



# AUCTION VENUE

**Thursday**  
**30th January 2020**  
**2.00pm**

Radisson Red  
Finnieston Quay  
25 Tunnel Street  
Glasgow G3 8HL



**Next Auction Date**  
**2nd April 2020**

**NOW TAKING ENTRIES FOR THIS AUCTION**

If you are thinking of selling at auction, one of our Auction valuers will be happy to offer you a free market appraisal and advice.

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**AUCTION  
HOUSE  
SCOTLAND**

# MESSAGE FROM THE AUCTIONEERS

Lot 4: Manar House, Inverurie, Aberdeenshire AB51 5JQ  
£475,000+



Lot 9: 280 Main Street, Cambuslang G72 7EG  
£34,000+



## A very warm welcome to our first Auction of 2020!

Our last auction of 2019 finished off the year on a high with a very impressive £1,639,959 raised for our sellers and we achieved a fantastic sales result of over 95% of sales. Our team achieved amazing results for all of our clients last year and we hope to have a repeat of the same success this year.

If you would like to have a free no obligation auction quote carried out for any commercial or residential property in Scotland please call us on 0141 339 4466 or email us [info@auctionhousescotland.com](mailto:info@auctionhousescotland.com)

As always, we are kicking off the year with a wide variety of opportunities. We have a commercial property ideally located on Cambuslang Main Street, right next to the train station or if that isn't your style, how about a B listed Country Mansion House with a MASSIVE 37% discount to Home Report value!

Thank you to all who attended our Auction Masterclass at the Radisson Red this week, we will be organising a new event very soon, if you would like to come along and learn from the Property Professionals on topics from legal information to finance and tax and accounts please register with us for your invite, spaces are limited at this FREE event.

As always, regular viewing sessions are available on all lots in the lead up to the auction and online legal packs are available to view prior to bidding.

Bidders and spectators are always welcome to attend on auction day. All those who wish to bid but cannot attend the auction then please contact us on 0141 339 4466 to discuss and organise a telephone/proxy bid before auction day.

This auction is set to be an exciting one and we have picked out a couple of highlights to share:

Lot 4 – This is a perfect one for any developer out there looking for their next big project, a massive B listed Country Mansion located in a peaceful rural setting in need of a full programme of refurbishment, offered to the market at a huge discount and with approximately 65 acres of land, the possibilities are endless!

Lot 9 – Situated in the heart of Cambuslang, located right on Main Street and next door to the train station, this former coffee shop is perfect for a small start-up business or buy to let investor. With high levels of interest and the impressive Guide Price this is sure to be a popular lot with our buyers.

We offer a free no obligation auction appraisal on land, commercial and residential property in Scotland. To arrange your free quote please call us today on 0141 339 4466.

**NEXT AUCTION DATES 2020**

**2nd April • 25th June • 24th September • 26th November**

# AUCTION INFORMATION



**Administration Charge** Purchasers of some lots will be required to pay an Administration Charge to the auctioneer in addition to the deposit – see individual property details.



**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, debit card or building society cheque. Cash can be accepted to a maximum of £10,000. 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](http://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/scotland](http://www.auctionhouse.co.uk/scotland).



**\*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](http://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.

\*\*\*Please refer to the common auction conditions included on our website or at the back of our catalogue\*\*\*



# ORDER OF SALE

Thursday 30th January 2.00pm

Radisson Red, Finnieston Quay, 25 Tunnel Street, Glasgow G3 8HL

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	6 Seaforth House, Garmouth Road, Lhanbryde, Elgin, Moray, IV30 8QL	£60,000+	Residential
2	Flat 2, 11 Northfield Place, Aberdeen AB25 1SB	£50,000+	Residential for Improvement
3	Flat 2/3, 101 Dempster Street, Greenock PA15 4ED	£15,000+	Residential
4	Manar House, Inverurie, Aberdeenshire AB51 5JQ	£475,000+	Residential
5	35 Stewart Crescent, Peterhead AB42 3FQ	£125,000+	Residential
6	29 Marchburn Road, Aberdeen AB16 7NP	£75,000+	Residential
7	Milden House West, Balmedie, Aberdeen AB23 8YY	£170,000	Residential
8	Adriatic House, Monboddoo Street, Auchenblae, Laurencekirk AB30 1XQ	£120,000+	Residential
9	280 Main Street, Cambuslang G72 7EG	£34,000+	Commercial
10	Fardenreoch Cottage, 4 Glenginnet Road, Barr, Girvan KA26 9TU	£21,500+	Residential for Improvement
11	6a Kirk Street, Campbeltown PA28 6BL	SOLD PRIOR	Residential
12	6b Kirk Street, Campbeltown PA28 6BL	SOLD PRIOR	Residential
13	6c Kirk Street, Campbeltown PA28 6BL	SOLD PRIOR	Residential
14	2/2, 94 John Street, Dunoon, Argyll and Bute, PA23 7NS	SOLD PRIOR	Residential
15	Dunromin, Dunnet KW14 8XD	SOLD PRIOR	Residential
16	The Shed Studios, School Road, Kintore AB51 0UX	SOLD PRIOR	Commercial
17	13/3 Gladstone Street, Hawick TD9 0HY	SOLD PRIOR	Residential
18	19 Bridge Street, Banchory AB31 5SX	SOLD PRIOR	Residential
19	Former O'Learys Bar, 55 Glasgow Road, Rutherglen G73 1LJ	SOLD PRIOR	Commercial
20	3-20 St Andrews Court, 130 St Andrews Street, Glasgow G1 5PW	SOLD PRIOR	Other
21	2-24 St Andrews Court, 130 St Andrews Street, Glasgow G1 5PW	SOLD PRIOR	Other
22	Lodge 12, Lochness Lodge Retreat, PH32 4DS	SOLD PRIOR	Other
23	3/2, 14 Ann Street, Greenock PA15 4RG	SOLD PRIOR	Residential
24	187 Bannermill Place, Aberdeen AB24 5EG	SOLD PRIOR	Residential
25	49B Barrasgate Road, Fraserburgh AB43 9DQ	SOLD PRIOR	Residential
26	Hillside, Rapness, Westray KW17 2DE	SOLD PRIOR	Plot
27	75 Dalrymple Street, Girvan KA26 9BS	SOLD PRIOR	Commercial

\*Description on Auction Information page

# RESULTS

**Results from 21st November 2019**

**95% SOLD | £1,639,959 RAISED**



**Nederdale, Lerwick  
ZE1 0SA**



**Thornbridge Road,  
Garrowhill G69 6RR**



**Wester Drylaw Place,  
Edinburgh EH4 2TN**



**Cairnhill Place, New  
Cumnock KA18 4JL**



**Alloway Avenue,  
Dumfries DG2 9LR**



**Watergate, Perth  
PH1 5TF**



**Newton Road, Innellan  
PA23 7SY**



**Moffat Academy,  
Moffat DG10 9DA**



**Auchterless, Turriff  
AB53 8EP**



**West Road,  
Fraserburgh AB43 9NE**



**Spey Street Lane,  
Edinburgh EH7 4PZ**



**Douglas Street,  
Dunfermline KY12 7EB**



**East Main Street,  
Darvel KA17 0HP**



**Birkburn Road,  
Kelloholm DG4 6SE**



**Burnside Cottage,  
Slamannan FK1 3EL**



**Hatton Farm Gardens,  
Hatton AB42 0QL**

## 6 Seaforth House, Garmouth Road, Lhanbryde, Elgin IV30 8QL

**\*GUIDE PRICE: £60,000 (plus fees)**



### Two bedroom flat

This well presented two bedroom flat is situated on the top floor of a converted block containing six flats in total in the village of Lhanbryde, approximately four miles to the east of Elgin in Moray. Offered in walk in condition, the accommodation comprises open plan lounge/kitchen with integrated appliances, two double bedrooms both with built in storage and modern bathroom with over bath shower. Further benefits include double glazing, gas central heating and off-street parking. An outstanding 27% discount against Home Report and potential rental yield in excess of 8% makes this an exciting proposition for both owner occupiers and buy to let investors alike. Accommodation of this quality is rarely available at such a competitive price and early viewing is recommended to fully appreciate the value on offer.

**Home Report £97,000**

**Outstanding 27% discount against Home Report**

**Well-presented accommodation**

**Walk in condition**

**Pleasant village location**

**Ideal starter flat or rental property**

**Potential rental value £479pcm at LHA rates / £5,757pa**

### Area

Lhanbryde is a village in the Moray area lying approximately four miles to the east of Elgin. The village offers local facilities including primary schooling with a greater range of facilities available in nearby Elgin. Elgin offers an excellent range of shops and leisure facilities as well as a hospital and both primary and secondary schooling. Inverness airport is around 35 miles distant and the easily reached A96 offers access to both Aberdeen and Inverness.

**Tenure:** Freehold

**Local Authority:** Moray Council

**Energy Performance Certificate (EPC):** Current Rating C

### Additional Fees

**Buyer's Premium:** £3,000

**Administration Charge:** £0

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



### Flat 2, 11 Northfield Place, Aberdeen AB25 1SB

**\*GUIDE PRICE: £50,000+ (plus fees)**



#### One Bedroom Flat

This one bedroom ground floor flat enjoys prime location within walking distance of Aberdeen city centre. The property is in need of upgrading throughout which offers an excellent opportunity to add value through a programme of works. The current accommodation comprises lounge, one double bedroom with storage, kitchenette and bathroom. The property also offers gas central heating, double glazing and security entry system. With a potential rental yield of 11% at the published Guide Price and potential to add value through refurbishment, this property is sure to attract demand from investors and developers as a rental property or buy to flip. As such, early expression of interest is strongly recommended.

**Home Report £60,000**

**Exciting Potential To Add Value Through Refurbishment**

**Walking Distance To Aberdeen City Centre**

**Popular Rosemount Area**

**Ideal Buy To Let Or Starter Flat**

**Street Parking**

**EPC Band D**

#### Area

The property is located on the edge of Rosemount, which is a popular residential area conveniently located within a short walk of HM Theatre, the Central Library, Union Terrace Gardens, and the City Centre with its wide range of amenities. Ideally located for access to Aberdeen Royal Infirmary and Cornhill Hospital, most other areas of the city can easily be reached via a public transport service.

**Tenure:** Freehold

**Local Authority:** Aberdeen City Council

**Energy Performance Certificate (EPC):** Current Rating D

#### Additional Fees

**Buyer's Premium:** £1,1400

**Administration Charge:** £1,860

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



**2/3, 101 Dempster Street, Greenock, PA15 4ED****\*GUIDE PRICE: £15,000 (plus fees)****One Bedroom Flat**

This one bedroom second floor flat forms part of a traditional tenement block on the outskirts of Greenock town centre and would make an excellent addition to a buy to let portfolio as it offers an excellent potential yield of around 28%. The accommodation comprises entrance hallway, lounge with kitchen off, double bedroom with utility/dressing room off, shower room and W.C. The property benefits from double glazed windows and gas central heating and externally there are rear communal gardens which are mainly laid to lawn. Early viewing is strongly advised to appreciate the opportunity on offer.

**Home Report £20,000****Excellent potential yield of 28%****Fantastic buy to let opportunity****Close to local amenities****Train station close by with services to Glasgow****EPC Rating E****Potential rental value £350pcm at LHA rates / £4,200pa****Area**

The town of Greenock has a wide range of local amenities including high street shopping with several supermarkets and high street banking. Recreational amenities include several play parks, sports centres and The Waterfront Centre swimming pool, ice rink and gym. There are a range of golf clubs within the local area, modern yacht marinas in Greenock and Inverkip and access to Clyde Muirshiel Regional Park. There are several railway stations, offering access to Glasgow Central and the area is well served by local bus routes.

**Tenure:** Freehold**Local Authority:** Inverclyde Council**Energy Performance Certificate (EPC):** Current Rating E**Additional Fees****Buyer's Premium:** £1,140**Administration Charge:** £1,860**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## Manar House, Inverurie, Aberdeenshire AB51 5JQ

**\*GUIDE PRICE: £475,000 (plus fees)**



### Detached Mansion House

This unique and substantial B listed detached mansion house extends over two and a half storeys and enjoys peaceful rural Aberdeenshire location approximately 4 miles from Inverurie and 15 miles from Aberdeen City. The property dates back to the early 1800s and is set in grounds extending to approximately 65 acres. The property is in need of an extensive programme of upgrading and modernisation throughout as reflected in the highly competitive Guide Price which offers a massive 37% discount against current Home Report valuation. The current accommodation includes eight public rooms, kitchen, eight bedrooms (four en-suite), two bathrooms, three toilets, utility rooms, pantry and cellar. Many of the original features have been retained over the years including high decorative ceilings, panelled walls, fireplaces and an impressive sweeping staircase from the main hall. The peaceful location allied with proximity to Aberdeen would make this property ideal as a stunning country home or, perhaps, could be considered suitable for conversion and change of use to hotel or other commercial enterprise. Any alterations and changes of use would, of course, be subject to the required permissions and consents.

**Home Report £750,000**

**Country mansion house in peaceful rural location**

**Massive 37% discount against Home Report**

**EPC Rating - F**

**Extensive grounds approximately 65 acres**

**Exciting refurbishment and potential change of use project**

**Stunning country home or commercial conversion**

Manar House enjoys peaceful rural setting approximately three miles from Inverurie which offers a wide range of retail and leisure facilities with a wider range available in Aberdeen being some 15 miles away. Easy commuting would be possible to Aberdeen City, Dyce, Bridge of Don, Westhill and Aberdeen Airport. A rail link effectively connects Inverurie to both Inverness and Aberdeen.

**Tenure:** Freehold

**Local Authority:** Aberdeenshire Council

**Energy Performance Certificate (EPC):** Current Rating F

### Additional Fees

**Buyer's Premium:** £1,140

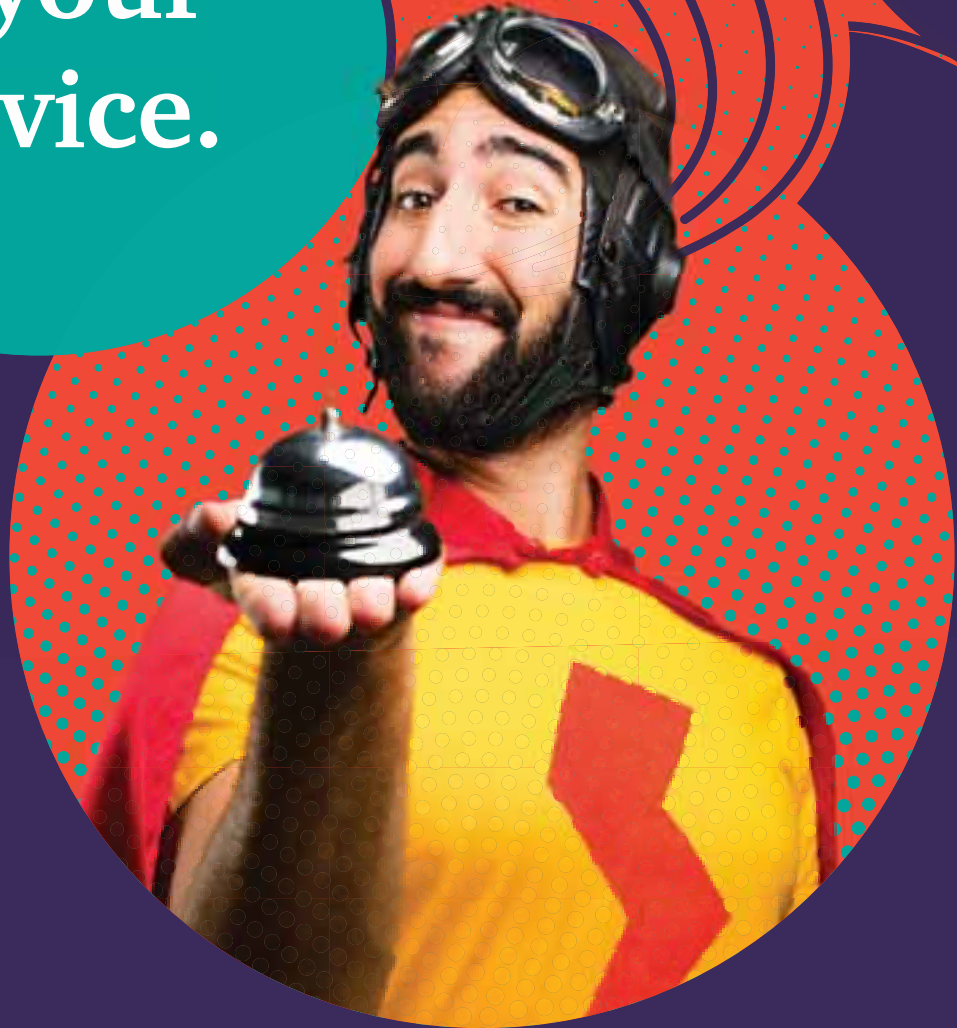
**Administration Charge:** £1,860

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

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## 35 Stewart Crescent, Peterhead AB42 3FQ

\*GUIDE PRICE: **£125,000+** (plus fees)**Four bed semi detached**

Excellent opportunity to purchase this four bedroom semi detached family home in the town of Peterhead. The accommodation on offer comprises living room, dining kitchen, cloak room with WC, four bedrooms and bathroom with bidet and shower over bath. Further benefits include driveway, front and back gardens, double glazing and central heating. With an attractive guide price £65,000 below Home Report value, early viewing is strongly advised to appreciate the accommodation on offer.

**Home report £190,000****Close to amenities****Great family home****Off street parking****Private rear garden****Attractive guide price****EPC rating - B****Area**

Conveniently placed for all local amenities. A range of local shops are close by and road links giving easy access to the major cities of Aberdeen and Inverness which provide a large selection of retail and leisure facilities as well as international air and rail links. Local primary schools are close by as is Peterhead Academy for secondary education. Peterhead itself is a growing community, it has an increasingly popular sea port used for both commercial and leisure purposes.

**Tenure:** Freehold**Local Authority:** Aberdeenshire Council**Energy Performance Certificate (EPC):** Current Rating B**Additional Fees****Buyer's Premium:** £1,140**Administration Charge:** £1,860**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 29 Marchburn Road, Aberdeen AB16 7NP

**\*GUIDE PRICE: £75,000 (plus fees)**



### Three bed end terrace

This spacious three bedroom end terraced property enjoys convenient location being approximately three miles to the north west of Aberdeen city centre. The ideal family accommodation extends over two floors and comprises lounge with dining area to the rear, kitchen and bathroom on the ground floor with three bedrooms on the upper level. Further benefits include double glazing, gas central heating and gardens to both front and rear. The property would benefit from some degree of refurbishment and upgrade but the opportunity to create value is in addition to the already highly competitive Guide Price offering 35% discount against Home Report. This property could be a perfect family home and will attract strong demand from both rental investors as well as owner occupiers. We urge you to act quickly to avoid missing out.

**Home Report £115,000**

**Spacious three bed end terrace**

**Outstanding 35% discount on Home Report**

**Ideal family home**

**Perfect for rental or owner occupier**

**Convenient location near to city centre**

**EPC Rating - D**

### Area

Marchburn Road lies to the north west of Aberdeen city centre and offers a short commute to the city centre. Local facilities are available nearby as are both primary and secondary schooling. Aberdeen city centre is only three miles away which brings a wide variety of retail and leisure facilities within easy reach as well as offering excellent transport links including air travel from Aberdeen airport.

**Tenure:** Freehold

**Local Authority:** Aberdeen City Council

**Energy Performance Certificate (EPC):** Current Rating D

### Additional Fees

**Buyer's Premium:** £1,140

**Administration Charge:** £1,860

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



## Mildden House West, Balmedie, Aberdeen AB23 8YY

**\*GUIDE PRICE: £170,000+ (plus fees)**



### Five bed semi detached property

This spacious semi-detached five bedroom property over three levels is situated on the edge of the popular coastal village of Balmedie, conveniently located for commuters being approximately eight miles north of Aberdeen city centre. The property is in need of a full programme of refurbishment and upgrade which offers an exciting opportunity to add value to the current Home Report valuation of £190,000. The current accommodation comprises lounge, dining room, five bedrooms, kitchen, bathroom and conservatory. Further benefits include gas central heating, double glazing, detached garage and gardens with patio area. On completion of works, this property would be an ideal family home given the close proximity for an easy commute to Aberdeen city centre. With the Trump International Golf Resort and outstanding beaches and coastline on the doorstep this property could produce strong rental income as a holiday rental or, alternatively, as long term family rental.

### Home Report £190,000

**Spacious family accommodation**

**Exciting added value development opportunity**

**Perfect family home or rental property**

**Scenic coastal village setting**

**Convenient commuter area location**

**Potential rental value £15,840pa at LHA rates**

**EPC Rating D**

### Area

Balmedie is a popular coastal village renowned for its scenic beaches and Country Park and enjoys semi-rural location approximately eight miles north of Aberdeen city centre. The village is well served by a range of local amenities including local shops, post office leisure centre and both nursery and primary education. Balmedie offers easy access to Dyce, Bridge of Don and Aberdeen city centre by road with the added convenience of Park and Ride service from Bridge of Don Exhibition Centre.

**Tenure:** Freehold

**Local Authority:** Aberdeenshire Council

**Energy Performance Certificate (EPC):** Current Rating D

### Additional Fees

**Buyer's Premium:** £1,140

**Administration Charge:** £1,860

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

## Adriatic House, Monboddoo Street, Auchenblae AB30 1XQ

**\*GUIDE PRICE: £120,000 (plus fees)**



### Four bed detached house

This substantial B listed detached four bedroom property enjoys central location in the Aberdeenshire village of Auchenblae, approximately 5 miles to the north of Laurencekirk. The spacious accommodation, over two floors and attic levels (two attic bedrooms added under Aberdeenshire Council Planning Application ref. APP/2005/0551), comprises front facing lounge with log burner, large fitted kitchen with wall/base unit and boasting Rayburn stove, utility/ dining room with hatch access to lounge and storage. Over the upper two floors are four bedrooms (one with en-suite) and family bathroom with four piece suite and roll top free standing bath with shower over. The property also offers oil fired heating system and terraced gardens to rear. The opportunity to add value through modernisation presents an exciting value add project for resale or, perhaps, to hold for long term/holiday rental. This project is sure to catch the eye of investors/developers and early expression of interest is strongly recommended.

**Home Report £130,000**

**Substantial accommodation**

**Pleasant village location**

**Great added value opportunity through modernisation**

**Potentially stunning family home**

**Commuting distance to Aberdeen**

**Potential rental value £992pcm at LHA rates / £11,907pa**

**EPC Rating F**

### Area

Auchenblae is a popular Aberdeenshire village lying approximately five miles north of Laurencekirk and is within easy commuting distance of Aberdeen. The village offers a range of local facilities including primary schooling with secondary education in nearby Laurencekirk. The local area also offers a varied choice for those enjoying outdoor pursuits.

**Tenure:** Freehold

**Local Authority:** Aberdeenshire Council

**Energy Performance Certificate (EPC):** Current Rating F

### Additional Fees

**Buyer's Premium:** £3,000

**Administration Charge:** £0

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

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**AUCTION  
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## 280 Main Street, Cambuslang G72 7EG

\*GUIDE PRICE: **£34,000** (plus fees)**Commercial unit**

Fantastic opportunity to purchase this great sized detached commercial unit which is located in a prominent position at the main entrance to Cambuslang train station, on Main Street, which is the main thoroughfare running through Cambuslang town centre which makes it an exceptional trading location. The surrounding area is mixed commercial and residential in nature. Internally, the unit is broadly rectangular in shape and has been sub-divided to form front shop, toilet, kitchen area and store. The shop has a roller shutter secured frontage display window and entrance doorway.

**Excellent trading location****Area of high footfall****Former coffee shop****Suitable for small business rates relief****Rateable value £8400 p/a****51.77 sqm****Area**

Cambuslang is a suburb of Glasgow and is located in the South Lanarkshire district lying 5 miles south east of the City Centre. The town has a resident population in the region of 25,000 persons and is well served by road, rail and public transport networks.

**Tenure:** Freehold**Local Authority:** South Lanarkshire Council**Additional Fees****Buyer's Premium:** £3,000**Administration Charge:** £0**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 4 Fardenreoch Cottage, Glenginnet Road, Barr, Girvan KA26 9TU

**\*GUIDE PRICE: £21,500 (plus fees)**



### Development Opportunity

This traditional two bedroom detached cottage extends over two levels and enjoys a peaceful location within the scenic conservation village of Barr. The property has undergone partial refurbishment which offers developers an exciting opportunity to complete the full programme of refurbishment works for resale, long term rental or for the holiday rental market geared towards those looking to enjoy the variety of outdoor pursuits in the surrounding area. The current accommodation comprises, on the ground floor, two living spaces and bathroom although there is no kitchen currently fitted. On the upper level there are two bedrooms, one of which offers an en-suite shower room and walk in wardrobe/dressing room. Further benefits include a garage and off street parking area to the front of the property. The potential to add significant value to this property is sure to attract strong demand and, as such, early viewing is recommended to fully appreciate the opportunity on offer.

**Home Report £25,000**

**Exciting refurbishment project**

**Great opportunity to add value**

**Detached traditional cottage**

**Peaceful conservation village location**

**EPC Rating - F**

**Perfect holiday rental or buy to let property**

### Area

The scenic conservation village of Barr enjoys idyllic setting in South West Ayrshire amid the Carrick Hills, bordering the Galloway Forest, and appeals to both those looking to relax in beautiful surroundings as well as more active visitors seeking a wide choice of outdoor pursuits. The traditional village offers local facilities and a primary school with a greater range available in Girvan which is approximately 8 miles away. Girvan provides a range of amenities which include nursery, primary and secondary schooling; community hospital; a town centre with both independent and multiple retailers; ASDA supermarket; 18 hole golf course; attractive seafront and harbour; railway station with connections north to Prestwick Airport and south to Stranraer. Turnberry Hotel and Golf courses are close at hand as is Culzean Castle and Country Park. The county town of Ayr is approximately 22 miles and Prestwick Airport approximately 26 miles. Glasgow is about 56 miles.

**Tenure:** Freehold

**Local Authority:** South Ayrshire Council

**Energy Performance Certificate (EPC):** Current Rating F

### Additional Fees

**Buyer's Premium:** £1,140

**Administration Charge:** £1,860

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

# Just bought a property that's been sitting empty? Not sure where to start?

Properties empty for **6 months or more** may qualify for discounts, advice and assistance to help bring them back into use.

Contact the **Scottish Empty Homes Partnership** today to find out more.

**0344 515 1941**

**[emptyhomes@shelter.org.uk](mailto:emptyhomes@shelter.org.uk)**

**[shelterscotland.org/emptyhomes](http://shelterscotland.org/emptyhomes)**





# INTRODUCING ESTATE AGENTS

A selection of our loyal Joint Agents from across both regions

Glasgow: 0141 339 4466  
Aberdeen: 01224 974 139  
[info@auctionhousescotland.com](mailto:info@auctionhousescotland.com)

# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY NON ATTENDING 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 non attending / 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 Non Attending or Telephone set out overleaf.

## PROPERTY AND BID DETAILS

Lot No.:  Property Address:

My maximum bid (non attending bids only) will be: £

(amount in words):

## DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my non attending bid or £3,000, whichever is the greater amount, plus the auction fee/administration charge (as per each individual lot) to 1% of the purchase price subject to a minimum of £3,000 inc VAT.

OR

☐

Payments can be made via Debit/Credit Card (No fees apply), or by bank transfer. Please contact the office on 0141 339 4466.

My cheque of £  payable to ROSS HARPER PROPERTY AUCTIONS LTD  
(amount if applicable)

I hereby authorise Auction House Scotland 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 Minute of Preference on my behalf and recognise that I will be the legally bound purchaser of the property within the time specified in the General/Special Conditions.

Signed:  Date:

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND NON ATTENDING BIDS

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 deposit of 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. The Administration fee/Buyers Premium is also chargeable at this stage see individual lots for the amounts.
2. The bidder must provide certified proof of identity in the form of a scan driving licence or passport, and a scan of a utility bill to [info@auctionhousescotland.com](mailto:info@auctionhousescotland.com). You can authorise Auction House Scotland to carry out a Veriphy check for you at a charge of £10 inc VAT. 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 : Non Attending & Telephone Bids, Auction House Scotland, 18 Woodside Place, Glasgow G3 7QL or emailed to [info@auctionhousescotland.com](mailto:info@auctionhousescotland.com) to arrive before 6pm 2 working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House Scotland and this can be done by telephoning the office on 0141 339 4466.
4. 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.
5. In the case of a Non Attending Bid, Auction House Scotland staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House Scotland reserve the right not to bid.
6. Auction House Scotland reserve the right not to bid on behalf of Non Attending 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.
7. In the event that the Non Attending or Telephone bid is successful, the Auctioneer will sign the minute of preference on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. 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). An Administration Charge/Buyers Premium will also be applicable, see individual lot for details. The balance of the deposit (if any) will be held by Auction House Scotland pending completion.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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 Scotland 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 and the deposit returned as soon as reasonably possible.
11. 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.
12. The authority can only be withdrawn by notification in writing delivered to Auction House Scotland 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.
13. 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 Scotland staff as empowered under the written authority. Auction House Scotland will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House Scotland 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

# ANTI-MONEY LAUNDERING EXPLAINED

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## Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

New Regulations have now been introduced that require auctioneers and estate agents to undertake more stringent verification of all sellers, all buyers and those that bid for auction properties. Auction House Scotland have set up procedures in accordance with these requirements and would welcome your assistance in ensuring compliance.

Everyone attending our auctions with the intention of bidding must bring with them documentation that (a) proves their identity and (b) their place of residence – these are required for compliance purposes only and we will also comply with the data protection regulations, currently in force and as and when amended. You must allow us to copy this documentation for storage and filing for 5 years.

## The Documentation you must bring with you to the Auction

1. **UK individuals** – we must verify your name and residential address. Therefore, we require two documents. One must be from list A, and the other from list B.
2. **Corporate customers, partnerships, and private companies** must provide: a) The company registration number AND b) Registered address PLUS c) Evidence that individuals have the authority to act on behalf of the company.
3. **UK Trusts, public companies, partnerships, occupational pension schemes, registered charities in Scotland, local authorities or non-UK individuals** you should contact us well in advance of bidding at the auction or buying to confirm the documentation we require.

### List A – Evidence of Identity (inc Photograph)

- Current valid signed passport
- Current valid signed UK photo-card driving licence
- A valid identity card (HM forces, police warrant card, prison officer, government or local authority issued)
- A firearm or shotgun licence
- An original Birth Certificate (issued within twelve months of the date of birth)

### List B – Evidence of Residence (and your Name)

- An original Inland Revenue tax notification, self-assessment statement or tax demand
- An original household insurance certificate
- An original utility bill less than three months old (not a mobile phone bill)

- An original council tax bill for the current council tax year.
- An original council rent book showing rent paid for the last three months
- An original mortgage statement for the mortgage accounting year just ended
- An original statement for either current bank or building society which must be less than three months old

## Bidding/Buying on behalf of another party

If you are attending the auction on behalf of another, you must have:

- (1) Proof of your own identity and residence and;
- (2) Certified copies of the actual buyer's identity and residence. (Plus a letter confirming the authority to bid).

Certified copies must be original documentation and signed as true certified copies by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, NCCB regulated mortgage broker, certified accountant, teacher, doctor, a minister of religion, port master or sub-postmaster. NOTE: All of the above must be capable of being contacted by telephone by us prior to you buying and/or on the day of the auction.

## Matching an Identified Buyer with source of funds

We are also required to match the Identity of the Purchaser with the Bank Account from which deposit funds are drawn; if deposit monies are to be paid from an account in another name then that individual will also need to be verified.

## Electronic Anti-Money Laundering Checks

Auction House Scotland have also set up a facility with Veriphy to undertake electronic AML checks and will use the service to further verify all successful buyers and those for whom we provide remote bidding services. There is a charge of £10 inc VAT per search. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

## Queries and Contacting Us

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please contact our Sales Team on 0141 339 4466.



# GENERAL CONDITIONS

## AUCTION HOUSE SCOTLAND

Special capitalised words are used throughout this document, and, unless the context suggests otherwise the word is defined on its first use. These conditions ("General Conditions") apply to the sale of each of the properties placed in the auction ("Lot") subject to any variation or addition referred to in the special conditions of sale relating to the Lot ("Special Conditions") which shall have precedence over these General Conditions in case of any conflict.

- 1) The owner of, or person authorised to deal with, the Lot ("Seller") reserves to itself the following rights:-
  - a) to withdraw the Lot from the auction;
  - b) the right to sell by private bargain the whole or any part of the Lot before the auction and that without disclosing the reserve price or giving any reason;
  - c) to consolidate two or more lots into one Lot and;
  - d) the right to bid by itself or by the Auctioneer up to the reserve price.
- 2) Unless otherwise stated, there will be an undisclosed reserve price.
- 3) The Auctioneer retains the right to regulate the bidding and refuse any bid or bids without assigning any reason therefor in his sole and absolute discretion. All bidders are required to register their details and provide proof of identity and any other regulatory requirements as detailed by the Auctioneer to obtain a bidder's number prior to bidding. In the event of competition, each offer after the first shall exceed the immediately preceding offer by such sum as may be prescribed by the Auctioneer. The Auctioneer retains the right to divide and sell the Lot in separate lots if the Lot is unsold or sell a group of individual lots as one lot. All bids are to be made clearly. The person offering the reserve price or, if there be more offers than one, above the reserve price, the highest bidder, shall be the successful bidder ("Purchaser") and such bid shall be the price payable by the Purchaser to the Seller for the Lot ("Price"). On the fall of the Auctioneer's hammer on his successful bid, the Purchaser must provide the Auctioneer with their allocated bidding number and in default the Auctioneer shall be entitled to re-submit the Lot for sale. The Purchaser shall then immediately pay the deposit in the manner prescribed by the Auctioneer. After paying the necessary deposit the Purchaser shall then immediately complete and sign the Minute of Preference and Enactment, the date of which shall be the date of the auction and shall become bound and obliged for the sum offered by the Purchaser. If the successful bidder acted as an agent he must give details of his principal at the time of completing and signing the Minute of Preference and Enactment. In default the Auctioneer will be entitled to re-submit the Lot for sale or allocate a representative to sign the contract as offeror for the Purchaser and principal. A bid which does not reach the reserve price at the time of auction may be held provisionally by the Auctioneer and submitted to the Seller of the Lot to be accepted or rejected. The bidder is held liable to their provisional bid price for 7 working days after the auction date. If the Auctioneer does not return an answer to the bidder within this time then the bidder is not required to stand on their provisional bid. If the provisional bid is accepted then the bidder shall be the Purchaser and is required to proceed under auction terms immediately upon notification.
- 4) The Judge of the Roup shall be the Auctioneer named in any Minute of Preference and Enactment and shall have power to determine whatever questions or differences may occur at the Auction between Seller and a bidder or among the bidders themselves in relation to the foresaid Auction, to prefer the highest bidder and also to adjourn the Auction from time to time.
- 5) Where the sale of a Lot is agreed pre or post auction then the payment of the deposit shall bind the person purchasing the Lot as the Purchaser to these General Conditions and the Special Conditions and the Purchaser will proceed as if the Lot had been purchased at the auction. The Auctioneer reserves the right to modify the specified Date of Entry in the auction contract.
- 6) Where a deposit payment is made by telephone or proxy form there shall be no cooling off period allowed. In default of the Purchaser signing the contract the Auctioneer will be entitled to allocate a representative to sign the contract as offeror for the Purchaser and principal.
- 7) If the Purchaser is a Limited Company then:-
  - a) The contract to purchase the Lot shall be deemed to be entered into at the request of the person bidding at the Auction ("Guarantor")
  - b) The Guarantor warrants that the Purchaser is a properly constituted Limited Company of good standing and empowered to purchase any estate or interest in land in the United Kingdom and that the Guarantor has been duly authorised by the Purchaser to bind the Purchaser to purchase the Lot.
  - c) The Guarantor guarantees to the Seller (as witnessed by the signature of the Guarantor on the Minute of Preference and Enactment which the Guarantor shall be deemed to sign as agent for the Purchaser and as the Guarantor of the Purchaser) as follows:
    - i) That the Guarantor shall within five working days of any request therefor provide to the Seller's solicitors such evidence as they may reasonably require to verify the warranties given by the Guarantor under clause 6.b.
    - ii) That the Purchaser will observe and perform its obligations under this contract to purchase the Lot and the Guarantor will pay and make good to and keep the Seller indemnified in respect of all losses, actions, costs, expenses and damages of the Seller arising by virtue of any breach by the Purchaser of such obligations and the Guarantor's liabilities to the Seller hereunder shall not be released by any neglect or forbearance on the part of the Seller in enforcing or giving time to the Purchaser for the performance of the Purchaser's contract to purchase the Lot and
    - iii) That if any liquidator of the Purchaser shall disclaim this contract to purchase the Lot then the Seller may within 28 days from the date of such disclaimer give the Guarantor fourteen days written notice requiring the Guarantor to accept such disposition of the subjects contained in the Lot upon the same terms as the General Conditions and Special Conditions (as if any such liquidator had not disclaimed the same) save that time shall be of the essence for the purpose of the date for completion which shall be on or before the expiry of such fourteen days' notice and the Guarantor shall (in addition to the payment of all sums due from the Purchaser to the Seller under this contract) pay to the Seller any interest which should have been payable to the Seller by the Purchaser but for such disclaimer.
- 8) A deposit of 10% of the purchase price (subject to a minimum of £3,000) shall be paid by the successful bidder or the Purchaser contemporaneously with the execution of Minute of enactment and Preference to the Auctioneer as agents for the Seller, and after the completion and subscription of the Minute of Preference and Enactment. Payment of the deposit must be made by cleared funds in such manner as the Auctioneer, in their sole discretion, specify. In addition to the deposit, the Purchaser will be required to pay an auction fee of 1% of the purchase price subject to a minimum of £3000 inclusive of VAT. This fee is chargeable at the discretion of the Auctioneer. If the Purchaser fails to pay the deposit, the Auctioneer may re-sell the Lot or require the bidder immediately preceding to the Purchaser to complete the purchase at his last offer without prejudice to the Seller's right to claim damages against the Purchaser for his failure. If a cheque given for the payment of the deposit is dishonoured on presentation or if the Purchaser fails to pay such deposit immediately after subscription of the Minute of Preference and Enactment, the Seller will be entitled to treat this as breach of contract by the Purchaser and will be entitled, but not bound, to rescind the contract and re-sell the Lot. Without prejudice to this the Seller may still claim damages for breach of contract against the Purchaser. The Auctioneer reserves the right to hold the Minute of Preference and Enactment until clear funds have been secured from the Purchaser.
- 9) The date ("Date of Entry"), when the balance of the Price is payable, shall take place on the date specified in the Special Conditions or, if not specified, twenty eight days after the date of the auction or such earlier date as may be mutually agreed between Seller and the Purchaser. The Price will be exclusive of VAT. Should VAT be chargeable on the Lot, the Seller reserves its right to charge VAT in addition to the Price, in exchange for a valid VAT invoice. If the balance of the Price has not been paid in full by 3pm on the Date of Entry the Seller's solicitors shall be entitled to refuse to settle the transaction on that day or, as a condition of completing after 3pm on that day, to require that the next working day shall be deemed to be the Date of Entry for the purpose of calculating interest on the balance of the Price payable, and apportioning incomings and outgoings. Payment of the balance of the Price in full by 3pm on the Date of Entry is of the essence of the contract. In the event of the balance of the Price or any part thereof remaining outstanding as at the Date of Entry, then notwithstanding consignment or the fact that entry has not been taken by the Purchaser, the Purchaser shall be deemed to be in material breach of contract and further, interest will accrue, on the balance of the Price, in favour of the Seller at the rate of five per cent per annum above the Royal Bank of Scotland plc base lending rate governing from time to time until full payment of the balance of the Price (including the interest accrued) is made or, in the event of the Seller exercising his option to rescind the contract, until such time as the Seller shall have completed re-sale of the Lot and received the re-sale price and further interest shall run on any shortfall between the balance of the Price and the re-sale price until such time as the shortfall shall have been paid to the Seller by the Purchaser. If the balance of the Price, with interest as aforesaid, is not paid in full by the date seven days after the Date of Entry the Seller will be entitled to treat the Purchaser as being in material breach of contract and will be entitled to rescind the contract without liability upon giving prior written notice to that effect to the Purchaser and, in such circumstances, the Purchaser's deposit will be held to be forfeit to the Seller, without prejudice to the Seller's right to claim damages for all loss, damage and expense suffered as a result of the breach of contract by the Purchaser, so far as such loss exceeds the deposit forfeited by the Purchaser, including interest on the balance of the Price calculated as set out in this clause. For the purpose of computation, the interest element of any claim by the Seller shall be deemed to be a liquidate penalty provision eligible notwithstanding the exercise by the Seller of his option to rescind the contract for non-payment of the price

# GENERAL CONDITIONS

## AUCTION HOUSE SCOTLAND

or any repudiation of the contract by the Purchaser. If for any reason the Seller is unable to complete the sale of the Lot then all deposit monies will be returned to the Purchaser. The Purchaser agrees that the Auctioneer and Seller will not be held liable for any expenses, loss of possible income incurred by the Purchaser in this instance or any liability whatsoever.

- 10) The risk of damage or destruction of the Lot will pass to the Purchaser on the date of subscription of the Minute of Preference and Enactment by or on behalf of the Purchaser and the Purchaser shall make his own arrangements for insurance of the Lot with effect from that time. The Seller will be under no liability in respect of any damage to or destruction of the Lot from whatever cause as from this time. The Purchaser will be bound to proceed with the purchase of the Lot notwithstanding damage to or destruction of the Lot from whatever cause.
- 11) The Purchaser will be entitled to any rents of the Lot purchased by him from and after the date of payment of the Price in full. All apportionments as between the Seller and the Purchaser of rent or other receipts or outgoings shall be made as at the Date of Entry on a day/year basis on the assumption of a 365 day year.
- 12) The Purchaser shall be deemed to have made all necessary enquiries in connection with the planning position, the status of roads, footpaths, and main drains and generally all such other matters as are normally covered by Land Register/ Sasine Searches, Property Enquiry Certificates, Coal Reports, Searches in the personal registers, charges registers and registers of insolvencies and the Seller will not be required to produce any such certificates or Searches. The Purchaser is deemed to have placed no reliance whatsoever on:
  - a) any sales evidence or lettings evidence which appears in the catalogue or websites, and the Purchaser shall be deemed to have made his own enquiries with regards to sales evidence and letting potential of the Lot;
  - b) any comments made either verbally or in the catalogue or on websites, with respect to; descriptions or location, accommodation details or descriptions or statements, any rental guarantees, any sales evidence whatsoever, any lettings evidence whatsoever, any prospective development potential of the Lot or any related property which may be stated whatsoever, or anything which appears on the descriptive page or website relating to the Lot whatsoever, or has been verbally said to the Purchaser or prospective purchasers.
- 13) No warranty or representation is given by the Seller or the Auctioneer:
  - a) that the present use of the Lot is a permitted use under the Town and Country Planning (Scotland) Acts;
  - b) as to the state or condition of the Lot or any part of it;
  - c) as to whether the Lot is subject to any schemes, resolutions, development orders, improvement notices or other proposals under the Housing Acts or other legislation or regulations of whatever kind;
  - d) as to descriptions, extents, boundaries, advertisements, accommodation, rentals, rateable value, Council Tax, leases, burdens, servitudes, rights of way or wayleaves, whether formally constituted or not, building warrants, building warrant plans, certificates of completion, planning permissions, superior consents, planning or any orders, regulations or notices made by or issued by an authority, or any particulars, plans, documents or information given by the Seller or his agents;
  - e) as to whether the Lot is affected by rights and interests of statutory undertakers including rights and interests relating to electricity substations, generators and gas governors and that irrespective of whether such rights and interests are held under lease, title, missives or otherwise nor as to the extent to which the Lot is subject to or has the benefit or any leases and other rights of possession and occupancy or other third party interests; or
  - f) that upon registration of the Disposition or Assignment in favour of the Purchaser a Land Certificate in favour of the Purchaser or any derivative interest from the Purchaser shall be granted without exclusion or limitation of warranty or any relevant note by the Keeper of the Registers of Scotland.
- 14) The Purchaser accepts the title to the Lot as it stands and the Purchaser will be taken bound to have satisfied himself as to the validity and sufficiency of the title and the Seller's right to the Lot and his ability to sell same. Without prejudice to the foregoing or to any other clause within the General Conditions or Special Conditions, the Purchaser will be bound to accept the title subject to such burdens, conditions, rights of pre-emption, rights of redemption and restrictions on use which may be imposed or contained in the title or otherwise affect the Lot, and will be bound to comply therewith or obtain any necessary Waiver thereof all at his own expense. The minerals will be conveyed only in so far as the Seller has right thereto. The Lot will be sold under burden of any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, under, through or across the Lot. The Purchaser will free and relieve the Seller of all obligations incumbent upon the Seller to construct, uphold or maintain any items of common property and any fences, walls, drains, ditches, water supplies or other works with connection to the Lot. If the title to a Lot is not registered at The Land Register of Scotland or in Sasine Registers, it will be deduced in accordance with the Special Conditions. Any plan which the Purchaser may wish to incorporate in his title to the Lot or annex to the Disposition in his favour, or which may be required by the Keeper of the Land Register shall be prepared at the sole expense of the Purchaser and shall not be warranted by the Seller. The Seller's Solicitors will be under no obligation to exhibit or deliver any evidence including consents, affidavits or renunciations required under or by virtue of the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004.
- 15) No Legal Reports or Searches in the Charges Registers or Company Files for the Seller or any predecessors in title will be exhibited nor will any letters of non-crystallisation of any floating charge be exhibited or delivered in respect of any floating charge granted by the Seller or any predecessor in title. No Plans Reports will be exhibited or delivered and no Advance Notice will be registered by the Seller's Solicitors. The Purchaser's solicitors shall be entitled to register at their own cost an Advance Notice in respect of the Disposition in favour of the Purchaser and any Standard security by the Purchaser in favour of a lender (provided that such Advance Notices are discharged immediately if requested by the Seller's Solicitors). The Seller will be responsible for the discharge of any recorded/registered Standard Securities affecting the Lot. Where any Lot is being sold by the Seller as heritable creditor in possession no discharges of the Standard Security in favour of the Seller or of any pari passu or postponed Standard Securities will be exhibited or delivered. No discharges of any inhibitions registered against the granter of the said Standard Security in favour of the Seller as heritable creditor and dated after the date of registration of the said Standard Security shall be exhibited or delivered.
- 16) Subject to the existence of any Leases or other interests detailed in the Special Conditions, the Purchaser shall accept that vacant possession is given of the whole or any part of the Lot which is sold with vacant possession notwithstanding that there may be furniture, fittings or effects remaining therein and shall not be entitled to require the Seller to arrange for the removal of same, nor object to the taking of same, since the Seller gives no warranty as to the ownership of any moveable items situated within the Lot.
- 17) The Purchaser is deemed to have satisfied itself as to any lease or tenancy agreement in place and accept the terms of any such agreement for the Lot.
- 18) On the Date of Entry and in exchange for payment of the Price and interest thereon (if any) the Seller shall deliver to the Purchaser (i) a duly executed Disposition or Assignment of the Lot in favour of the Purchaser and under the reservations, burdens, conditions and others referred to in the title deeds of the Lot or otherwise affecting the same; and (ii) any occupancy, tenancy or lease documentation relating to the Lot. Any current lets, servitudes, rights of possession and other rights however constituted shall be excluded from the warrandice to be granted in said Disposition. The Seller will not be required to convey, transfer or assign the whole or any part of the Lot to any person or body other than the Purchaser or Guarantor. If the Purchaser defaults or its liquidator disclaims the contract nor shall the Seller be required to execute a Disposition or Assignment other than of the whole Lot nor at a price different from the Price
- 19) Notwithstanding the delivery of the Disposition or any Assignment in favour of the Purchaser, the General Conditions, the Special Conditions, the Articles of Roup and the Minute of Preference and Enactment to follow thereon will form a continuing and enforceable contract, except in so far as fully implemented thereby, but the contract shall cease to be enforceable after a period of three months after the date of delivery of the Disposition or Assignment. Should any documents be incorrectly executed and there be a discrepancy or disagreement on the terms, prices and parties of the contract then referral will be made to the Auctioneer's auction notes and any applicable evidence. Failure of a Seller to produce a home report or EPC when required does not constitute breach of contract on behalf of the Seller.
- 20) The Law of Scotland shall apply to the interpretation of the General Conditions, the Special Conditions and any Minute of Preference and Enactment, and the Articles of Roup and the Seller and the Purchaser, by subscription of the relevant Minute of Preference and Enactment, prorogate the jurisdiction of the Courts in Scotland
- 21) If so requested by the Auctioneer the Special Conditions, the Articles of Roup and the Minute of Preference and Enactment shall be electronically executed in terms of Part 10 of the Land Registration Etc. (Scotland) Act 2012.

# Going once...

## The most suitable properties for auction include:

- 🔨 Properties for improvement
- 🔨 Tenanted properties
- 🔨 Residential investments
- 🔨 Development propositions
- 🔨 Building Land
- 🔨 Mixed use properties
- 🔨 Commercial investments
- 🔨 Unique properties
- 🔨 Land (development or greenfield)
- 🔨 Lock up garages

## Auction dates:

**2nd April 2020**

**25th June 2020**

**24th September 2020**

**26th November 2020**

**[auctionhousescotland.com](https://www.auctionhousescotland.com)**

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