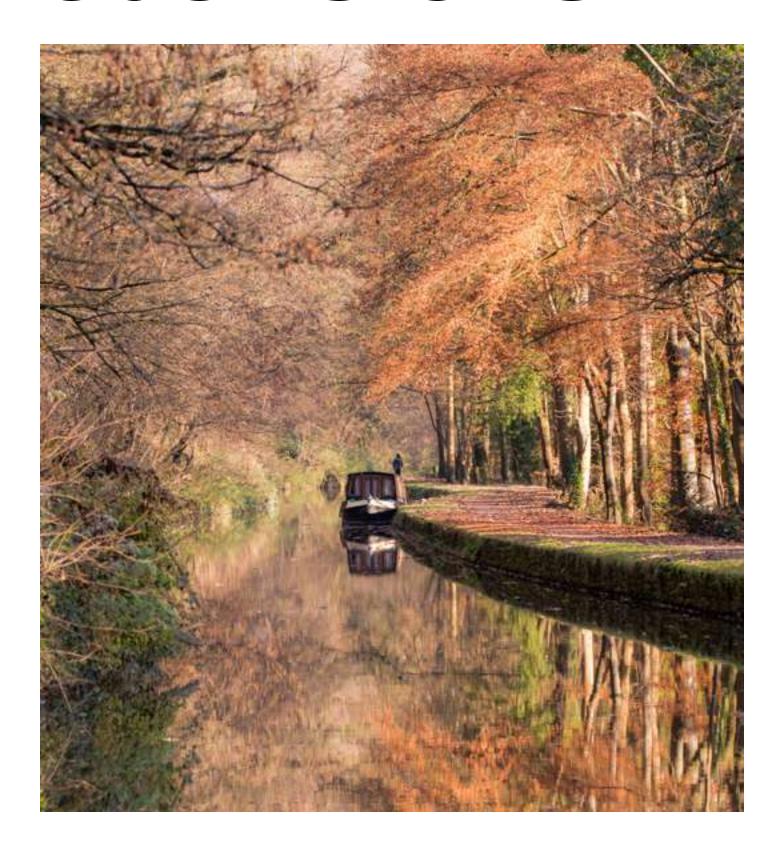


# auction





### lots of interest

Welcome to Strakers October Land & Property catalogue. We have in-excess of 30 lots again and are continuing to build upon our recent successes. As you will note from the results a few pages on, the August sale was a success, although Courtney did have to work hard tying up a few post auction deals. If you were unaware, we don't just stop selling the properties, we contact all parties and in most cases we have exchanged in the weeks after with a couple going under offer.

I often get asked for advice on buying at auction, and my main response is get your due diligence done early! Ensure you have downloaded the legal pack, asked the right questions and have finance and solicitors in place prior to the auction. I am always happy to answer questions if needed.

Charlie Doel MNAVA Director and Auctioneer

**Please note:** The bidding process will open at 08:00 on the day of the auction. Bidding will close for Lot 01 at 17:00, with Lot 02 closing a minimum of 4 minutes after Lot 01 and all subsequent Lots will follow this timescale. Further information on how to bid online is available from the Auctioneers.

### 04 December

Closing for entry 31 October

### 2026

### 12 February

Closing for entry 09 January

### 02 April

Closing for entry 27 February

### 21 May

Closing for entry 17 April

### 09 July

Closing for entry 05 June

### 27 August

Closing for entry 24 July



&	⊚	$\oslash$	&	⊚	<b>2</b>
01	21 Bewley Lane Lacock, Chippenham SN15 2PH	£175,000+	<b>17</b>	4 Westwood Road Corsham SN13 0NJ	£95,000+
02	3 Queens Road Royal Wootton Bassett SN4 8AH	£110,000+	18	42 Braemor Road Calne SN11 9DU	£120,000+
03	8 Clarks Place Trowbridge BA14 7HA	£70,000+	19	3 Northgate Street Devizes SN10 1JL	£140,000+
04	3 Oate Hill Chippenham SN15 3LE	£120,000+	20	5-9 Duke Street Trowbridge BA14 8EA	£195,000+
05	51 Wick Hill Bremhill, Calne SN11 9LQ	£325,000+	21	60 Studley Rise Trowbridge BA14 0PH	£115,000+
06	About 6.2 Acres at Vasterne Hill Purton SN5 4HH	£65,000+	22	29 Havelock Street Swindon SN1 1SD	£160,000+
07	56 Bradley Road Warminster BA12 8BL	£140,000+	23	Moravian Church Dixon Street, Swindon SN1 3PJ	£95,000+
08	23 Bremilham Rise Malmesbury SN16 0DH	£160,000+	24	15 Green Road The Ridge, Corsham SN13 9PW	£240,000+
09	175 London Road Chippenham SN15 3AW	£125,000+	25	14 Green Road The Ridge, Corsham SN13 9PW	£210,000+
10	3 Fair View Cricklade SN6 6BE	£140,000+	26	84 The Green Great Cheverell, Devizes SN10 5UY	£250,000+
11	14 Westwood Road Corsham SN13 0NJ	£75,000+	27	2 Lower Road Edington, Westbury BA13 4QN	£125,000+
12	1 Westfield Road Trowbridge BA14 9JG	£145,000+	28	61 Broad Street Swindon SN1 2DU	£145,000+
13	8 Awdry Avenue Melksham SN12 7AF	£150,000+	29	5 The Causeway Chippenham SN15 3BT	£260,000+
14	19 Timber Street Chippenham SN15 3BS	£135,000+	30	6 Festival Close Devizes SN10 5AU	£175,000+
15	8 Newbourne Gardens Lower Stanton St. Quintin SN14 6BX	£125,000+	31	42 Charles Street Trowbridge BA14 8NB	£130,000+
16	47 Upper Bloomfield Road Bath BA2 2RY	£225,000+	32	31 Calne Road Lyneham, Chippenham SN15 4PT	£150,000+

### **Entries now invited for our December sale**

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

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

Strakers August Land & Property auction was a little harder than the past few months. The build-up was great with probably the highest number of viewings for quite some time, the cottages for renovation were especially popular with Lot 01: Mermaid Cottage, Buston more than doubling its guide to achieve £206,000. The derelict house in Swindon (Lot 23) which we could not inspect internally made £175,000 and I hope there are no unexpected surprises inside!

One of the positives from the last two auctions is the use of the Al legal pack checking tool 'Docuwise', which assists buyers by creating a summary of the legal pack, having spoken to a few buyers, they have said the simplicity and ease of use has transformed the way they purchase and provided greater confidence in bidding. I should stress, it will not replace a solicitor but is better than just reading the pack yourself and taking a 'punt'!

Charlie Doel MNAVA
Director and Auctioneer

$\otimes$	Total sales <b>£5,733,000</b>	Property type	%	
$\odot$	Percentage sold 79%	Residential Commercial Development Amenity	82 8 2 8	
Fo	Legal pack registrations 688	·		
ें	Registered bidders <b>304</b>	Vendor	<u>%</u>	
4	Lot with most bids	Private Probate Corporate	33 25 42	

### five stars

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



&	<b>⊚</b>	Ø ⊙	$\otimes$	<b>⊚</b>	⊘ ⊙
01	Mermaid Cottage 46 Bushton, Tockenham SN4 7PT	£95,000+ <b>£206,000</b>	22	141 Fairfield Park Road Bath BA1 6JT	£295,000+ <b>£377,000</b>
02	Land at Vasterne Hill Purton SN5 4HH	£85,000+ Oct Auction	23	450 Cricklade Road Swindon SN2 7BE	£95,000+ <b>£175,000</b>
03	8 Pottows Field Cherhill, Calne SN11 8YN	£155,000+ <b>£206,000</b>	24	1 Seagry Hill Sutton Benger, Chippenham SN15 4SA	£140,000+ <b>£167,000</b>
04	Barn at Honeystreet Pewsey SN9 5PS	£45,000+ <b>£58,500</b>	25	107 Pickwick Road Corsham SN13 9DA	£145,000+ <b>£155,000</b>
05	8 Clarks Place Trowbridge BA14 7HA	£70,000+ Oct Auction	26	37 Newcroft Road Calne SN11 9EQ	£120,000+ <b>£145,000</b>
06	14 The Tynings Biddestone, Chippenham SN14 7ED	£230,000+ Unsold	27	Handle House Stallard Street, Trowbridge BA14 8HN	£75,000+ <b>Unsold</b>
07	2 Orchard Leaze Christian Malford, Chippenham SN15 4BJ	£170,000+ Sold After	28	17 Highfield Road Bradford-on-Avon BA15 1AS	£200,000+ <b>£220,000</b>
08	10 Plough Cottages Stockton, Warminster BA12 0SF	£140,000+ <b>£191,000</b>	29	39 Newnton Grove Malmesbury SN16 0DS	£85,000+ <b>Unsold</b>
09	21 Shurnhold Melksham SN12 8DD	£90,000+ <b>£125,000</b>	30	35 Poynder Road Corsham SN13 9NB	£165,000+ <b>£191,000</b>
10	33 Herd Street Marlborough SN8 1DG	£205,000+ Withdrawn	31	Ashdene, Highworth Road South Marston, Swindon SN3 4SE	£670,000+ Sold After
11	76 Oaklands Chippenham SN15 1RH	£75,000+ <b>£163,000</b>	32	11 Cowley Way Sutton Benger, Chippenham SN15 4SD	£160,000+ <b>£191,000</b>
12	Land & Stables at The Common Rowde, Devizes SN10 1SY	£215,000+ Sold After	33	Former Baptist Chapel and Manse 86 Bradenstoke, Chippenham SN15 4EL	£290,000+ Sold After
13	41 Hill Rise Chippenham SN15 1AU	£165,000+ Unsold	34	1 Savernake Manor Savernake, Marlborough SN8 3AY	£395,000+ Unsold
14	Woodland at Tidworth Road Allington, Salisbury SP4 0BN	£9,000+ <b>£10,500</b>	35	18 Queens Road Royal Wootton Bassett SN4 8AW	£110,000+ £120,000
15	1 Nursteed Close Devizes SN10 3ET	£175,000+ £185,000	36	19 Waterloo Frome, Somerset BA11 3JB	£225,000+ <b>£255,000</b>
16	12 Stokes Croft Calne SN11 9AG	£125,000+ £132,000	37	60 Leylands Road Rudloe, Corsham SN13 0NF	£75,000+ <b>£80,000</b>
<b>17</b>	66 Frome Road Trowbridge BA14 0DG	£85,000+ <b>£122,000</b>	38	11 The Bridge Chippenham SN15 1HA	£250,000+ Under Offer
18	Glenoran, Napping Lane Longhope, Gloucestershire, GL17 0QH	£450,000+ Under Offer	39	70 New Road Royal Wootton Bassett SN4 7DQ	£155,000+ <b>£200,000</b>
19	66 Leylands Road Rudloe, Corsham SN13 0NF	£75,000+ <b>£96,000</b>	40	24 Highfield Road Bradford-on-Avon BA15 1AS	£205,000+ Sold After
20	1 Maple Terrace Forest Drive, Tidworth SP9 7XX	£135,000+ £135,000			
21	25 Elizabeth Drive Devizes SN10 3SB	£140,000+ £161,000			

# 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.



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charlie.galton@strakers.co.uk

## instruct us

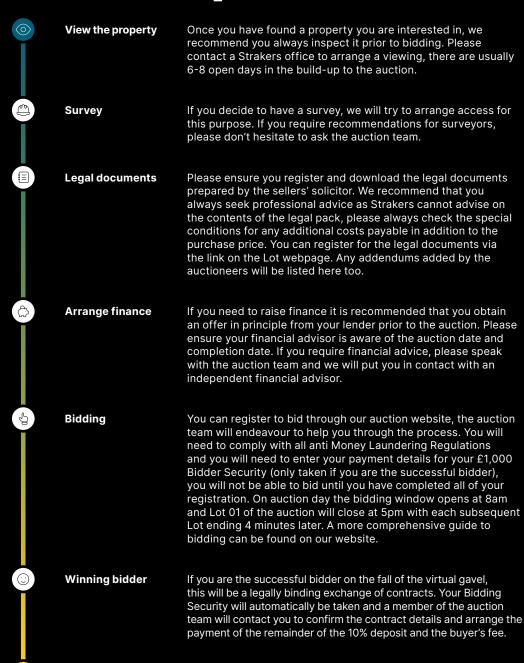
Why sell at auction Selling via auction offers a high degree of certainty with a binding contract formed on the fall of the gavel with no further negotiation allowed. If priced correctly, the auction process should generate high levels of bidders which in turn should create competitive bidding which will ensure the best price with an exchange of contracts that day. It provides a quick and efficient way of selling with the whole process from instruction to completion usually taking just 8-12 weeks. **Auction advice** 0 We offer a no obligation appraisal of the property where we will advise you as to whether the property is suitable for auction or if an alternative method would be more advisable. At this meeting we will go through the auction process as well as discussing the value of the property and any costs involved. We will also advise you on any works or issues that might need resolving in order to achieve the best result. B Instruction If you decide to instruct Strakers we will write to you to confirm instructions, guide price and fees. Under Anti Money Laundering Regulations, we will require proof of identity and address before we can market your property. An Energy Performance Certificate (EPC) if required will need to be ordered/supplied. **=** You will need to instruct your solicitor (we can provide solicitor Legal pack contacts if required) to produce a legal pack prior to the auction date, ideally a couple of weeks beforehand. Please ensure you instruct the solicitors as early as possible and provide all the relevant paperwork and payment. The pack will be available via our website for inspection by all interested parties. Marketing Marketing will be for a month leading up to the auction via our catalogue and website, the property will also be on major property search portals. Where appropriate we will erect an auction board and the local Strakers office will also market the property. 0 Reserve price During the process all interest and enquiries are recorded and we follow up all leads and viewings. We use this to keep you informed of the interest in the property and will also update you if any pre-auction offers are made. About 3/4 days prior to the auction, we will advise and agree a reserve price based on the feedback we have received. 8 **Auction day** The bidding window opens at 8am in the morning with Lot 01 closing

Completion

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

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

# buyers steps



Completion

Completion is generally 20 working days after the auction or as stated

in the contract and once we have had confirmation of completion, the

keys will be available from the relevant Strakers office.



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

### The particulars and other information

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

### **Tenure**

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

### Plans, maps and photographs

The plans, maps and photographs published on our website and in the catalogue are for identification purposes only. The plans are not to scale and accuracy is not guaranteed. Any plans are reproduced from Ordnance Survey Map with kind permission of The Controller of His Majesty's Stationery Office. Crown copyright reserved. Licence No. ES100015260.

### \*Guide prices

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

### Reserve price

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

### Pre-auction offers

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

### **Proof of identification**

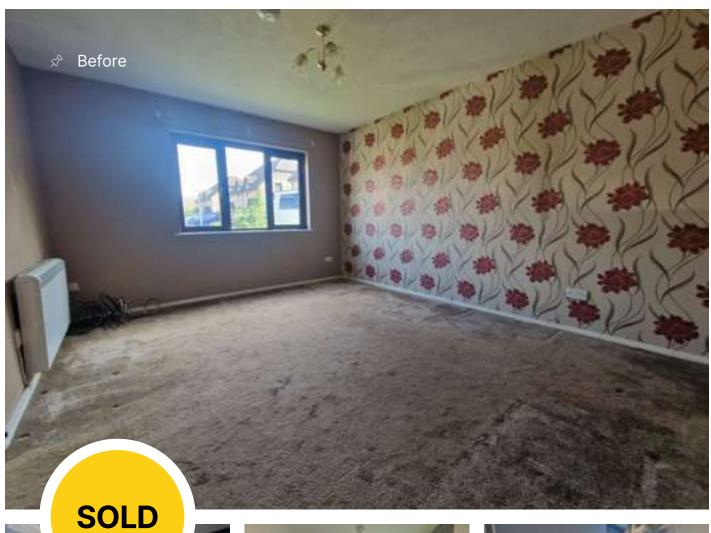
In order to comply with recent legislation, any person bidding at auction must complete all AML requirements. If you are bidding on someone's behalf we will require their ID along with a letter of authority allowing you to bid on their behalf.

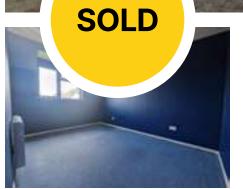
### The contract

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.









- 23 Farleigh Rise, Monkton Farleigh Bradford-on-Avon BA15 2QP
- Lot 20 May 2025 auction
- Guide price £250,000+
- Sold £260,000

# case study









A rare opportunity to purchase a modern, well presented, semi detached house with large gardens, garage and driveway parking, overlooking a green, in a quiet, semi rural, village location.

The property offers well proportioned accommodation over two floors comprising; canopy porch, entrance hall with cloakroom off, good sized sitting room, dining room, kitchen with modern units and door opening onto the garden, three bedrooms and a bathroom with white suite. The garden wraps around the side and rear of the property and offers scope to extend to both sides (subject to the necessary permissions being granted).

Externally there is a lawned garden to the front and gated access to the side opens into a large lawned garden which runs all the way down the side of the house and around the back. The gardens well enclosed, private and much larger than you would expect for a property of this size. A gate at the end of the garden proves access to a small, children's park to the rear.

To the right hand side of the house there is a single garage with up and over door and driveway parking in front for one vehicle. The front garden runs alongside the driveway and could be utilised to create a further parking space if required.

23 Farleigh Rise, Monkton Farleigh Bradford-on-Avon BA15 2QP

> Guide price £350,000

Offered for sale with 8 no onward chain



### milestone

Celebrating 30 Years! In September 1995, Gordon Straker opened our doors in Devizes, driven by a passion for the property market and his deep connections to the local area. Today, with six branches and a team of 50 dedicated staff, we've moved with the times - but the heart of Strakers remains the same. We're still a family run business with strong local roots and above all, a commitment to doing things the right way. To everyone who's been part of our journey so far - thank you!

strakers









21 Bewley Lane

Lacock, Chippenham, Wiltshire SN15 2PH

A well proportioned 3 bedroom semidetached house in need of modernisation. Situated on a large plot on the edge of the extremely desirable village of Lacock. Ideal investment or first time buy.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen, dining room, utility/wc and rear porch. On the first floor; landing, 2 double bedrooms, 3rd bedroom and bathroom. The property has double glazing and gas central heating.

Externally the property has large gardens to the front and rear all mainly laid to lawn offering potential for extension (subject to consents). There is a private layby to the front of the property with the scope to create driveway parking.

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.









- <sup>≪</sup> **02**
- 3 Queens Road
   Royal Wootton Bassett, Wiltshire SN4 8AH

3 Bedroom mid-terrace house situated in an established residential area and within easy reach of the town centre with its numerous amenities. Ideal investment or first time buy.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen/dining room and garden room. On the first floor; landing, 2 double bedrooms, 3rd bedroom and shower room. There is double glazing and gas central heating.

At the front there is off road parking for 2 vehicles. To the rear is a fully enclosed garden mainly laid to lawn with brick built store.









2 Bedroom mid-terrace cottage in need of renovation with great potential. Ideal investment.

The accommodation comprises on the ground floor; entrance porch, living room, kitchen/breakfast room and bathroom. On the first floor; landing and 2 double bedrooms. The property has double glazing and currently there is no heating.

Externally there is a good-sized garden to the front and bin store area to the rear with pedestrian access. On street parking is available nearby on a first come first served basis. 9 Clarka Place

8 Clarks Place © Trowbridge, Wiltshire BA14 7HA









- <sup>®</sup> 04
- Oate Hill Chippenham, Wiltshire SN15 3LE
- £120,000+
  Guide Price (Plus Fees\*)

3 Bedroom semi-detached house of nonstandard construction. Situated on a goodsized plot within easy reach of Chippenham town centre. Ideal investment.

The accommodation comprises on the ground floor; entrance porch, lounge, kitchen, side porch and brick store. On the first floor; landing, 3 bedrooms, bathroom and WC. The property has double glazing and gas heating.

Externally the front garden is laid to lawn with potential to create off road parking (subject to consents) and pathway to the front door. There is a large enclosed rear garden, mainly laid to lawn. Potential for extension (subject to consent).









2 Bedroom detached cottage in a hillside position with fabulous views. In need of modernisation with scope to extend to the side and/or rear (subject to consents).

The thatched cottage comprises on the ground floor; large living room, inner hall, kitchen/breakfast room and bathroom. On the first floor; landing and 2 bedrooms. There are timber windows and oil heating. There is signs of movement on the single storey extension.

The gardens are a real delight, with the majority of the 0.4 acre to the side and rear housing the remnant of a vegetable and fruit garden. There is layby parking to the front with space to create a driveway.

F1 Wick Lill

51 Wick Hill © Bremhill, Calne, Wiltshire SN11 9LQ









### <sup>®</sup> 06

- About 6.2 Acres at Vasterne Hill Purton, Wiltshire SN5 4HH
- £65,000+
   Guide Price (Plus Fees\*)

Paddock situated on the outskirts of the village close to residential properties. Extends in total to about 6.2 acres.

The land which is gently undulating is shown edged red for identification purposes only on the aerial photo. It has a long frontage to Vasterne Hill which is an unadopted highway, this could enable the land to be split into smaller paddocks.

There is no water connected and a public footpath runs along the northern boundary.

There is a development overage of 25% on the land. Further details available in the legal pack.









3 Bedroom mid-terrace house situated in a popular residential area within easy reach of town centre with its numerous amenities. Ideal investment or first time buy.

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

There is driveway parking to the front with small lawn area. To the rear is an enclosed garden.

0/

56 Bradley Road © Warminster, Wiltshire BA12 8BL









- <sup>®</sup> 08
- ② 23 Bremilham Rise Malmesbury, Wiltshire SN16 0DH
- £160,000+
  Guide Price (Plus Fees\*)

4 Bedroom end-terrace house situated in a cul de sac towards the outskirts of the popular Cotswold town; Malmesbury. The property is in need of modernisation.

The accommodation comprises on the ground floor; entrance hall, living room, dining room, kitchen and WC. On the first floor; landing, 4 bedrooms and a bathroom. The property has double glazing and electric heating.

Externally there are gardens to the front, side and a south facing rear, mainly laid to lawn with established shrubs and brick built store. Potential to create off road parking (subject to consents).

On street parking is available with additional parking area nearby.









3 Bedroom terraced house within walking distance of the town centre. In need of modernisation.

The accommodation comprises on the ground floor; entrance hall, lounge, dining room, kitchen and rear lobby. On the first floor; landing, 3 bedrooms and a bathroom. There is a mix of window glazing and no central heating.

The property is accessed via a pedestrian footpath with on-street parking nearby. Small front garden and access at the rear to an enclosed garden. There is a right of way across the rear of the terrace.

175 Landan Dood

175 London Road Chippenham, Wiltshire SN15 3AW









- <sup>®</sup> 10
- S Fair View Cricklade, Wiltshire SN6 6BE
- £140,000+
  Guide Price (Plus Fees\*)

3 Bedroom semi-detached house for modernisation, situated in the popular town of Cricklade. Ideal investment or first time buy.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen/dining room and utility/WC. On the first floor; landing, 3 good size bedrooms and family bathroom. The property has double glazing and gas heating.

Externally there is a large front garden with potential to create off road parking (subject to consents) and gated side access to the rear. The rear garden is very large and currently overgrown with several timber sheds. On street parking available nearby.









A well proportioned 2 bedroom first floor purpose built maisonette situated in an established residential area in need of modernisation. Ideal investment or first time buy.

stairs to first floor, entrance hall, living/dining room, kitchen/breakfast room, 2 bedrooms, bathroom and walk in storage cupboard. The property has double glazing and gas central heating.

There is on street parking nearby and green

The flat would make an ideal investment with a potential income in good order of about £850pcm which equates to £10,200 per annum.

The flat comprises; entrance door with

areas to the front and rear.

**Energy Performance Certificate** Band C

➂

14 Westwood Road Corsham, Wiltshire SN13 0NJ

> £75,000+ <2 Guide Price (Plus Fees\*)

For further details visit \* Please refer to the auction guide with strakers.co.uk or call 01249 712 039 regards to guide and reserve prices.









- < 12
- 1 Westfield Road
   Trowbridge, Wiltshire BA14 9JG

2 Bedroom end of terrace house in established residential area of similar properties within easy reach of Trowbridge town centre with it numerous amenities.

The accommodation comprises on the ground floor; entrance hall, living/dining room, kitchen and 2 stores. On the first floor; landing, 2 double bedrooms and a bathroom. The property has double glazing and gas central central heating.

There is off road parking to the front for 1 vehicle. A gated side access leads to a good-size rear garden, laid mainly to lawn.

Ideal first time buy or investment.









An older style 3 bedroom semi-detached house on a large plot offering potential to extend (subject to consents). Within easy reach of the town centre and its numerous amenities.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen and a dining room. On the first floor; landing, 2 double bedrooms, 3rd bedroom and a bathroom. The property has double glazing and electric heating.

The property has a driveway to the front providing off road parking. To the rear is a large garden divided into two sections, laid mainly to lawn and patio. Garden store and gated side access.

13

8 Awdry Avenue
Melksham, Wiltshire SN12 7AF









- « 1**4**
- 9 19 Timber Street Chippenham, Wiltshire SN15 3BS
- £135,000+
  Guide Price (Plus Fees\*)

A well proportioned 3 bedroom period property in need of modernisation within walking distance of the town centre.

The accommodation comprises on the ground floor; entrance hall, living room with feature fireplace, shuttered windows and access to the cellar, kitchen with stairs leading to a dining/family room, W/C and sun room. On the first floor; landing, 3 bedrooms, one with an ensuite and a family bathroom. On the second floor; 2 loft rooms. The property has gas heating and features to include exposed wood throughout the house.

The property is accessed from the pavement and there is on street parking available nearby. At the rear is an enclosed garden.









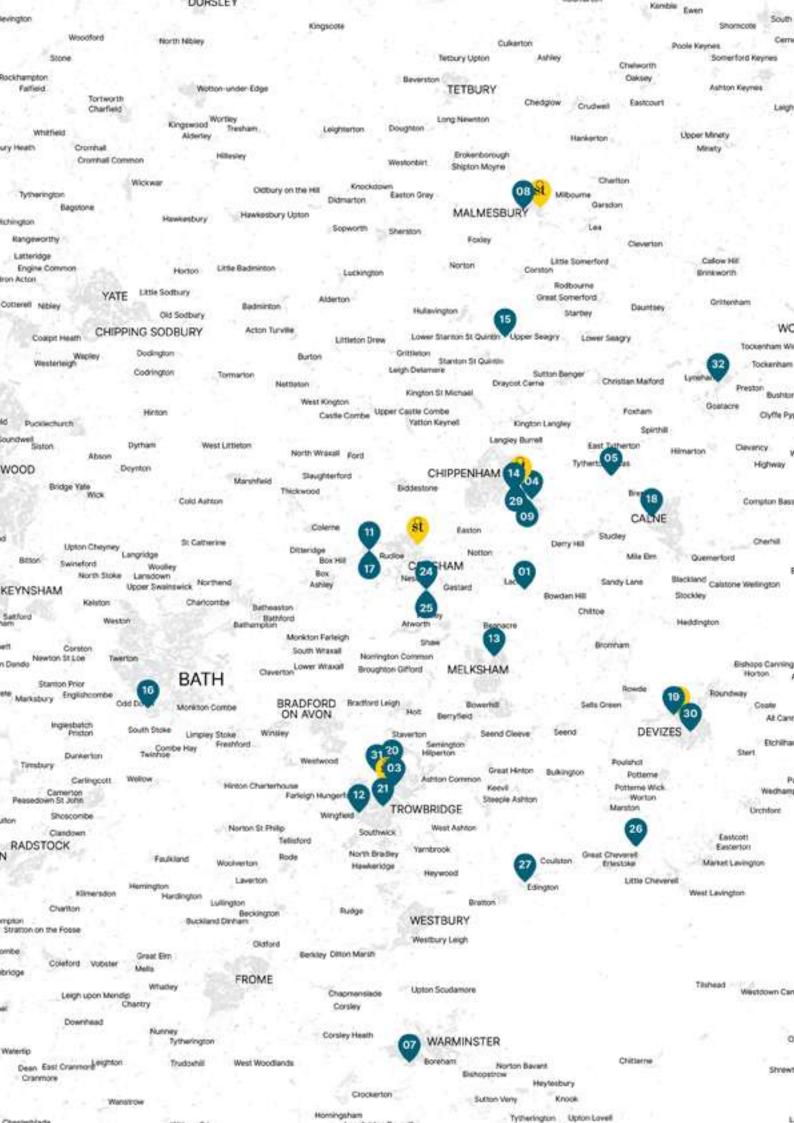
3 Bedroom semi-detached house of nonstandard construction and in need of minor modernisation. Village location with good access to the M4.

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

The house is set back from the road with ample driveway parking. Side access to a good sized enclosed rear garden mainly laid to lawn with wooden shed.

8 Newbourne Gardens

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













<sup>®</sup> 16

- 47 Upper Bloomfield Road
   Bath, BA2 2RY

2/3 Bedroom detached house situated on a good size plot with potential to extend to the side and/or rear. In need of modernisation. Ideal investment.

The accommodation comprises on the ground floor; entrance hall, living room and kitchen/dining room. On the first floor; landing, 2/3 bedrooms and a bathroom. The property has gas heating.

There is a good-sized front garden and driveway leading to a garage plus path to rear. To the rear is a good-sized garden with a good level of privacy and gated rear access.









A well proportioned 2 bedroom first floor purpose built maisonette situated in an established residential area in need of minor modernisation. Ideal investment or first time buy.

The property comprises; entrance door with stairs to first floor, entrance hall, living/dining room, refitted kitchen/breakfast room, 2 bedrooms, bathroom and walk in storage cupboard. The property has double glazing and gas central heating.

green areas to the front and rear.

The flat would make an ideal investment with a potential income in good order of about £850pcm which equates to £10,200pa.

Externally there is on street parking and

**Energy Performance Certificate** Band C

Corsham, Wiltshire SN13 0NJ

> £95,000+ <2 Guide Price (Plus Fees\*)

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.









- <sup>®</sup> 18
- 42 Braemor Road Calne, Wiltshire SN11 9DU

3 Bedroom semi-detached house in need of modernisation. Situated in a residential area of similar properties within easy reach of the town centre and its numerous amenities. Ideal investment or first time buy.

The accommodation comprises on the ground floor; entrance hall, living room and kitchen/dining room with door to the garden. On the first floor; landing, 3 bedrooms and a family bathroom. The property has double glazing and gas central heating.

To the front is a driveway for parking, pathway to front door and side access to the rear. The rear garden is a good size and is laid mainly to patio with garden shed and brick store.









3 Northgate Street © Devizes, Wiltshire SN10 1JL

Guide Price (Plus Fees\*)

£140,000+ <

Fire damaged Grade II\* listed spacious townhouse about 3,500ft<sup>2</sup> arranged over 3 floors. Requiring renovation throughout.

The property had been converted into 3 apartments comprising a 1 bedroom ground floor flat and 2x2 bedroom maisonettes over the upper floors. There is a separate ground floor office and a cellar.

Options include retaining as 3 flats or potential for conversion back to an impressive single dwelling (subject to consent). Potential income from 3 flats in good order approximately £25,000-£30,000 per annum.

The property has a large rear garden double garage, accessed from the rear.

alongside ample driveway parking and

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.

➂









- <sup>®</sup> 20
- 5-9 Duke Street Trowbridge, Wiltshire BA14 8EA
- £195,000+
  Guide Price (Plus Fees\*)

Large workshop with offices about 4,437ft<sup>2</sup> with consent for demolition and erection of 8 flats.

Planning consent was granted by Wiltshire Council on the 28th February 2025 under App No PL/2023/08857. The approved plans provide for 1 x 1 bed 7 x 2 beds with internal floor areas ranging from 43sqm to 59sqm. There will be some courtyard gardens on the ground floor.

Situated only a short walk from the town centre, the property is edged red for identification purposes only on plan.

Currently the property comprises a large workshop area with offices on both ground and first floor with separate entrances.









3 Bedroom mid-terrace house situated in a mature residential area in need of modernisation. Ideal investment or first time buy.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen, utility room and bathroom. On the first floor; landing, 2 double bedrooms and 3rd bedroom. The property has double glazing and gas central heating.

Externally there is a small garden to the front with pathway to front door and side passage to the rear. The rear garden is a good size, fully enclosed and mainly laid to lawn. On street parking is available nearby on a 'first come, first served basis'.

60 Studiov Dioc

60 Studley Rise © Trowbridge, Wiltshire BA14 0PH









- **22**
- 29 Havelock Street Swindon, Wiltshire SN1 1SD
- £160,000+
  Guide Price (Plus Fees\*)

Mixed use vacant town centre investment property comprising lock-up shop/café with 1 bedroom flat over. Potential income about £23,000 per annum.

The accommodation comprises on the ground floor; shop/café about  $45 \text{m}^2$  with toilets at the rear. The first floor flat is in generally good order and has its own private entrance. It is accessed from the rear and comprises; hallway, lounge, kitchen, bedroom and bathroom. There is double glazing, the flat has electric heating.

At the rear there is a small parking area and space for bins etc.









23

Attractive brick built detached church with further detached meeting hall to the rear. Potential for a variety of uses including conversion to residential (subject to consents).

The main church comprises entrance vestibule, worship area, vestry, kitchen, school room, cellar rooms and WCs and has a total floor area of about 233m². The church hall at the rear comprises entrance hall, main hall plus a stage and a kitchen and has a total floor area of about 132m². There is some electric heating.

The church is set back from the road with pathway around the main building. The road to the front is permit parking only.

Moravian Church, Dixon Street Swindon, Wiltshire SN1 3PJ

£95,000+ Guide Price (Plus Fees\*)









- <sup>®</sup> 24
- 9 15 Green Road The Ridge, Corsham, Wiltshire SN13 9PW

3 Bedroom semi-detached house in a rural position and in need of modernisation. Fantastic potential for extension (subject to consents).

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

Driveway access at the front with space for multiple vehicles. Garden areas to the front and rear and a store to the side. The rear garden backs onto open countryside.

There is ample space to extend to the side and/or rear (subject to consents).









3 Bedroom semi-detached house in a rural position and in need of modernisation. Fantastic potential for extension (subject to consents).

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

Garden areas to the front, side and rear and a store to the side. The rear garden backs onto open countryside. There is ample space to extend to the side and/or rear (subject to consents).

The access road will be included in the sale with potential to create off road parking.

25

14 Green Road
The Ridge, Corsham, Wiltshire SN13 9PW









- **26**
- 84 The Green Great Cheverell, Devizes, Wiltshire SN10 5UY
- Guide Price (Plus Fees\*)

An attractive red brick 3 bedroom detached cottage situated in a semi rural location but within easy reach of the market town of Devizes with its numerous amenities.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen and utility/boot room. On the first floor; landing, 3 bedrooms and a bathroom. The property has mainly double glazed windows and oil fired heating.

Externally there is a large garden to the front and side laid mainly to lawn which runs down to a small stream overlooking fields. To the other side of the property is a driveway providing parking for 3 cars.

Ideal investment or downsize.









Attractive 2 bedroom cottage in need of modernisation. Situated on a quiet road in a popular village and close to open countryside.

The accommodation comprises on the ground floor; living room, kitchen, WC and garden room. On the first floor; landing, 2 bedrooms and a bathroom. Additionally the property has a good-size cellar. There is double glazing and electric heating.

To the front is a bin store area and steps up to the front door. A large rear garden has 2 stone built outhouses with the potential for multiple uses. On street parking is available on a 'first come first served' basis.

2 Lower Road @









- <sup>®</sup> 28
- 61 Broad Street Swindon, Wiltshire SN1 2DU

Investment property comprises 2 x 1 bedroom flats producing £18,600 per annum. In need of modernisation.

The accommodation comprises on the ground floor; communal entrance, lounge, kitchen, utility room and bathroom. On the first floor; hallway, lounge, kitchen, bedroom and bathroom. Both flats have gas heating and double glazing. Both are currently let on AST's.

Small courtyard to the front and a further courtyard garden at the rear with single garage.

The property has a 999 year lease with a peppercorn rent.









4 Bedroom town centre cottage with potential for Mews development to the rear (subject to consent). In need of modernisation.

The accommodation comprises on the ground floor; entrance hall, lounge, dining room, kitchen and WC. On the first floor; landing, 3 bedrooms and a bathroom. On the second floor; bedroom 4. There is gas heating. No parking at the property.

At the rear of the Grade II listed cottage is a terrace of outbuildings which could provide 'Mews' style properties similar to next door. Good-sized enclosed rear garden mainly laid to lawn.

29

5 The Causeway Chippenham, Wiltshire SN15 3BT









- <sup>®</sup> 30
- 6 Festival Close Devizes, Wiltshire SN10 5AU
- £175,000+
   Guide Price (Plus Fees\*)

3 Bedroom mid-terrace house situated in a well established residential area within easy reach of the town centre. The property is in need of modernisation. Ideal first time buy or investment.

The accommodation comprises on the ground floor; entrance hall, cloakroom, kitchen/breakfast room and living/dining room with french doors to the garden. On the first floor; landing, principal bedroom with ensuite and fitted wardrobe, further double bedroom and bathroom. On the second floor; landing and double bedroom.

Externally the property has 1 allocated parking space to the front. At the rear is an enclosed southerly facing garden with pedestrian access.









4 Bedroom mid-terrace house in need of updating situated in an established residential area and within easy reach of the town centre. Ideal investment.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen and WC. On the first floor; landing, 4 bedrooms and a bathroom. The first floor goes over the side passage. The property has double glazing and gas central heating.

There is a small front garden laid to artificial lawn with path to front door and side passage to the rear. The rear garden is a good size and laid to lawn. On street parking is available nearby on a 'first come first served' basis.

42 Charles Street

42 Charles Street © Trowbridge, Wiltshire BA14 8NB









- < 32
- 31 Calne Road Lyneham, Chippenham, Wiltshire SN15 4PT

A well proportioned 3 bedroom semidetached house situated on a generous plot with the potential to extend to the side and/or rear (subject to consents). Ideal investment.

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

Externally the property has driveway parking for 2/3 cars with an area of lawn to the side. The large rear garden is laid mainly to lawn with potential to extend (subject to consent).



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Recognised by the judges for their outstanding levels of customer service, our Lettings team have won Best Agent in Devizes at The British Property Awards (for a third successive year).





### **GLOSSARY**

The laws of England and Wales apply to the conditions, and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the courts of England and Wales.

Wherever it makes sense:

- · 'month' means calendar month
- · singular words can be read as plurals, and plurals as singular words
- · a 'person' includes a corporate body
- references to legislation and regulations are to that legislation and those regulations as modified or re-enacted by the date of the auction or the contract date (as applicable)
- references to official guidance and procedures and to the recommendations of a supervisory body are to that guidance and those procedures and recommendations as at 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.

**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, to the
PARTICULARS, or to both, whether contained in a supplement
to the CATALOGUE or the PARTICULARS, or by a written notice
from the AUCTIONEERS on the WEBSITE or by email, or by an
announcement at the AUCTION.

# AGREED COMPLETION DATE

Subject to CONDITION 69.3:
(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.

Anti-money laundering, an expression that includes all laws, regulations and procedures designed to check that money and assets are not the proceeds of crime nor to be used in terrorism.

AML INFORMATION Information about YOUR identity, that of the BUYER (if not you), the source of funds and otherwise sufficient to satisfy us that there is unlikely to be any breach of AML REGULATIONS if you bid at the AUCTION, or the BUYER pays a DEPOSIT, or the BUYER buys a LOT.

# **AML REGULATIONS**

AML regulations at the date of the AUCTION (whether legal requirements, official guidance or recommendations of a supervisory body) to the extent that they must or should be complied with by the AUCTIONEER or (in addition) apply to AUCTIONS and transactions governed by the CAC.

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 or on the WEBSITE.

# **AUCTION CONDUCT CONDITIONS**

aded, 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.

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 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.

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 email 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 rentcharge or local land charge).

### **GENERAL CONDITIONS**

The SALE CONDITIONS, headed 'General conditions of sale', including any EXTRA GENERAL CONDITIONS.

If not specified in the SPECIAL CONDITIONS, the higher of 6% or 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.

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).

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 or the WEBSITE 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 UK, a
person undertaking a similar role).

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, but no condition is a SALE
CONDITION to the extent that it purports to vary, exclude or
replace any AUCTION CONDUCT CONDITION (or all of them)
unless that condition has been specifically agreed in writing w
the AUCTIONEERS before the date of the AUCTION.

# 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.

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

nose 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 includes a conveyance or assignment (and 'to transfer' includes 'to convey' or 'to assign').

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

Value added tax or other tax of a similar nature.

# VAT OPTION

An option to tax.

**WE** (and **US** and **OUR**) The AUCTIONEERS.

The AUCTIONEERS' website, which includes copies of the CATALOGUE and the PARTICULARS and details of the AUCTION.

# YOU (and YOUR)

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

### Additions to the Glossary

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. 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**

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
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.

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.

# **AUCTION CONDUCT CONDITIONS**

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

# 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 specifically agree to the variation in writing before the date of the AUCTION.

# A2 OUR role

A2.1 As agents for each SELLER WE have authority to

- (a) prepare the CATALOGUE and particulars from information supplied by or on behalf of each SELLER
  (b) offer each LOT for sale
  (c) sell each LOT
  (d) receive and hold DEPOSITS
  (e) sign each SALE MEMORANDUM and
  (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a DEPOSIT as required by these AUCTION CONDUCT CONDITIONS or fails to provide AML INFORMATION.
- 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.
- $\mbox{\bf A2.5}$  WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- A2.6 WE reserve the right to refuse YOUR bid unless YOU have previously complied with OUR registration formalities as set out on OUR WEBSITE or in the CATALOGUE.

# 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

 ${\bf A3.3}$  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.

### 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

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.

 $\textbf{A4.4} \ \text{If WE provide information, or a copy of a document, WE do so only on the basis that WE are not responsible for the accuracy of that information or document.}$ 

### A5 The CONTRACT

**A5.1** A successful bid is one WE accept as such. This CONDITION (A5) applies to the BUYER but only to YOU if YOU are the successful bidder on behalf of the BUYER.

A5.2 The buyer:

(a) must buy the lot on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable)

(b) is not obliged to pay any other money, expenses, charges or consideration to the SELLER, the SELLER'S agent, or to anyone else, unless the amount is either specifically stated in the SPECIAL CONDITIONS or is:

- a contribution to insurance costs as provided by CONDITION G3.2

ii - apportionments and/or interest pursuant to CONDITION G10

iii - ARREARS as provided by CONDITION G11 or

iv - a payment to US if specified in CONDITION A6.

### A5.3 YOU must

A5.3 YOU must:
(a) provide all information WE need from YOU to enable US to complete the SALE MEMORANDUM
(b) sign the completed SALE MEMORANDUM as BUYER (or as agent for the BUYER), failing which WE are authorised to sign it on the BUYER'S behalf and

(c) pay the DEPOSIT

and if you do not, we may as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale ain; the seller may then have a claim against you for breach of contract.

# A5.4 The DEPOSIT:

(a) must be paid in pounds sterling in the manner stipulated in

(a) must be paid in pounds sterling in the manner stipulated in CONDITION A6
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who would not expose US to a breach of AML REGULATIONS
(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer) and
(d) 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 a gent for the SELLER, but otherwise is to be held as the sale of the SELLER. held as agent for the SELLER.

**A5.5** WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the DEPOSIT has been received in cleared funds.

A5.6 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.

A5.7 If the BUYER does not comply with their obligations unde 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.

 $\bf A5.8$  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 to section A5

**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.

A5.3 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.

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 thirdparty 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

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

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

### **A5.9** The AUCTION ENTRANCE FEE

(a) is to be held by US (or, at OUR option, the SELLER'S conveyancer)

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.

A5.10 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 ALICTIONFERS

### A6 Extra Auction Conduct Conditions

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

# **General Conditions of Sale**

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

**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

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

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

2002
(In) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them and (i) anything the seller does not and could not reasonably know about.

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

**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 they are 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 the DEPOSIT is not paid in full by the time stated in the AUCTIONEER'S terms and conditions (time is of the essence for the CONTRACT), or 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

(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 the 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 are 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, an official copy 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 eventue.

(b) If the LO1 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 15 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 their 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 after COMPLETION or, if earlier, 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* 

(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 AML REGULATIONS and Land Registry Rules.

### **G5 TRANSFER**

- **G5.1** Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS:
- 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 65.2 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.
- $\textbf{G5.2} \ \text{If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.$
- **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

- **G6.1** 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:
  (a) the balance of the PRICE (plus VAT if applicable) adjusted to take account of apportionments and interest under CONDITION G10
- (b) any amounts payable under CONDITIONS G3.2 and G11 but no other amounts unless stated in the special condition
- **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
- **G6.4** Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have compiled 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.
- ${\bf G6.6}$  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 SASI THE BOT ER Talls 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

- G8.1 If the CONTRACT is lawfully brought to an end:
  (a) the BUYER must return all papers to the SELLER and appoints the SELLER their 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 (AGA) properly required (procuring a guarantee of that AGA if law

- **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 the SELLER has (IVER for heach of this CONDITION (G either the 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:
- 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
- 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 accrue 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 accrue at an equal daily rate during the period to which they
- relate 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 the 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 the 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 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 BUYER'S obligation under CONDITION G11.5 is conditional on the SELLER assigning to the BUYER all rights that the SELLER has to recover those ARREARS.

# Part 3 - BUYER not to pay ARREARS

- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (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)
- in payment)
  (c) on request, at the cost of the SELLER, assign to the SELLER

- or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order (e) not without the consent of the SELLER, release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS, obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION (G11).
- G11.9 Where the SELLER has the right to recover ARREARS, they must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from

### G12 Management

- **G12.1** This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- $\mbox{\bf G12.2}$  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
- (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in bullet (c) below) 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 G13.2 The termainder 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 their 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
- by the rent deposit deed.

- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- **G14.2** Where the SPECIAL CONDITIONS state that no VAT OPTION has been made, the SELLER confirms that none has been made by them 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:
- G15.2 The SELLER confirms that:
  (a) they are registered for VAT, either in the SELLER'S name or as a member of the same VAT group and
  (b) they have (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) they are registered for VAT, either in the BUYER'S name or as a member of a VAT group
  (b) they have 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 them and
  (d) they are 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 they do 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

- (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
- (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
- 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 (615), 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) make an election on COMPLETION under section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION
- (G16) and
  (b) 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* 

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 re

- (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

 $\mbox{\bf G19.6}$  The BUYER understands this CONDITION (G19) and agrees that it is fair in the circumstances of a sale beactitioner.

# **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 they will comply with their
- (b) The BUYER confirms that they will comply with their 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 senditions of the LOT. 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

- 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 they provide 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.

**622.5** 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.

G23.1 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

**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 revie proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed

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

- **G23.4** The SELLER must promptly: (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers and (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

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

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

**G23.7** If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION, the increased rent and any interest recoverable is to be treated as 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 cooperation of the SELLER, take immediate steps to substitute themself 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 reasonable practicable at the best rent or rents.
- soon as reasonably practicable at the best rent or rents reasonably obtainable and if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY), account 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:

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 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 their own expense and as soon as practicable:
(a) procure that they become 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 themself registered as proprietor.

G27.2 This CONDITION (G27.2) applies where the LOT comprises part of a registered title. The BUYER must at their 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:

G28.2 A communication may be relied on it:
(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.

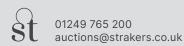
G28.3 A communication is to be treated as received:

(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 B

**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.

Should you wish to discuss the auction process or have a query about the auction conditions, please do not hesitate to contact the auction team:



Lot Number	Buyer's Name(s)
Auction Date DDMMYY	
Property Address	Buyer's Address
Agreement Date  D D M M Y Y	Buyer's Phone Number
Completion Date D D M M Y Y	
Sale Price £ ,	Buyer's Solicitors Firm
Deposit £ , ,	Buyer's Solicitors Contact Name
Balance £ , ,	Contact Name
Seller's Name(s)	Buyer's Solicitors Address
Seller's Address	
	Buyer's Solicitors Phone Number
	Buyer's Administration Fee (Office use only)
The Seller acknowledges that he has agreed to sell and the Buyer act at the purchase price, subject to the Standard, General and Special C	knowledges that he has agreed to buy the property mentioned above conditions of Sale.
Signed as Agent (for the seller)	Signed by the Buyer (or, on behalf of the buyer)
ID Checklist Photographic Address (Office use only)	Negotiator



# high street



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