

**AUCTION
HOUSE**

SOUTH WALES

**AUCTION
HOUSE
COMMERCIAL**

**Thursday
11th July 2019
7.00pm**

Village Hotel
29 Pendwyallt Road
Coryton
Cardiff CF14 7EF



AUCTION VENUE

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AUCTIONEER'S MESSAGE



Welcome to our July auction

One of Wales' best-known property auctioneers, Marc Morrish, has become the new face of Wales' fastest growing land, commercial and residential property auctioneers – Auction House South Wales.

Mr Morrish, aged 41 from Penarth, is a regular on the Welsh language property show, Ar Werth, where he was seen successfully auctioning a Cardiff property for £1.6 million – still the largest single property sold by a Welsh auctioneer, beating the record that he already held.

With more than two decades experience in estate agency and property sales, including the last nine years as an auctioneer, Mr Morrish brings huge expertise and professionalism to the auction room of Auction House South Wales.

Specialists in both residential and commercial properties, Auction House South Wales combines the strength of a national brand with on the ground, detailed local knowledge and expertise. It is the fastest growing auction house in the area, with a conversion rate of around 70% and completing sales totalling more than £12million in 2018 – a 47% growth on the previous year.

Marc Morrish, director and auctioneer at Auction House South Wales, said: "Auction House has become a major player in Wales very quickly and I am excited to be joining the business both as a director and as its auctioneer. The auction room is at the heart of a good auction business and I am looking forward to introducing myself as the new Auction House auctioneer on 11 July. My immediate focus is to further strengthen our position in Cardiff from our office in Mount Stuart Square."

Welcoming Marc to the team, Auction House South Wales managing director, Mick Haywood said: "We experienced fantastic growth last year. Marc's appointment will cement our position as the place to buy and sell residential and high street properties, building on our strength as a property auctioneer."

We are now taking entries for our next auction. Please call 02920 475184 or 01633 212555

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an administration charge of 0.25% or a minimum of £594.00 (£495.00+VAT) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.



Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



Buyers Premium Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit – see individual property details.



Deposit When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



Disbursements Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



Energy Performance Certificates (EPCs) Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at auctionhouse.co.uk.



General Data Protection Regulations (GDPR) This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website www.auctionhouse.co.uk/southwales.



***Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



Insurance On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



Plans, Maps and Photographs The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



Proof of Identification In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



Reserve Price Each property will be offered subject to a reserve price which we expect will be set within the guide price range or 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. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



Solicitors Details The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website auctionhouse.co.uk All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



The Contract The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



The Legal Aspect Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



Viewing Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

ORDER OF SALE

Thursday 11th July 2019 7.00pm

Village Hotel, 29 Pendwyallt Road, Coryton, Cardiff CF14 7EF

| LOT | ADDRESS | *GUIDE PRICE | LOT TYPE |
|-----|---|--------------|-----------------------------|
| 1 | 81 Park Street, Clydach Vale, Tonypandy, Rhondda Cynon Taff CF40 2BU | £25,000+ | Residential for Improvement |
| 2 | 83 Mount Pleasant, Swansea SA4 3EW | £60,000+ | Residential |
| 3 | 49 Quay Street, Haverfordwest, Pembrokeshire SA61 1BE | £100,000+ | Residential |
| 4 | 145-146 High Street, Abersychan, Torfaen NP4 7AB | £38,000+ | Commercial |
| 5 | 46-47 High Street, Newport NP20 1GA | £435,000+ | Commercial Investment |
| 6 | 66 New Street, Ferndale, Rhondda Cynon Taff CF43 4SW | £28,000+ | Residential for Improvement |
| 7 | Flat 1, Gwalia, Main Street, Goodwick, Pembrokeshire SA64 0BN | POSTPONED | Residential |
| 8 | 90 Claude Road, Roath, Cardiff CF24 3QB | £215,000+ | Residential Investment |
| 9 | Bethany Chapel, Station Road, Bethany Square, Port Talbot, Neath Port Talbot SA13 1LX | £65,000+ | Chapel |
| 10 | 202 High Street, Blackwood NP12 1AJ | £75,000+ | Commercial |
| 11 | Rear Workshop, High Street, Pontardawe, Swansea SA8 4HU | £64,000+ | Workshop |
| 12 | Land at Duffryn Street, Ferndale, Rhondda Cynon Taff CF43 4ES | £40,000+ | Plots/Building Land |
| 13 | Perch Buildings, 9 Mount Stuart Square, Cardiff CF10 5EE | SOLD PRIOR | Mixed Use |
| 14 | 24 Heol Tyddyn, Caerphilly CF83 1TG | £80,000+ | Residential |
| 15 | Flat 6 The Lamp House, Winding Wheel Lane, Hengoed, Caerphilly CF82 6AQ | £60,000+ | Residential |
| 16 | Flat 3 Washington House, Stanwell Road, Penarth, The Vale of Glamorgan CF64 2AE | £65,000+ | Residential |
| 17 | 4 Hill Street, Haverfordwest, Pembrokeshire SA61 1QQ | £100,000+ | Residential for Improvement |
| 18 | 48 Portfield Gate, Haverfordwest, Pembrokeshire SA62 3LS | SOLD PRIOR | Commercial |
| 19 | 21 Penylan Road, Cardiff CF24 3PG | £230,000+ | Investment |
| 20 | 61 Peniel Green Road, Llansamlet, Swansea SA7 9AP | £45,000+ | Residential |
| 21 | 39 Hendrefoilan Road, Sketty, Swansea SA2 9LT | £160,000+ | Residential |
| 22 | 3 Penshannel, Neath Abbey, Neath, Neath Port Talbot SA10 6PG | £80,000+ | Residential |
| 23 | Streets Brasserie, 4 Broad Street, Barry, The Vale of Glamorgan CF62 7AA | £180,000+ | Mixed Use |
| 24 | 16 Clydach Dingle, Clydach, Brynmawr, Blaenau Gwent NP23 4SR | £275,000+ | Residential for Improvement |
| 25 | The Coach House, To The Rear Of 95 Pontcanna Street, Pontcanna, Cardiff CF11 9HS | £65,000+ | Development Opportunity |
| 26 | Dinas Noddfa Chapel, Dinas Street, Plasmarl, Swansea SA6 8LJ | £150,000+ | Chapel |
| 27 | 42A 42B Meyrick Street, Pembroke Dock, SA72 6AT | £36,000+ | Residential for Improvement |
| 28 | 16 Highland Place, Ogmore Vale, Bridgend CF32 7DD | £68,000+ | Residential |
| 29 | The Croft, King Street, Brynmawr, Blaenau Gwent NP23 4SU | £85,000+ | Residential for Improvement |
| 30 | 22 Heol Gwili, Llansamlet, Swansea SA7 9XU | SOLD PRIOR | Residential for Improvement |
| 31 | 55 Pentwyn Avenue, Mountain Ash, Rhondda Cynon Taff CF45 4YE | £20,000+ | Residential for Improvement |
| 32 | 16A Corpus Christi Lane, Ross on Wye, Herefordshire HR9 7AE | £90,000+ | Residential |
| 33 | 28, 29 & 30 Church Street, Abertillery, Blaenau Gwent NP13 1DB | £128,000+ | Mixed Use |
| 34 | 26 High Street, Bargoed, Caerphilly CF81 8RB | £23,000+ | Commercial |
| 35 | 9 Panama Court, Jamaica Grove, Newport NP10 8AJ | £79,000+ | Residential |
| 36 | 37 Coed Mieri, Pontyclun, Rhondda Cynon Taff CF72 9UW | £120,000+ | Residential |

***Description on Auction Information page**



Residential For Improvement

81 Park Street, Clydach Vale, Tonypandy, Rhondda Cynon Taff CF40 2BU

***GUIDE PRICE:**

£25,000 + (plus fees)

Mid terraced two storey house in need of updating and is currently let at £87.50 per week payable every 4 weeks on an assured short hold tenancy agreement dated 1st December 2017. Please refer to the legal pack for further information.

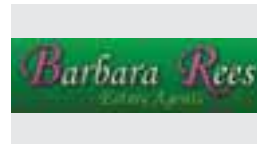
Located in the Clydach Vale area of Tonypandy which has a good range of local amenities and transport links to Cardiff and the M4.

Ground Floor: Entrance hall, lounge/diner, kitchen and bathroom.

First Floor: Three bedrooms.

Outside: Rear garden.

NB: There are NO internal viewings available on the property.



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Deborah Reynolds & Co Solicitors, 31 Gelli Road, Gelli, CF41 7LY. Tel: 01443 440888.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

*Description on Auction Information page



Residential

83 Mount Pleasant, Swansea SA4 3EW

***GUIDE PRICE:**

£60,000 + (plus fees)

Four Bed House In Need Of Refurbishment

Four bedroom semi detached property in need of refurbishment throughout offering great potential for a builder / developer.

Located in a sought after area of Gowerton to the west of Swansea and within easy access to the beaches at The Gower. Gowerton also has a local train station and the M4 can be accessed at Junction 47.

Ground Floor: Entrance hall, kitchen, lounge, dining room and bathroom.

First Floor: Four bedrooms.

Outside: Front and rear gardens.

Viewing Schedule:

Viewing via Purplebricks website.

Tenure: See Legal Pack

Local Authority: City and County of Swansea Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, Tyne and Wear, NE8 1EB. Tel: 01914 821152.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £2200 inc VAT payable on exchange of contracts.

Administration Charge: £900 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Residential

3

49 Quay Street, Haverfordwest, Pembrokeshire SA61 1BE

***GUIDE PRICE:**

£100,000 + (plus fees)

Detached Cottage

Two bedroom detached cottage located in the town centre of Haverfordwest with wonderful river views.

Externally the property is approached via steps with the patio area to the front and further narrow steps leading up to a small garden behind the property.

Ground Floor: Lounge, dining room, kitchen and wc.

First Floor: Two bedrooms and en-suite shower room.

Outside: Small rear garden.

Viewing Schedule:

Friday 21st June 13.00-13.30

Friday 28th June 13.00-13.30

Friday 5th July 13.00-13.30



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Star Legal Solicitors, 35 High Street, Haverfordwest, SA61 2BW. Tel: 01437 762321. Ref: Sarah Purbrick.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Commercial

4

145-146 High Street, Abersychan, Torfaen NP4 7AB

***GUIDE PRICE:**

£38,000 + (plus fees)

Residential Development Opportunity

A residential development opportunity located on High Street in Abersychan. Abersychan is a busy village with Pontypool located some 2.5 miles to the south.

The existing buildings are fire damaged but comprises of an end of terrace property on Lower Ground, Ground and First Floor levels. There is a detached single storey building on site which we understand was most recently used for a cafe/gym. The buildings are situated on a large site which has been used for parking.

Planning: The property is being sold with the benefit of No.2 Planning applications:

17/P/0772/FUL - Demolition of existing garage and erection of a pair of 3-bed semi detached dwellings and one 3-bed detached dwelling.

18/P/0436/FUL - Conversion of existing property into self contained flats. (No.8 flats).

Full details of both applications can be viewed at : <https://www.torfaen.gov.uk>

Viewing Schedule: External viewing only.



Tenure: See Legal Pack

Local Authority: Torfaen County Borough Council

Solicitors: Bramsdon and Childs, 141 Elm Grove, Southsea, PO5 1HR. Tel: 023 92821251.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page

46-47 High Street, Newport NP20 1GA

*GUIDE PRICE: **£435,000+** (plus fees)**Commercial Investment income producing £60,200 p.a**

A substantial Grade II listed 5 storey mid terraced commercial building was constructed in the 1890's with bathstone elevations under a slate mansard roof. A modern glazed frontage has been installed to the ground floor.

The Property, measuring over 8,000 sq ft, with an internal passenger lift, is located in the heart of Newport City Centre and benefits from all the amenities within the city. Newport Market is located opposite the property where there is a planned £12 million redevelopment which would create 300 jobs and include a tech-hub and flats whilst retaining the market and food-hall.

Accommodation:

| | | |
|---------------|------------|-------------|
| Ground Floor: | 199.5 sq m | 2,147 sq ft |
| Basement: | 143.3 sq m | 1,547 sq ft |
| First Floor: | 227.2 sq m | 2,445 sq ft |
| Second Floor: | 173.1 sq m | 1,863 sq ft |
| Third Floor: | 57.6 sq m | 620 sq ft |
| Total: | 800.7 sq m | 8,622 sq ft |

Tenancy:

The Basement and Ground floor are occupied by Career Choices Dewis Gyrfa Ltd (Careers Wales), a wholly owned subsidiary of the Welsh Government, at a rent of £35,000 per annum. CCDG have a lease for a term of 10 years from 17 April 2019.

CCDG are also in occupation on the first floor of the property on a lease from 1 May 2019 for a term of 4 months at a rent of £1,500 per calendar month.

The Second floor is let to Adventure Digital on a 12 month lease from the 13th June 2019 at a rent of £7,200 per annum.

Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: McTaggart, 36a Park Place, Cardiff, CF10 3BB. Tel: 02920234092.

Energy Performance Certificate (EPC): This Property is Grade II listed

Total Rents Received equate to £60,200 per annum.
Please refer to legal pack for full documentation.

Potential:

There is a lack of quality office accommodation within the City Centre, the property has the potential to create additional income from the office accommodation.

There is the potential to convert the upper floors to residential, subject to obtaining the necessary planning consents. The current owner has purposely allowed short term lettings on the first and second floors should the purchaser want to work a residential scheme.

VAT:

VAT will be payable on the purchase price.

Viewing Schedule:

Viewing by prior appointment.

**Additional Fees**

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Residential For Improvement

66 New Street, Ferndale, Rhondda Cynon Taff CF43 4SW

***GUIDE PRICE:**

£28,000 + (plus fees)

House In Need Of Renovation

Mid terraced two storey house in need of renovation. The property still requires extensive improvements. Located in Ferndale with good access to the A470, Pontypridd and Cardiff.

Planning permissions has been granted for a two storey extension to the rear. Planning ref no. 17/0682/10. All prospective purchasers are advised to contact Rhondda Cynon Taff County Borough Council regarding any planning permissions.

Ground Floor: Lounge and kitchen.

First Floor: Open area with part stud walls.

Outside: Rear garden with storage shed.

Viewing Schedule:

Tuesday 25th June 14.00-14.30

Tuesday 2nd July 14.00-14.30

Tuesday 9th July 14.00-14.30

Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Richard Thomas, Richard Thomas Solicitors, 14 The Strand, Ferndale, CF43 4LY. Tel: 01443 757738.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Residential

Flat 1, Gwalia, Main Street, Goodwick, Pembrokeshire SA64 0BN

***GUIDE PRICE:**

£35,000 + (plus fees)

Buy To Let Opportunity

First and second floor two bedroom maisonette located in the Goodwick area of Fishguard with views over the harbour.

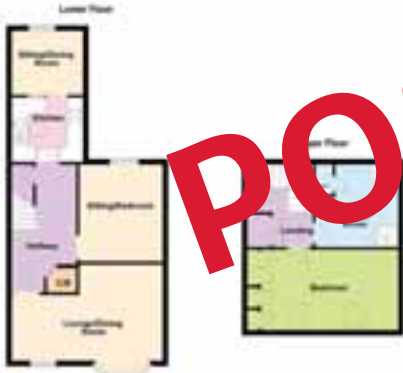
First Floor: entrance hall, lounge, kitchen, dining room and bedroom.

Second Floor: bedroom and shower room.

Viewing Schedule:

Thursday 27th June 4pm-4.30pm

Thursday 4th July 4pm-4.30pm



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Haines and Lewis (Haverfordwest), Pennffynnon, Hawthorn Rise, Haverfordwest, SA61 2BQ. Tel: 0345 408 0125. Ref: Nicola Gwynn.

Energy Performance Certificate (EPC): Current Rating F

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



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*Description on Auction Information page

90 Claude Road, Roath, Cardiff CF24 3QB

***GUIDE PRICE: £215,000 + (plus fees)**



Residential Investment In Popular Location

A three storey mid terraced property comprising of a one bedroom flat and a studio flat to the ground floor, with a four bedroom maisonette set over the first and second floors. To the rear of the building is a generous sized garage with the potential of increasing the income from letting of the garage. The property is also HMO Licensed.

The property is located close to local shops, boutiques, restaurants and bars at Albany Road/Wellfield Road. The City Centre and Cardiff University are also within walking distance of the building.

Lower Ground Floor: Cellar.

Ground Floor: Hallway.

Flat 1: Lounge, bedroom, kitchen and bathroom.

Flat 2: Lounge/kitchen/bedroom, bathroom and separate w.c.

First Floor:

Flat 3: Communal lounge/kitchen, two bedrooms, bathroom and w.c.

Second Floor: Two further bedrooms and additional kitchen.

Outside: Forecourt, garden to rear. Substantial garage.

Tenancies:

Flat 1: Currently let on an AST at £450 pcm

Flat 2: Currently let on an AST at £340 pcm

Flat 3: Currently let on an AST at £1010 pcm

NB. Please refer to legal pack for tenancy income breakdown of Flat 3.

Therefore the current monthly income is £1800 pcm, making the total current annual income of £21,600 per annum.

The property income offers scope for betterment in our opinion in line with market rents and letting of the garage.

Viewing Schedule:

Monday 24th June 12.00-12.45

Monday 1st July 12.00-12.45

Monday 8th July 12.00-12.45

Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: Alan Simons Solicitors, 5 Bradenham Place, Penarth, Vale of Glamorgan, CF64 5RH. Tel: 02920 703991. Ref: Rob Wilcox.

Energy Performance Certificate (EPC): Current Rating C,C,E

Additional Fees

Buyer's Premium: 0.3% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Chapel

Bethany Chapel, Station Road, Bethany Square, Port Talbot SA13 1LX

***GUIDE PRICE:**

£65,000 + (plus fees)

Former Chapel for Redevelopment

Located on Bethany Square at the junction of Station Road and Forge Road in the centre of Port Talbot Town Centre lies this Grade II listed former chapel which was constructed in the early part of the 20th Century. The front elevation is of sneck rock-faced stone with sandstone dressings, under a slate roof with wide boarded eaves.

The entrance from Station Road is reached by 2 tiers of wide stone steps bounded by snecked stone side walls with heavily moulded copings.

The chapel was extended to the rear with the addition of one bay and a vestry.

The Chapel is substantial and would be suitable for a number of alternate uses, subject to obtaining the relevant planning consents.

Viewing Schedule:

Internal viewings are not available for this property.



Tenure: See Legal Pack

Local Authority: Neath Port Talbot County Borough Council

Solicitors: Star Legal, 4 Cricklade Court, Swindon, SN1 3EY. Tel: 01793 777007. Ref: David Brooks.

Energy Performance Certificate (EPC): This Property is Grade II listed

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Commercial

202 High Street, Blackwood, NP12 1AJ

***GUIDE PRICE:**

£75,000 + (plus fees)

Office/Retail Opportunity

Mid terraced retail unit with accommodation over two floors. The property comprises of a ground floor retail unit, small store and w.c to the rear.

The property is located at the lower end of the High Street in Blackwood Town Centre.

Floor Area:

| | |
|---------------------------------------|-----------------------|
| Ground Floor Retail | 31.7 sq m (341 sq ft) |
| Ground Floor Storage | 4.1 sq m (44 sq ft) |
| First Floor Office, Store and Kitchen | 27.7 sq m (298 sq ft) |

Viewing Schedule:

Tuesday 25th June 12.00-12.30

Tuesday 9th July 12.00-12.30

Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

Solicitors: Spicketts Batrick, 3 - 4 Gelliwastad Road, Pontypridd, CF37 2AU. Tel: 01443 407221. Ref: John Allison.

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



11

Workshop And Site

Rear Workshop, High Street, Swansea SA8 4HU

***GUIDE PRICE:**

£64,000 + (plus fees)

Workshop and Site

Located off High Street in Pontardawe this large workshop/garage measuring approximately 23 m depth, 14 m width with a total land area of approx 784 m (0.19 acres).

The building sits on a large plot which in part is used for parking.

The building itself would be suitable for a variety of uses (subject to planning).

Swansea City Centre is located approximately 10 miles to the South-West of the property and Junction 45 of the M4 Motorway is approximately 6 miles distant.

Viewing Schedule:

Viewing via Purplebricks website.



Local Authority: City and County of Swansea Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, Tyne and Wear, NE8 1EB. Tel: 01914 821152.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £2200 inc VAT payable on exchange of contracts.

Administration Charge: £900 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



12

Plots/Building Land

Land at Duffryn Street, Ferndale, Rhondda Cynon Taff CF43 4ES

***GUIDE PRICE:**

£40,000 + (plus fees)

Development Opportunity

A cleared freehold development site with planning permission for six town houses.

Planning ref no. 12/1215/10.

All prospective buyers are advised to contact Rhondda Cynon Taff County Borough Council regarding planning permissions.

The site is located in the Ferndale area at the junction of Duffryn Street/Oaklands Villas/Oakland Terrace on the A4233.

Viewing Schedule:

The site has open access. Appointment not required.



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

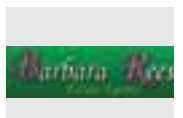
Solicitors: JCP Solicitors, The Pavilion, Cowbridge, CF71 7AB. Tel: 01446 776123. Ref: Richard Beech.

Energy Performance Certificate (EPC): Current Rating N/A

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



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*Description on Auction Information page



13

Mixed Use

Perch Buildings, 9 Mount Stuart Square, Cardiff CF10 5EE

*GUIDE PRICE:

Refer to Auctioneer

The property was sold prior to auction via sealed bids.

Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: Spencer Skuse & Potter, 17 Lambourne Crescent, Cardiff, CF14 5GF. Tel: 02920 487210. Ref: John Potter.

Energy Performance Certificate (EPC): Current Rating N/A

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



14

Residential

24 Heol Tyddyn, Caerphilly CF83 1TG

*GUIDE PRICE:

£80,000 + (plus fees)

Residential For Improvement

On behalf of LPA Receivers this modern two bedroom semi-detached house on ground and first floor levels which was constructed in 1998 by Mclean Homes is located on the popular Castle View development which located approximately 1.5 miles to the South-West of Caerphilly Town Centre.

Road communications are good to Cardiff via the A468 which connects to the A470.

Ground Floor: Entrance hall, lounge and kitchen.

First Floor: Master bedroom with en-suite, bedroom and family bathroom.

Outside: There is a driveway for 2 vehicles to the side of the property with front and rear garden.

Viewing Schedule:

Tuesday 25th June 11.00-11.30

Tuesday 2nd July 11.00-11.30

Tuesday 9th July 11.00-11.30



Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

Solicitors: Caroline Dixon, Ward Hadaway, The Observatory, Chapel Walks, Manchester, M2 1HL. Tel: 03301373232.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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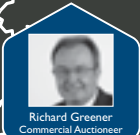
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15

Residential

Flat 6 The Lamp House, Winding Wheel Lane, Hengoed, Caerphilly CF82 6AQ

***GUIDE PRICE:**

£60,000 + (plus fees)

Investment Opportunity

Flat 6 forms part of a recent renovation of this Grade II listed former Lamp House which provides a total of 6 maisonettes. This two bedroom maisonette is located in the village of Penallta close to Hengoed in the Rhymney Valley.

The property is located on the former Penallta Colliery site which has seen recent residential development with stunning views over the borough of Caerphilly.

Ground Floor: Entrance hall, open plan living room/kitchen, wc and store.

First Floor: Two bedrooms, one with en-suite and family bathroom.

Outside: Allocated parking.

Viewing Schedule:

Tuesday 25th June 10.00-10.30

Tuesday 2nd July 10.00-10.30

Tuesday 9th July 10.00-10.30



Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

Solicitors: Clarion Solicitors, Elizabeth House, 13-19 Queen Street, Leeds, LS1 2TW. Tel: 0113 2460622.

Energy Performance Certificate (EPC): This Property is Grade II listed

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: £1080 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



16

Residential

Flat 3 Washington House, Stanwell Road, Penarth, The Vale of Glamorgan CF64 2AE

***GUIDE PRICE:**

£65,000 + (plus fees)

One Bedroom Apartment In Popular Location

A one bedroom ground floor converted apartment with an allocated parking space situated within a character stone built building benefiting from gas central heating (not tested) via a combination boiler. The property is located within the town centre close to local bars, restaurants, shops and other amenities.

Penarth has been voted in the top ten places to live in Wales, having a Victorian beachfront with promenade and pier and is also well positioned for access to Cardiff.

We feel the property would suit an investor or second home purchase.

Accommodation: Kitchen, lounge/dining room, bedroom and shower room.

Outside: Allocated parking space.

Viewing Schedule:

Monday 1st July 11.15-11.45

Monday 8th July 11.15-11.45



Tenure: See Legal Pack

Local Authority: Vale of Glamorgan Council

Solicitors: Alan Simons & Co, 5 Bradenham Place, Penarth, Vale of Glamorgan, CF64 2AG. Tel: 02920 703991.

Ref: Gianpiero Molinu.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

David Baker & Co.
Estate Agents & Chartered Surveyors
Est. Penarth 1969

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*Description on Auction Information page



17

Residential For Improvement

**4 Hill Street, Haverfordwest, Pembrokeshire
SA61 1QQ**

***GUIDE PRICE:**

£100,000 + (plus fees)

Investment Opportunity

Grade II Listed terrace house with commercial unit set within Haverfordwest Town.

This four bedroom home has adjoining retail unit which could be reinstated to the main dwelling subject to the necessary planning permission.

Shop: Separate entrance to shop with office and wc.

Ground Floor: Entrance hall, lounge, kitchen/breakfast room and shower room.

First Floor: Four bedrooms and bathroom.

Second Floor: Attic room.

Outside: Rear garden.

Viewing Schedule:

Friday 21st June 14.30-15.00

Friday 28th June 14.30-15.00

Friday 5th July 14.30-15.00



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Eaton, Evans & Morris Solicitors, 12 High Street, Haverfordwest, SA61 2DB. Tel: 01437 763383. Ref: Lucy Higgon.

Energy Performance Certificate (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



18

Commercial

**48 Portfield Gate, Haverfordwest, Pembrokeshire
SA62 3LS**

***GUIDE PRICE:**

£13,000 + (plus fees)

Investment Opportunity

Great investment opportunity in Haverfordwest within walking distance to shops and schools.

A single storey commercial unit with WC and outside yard.

Accommodation: Showroom and wc.

Viewing Schedule:

Friday 21st June 16.00-16.30

Friday 28th June 16.00-16.30



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Price and Sons, 33 Hill Lane, Haverfordwest, SA61 1PS. Tel: 01437 765331. Ref: David Hill.

Energy Performance Certificate (EPC): Current Rating G

Additional Fees

Buyer's Premium: £3000 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page

21 Penylan Road, Cardiff CF24 3PG

*GUIDE PRICE: **£230,000 +** (plus fees)



Mixed Use Investment In Popular Location

A three storey, well maintained mid terraced, mixed use investment property comprising of a ground floor convenience store, a one bedroom flat and a studio flat to the first floor with a one bedroom top floor flat above. We are informed that the property has the relevant HMO Licence in place and conforms with the necessary current fire regulations.

Ground Floor: Retail area which continues through from No 23 Penylan Road which is occupied by the tenant who owns No 23 Penylan Road. Self contained access leading to staircase that provides access to the three flats.

First Floor: Flat 21b – Studio flat with open lounge/kitchen/bedroom and shower room. (Benefiting from a recently re-fitted kitchen and shower room).

Flat 21c – Lounge open to kitchen, bedroom with en suite shower room. (Benefiting from a recently re-fitted kitchen and shower room).

Second Floor: Flat 21d – Hallway, w.c, shower, lounge open to kitchen, bedroom with wash hand basin. (We understand that the flat has lapsed planning consent for a new shower room to be placed in the rear annex roof, plans can be obtained from the auctioneers office).

Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: Gordon Dadds Solicitors, 47 Charles Street, Cardiff, CF10 2GD. Tel: 02920 100950. Ref: Paul Simon.

Energy Performance Certificate (EPC): Current Rating E,E,E

Tenancies: The shop is let to Kairali Spices Centre on a 10 year FRI lease from 13th July 2016 at a rent of £9000 per annum with an upward only rent review after 5 years.

Flat 21b – We are advised that the flat is currently let on an AST at £395pcm which expires on 24/6/2020.

Flat 21c – We are advised that the flat is currently let on an AST at £525pcm which expires on 31/5/2020.

Flat 21d – We are advised that the flat is currently let on an AST at £425pcm which expires on 13/6/2020.

Total monthly income of the residential element is £1345pcm, combined with the commercial element provides a total annual income of £525,140 with scope for betterment by upgrading the top floor flat known as 21d.

Viewing Schedule:

Monday 1st July 13.00-13.45

Monday 8th July 13.00-13.45

Additional Fees

Buyer's Premium: 0.3% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential

61 Peniel Green Road, Llansamlet, Swansea SA7 9AP

***GUIDE PRICE:**

£45,000 + (plus fees)

Ideal Buy To Let Opportunity

End of terraced property in a convenient location with one good sized double bedroom, bathroom, kitchen, lounge and entrance hall.

Located just outside the Morriston area of Swansea with good access to the City Centre and the M4.

Ground Floor: Entrance hall, lounge and kitchen.

First Floor: Double bedroom and bathroom.

Viewing Schedule:

Wednesday 26th June 13.00-13.30

Wednesday 3rd July 13.00-13.30

Friday 5th July 13.00-13.30



Tenure: See Legal Pack

Local Authority: City and County of Swansea Council

Solicitors: Hamlins LLP, Roxburghe House, 273 / 287 Regent Street, London, W1B 2AD. Tel: 020 7355 6000.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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LEGAL PACKS

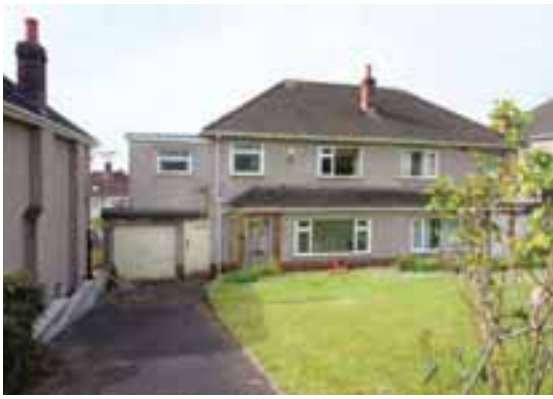


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Tenure: See Legal Pack

Local Authority: City and County of Swansea Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, Tyne and Wear, NE8 1EB. Tel: 01914 821152.

Energy Performance Certificate (EPC): Current Rating D

Residential

21

39 Hendrefoilan Road, Sketty, Swansea SA2 9LT

***GUIDE PRICE:**

£160,000 + (plus fees)

House In Need Of Refurbishment

In need of refurbishment is this substantial semi detached house benefiting from four bedrooms and two bathrooms.

Located in the sought after area of Sketty in Swansea with excellent links to the beaches at The Mumbles.

Ground Floor: Entrance hall, two good sized reception rooms, kitchen, cloakroom/wc, utility area and integral garage.

Lower Ground Floor: Two large rooms.

First Floor: Four bedrooms and two bathrooms.

Outside: Driveway with parking, garage and gardens to front and rear.

Viewing Schedule:

Viewing via Purplebricks website.

Additional Fees

Buyer's Premium: £2200 inc VAT payable on exchange of contracts.

Administration Charge: £900 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Residential

22

3 Penshannel, Neath Port Talbot SA10 6PG

***GUIDE PRICE:**

£80,000 + (plus fees)

Bungalow In Need Of Refurbishment

In need of updating throughout, offering good potential is this three bedroom bungalow standing in established gardens.

Located close to local shops and other amenities whilst being a short drive from Neath town centre and the M4 corridor.

Accommodation: Entrance hall, lounge, dining room, kitchen, three bedrooms and shower room.

Outside: Gardens to front and rear. Off road parking.

Viewing Schedule:

Tuesday 25th June 11.00–11.30

Tuesday 2nd July 11.00–11.30

Tuesday 9th July 11.00–11.30



Tenure: See Legal Pack

Local Authority: Neath Port Talbot County Borough Council

Solicitors: Jennifer Melly, 39 The Parade, Cardiff, CF24 3AD. Tel: 02921 672939. Ref: Fao. Tom Grimes.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page

Streets Brasserie, 4 Broad Street, Barry, The Vale of Glamorgan CF62 7AA

*GUIDE PRICE: **£180,000 +** (plus fees)



Mixed Use Premises in Good Trading Location

A well maintained and presented three storey mixed use property comprising of a ground floor split level 60 cover restaurant with bar area, to the lower ground floor are customer toilets, cellar and store.

To the first and second floors is an extensive three bedroom self contained managers accommodation. The business has successfully traded as Streets Brasserie for the last 29 years and along with the building is only being sold due to retirement.

The property is located in a busy trading location in the popular west end of the town close to the local train station and the beaches of Barry Island and the Knapp.

The town itself has a good shopping area, schools, amenities and has increased in popularity with the continuing waterfront development and good transport links to Cardiff.

Lower Ground Floor: Male toilets, female toilets, beer cellar and store room.

Ground Floor: Bar/Servery, 60 cover split level dining area with open kitchen, preparation area and store room. (Please note that all stainless steel kitchen equipment is to remain).

First Floor: Entrance hallway accessed from the rear of the building, large bedroom, utility/laundry/w.c.cloak, kitchen/dining room with sitting area, and full width bay fronted lounge.

Second Floor: Landing, two bedrooms, large family bathroom (potential to subdivide which could provide an additional good size bedroom).

Outside: Attractive seating area, double garage (partitioned for bin store and walkway to the rear lane).

Viewing Schedule:

Monday 24th June 10.00-10.45
Monday 1st July 10.00-10.45
Monday 8th July 10.00-10.45



Tenure: See Legal Pack

Local Authority: Vale of Glamorgan Council

Solicitors: Cranes Solicitors, 8 Broad Street, Barry, Vale of Glamorgan, CF62 7AA. Tel: 01446 720444. Ref: Tim Crane.

Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Buyer's Premium: 0.7% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential For Improvement

**16 Clydach Dingle, Clydach, Brynmawr,
Blaenau Gwent NP23 4SR**

***GUIDE PRICE:**

£275,000 + (plus fees)

Detached Farm House With Approximately 33 Acres

With panoramic views and set within a private location, this property offers scope for various development opportunities. Having been in the current owners family for generations, this farm was once thriving however, in recent years it has fallen into disrepair and would now require complete renovation.

Positioned on the edge of the Heads of the Valley Road (A465) this property is conveniently located for commuting access to Abergavenny and Merthyr Tydfil. The A470, M4 and the Brecon Beacons National Park are all within a 30 minute drive. The nearest town of Brynmawr has a range of shops, banks, schools and leisure facilities to include a cinema. The Lakeside Retail Park is located to the outskirts of the town offering further shops, supermarket and a restaurant. There is also a passenger rail link to Cardiff from Ebbw Vale.

Viewings By Appointment:

Viewings are by appointment and via our partner agent Bidmead Cook Fry Thomas in Brynmawr on 01495 313135.



Tenure: See Legal Pack

Local Authority: Blaenau Gwent County Borough Council

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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The Coach House, To The Rear Of 95 Pontcanna Street, Cardiff CF11 9HS

*GUIDE PRICE: **£65,000 +** (plus fees)



A two storey stone and brick built coach house with an original delivery access to the ground floor along with a central delivery access to the first floor, with windows to either side. The building may suit a business occupier or residential conversion subject to all necessary consents.

The coach house is located in the highly sought after location of Pontcanna having access from Mortimer Road. The property is within walking distance of the City Centre, having a number of bars, restaurants and boutiques in close proximity.

NB. We are only selling the Coach House at 95 Pontcanna Street, the operation of the main property is unaffected.

The property has not been inspected internally but presumed to comprise of the following.

Ground Floor: Open area to ground floor.

First Floor: Open area to first floor.

Outside: Area to side of building (please refer to the legal pack for verification).

Viewing Schedule:

Monday 24th June 14.15-14.45

Monday 1st July 14.15-14.45

Monday 8th July 14.15-14.45

Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: Veale Wasbrough Vizards LLP, Narrow Quay House, Narrow Quay, Bristol, BS1 4QA. Tel: 0117 3145329. Ref: Sally Rushton.

Energy Performance Certificate (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: £300 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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26

Chapel

Dinas Noddfa Chapel, Dinas Street, Swansea SA6 8LJ

***GUIDE PRICE:**

£150,000 + (plus fees)

Former Chapel with redevelopment potential

This Grade II listed Italian Romanesque style chapel is arranged over 2 floors on a large site.

Within close proximity to the Liberty Stadium and Morfa Retail Park, 10 minute drive into Swansea City Centre & coastline, on a bus route with easy access to Morriston Hospital, the DVLA and within 5 minute drive to the M4 motorway.

Planning Permission: There is a lapsed planning permission, reference: 2013/1583 for the conversion of chapel to 15 flats and 2 maisonettes, and retaining walls within the curtilage of the site to form parking area

Viewing Schedule:

Viewing via Purplebricks website.

NB: There is evidence of Japanese Knotweed to the rear of the plot.

Additional Fees

Buyer's Premium: £2200 inc VAT payable on exchange of contracts.

Administration Charge: £900 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack

Local Authority: City and County of Swansea Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, Tyne and Wear, NE8 1EB. Tel: 01914 821152.

Energy Performance Certificate (EPC): Current Rating This Property is Grade II listed

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[*Description on Auction Information page](#)

27

Residential For Improvement

42A & 42B Meyrick Street, Pembroke Dock, SA72 6AT

***GUIDE PRICE:**

£36,000 + (plus fees)

Two Flats In Need Of Improvement

An end of terrace property comprising of a two bedroom ground floor flat and a three bedroom first and second floor flat benefiting from separate gas central heating systems and double glazed windows.

The building is located near to the centre of Pembroke Dock close to local shops, school, train station and other amenities.

Accommodation: Communal entrance hallway

Ground Floor Flat A: Spacious lounge through to dining area. Kitchen/breakfast room, two double bedrooms, bathroom.

First Floor Flat B: First floor lounge, kitchen, bedroom, bathroom.

Second floor two bedrooms.

Outside: Generous sized overgrown rear garden.

Viewing Schedule:

Tuesday 2nd July 16.30-17.00

Tuesday 9th July 16.30-17.00



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Spicketts Battrick, 3 - 4 Gelliwastad Road, Pontypridd, CF37 2AU. Tel: 01443 407221. Ref: John Allison.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)

28

Residential

16 Highland Place, Ogmore Vale, Bridgend CF32 7DD

*GUIDE PRICE:

£68,000 + (plus fees)

Residential

Stone built three bedroom end terrace house with views.

The M4 is within approximately 7 miles at Junction 36.

Ground Floor: Entrance hall, lounge and kitchen/dining room.

First Floor: Three bedrooms and bathroom.

Outside: Tiered garden to the rear.

Viewing Schedule:

Friday 28th June 16.30–17.00

Saturday 6th July 10.00–10.30

Wednesday 10th July 16.30–17.00



Tenure: See Legal Pack

Local Authority: Bridgend County Borough Council

Solicitors: Whittinghams Solicitors, 16 Well Street, Porthcawl, CF36 3BE. Tel: 01656 788823. Ref: Mike Greenway.

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page

29

Residential For Improvement

The Croft, King Street, Brynmawr, Blaenau Gwent NP23 4SU

*GUIDE PRICE:

£85,000 + (plus fees)

The Croft is currently a three/four bedroom detached dormer style bungalow in an elevated position with a sizeable garden in a semi rural position on the outskirts of Brynmawr. The property requires renovation offering potential to both extend and improve subject to the necessary planning permissions.

The village of Brynmawr benefits from an excellent range of local amenities with excellent road links to the A465 Heads of the Valleys to Merthyr and Abergavenny, the A470 to Cardiff and the A4042 to Newport.

Ground Floor: Entrance porch, hallway, sitting room/bedroom, dining room/bedroom, shower room, lounge and kitchen with rear lobby to the garden.

First Floor: Large landing area, two bedrooms, bathrooms and plentiful eaves storage space.

Outside: Gardens to front, sides and rear with storage shed and old outbuilding footprints.

Viewing Schedule:

Thursday 27th June 10.30–11.00

Monday 1st July 10.30–11.00

Thursday 4th July 10.30–11.00



Tenure: See Legal Pack

Local Authority: Blaenau Gwent County Borough Council

Solicitors: Sam Hawking Solicitors, 65a Station Road, Port Talbot, SA13 1NW. Tel: 01639 884884. Ref: James Borland.

Energy Performance Certificate (EPC): Current Rating F

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

*Description on Auction Information page



Residential For Improvement

22 Heol Gwili, Llansamlet, Swansea SA7 9XU

***GUIDE PRICE:**

£55,000 + (plus fees)

Detached Bungalow

Detached bungalow with two bedrooms, allocated parking and gardens to front and rear.

Located in the Llansamlet area of Swansea north of the City Centre and within convenient access of the A48 at Junction 14. We have been advised that the property is leasehold. Please refer to the legal pack for further information.

NOTE: CLEARED FUNDS REQUIRED ON EXCHANGE.

Accommodation: Entrance hall, lounge/diner, kitchen, bathroom and two bedrooms.

Outside: Front and rear gardens. Parking space.

Viewing Schedule:

Wednesday 26th June 12.00-12.30

Wednesday 3rd July 12.00-12.30

Friday 5th July 12.00-12.30

Tenure: See Legal Pack

Local Authority: City and County of Swansea Council

Solicitors: Ascent Legal Manchester, Bauhaus, Rossetti Place, 27 Quay Street, Manchester, M3 4AW. Tel: 01618387272.

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

*Description on Auction Information page



Residential For Improvement

55 Pentwyn Avenue, Mountain Ash, Rhondda Cynon Taff CF45 4YE

***GUIDE PRICE:**

£20,000 + (plus fees)

Ideal Buy To Let Opportunity

Three storey mid terraced house located in the village of Ynysboeth in between the town of Mountain Ash and Abercynon.

NB. We have been advised the property is Leasehold. Please refer to the legal pack.

Ground Floor: Entrance hall and spacious lounge.

Lower Ground Floor: Kitchen and bathroom.

First Floor: Three bedrooms.

Outside: Rear garden with lane access.

Viewing Schedule:

Tuesday June 18th 17.00-17.30

Tuesday June 25th 17.00-17.30

Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Gartside Abergavenny, Rother House, 11 Nevill Street, Abergavenny, NP7 5AA. Tel: 01873 857555. Ref: Alun Jones.

Energy Performance Certificate (EPC): Current Rating F

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

*Description on Auction Information page



32

Residential

16A Corpus Christi Lane, Ross on Wye, Herefordshire HR9 7AE

***GUIDE PRICE:**

£90,000 + (plus fees)

Ideal Investment Opportunity/Owner Occupier

A first floor, town centre apartment with accommodation over two floors having an enclosed garden and entrance off a small lane.

Located within walking distance of Ross on Wye Town Centre.

Ground Floor: Entrance hall, kitchen and lounge.

First Floor: Two bedrooms, bathroom and separate w.c.

Outside: Enclosed garden with lawned area, decking and gravelled area.

Viewing Schedule:

Thursday 27th June 10.00-10.30

Thursday 4th July 16.00-16.30

Saturday 6th July 09.30-10.00



Tenure: See Legal Pack

Local Authority: Herefordshire County Council

Solicitors: Dee and Griffin Solicitors, Hucclecote Court, 76 Hucclecote Road, Gloucester, GL3 3RU. Tel: 0754 057 3576. Ref: Kelly Hall.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

[*Description on Auction Information page](#)



33

Mixed Use

28, 29 & 30 Church Street, Abertillery, Blaenau Gwent NP13 1DB

***GUIDE PRICE:**

£128,000 + (plus fees)

High Street Retail & Residential Opportunity

Sale due to retirement.

The subject property comprises of No.3 Retail units with a 3 bedroom flat above 29 and 30 Church Street with a bedsit above No.28.

The ground floor of No.28 and No.29 have had the internal wall in the retail area removed providing one large retail unit. The unit is currently occupied by the vendor trading as 'Hectors Café' and we understand that the fixtures and fittings from the café will be included in the sale.

Church Street in Abertillery is a busy retailing location, there is a mix of national and local retailers and a dense residential area surrounding the area.

Junction 28 of the M4 Motorway is some 15 miles to the south and Merthyr Tydfil is 17 miles to the west.

Viewing Schedule: Viewing by prior appointment 01633 212 555



Tenure: See Legal Pack

Local Authority: Blaenau Gwent County Borough Council

Solicitors: Patchell Davies, 183 High Street, Blackwood, NP12 1ZF. Tel: 01495 227128. Ref: Mr Howard Patchell.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

[*Description on Auction Information page](#)

Commercial

26 High Street, Bargoed, Caerphilly CF81 8RB

***GUIDE PRICE:**

£23,000 + (plus fees)

High Street Retail Unit

A ground floor retail unit located in the town centre of Bargoed. Bargoed is a town located some 7 miles to the north of Caerphilly and 3 miles to the north-west of Blackwood. Bargoed is a busy town, the unit itself is located next to the Principality Building Society and the area comprises a mix of local and national retailers. Bargoed railway station has a regular service to Cardiff Central and Penarth.

The Property measures approximately 69 sq m / 742 sq ft providing an open plan retail area with ancillary storage.

The Property has a glazed frontage to the High Street with secure electric roller shutter. There is short-term on-street parking available along High Street.

Viewing Schedule:

Tuesday 2nd July-09.00-09.30

Tuesday 9th July-09.00-09.30



Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

Solicitors: TBC

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

*Description on Auction Information page

You may only buy a new home once or twice in your lifetime. We do it everyday.



Free advice on day
Pre auction reports available
Clear fixed quotes
Lexcel & CQS Accredited
Local property specialists

| | | | |
|------------|---------------|-------------------------|---------------|
| Swansea | 01792 773 773 | Haverfordwest | 01437 764 723 |
| Caerphilly | 029 2086 0628 | Pontypridd | 01443 408 455 |
| Cardiff | 029 2022 5472 | St Davids | 01348 873 671 |
| Carmarthen | 01267 234 022 | | |
| Cowbridge | 01446 771 742 | law@jcpsolicitors.co.uk | |
| Fishguard | 01348 873 671 | www.jcpsolicitors.co.uk | |

 **JCP Solicitors**
Incorporating Glamorgan Law

Siaredir Cymraeg yma 



Tenure: See Legal Pack
Local Authority: Newport City Council
Energy Performance Certificate (EPC): Current Rating TBC

35

Residential

9 Panama Court, Jamaica Grove, Newport NP10 8AJ

***GUIDE PRICE:**

£79,000 + (plus fees)

Residential Investment Opportunity

Modern ground floor, two bedroom apartment located close to the M4 at Junction 28 and South of Newport City Centre.

The apartment is currently let at £525 pcm. (The annual service charge is £800 per annum).

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

[*Description on Auction Information page](#)



Tenure: See Legal Pack
Local Authority: Rhondda Cynon Taff County Borough Council
Solicitors: West Coast Conveyancing, 9 Kings Road, Cardiff, CF11 9BZ. Tel: 01291 023275. Ref: Susan Pearson.
Energy Performance Certificate (EPC): Current Rating TBC

36

Residential

37 Coed Mieri, Pontyclun, Rhondda Cynon Taff CF72 9UW

***GUIDE PRICE:**

£120,000 + (plus fees)

Modern Semi Detached house

A modern built three bedroom semi detached house benefiting from gas central heating (not tested) located within a cul de sac of similar properties.

The property is located in Pontyclun, which has a number of local shops, train station, school and other amenities and also provides good access to the M4.

Ground Floor: Entrance, kitchen/diner, lounge and w.c.

First Floor: Three bedrooms and bathroom.

Outside: Front and rear gardens. Off road parking.

Viewing Schedule:

Tuesday 2nd July 15.00-15.30

Tuesday 9th July 15.00-15.30

Additional Fees

Buyer's Premium: 0.6% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.25% inc VAT of the purchase price, subject to a minimum of £594 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/southwales

[*Description on Auction Information page](#)

NEXT AUCTION DATE 2019



DO YOU HAVE A PROPERTY
SUITABLE FOR AUCTION?



For all enquiries or a valuation contact

Cardiff: 02920 475184 Newport: 01633 212555

southwales@auctionhouse.co.uk auctionhouse.co.uk/southwales

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus 0.25% or a minimum of £594.00 (£495.00 + VAT Administration Charge) plus Buyers Premium if applicable.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.25% or a minimum of £594.00 (£495.00 + VAT Administration Charge) plus Buyers Premium if applicable.

My cheque of £ is made payable to AUCTION HOUSE SOUTH WALES
(amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House South Wales, Gold Tops House, 8A Pentonville, Newport NP20 5HB to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.25% or a minimum of £594.00 (£495.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House South Wales.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of 0.25% or a minimum of £594.00 (£495.00 + VAT) plus Buyers Premium if applicable.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions..

AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

IMPORTANT NOTICE

A prudent buyer will, before bidding for a lot at an auction:

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words are printed in bold type 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 or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
 - (b) if no date is specified, 20 business days after the contract date;
- but if that date is not a business day the first subsequent business day.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

Auction

The auction advertised in the catalogue.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the auction.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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 to which the conditions refer including any supplement to it.

Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition

One of the auction conduct conditions or sales 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 not sold at the auction:

- (a) the date of the sale memorandum signed by both the seller and buyer; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions

That part of the sale conditions so headed, including any extra general conditions.

Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

Lot

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

Old arrears

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

Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the buyer agrees to pay for the lot.

Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

Sale conditions

The general conditions as varied by any special conditions or addendum.

Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

Seller

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

Special conditions

Those of the sale conditions so headed that relate to the lot.

Tenancies

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

Tenancy schedule

The tenancy schedule (if any) forming part of the special conditions.

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

A1.1 Words in bold type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 OUR ROLE

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold 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.

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.

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences

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.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 THE CONTRACT

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This **condition** A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the **sale memorandum** at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the **auction**:

- (a) provide all information we reasonably need from you to enable us to complete the **sale memorandum** (including proof of your identity if required by us);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the **contract** and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- (b) sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- (a) 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 stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the **sale memorandum** signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the **contract** then:

- (a) you are personally liable to buy the lot even if you are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

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

Words in **bold type** have special meanings, which are defined in the Glossary

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 the lot 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**, but excluding any **financial charges**: these the seller must discharge 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) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of 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.

G1.8 Where chattels are included in the lot the buyer takes them as they are at **completion** and the seller is not liable if they are not fit for use.

G1.9 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.

G1.10 The buyer is not to rely on the information contained in the **particulars** but may rely on the seller's conveyancer's written replies to preliminary 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 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the auctioneers may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the seller.

G2.3 Where the auctioneers hold the deposit as stakeholder they 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**.

G2.4 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.

G2.5 Interest earned on the deposit belongs to the seller unless the **sale conditions** provide otherwise.

G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the seller is to insure the lot from and including the **contract date** to **completion** and:

- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) 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) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the **contract date** or assign to the buyer the benefit of any claim;
- and the buyer must on **completion** reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 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.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 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 except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The buyer may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the lot is registered land the seller is to give to the buyer within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the buyer.

G4.3 Unless otherwise stated in the **special conditions** the seller sells with full title guarantee except that (and the transfer shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 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 Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

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 remains liable in any respect 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.

G6. COMPLETION

G6.1 **Completion** is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the **agreed completion date**. The seller can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.

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

- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the seller and the buyer otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the price is unconditionally received in the seller's conveyancer's client account.

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**.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G7. NOTICE TO COMPLETE

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

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

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

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

- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

G8. IF THE CONTRACT IS BROUGHT TO AN END

If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9. LANDLORD'S LICENCE

G9.1 Where the lot is or includes leasehold land and licence to assign 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.

G9.4 The seller must:

- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- (a) promptly 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 licence has not been obtained 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 licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10. INTEREST AND APPORTIONMENTS

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including 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 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 actual completion date unless:

- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

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

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

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 in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:

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

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12. MANAGEMENT

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.

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

- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

G13. RENT DEPOSITS

G13.1 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.

G13.2 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.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

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

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15. TRANSFER AS A GOING CONCERN

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

- (a) of the buyer's VAT registration;
- (b) that the buyer has made a VAT option; and
- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them

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

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

G16. CAPITAL ALLOWANCES

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

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

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

G16.4 The seller and buyer agree:

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

G17. MAINTENANCE AGREEMENTS

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G18. LANDLORD AND TENANT ACT 1987

G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

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

G19. SALE BY PRACTITIONER

G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

G20. TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

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

G21. ENVIRONMENTAL

G21.1 This condition G21 only applies where the special conditions so provide.

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

G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

G22. SERVICE CHARGE

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

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

G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

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

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

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
- 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 co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25. WARRANTIES

G25.1 Available warranties are listed in the special conditions.

G25.2 Where a warranty is assignable the seller must:

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

G25.3 If a warranty is not assignable the seller must after completion:

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

G26. NO ASSIGNMENT

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

G27. REGISTRATION AT THE LAND REGISTRY

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

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to 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 Contract (Rights of Third Parties) Act 1999.

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23rd October 2019

11th December 2019

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✉ southwales@auctionhouse.co.uk

Gold Tops House, 8a Pentonville
Newport NP20 5HB
☎ 01633 212555
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