front and rear gardens mainly laid to lawn. At the side are some dilapidated stores.

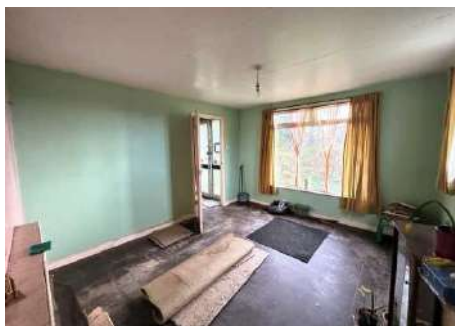


Energy Performance Certificate
Band D



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.



3 Bedroom detached non-standard bungalow situated in a rural position adjoining the A350. In need of modernisation with potential for re-development.

The bungalow comprises an entrance hall, living room, dining room, kitchen, 3 bedrooms, bathroom and cloakroom. There is no heating.

The property is shown edged red for identification purposes only on the aerial photo. The bungalow sits centrally in the plot with a garden to all sides. There is off-road parking from the lane and the drainage is into the neighbouring property.

19 

Hillside Bungalow Malmesbury Road 
Kington Langley, Chippenham, Wiltshire SN14 6BG

£90,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
TBC

 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.



Town centre mixed-use investment opportunity with commercial (formerly a restaurant) on ground floor with mixed use on the first floor and residential above.

The Grade II listed property occupies a prominent trading location in the heart of the Market Place and is conveniently situated between the bus station and the High Street and shopping malls. Nearby retailers include Waitrose, Costa Coffee, Greggs, Boots and W H Smith. Leading banks and building societies are also within close walking distance.

Potential to convert the upper floors to flats (subject to consent).

Ground Floor

Entrance Hall with staircases off.
Shop 1 34'10"(max)x13'6"(max) (10.61x4.11)
Shop 2 13'2"x11'10" (4.01x3.60)

Basement

Hallway
Kitchen with ducted air to roof 22'1"x11'2" (6.73x3.40)
Store 9'2"x9'1" (2.79x2.76)
Cloakrooms with separate male and female W.C's.

First Floor

(Suitable for commercial or residential use)
Landing with staircase off.
Room 1 30'7"(max)x13'4"(max) (9.32x4.06) with bar area.
Room 2 13'4"x11'11" (4.06x3.63)
Lobby with wash hand basin and separate W.C.

Second Floor

Landing with storage cupboard.
Bedroom 13'9"x11'11" (4.19x3.63)
Bedroom 14'2"x13'5" (4.31x4.08)
Bedroom 12'11"x9'11" (3.93x3.02)
Bathroom with bath with shower attachment, wash hand basin and W.C.



20 

62-63 Market Place 
Chippenham, Wiltshire SN15 3HG

£190,000+ 
Guide Price (Plus Fees*)

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



21

Building Plot adj 9 The Hollow
Chirton, Devizes, Wiltshire SN10 3QP

£95,000+
Guide Price (Plus Fees*)

Village building plot with consent for a 3 bedroom detached house with GIA about 1,237ft² (115m²). Popular village location and the plot backs onto open countryside.

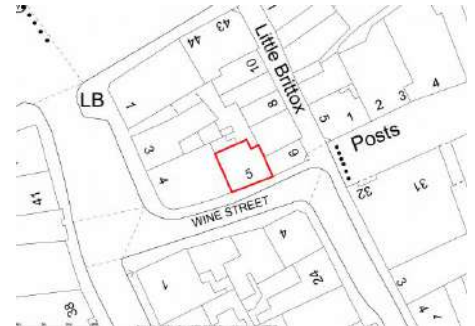
Planning consent was granted by Wiltshire Council under Application No PL/2023/06544 on the 08 November 2023.

The approved plans comprise on the ground floor; entrance hall, open plan family/dining room, snug/office, kitchen, utility room and cloakroom. On the first floor; landing, principal bedroom with an en-suite, 3 further bedrooms and a bathroom. Rear garden and 3 parking spaces.

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.



Commercial investment in the town centre comprising retail shop with offices above producing a combined £18,525 per annum. The property is located only a short distance from the High Street.

The property is Grade II listed and the shop and offices have separate accesses from the street.

The ground floor/basement is let to H&J Comms Ltd on a 5 year lease commencing August 2022 and now on a rolling contract at a rent of £10,725 per annum.

The first, second & third floors are let to Kennet Financial Services until 31 July 2030 at £7,800 per annum.

22

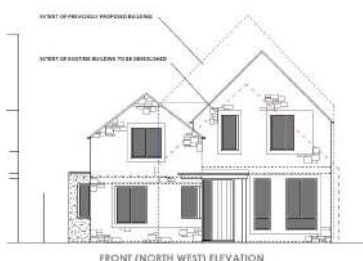
5 Wine Street
Devizes, Wiltshire SN10 1AP

£150,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
TBC

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.



23



37A Monkton Farleigh
Bradford-on-Avon, Wiltshire BA15 2QD



£260,000+
Guide Price (Plus Fees*)

3 Bedroom detached chalet style house with consent to demolish and replace with a 4 bedroom detached house.

Planning consent was granted by Wiltshire Council under Application No PL/2023/06979 on 21 November 2023. The approved plans comprise on the ground floor; entrance hall, open plan kitchen/family/dining room, living room, snug/office, utility room and cloakroom. On the first floor; landing, 2 bedrooms with en-suites, 2 further bedrooms and a bathroom. Rear garden and 3 parking spaces.

Ample parking to the front with a good-sized enclosed rear garden.



Energy Performance Certificate
Band E



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.



Terraced parcel of land situated in a semi-rural position to the rear of residential properties with possible future development potential (subject to consents).

The land which is shown edged red on the site plan and extends to about 0.50 acre, is accessed from the High Street via a track (dotted blue on plan) which continues past the land and up to the village cricket ground.

There is a useful wooden outbuilding which including its curtilage has been converted to a flexible commercial use under Class R Permitted Development Rights.

24

Land rear of 15-25 High Street
Erlestoke, Devizes, Wiltshire SN10 5TX

£50,000+
Guide Price (Plus Fees*)

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.



25

136 Silver Street Lane
Trowbridge, Wiltshire BA14 0JY

£295,000+
Guide Price (Plus Fees*)

3 Bedroom detached chalet style house in need of modernisation and situated in a sought-after address with similar style properties.

The house which is set back from the road comprises on the ground floor; entrance hall, living room, kitchen, bedroom and bathroom. On the first floor; 2 bedrooms. There is double glazing and gas heating.

Long driveway leading to a garage and carport with lawn to the front and an enclosed rear garden with lawn and shrub borders.

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.



Detached period building converted into 8 flats and situated on a no-through lane leading to the Church and within walking distance of local amenities.

Three of the flats have been sold off on long leases with the remaining 5 offered for sale along with the freehold. There is a rear courtyard with allocated stores for each flat and a double garage.

Ground Floor - 1 & 3 - Studio Flats

First Floor - 5 - 1 Bedroom Flat

Second Floor - 6 & 7 - 1 Bedroom Flats

The flats are all in need of modernisation and have gas heating.

26

Springfield House Church Lane
Box, Corsham, Wiltshire SN13 8NW

£435,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
TBC

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.

📍 Before



📍 Building Plot at Main Road
Cherhill, Calne SN11 8UT

📍 Lot 11
October 2022 auction

📍 Guide price £150,000+

📍 **Sold £170,000**

case study

For more information or to book a valuation contact the Auction team

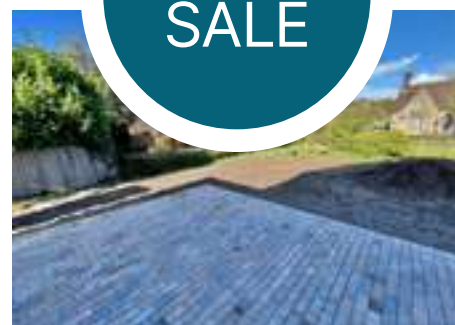
01249 765 200
auctions@strakers.co.uk

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After 

FOR
SALE



A most attractive, newly built, detached house, which is situated in the sought after village of Cherhill. The property has been built to an excellent standard and features underfloor heating (air source heat pump), uPVC double glazing, car charging point, ample driveway parking and enclosed gardens to the sides and rear.

The property offers well proportioned accommodation over two floors comprising; entrance hall with cloakroom off, sitting room, fabulous kitchen/dining room with quartz worktops and integrated appliances, study with French doors opening onto the rear garden, spacious master bedroom with en suite shower room, two further bedrooms and a bathroom with modern white suite.

Externally there are gardens to the sides and rear, which are well enclosed and enjoy a good deal of privacy. Driveway parking to the side of the property. Electric car charging point.

Sienna House 
Main Road, Cherhill SN11 8UT

Guide price 
£525,000

Offered for sale with 
no onward chain

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best of hands

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

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AUBREYS YARD



Aubreys Yard is a collection of nine beautifully crafted homes occupying a wonderful rural setting in the village of Poulshot, near Devizes. The development offers a range of house types from two to four bedroom houses and a four bedroom bungalow, presenting the finest quality of finish. Prices from £795,000.

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

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**ASHFORD
HOMES**
(SOUTH WESTERN) LIMITED

Crafting beautiful homes



new year, new team

The Malmesbury team have gone from strength to strength with the incredibly knowledgeable and experienced Neil Tamsitt joining the team.

Neil moved to Malmesbury 15 years ago and has been a respected estate agent in the town for the last decade. We're really pleased to bring his experience and local knowledge to further enhance our Malmesbury team, which is made up of Tom, Graham and Jane from a Sales perspective and Guy who takes care of Lettings. After moving five times in Malmesbury with his family, Neil is definitely an expert in the local area - and the moving process too.

If you're thinking about moving or if you need any advice, give our team a call or pop in next time you're passing.



Graham Winterbourne
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graham.winterbourne@strakers.co.uk



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sustainable

Sometimes we just need a little push. Almost all of our marketing materials (including this catalogue) are now produced on material manufactured using 100% recycled 'post consumer' waste and carbon balanced at source. Maybe small steps, but we feel it's an important part of our growing responsibility as well as just being better neighbours.

strakers

INTRODUCTION

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

Glossary (Compulsory)

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

Auction Conduct Conditions (Compulsory)

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply 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 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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