

auction



lots of interest

2026 has certainly delivered a hot summer, and that heat has continued into the auction room. It has been another exceptional year for our auctions, with fantastic results for sellers, buyers and Strakers alike. We have been fortunate to receive an excellent range of instructions and, with around 90% of lots selling, I believe our pricing strategy continues to strike the right balance between attracting competitive bidding and achieving strong sale prices.

One of the aspects I enjoy most about auctions is the sheer variety of property we have the privilege of selling. From stunning rural cottages and period homes to renovation projects, council flats, paddocks, development plots, pubs and garages, no two days are ever the same.

While selling property is at the heart of what we do, after more than 20 years in auctions I am still learning something new with almost every sale. Every property presents its own legal and practical challenges, and I believe this is where the experience of the Strakers auction team really makes a difference. We pride ourselves on helping both sellers and buyers navigate the auction process, resolving issues wherever possible and minimising withdrawals and postponed lots. If you have any questions about selling or buying by auction, or simply want to understand how the process works, please don't hesitate to get in touch with me or a member of the team—we'll be delighted to help.

I hope you enjoy browsing this catalogue and that you find a property that captures your interest. Whether you are an experienced investor, developer, first-time buyer or simply looking for your next opportunity, we wish you every success at the auction.

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.

15 October

Closing for entry 11 September

03 December

Closing for entry 30 October

2027

11 February

Closing for entry 08 January

01 April

Closing for entry 26 February

20 May

Closing for entry 16 April

08 July

Closing for entry 04 June



					
01	57 West Street Warminster BA12 8JZ	£85,000+	17	Unit 9, Blackworth Industrial Estate Highworth, Swindon SN6 7NA	£65,000+
02	1 Studley Rise Trowbridge BA14 0PD	£135,000+	18	Forest Cottage, 60 St. Algars West Woodlands, Frome BA11 5ER	£220,000+
03	6 Sanders Road Trowbridge BA14 8NN	£115,000+	19	29 High Street Easterton, Devizes SN10 4PE	£125,000+
04	47 Bruce Street Swindon SN2 2EL	£150,000+	20	1 Whitehill Lane Royal Wootton Bassett, Swindon SN4 7DA	£295,000+
05	4 & 4a High Street Melksham SN12 6JU	£135,000+	21	374 Wellsway Bath BA2 5RN	£165,000+
06	8 Abdon Close Chitterne, Warminster BA12 0LB	£135,000+	22	31-32 St. Margarets Hill Bradford-on-Avon BA15 1DP	£330,000+
07	607 Queens Drive Swindon SN3 1AY	£230,000+	23	13 The Street Marden, Devizes SN10 3RQ	£175,000+
08	6 Little Down Chippenham SN14 0DW	£140,000+	24	Land at Slaughterford Road Biddestone, Chippenham SN14 7DB	£55,000+
09	Building Plot at High Street Worton, Devizes SN10 5RU	£90,000+	25	53 West Parade Warminster BA12 8LY	£115,000+
10	Upper Chelworth Farmhouse Chelworth Road, Cricklade SN6 6HD	£550,000+	26	64 Beatrice Street Swindon SN2 1BJ	£134,000+
11	Flat 2 19 Old Orchard Street, Bath BA1 1JU	£145,000+	27	Pipp Lane, The Street Bishop's Cannings, Devizes SN10 2LD	£225,000+
12	72 Pitman Avenue Trowbridge BA14 0BZ	£125,000+	28	Barn 4 at Lowerfield Farm Lower Bourton, Swindon SN6 8HT	£235,000+
13	32 Padfield Gardens Melksham SN12 6EQ	£150,000+	29	13 Parklands Malmesbury SN16 0QH	£105,000+
14	Coundon Eastcourt, Malmesbury SN16 9HW	£380,000+	30	2 Thames Close Cricklade SN6 6BJ	£110,000+
15	57 Gloucester Road Trowbridge BA14 0AB	£100,000+	31	191 Quemerford Calne SN11 8JX	£145,000+
16	1 Balance Row Southbroom Road, Devizes SN10 5BN	£85,000+			

Entries now invited for our October sale (closing 11 September)

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
-  Garaging

📌 July results

The Strakers July Land & Property Auction certainly turned up the heat. While the soaring temperatures grabbed the headlines, it was the competitive bidding and excellent levels of buyer engagement that really stole the show.

Despite ongoing reports of a summer slowdown across the property market, our latest auction proved that well-priced properties continue to attract strong interest from committed buyers. In fact, we saw more legal pack registrations than I can remember and attracted as many active bidders as auctions featuring 25% more lots – a clear sign that demand remains strong for the right opportunities. There were plenty of standout performances. A residential investment in Trowbridge achieved an impressive £401,000, producing an annual rental income of £37,000. The flats in Abdon Close finally sold after appearing in four previous auctions, proving that perseverance, coupled with the right pricing strategy, pays dividends. As always, renovation projects proved hugely popular, attracting multiple bidders and some spirited competition throughout the evening.

The message from this auction couldn't be clearer: buyers are still out there, they have funds available, and they are ready to act. The key to success is making sure your property stands out with professional marketing and, most importantly, a realistic guide price that encourages competition. Get that formula right and the market will often exceed expectations.

Charlie Doel MNAVA Director and Auctioneer

🔑 Total sales
£3,511,800

📌 Percentage sold
81%

📄 Legal pack registrations
981

👥 Registered bidders
327

👉 Lot with most bids
Lot 25 (59 bids)

Property type	%
Residential	72
Commercial	8
Development	3
Amenity	17

Vendor	%
Private	45
Probate	8
Corporate	47

five stars

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



		 			 
01	42 Churches Bradford-on-Avon BA15 1RD	£165,000+ £225,000	22	54 Downing Street Chippenham SN14 0AA	£130,000+ £142,000
02	33 Maple Close Little Stoke, Bristol BS34 6HH	£195,000+ £195,000	23	23 Broad Street Beechingstoke, Pewsey SN9 6HP	£150,000+ £165,000
03	33A Sheldon Road Chippenham SN14 0BP	£65,000+ £79,000	24	80 High Street Dilton Marsh, Westbury BA13 4DY	£160,000+ £218,000
04	33 Sheldon Road Chippenham SN14 0BP	£65,000+ £86,000	25	15 & 16 Abdon Close Chitterne, Warminster BA12 0LB	£145,000+ £201,000
05	5 Garages at Yew Close Witham Friary, Frome BA11 5HF	£20,000+ £34,000	26	Forest Cottage, 60 St. Algars West Woodlands, Frome BA11 5ER	£220,000+ Postponed
06	5 Garages at Selwood Road Frome BA11 3BT	£20,000+ £33,000	27	95a, 95b Newtown, Flat 1 & Flat 2 95 Newtown, Trowbridge BA14 0BB	£325,000+ £401,000
07	10 Garages at Queens Road Frome BA11 1HF	£30,000+ £70,000	28	Second Floor Flat 36 Broad Street, Bath BA1 5LP	£90,000+ Sold Prior
08	32 Padfield Gardens Melksham SN12 6EQ	£180,000+ August Sale	29	2 Polebarn Gardens Polebarn Road, Trowbridge BA14 7EW	£140,000+ £157,000
09	Flat 3 14 Market Place, Chippenham SN15 3HJ	£50,000+ Available	30	204 Wood Lane Chippenham SN15 3EE	£120,000+ £133,000
10	56 Pound Street Warminster BA12 8NW	£126,000+ Sold Prior	31	13 Weller Road Corsham SN13 0AL	£80,000+ Unsold
11	Horse and Groom Inn East Woodlands, Frome BA11 5LY	£185,000+ Postponed	32	31-32 St. Margarets Hill Bradford-on-Avon BA15 1DP	£330,000+ August Sale
12	Stable Yard at East Woodlands Road East Woodlands, Frome BA11 5LY	£50,000+ Postponed	33	Unit 14 Blackworth Industrial Estate Highworth, Swindon SN6 7NA	£25,000+ £49,000
13	About 2.25 Acres at East Woodlands Road East Woodlands, Frome BA11 5LY	£25,000+ Postponed	34	18b New Road Chippenham SN15 1HJ	£25,000+ Sold Post
14	About 3.5 Acres at East Woodlands Road East Woodlands, Frome BA11 5LY	£40,000+ Postponed	35	70 North End Calne SN11 9DJ	£110,000+ £141,000
15	Fourwinds 4 Eastcott, Devizes SN10 4PJ	£165,000+ £175,000	36	44 Lime Kiln Royal Wootton Bassett SN4 7HF	£120,000+ £149,000
16	8 George Street Trowbridge BA14 8PQ	£135,000+ £162,000	Entries invited for our October sale (closing 11 Sept) Do you have a property that you're unsure whether to sell at auction? We are particularly interested in the following types of properties:  Residential for modernisation  Probate sales  Commercial investments  Development plots  Paddocks and agricultural land  Garaging		
17	607 Queens Drive Swindon SN3 1AY	£260,000+ August Sale			
18	191 Quemerford Calne SN11 8JX	£175,000+ Unsold			
19	9 Hobbes Close Malmesbury SN16 0DA	£115,000+ £151,000			
20	Petoc Tigley, Land at Low Road Little Cheverell, Devizes SN10 4JZ	£32,000+ £44,000			
21	Chapel Cottage & Bulford Chapel Watergate Lane, Bulford SP4 9DY	£190,000+ Sold Prior			

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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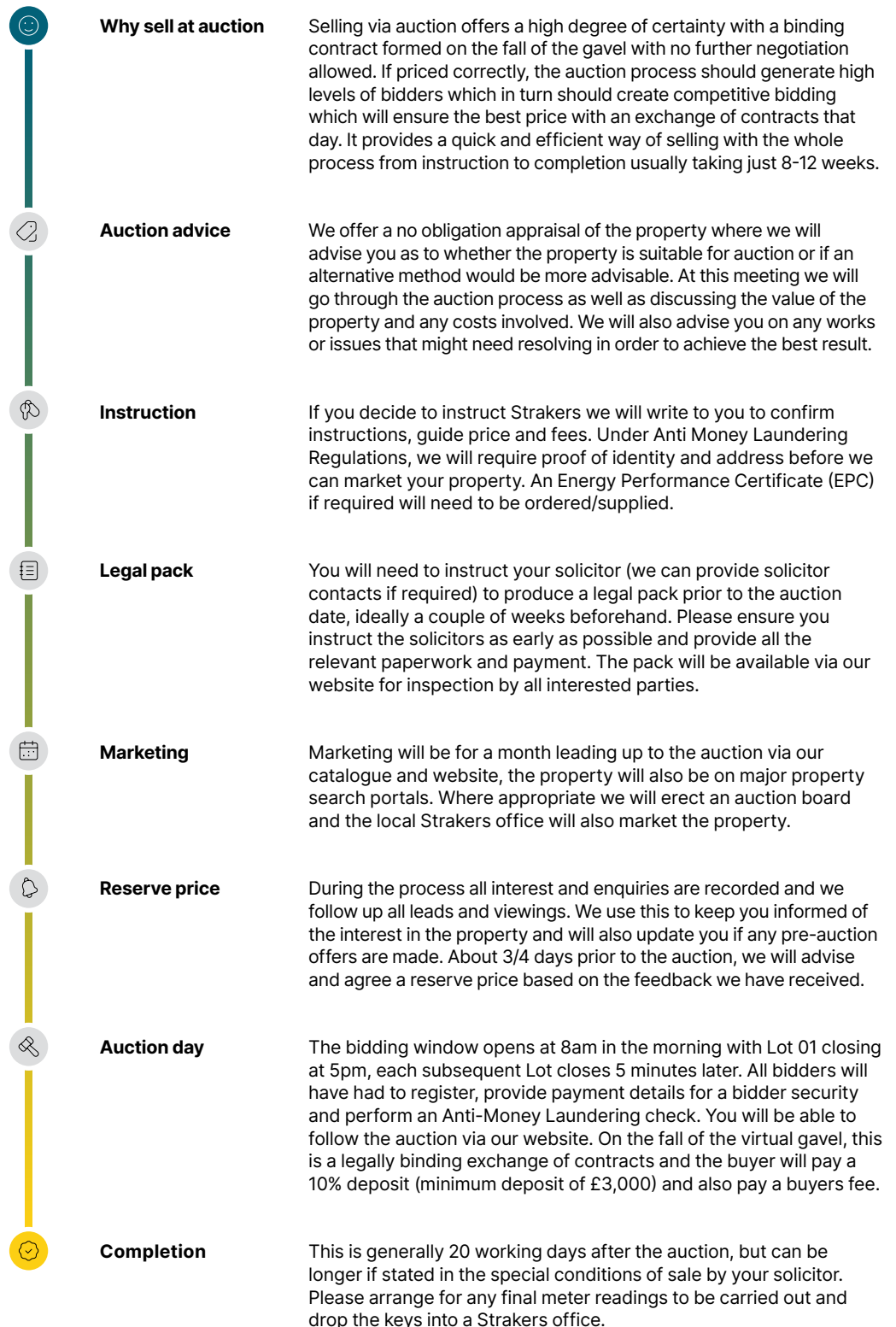


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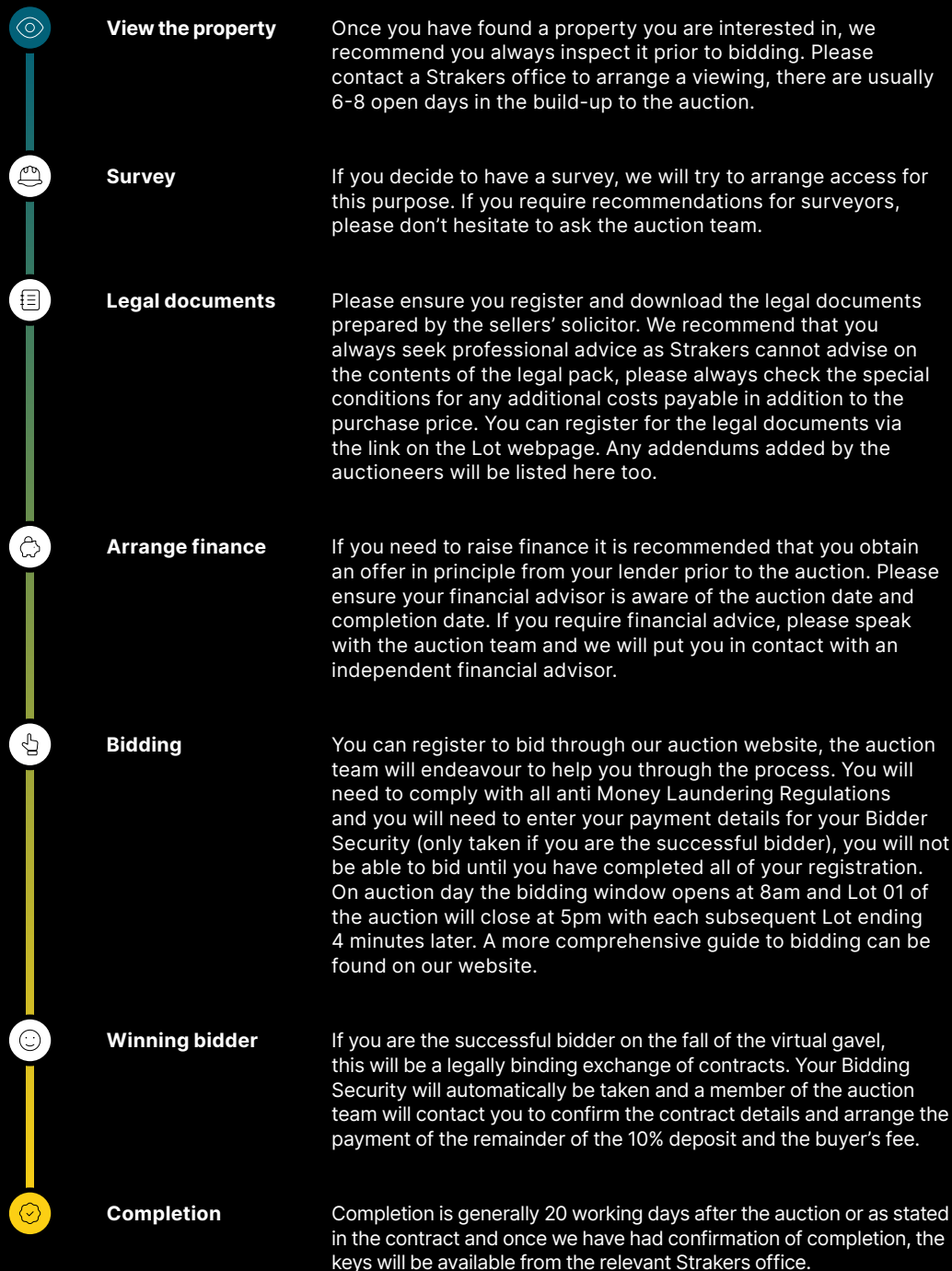


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instruct us



buyers steps





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

The particulars and other information

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

Tenure

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

Plans, maps and photographs

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***Guide prices**

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

Reserve price

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

Pre-auction offers

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

Proof of identification

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

The contract

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

Insurance

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

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standing out

Compiled by reviewing the performance of every agent nationally, we have been awarded in the top 2% across both sales and lettings. To sell or let your property faster and for more money*, we're probably a good place to start (and finish).

strakers

*Based on data supplied by the Best Estate Agent Guide.

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legal packs, providing you with clear, actionable insights
without the need for hours of reading.

strakers



2 Bedroom terraced cottage in need of renovation. Situated in an area of similar properties within walking distance of the town centre.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen/breakfast room and a rear porch. On the first floor; landing, 2 bedrooms and a bathroom. There is gas heating.

At the rear is a good sized enclosed garden which is overgrown. On street parking is available on a 'first come first served' basis.

Would be a great future first time buy or investment property.

01

57 West Street
Warminster, Wiltshire BA12 8JZ

£85,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band C

For further details visit
strakers.co.uk or call 01225 617 030

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



02



1 Studley Rise

Trowbridge, Wiltshire BA14 0PD



£135,000+

Guide Price (Plus Fees*)

3 Bedroom semi-detached 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, rear hall and bathroom. On the first floor; landing, 2 double bedrooms and 3rd bedroom. The property has double glazing and gas central heating.

There are gardens to the front and side with a pathway to front door and rear garden. Potential to create off road parking (subject to consent). The rear garden is mainly laid to lawn and concrete. On street parking is available nearby on a 'first come, first served basis'.



Energy Performance Certificate
Band D



For further details visit
strakers.co.uk or call 01225 617 030

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



3 Bedroom semi-detached house in a mature residential area within easy reach of Trowbridge town centre and railway station. The property is in need of modernisation.

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

The front garden is laid mainly to lawn and shrubs with pathway to front door. There is a side passageway leading to the large rear garden which is laid to lawn with a range of mature trees and shrubs. On street parking available on a 'first come first served' basis with potential to create off road parking (subject to consents).

03

6 Sanders Road
Trowbridge, Wiltshire BA14 8NN

£115,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

For further details visit
strakers.co.uk or call 01225 617 030

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



04

47 Bruce Street
Swindon, Wiltshire SN2 2EL

£150,000+
Guide Price (Plus Fees*)

Investment property comprising 3 x 1 bedroom flats with good size rear garden. All three flats need some modernisation.

There is a communal entrance hall. The ground floor flat comprises; living room, kitchen, bedroom with door to garden and shower room. The first floor studio comprises; kitchen, bedroom and shower room. The duplex studio comprises; entrance hall, kitchen, shower room and stairs up to bedroom/living room. There is double glazing and gas heating.

There is a good size rear garden laid mainly to artificial lawn and patio. There are double gates to the rear providing access to the off road parking. On street parking available on a 'first come first served' basis.

Energy Performance Certificate
Band C

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

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



Mixed use town centre investment property comprising a takeaway on the ground floor and a large duplex flat above. The property is vacant and requires modernisation. Large garden to the rear.

The Grade II listed property comprises on the ground floor; serving area, kitchen area, prep area and store room. Separate entrance to the flat which comprises on the first floor; landing, living room, kitchen/dining room, bathroom, WC and bedroom. and on the second floor; 2 large bedrooms. The flat has gas heating.

There is a large rear garden laid to lawn and hardstanding which could have future development potential (subject to consents). Town centre parking is available nearby.

05

4 & 4a High Street
Melksham, Wiltshire SN12 6JU

£135,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band B & D

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

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



06

8 Abdon Close
Chitterne, Warminster, Wiltshire BA12 0LB

£135,000+
Guide Price (Plus Fees*)

3 Bedroom semi-detached house situated at the end of a cul-de-sac and in need of modernisation. Ideal investment.

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

There is a large front garden laid to lawn with potential to create off road parking (subject to consents). Further gardens at the side and rear with mature trees/shrubs. The property backs onto open farmland and has the potential to extend at the side/rear (subject to consents).

Energy Performance Certificate
Band E

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

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



5 Bedroom HMO situated in a mature area of Swindon within easy reach of local amenities, GWH hospital and the M4 motorway. The property is currently fully let, generating an annual income of £31,200. Ideal investment.

The accommodation comprises on the ground floor; entrance porch, entrance hall, kitchen/dining room with door to the garden, shower room and 2 bedrooms. On the first floor; landing, 1 bedroom with ensuite, 2 further bedrooms, shower room and separate WC. The property has gas heating and double glazing.

The rear garden is laid mainly to patio with a secure metal garden bicycle shed, the front garden is laid to lawn with pathway to front door. On street parking is available nearby on a 'first come first served' basis.

 Energy Performance Certificate Band C

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

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

07 

607 Queens Drive 
Swindon, Wiltshire SN3 1AY

£230,000+ 
Guide Price (Plus Fees*)



08



6 Little Down

Chippenham, Wiltshire SN14 0DW



£140,000+

Guide Price (Plus Fees*)

3 Bedroom end-terrace house situated in a well established area of Chippenham on the west side of town. The property is in need of modernisation. Ideal first time buy or investment.

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

The front garden is laid mainly to lawn with pathway to front door. The rear garden has a range of mature shrubs with pathway to front door and 1x parking space. Further on street parking available nearby on a 'first come first served' basis.



Energy Performance Certificate
Band C



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

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



Village building plot with consent for a 3/4 bedroom detached house with GIA about 137m² (1,482ft²). Popular village location.

Planning consent was granted by Wiltshire Council under Application No PL/2025/08476 on the 12th May 2026. The approved plans comprise on the ground floor; entrance hall, lounge, open plan kitchen/dining/family room, utility room and cloakroom. On the first floor; landing, principle bedroom with en-suite, 2 further bedrooms, study/bedroom and a bathroom. Parking for a couple of cars and a rear garden.

The extent of the plot is shown edged red for identification purposes on plan.

09 

Building Plot at High Street 
Worton, Devizes, Wiltshire SN10 5RU

£90,000+ 
Guide Price (Plus Fees*)

 Energy Performance Certificate
N/A

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

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



10 Bedroom detached house formally used as a guest house/bed & breakfast. In need of modernisation with further development potential in the garden.

Upper Chelworth Green is a highly sought-after rural hamlet nestled on the Wiltshire/Gloucestershire border, just a short drive from the historic market town of Cricklade. Surrounded by attractive countryside, the area offers an idyllic setting with an abundance of walking, cycling and riding routes on the doorstep, whilst remaining well connected for everyday amenities.

Cricklade, about 3 miles away, provides a comprehensive range of facilities including independent shops, supermarkets, cafés, pubs, primary and secondary schooling, healthcare services and leisure facilities.

⊕ Energy Performance Certificate
TBC

Cirencester, Swindon and Malmesbury are all within easy reach, offering shopping, dining and recreational opportunities.

The area benefits from excellent transport links, with the A419 providing convenient access to the M4 (Junction 15) to the south and the M5 to the north, making it an ideal location for commuters. Mainline rail services are available from Swindon and Kemble, offering direct connections to London Paddington in about one hour.

The accommodation comprises on the ground floor; entrance hall, games room, living room, dining room, family room, kitchen, breakfast area, utility room, shower room and rear hall. On the first floor; landing, 6 bedrooms with en-suites, 4 further bedrooms, shower room and bathroom. There is propane gas heating.

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

The farmhouse has been extended over the years and the accommodation can easily be altered and divided into a family home with annex.

At the front there is a sweeping gravel driveway with in and out entrances and space to park multiple vehicles and potential to create garaging. The large rear garden is mainly laid to lawn with an abundance of flower borders, shrubs and mature trees. In all the property extends to about 0.60 acre.

Due to the size of the garden and space to the side there could be future potential for a building plot (subject to planning). The extent of the property is shown edged red for identification purposes on the aerial photo.



10 

Upper Chelworth Farmhouse Chelworth Road 
Cricklade, Wiltshire SN6 6HD

£550,000+ 
Guide Price (Plus Fees*)

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



11

Flat 2, 19 Old Orchard Street
Bath, BA1 1JU

£145,000+
Guide Price (Plus Fees*)

1 Bedroom second floor flat situated on a quiet street in central Bath only a 5 minute walk from the railway station. Lovely communal large courtyard garden to the rear.

The accommodation comprises a shared entrance with one other flat, personal entrance hall with large cupboard off, living room, kitchen, bedroom and shower room. There is electric heating. The flat is leasehold with about 96 years left on the lease and a service charge of about £2,000pa.

The flat would make an ideal rental investment with a potential income of about £1,300pcm which equates to about £15,600pa.

Energy Performance Certificate
Band E

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

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



A mature 3 bedroom semi-detached house situated on a good size plot and in need of minor modernisation. Ideal investment.

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

Side access leads to the large rear garden which is laid to lawn. Potential to extend to the rear (subject to consents). The front garden is laid to lawn with mature trees and pathway to front door. On street parking is available on a 'first come first served' basis with potential to create off road parking (subject to consents).

12

72 Pitman Avenue
Trowbridge, Wiltshire BA14 0BZ

£125,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

For further details visit
strakers.co.uk or call 01225 617 030

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



13



32 Padfield Gardens
Melksham, Wiltshire SN12 6EQ



£150,000+
Guide Price (Plus Fees*)

Spacious 2 bedroom end-terrace bungalow situated on the outskirts of the market town of Melksham. The property is in need of modernisation throughout. Ideal investment or downsize.

The accommodation comprises; entrance hall, living room, kitchen, snug, utility cupboard, shower room (in first fix stage), 2 bedrooms and a shower room. The property has double glazing and gas heating.

The front garden is laid to gravel with driveway to the side. Further side gardens are laid to pavements and enclosed by a dwarf wall.



Energy Performance Certificate
Band D



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

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



Detached 3 bedroom house situated in a desirable location on a corner plot. In need of modernisation.

The accommodation comprises on the ground floor; entrance hall, lounge, kitchen, sun room, 2 utility rooms and a cloakroom. On the first floor; landing, 3 bedrooms and a bathroom. There is oil fired heating and we understand it is private drainage.

At the rear is a workshop which was formally a Post office but could be incorporated into the house or turned into garaging.

There are gardens to the front and rear along with ample parking for multiple cars. The property backs onto farmland at the rear.

14

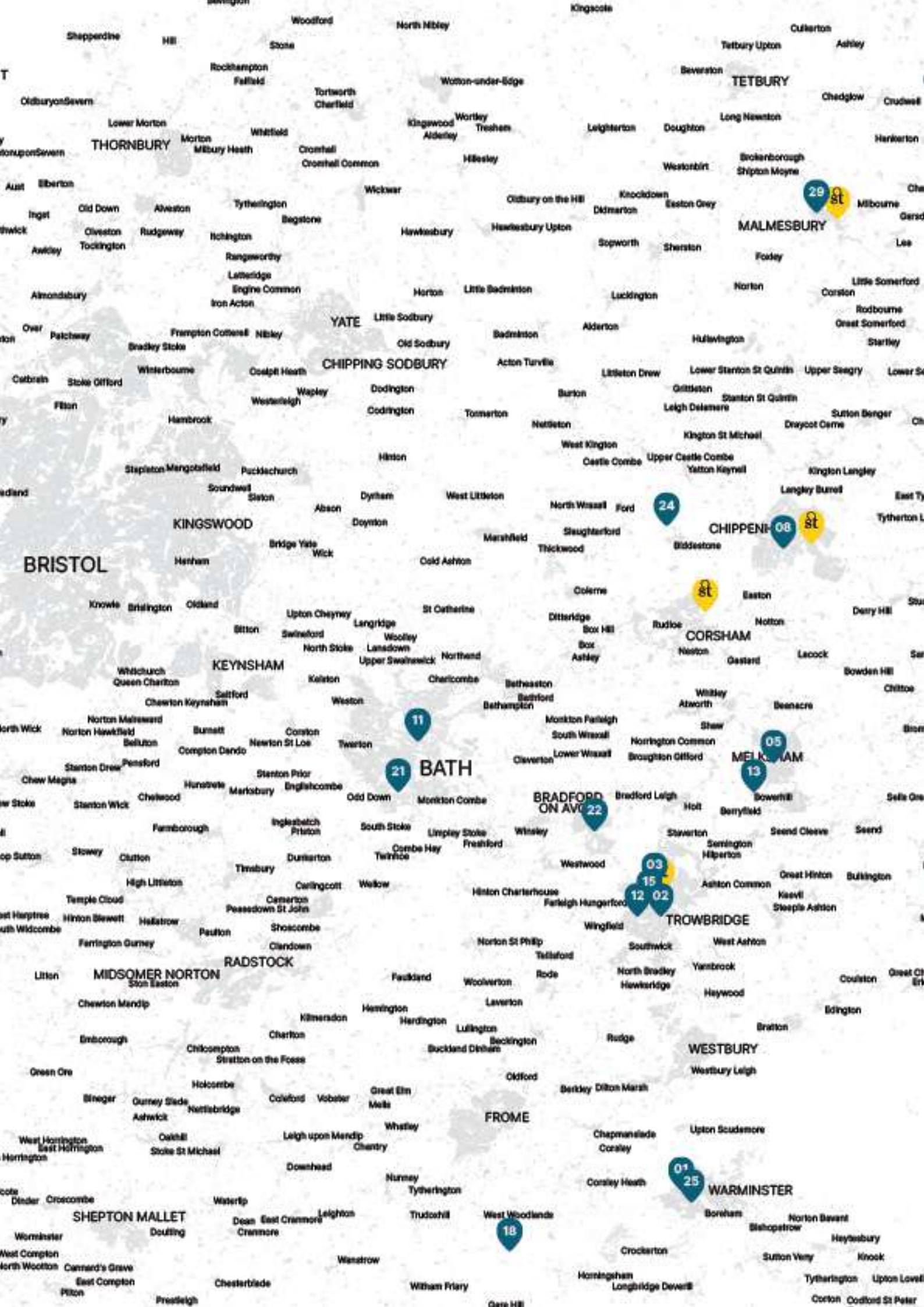
Coundon Eastcourt
Malmesbury, Wiltshire SN16 9HW

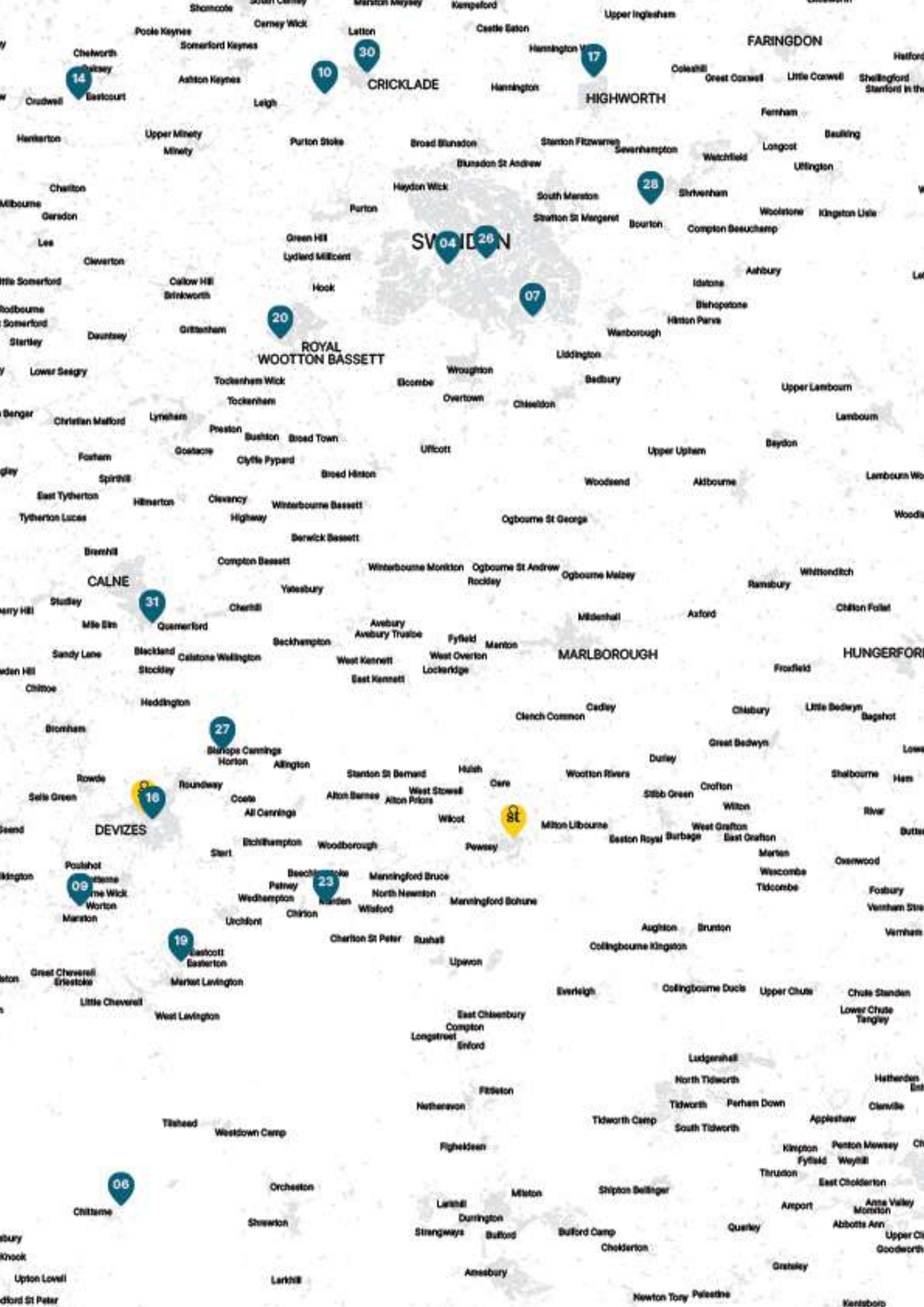
£380,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band E

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

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







15

57 Gloucester Road
Trowbridge, Wiltshire BA14 0AB

£100,000+
Guide Price (Plus Fees*)

2 Bedroom Victorian terraced house in need of modernisation and situated in an established residential area within easy reach of the town centre and mainline railway station. Ideal investment or first time buy.

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

The front courtyard garden is laid to patio. The large rear garden is laid mainly to lawn with some hardstanding areas. On street parking available on a 'first come first served' basis.

Energy Performance Certificate
TBC

For further details visit
strakers.co.uk or call 01225 617 030

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



1 Bedroom semi-detached cottage situated a short walk from Devizes town centre with its numerous amenities. The property is in need of modernisation throughout.

The accommodation comprises on the ground floor; open plan living/dining/kitchen with stairs to the first floor. On the first floor; landing, double bedroom and bathroom. There is electric heating and single glazed windows.

The cottage has a small enclosed garden with access over the neighbouring rear garden. On street parking is available on nearby streets on a 'first come first served' basis.

In good order the property should achieve annual rental income of about £9,000pa.

16

1 Balance Row, Southbroom Road
Devizes, Wiltshire SN10 5BN

£85,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
TBC

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

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



17

Unit 9, Blackworth Industrial Estate,
Highworth,, Swindon,, Wiltshire, SN6 7NA

£65,000+
Guide Price (Plus Fees*)

Modern industrial unit with offices in popular trading area being sold with vacant possession. About 154m² (1,658ft²) overall. Ideal investment opportunity or owner occupier.

The single storey unit has an overall frontage of 10.32m and depth of 14.93m. There are block build cloakrooms and a previous tenant has started erecting some office rooms. The unit has a height at the front of about 5.76m and the roller door is just over 4.7m high. There is mains drainage and water along with three phase electrics. The unit has ample parking to the front.

The leasehold unit has ** years remaining on the lease. There may be an option to extend the head lease for the whole estate for a further ** year term.

Energy Performance Certificate
Band E

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

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



2 Bedroom detached cottage situated in a rural position backing onto a wooded copse. In need of modernisation with scope to extend.

The cottage comprises on the ground floor; living room with dual aspect windows and lovely fireplace, openings through to a kitchen/breakfast room and a conservatory. On the first floor; landing, 2 double bedrooms and a bathroom. There is double glazing and electric heating.

There is a hardstanding parking area and various garden areas mainly laid to lawn with mature shrubs and borders. Useful stone outbuilding and scope for extending the cottage to the rear/side (subject to planning). The extent of the property measures about 0.2 acre.

18

Forest Cottage, 60 St. Algars
West Woodlands, Frome, Somerset BA11 5ER

£220,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band E

For further details visit
strakers.co.uk or call 01225 617 030

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



19



29 High Street

Easterton, Devizes, Wiltshire SN10 4PE



£125,000+

Guide Price (Plus Fees*)

Attractive 2 bedroom end terrace house situated on a good size plot in need of modernisation and in the popular village of Easterton. Ideal investment.

The accommodation comprises on the ground floor; entrance porch, living room, kitchen, dining room and store room. On the first floor; landing, bedroom and bathroom. On the second floor; 1 large bedroom with potential to split into two rooms. The property has partial double glazing.

The large side and rear gardens are laid mainly to lawn with mature shrubs and pathway to front door. There is potential to extend to the side/rear and create off road parking (subject to consents). On street parking is available on a 'first come first served' basis.



Energy Performance Certificate
Band G



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

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



3/4 Bedroom detached chalet style bungalow situated in this very popular road and on a good size plot. The property is in need of modernisation throughout. Ideal investment.

The accommodation comprises on the ground floor; entrance hall, living room, kitchen/breakfast room, dining room, study, 2 bedrooms and utility. On the first floor; landing, 2 bedrooms, dressing room and WC. The property has electric heating.

The property has a large driveway to the front providing off road parking for several cars leading to the large garage which shows some signs of movement and an area of lawn. The rear garden is mainly laid to lawn and patio with brick built covered seating area and garden store.

20 

1 Whitehill Lane 

Royal Wootton Bassett, Wiltshire SN4 7DA

£295,000+ 

Guide Price (Plus Fees*)

 Energy Performance Certificate
Band G

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

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



21



374 Wellsway
Bath, BA2 5RN



£165,000+
Guide Price (Plus Fees*)

Attractive 2 Bedroom semi-detached house for modernisation and within easy reach of Bath city centre with its numerous amenities. Ideal investment.

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

To the front are steps and a pathway to the front door and gated side access. The rear garden is fully enclosed with pathway and mixture of bushes. On street parking is available nearby on a 'first come first served' basis.



Energy Performance Certificate
Band D



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

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



A pair of terraced houses for modernisation situated in a quiet road just a short walk to Bradford on Avon town centre. Ideal investment and being sold together as one Lot.

The accommodation on the ground floor of both properties comprises; entrance hall, living room and kitchen with door to the garden. The first floor comprises, landing, 2 or 3 bedrooms and a bathroom to each property. Both properties have double glazing and gas central heating.

Both houses have small courtyard gardens with a useful undercroft storage areas. Parking is available in nearby roads on a 'first come, first served basis'.

22

31-32 St. Margarets Hill
Bradford-on-Avon, Wiltshire BA15 1DP

£330,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D&D

For further details visit
strakers.co.uk or call 01225 617 030

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



23



13 The Street

Marden, Devizes, Wiltshire SN10 3RQ



£175,000+

Guide Price (Plus Fees*)

Attractive 2 bedroom semi-detached red brick cottage for modernisation with potential to extend to side/rear (subject to consents). Lovely rural situation.

The accommodation comprises on the ground floor; living room, kitchen, dining room, rear hall and cloakroom. On the first floor; landing 2 double bedrooms and bathroom. The property has double glazing and oil fired central heating.

There are good size gardens to the front, side and rear with lawns and mature shrubs and hedging. Brick built workshop to rear of garden. On street parking is available.



Energy Performance Certificate
Band E



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

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



Level well draining paddock situated in a semi-rural position with residential properties nearby and within walking distance of the village of Biddestone.

The paddock which is shown edged red on the plan for identification purposes extends to about 3.26 acres. The land edged blue is being retained. There is a right of way from the entrance over the green hatched area and potential to create a new entrance in the future. A footpath runs along the eastern boundary.

There will be an overage provision in the legal pack with regards to any future development on the land.

24

Land at Slaughterford Road
Biddestone, Chippenham, Wiltshire SN14 7DB

£55,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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



 **25**

 **53 West Parade**
Warminster, Wiltshire BA12 8LY

 **£115,000+**
Guide Price (Plus Fees*)

3 Bedroom semi-detached house in a mature residential area in need of modernisation and situated on a large plot. Ideal investment or first time buy.

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

Gated side access lead to the large rear garden which is laid to a mixture of lawn and patio with a range of shrubs and trees. Potential to extend to the rear (subject to consents). Driveway parking to the front for 1 car with hardstanding area adjacent.

 Energy Performance Certificate
Band C

 For further details visit
strakers.co.uk or call 01225 617 030

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



A freehold investment opportunity comprising 2 x 1 bedroom flats in good order with parking to the rear.

The accommodation for the ground floor flat comprises; living room, bedroom, kitchen/breakfast room, shower room and study. The first floor flat comprises; landing, living room, kitchen/breakfast room, bedroom and shower room.

Both flats are accessed via a communal entrance hall and have double glazing and gas heating.

To the rear of the property is a small garden and off road parking for 1 vehicle. Further on street parking is available on a 'first come first served' basis.

26

64 Beatrice Street
Swindon, Wiltshire SN2 1BJ

£134,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



27

Pipp Lane, The Street
Bishop's Cannings, Devizes, Wiltshire SN10 2LD

£225,000+
Guide Price (Plus Fees*)

Individual 3 bedroom detached cottage in need of modernisation with double garage/workshop situated on a good size plot within the sought after village of Bishop's Cannings. Ideal investment.

The accommodation comprises on the ground floor; entrance porch, hallway, dual aspect living/dining room, kitchen, utility room, boiler room and bathroom. On the first floor; landing, principle bedroom with ensuite and 2 further bedrooms. The property has part double glazing and oil fired heating.

There is a large driveway to the side of the property which leads down to the double garage/workshop. The remainder of the rear garden is mainly laid to patio with hedge borders. The front garden is laid to lawn with pathway to front door.

Energy Performance Certificate
TBC

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

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



Dutch barn with consent for residential conversion with stunning views over surrounding farmland.

Consent was granted by Vale of White Horse District Council on 7th December 2020 under App No P20/V0295/FUL and the proposed accommodation comprises on the ground floor; living/ kitchen area, 2 further reception rooms, wine store, utility room, boot room and w.c. On the first floor; landing, 4 bedrooms with en-suites, study/bed 5 and a bathroom. The internal floor area measures about 4,628ft² (430m²).

The extent of the plot includes a good-sized garden, parking and a long driveway and it is shown edged red for identification purposes only on the aerial photo, it extends to about 0.70 acre.

28

Barn 4 at Lowerfield Farm, Lower Bourton
Swindon, Wiltshire SN6 8HT

£235,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
N/A

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

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



29



13 Parklands

Malmesbury, Wiltshire SN16 0QH



£105,000+

Guide Price (Plus Fees*)

2 Bedroom mid-terrace bungalow situated in this popular town of Malmesbury and in need of updating. Ideal investment or downsize.

The accommodation comprises; entrance hall, living room, kitchen, 2 bedrooms and a bathroom. The property has electric heating and double glazing.

Externally, there is a small garden to the front with pathway to front door. To the rear is a brick built store and fair size garden with patio area. On street parking nearby.



Energy Performance Certificate
Band D



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

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



3 Bedroom semi-detached house of non-standard construction for modernisation. Situated on a large plot in the popular market town of Cricklade. Ideal investment.

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

The front garden is laid to lawn with a range of mature trees with driveway parking for several cars and side access to rear garden which is mainly laid to lawn.

30

2 Thames Close
Cricklade, Wiltshire SN6 6BJ

£110,000+
Guide Price (Plus Fees*)

Energy Performance Certificate
Band D

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

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



31



191 Quemerford
Calne, Wiltshire SN11 8JX



£145,000+
Guide Price (Plus Fees*)

Period 3 bedroom cottage in need of modernisation and situated in the popular Quemerford area. Ideal investment.

The accommodation comprises on the ground floor; living/dining room, inner hallway, kitchen, bathroom and utility room. On the first floor; landing and 3 good size bedrooms. The property has partial double glazing.

There is a driveway providing off road parking for 2 cars to the front. The large rear garden is laid mainly to lawn with a range of mature shrubs and backing on to countryside. Several garden sheds.



Energy Performance Certificate
Band E



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

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



Buckley Place is an impressive development of 3, 4 and 5 bedroom stunning new homes in the beautiful Wiltshire village of Hullavington. Blending the best of rural tranquillity and modern convenience, Buckley Place is the perfect place to call home.

Bovis Homes 
Est. 1885

01666 829 292
malmesbury@strakers.co.uk

01249 652 717
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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 G9.3:

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

AML

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 ACTIONS 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

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

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

CATALOGUE

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

COMPLETION

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

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION: (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or (b) if CONTRACTS are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or 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.

INTEREST RATE

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.

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS

ARREARS due under any of the TENANCIES that are not "new tenancies" as defined by the *Landlord and Tenant (Covenants) Act 1995*.

PARTICULARS

The section of the CATALOGUE 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).

PRICE

The price (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by completion, then those outstanding FINANCIAL CHARGES do not prevent the SELLER from being ready to complete.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM, 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 with 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.

SELLER

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

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

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

TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

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

TUPE

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

VAT

Value added tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

WEBSITE

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.

AUCTION ENTRANCE FEE

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

AUCTION OPERATION GUIDE

A document(s) that outlines the AUCTION process in its entirety, for both BUYERS and SELLERS. The document can be found on the AUCTIONEER'S WEBSITE or on request.

BIDDER SECURITY FEE

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

DEPOSIT

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

ONLINE BIDDING PROCESS

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

RESERVE

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

SUCCESSFUL BID (AND SUCCESSFUL BIDDER)

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

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.

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 why.

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

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

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

A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, YOU take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION, and it is YOUR responsibility to check that YOU have the correct versions.

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

A5 The CONTRACT

A5.1 A successful bid is one WE accept as such. 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:

i – 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:

- (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 again; 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 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 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 under the CONTRACT, then:

- (a) YOU are personally liable to buy the LOT even if you are acting as an agent and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.8 Where the BUYER is a company, YOU warrant that the BUYER is properly constituted and able to buy the LOT.

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.

Additions

A2.6 YOU accept and acknowledge that WE will use reasonable care to provide the online AUCTION platform. In the event that a situation or situations arise that affect the running of the ONLINE AUCTION platform, we may at OUR absolute discretion suspend or cancel the AUCTION and declare any or all results of the ONLINE AUCTION as null and void without any liability on the

part of US or OUR third party providers of the ONLINE AUCTION platform. OUR decision in these situations is final and WE do not have to give any reasons for OUR actions.

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

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

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

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

A5.9 The AUCTION ENTRANCE FEE

- (a) is to be held by US (or, at OUR option, the SELLER'S conveyancer)
- (b) is to be held as stakeholder where VAT would be chargeable on the DEPOSIT were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and
- (c) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) on an APPROVED FINANCIAL INSTITUTION. condition A6 may state if WE accept any other form of payment.
- (d) YOU accept and agree that the AUCTION ENTRANCE FEE (comprised of the BIDDER SECURITY and ADMINISTRATION FEE) is deemed non-refundable if you are the successful bidder at the fall of the electronic gavel and that it will be released back (or returned) to YOU should YOU be unsuccessful;
- (e) the BIDDER SECURITY element of the AUCTION ENTRANCE FEE shall be used to make a partial payment of the DEPOSIT due;
- (f) the ADMINISTRATION FEE element of the AUCTION ENTRANCE FEE shall be paid to and retained by the AUCTIONEERS.

A5.10 Within the period specified in the AUCTION OPERATION GUIDE of the auction closing, the DEPOSIT or balance of DEPOSIT due, (usually 10% of the SALE PRICE) must be paid by YOU via electronic TRANSFER or bank TRANSFER to the AUCTIONEERS.

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

G1 The LOT

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

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

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

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
- (c) notices, orders, demands, proposals and requirements of any competent authority
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
- (e) rights, easements, quasi-easements, and wayleaves
- (f) outgoings and other liabilities
- (g) any interest which overrides, under the *Land Registration Act* 2002
- (h) matters that ought to be disclosed by the searches and 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.

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 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 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 (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:

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER and

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

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to transfer the LOT to anyone other than the BUYER, or by more than one TRANSFER.

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

(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant

(b) the form of new lease is that described by the SPECIAL CONDITIONS and

(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is:

(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 conditions.

G6.3 Payment is to be made in pounds sterling and only by:

(a) direct transfer from the BUYER'S conveyancer to the SELLER'S conveyancer and

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

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

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default, it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable, the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given), making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

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

(a) terminate the CONTRACT;

(b) claim the DEPOSIT and any interest on it if held by a stakeholder

(c) forfeit the DEPOSIT and any interest on it

(d) resell the LOT and

(e) claim damages from the BUYER.

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

(a) terminate the CONTRACT and

(b) recover the DEPOSIT and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

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 lawfully required by the landlord).

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 or BUYER for breach of this CONDITION (G9).

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default, the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11, the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:

(a) the BUYER is liable to pay interest and

(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:

(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made

(b) annual income and expenditure 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 those ARREARS are given in the SPECIAL CONDITIONS.

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

Part 2 - BUYER to pay 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:

(a) so state or

(b) give no details of any ARREARS.

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the SELLER, assign to the SELLER

or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order

(e) not without the consent of the SELLER, release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due and

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS, obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION (G11).

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

G12 Management

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

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

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

(a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in 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 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.

G14 VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made, the SELLER confirms that none has been made by 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:

(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 intends to:

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

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

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

G16 Capital allowances

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

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

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

G16.4 The SELLER and BUYER agree:

- (a) 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 Act 1987*.

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

G19 Sale by PRACTITIONER

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

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

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

G19.4 The LOT is sold:

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

G19.5 Where relevant:

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

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

G20 TUPE

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

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

- (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the 'transferring employees'). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that 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 condition of the LOT.

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

G22 Service Charge

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

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

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

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

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

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when 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.

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

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

G23 Rent reviews

G23.1 This CONDITION (G23) applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

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

G23.4 The SELLER must promptly:

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

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

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

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION, the increased rent and any interest recoverable is to be treated as 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 themselves as a party to any proceedings
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY), account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

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

G25 Warranties

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

G25.2 Where a warranty is assignable, the SELLER must:

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

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

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

G26 No assignment

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

G27 Registration at the Land Registry

G27.1 This CONDITION (G27.1) applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at 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 themselves 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:

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

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

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

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

G29 Contracts (Rights of Third Parties) Act 1999

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



01249 765 200
auctions@strakers.co.uk

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		
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Auction Date						
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Property Address	

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

Seller's Address	

Buyer's Name(s)	

Buyer's Address	

Buyer's Phone Number									
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Buyer's Solicitors Firm	

Buyer's Solicitors Contact Name	

Buyer's Solicitors Address	

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

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



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