

AUCTION HOUSE

BRISTOL & WEST

**The UK's No. 1
Auctioneer selling
more properties
across the UK
than anyone else**

LAND & PROPERTY AUCTION

**Tuesday 30th July 2019
7.00pm**

The Heineken Lounge
Ashton Gate Stadium
Winterstoke Road
Bristol BS3 2LQ



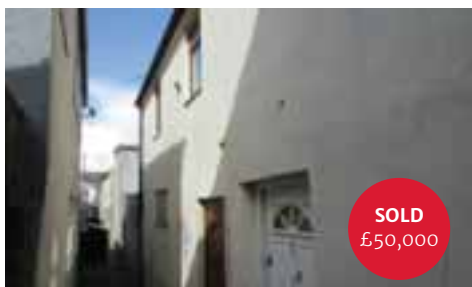
HIGHLIGHTS FROM THE MAY AUCTION

Flat 1, 41 Foster Street, Bristol
BS5 6JE
Guide: £80,000



A 1 bedroom garden flat in need of complete modernisation offering great rental potential.

3 North Lane, Weston-Super-Mare
BS23 1QR
Guide: £40,000+



A 2 bedroom semi-detached mews house in central position in need of modernisation.

Paddock End, Newmans Lane, Timsbury,
Bath & North East Somerset BA2 0JA
Guide: £220,000-£230,000



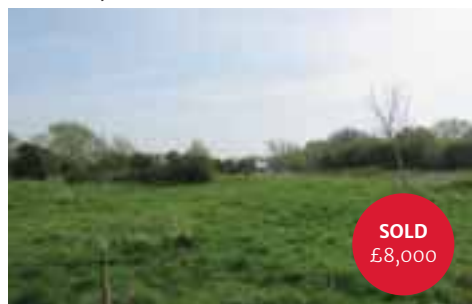
A good sized 3 bedroom semi-detached house in need of modernisation.

1 Silver Street, Littledean, Cinderford,
Gloucestershire GL14 3NN
Guide: £265,000



Charming character cottage in need of modernisation, with far reaching countryside views.

Plot 1K Severnside Farm, Walham, Gloucester
GL2 9NF
Guide: £8,000



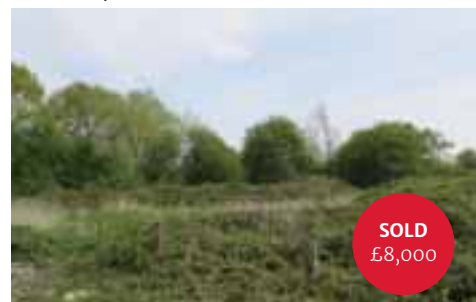
0.42 acre plot of land ideal for use as paddock, recreational use or allotment/small holding.

Plot 1J Severnside Farm, Walham, Gloucester
GL2 9NF
Guide: £8,000



0.42 acre parcel of land with potential for allotment/small holding, recreational use or pony paddock subject to consents.

Plot 1H Severnside Farm, Walham, Gloucester
GL2 9NF
Guide: £8,000



An irregular shaped parcel of land of approx 0.4 acres with potential for a variety of uses.

23 Brocks Mount, Stoke-Sub-Hamdon,
Somerset TA14 6PJ
Guide: £100,000+



An occupied 3 bedroom maisonette.

24 Mayfield Avenue, Fishponds, Bristol
BS16 3NL
Guide: £450,000-£500,000



A large 5 bedroom link-detached house set in 0.33 acres in need of modernisation and offering further development potential.

36 Church Street, Maiden Bradley,
Wiltshire BA12 7HW
Guide: £175,000-£200,000



A mid-terraced house in sought-after Wiltshire village in need of modernisation. Ideal family home or holiday let.

336 Milton Road, Milton,
Weston-Super-Mare BS22 8JN
Guide: £125,000-£150,000



3 bedroom semi-detached house in need of modernisation.

MESSAGE FROM THE AUCTIONEERS

Welcome to our 30th July auction once again at Ashton Gate Stadium

Following on from the success of our May auction, this auction sees 22 lots on offer from no less than 6 counties around the South West including Bristol, Somerset, Wiltshire, Gloucestershire, Worcestershire and Devon. Opportunities include land, building plots, commercial and residential investments as well as houses and flats for refurbishment.

Now a month on from the Tenant Fee Ban in June it generally looks like rents are rising to compensate. With prices staying static, this means yields should improve, further boasting property as a long-term investment. With more choice, an increased number of attractively priced lots and affordable lending this is a great time to buy.

With guide prices ranging from £8,000 for a 0.4 acre parcel of land in Gloucester to £475,000 for a 3 bed detached house in North Somerset with a fantastic view of the Severn estuary, we have something for most budgets.

Our partner agents play an important role in our business so a big thank you to them. As our partner agent network grows, we are able to further increase our local knowledge whilst offering auctions on a regional basis from our Bristol base ensuring the widest possible audience is reached.

We hope to see you at the viewings and wish you the best of luck at the auction.

Best wishes

Peter & David Beddoe and the rest of the Auction House Bristol & West Team

We are proud to be working with the following partner agents



199 Milton Road, Weston Super Mare
North Somerset, BS22 8EF
T: 01934 614893
E: sales@averyea.co.uk
W: averyea.co.uk/
Lot: 1



8 Worcester St, Gloucester GL1 3AA
T: 01452 417447
E: gloucester@kjtresidential.co.uk
W: kjtresidential.co.uk
Lots: 4, 13, 14 & 15



489 Bath Road, Saltford, Bristol BS31 3BA
T: 01225 400400
E: saltford@daviesandway.com
W: daviesandway.com
Lots: 6 & 17

NEXT AUCTION DATES

17th September 2019 • 31st October 2019 • 9th December 2019

BIDMEAD COOK



We want to work with Estate,
Letting & Commercial Agents in
the South West

JOIN US TODAY!

Auction House works with many Partner Agents throughout the South West; our aim has always been to run successful professional auctions and to make that service available for independent agents too. We have a well-proven Partner Agent programme and a fee sharing structure that is delivering extra income in a speedy and efficient manner.

We welcome enquiries from any Estate, Letting or Commercial Agent in the South West who is looking to offer an alternative service to their clients. Working with us can ensure a listing isn't lost to an auction competitor or other agent in the local area.

Lees and Waters Estate Agents operate as a Partner Agent in the Bridgwater area:

I'd just like to extend our thanks to Sean and team for their help in the sale of Marina Row. After a bad survey we were having to disclose the defects brought to light and finding a buyer on the second hand sales market was proving difficult.

After a timely meeting with Sean it seemed sending the property to auction would be the best route. It proved to be the best option with a sale agreed on the night of the auction and completion 20 days thereafter.

Wouldn't hesitate to use Auction House Bristol & West again.

For more information about how the Partner Agent role works please call David Beddoe on 0117 9464949 or email bristol@auctionhouse.co.uk

AUCTION VENUE

BRISTOL & WEST
Tuesday 30th July 2019
7.00pm

The Heineken Lounge
Ashton Gate Stadium
Winterstoke Road
Bristol BS3 2LQ

**AUCTION
HOUSE**

BRISTOL & WEST

auctionhouse.co.uk/bristol

Please make sure you get your parking validated in the auction room.



AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an administration charge of 0.3% or a minimum of £1,200.00 (£1,000.00 + 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, building society cheque or personal 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/bristol.



***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

Tuesday 30th July 2019 7.00pm

The Heineken Lounge, Ashton Gate Stadium, Winterstoke Road, Bristol BS3 2LQ

| LOT | ADDRESS | *GUIDE PRICE | LOT TYPE |
|-----|---|---------------------|-----------------------------|
| 1 | 94 Byron Road, Weston-Super-Mare, North Somerset BS23 3XB | £75,000 – £100,000 | Residential for Improvement |
| 2 | Flat 1, Crusader House, 12 St. Stephens Street, Bristol BS1 1EL | £75,000 – £90,000 | Residential Investment |
| 3 | Building Plot Barnfield Cottage, Mill Lane, Bratton Fleming, Barnstaple, Devon EX31 4RT | £50,000 – £80,000 | Plots/Building Land |
| 4 | Flat C, 35 Park End Road, Gloucester, Gloucestershire GL1 5AT | £50,000+ | Residential for Improvement |
| 5 | 11 Market Street, Bradford-On-Avon, Wiltshire BA15 1LL | £50,000+ | Commercial Investment |
| 6 | Hunters Quest, Iford Close, Saltford, Bath & North East Somerset BS31 3BD | £275,000+ | Residential for Improvement |
| 7 | 9 Victoria Park, Weston-Super-Mare, North Somerset BS23 2HZ | £290,000+ | Residential for Improvement |
| 8 | Flat C, Orchard Hall, 57 Station Road, Westbury, Wiltshire BA13 3JW | £60,000 – £80,000 | Residential Investment |
| 9 | Shambles, Bow Street, Langport, Somerset TA10 9PQ | £275,000+ | Mixed Use |
| 10 | Maisonette, 308 Whitehall Road, Whitehall, Bristol BS5 7BW | £95,000+ | Residential Investment |
| 11 | Shop, 308 Whitehall Road, Whitehall, Bristol BS5 7BW | £95,000+ | Commercial Investment |
| 12 | 308 Whitehall Road, Bristol BS5 7BW | £190,000+ | Mixed Use |
| 13 | Plot 1M Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF | £8,000+ | Agricultural/Amenity Land |
| 14 | Plot 1L Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF | £8,000+ | Agricultural/Amenity Land |
| 15 | Plot 1A Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF | £55,000+ | Agricultural/Amenity Land |
| 16 | 48 Marlborough Drive, Worle, Weston-Super-Mare, North Somerset BS22 6DQ | £195,000+ | Residential |
| 16a | Garage & Land adjacent to 48 Marlborough Drive, Worle, Weston-Super-Mare, North Somerset BS22 6DQ | £25,000+ | Plots/Building Land |
| 17 | Land at Hengrove Avenue, Hengrove, Bristol BS14 9TB | £15,000+ | Agricultural/Amenity Land |
| 18 | Site adjacent to 133-135 Lawrence Hill, Lawrence Hill, Bristol BS5 0BT | £95,000+ | Plots/Building Land |
| 19 | 16 Halliwell Road, Portishead, Bristol, North Somerset BS20 8JP | £475,000+ | Residential for Improvement |
| 20 | 19 George Street, Evesham, Worcestershire WR11 4LD | 125,000+ | Residential Investment |
| 21 | 22 Marmaduke Street, Victoria Park, Bristol BS3 4SQ | £250,000+ | Residential |
| 22 | 6 Ansteys Road, Hanham, Bristol, South Gloucestershire BS15 3DT | £145,000 – £175,000 | Residential for Improvement |

*Description on Auction Information page

Residential for improvement



94 Byron Road, Weston-Super-Mare, North Somerset BS23 3XB

***GUIDE PRICE: £75,000 - £100,000 (plus fees)**



Property of non-standard construction and is a BISF type.

This is an extended 3 bedroom, 2 reception room semi-detached BISF style non-standard construction house. The property has at some point had a replacement roof fitted and the cladding upgraded. Internally the property now requires updating. Outside there is a fenced front garden and driveway, whilst to the rear is a large level mature garden backing onto the bowling green.

Accommodation:

Entrance Porch
Entrance Hall
Lounge: 4.16m x 3.68m
Kitchen / Diner: 6.27m x 2.56m
Side Utility Room
Door to rear garden, WC.
First Floor Landing
Bedroom 1: 3.68m x 3.58m
Bedroom 2: 4.09m x 2.59m
Bedroom 3: 2.77m x 2.59m
Bathroom

Outside: To the front there is car hardstanding space with an area of lawn, side gate to the rear garden.
Good size rear garden laid to areas of patio and lawn, enclosed by fencing and walling.



Tenure: Freehold

Local Authority: North Somerset District Council

Solicitors: Wards Solicitors, 37 Boulevard, Weston Super Mare, BS23 1PE. Tel: 01934 413535. Ref: Paul Hayward.

Viewing: Saturdays and Mondays 2.00 - 2.30 Please call our partner agents Avery Estate Agents Tel: 01934 614893 to confirm attendance.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

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

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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



2

Residential Investments

Flat 1, Crusader House, 12 St. Stephens Street, Bristol BS1 1EL

***GUIDE PRICE:**

£75,000 - £90,000 (plus fees)

A tenanted first floor 1 bedroom flat offering gross yield in excess of 10% per annum

This is a well presented light and airy one bedroom first floor flat of approximately 41 sqm/ 413 sqft. Both the living room and bedroom benefit from a dual aspect with the latter enjoying a view of St Stephens Church. The property is currently let at £775 pcm/£9,300 per annum and offers significant scope to increase it to current market levels. Positioned moments away from the cafes, bars and restaurants of Corn Street and Bristol's Harbourside the property is ideal for airbnb style short term letting, with several flats in the building being used for similar purposes, offering potential to further increase the rent.

Accommodation:

Communal Entrance with stairs and lift to upper floors; entrance hall; open plan living space with fitted kitchen and integral appliances including, electric hob with microwave oven, fridge/freezer, washer/dryer and dishwasher; large bedroom with built in wardrobes and large bathroom.

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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



Tenure: Leasehold, residue of a 125 year lease from 25th December 2005. **Service Charge:** £300 per calendar month including electricity and water. **Possession:** Sold subject to the existing Assured Shorthold Tenancy.

Local Authority: Bristol City Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating D

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[*Description on Auction Information page](#)



3

Plots/Building Land

Building Plot Barnfield Cottage, Mill Lane, Bratton Fleming, Barnstaple, Devon EX31 4RT

***GUIDE PRICE:**

£50,000 - £80,000 (plus fees)

Plot with planning for 3 bedroom detached house with countryside views towards the North Devon coast

A plot with full planning for a detached 3 bedroom house which has been designed to maximise the far reaching views with bedrooms on the ground floor and living space on the first floor. The property makes a lovely family home or is ideal as a holiday home with easy access to the North Devon coast.

Description:

- 0.13 acres approx. (including shared driveway) • Proposed dwelling approx. 130 sqm/ 1,400 sqft • Ground floor – 3 bedrooms and bathroom
- First Floor – Open plan kitchen living space and balcony • Driveway with parking for 2 cars • Garden • Easily adaptable accommodation • Far reaching views • Walking distance to Bratton Fleming Community Primary School • Ideal holiday home with good income potential • Market town of Barnstaple 8 miles away • Exmoor National Park to the North • Great beaches nearby including Saunton Sands, Croyde Bay and Woolacombe
- Approximately 35 miles to M5 (j27)

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts

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



Tenure: Freehold

Local Authority: North Devon District Council

Solicitors: Slee Blackwell, 10 Cross Street, Barnstaple, EX31 1BA. Tel: 01271 349900. Ref: Nick Arthur.

Viewings: Open site available to view during normal working hours with a copy of the auction catalogue.

Services: We understand that mains electric, water and drainage are available. Interested parties should make their own enquires as to the suitability and availability of any services they may require.

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[*Description on Auction Information page](#)



Tenure: Leasehold

Local Authority: Gloucester City Council

Solicitors: Luttons Dunford Solicitors, 49 Brunswick Road, Gloucester, GL1 1JS. Tel: 01452 529751. Ref: Geoff Gorman.

Viewing: Wednesdays & Saturdays 13:00 – 13:15 with partner agent KJT Residential 01452 417447

Energy Performance Certificate (EPC): Current Rating E

Residential for improvement



Flat C, 35 Park End Road, Gloucester, Gloucestershire GL1 5AT

***GUIDE PRICE:**

£50,000+ (plus fees)

A good sized top floor flat with off street parking, offering good rental potential.

Situated opposite Gloucester Park this is a top floor flat with an open outlook over the park. At 43 sqm/ 462 sqft this is a good sized 1 bedroom flat offering a lounge, kitchen, bedroom and bathroom plus hallway with study area. There is an added benefit of a parking space to the rear. The property is in need of some general improvements and offers good rental potential.

Description:

- Top floor 1 bedroom flat
- Approx. 43 sqm/462 sqft
- Off Street Parking
- In need of improvement
- Good rental potential circa £450-500 pcm
- Central Position
- Cash Buyers Only

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon 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](#)



Tenure: Leasehold

Local Authority: Wiltshire Council

Solicitors: Birketts LLP, 141-145 Princes Street, Ipswich, IP1 1QJ. Tel: 01473 299132. Ref: David McLaughlin.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating E

Commercial Investments



11 Market Street, Bradford-On-Avon, Wiltshire BA15 1LL

***GUIDE PRICE:**

£50,000+ (plus fees)

High yielding commercial investment comprising tenanted lock up shop let at £6,000 per annum

Situated at the top of Market Street this is a double width shop unit occupying the ground floor of a Grade II Listed terrace property. Totalling approximately 36 sqm the unit has been divided by the current tenant to create a shop and storage area with secondary entrance. Currently let at £6,000 per annum this is a high yielding investment property offering a gross annual yield of 12% based on the guide price.

Possession: The property is sold subject to an existing 3 year tenancy let at £6,000 per annum with approximately 2 years left to run. We understand that this is the tenants second 3 year tenancy.

Business Rates: The property has a rateable value of £7,000 per annum

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 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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+ Selling

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BEDMINSTER 31 North St, Bristol BS3 1EN
HORFIELD 374 Gloucester Rd, Bristol BS7 8TP
QUEEN SQUARE 49/50 Queen Sq, Bristol BS1 4LW

CLIFTON 199a Whiteladies Rd, Bristol BS8 2SB
KINGSWOOD 111/117 Regent St, Bristol BS15 8LJ
THORNBURY 36 High St, Thornbury BS35 2AJ

Barcan+Kirby

This firm is authorised and regulated by the
Solicitors Regulation Authority. No. 588743.

Residential for improvement

Hunters Quest, Iford Close, Saltford, Bath & North East Somerset BS31 3BD

***GUIDE PRICE: £275,000+ (plus fees)**



A detached bungalow set on a plot of 0.18 acres with enormous potential.

This detached bungalow of non traditional construction is set in a good size level plot in a popular residential location within a cul de sac away from main road traffic yet with easy walking distance of the village centre with its range of shops and amenities and excellent transport links to Bristol and Bath.

The property is believed to date from the 1960s and be a pre fabricated timber framed construction and offers an opportunity to refurbish and update the accommodation or perhaps more likely re-develop the plot with a new dwelling. It is unlikely that the existing building will be suitable for mainstream mortgage lending purposes.

Accommodation:

L Shaped Entrance Hall; Sitting Room 4.88m x 3.86m; Sun Lounge 3.51m x 1.02m; Dining room 2.79m x 2.96m; Kitchen Overall 4.22m x 3.15m; Bedroom 3.96m x 3.57m (excluding wardrobes); Bedroom 3.60m x 3.05m (excluding wardrobes); Bedroom 2.85m x 2.47m (excluding wardrobes); Bathroom; Separate Cloak/WC.

Outside: The property is approached from Iford Close by a right of way leading to a driveway, parking and turning area, adjacent to which is a detached garage (in need of repair) 6.24m x 3.18m. The bungalow itself is set within a good size garden the plot having an overall depth of some 33m the maximum width of 21m and lying to the front, side and rear of the property. We understand the entire plot extends to approximately 0.18 of an acre.

Planning: Our clients have not sought any planning consent for redevelopment although the property lies within the village development boundary. Interested parties should make their own enquires to the local planning authority

Tenure: Freehold

Local Authority: Bath and North East Somerset Council

Solicitors: Wards Solicitors, 19 West Walk, Yate, Bristol, BS37 4AX. Tel: 01454 316789. Ref: Lydia Korn.

Viewing: By appointment with partner agents Davies & Way 01225 400400

Energy Performance Certificate (EPC): Current Rating D



TOTAL APPROX. FLOOR AREA 105.4 SQM (1055 SQ FT.)
Measurements taken from the best available information and are not intended to be used for any other purpose. This plan is for illustrative purposes only and should be used in conjunction with any other information. The contents, accuracy and appropriateness of the data have not been tested and no guarantee is made for its accuracy or appropriateness for any other purpose.
Made with SketchUp 12/2015

Additional Fees

Buyer's Premium: £500 inc VAT payable on exchange of contracts.

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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

9 Victoria Park, Weston-Super-Mare, North Somerset BS23 2HZ

***GUIDE PRICE: £290,000+ (plus fees)**



Substantial Victorian semi detached house with large garden and parking, currently licensed as 8 bedroom HMO, could revert to family home or alternative uses subject to planning

This is a substantial Victorian semi-detached property with far reaching views over the town and sea front. Currently configured as a licensed 10 person, 8 bedroom House of Multiple Occupation and previously used as a care home the property would benefit from updating and offers huge potential for a variety of different uses. Benefiting from a good sized rear garden, driveway and garage there is scope to extend to the rear possibly creating a separate dwelling subject to planning. Alternatively the proximity to Weston College makes this an ideal student let as well as potential as a B & B or more simply a fine family home.

Description:

- Elevated position with far reaching sea views
- Situated in Hillside Conservation Area
- Close to Weston College & University Centre Weston
- Licensed 10 person, 8 bedroom HMO
- In need of modernisation
- Large garden with off street parking
- Detached double garage with potential to develop
- Could revert to fine family home subject to consents
- Suitable for variety of other uses including flats and B&B (STPP)

Licensing: The property is currently licensed by North Somerset District

Tenure: Freehold

Local Authority: North Somerset District Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, NE8 1EB. Tel: 0191 482 1152.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating E



Additional Fees

Buyer's Premium: £3480 inc VAT payable on exchange of contracts.

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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

8

Residential Investments

Flat C, Orchard Hall, 57 Station Road, Westbury, Wiltshire BA13 3JW

***GUIDE PRICE:**

£60,000 - £80,000 (plus fees)

Tenanted leasehold flat with 65 years remaining on the lease currently let at £700 pcm/£8,400 per annum.

Situated in the small market town of Westbury this is a good sized 2 bedroom flat of approx 60 sqm/642 sqft with the added benefit of a garage. The property is held on a 99 year lease with approximately 65 years remaining. As a consequence it is unlikely to be mortgageable until the lease has been extended. Westbury is well positioned for commuters with easy access to all major road and railway connections with the mainline railway station offering links to London (1 hour 26 minutes), Wales and the whole of the South West of England making it ideal for investment purposes.

Possession: Sold subject to the existing assured shorthold tenancy



Tenure: Leasehold

Local Authority: Wiltshire Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, NE8 1EB. Tel: 0191 482 1152.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating On order

Additional Fees

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

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon 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](#)



Mixed Use

Shambles, Bow Street, Langport, Somerset TA10 9PQ

***GUIDE PRICE:**

£275,000+ (plus fees)

A substantial mid-terraced Grade II Listed building offering huge potential for a variety of different uses

An intriguing Grade II Listed property, formerly Langport Antique shop, comprising a generous main residence, two bedroom cottage, extensive workshop and large garden. The vast and characterful accommodation requires updating but offers a myriad of possibilities from development into separate units to a unique home with income or for multi-generational living.

Description:

- Grade II Listed period property • Large main residence ideal for HMO or flat conversion subject to consents • Ground floor comprises 2 former shop rooms/reception rooms, kitchen diner, family room and storeroom • First floor comprises 3 bedrooms and bathroom • 2 staircases – front and rear • Rear cottage: ground floor living room, kitchen and bathroom • First floor: 2 double bedrooms • Workshops/ garages • Large rear garden approximately 200 feet in length from back of main residence

Additional Fees

Buyer's Premium: £2,200 inc VAT payable on exchange of contracts.

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon exchange of contracts.

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



Tenure: Freehold

Local Authority: Somerset County Council

Solicitors: Butterworths, 3 Walker Terrace, Gateshead, NE8 1EB. Tel: 0191 482 1152.

Viewing: By appointment

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[*Description on Auction Information page](#)



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Tenure: Leasehold

Local Authority: Bristol City Council

Solicitors: Barcan Kirby, 111-117 Regent Street, Kingswood, Bristol, BS15 8LJ. Tel: 0117 919 2404. Ref: Mr Stephen Parker.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating D

10

Residential Investments

Maisonette, 308 Whitehall Road, Whitehall, Bristol BS5 7BW

***GUIDE PRICE:**

£95,000+ (plus fees)

A well presented first floor 1 bedroom maisonette offering an attractive yield, currently let at £695 pcm

Situated above a hair salon in a prominent position on the junctions of Gordon Road and Whitehall Road this a large well presented 1 bedroom maisonette. Let until January by way of a 6 month AST at £695 pcm the property offers an attractive yield. With some internal alterations it may be possible to create a second bedroom furthering the rental potential, subject to the necessary consents.

Description:

- High yielding investment • Currently let at £8,340 per annum
- 57 sqm/614 sq.ft • 1 double bedroom/loft room • Through kitchen/diner and lounge • Potential for second bedroom subject to consents • Modern bathroom • Situated in prominent position
- Open outlook over playing fields • Close to St George's Park
- Good access to Church Road with its range of shops, cafes, bars and restaurants

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon 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](#)



Tenure: Freehold

Local Authority: Bristol City Council

Solicitors: Barcan Kirby, 111-117 Regent Street, Kingswood, Bristol, BS15 8LJ. Tel: 0117 919 2404. Ref: Mr Stephen Parker.

Viewing: To be announced

Energy Performance Certificate (EPC): Current Rating C

11

Commercial Investments

Shop, 308 Whitehall Road, Whitehall, Bristol BS5 7BW

***GUIDE PRICE:**

£95,000+ (plus fees)

A freehold lock-up shop currently let as a hair salon producing £7,980 per annum

Situated in a prominent position on the junctions of Gordon Road and Whitehall Road this a freehold lock-up shop let to a well established hair salon. With approximately 2 years left on the lease the property is producing an attractive yield of in excess of 8% per annum and is ideal pension investment. It also offers the long-term possibility to redevelop into residential use, subject to consents.

Description:

- High yielding freehold investment property
- Currently let at £7,980 per annum
- 53 sqm/ 570 sq.ft
- Well established hair salon
- Situated in prominent position
- Ideal pension investment
- Generating in excess of 8% per annum
- Long-term residential conversion possibilities subject to consents

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon 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](#)



Tenure: Freehold
Local Authority: Bristol City Council
Solicitors: Barcan Kirby, 111-117 Regent Street, Kingswood, Bristol, BS15 8LJ. Tel: 0117 919 2404. Ref: Mr Stephen Parker.
Viewing: To be announced
Energy Performance Certificate (EPC): Current Rating Shop – C. Maisonette – D

Mixed Use

308 Whitehall Road, Whitehall, Bristol BS5 7BW

***GUIDE PRICE:**
£190,000+ (plus fees)

A mixed use investment property returning a gross annual yield of circa 8.5%

Situated in a prominent position on the junctions of Gordon Road and Whitehall Road this is a 2 storey mixed use property with loft conversion arranged as a self-contained lock-up shop and 1 bedroom maisonette above. The shop is currently let to a hair salon at £665 pcm, with approximately 2 years remaining in the lease. The maisonette is let until January by way of a 6 month AST at £695 pcm. Long term, there may be scope to convert the ground floor into residential use subject to the necessary planning consents.

Description:

- High yielding mixed use investment property
- Currently let at £16,320 per annum
- Shop – 53 sqm/ 570 sq.ft EPC C
- Maisonette – 57 sqm/614 sq.ft. EPC D
- Situated in prominent position
- Open outlook over playing fields
- Close to St George's Park

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon 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](#)



Agricultural/Amenity Land

Plot 1M Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF

***GUIDE PRICE:**
£8,000+ (plus fees)

0.42 acre parcel of land with covered area, suitable for a variety of purposes subject to planning

Situated on the outskirts of Gloucester City Centre this parcel of land is ideal for those looking for their own recreational space, allotment/small holding, pony paddock or storage. With several of the nearby plots being used for temporary accommodation the land is full of potential subject to the necessary consents being obtained. There is a tapped water supply nearby, which may be possible to extend to the plot subject to consent. With a large portion of this parcel of land situated under the A40 viaduct, it enjoys some cover from the elements and is ideal for temporary storage and stabling as well as a variety of other uses subject to consents.

Directions: Enter Longhorn Avenue from the St Oswalds Way traffic lights continuing for approx 0.2 miles and turn right into Bonnies Lane and continue along the track for approx 0.5 miles turning right at the end. The entrance is under the A40 viaduct.

Agents Note:

It should be noted that the land is within the River Severn flood plain.

Tenure: Freehold
Local Authority: Gloucestershire County Council
Solicitors: Dee & Griffin, Hucclecote Court, Hucclecote Road, Gloucester, GL3 3RU. Tel: 01452 617285. Ref: Julian Jenkins.
Viewing: This is an open site and you may view it any time on your own during normal business hours. Please note there are various open drainage ditches and you view entirely at your own risk.

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 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](#)



Agricultural/Amenity Land



Plot 1L Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF

***GUIDE PRICE:**
£8,000+ (plus fees)

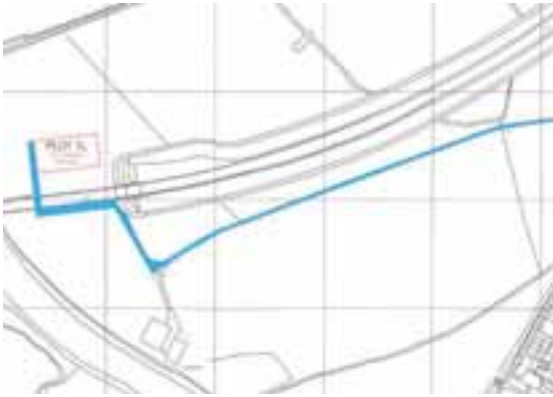
A 0.42 acre plot of land with potential for a variety of uses subject to consents

Situated on the outskirts of Gloucester City Centre this overgrown parcel of land is ideal for a variety of uses once cleared for those looking for their own recreational space, allotment/small holding, pony paddock or storage.

With several of the nearby plots being used for temporary accommodation there is potential for similar use subject to the necessary consents being obtained. There is a tapped water supply nearby, which may be possible to extend to the plot subject to consent.

Directions: Enter Longhorn Avenue from the St Oswalds Way traffic lights continuing for approx 0.2 miles and turn right into Bonnies Lane and continue along the track for approx 0.5 miles turning right at the end. The entrance is under the A40 viaduct.

Agents Note: It should be noted that the land is within the River Severn flood plain.



Tenure: Freehold

Local Authority: Gloucestershire County Council

Solicitors: Dee & Griffin, Hucclecote Court, Hucclecote Road, Gloucester, GL3 3RU. Tel: 01452 617285. Ref: Julian Jenkins.

Viewing: This is an open site and you may view it any time on your own during normal business hours. Please note there are various open drainage ditches and you view entirely at your own risk.

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 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](#)



Agricultural/Amenity Land



Plot 1A Severnside Farm, Walham, Gloucester, Gloucestershire GL2 9NF

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

7.33 acre/2.97 hectare field set minutes from Gloucester City Centre

Situated minutes from Gloucester City Centre the land forms part of the historic Severnside Farm. The land is bordered by the River Severn and the A40 and benefits from an area of covered hard-standing under the A40 flyover, opening into a rough area of land leading to a large level field. The site offers potential for a variety of uses including use as a small holding, temporary storage and stabling. There are several nearby smaller plots that are being used for temporary accommodation and a similar use may be possible subject to the necessary consents. There is a tapped water supply by the entrance.

Directions: Enter Longhorn Avenue from the St Oswalds Way traffic lights continuing for approx 0.2 miles and turn right into Bonnies Lane and continue along the track for approx 0.5 miles turning right at the end. The entrance is under the A40 viaduct.

Agents Note: The land is situated in the flood plain



Tenure: Freehold

Local Authority: Gloucestershire County Council

Solicitors: Dee & Griffin, Hucclecote Court, Hucclecote Road, Gloucester, GL3 3RU. Tel: 01452 617285. Ref: Julian Jenkins.

Viewing: This is an open site and you may view it any time on your own during normal business hours. Please note there are various open drainage ditches and you view entirely at your own risk.

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

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

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[*Description on Auction Information page](#)

16

Residential

48 Marlborough Drive, Worle, Weston-Super-Mare, North Somerset BS22 6DQ

*GUIDE PRICE:

£195,000+ (plus fees)

A large semi-detached bungalow with annex, ideal as a multi-generational home or for letting.

Ready to occupy this is an extended 4 bedroom semi-detached bungalow. Offering flexible accommodation the bungalow offers 3 bedrooms, one with en-suite, lounge, kitchen/diner and family bathroom. A separate annex provides living space, bedroom (4) and bathroom. The property is ideal for a multi-generational family or investors as the property has been used most recently as airbnb style accommodation.

Description:

- Extended semi-detached bungalow of approx. 97 sqm/1041 sqft.
- Flexible accommodation comprising • 3 bed bungalow & 1 bed annex • Ample off-street parking • Garden • Large shed/games room, plastered with electric supply • Ideal for commuters, approx. 2 miles to J21 of the M5 • Close to Priory Community School

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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



Tenure: Freehold

Local Authority: North Somerset District Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewing: 16th July 17:45 – 18:00. 18th July 17:45 – 18:00. 23rd July 17:45 – 18:00. 25th July 17:45 – 18:00.

Energy Performance Certificate (EPC): Current Rating D

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*Description on Auction Information page

16A

Plots/Building Land

Garage & Land adjacent to 48 Marlborough Drive, Worle, Weston-Super-Mare, North Somerset BS22 6DQ

*GUIDE PRICE:

£25,000+ (plus fees)

A part-built garage set in a triangular parcel of land with development potential

This is a triangular plot of 0.04 acres and includes a part built garage of approximately 24 sqm. The land benefits from mature hedgerow borders and is fenced in all sides. Currently used as a builders store it offers potential for a variety of different uses and offers significant scope for residential development subject to planning.

Description:

- Triangular plot of land of 0.04 acres
- Part built garage measuring 7.15m x 3.32m
- Fenced on all sides
- Mature hedgerow borders
- Potential for residential development subject to planning
- Currently being used for storage
- Could revert back to garden or allotment use

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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



Tenure: Freehold

Local Authority: North Somerset District Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewings: Tuesdays and Thursdays 5.45 – 6.00pm commencing Tuesday 16th July

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Tenure: Freehold

Local Authority: Bristol City Council

Solicitors: Setford Solicitors, Jenner House, 1A Jenner Road, Guildford, GU1 3PH. Tel: 02393877146. Ref: Dawn Brogan.

Viewing: The site is clearly visible from the public highway and is enclosed by a metal fencing.

Land

Land at Hengrove Avenue, Hengrove, Bristol BS14 9TB

***GUIDE PRICE:**

£15,000+ (plus fees)

An enclosed parcel of land with gated access to Hengrove Avenue.

The property comprises an area of concrete hardstanding/driveway measuring approximately 4m (13') in width and 16m (52') in length with a gated access to Hengrove Avenue. It is the former rear access to commercial premises known as the Happy Landings public house which has been developed into residential use rendering the plot surplus to requirements.

Description:

•Suitable for parking and storage •Scope to construct garaging and storage subject to obtaining the necessary approvals •Possible re-development potential as part of a larger site

Planning: Our clients have not sought any planning consent for re-development of the site. It should be noted that we understand there is a service pipe running beneath the land and that part of the title is affected by general covenants regarding rights to light, support etc for the Happy Landings site. Interested parties should make themselves familiar with the legal pack.

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon 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



Tenure: Freehold

Local Authority: Bristol City Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewing: Open site to be viewed at any time during daylight hours with a copy of the auction brochure.

Plots/Building Land

Site adjacent to 133-135 Lawrence Hill, Lawrence Hill, Bristol, BS5 0BT

***GUIDE PRICE:**

£95,000+ (plus fees)

Development opportunity with outline planning for an A1/A2 commercial unit and 3 flats over 4 floors

Currently a vacant site with concrete slab this is a level parcel of land with the benefit of outline planning consent for a 3 storey building with mansard roof comprising an A1/A2 ground floor commercial unit with 2 x 2 bedroom flats and 1 x 1 bedroom flat above. Lawrence Hill is a busy high street with a range of local shops, bars, cafes and takeaways as well as a Lidl supermarket and local train station. The plot enjoys a prominent position close to Lidl and the train station and is within easy reach of the planned new Bristol University campus by Bristol Temple Meads.

Description:

Planning: Outline consent under application 18/02066/P was granted on 2/5/2019

Accommodation: Ground Floor: A1/A2 commercial unit - 48.02 sqm

First Floor: 2 bedroom flat with open plan living: 61 sqm

Second Floor: 2 bedroom flat with open plan living: 65.3 sqm

Top floor: 1 bedroom flat with open plan living: 50.16sqm

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts

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

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*Description on Auction Information page

16 Halliwell Road, Portishead, Bristol, North Somerset BS20 8JP

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



A large 3 bedroom detached house with stunning views.

Set on the hillside in Redcliffe Bay this property is all about the view. On a clear day it boasts a 46 mile uninterrupted view across the Severn estuary towards the south Wales coastline. The property has been designed to maximise this view with living accommodation on the first floor which includes an impressive north west facing terrace of approximately 25 feet in width. Although well maintained and perfectly habitable the property is now at a point where it would benefit from updating and also offers scope to further extend subject to planning.

Description:

- Large detached house with far reaching views
- Set in large sloping plot of 0.17 acres
- Ground floor: 3 double bedrooms, 2 with en-suite shower rooms, family bathroom and store room
- First floor: Large through lounge dining room, kitchen, conservatory, utility room, hallway with lots of storage and cloak room.
- 25' wide terrace with impressive views
- Would benefit from updating
- Driveway and detached garage
- Enclosed south east facing rear terraced garden
- Potential to extend to the rear or for wholesale redevelopment subject to planning



Tenure: Freehold

Local Authority: North Somerset District Council

Solicitors: Fussell Wright, 59 Queen Charlotte Street, Bristol, BS1 4HL. Tel: 0117 927 9117. Ref: Angela Lawrence.

Viewing: Saturdays 13:00 - 13:30.

Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack: £360 inc VAT payable upon exchange of contracts.

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

20

Residential Investments

19 George Street, Evesham, Worcestershire WR11 4LD

***GUIDE PRICE:**

125,000+ (plus fees)

A well established investment property with potential to extend/develop

This is a traditional ex-local authority 3 bedroom semi-detached house with ground floor bathroom. The property has been well looked after by the current tenants and benefits from a newly fitted combination boiler. Outside to the front is parking for 2 cars whilst to the rear is a good sized garden of some 50 feet in length (approx) backing on to Henry Street. Several of the neighbouring properties have been extended to the rear as well as benefiting from vehicular access/garages from Henry Street to the rear.

Description:

- Established investment property
- 3 bed semi-detached house
- New combination boiler
- Let to a single family having been in occupation for circa 8 years
- Currently let at £595 pcm
- Potential to increase rent - current market rents circa £775 - £795 pcm
- Good sized garden backing onto Henry Street
- Potential to extend house under permitted development rights/develop garden (STPP)

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts.

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



Tenure: Freehold

Local Authority: Worcestershire County Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewing: 13th July 12:00 - 12:15. 20th July 12:00 - 12:15. 25th July 13:00 - 13:15. 27th July 12:00 - 12:15.

Energy Performance Certificate (EPC): Current Rating On order

Possession: Sold subject to the existing holding over assured shorthold tenancy at £595 pcm

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[*Description on Auction Information page](#)

21

Residential

22 Marmaduke Street, Victoria Park, Bristol BS3 4SQ

***GUIDE PRICE:**

£250,000+ (plus fees)

A 2 bedroom mid-terrace property in need of general updating, close to Victoria Park, ideal for first time buyers

Situated just moments away from Victoria Park this is a charming 2 bedroom, 2 reception room Victorian mid-terrace property. Having been partially modernised by the current owner, who now lives abroad, the property is ready for a new owner to add their own taste, although is perfectly habitable as is and could easily be let if preferred.

Description:

- Victorian mid-terrace property
- Situated close to Victoria Park
- Lounge with wood burning stove
- Dining room with double doors to garden
- Kitchen
- Master bedroom with log burner, exposed original floor boards and wardrobe
- Second double bedroom
- Upstairs bathroom
- Double glazed throughout
- Gas central heating
- Courtyard garden with well stocked flowerbed borders
- Would benefit from updating
- Ideal for first time buyers or investors
- Sold with 6 week completion

Additional Fees

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon exchange of contracts

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



Tenure: Freehold

Local Authority: Bristol City Council

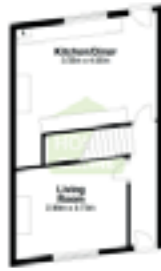
Solicitors: Hek Jones, 104 Whitchurch Road, Cardiff, CF14 3LY. Tel: 02920 349820. Ref: Rebecca Briley.

Viewing: Open House on Saturdays at 11.45 - 12.00 noon

Energy Performance Certificate (EPC): Current Rating D

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: South Gloucestershire Council

Solicitors: Everys Solicitors, 5 Heron Gate Office Park, Hankridge Way, Taunton, TA1 2LR. Tel: 01823 337636. Ref: Ms Helen Jones.

Viewing: Saturdays 10:30 – 10:45 am

Energy Performance Certificate (EPC): Current Rating E

Residential for improvement

22

6 Ansteys Road, Hanham, Bristol, South Gloucestershire BS15 3DT

***GUIDE PRICE:**

£145,000 – £175,000 (plus fees)

A 2 bedroom Victorian end of terrace house in need of modernisation

This is a charming 2 bedroom Victorian end of terrace house situated in a quiet back water just minutes from Hanham High Street. Downstairs the property offers a lounge and large kitchen/diner whilst upstairs there are 2 bedrooms and a bathroom. To the rear of the property is a good sized garden with the remains of a now demolished rear extension, but offers potential to reinstate and enlarge as have some of the neighbouring properties. There is also a brick-built outbuilding at the bottom of the garden. The property is now in need of modernisation although benefits from a relatively recent new roof which offers potential to convert the loft space subject to the necessary consents. To the front of the property is a small garden which could be converted to provide parking subject to planning.

Situation: The property is situated at the Martins Road end of Ansteys Road. For viewings it is recommended that you park in the public car park on Laburnum Road and walk to the property.

Additional Fees

Buyer's Premium: £360 inc VAT payable on exchange of contracts.

Administration Charge: 0.3% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts.

Search Pack Fee: £360 inc VAT payable upon 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/bristol

*Description on Auction Information page

LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day. Non Attending Bid Forms are included to the rear of this Catalogue.

**AUCTION
HOUSE**

auctionhouse.co.uk

DO YOU HAVE A PROPERTY
SUITABLE FOR AUCTION?

**WE ARE NOW
TAKING ENTRIES
FOR OUR NEXT
AUCTIONS**



**AUCTION
HOUSE**

BRISTOL & WEST

For all enquiries or a valuation contact

**0117 946 4949 (Bristol & Somerset) 01225 617 001 (Bath & West Wilts)
01452 596 654 (Gloucestershire)**

bristol@auctionhouse.co.uk

New regulations require all Sellers and Buyers of a property prove their identity to the satisfaction of the auctioneer. These obligations are similar to those when opening a bank account or dealing with a solicitor.

What this means for you

We are prohibited from:

- Sellers: putting your property on the market until your identity has been confirmed
- Buyers: Completing the memorandum of sale until your identity has been confirmed



UK Individuals need to provide

| ONE DOCUMENT FROM THIS LIST |
|------------------------------------|
| Current signed passport |
| EU member state identity card |
| Current photo card driving licence |
| Armed Forces ID card |
| Firearms or shotgun certificate |

AND

| ONE DOCUMENT FROM THIS LIST |
|--|
| Utility bill/statement |
| Mortgage statement from a recognised lender |
| Bank, building society or credit union statement |
| Local council or housing association rent card |
| Current UK / EU Drivers Licence (paper version) |

Corporate customers need to provide

| |
|---|
| Company Registration Number |
| Registered Address |
| Evidence the individual has authority to act on behalf of the company |
| ID for the individual as above |

Bidding on behalf of another party

| |
|--|
| Proof of you own identity and residence |
| Proof of actual buyer's identity and residence plus letter confirming authority to bid |

When you need to provide these

- Sellers: at the time you instruct us to market your property
- Buyers: at the point your offer is accepted, at the fall of the gavel.

Please note an online anti-money laundering check may also be carried out if required.

If you have any questions, please contact us on

☎ Bristol & Somerset: 0117 946 4949 ☎ Bath & West Wilts: 01225 617001

☎ Gloucestershire: 01452 596 654

✉ auctionhouse@morgan-beddoe.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 0.3% inc VAT, subject to a minimum of £1,200.00 (£1,000.00 + 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 an Administration fee of 0.3% inc VAT subject to a minimum of £1,200.00 (£1,000.00 + VAT) plus Buyers Premium if applicable.

My cheque of £ payable to AUCTION HOUSE BRISTOL & WEST (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, Bristol & West, 94E Whiteladies Road, Clifton, Bristol BS8 2QX 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 0.3% or a minimum of £1,200.00 (£1,000.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Bristol & West.
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 0.3% or a minimum of £1,200.00 (£1,000.00 + VAT) plus Buyers Premium if applicable.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

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

SALE CONDITIONS

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

IMPORTANT NOTICE

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

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

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

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

GLOSSARY

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

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words are printed in bold type they have the specified meanings.

Actual completion date

The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

The catalogue to which the conditions refer including any supplement to it.

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date

The date of the auction or, if the lot is not sold at the auction:

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

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

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

A2 OUR ROLE

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

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot number**, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

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

A5 THE CONTRACT

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

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

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

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

A5.4 If **you** do not **we** may either:

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

A5.5 **The deposit**:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

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

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

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

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

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

G2. DEPOSIT

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

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

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat

the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

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

G3. BETWEEN CONTRACT AND COMPLETION

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

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

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. TITLE AND IDENTITY

G4.1 Unless **condition G4.2** applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

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

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

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition G5.2** applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6. COMPLETION

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

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

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

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

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

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G7. NOTICE TO COMPLETE

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

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

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

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

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

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

G8. IF THE CONTRACT IS BROUGHT TO AN END

If the **contract** is lawfully brought to an end:

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

G9. LANDLORD'S LICENCE

G9.1 Where the lot is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the seller has given notice to the **buyer** that licence has been obtained.

G9.4 The seller must:

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

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either seller or **buyer** for breach of this **condition** G9.

G10. INTEREST AND APPORTIONMENTS

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

G10.2 Subject to **condition** G11 the seller is not obliged to apportion or account for any sum at **completion** unless the seller has received that sum in cleared funds. The seller must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

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

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

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

G11. ARREARS

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

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

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

G12. MANAGEMENT

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

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

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

(a) the seller must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;

(b) if the seller gives the **buyer** notice of the seller's intended act and the **buyer** does not object within five **business days** giving reasons for the objection the seller may act as the seller intends; and

(c) the **buyer** is to indemnify the seller against all loss or liability the seller incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. RENT DEPOSITS

G13.1 This **condition** G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the seller must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

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

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

G14. VAT

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

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

G15. TRANSFER AS A GOING CONCERN

G15.1 Where the **special conditions** so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The **buyer** confirms that:

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

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

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

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

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

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

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

G16. CAPITAL ALLOWANCES

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

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

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

G16.4 The seller and **buyer** agree:

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

G17. MAINTENANCE AGREEMENTS

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

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G18. LANDLORD AND TENANT ACT 1987

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

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

G19. SALE BY PRACTITIONER

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. ENVIRONMENTAL

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

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

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

G22. SERVICE CHARGE

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

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

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

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

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

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
- but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

G23. RENT REVIEWS

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

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

G23.4 The seller must promptly:

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

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

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.

G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

G24. TENANCY RENEWALS

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

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

G25. WARRANTIES

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

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

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

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

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

G26. NO ASSIGNMENT

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

G27. REGISTRATION AT THE LAND REGISTRY

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

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

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

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

G28. NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

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

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

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

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

G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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