

**AUCTION
HOUSE**

SOUTH WALES

**AUCTION
HOUSE**

COMMERCIAL

Wednesday
12th December 2018
7.00pm

Village Hotel
29 Pendwyallt Road
Coryton
Cardiff CF14 7EF



AUCTION VENUE

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Coryton
Cardiff CF14 7EF



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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

Wednesday 12th December 2018 7.00pm

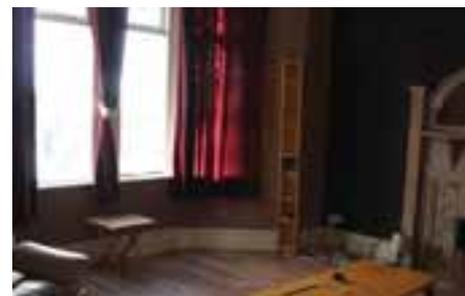
Village Hotel, 29 Pendwyallt Road, Coryton, Cardiff CF14 7EF

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	25 Porthkerry Road, Barry, The Vale of Glamorgan CF62 7EP	£150,000 +	Residential
2	2 Dalton Street, Cathays, Cardiff CF24 4HB	£125,000 +	Residential for improvement
3	1 Concrete Cottages, Milford Haven, Pembrokeshire SA73 2QE	£55,000 +	Residential for improvement
4	222 Holton Road, Barry, The Vale of Glamorgan CF63 4HS	£120,000 +	Commercial
5	Land at Hall Street, Ebbw Vale, Blaenau Gwent NP23 6AT	£5,000 +	Agricultural/Amenity Land
6	Honeycott, The Legar, Llangattock, Crickhowell, Powys NP8 1HH	£140,000 +	Residential for improvement
7	66 High Street, Treorchy, Rhondda Cynon Taff CF42 6NY	£37,000 +	Residential for improvement
8	32 York Place, Newport NP20 4GB	£128,000 +	Residential for improvement
9	49A Fields Park Avenue, Newport NP20 5BE	£185,000 +	Residential for improvement
10	Park Lodge Bungalow, Chapel Road, Ross-On-Wye, Herefordshire HR9 5PR	£95,000 +	Residential
11	88-92 & 104, Chepstow Road, Newport NP19 8EE	£750,000 +	Commercial Investment
12	36 Wordsworth Close, Ebbw Vale, Blaenau Gwent NP23 6QU	£45,000 +	Residential for improvement
13	Robert Street Carpark, Milford Haven, Pembrokeshire SA73 2HR	POSTPONED	Block of Garages
14	6-8 St James Street, Monmouth, Monmouthshire NP25 3DL	£295,000 +	Commercial
15	119 Llewellyn Street, Ferndale, Rhondda Cynon Taff CF43 3LD	£35,000 +	Residential for improvement
16	Hillside, Leyshell, Walford, Ross on Wye, Herefordshire HR9 5QS	£350,000 +	Residential
17	1 Springfield Terrace, Port Talbot, Neath Port Talbot SA12 8HN	£55,000 +	Residential
18	Corner House, 1 Park View, Tiers Cross, Haverfordwest, Pembrokeshire SA62 3BW	£140,000 +	Residential
19	2 Milton Drive, Bridgend CF31 4QE	£90,000 +	Residential
20	21 Clos Y Cwm, Penygroes, Llanelli, Carmarthenshire SA14 7RG	£85,000 +	Residential
21	10 Llewellyn Terrace, Llwynypia, Tonypany, Rhondda Cynon Taff CF40 2HF	£40,000 +	Residential
22	Brynhyfryd Chapel, Bryn Terrace, Swansea, Swansea SA1 2PR	£100,000 +	Redevelopment
23	2 Oak Villas, Bryncethin, Bridgend CF32 9YR	£65,000 +	Residential for improvement
24	83 Hill Street, Haverfordwest, Pembrokeshire SA61 1QL	£140,000 +	Residential Investment
25	2 Wyeside Park, Bishopswood, Near Lower Lydbrook, Herefordshire HR9 5QX	£115,000 +	Residential
26	47-48 High Street, Bargoed, Caerphilly CF81 8RD	£90,000 +	Commercial
27	5 Stepney Street, Llanelli, Carmarthenshire SA15 3UP	£375,000 +	Commercial Investment
28	4 Llwynypia Road, Tonypany, Rhondda Cynon Taff CF40 2EL	£35,000 +	Residential for improvement
29	Plot to the rear of Ty Rhosyn, Camrose, Haverfordwest, Pembrokeshire SA62 6JA	£55,000 +	Plots/Building Land
30	40 Park Street, Mountain Ash, Rhondda Cynon Taff CF45 3YL	£30,000 +	Residential for improvement
31	Land adjacent to 40 Clydach Road, Craig Cefn Parc, Swansea SA6 5TA	£30,000 +	Building Plot
32	Plot 87 Land South Pen-Y-Dre, Off Rigwgarn Estate, Trebanog, Porth, Rhondda Cynon Taff CF39 9DJ	Nil Reserve	Plots/Building Land
33	Plot 86 Land South of Pen-y-Dre, off Rigwgarn Estate, Trebanog, Porth, Rhondda Cynon Taff CF39 9DJ	Nil Reserve	Plots/Building Land
34	69 Wen Graig Road, Trealaw, Tonypany, Rhondda Cynon Taff CF40 2QG	£50,000 +	Residential
35	Land to the West of Station Road, Ystrad Mynych, Caerphilly CF82 7AT	£10,000 +	Amenity Land/Woodland
36	384 Pentregethin Road, Gendros, Swansea SA5 8AH	£100,000 +	Residential for improvement
37	32 Angus Street, Roath, Cardiff CF24 3LY	£170,000 +	Residential for improvement
38	5 Livingstone Place, Newport NP19 8EY	£85,000+	Residential

*Description on Auction Information page

25 Porthkerry Road, Barry, The Vale of Glamorgan CF62 7EP

*GUIDE PRICE: **£150,000 +** (plus fees)



Bay Fronted Three Storey House In Need Of Refurbishment.

A delightful bay fronted end of terrace house with sea views over Whitmore Bay in Barry and within easy access off all local amenities and the link roads to Cardiff and The M4 .The property requires refurbishment throughout and offers ideal family accommodation.

Ground Floor: Entrance hall, three reception rooms, kitchen and utility room.

First Floor: Two double bedrooms, bathroom, shower room and small laundry room.

Second Floor: Two double bedrooms and further attic room for storage.

Outside: Front and rear gardens with side access and elevated seating area to the rear.

Viewing Schedule:

Friday 23rd November 12.00-12.30

Friday 30th November 12.00-12.30

Friday 7th December 12.00-12.30



Tenure: See Legal Pack

Local Authority: Vale of Glamorgan Council

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

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.



Residential For Improvement

2 Dalton Street, Cathays, Cardiff CF24 4HB

***GUIDE PRICE:**

£125,000 + (plus fees)

Residential

End of terrace two storey house in need of some refurbishment. The property offers two reception rooms, kitchen, two bedrooms and bathroom. Benefits include gas central heating, double glazing and rear garden. Located in the Cathays area of Cardiff just off Crwys Road.

Ground Floor: Two reception rooms and kitchen.

First Floor: Two bedrooms and bathroom.

Outside: Rear garden.

Viewing Schedule:

Friday 23rd November 11.00-11.30

Friday 30th November 11.00-11.30

Friday 7th December 11.00-11.30

Monday 10th December 11.00-11.30



Tenure: See Legal Pack

Local Authority: Cardiff Council

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

Energy Performance Certificate (EPC): Current Rating E

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 For Improvement

1 Concrete Cottages, Milford Haven, Pembrokeshire SA73 2QE

***GUIDE PRICE:**

£55,000 + (plus fees)

Residential

End terrace house in need of some modernisation with fantastic water views. The accommodation is offered over three stories with a detached garage.

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

First Floor: Conservatory, bedroom and bathroom.

Second Floor: Loft room.

Outside: Courtyard and detached garage.

Viewing Schedule:

Wednesday 21st November 11.00-11.30

Wednesday 28th November 11.00-11.30

Wednesday 5th December 11.00-11.30



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Price And Kelway, 17 Hamilton Terrace, Milford Haven, SA73 3JA. Tel: 01646 695311.

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](#)

222 Holton Road, Barry, The Vale of Glamorgan CF63 4HS

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



Commercial Property with Development Potential

To be sold with Vacant Possession.

The Property is located on the western end of Holton Road in the Town Centre of Barry. Barry is located approximately 8 miles to the west of Cardiff and 8.5 miles to the M4 Motorway.

Description:

The Property is a substantial end of terrace building on Basement, Ground, First and Second floor levels. There are 3 entrances into the building together with 1 private parking space at the rear of the building.

Internally the property has been sub-divided to create a ground floor retail unit with office and W/c. The remainder of the Property is occupied and comprises of offices with ancillary areas. The property is to be sold with Vacant Possession with the tenant vacating on the 1 January 2019.

Subject to the obtaining the relevant planning permissions the property

Tenure: See Legal Pack

Local Authority: Vale of Glamorgan Council

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

Energy Performance Certificate (EPC): Current Rating D

would be suitable for a change of use to residential.

Business Rates:

The Property has a rateable value as below:

Ground Floor Front, 222 Holton Road: £6,200 p.a.

1st & 2nd floors rear of 222 Holton Road: £10,000 p.a

The UBR for Wales (2018/2019) is 0.514 p to the £1.00.

Parties are asked to make their own enquiries with the Local Valuation Office

Accommodation:

The Property has been measured on an Net Internal Area basis and measures approximately 169.5 sq m / 1824 sq ft.

Viewing Schedule:

Viewing is by appointment only, please contact David Jones to arrange. d.jones@auctionhouse.co.uk / 01633 212555

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.

Agricultural/Amenity Land

Land at Hall Street, Ebbw Vale, Blaenau Gwent NP23 6AT

*GUIDE PRICE:

£5,000 + (plus fees)

Land

Approximately 2.4 acres (0.97 ha) of land located close to the Ebbw Vale Festival Park. All prospective purchasers are advised to contact Blaenau Gwent County Borough Council regarding any planning permissions.

NB: There is an overage provision, please refer to the legal pack.



Tenure: See Legal Pack

Local Authority: Blaenau Gwent County Council Borough Council

Solicitors: Richard Thomas Solicitors, 37 Bethcar Street, Ebbw Vale, NP23 6HW. Tel: 01495304382.

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

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Residential For Improvement

Honeycott, The Legar, Llangattock, Crickhowell, Powys NP8 1HH

*GUIDE PRICE:

£140,000 + (plus fees)

Residential For Improvement

Semi detached cottage in need of refurbishment benefiting from a double garage and gardens.

The property is located between Crickhowell and Llangattock on the A4077.

Ground Floor: Entrance hall, living room, kitchen, rear utility area and wc.

First Floor: Open plan area with potential for 3-4 bedrooms and bathroom.

Outside: Double garage and parking. Side and rear gardens.

Viewing Schedule:

Thursday 22nd November 15.00-15.30

Thursday 29th November 15.00-15.30

Thursday 6th December 15.00-15.30



Tenure: See Legal Pack

Local Authority: Powys County Council

Solicitors: Eversheds, 1 Callaghan Square, Cardiff, CF10 5BT. Tel: 02920 477242.

Energy Performance Certificate (EPC): Current Rating D

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.

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7

Residential For Improvement

**66 High Street, Treorchy, Rhondda Cynon Taff
CF42 6NY**

***GUIDE PRICE:
£37,000 + (plus fees)**

Ideal Buy To Let Opportunity

Mid terraced, two storey house ideal for the buy to let landlord or owner occupier.

Located within walking distance of Treorchy Town Centre.

Ground Floor: Entrance, lounge, kitchen and rear hall.
First Floor: Two bedrooms and shower room.
Outside: Rear garden.

Viewing Schedule:

Sunday 25th November 09.00-09.30
Saturday 1st December 16.00-16.30
Sunday 9th December 10.00-10.30



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

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

Energy Performance Certificate (EPC): Current Rating D

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](#)



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Residential For Improvement

32 York Place, Newport NP20 4GB

***GUIDE PRICE:
£128,000 + (plus fees)**

Investment Opportunity

Substantial three storey mid terraced property with separate ground floor studio flat.

Located within walking distance of Newport City Centre and St Woolos Hospital.

Ground Floor: Entrance hall, three large reception rooms, kitchen and wc.
Lower Ground Floor: Self contained studio flat with private entrance.
First Floor: Four bedrooms and bathroom.
Outside: Small rear garden.

Viewing Schedule:

Friday 23rd November - 14.00 - 14.30
Friday 30th November - 14.00 - 14.30
Friday 7th December - 14.00 - 14.30



Tenure: See Legal Pack

Local Authority: Newport City Council

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

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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Tenure: See Legal Pack

Local Authority: Newport City Council

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

Energy Performance Certificate (EPC): Current Rating D



Residential For Improvement

49A Fields Park Avenue, Newport NP20 5BE

***GUIDE PRICE:**

£185,000 + (plus fees)

Residential

A former coach house located in a sought after residential area just outside Newport City Centre.

This detached two storey house retains many original features and has ample off road parking.

Ground Floor: Entrance into spacious open plan lounge/kitchen with stairs leading down to:

Lower Ground Floor: Two rooms and bathroom.

Outside: Outbuildings with potential for redevelopment subject to the necessary planning permission and a level garden.

Viewing Schedule:

Friday 23rd November 15.00-15.30

Friday 30th November 15.00-15.30

Friday 7th December 15.00-15.30

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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Next Auction Date 13th February 2019

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**AUCTION
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SOUTH WALES

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Residential

Park Lodge Bungalow, Chapel Road, Ross-On-Wye, Herefordshire HR9 5PR

*GUIDE PRICE:

£95,000 + (plus fees)

Residential

Ideal for the buy to let investor or owner occupier, is this two bedroom bungalow located just outside the sought after town of Ross on Wye with an excellent range of local amenities. The property is well presented and benefits from an off road parking space.

Accommodation: Lounge, kitchen, inner hallway, two bedrooms and shower room.

Outside: Courtyard garden and parking.

Viewing Schedule:

Friday 23rd November 10.00-10.30

Thursday 6th December 11.00-11.30



Tenure: See Legal Pack

Local Authority: Herefordshire County Council

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

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.

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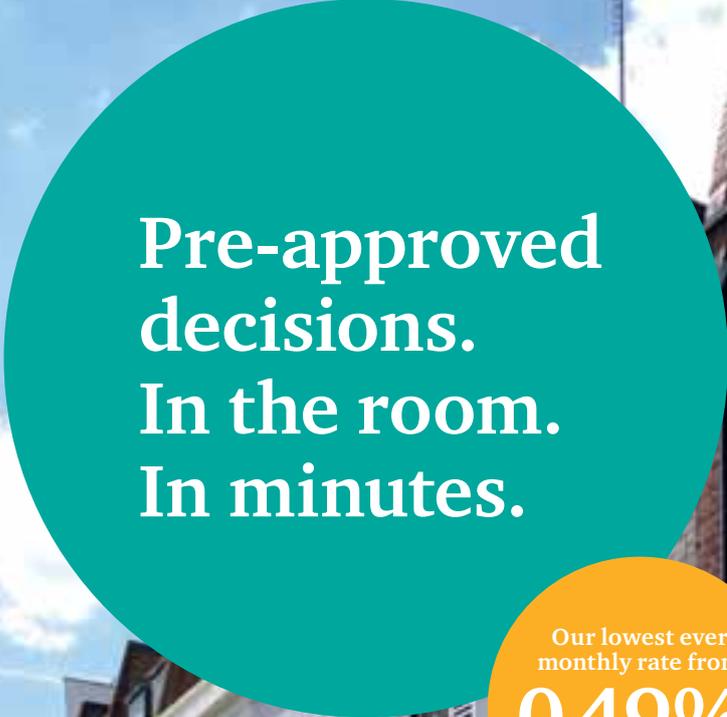
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88-92 & 104, Chepstow Road, Newport NP19 8EE

*GUIDE PRICE: **£750,000 +** (plus fees)



Fully Let Residential / Commercial Investment

*** 7 week completion***

Income producing £87,287 per annum***

The Property is located on Maindee Square, Chepstow Road which is an arterial link road connecting Newport City Centre to Junction 24 of the M4 Motorway towards the Celtic Manor Resort. Maindee Square is a busy local retailing parade with a mix of local and national retailers as well as Lloyds Bank. There is on-street parking as well as a pay and display car park opposite.

Description:

The property comprises of 4 retail units with 11 flats.

No.88 Chepstow Road:

The Ground Floor is let to Stackers; an A3 user on a 5 year lease from February 2017 at a rent of £8,000 p.a.x. There is a tenant break clause in January 2019 - no notice has been given to date.

No.90 Chepstow Road:

The ground floor is let to Ty Hafen; a charity on a 10 year lease from September 2015 at a rent of £8,000 p.a.x with a tenant break clause in September 2020.

No. 88 - No.90 Chepstow Road - Residential Flats:

There are 5 flats to the upper floors producing a total income of £2,011 per calendar month.

Additional income is generated from roof top solar panels at £3,200 p.a

Tenure: See Legal Pack

Local Authority: Newport City Council

Solicitors: Everett Tomlin Lloyd & Pratt, Gold Tops, Newport, NP20 4PH. Tel: 01633 251801.

No.92 Chepstow Road:

The ground floor is occupied by 'Images on Skin' on a 7 year lease from November 2014 at a rent of £8,000 p.a.x.

The upper floors comprise of 2 flats producing an income of £833 per calendar month.

Further income is roof top solar panels at a rent of £1,600 p.a.x.

No.104 Chepstow Road:

The ground floor is let to St David's Foundation who have been in occupation for over a decade. They are currently holding over at a rent of £7,500 p.a.x.

There is a ground floor flat and 2 flats to the upper floors generating an income of £1,271.64 p.a.

Further income is generated from a roof top solar panel at £1,600 p.a.x.

*Rents are subject to variation and are correct at time of writing.

Please refer to legal pack.

Viewing Schedule:

Wednesday 28 November 12.00 - 12.45

Wednesday 5 December 12.00 -12.45

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.

12

Residential For Improvement

36 Wordsworth Close, Ebbw Vale, Blaenau Gwent
NP23 6QU

*GUIDE PRICE:

£45,000 + (plus fees)

Residential

Two bedroom mid terraced property on the edge of Willoughtown.

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

First Floor: Two bedrooms and bathroom.

Outside: Patio area.

Viewing Schedule:

Monday 26th November 14.00-14.30

Monday 3rd December 14.00-14.30

Monday 10th December 14.00-14.30

RIGHT TO BUY



Tenure: See Legal Pack

Local Authority: Blaenau Gwent County Council Borough Council

Solicitors: Fonseca & Co, New County Buildings, 59 Bethcar Street, Ebbw Vale, NP23 6HW. Tel: 01495 303124. Ref: David Thickens.

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

13

Block of 4 Garages

Robert Street Carpark, Milford Haven,
Pembrokeshire SA73 2HR

*GUIDE PRICE:

£20,000 + (plus fees)

Garages

Four top gables overlooking Robert Street public car-park, conveniently located just a few hundred yards from Milford Haven town with its range of shops and amenities. The garages have direct access via a lane off Priory Street.

Viewing Schedule: Contact West Wales Properties on 01437 762626.

POSTPONED



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: JCP Solicitors Fishguard, Sycamore Lodge, Hamilton Street, Fishguard, SA65 9HL. Tel: 01437 771171. Ref: Carole Cotton.

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

6-8 St James Street, Monmouth, Monmouthshire NP25 3DL

*GUIDE PRICE: £295,000 + (plus fees)

**Retail Unit**

The Property is situated on St James Street in Monmouth Town Centre. The Property has great prominence to St James Street and from the A40 dual carriageway road that links the M4 motorway at Newport in South Wales with the M50 motorway at Ross-on-Wye; this connects in turn with the M5 motorway south of Worcester in the West Midlands.

Description:

The Property comprises a ground floor double fronted retail unit with part first floor area.

Internally, the Property provides an open plan sales area with stores and a commercial kitchen with extraction canopy with toilets to the ground and first floor levels.

The Property has been finished to a high specification and is capable of immediate occupation which was previously trading as a restaurant.

Tenure: See Legal Pack

Local Authority: Monmouthshire County Council

Viewing: 28th November 10:30 - 11:00. 5th December 14:00 - 14:30.

Energy Performance Certificate (EPC): Current Rating C

Accommodation:

The Property has been measured on a Net Internal Area as below:

Ground Floor: 142.2 sq m / 1,530 sq ft

First Floor: 53.34 sq m / 596 sq ft

NIA: 195.5 sq m / 2,126 sq ft

Planning:

Interested parties are advised to make their own enquiries with the local authority. The most recent use was as a restaurant under an A3 Planning Use.

Business Rates:

The Property has a rateable value of £22,750 p.a.

The UBR for Wales (2018/2019) is 0.514 p to the £1.00.

Parties are asked to make their own enquiries with the Local Valuation Office.

Viewing Schedule:

Wednesday 28th November 10.30-11.00

Wednesday 5th December 14.00-14.30

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.

15

Residential For Improvement

119 Llewellyn Street, Ferndale, Rhondda Cynon Taff
CF43 3LD

*GUIDE PRICE:

£35,000 + (plus fees)

Residential

Four bedroom mid terrace property situated in Ferndale.

Ground Floor: Entrance hall, two reception rooms, kitchen and bathroom.

First Floor: Four bedrooms and wc.

Outside: Small yard area to rear with an elevated rear garden in need of cultivation.

Viewing Schedule:

Sunday 25th November 10.00-10.30

Sunday 2nd December 14.00-14.30

Sunday 9th December 11.00-11.30

Please book via Purplebricks website to confirm attendance.



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

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

Energy Performance Certificate (EPC): Current Rating D

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

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Hillside, Leyshill, Walford, Ross on Wye, Herefordshire HR9 5QS

*GUIDE PRICE: **£350,000 +** (plus fees)



Stunning Family Home

Four bedroom detached cottage with superb views over the River Wye towards Goodrich Castle and the South Herefordshire Countryside.

This four bedroom cottage lies off a country track leading from Bulls Hill.

Within the parish of Walford, the hamlet of Leys Hill is approximately 10 minutes drive to the historic market town of Ross-on-Wye with a range of shopping, sporting, social facilities and the primary schools of Walford and Goodrich.

The property is backed by beautiful woodland with foot paths where you will find access to the Wye Valley Walk.

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

First Floor: Four bedrooms, en-suite shower room and family bathroom.

Outside: The property is approached via a single track which leads to the parking and turning area.

Gated entrance leads in from the parking area with steps down to the property, outside power and lighting, full length terrace and decked area with views to Ross-on-Wye and the South Herefordshire countryside.

The garden slopes away from the front of the property and extends to Whittings Lane which can be accessed from the Walford to Forest of Dean road.

There is a lawned area and also an area of woodland included with the sale.

Viewing By Appointment with Bidmead Cook, Ross-on-Wye on 01989 763553.





Tenure: See Legal Pack

Local Authority: Herefordshire County Council

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

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.

17

Residential

1 Springfield Terrace, Port Talbot SA12 8HN

***GUIDE PRICE:**

£55,000 + (plus fees)

Semi Detached House

Three bedroom semi detached house on an elevated plot with gardens. The house benefits from gas central heating and double glazing. Located in Port Talbot with excellent access to the M4 and the shopping centre of Port Talbot.

Ground Floor: Entrance hall, 2 reception rooms & kitchen

First Floor: Three bedrooms, bathroom & separate w.c.

Outside: Paved garden with side access to the rear.

Viewing Schedule:

Thursday 29th November 12.00-12.30

Monday 10th December 12.00-12.30



Tenure: See Legal Pack

Local Authority: Neath Port Talbot County Borough Council

Solicitors: Kevin Lane & Company Solicitors, 11 Courtland Place, Port Talbot, SA13 1JJ. Tel: 01639 893700.

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

18

Residential

Corner House, 1 Park View, Tiers Cross, Haverfordwest, Pembrokeshire SA62 3BW

***GUIDE PRICE:**

£140,000 + (plus fees)

Residential

Detached six bedroom house with three reception rooms, kitchen breakfast room, two bathrooms and a shower room. This substantial property offers vast accommodation with ample parking for several vehicles, double garage and second double garage with workshop in need of completion. The potential for this property is endless; whether you are looking for a large family home or bed and breakfast opportunity as it is located just 4 miles from the coastline with its popular beaches.

Ground Floor: Entrance hall, three reception rooms and kitchen/breakfast room.

First Floor: Six bedrooms, two bathrooms and shower room.

Outside: Rear garden, two garages and parking.

Viewing Schedule:

Viewing By Appointment Via West Wales Properties 01646 698585.



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Evans Powell & Co, 17 Murray Street, Llanelli, Carmarthenshire, SA15 1AQ. Tel: 01554 772632.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

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

Administration Charge: £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

19

Residential

2 Milton Drive, Bridgend CF31 4QE

*GUIDE PRICE:

£90,000 + (plus fees)

Residential For Improvement

Semi detached dormer bungalow with two double bedrooms situated on a corner plot in Cefn Glas. The accommodation requires modernisation.

Ground Floor: Entrance hall, lounge/diner, kitchen, conservatory, bedroom and shower room.

First Floor: Open plan bedroom.

Outside: Garage, front and rear gardens.

Viewing Schedule:

Saturday 24th November 10.00-10.30

Saturday 8th December 10.00-10.30



Tenure: See Legal Pack

Local Authority: Bridgend County Borough Council

Solicitors: Anthony & Jarvie Solicitors, 6 Court Road, Bridgend, Glamorgan, CF31 1BW. Tel: 01656 332248. Ref: Gordon Kemp.

Energy Performance Certificate (EPC): Current Rating E

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

20

Residential

21 Clos Y Cwm, Penygroes, Llanelli, Carmarthenshire SA14 7RG

*GUIDE PRICE:

£85,000 + (plus fees)

Investment Opportunity

Modern mid link and well presented three bedroom house which is ideal for the owner occupier or buy to let landlord.

Located approximately 4 miles to the West of the Town of Ammanford and within a short drive of the M4 with links to Swansea, Llanelli and Carmarthen.

Ground Floor: Lounge, kitchen/diner, rear hallway and ground floor wc.

First Floor: Three bedrooms and bathroom.

Outside: Off road parking for two cars and enclosed rear garden.

Viewing Schedule:

Wednesday 21st November 15.00-15.30

Thursday 22nd November 15.00-15.30



Tenure: See Legal Pack

Local Authority: Carmarthenshire County Council

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

Energy Performance Certificate (EPC): Current Rating C

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

Residential

10 Llewellyn Terrace, Llwynypia, Tonypany, Rhondda Cynon Taff CF40 2HF

*GUIDE PRICE:

£40,000 + (plus fees)

Semi Detached House

Three bedroom semi detached two storey house with large rear garden and decked area.

Located in a quiet location between the town of Tonypany and Llwynypia.

Ground Floor: Lounge and kitchen/diner.

First Floor: Three bedrooms and bathroom.

Outside: Front is accessed via a pedestrian lane.

Rear garden has a level lawn with decked area and further ground leading down onto Winton Terrace.

NB There is evidence of Japanese Knotweed.

Viewing Schedule:

Tuesday 27th November 13.00-13.30

Tuesday 4th December 13.00-13.30



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Newbold & Co Solicitors, 110 High Street, Barry, CF62 7YP. Tel: 01446 700693.

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: £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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or email southwales@auctionhouse.co.uk

Brynhyfyd Chapel, Bryn Terrace, Swansea SA1 2PR

*GUIDE PRICE: **£100,000 +** (plus fees)



Development Opportunity

The subject property is located on the corner of Bryn Terrace and Llangyfelach Road(B4489) in Brynhyfyd, approximately 2 miles north of Swansea City Centre, 2.5 miles south of Junction 45 of the M4 via the A4067 dual carriageway. The immediate area is predominantly residential as well as commercial occupiers.

Description:

The Property comprises a former chapel constructed in the late 18th Century which is of solid stone construction under a timber framed pitched roof with slate coverings.

Many original features within the church remain in-situ.

The former school at the rear of the site is attached to the main chapel and forms part of the sale. This property has access off Bryn Terrace.

Planning:

Planning Permission has been granted for the Retention and removal of pews and construction of internal partitions to provide area for children's day nursery. The application was granted with conditions on 12 May 2015. Planning Reference: **2014/0775**.

Planning Permission has been granted for the conversion of Sunday School building to two self contained flats and associated external alterations, The application was granted on 24 March 2017. Planning Reference Number: **2016/3210/FUL**

Full details of both applications can be viewed via:
<https://www.swansea.gov.uk/planningsearch>

Viewing Schedule:

Saturday 24th November: 12.30 – 13.00
 Saturday 1st December: 12.30 – 13.00
 Sunday 9th December: 15.00 – 15.30

Please book to view via Purplebricks website to confirm attendance.

Tenure: See Legal Pack

Local Authority: Swansea City and Borough Council

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

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.

23

Residential For Improvement

2 Oak Villas, Bryncethin, Bridgend CF32 9YR

*GUIDE PRICE:

£65,000 + (plus fees)

Residential

Three bedroom semi detached property in need of modernisation. The property is situated within 1/2 mile of the M4 at Junction 36. Bryngarw Country Park, swimming pool, rail link and leisure centre are also within approximately 1-2 miles.

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

First Floor: Three bedrooms and bathroom

Outside: Rear garden and driveway.

Viewing Schedule:

Saturday 24th November 13.30-14.00

Saturday 1st December 10.00-10.30

Monday 10th December 12.00-12.30



Tenure: See Legal Pack

Local Authority: Bridgend County Borough Council

Solicitors: Optima Legal - LGB, Hepworth House, Claypit Lane, Leeds, LS2 8AE. Tel: 01344 571 6524.

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.

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*Description on Auction Information page

24

Residential Investments

83 Hill Street, Haverfordwest, Pembrokeshire SA61 1QL

*GUIDE PRICE:

£140,000 + (plus fees)

Residential Investment

Investment income £17,760 per annum. Grade II Listed property converted into four self contained flats situated in the popular residential area close to schools, shops and hospital.

With each flat currently tenanted under Assured Shorthold Tenancy Agreements, this makes this property an excellent opportunity with an initial yield of 12.6% on your investment.

Flat 1: Lounge, kitchen, two bedrooms and shower room.

Flat 2: Open plan kitchen/lounge, bedroom and shower room.

Flat 3: Studio with shower room and wc.

Flat 4: Open plan kitchen/lounge, two bedrooms, en suite and shower room.

Viewing By Appointment with West Wales Properties on 01437 762626.



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: JCP Solicitors, Ty Gelli Aur, 10 Quay Street, Carmarthen, SA31 3JT. Tel: 01267 248982. Ref: Martha Williams.

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

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

25

Residential

2 Wyeside Park, Bishopswood, Near Lower Lydbrook, Herefordshire HR9 5QX

*GUIDE PRICE:

£115,000 + (plus fees)

Residential

Two bedroom residential park home for the over 45's.

Located in the Wye Valley offering countryside, river and forest views. There is a current Ground Rent of £130 per month.

Accommodation: Lounge/dining room, kitchen, utility room, two double bedroom, en-suite cloakroom and bathroom.

Outside: Decked terrace, two lawned areas and off road parking.

Viewing Schedule:

Wednesday 21st November 10.00-10.30

Wednesday 28th November 10.00-10.30

Wednesday 5th December 14.00-14.30

Monday 10th December 14.00-14.30

BIGGEST COOK



Tenure: See Legal Pack

Local Authority: Herefordshire County Council

Solicitors: Site Pack, No solicitor required.

Energy Performance Certificate (EPC): Current Rating G

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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47-48 High Street, Bargoed, Caerphilly CF81 8RD

*GUIDE PRICE: **£90,000 +** (plus fees)



Commercial Development

An ideal redevelopment opportunity to acquire and develop the property with planning for No.5 Residential Flats and No.2 Retail Units with private parking.

The Property is situated on High Street in Bargoed. Bargoed is a town in the Rhymney valley in the borough of Caerphilly. The Property is located approximately 17 miles to the north of Cardiff.

Description:

The Property is detached across 3 floors providing a large open plan retail area with ancillary stores. The Property had been most recently occupied by a convenience store.

Planning:

The Property has the benefit of a change of use from A1 Retail to A3 Cafe and D2 leisure space on Ground Floor and and change of use from B8 Storage to

C3 Flats on the first and second floor. Planning was granted on 19 October 2016, planning reference, 16/0908/FULL, full details can be viewed at <https://publicaccess.caerphilly.gov.uk>

Business Rates:

The Property has a rateable value of £11,534 p.a.

The UBR for Wales (2018/2019) is 0.514 p to the £1.00.

Parties are asked to make their own enquiries with the Local Valuation Office

Viewing:

By appointment only.

Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

Solicitors: Buss Murton Law, Wellington Gate, 7-9 Church Road, Tunbridge Wells, TN1 1HT. Tel: 01892 502324.

Energy Performance Certificate (EPC): Current Rating C

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.

5 Stepney Street, Llanelli, Carmarthenshire SA15 3UP

*GUIDE PRICE: **£375,000 +** (plus fees)



Retail / Residential Investment

Llanelli is situated 15 miles to the West of Swansea. The subject property occupies a prime location close to the junction of Stepney Street and Market Street.

Description:

The Property comprises of an end of terrace building with a ground floor retail area and No.6 residential flats to the ground, first and second floor levels.

The ground floor retail unit has a glazed frontage to Stepney Street with an external glazed front canopy.

The remainder of the building comprises of 6 flats with private parking. The communal areas and flats have been finished to a high standard.

Tenancies:

- Ground Floor: Vacant
- Flat 1: £120 per calendar week
- Flat 2: £95 pcw
- Flat 3: £120 pcw
- Flat 4: £120 pcw
- Flat 5: Vacant – previously paying £95 pcw.
- Flat 6: £120 pcw.

Current Rents Received: £575 pcw / £29,990 p.a.x

Viewing Schedule:

- Thursday 29th November: 14.00 – 14.30
- Thursday 6th December: 14.00 – 14.30

Tenure: See Legal Pack

Local Authority: Carmarthenshire County Council

Solicitors: Kevin Lane & Company Solicitors, 11 Courtland Place, Port Talbot, SA13 1JJ. Tel: 01639 893700.

Energy Performance Certificate (EPC): 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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Residential Investment

4 Llwynypia Road, Tonypany, Rhondda Cynon Taff CF40 2EL

***GUIDE PRICE:**
£35,000 + (plus fees)

Investment Opportunity

Double fronted, mid terraced, two bedroom property currently let at £248.00 every 4 weeks. (£3,224 pa). The property is located in Tonypany with an excellent range of local amenities.

Ground Floor: Entrance, three reception rooms and kitchen.

First Floor: Two bedrooms and bathroom.

Outside: Enclosed rear garden with lane access.

Viewing Schedule:

Friday 7th December 14.00-14.30

Monday 10th December 14.00-14.30

Wednesday 12th December 14.00-14.30



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Hek Jones, 104 Whitchurch Road, Cardiff, CF14 3LY. Tel: 02920349820. Ref: Alex Oakley.

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.



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*Description on Auction Information page



Plots/Building Land

Plot to the rear of Ty Rhosyn, Camrose, Haverfordwest, Pembrokeshire SA62 6JA

***GUIDE PRICE:**
£55,000 + (plus fees)

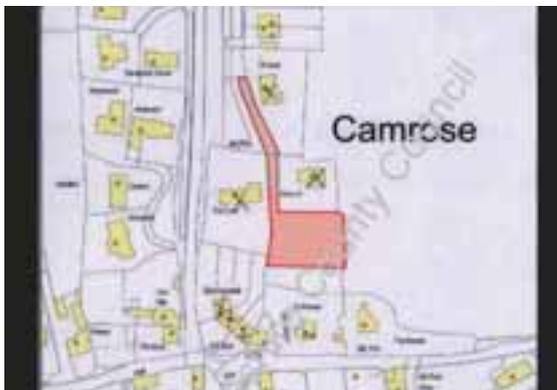
Building Plot

Building plot with outline planning permission situated within the popular village of Camrose that is only 4 miles north of the county town of Haverfordwest.

Outline planning permission approved Application Number: **17/0033/PA**.

There is a Section 106 contribution charge of £25,437.50 to be paid on completion of the build.

This is a unique opportunity to build on a secluded plot with private access in a sought after village.



Tenure: See Legal Pack

Local Authority: Pembrokeshire County Council

Solicitors: Star Legal, Princess House, Princess Way, Swansea, SA1 3LW. Tel: 01792 910051. Ref: Gareth Noble.

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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Building Land



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Unique Properties



Amenity Land & Other Property

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**AUCTION
HOUSE**

30

Residential For Improvement

40 Park Street, Mountain Ash, Rhondda Cynon Taff CF45 3YL

*GUIDE PRICE:

£30,000 + (plus fees)

Ideal Buy To Let

Mid terraced three storey property situated in Mountain Ash close to local amenities and the A470 to Cardiff and the M4 at Junction 32. There is also a train station at Mountain Ash.

Ground Floor: Reception room.

Lower Ground Floor: Kitchen and bathroom.

First Floor: Three bedrooms.

Outside: Rear garden.

Viewing Schedule:

Tuesday 27th November 12.00-12.30

Tuesday 4th December 12.00-12.30



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

Solicitors: Spicketts Batrick Cardiff, 126 Clifton Street, Cardiff, CF24 1LX. Tel: 02920 461480.

Energy Performance Certificate (EPC): Current Rating E

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.

auctionhouse.co.uk/southwales

*Description on Auction Information page

31

Building Plot

Land Adjacent To 40 Clydach Road, Craig Cefn Parc, Swansea SA6 5TA

*GUIDE PRICE:

£30,000 + (plus fees)

Building Plot

A building plot located in the sought after area of Craig Cefn Parc on the fringes of Clydach enjoying valley and hillside views with footpath access to the RSPB Nature Reserve in the valley below. Craig Cefn Parc is an area of outstanding natural beauty and offers good access to the M4, Morriston Hospital and local schools.

The plot was granted planning permission following an appeal on 4.1.2018.

Planning Ref: 2017/1316/OUT.

We advise that all prospective buyers contact Swansea City Council regarding all planning permissions.



Tenure: See Legal Pack

Local Authority: Swansea City and Borough Council

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

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.

auctionhouse.co.uk/southwales

*Description on Auction Information page

Plots/Building Land

Plot 87 Land South Pen-Y-Dre, Off Rigwgarn Estate, Trebanog, Porth, Rhondda Cynon Taff CF39 9DJ

*GUIDE PRICE:

Nil Reserve (plus fees)

Building Plot

The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth. Buyers are to rely on their own enquiries as to any potential change of use.

See individual legal packs for further information and details of rights of way and fees.

Each purchase will pay a legal cost of £882.

There are no overage provisions as part of the contract.

Additional Fees

Administration Charge: £594.00 inc VAT is 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: Rhondda Cynon Taff County Borough Council

Solicitors: O'Neill Patient, Chester House, 2 Chester Road, Hazel Grove, Stockport, SK7 5NT. Tel: 0161 694 3000. Ref: Anna Chappells.

Plots/Building Land

Plot 86 Land South of Pen-y-Dre, off Rigwgarn Estate, Trebanog, Porth, Rhondda Cynon Taff CF39 9DJ

*GUIDE PRICE:

Nil Reserve (plus fees)

Building Plot

The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth. Buyers are to rely on their own enquiries as to any potential change of use.

See individual legal packs for further information and details of rights of way and fees.

Each buyer will pay legal costs of £882.

There are no overage provisions as part of the contract.

Additional Fees

Administration Charge: A payment of £594 inc VAT is 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: Rhondda Cynon Taff County Borough Council

Solicitors: O'Neill Patient, Chester House, 2 Chester Road, Hazel Grove, Stockport, SK7 5NT. Tel: 0161 694 3000. Ref: Anna Chappells.



34

Residential

69 Wen Graig Road, Trealaw, Tonypanyd, Rhondda Cynon Taff CF40 2QG

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

Ideal Buy To Let / Owner Occupier

Well presented and updated end of terrace property ideal for the buy to let land or an owner occupier.

The property has been recently refurbished and is located just outside the town of Tonypanyd with good road and rail links to Cardiff City centre.

Ground Floor: Living room & kitchen

First Floor: Two bedrooms and a bathroom.

Outside: Front garden with a pedestrian lane leading to the main road.

Viewing Schedule:

Friday 7th December 13.15-13.45

Monday 10th December 13.15-13.45

Wednesday 12th December 13.15-13.45



Tenure: See Legal Pack

Local Authority: Rhondda Cynon Taff County Borough Council

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

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](#)



35

Amenity Land / Woodland

Land to the West of Station Road, Ystrad Mynach, Caerphilly CF82 7AT

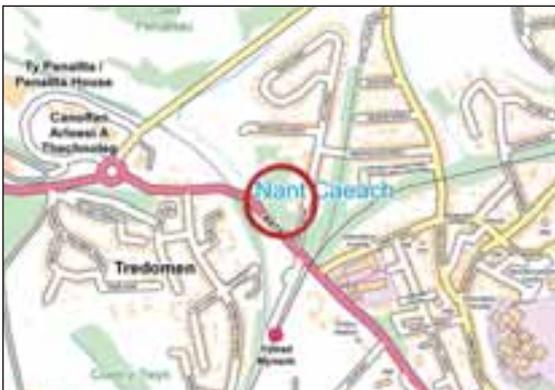
***GUIDE PRICE:**
£10,000 + (plus fees)

Amenity / Woodland

The site is situated on the west side of Station Road in Ystrad Mynach within walking distance of the Railway Station.

We understand that the site measures approximately 0.65 acres and is wooded and overgrown with a stream running along one boundary of the site.

Prospective purchasers are advised to make their own Planning enquiries with the Local Authority.



Tenure: See Legal Pack

Local Authority: Caerphilly County Borough Council

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

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](#)

36

Residential For Improvement

384 Pentregethin Road, Gendros, Swansea SA5 8AH

***GUIDE PRICE:**

£100,000 + (plus fees)

Residential For Improvement

Three bedroom detached property in need of modernisation.

Convenient location near schools, parks and amenities.

Ground Floor: Entrance hall, two reception rooms and kitchen.

First Floor: Three bedrooms and bathroom.

Outside: Enclosed rear garden mainly laid to lawn.

Viewing Schedule:

Monday 26th November 12.00-12.30

Saturday 1st December 14.30-15.00

Monday 10th December 16.30-17.00



Tenure: See Legal Pack

Local Authority: Swansea City and Borough Council

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

Energy Performance Certificate (EPC): Current Rating E

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.

auctionhouse.co.uk/southwales

[*Description on Auction Information page](#)

37

Residential For Improvement

32 Angus Street, Roath, Cardiff CF24 3LY

***GUIDE PRICE:**

£170,000 + (plus fees)

Residential

Mid terrace two storey house located in the Roath area of Cardiff within walking distance of all local amenities and the City Centre.

Ground Floor: Entrance hall, lounge, dining room, kitchen and two shower rooms.

First Floor: Three bedrooms and two en-suites.

Outside: Rear garden.

Viewing Schedule:

Friday 30th November 10.00-10.30

Friday 7th December 10.00-10.30

Monday 10th December 10.00-10.30



Tenure: See Legal Pack

Local Authority: Cardiff Council

Solicitors: TLT, Solicitors, PO Box 2623, 101 Victoria Street, Bristol, BS1 9AZ. Tel: 0333 006 0870.

Energy Performance Certificate (EPC): Current Rating D

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

5 Livingstone Place, Newport NP19 8EY

*GUIDE PRICE:

£85,000 + (plus fees)

Residential

Mid terrace two storey house located in the Maindee area of Newport close to all local amenities, Newport City Centre and the M4.

Ground Floor: Entrance hall, two reception rooms, kitchen and ground floor bathroom with separate wc.

First Floor: Three bedrooms.

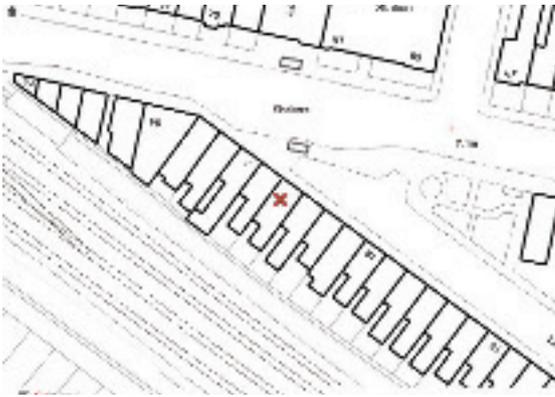
Outside: Rear garden.

Viewing Schedule:

Wednesday 28th November 13.30-14.00

Wednesday 5th December 13.30-14.00

Friday 7th December 13.00-13.30



Tenure: See Legal Pack

Local Authority: Newport City Council

Solicitors: Atkinsons Solicitors, Transport House, 1 Cardiff Road, Newport, NP20 2EH. Tel: 01633 251118. Ref: Mr Alan Trott Esq..

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.

WAYS TO BID AT AN AUCTION

IN PERSON



As a potential buyer you attend the auction and bid for the property.

IN PROXY



Proxy bidding is used when you cannot attend the auction.

IN TELEPHONE



A telephone bidding service is also available to those unable to attend, but you will need to make the necessary arrangements with Auction House prior to auction day.

Completion of a Proxy or Bidding Form sent to us with your deposit cheque and buyers administration fee is all that is needed to make either a Proxy or Telephone Bid. This can be found within the auction catalogue, on our website auctionhouse.co.uk/southwales or call our regional auction office:

01633 212 555
or email southwales@auctionhouse.co.uk

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 accepted 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**:
- 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);
 - sign the completed **sale memorandum**; and
 - pay the deposit.
- A5.4 If you do not we may either:
- 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
 - sign the **sale memorandum** on your behalf.
- A5.5 **The deposit:**
- 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
 - 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:
- you are personally liable to buy the lot even if you are acting as an agent; and
 - 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**:
- matters registered or capable of registration as local land charges;
 - matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - notices, orders, demands, proposals and requirements of any competent authority;
 - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - rights, easements, quasi-easements, and wayleaves;
 - outgoings and other liabilities;
 - any interest which overrides, within the meaning of the Land Registration Act 2002;
 - 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
 - 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:
- the **documents**, whether or not the **buyer** has read them; and
 - 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:
- any minimum deposit stated in the **auction conduct conditions** (or the total price, if this is less than that minimum); and
 - 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- 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
 - 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:
- produce to the **buyer** on request all relevant insurance details;
 - pay the premiums when due;
 - 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;
 - 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;
 - 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
 - (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:
- The **buyer** may raise no requisition or objection to any of the **documents** that is made available before the **auction**.
 - 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.
 - 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.
 - If title is in the course of registration, title is to consist of certified copies of:
 - the application for registration of title made to the land registry;
 - the **documents** accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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**.
 - 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):
- 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
 - 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**:
- 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
 - 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:
- direct transfer to the **seller's** conveyancer's client account; and
 - 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:

- terminate the contract;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the lot; and
- 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:

- terminate the contract; and
- 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:

- the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- 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:

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

G9.5 The buyer must:

- promptly provide references and other relevant information; and
- 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:

- the buyer is liable to pay interest; and
 - 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:

- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- 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
- 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:

- so state; or
- give no details of any arrears.

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

- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- 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);
- 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;
- 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:

- observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- give notice of assignment to the tenant; and
- 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:

- 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
- this condition G15 applies.

G15.2 The seller confirms that the seller

- is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- 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:

- it is registered for VAT, either in the buyer's name or as a member of a VAT group;
- 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;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- 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:

- of the buyer's VAT registration;
- that the buyer has made a VAT option; and
- 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:

- 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
- 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:

- 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;
- the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- 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:

- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
- 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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15th May 2019

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