

**CHEFFINS**



# Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 27th September 2023, 2.00pm

# Important Buyers' Information

(Forming part of the Conditions of Sale)

## 1. Conditions of Sale

Please note that all lots are sold in accordance with the Common Auction Conditions (4th Edition) at the back of this catalogue. Special Conditions of Sale relating to each lot are available upon request from the Auctioneers or the Vendors Solicitor prior to the Auction. Purchasers will be deemed to have inspected these Special Conditions of Sale and will be legally bound by these conditions which will form part of and will be attached to the Sale Memorandum.

## 2. Inspection of Properties

Purchasers are assumed to have inspected the properties in which they are interested and to have made all usual precontract searches and enquiries and satisfied themselves on the condition and location of the property.

## 3. Buyers' Registration

Purchasers bidding via Online, Telephone or by Proxy must register 48 hours prior to the auction via <https://www.cheffins.co.uk/property-auctions/how-to-bid.htm>.

In room purchasers interested in bidding for a lot are required to complete a BUYERS' REGISTRATION and obtain a BUYERS' NUMBER prior to bidding at the Auction. Failure to register may result in the Auctioneer refusing to accept your bid.

**BUYERS CAN REGISTER FROM 12 NOON ONWARDS ON AUCTION DAY.**

**ALL INTENDING PURCHASERS WILL NEED TO COMPLY WITH THE ANTI-MONEY LAUNDERING REGULATIONS 2017 AND PROVIDE DOCUMENTATION AT THE POINT OF REGISTRATION.**

## 4. Binding Contract

The successful bidder is bound under Contract as soon as the Auctioneers' gavel falls on the final bid and will be required to pay the deposit and sign and exchange the Sale Memorandum prior to leaving the saleroom.

## 5. Telephone, Proxy & Online Bidding

Telephone, Proxy & Online bidding is available. Please see back of catalogue for further information. All documents are required at least 48 hours prior to the auction.

## 6. Payment of Deposit

We must receive a bidders security deposit 48 hours prior to the auction, this being 10% of the guide price (subject to a minimum of £3,000) if paying by bank transfer, or a £7,500 hold on debit card if using Opayo online registration system.

If paying the deposit by transfer please transfer the bidder security amount to Sort Code 20-17-68 quoting Cheffins Client Deposit Account No. 03914062

**PLEASE NOTE THAT WE DO NOT ACCEPT ANY FORM OF CASH DEPOSIT.**

## 7. Withdrawal of Lots

The Auctioneers' reserve the right to withdraw any of the Lots prior

to the Auction (see Common Auction Conditions) and therefore prospective buyers are advised to check with the Auctioneers before attending the sale to ensure the availability of Lots.

## 8. Legal Documents

The Auctioneers shall endeavour to have copies of title documents, leases, licences, etc available for inspection at their offices or in the saleroom. Prospective buyers wishing to inspect such documents should check the availability with the Auctioneers.

Legal documents can also be viewed or downloaded free of charge from the following website [www.cheffins.co.uk/property-auctions/legal-packs](http://www.cheffins.co.uk/property-auctions/legal-packs)

## 9. \*Guide Prices, Fees & Reserves

**Guide Price:** An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

**Fees:** The guide price excludes any additional fees that the purchaser may incur, to include, but not limited to, Buyers Contract fee, Stamp Duty Land Tax, VAT, legal and search fees etc. Please refer to relevant Auction Legal Packs for details.

**Reserve Price:** The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

## 10. Plans, Measurements and Photographs

All plans, measurements and photographs included in this catalogue are provided for identification purposes only and to assist prospective purchasers in identifying the location of the property. Site measurements may have been scaled from original plans and therefore should be assumed to be only approximate. Prospective purchasers should make their own investigations and site inspections, and satisfy themselves on the accuracy of all measurements. All plans, measurements and photographs included in the catalogue or disclosed by the Auctioneers (either verbally or in writing) are expressly excluded from the contract of the sale.

**BUYERS WILL BE BOUND UNDER CONTRACT ON THE FALL OF THE AUCTIONEERS GAVEL AND IT IS ADVISED THAT A PRUDENT BUYER WILL TAKE PROFESSIONAL ADVICE FROM A SOLICITOR AND, IN APPROPRIATE CASES A CHARTERED SURVEYOR AND AN ACCOUNTANT.**

## BUYERS CONTRACT FEE

**IN ADDITION TO THE DEPOSIT, BUYERS WILL BE REQUIRED TO PAY A BUYER'S CONTRACT FEE. THIS CHARGE IS £600 INCLUDING VAT FOR PURCHASES UPTO £150,000, OR £900 INCLUDING VAT FOR PURCHASES OF £150,000 OR OVER. A FULL VAT RECEIPT WILL BE ISSUED THE DAY FOLLOWING THE AUCTION OR EXCHANGE FOR PRE-AUCTION PURCHASERS. FOR UNUCCESSFUL BIDDERS, THIS FEE IS NOT PAYABLE.**

# Auction of Residential & Commercial Properties, Development Opportunities & Land

Wednesday 27st September 2023, 2.00pm

CLIFTON HOUSE, 1-2 CLIFTON ROAD, CAMBRIDGE CB1 7EA

## ORDER OF SALE (unless sold prior or withdrawn)

- |  |  |
|--|--|
| <b>LOT 01</b> Land adjacent to 4 Pear Tree Close, Mattishall, Norfolk                      | <b>LOT 13</b> 22 King Street, Saffron Walden, Essex  |
| <b>LOT 02</b> Stables and paddock land off North End, Meldreth, Royston, Hertfordshire     | <b>LOT 14</b> Great Barford Methodist Chapel, Bedford Road, Great Barford, Bedfordshire              |
| <b>LOT 03</b> Land South of Nine Pound Pasture, Bradley Road, Kirtling, Newmarket, Suffolk | <b>LOT 15</b> Tempsford Methodist Church, Station Road, Tempsford, Sandy, Bedfordshire               |
| <b>LOT 04</b> Land North of West Fen Drove, Little Downham, Ely, Cambridgeshire            | <b>LOT 16</b> 3 Hall Farm Bungalow, Waldingfield Road, Chilton, Sudbury, Suffolk                     |
| <b>LOT 05</b> 18.50 acres of Land at Short Drove, Little Downham, Ely, Cambridgeshire      | <b>LOT 17</b> 42 Great Fen Road, Soham, Ely, Cambridgeshire  |
| <b>LOT 06</b> Land off Schole Road, Willingham, Cambridge, Cambridgeshire                  | <b>LOT 18</b> Redlands, Station Road, Longstanton, Cambridge, Cambridgeshire                         |
| <b>LOT 07</b> 48.88 acres land off the B1101, Coldham, Wisbech, Cambridgeshire             | <b>LOT 19</b> Land adjacent to Redlands, Station Road, Longstanton, Cambridge                        |
| <b>LOT 08</b> 19 Lynn Road, Ely, Cambridgeshire  | <b>LOT 20</b> Flat 27 Primrose Lodge, Primrose Street, Cambridge, Cambridgeshire                     |
| <b>LOT 09</b> Garage 22 Arber Close, Bottisham, Cambridge, Cambridgeshire                  | <b>LOT 21</b> The Farmery, Gog Magog Hills Estate, Babraham, Cambridge, Cambridgeshire               |
| <b>LOT 10</b> Garage 28 Arber Close, Bottisham, Cambridge, Cambridgeshire                  | <b>LOT 22</b> Mooring 1 North Bank, River Little Ouse, Brandon Creek, Downham Market, Cambridgeshire |
| <b>LOT 11</b> The Old Telephone Exchange, Balsham Road, Linton, Cambridgeshire             | <b>LOT 23</b> Mooring 2 North Bank, River Little Ouse, Brandon Creek, Downham Market, Cambridgeshire |
| <b>LOT 12</b> Crown and Pipes Public House, 14 High Street, Fenstanton, Cambridgeshire     |  |

## ENTRIES ARE NOW BEING INVITED FOR OUR 2023 AUCTIONS

Wednesday 13th December 2023 (catalogue closes 10th November 2023)

Join our FREE email subscription service to receive notification of forthcoming auctions, online catalogues and updates by visiting [www.cheffins.co.uk/property-auctions](http://www.cheffins.co.uk/property-auctions) or contact the Auction Department on 01223 213777 for further details.

# Auctioneer's Note

## How to bid

The auctioneer will still conduct the auction via a live online video feed, and bidders will be able to bid by one of the following methods:



### ONLINE

Submitting the Cheffins bidding registration form



### PROXY BID

Submitting the Cheffins bidding registration form



### TELEPHONE

Submitting the Cheffins bidding registration form

### All bidding methods will require:

- You must register your preferred method of bidding with the auction team at least 48 hours before the auction starts. You can do visiting <https://www.cheffins.co.uk/property-auctions/how-to-bid.htm>, by emailing us at [property.auctions@cheffins.co.uk](mailto:property.auctions@cheffins.co.uk) or by calling us – 01223 213777
- We must receive a bidders security deposit 48 hours prior to the auction, this being 10% of the guide price (subject to a minimum of £3,000) if paying by bank transfer, or a £7,500 hold on debit card if using Opayo online registration system.
- If paying the deposit by transfer please transfer the bidder security amount to Cheffins Clients Account, 20-17-68, 03914062, using the Lot Number and your Surname as reference.
- If you are successful and the 10% deposit of the winning bid is more than the security held, the additional amount is required within 24hrs of the auction, in addition to the buyers contract fee (See terms and conditions)
- We will also ask you to verify your identity by providing us with copies of personal documents such as a passport, driving licence, bank statement, utility bill etc.

Please note that we cannot authorise your bid until we have your completed registration forms and personal identification documents.

The auction team will be very happy to talk you through the bidding options available. Please call **01223 213777 Option 1** to speak to the auction team.

Should the 10% deposit of the winning bid be more than the bidder security payment held, the additional amount is required within 24hrs of the auction, in addition to the buyer's contract fee of £600 including VAT for purchases upto £150,000, or £900 including VAT for purchases of £150,000 or over. If you are not the successful bidder this fee is not payable.

# Anti-money laundering regulations

Applies to all New & Regular Clients.

Due to the anti-money laundering regulations and legislation which came into effect in June 2017.

**WE ARE LEGALLY REQUIRED TO VERIFY THE IDENTITY AND ADDRESS OF EVERYONE WHO OFFERS, BIDS OR BUYS AT AUCTION, REGARDLESS OF ANY CURRENT OR PAST RELATIONSHIP WITH CHEFFINS.**

**ANY PERSON INTENDING TO BID WILL BE REQUIRED TO PRODUCE ONE ITEM FROM BOTH LIST A AND LIST B BELOW, PRIOR TO THE AUCTION OR ANY PURCHASE.**

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive ID, you will be unable to bid.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract. We will also need to verify the ID for all persons with more than a 25% share of the company.

A list of suitable options is available below.

**YOU MUST PROVIDE ONE DOCUMENT FROM EACH LIST OF ACCEPTABLE ID:**

## List A - Proof of Name

- A valid passport
- Original UK birth certificate issued within 12 months of the date of birth in full form (including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)
- EEA member state identity card
- Current UK or EEA photocard driving licence
- Full old style driving licence (UK)
- Photographic registration cards for self-employed individuals in the construction industry (CIS4)
- National identity card bearing a photograph of the applicant
- Firearms or shotgun certificate
- Residence permit issued by the Home Office to EEA nationals on sight of own country passport
- Benefit book or original notification letter from Benefits Agency

## List B - Proof of Residence

- A utility bill dated within the last 3 months. This could be an energy bill, water bill or landline telephone bill
- A council tax bill for the current council tax year
- Electoral register entry OR NHS medical card or letter of confirmation from GP's practice of registration with the surgery
- Current UK driving licence (unless used as proof of identification)
- Bank, building society or credit union statement dated in last 3 months (transactions can be redacted)
- Original mortgage statement from a recognised lender dated within last year
- Solicitor's letter confirming recent property purchase (last 3 months) or land registry confirmation of address
- Council or housing association rent card or tenancy agreement for the current year
- HMRC self-assessment letters or tax demand dated within the current financial year

Within Cheffins, the preferred method of complying with Anti-Money Laundering Laws is by using e-verification. This is performed by inputting your personal data (as permitted by Article 6.1.c of GDPR) into a 3rd party e-verification service that automatically checks your details against a series of data bases ranging from the Electoral Roll to Credit Accounts. A match against 2 or more of these databases provides an "accept" result. If your result is referred, further manual checks will be required.

If you have any queries relating to the regulations, please contact Kelly Peacock on 01223 213777 or [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)



- A parcel of land measuring 277m<sup>2</sup> (0.068 acres)
- Central village location
- Adjacent to residential properties
- Freehold

### Description

A chance to purchase a small parcel of land measuring 277m<sup>2</sup> (0.068 acres), lying between residential bungalows, situated on a residential cul-de-sac in the heart of the popular village of Mattishall.

The subject land is broadly rectangular in shape and is predominantly laid to grass and set back from the public highway behind a lay-by.

The land features 3 mature trees running through the spine of the land from west to east.

There appears to be paved area running partway along the land, but this path does not appear to continue through to Bob Carter Court (to the rear).

The land is bordered by hedge to the rear (east) and timber fences to the north and south boundaries.

### Wayleaves, Easements, Covenants and Rights of Way

The land is sold subject to and with the benefit of any rights-of-way, easements or wayleaves that may exist.

### Location

The land is located between numbers 4 and 6 Pear Tree Close. Upon turning into Pear Tree Close, the land is mid way along the cul-de-sac on the right hand side, set back from the tarmac lay-by.

The village of Mattishall lies approximately 13miles west of Norwich and 4 miles east of Dereham in the centre of Norfolk. Mattishall is in the ward of Breckland District Council and has a limited range of village amenities, with the nearest amenities being located in Dereham.

What3words: fight.scream.bravest

### Auctioneers Note

The land is sold subject to an overage clause - please see legal pack.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Melissa Starkings at Birketts, Kingfisher House, 1 Guiders Way, Norwich, NR3 1UB

**VIEWING:** Attend the site at all reasonable times

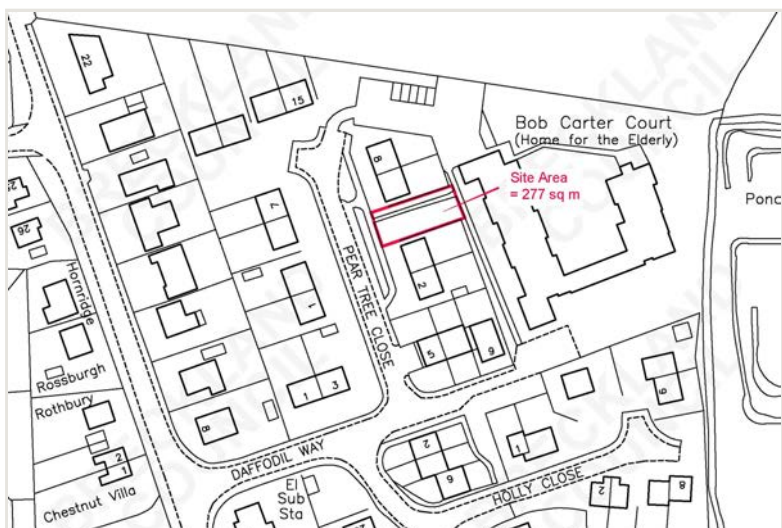


Image taken from site plan supplied by Breckland District Council



- 1.03 acres of paddock land and stables including; 3 boxes, hay and tack storage
- Village location
- Freehold with vacant possession

### Description

A rare opportunity to acquire a stable block and 1.03 acres (0.42 hectares) in the village of Meldreth. The property benefits from a timber framed stable block with 3 boxes, tack storage, with a concrete apron. The paddock is a regular shaped block, with a combination of mature hedgerows and post and double strand wire fencing.

Access to the property is via a public footpath from North End, crossing a ditch to the rear of the stable block. The public footpath runs the length of the southern boundary, outside of the demise.

The land is connected to water and electricity.

The land is classified as Grade 2 on the Agricultural Land Classification Map. The Soil Survey of England & Wales classifies the soils as being of the Wantage 2 soils and described as being shallow well-drained calcareous silty soils over argillaceous chalk associated with similar soils affected by groundwater.

### Location

The land is situated in the village of Meldreth, with access via a public footpath from North End.

Meldreth lies approximately 4 miles north east of Royston and 9 miles south west of the University City of Cambridge. The property is located in close proximity to the A10 and has excellent railway links, with Meldreth Train Station providing direct access to Cambridge and London Kings Cross.

Grid Reference: TL 3749 4678

What3words: ///chained/jammy/inspected

### Auctioneers Note

This land is sold subject to an overage clause – please see the Auction Legal Pack for full details.

### General Remarks & Stipulations

The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Neville Drummond at Woodfines Solicitors, Lockton House, Clarendon Road, Cambridge, CB2 8FH

**VIEWING:** Attend the site at all reasonable times



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.

- 2.49 acres of grassland with building
- Freehold with vacant possession

### Description

An exciting opportunity to acquire a parcel of grassland in this elevated position in rural Suffolk, yet within easy reach of Newmarket and Cambridge.

The land extends to 1 hectare (2.49 acres) or thereabouts and includes a timber building. The land is enclosed with a mixed species thorn hedge, and fenced with timber post and rail and post and wire fences.

A stoned track leads from Bradley Road to a large parking area and a timber agricultural building, which was recently erected and provides a loose box and storage area.

We are advised by the Seller that the land was under drained in 2013 with 100mm perforated pipe.

The Seller advises that water and electricity connections are available to the property but not connected. The purchaser should carry out their own enquiries as to obtaining connections.

### Wayleaves, Easements, Covenants and Rights of Way

The Seller advises there is a wayleave agreement with UK Power Networks for an underground cable, see legal pack for further information.

The property is sold with the benefit of and subject to any wayleaves, easements or rights of way that may exist. All sporting, timber and mineral rights are included within the sale in so far as they are owned by the Seller. Please refer to legal pack for further information.

### Location

From the village of Kirtling, head southeast on Newmarket Road for approx. 500m, before turning right on to Mill Road. Continue south on Mill Road for 800m, then turn left on to Bradley Road. Head south on Bradley Road, and the land can be found on the right after 800m.

What3words - ///fabricate.issues.decimals



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



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**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Graham Woodhouse, Edmondson Hall, 25 Exeter Road, Newmarket, CB8 8AR

**VIEWING:** Attend the site at all reasonable times



- 6.92 acres (2.80 hectares)
- Grade 2 Arable Land
- Freehold with Vacant Possession

**Description**

An opportunity to acquire a single parcel of arable land extending to 6.92 acres (2.80 hectares) situated on the outskirts of the village with access off West Fen Drove, Little Downham.

The land is predominantly Grade 2 on Defra’s Agricultural Land Classification Map and the soils are identified by the Soil Survey for England and Wales as belonging to the Hanslope Soil Association which is further described as being slowly permeable calcareous clayey soils. Some slowly permeable non-calcareous clayey soils.

The land has been farmed in an arable rotation with a history of producing good yields. The most recent cropping being: 2023- Spring Beans, 2022- Winter Barley, 2021- Winter Wheat, 2020- Sugar Beet.

**Wayleaves, Easements, Covenants and Rights of Way**

The land is sold subject to and with the benefit of any wayleaves, easements and rights-of-way that may exist. All sporting, timber and mineral rights are included in the sale insofar as they are owned by the Vendor. Please refer to the Legal Pack for further details.

**Location**

The land is located to the southwest of Little Downham with access of West Fen Drove which is a single-track metalled road which is maintained by the Highways Department of Cambridgeshire County Council.

Little Downham is situated approximately 3 miles north of Ely City Centre and approximately 20 miles north of Cambridge.

**Basic Payments Scheme**

The land has been registered on the Rural Land Register with the Rural Payments Agency for the benefit of the Basic Payment Scheme. The vendor and outgoing tenant reserves the rights to any payment made under 2023 Basic Payments Scheme. There are no entitlements included with the sale.

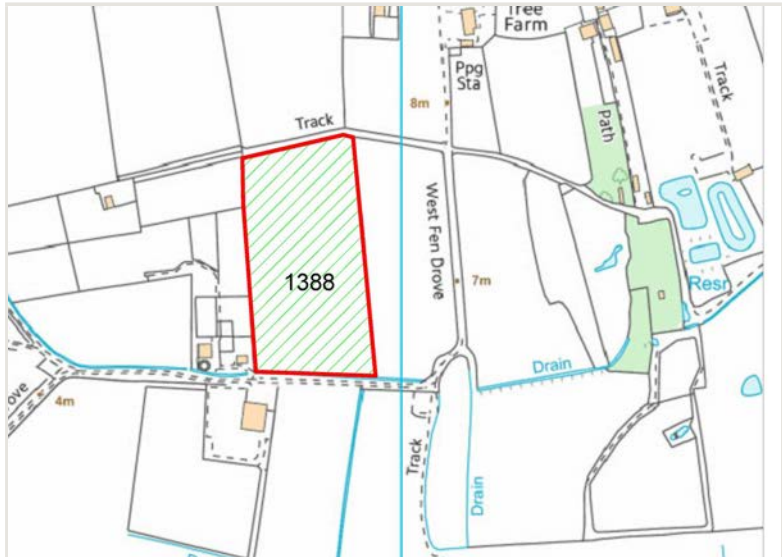
**Drainage Rates**

The land is not subject to drainage rates.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Rosalind Donnelly at Ward Gethin Archer, Market Place, Ely, Cambridgeshire, CB7 4QN.

**VIEWING:** Attend the site at all reasonable times



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



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\*For further details please see the Important Buyers Information on page 4



- 18.50 acres (7.48 hectares)
- Grade 2 Arable Land
- Freehold with Vacant Possession

### Description

An opportunity to acquire a single block of arable land (including parcels 1533 and 1523), extending to 18.50 acres (7.48 hectares) situated on the outskirts of the village with access off West Fen Drove, Little Downham.

The land is predominantly Grade 2 on Defra's Agricultural Land Classification Map and the soils are identified by the Soil Survey for England and Wales as belonging to the Peacock Soil Association which is further described as being deep humose calcareous clayey and non-calcareous fine loamy over clayey soils. Some peat soils.

The land has been farmed in an arable rotation with a history of producing good yields. The most recent cropping being: 2023- Oilseed Rape, 2022- Winter Barley, 2021- Sugar Beet, 2020- Winter Wheat.

### Wayleaves, Easements, Covenants and Rights of Way

The land is sold subject to and with the benefit of any wayleaves, easements and rights-of-way that may exist. All sporting, timber and mineral rights are included in the sale insofar as they are owned by the Vendor. Please refer to the Legal Pack for further details.

### Location

The land is located to the southwest of Little Downham with access off Short Drove which is accessed via West Fen Drove which is a single-track metalled road which is maintained by the Highways Department of Cambridgeshire County Council.

Little Downham is situated approximately 3 miles north of Ely City Centre and approximately 20 miles north of Cambridge.

### Basic Payments Scheme

The land has been registered on the Rural Land Register with the Rural Payments Agency for the benefit of the Basic Payment Scheme. The vendor and outgoing tenant reserves the rights to any payment made under 2023 Basic Payments Scheme. There are no entitlements included with the sale.

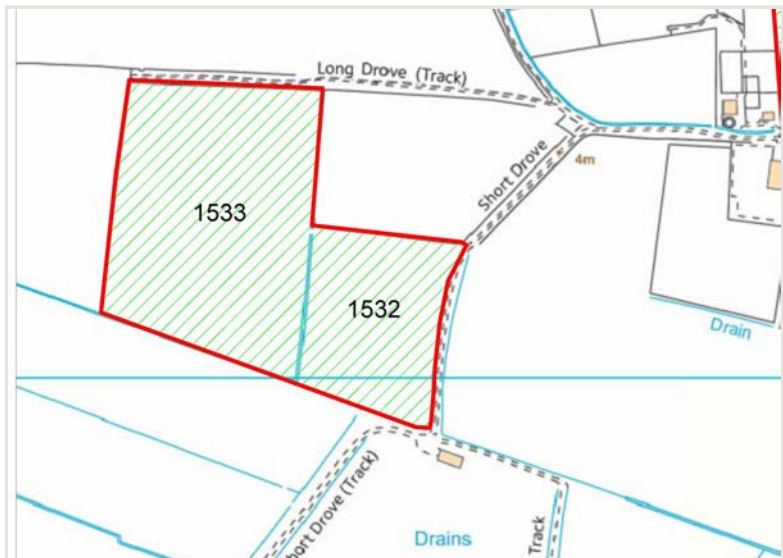
### Drainage Rates

The land is subject to drainage rates. Drainage rates are payable to the Littleport and Downham Drainage Board

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Rosalind Donnelly at Ward Gethin Archer, Market Place, Ely, Cambridgeshire, CB7 4QN.

**VIEWING:** Attend the site at all reasonable times



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



- 13.97 Acres of arable land in a single parcel
- Freehold with vacant possession

### Description

An opportunity to acquire a regular shaped parcel of arable land extending to 5.58 hectares (13.79 acres) situated to the south of Schole Road, close to the village of Willingham. The land is classified as Grade 2 on the Agricultural Land Classification Map and the Soil Survey of England & Wales classifies the soils as being of the Denchworth Soil Association of which the soils are described as being slowly permeable stoneless clayey, strongly mottled soils. The boundaries of the land are formed with drainage ditches.

**Cropping History:** 2020-23 – Winter Wheat, 2019 – Winter Beans

### Wayleaves, Easements, Covenants and Rights of Way

The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

### Location

The land is situated on the south side of Schole Road, to the east of the village of Willingham, some 14 miles south west of the centre of the City of Ely, and 12 miles north of the City of Cambridge. Grid Reference: TL 4149 6949. What3words: ///simulates.skate.sketch

### Access

The land is accessed from Schole Road over a field in 3rd party ownership. The land has a right of way over the field which is detailed in the Auction Legal Pack.

Schole Road is a hardcore road with gated access, keys for which are provided to the relevant landowners by Cambridgeshire County Council.

### Auctioneers Note

The Seller retains the growing crop with a right to holdover until harvest or 29th September 2023. Please refer to Auction Legal Pack for details.

### Basic Payments Scheme

The land is registered on the Rural Land Register, but entitlements to claim are not included in the sale. The land forms part of the Vendor's 2023 Basic Payment Scheme application and the Vendor will retain any payments

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Roger Covell of King & Co Solicitors, 238 High Street, Cottenham, Cambridgeshire, CB24 8RZ

**VIEWING:** Cheffins Ely Rural Dept 01353 654900



Site Plan - Not to scale



Location Plan - not to scale

\*For further details please see the Important Buyers Information on page 4



- 48.88 acres (19.784 hectares) of land to the south of Coldham village
- Split in to 2 main parcels
- Freehold with vacant possession (subject to holdover for harvest of sugar beet crop)

### Description

A large block of mainly Grade 1 land totalling 48.88 acres on the western side of the B1101, midway between March and Coldham.

The land is split into 2 main parcels, with a land drain and access track running between them, along with a further triangular slither of land sandwiched between the public highway and the disused railway line.

Cropping history: 2023 - Sugar Beet/W. Wheat. 2022 - W. Wheat/Sugar Beet. 2021 - Potatoes/W. Wheat. 2020 - OSR/OSR.

The land has been used for agricultural purposes for a number of years and is generally flat and level, with buffers surrounding the western parcel.

### Wayleaves, Easements, Covenants and Rights of Way

The property is accessed via an unmade track that runs along the southern boundary of the main parcel. This established track also provides access for third parties to reach surrounding land parcels.

The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

### Location

From March head north on the B1101 crossing 20 Foot River drain, turning sharp right then immediately sharp left, the land can then be found on the left hand side after approximately half a mile.

What3Words - ///amending.funky.outnumber

### Auctioneers Note

The parcel of land closest to the disused railway is understood to have been used for landfill activities by Wisbech District Council between March 1962 and January 1970, it was then subsequently covered and put into agricultural rotation.

See legal pack for copy of intrusive site investigation and remediation appraisal.



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No. 100020449.

**TENURE:** Freehold subject to holdover

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Kate Seymour at Burges Salmon, One Glass Wharf, Bristol, BS2 0ZX

**VIEWING:** Cheffins Property Auction Dept 01223 213777

- Former Podiatrist Surgery
- Prominent position
- Close to city centre
- Freehold with vacant possession

### Description

A wonderful opportunity to acquire a former podiatrist surgery located in a prominent position close to the heart of the thriving city of Ely.

The property is offered for sale in good decorative order in readiness for its next occupier, and offers an ideal opportunity to establish a similar therapy / treatment business. Alternatively the property could be well suited for a variety of other business uses, subject to any necessary consents.

This single-storey property has glazed windows fronting Lynn Road with a rendered brick façade and has a gross internal floor area of 22.99 square metres (247 square feet). The accommodation comprises: Waiting Room (7.48 sq.m.); Consulting Room / Surgery (10.07sq.m.); Store (3.86 sq.m.) and W.C. (1.58 sq.m.).

EPC Rating - D

Rateable Value from 1st April 2023 is £3,550

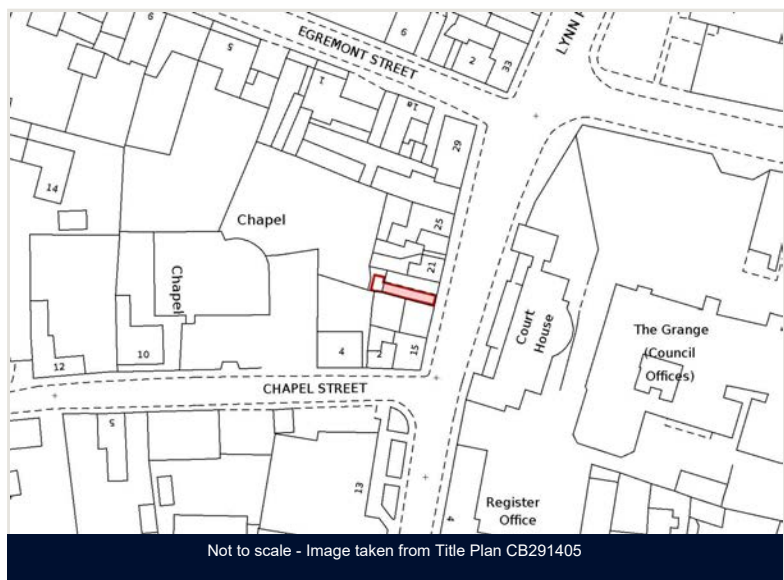
### Services

Mains Water, Electricity and Drainage are connected.

### Location

This property is situated off Lynn Road, which is a main road leading into the centre of Ely. The location is just a short walk from the main High Street, which boasts a number of independent shops and tea rooms, and in turn leads to a thriving marketplace.

Ely is located on the A10 is approximately 15 miles north of the university city of Cambridge. Ely Railway Station provides regular services to Cambridge, London and Peterborough. Ely has seen significant expansion in residents with further large housing schemes planned.



**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Olivia Chalmers of Hunt & Coombs, Peterborough, PE3 6AG

**VIEWING:** Cheffins Ely Rural 01353 654900

# Auctioneer's Note

## How to bid

The auctioneer will still conduct the auction via a live online video feed, and bidders will be able to bid by one of the following methods:



### ONLINE

Submitting the Cheffins bidding registration form



### PROXY BID

Submitting the Cheffins bidding registration form



### TELEPHONE

Submitting the Cheffins bidding registration form

### All bidding methods will require:

- You must register your preferred method of bidding with the auction team at least 48 hours before the auction starts. You can do visiting <https://www.cheffins.co.uk/property-auctions/how-to-bid.htm>, by emailing us at [property.auctions@cheffins.co.uk](mailto:property.auctions@cheffins.co.uk) or by calling us – 01223 213777
- We must receive a bidders security deposit 48 hours prior to the auction, this being 10% of the guide price (subject to a minimum of £3,000) if paying by bank transfer, or a £7,500 hold on debit card if using Opayo online registration system.
- If paying the deposit by transfer please transfer the bidder security amount to Cheffins Clients Account, 20-17-68, 03914062, using the Lot Number and your Surname as reference.
- If you are successful and the 10% deposit of the winning bid is more than the security held, the additional amount is required within 24hrs of the auction, in addition to the buyers contract fee (See terms and conditions)
- We will also ask you to verify your identity by providing us with copies of personal documents such as a passport, driving licence, bank statement, utility bill etc.

Please note that we cannot authorise your bid until we have your completed registration forms and personal identification documents.

The auction team will be very happy to talk you through the bidding options available. Please call **01223 213777 Option 1** to speak to the auction team.

Should the 10% deposit of the winning bid be more than the bidder security payment held, the additional amount is required within 24hrs of the auction, in addition to the buyer's contract fee of £600 including VAT for purchases upto £150,000, or £900 including VAT for purchases of £150,000 or over. If you are not the successful bidder this fee is not payable.



- Ideal parking/storage opportunity
- Single garage
- Central village location close to Cambridge
- Long leasehold with vacant possession

### Description

A single garage en-bloc located in the heart of the popular village of Bottisham, just a few miles from the centre of Cambridge.

The garage (No. 22) has a flat felt roof over brick walls and with modern UPVC gutters and down pipe. The garage has a modern aluminium up-and-over door along with a secure ground bolt lock.

Inside there is a concrete floor with wooden flooring laid over. The internal measurements of the garage are 5.21m x 2.40 (max width). The door has an opening width of 2.14m and an opening height of 1.87m.

The garage forms part of a purpose-built block of garages with No. 22 lying towards the far end of the block.

The garage was granted a 99 year lease dating from 2000 thereby with approximately 76 years currently remaining.

The garage does not have any light power or connected.

The garage offers a wonderful opportunity for local residents or businesses to acquire storage space in this popular location close to Cambridge city.

### Location

The village of Bottisham is located around 6 miles east of Cambridge, and is a popular desirable village location with a range of shops, amenities and services along with Bottisham village college.

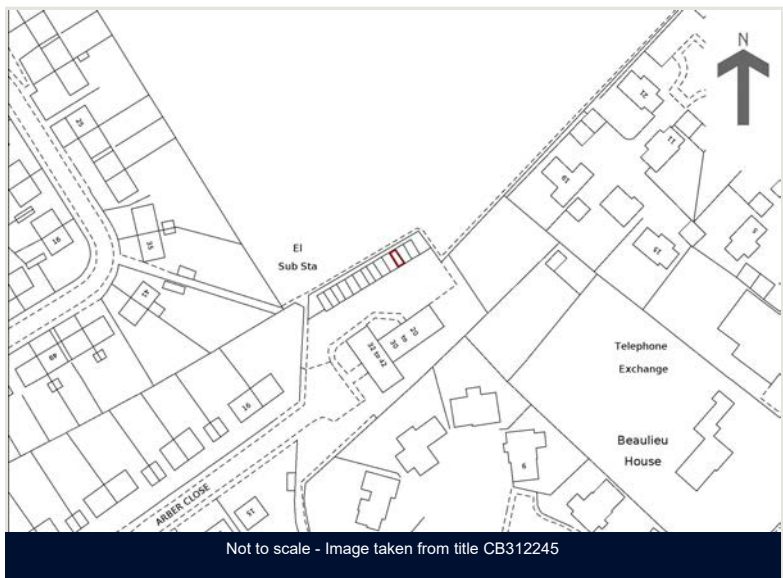
Upon entering the village from the south along Bell Road, turn left on to the High Street continuing to Lode Road, whereupon Arber Close can then be found on the right hand side shortly before the village College. Continue along Arber Close to the end of the cul-de-sac where the row of garages can then be found on the left hand side.

What3words - ///dust.satin.century

**TENURE:** Leasehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Selina Shearer at Mulcahy Smith Ltd, 23 Regents Terrace, Gateshead, Tyne & Wear, NE8 1LU

**VIEWING:** Cheffins Property Auction Dept 01223 213777



- Ideal parking/storage opportunity
- Single garage
- Central village location close to Cambridge
- Long leasehold with vacant possession

### Description

A single garage en-bloc located in the heart of the popular village of Bottisham, just a few miles from the centre of Cambridge.

The garage (No. 28) has a flat felt roof over brick walls and with modern UPVC gutters and down pipe. The garage has a modern aluminium up-and-over door along with a secure ground bolt lock.

Inside there is a concrete floor with wooden flooring laid over. The internal measurements of the garage are 5.2m x 2.41 (max width). The door has an opening width of 2.16m and an opening height of 1.87m.

The garage forms part of a purpose-built block of garages with No. 28 lying towards the far end of the block.

The garage was granted a 99 year lease dating from 2000 thereby with approximately 76 years currently remaining.

The garage does not have any light power or connected.

The garage offers a wonderful opportunity for local residents or business acquire storage space in this popular location close to Cambridge city.

### Location

The village of Bottisham is located around 6 miles east of Cambridge, and is a popular desirable village location with a range of shops, amenities and services along with Bottisham village college.

Upon entering the village from the south along Bell Road, turn left on to the High Street continuing to Lode Road, where upon Arber Close can then be found on the right hand side shortly before the village college. Continue along Arber Close to the end of the cul-de-sac where the row of garages can then be found on the left hand side.

What3words - ///dust.satin.century

**TENURE:** Leasehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Selina Shearer at Mulcahy Smith Ltd, 23 Regents Terrace, Gateshead, Tyne & Wear, NE8 1LU

**VIEWING:** Cheffins Property Auction Dept 01223 213777





- Former Telephone Exchange building
- Currently used as an office, but potential for other uses STP
- Popular village location
- Freehold with vacant possession

### Description

An opportunity to acquire a former Telephone Exchange in the heart of the popular village of Linton. The property has been most recently used as an office premises, following its original use as a 'Telephone Repeater Exchange'.

The building is accessed via a private drive off Balsham Road. The property is of brick construction, benefitting from predominantly UPVC windows, under a pitched tile roof. There is an entrance/reception area under a lead sheet flat roof to the front.

The Valuation Office Agency floor areas, quote the net internal area as approximately 633 sq ft (58.81 sq m).

The total site area is approximately 0.12 acres (0.05 hectares), with some apron/garden surrounds but mainly to the right and rear.

### Location

The property is ideally located on Balsham Road, opposite the junction with Back Road, and just a few yards from the High Street. Linton is a popular and bustling village with a wide variety of amenities including the Village College, shops, surgery and bakery, and is less than 10 miles from Cambridge city centre.

### Planning

The property sits outside of the conservation area and within the development framework for Linton.

The planning history of the property is available on the South Cambridgeshire District Council planning portal. In 2003, the property gained planning consent for a change of use from a 'Telephone Repeater Exchange' to 'Office Use (class B1(a))'.

The property could be suitable for alternative commercial uses which comply with Use Class E of the Town and Country Planning (Use Classes) Order 1987 (amended 2020). Similarly, the flexible property may offer potential for alternative uses subject to gaining the necessary consents.

### VAT

VAT is payable on the purchase price.

**TENURE:** Freehold with vacant possession

**LEGAL PACK: VIEWING:** Cheffins Commercial Department  
01223 213666



Not to scale - Image taken from Title Plan CB368235



- A Grade II Listed public house
- Central village location
- Refurbishment/development opportunity STP
- Freehold with vacant possession

### Description

A Grade II Listed public house with accommodation above, located on a corner plot in the heart of the popular village of Fenstanton. The pub is vacant and offers buyers the chance to improve/refurbish the building, and benefit from the generous side garden.

The main building is understood to be of timber frame construction with rendered brick under a pitched tiled roof. The front entrance door from the High Street leads into the bar which is arranged across two rooms with a central bar servery. The trading area has multiple windows and also gives access to the side garden. A beer store (above ground cellar) and customer toilets are at the rear.

The first floor is accessed via a staircase from the rear Lobby, which leads to private living accommodation comprising: Double Bedroom, Lounge, a Bathroom with modern white suite and Kitchen/Breakfast Room featuring a range of MDF base and wall units. There is a further Bedroom with low ceiling height within the second floor.

Outside - There is an attractive lawn area to the left hand side of the building, which is fenced off from the High Street and features some mature trees/shrubs. A further detached Garage/Store is found to the rear right of the property and accessed from Bell Lane, along with a small frontage that provides parking for two cars. Total site area approx 0.15 acres.

The property is not currently trading as a public house, but could be suitable for a re-continuation of the pub use, or may be suitable for conversion to residential use subject to the necessary consents.

EPC Rating: D  
Council Tax: A. Business Rates from 1st April 2023: £3,550

### Location

The Crown & Pipes occupies a corner position facing High Street and Bell Lane, in the heart of the village of Fenstanton. The village shop is next door and opposite is a new residential estate of circa 88 new private homes.

### VAT

VAT is payable on the purchase price.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Samantha Keegan at Freeths Routeco Office Park, Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ

**VIEWING:** Cheffins Property Auction Dept 01223 213777



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No. 100020449.



- Substantial freehold mixed use building
- Ground floor fully let
- Upper floors vacant with residential consent for 3 apartments
- Prominent central town location

### Description

A wonderful opportunity to purchase a 3 storey mixed use property, located in the heart of the popular and thriving town of Saffron Walden. The ground floor retail unit is fully let to a clothing retailer, whilst the upper floors, which are accessed separately, have consent approved for 3 residential apartments.

The Grade II listed building features a good size ground floor Retail Space (96.93m<sup>2</sup>) with further ground floor Store (16.08m<sup>2</sup>), Kitchenette and Cloakroom. The ground floor is well fitted-out and has dual frontage display windows, ensuring excellent visibility. The ground floor is occupied by Phase Eight on a 2 year lease dating from the 6th April 2023. The initial rent rises to £20,000 per annum from the 1st September 2023, with either party able to issue 2 months notice to quit at any time.

At first and second floor levels the property was formally occupied as a Salon and is now vacant. There are a total of 11 Rooms plus 3 Cloakrooms, with the gross internal area of the first floor being 116m<sup>2</sup> and the second floor being 136m<sup>2</sup>.

### Location

King Street is in the heart of Saffron Walden, surrounded by popular shops and therefore benefitting from high levels of footfall.

### Planning

Planning permission (UTT/22/0499/FUL) and listed building consent (UTT/22/0500/LB) were obtained on the 22nd April 2022, granting permission for 3 generous residential apartments across the first and second floors. The well designed scheme provides 3 No. 2 bedroom flats across the 2 floors of 93.7m<sup>2</sup>, 70.0m<sup>2</sup> and 78.8<sup>2</sup> respectively.

The flexible building, with the benefit of approved scheme, therefore gives buyers a chance to convert the upper floors and either sell or rent the apartments, or alternatively the buyer could simply continue use the building for commercial purposes.

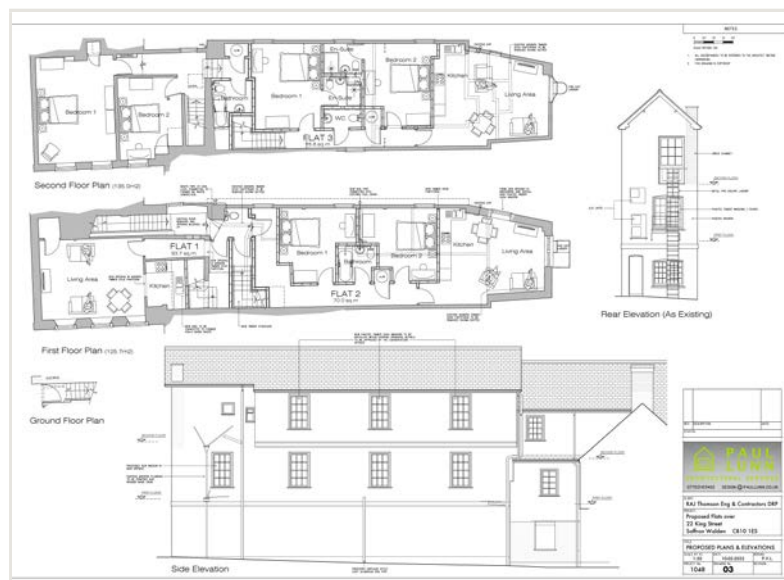
### VAT

No VAT is payable on the purchase price.

**TENURE:** Freehold

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Khal Shahjahan at Berwins 2 North Park Road, Harrogate, HG1 5PA

**VIEWING:** Cheffins Property Auction Dept 01223 213777



\*For further details please see the Important Buyers Information on page 4



- Detached former Methodist chapel
- Central village location
- Potential for alternative uses STP
- Freehold with vacant possession

### Description

A chance to acquire a former Methodist Church dating from 1903 but with origins dating back to 1840, of brick walls beneath a pitched slate roof with additional single storey flat roof extension. The property is in the heart of the popular village of Great Barford, set back from Bedford Road, with commercial premises opposite and residential properties to either side.

The impressive building offers the following accommodation:

Vestibule, main Worship area (with 6.57m ridge height) parquet flooring, coloured glass to walls; rear Hall; Kitchen; WC.

The gross internal area of the church is approximately 129m<sup>2</sup>.

Outside, there is a generous frontage which could provide parking (subject to approval). To the rear/left there is a small courtyard which gives access to modest outbuilding/store, beyond which is a small garden area which is overgrown but provides handy outside space.

The property has been regularly maintained but also offers scope for improvements subject to the buyer's needs for the property.

### Location

The Methodist Church is located in the heart of the popular village of Great Barford on the western side of Bedford Road. The position is close to the range of shops, facilities and services that the village has to offer including a village Post Office. Great Barford is just 5 miles north east of Bedford and gives easy access to the A421 and the A1 roads.

### Planning

The property may be suitable for alternative uses, subject to gaining the necessary planning consent. interested parties should make enquiries of Bedford Borough Council - [www.bedford.gov.uk](http://www.bedford.gov.uk).

### Auctioneers Note

The property is sold subject to an overage clause - see legal pack for details.

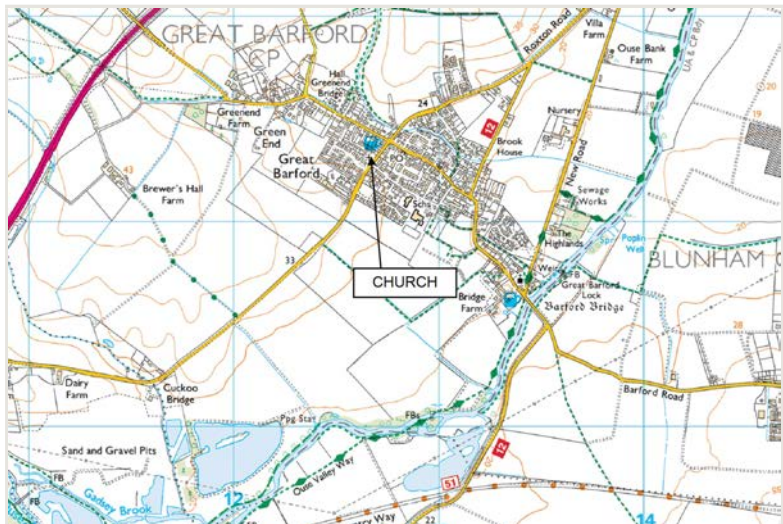
**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Laura Mynott at Anthony Collins Solicitors, 134 Edmund Street, Birmingham, B3 2ES

**VIEWING:** Cheffins Property Auction Dept 01223 213777



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



- Substantial formal Methodist Church
- Central village location
- Potential for alternative uses STP
- Freehold with vacant possession

### Description

A rare opportunity to purchase a substantial former Methodist Church located within the popular Bedfordshire village of Tempsford. The attractive former church is understood to date from 1804 and is of traditional brick construction beneath a variety of pitched slate covered roofs.

The building features the following accommodation:

Entrance Porch with door to; Main Chapel area with dual height ceiling (with ridge height of 4.92m), triple aspect windows, along with small mezzanine area to front; Rear Meeting Room with dual aspect windows and door to side; Lobby; Cloakroom with WC and wash hand basin; Kitchen with a range of MDF base and wall units.

The gross internal floor area (excluding the mezzanine) of the property is approximately 123m<sup>2</sup>.

Outside: The property benefits from a slightly larger than average plot with generous frontage including driveway offering inline parking for a number of vehicles. There is a small courtyard-style garden area towards the rear.

There are understood to be some graves in the area to the front of the property, between the path and driveway. The purchaser will be granted a long lease over this area - see legal pack.

### Location

The church is located on Station Road and is surrounded by residential dwellings of various sizes and types. The village of Tempsford lies midway between St Neots and Sandy, both of which offer a wide range of shops, facilities and services. The Church is close to the A1 which provides ideal road transport links.

### Planning

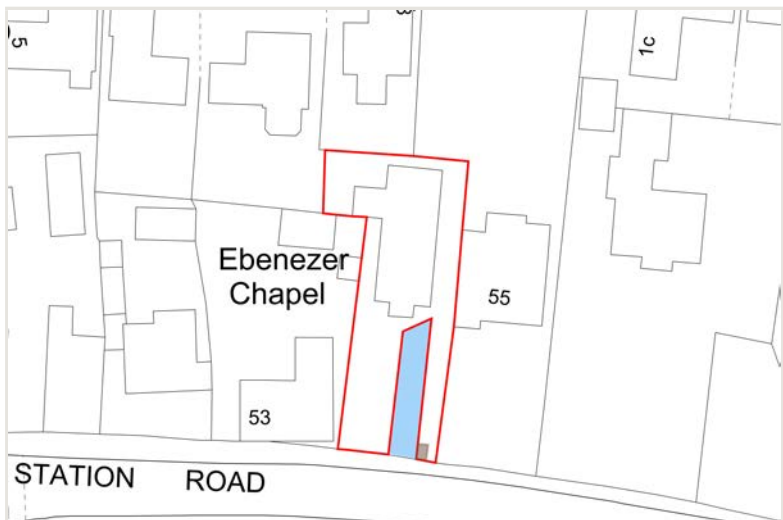
The property is not believed to be listed but does lie within the village conservation area; buyers should make any specific enquiries of the local council if looking to change the use.

The proposed east-west rail route suggests a new rail station at Tempsford which will be a great benefit to the village and the church itself, if implemented. Buyers should familiarise themselves with these plans.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Laura Mynott of Anthony Collins Solicitors, 134 Edmund Street, Birmingham, B3 2ES

**VIEWING:** Cheffins Property Auction Dept 01223 213777



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No. 100020449.



- Detached 2 bedroom bungalow in need of refurbishment/replacement
- Rural location on the outskirts of town
- Ideal refurbishment/development opportunity
- Freehold with vacant possession

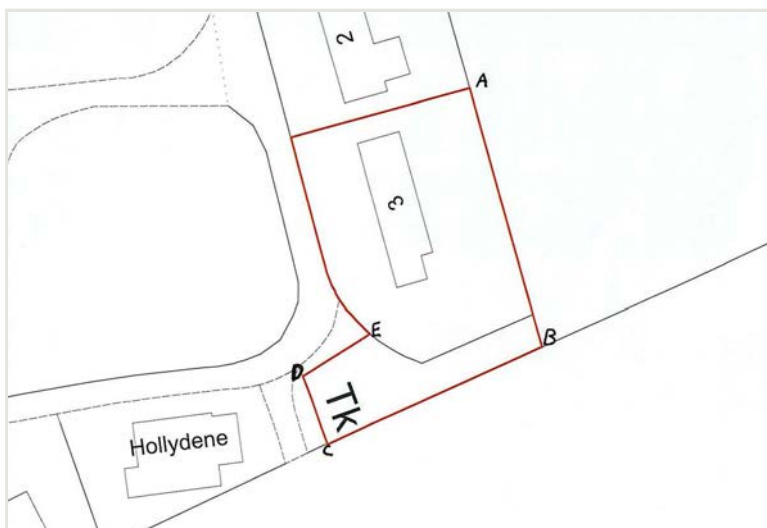


Image taken from plan supplied by Suffolk County Council



### Description

A rare chance to acquire a detached single storey property of prefabricated construction under a pitched roof, requiring complete refurbishment or replacement.

Originally constructed as an army hut during the first world war, the property benefits from a generous corner plot overlooking fields to the rear.

The prefabricated structure is of brickwork outer skin with internal boarding beneath a pitched roof with asbestos cement slates, and a more modern lean-to conservatory to the side.

The current accommodation comprises:  
Conservatory; Kitchen; Living Room with open fireplace;  
Bedroom 1; Bedroom 2; Hallway; Family Bathroom.

The gross internal area of the building, including conservatory, is approx. 79m<sup>2</sup> (851ft<sup>2</sup>).

The property is subject to an easement along the southern boundary in favour of Hollydene - See legal pack.

EPC rating E; Council Tax Band B

### Location

From the centre of Sudbury, head northeast on east street (B1115) continuing over 2 roundabouts. After the second roundabout follow the road for approximately 600m where the shared access to Chilton Hall Farm can be found on the right hand side. Continue along the shared driveway and No.3 Hall Farm Bungalows can be found on the left hand side.

What3words - ///complies.reviewed.catching

### Planning

The property has potential for extension and/or replacement subject to gaining planning permission. Interested parties should make specific planning enquiries of Babergh Mid Suffolk Council - [www.midsuffolk.gov.uk](http://www.midsuffolk.gov.uk).

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Laura Wardrop at Suffolk Legal, Suffolk County Council, 6 Constantine House, Ipswich, IP1 2DH

**VIEWING:** Cheffins Property Auction Dept 01223 213777

# Anti-money laundering regulations

Applies to all New & Regular Clients.

Due to the anti-money laundering regulations and legislation which came into effect in June 2017.

**WE ARE LEGALLY REQUIRED TO VERIFY THE IDENTITY AND ADDRESS OF EVERYONE WHO OFFERS, BIDS OR BUYS AT AUCTION, REGARDLESS OF ANY CURRENT OR PAST RELATIONSHIP WITH CHEFFINS.**

**ANY PERSON INTENDING TO BID WILL BE REQUIRED TO PRODUCE ONE ITEM FROM BOTH LIST A AND LIST B BELOW, PRIOR TO THE AUCTION OR ANY PURCHASE.**

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive ID, you will be unable to bid.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract. We will also need to verify the ID for all persons with more than a 25% share of the company.

A list of suitable options is available below.

**YOU MUST PROVIDE ONE DOCUMENT FROM EACH LIST OF ACCEPTABLE ID:**

## List A - Proof of Name

- A valid passport
- Original UK birth certificate issued within 12 months of the date of birth in full form (including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)
- EEA member state identity card
- Current UK or EEA photocard driving licence
- Full old style driving licence (UK)
- Photographic registration cards for self-employed individuals in the construction industry (CIS4)
- National identity card bearing a photograph of the applicant
- Firearms or shotgun certificate
- Residence permit issued by the Home Office to EEA nationals on sight of own country passport
- Benefit book or original notification letter from Benefits Agency

## List B - Proof of Residence

- A utility bill dated within the last 3 months. This could be an energy bill, water bill or landline telephone bill
- A council tax bill for the current council tax year
- Electoral register entry OR NHS medical card or letter of confirmation from GP's practice of registration with the surgery
- Current UK driving licence (unless used as proof of identification)
- Bank, building society or credit union statement dated in last 3 months (transactions can be redacted)
- Original mortgage statement from a recognised lender dated within last year
- Solicitor's letter confirming recent property purchase (last 3 months) or land registry confirmation of address
- Council or housing association rent card or tenancy agreement for the current year
- HMRC self-assessment letters or tax demand dated within the current financial year

Within Cheffins, the preferred method of complying with Anti-Money Laundering Laws is by using e-verification. This is performed by inputting your personal data (as permitted by Article 6.1.c of GDPR) into a 3rd party e-verification service that automatically checks your details against a series of data bases ranging from the Electoral Roll to Credit Accounts. A match against 2 or more of these databases provides an "accept" result. If your result is referred, further manual checks will be required.

If you have any queries relating to the regulations, please contact Kelly Peacock on 01223 213777 or [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)



- Detached cottage in need of replacement
- Total plot of 1.138acres
- Rural location
- Freehold with vacant possession

### Description

An opportunity to acquire a detached cottage with rural views to the front and rear.

The property requires comprehensive repair/renovation, but may also lend itself to replacement with a new dwelling, subject to gaining the necessary planning consent. The property therefore offers a fantastic project for buyers and investors alike.

The existing 2 storey house is of brick construction with external rendering beneath a pitched tiled roof, with a single storey extension to the side.

The house has a gross internal floor area of approximately 57m<sup>2</sup> (609ft<sup>2</sup>) and it sits within a generous plot of 1.138acres.

The property is set back from the road and has a prefabricated garage to the left hand side. To the rear is an area that has previously been used to grow crops but is of now very overgrown with vegetation and requires clearing.

We understand that the property has been uninhabited for around 5 years. There is evidence of significant structural defects within the building, and due to the very poor condition of the house, internal viewings are not permitted.

### Location

The property is located approximately 4.5miles to the north of the popular Fenland town of Soham. Heading north from Soham on the A142, turn right on to Northfield Road which becomes Great Fen Road. The property is found on the left hand side approximately 50yards after Chapel Lane, marked by a For Sale board.

The town of Soham offers a wide range of shops, facilities and services and benefits from a newly opened train station.

What3words - ///stance.rich.prices

### General Remarks & Stipulations

The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Jacqueline Spencer at Bendall and Sons, 23 High Street, Newmarket, Suffolk, CB8 8LY

**VIEWING:** External viewings only. Cheffins 01223 213777



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



- Abandoned former Victorian mansion with outbuildings
- Total grounds of 1.122 acres
- Edge of village location
- Freehold with vacant possession

### Description

A truly unique opportunity to purchase a 1.122 acre site on the edge of the popular village. The site has the remains of a substantial Victorian mansion known as Redlands, which was last occupied in the 1950's but has been vacant and abandoned following fires at the property.

The now abandoned property was built of red brick with stone facings had a total of 8 bedrooms, multiple reception rooms, and servant's quarters, but after a number of years use for agricultural storage it became derelict and was deleted from the rating list in 1996 owing to extensive fire damage.

The site which featured a full size tennis lawn and extensive vegetable garden is now very overgrown and requires clearance of the various outbuildings and items throughout the site. There is a direct access from the western side of the B1050 via a private bridge over Parish Dyke. The access has been temporarily blocked for security purposes. Mains electricity, gas and water connections have been capped off at the eastern end of the site.

Redlands offers a truly unique purchase proposition, for buyers to explore potential of the site of the once-stunning mansion site (STP).

### Location

From Longstanton head north on the B1050/Station Road over the guided busway, where upon the property can be found on the left hand side after approximately 150m marked by a Cheffins for sale board.

What3words - ///spaceship.awaited.trendy

### Planning

The property was removed from the rating list in 1996. Buyers should therefore make enquiries of South Cambridgeshire District Council with regards to potential uses, including a replacement of the former property.

### Auctioneers Note

The property is sold subject to an overage clause, which will be triggered if more than one dwelling is built on site. Redlands benefits from covenants that restrict building on neighbouring land to the north and south- see legal pack.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Emily Pumfrey at HCR Law, Cambridge

**VIEWING:** Strictly by appointment only, viewers enter entirely at their own risk.



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No. 100020449.



- 2.012 acres of land
- Requiring clearance/cutting back
- Edge of village location
- Freehold with vacant possession

### Description

An opportunity to purchase a rectangular parcel of land extending to 2.012 acres, located midway between the villages of Longstanton and Willingham.

The land comprises a single parcel of land which has previously featured cereal crops but has latterly been rough ploughed and has become grassed and overgrown with brambles and some self seeded trees.

The parcel fronts Station Road to its eastern boundary, with its own access from the western side of the B1050 (Station Road) via a private bridge over Parish Dyke. The southern boundary is marked by mature hedging, the western by a newly installed metal fence, whilst the historic boundary between the land and Redlands house, can be seen from old fence posts and a mature Beech tree line. The land is not connected to any mains services but these are understood to be available to the east of the site. There is also a well at this end of the site for which an Extraction Licence renewal would be required.

### Wayleaves, Easements, Covenants and Rights of Way

The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

### Location

The Land lies midway between the villages of Longstanton and Willingham. From Longstanton head north on the B1050/Station Road over the guided busway, where upon the property can be found on the left hand side after approximately 150m marked by a Cheffins for sale board. What3words - ///unloads.warthog.globe  
The nearby village of Willingham offers a range of local shops and amenities, and is also ideal to benefit from the guided busway and close proximity to the A14.

### Auctioneers Note

The property is sold subject to a development overage clause - see legal pack for details.  
In addition there is a restriction prohibiting building any structures within 60ft of the northern boundary (that is shared with Redlands House). - See legal pack for details.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Emily Pumfrey at HCR Law, 50-60 Station Road, Cambridge, CB1 2JH

**VIEWING:** Strictly by appointment only, viewers enter entirely at their own risk



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.



Not to scale. This plan is based upon the Ordnance Survey Map with the sanction of the Controller of HMSO Licence No.100020449.

- Purpose built student investment apartment
- Let at £12,000pa (7.5% gross yield at guide) with agreed increase to £13,200 (8.25%)
- Central city location
- Long Leasehold (250 years from 2016)

### Description

A top floor studio apartment that forms part of a purpose built development of 30 high specification student apartments, in Cambridge city centre. This is the largest and highest specification studio in Primrose Lodge. Primrose Lodge boasts a ground floor common room, an outside terrace and landscaped garden space along with secure indoor cycle store.

No. 27 is located on the second (top) floor and features the following accommodation:

Entrance Door leading directly into; Open plan Kitchen/Living/Bedroom, with modern white base and wall kitchen units, stainless steel sink, electric hob, oven microwave, Karndean flooring, fitted wardrobe, door intercom system; Bathroom with Karndean flooring and modern white WC, wash hand basin and shower cubicle; large storage room with shelving and hanging space.

The high specification apartment was constructed in 2016 and features electric under floor heating, double glazed windows and has a wonderful "loft style" living feeling with views to the rear. All furniture and chattels are included in the sale.

EPC Rating - B, Council Tax Band - not applicable.

The service charge is £1,151 per annum.

The property is offered on long lease of 250 years dating from 2016.

### Location

Primrose Lodge is just a 15 minute walk from the historic core of Cambridge city centre, whilst its location close to Milton Road and Chesterton Road gives wonderful access to the science park and local shops.

### Tenancies

The property is let for 2 years, with the first year's rent of £12,000pa paid in advance and second year's rent pre-agreed at £13,200pa, paid monthly.

Full time students studying at Anglian Ruskin University or Cambridge University are eligible to rent the studio apartments at Primrose Lodge, and the Vendor reports very high levels of demand with zero vacancies since construction in 2016.

**TENURE:** Long Leasehold subject to tenancy

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Kelly Peck at Barr Ellison, 39 Parkside, Cambridge, CB1 1PN

**VIEWING:** Cheffins Property Auction Dept 01223 213777





- Unique location within Wandlebury Country Park
- Detached bungalow in large plot requiring renovation with potential for extension STP
- Detached studio/outbuilding with Annexe potential
- Freehold with vacant possession

### Description

A very rare opportunity to purchase a detached bungalow requiring full renovation/refurbishment in Wandlebury Country Park, only a mile from Addenbrookes Hospital.

The detached property has a pitched slate covered roof with brick elevations and offers generous accommodation, but is in need of complete refurbishment following a recent fire. The property offers a wonderful opportunity to owner occupiers and investor buyers alike to acquire a project property in this truly unique location.

The internal accommodation can be summarised as: Entrance Porch with tiled floor, window to front and side; Sitting Room with lino flooring, large sliding doors to front, open fireplace; Kitchen with tiled floor and a range of old base and wall units, window and door to rear garden; Drawing room with tiled floor, sliding doors and window to front and side with open fireplace; Bedroom with tiled floor and window to side; Cloakroom with white WC, wash hand basin; Rear Left Bedroom with tiled floor, window to side, door to rear garden and access to; En-suite Shower Room with white WC, wash hand basin and shower area.

From the Sitting Room there is also access to a self-contained Bedroom/Annexe wing containing; Kitchen with tiled floor, window to left hand side, MDF base and wall units; Landing/Lobby with door to side garden; Bedroom with dual aspect windows, fitted wardrobes; Bathroom with old white WC, wash hand basin and bath, window to side.

EPC - TBA, Council Tax Band - F  
GIA approx. 161m<sup>2</sup> (1728ft<sup>2</sup>).

Outside: To the front of the property is a substantial detached outbuilding of brick construction with pitched slate roof and features: Double garage area featuring two sets of double doors opening on to the driveway. Large Studio area with window and doors to side and rear and with electricity connected.

The outbuilding has a gross internal area of approx. 86m<sup>2</sup> (925ft<sup>2</sup>). This detached outbuilding may offer potential an annexe/studio/office uses STP.



\*For further details please see the Important Buyers Information on page 4



The Farmery benefits from a substantial mature plot which is a real feature of the property. There is a tarmac parking area for a number of cars which leads to wild flower areas and a pond in front of the bungalow. To the rear is a substantial area of garden which is partly mown lawn areas but also features further wild flower areas, as well as fruit trees and other mature trees. Within the gardens there are green houses and a substantial wall along the right hand side of the property adding to the secluded feel of the location.

The total area of the curtilage of The Farmery measures approx. 0.442 acres.

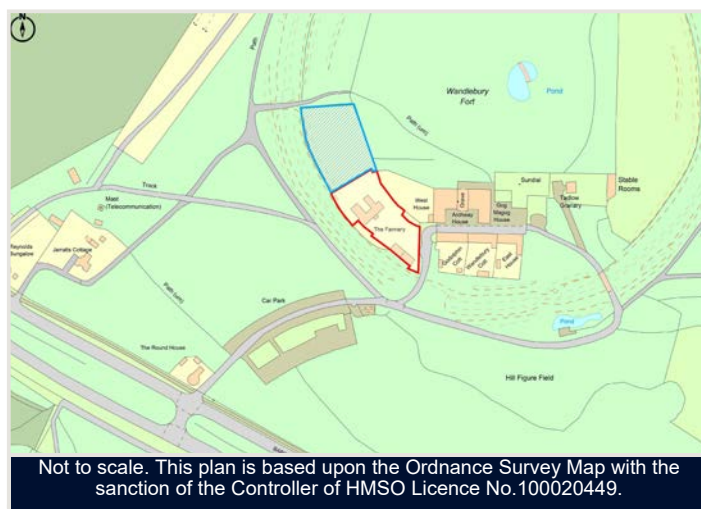
In addition to the owner area, the owners of the property lease an extra area of grounds from Cambridge Past Present and Future (edged blue on particulars c. 0.46 acres). This agreement is renewed yearly for a fee of £90 per annum.

The Farmery is a truly unique opportunity to purchase such a property in this wonderfully secluded location so close to Addenbrookes Hospital and the south city campuses. The property requires renovation and refurbishment but this will allow the buyer to tailor the property to their own tastes and preferences and may also lend itself to extension or alteration STP.

**Location**

The bungalow is found in the heart of Wandlebury Country Park inside the Wandlebury Ring walk. Heading south from Cambridge City centre, pass the Gog Magog Golf Club on the left hand side, continue past the Gog Farm Shop up the hill, and shortly after the brow of the hill turn left into the made Wandlebury Park carpark. Continue through the carpark, then bearing left towards the main house, whereupon The Farmery can then be found on the left hand side.

What3Word - /// listening.gala.merely



**TENURE** Freehold with vacant possession

**LEGAL PACK** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Richard Booth of Adams Harrison, 14-16 Church Street, Saffron Walden, Essex, CB10 1JW

**VIEWING** Cheffins Residential Department 01223 214214

\*For further details please see the Important Buyers Information on page 4



- 60 feet (18.28 metres) Mooring
- Accessible location
- Freehold with vacant possession

### Description

An opportunity to acquire a freehold riverside mooring on the River Little Ouse close to its juncture with the River Great Ouse which offers access to a wider network of waterways for cruising and close to the popular Ship Inn.

The mooring includes 60 feet (18.28 metres) of frontage to the River Little Ouse which extends approximately 10 feet (3 metres) to the toe of the embankment.

The purchaser will be granted a pedestrian right-of-way over the embankment to their mooring and will also be granted the right to park one vehicle in the nearby secure car park in an undesignated parking space.

### Wayleaves, Easements, Covenants and Rights of Way

The land will be sold subject to and with the benefit of all Wayleaves, Easements, Covenants and Rights-of-Way, that currently exist. Please refer to the legal pack for more information

### Location

The mooring is situated on the north bank of the River Little Ouse immediately upstream of the A10 Road Bridge at Brandon Creek. The popular Ship Inn is located on the opposite side of the A10 bridge.

Brandon Creek is located some 4.5miles north of Littleport and 8.5miles south of Downham Market.

### General Remarks & Stipulations

The sale will be subject to an annual service charge of £50 to cover the maintenance and upkeep of the carpark.

The land will be subject to a restriction which forbids the hire of pleasure craft. See legal information pack for further information.

Additional services and facilities are available nearby but subject to additional charges by negotiation with the seller and not included in this sale.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Dawn Tegardine at Fraser Dawbarns LLP solicitors, 29 London Road, Downham Market, PE38 9AS.

**VIEWING:** Attend the site at all reasonable times



Site Plan - note to scale



Location Plan - not to scale

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**VIEWING:** Attend the site at all reasonable times



Site Plan - note to scale



Location Plan - not to scale



# Anti-money laundering regulations

Applies to all New & Regular Clients.

Due to the anti-money laundering regulations and legislation which came into effect in June 2017.

**WE ARE LEGALLY REQUIRED TO VERIFY THE IDENTITY AND ADDRESS OF EVERYONE WHO OFFERS, BIDS OR BUYS AT AUCTION, REGARDLESS OF ANY CURRENT OR PAST RELATIONSHIP WITH CHEFFINS.**

**ANY PERSON INTENDING TO BID WILL BE REQUIRED TO PRODUCE ONE ITEM FROM BOTH LIST A AND LIST B BELOW, PRIOR TO THE AUCTION OR ANY PURCHASE.**

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive ID, you will be unable to bid.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract. We will also need to verify the ID for all persons with more than a 25% share of the company.

A list of suitable options is available below.

**YOU MUST PROVIDE ONE DOCUMENT FROM EACH LIST OF ACCEPTABLE ID:**

## List A - Proof of Name

- A valid passport
- Original UK birth certificate issued within 12 months of the date of birth in full form (including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)
- EEA member state identity card
- Current UK or EEA photocard driving licence
- Full old style driving licence (UK)
- Photographic registration cards for self-employed individuals in the construction industry (CIS4)
- National identity card bearing a photograph of the applicant
- Firearms or shotgun certificate
- Residence permit issued by the Home Office to EEA nationals on sight of own country passport
- Benefit book or original notification letter from Benefits Agency

## List B - Proof of Residence

- A utility bill dated within the last 3 months. This could be an energy bill, water bill or landline telephone bill
- A council tax bill for the current council tax year
- Electoral register entry OR NHS medical card or letter of confirmation from GP's practice of registration with the surgery
- Current UK driving licence (unless used as proof of identification)
- Bank, building society or credit union statement dated in last 3 months (transactions can be redacted)
- Original mortgage statement from a recognised lender dated within last year
- Solicitor's letter confirming recent property purchase (last 3 months) or land registry confirmation of address
- Council or housing association rent card or tenancy agreement for the current year
- HMRC self-assessment letters or tax demand dated within the current financial year

Within Cheffins, the preferred method of complying with Anti-Money Laundering Laws is by using e-verification. This is performed by inputting your personal data (as permitted by Article 6.1.c of GDPR) into a 3rd party e-verification service that automatically checks your details against a series of data bases ranging from the Electoral Roll to Credit Accounts. A match against 2 or more of these databases provides an "accept" result. If your result is referred, further manual checks will be required.

If you have any queries relating to the regulations, please contact Kelly Peacock on 01223 213777 or [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)

# Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

## GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS.

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- 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 appear in small capitals they have the specified meanings.

### ACTUAL COMPLETION DATE

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

### ADDENDUM

An amendment or addition to the CONDITIONS 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 is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

### ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

### ARREARS Schedule

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

### AUCTION

The AUCTION advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The AUCTIONEERS at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### Catalogue

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

### COMPLETION

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

### Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

### CONTRACT

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

### CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- b) if CONTRACTS are exchanged, the date of exchange. If exchange is not affected 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 (apart from FINANCIAL CHARGES).

### EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

### Financial Charge

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

### General Conditions

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

### LOT

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

### Old ARREARS

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

### PARTICULARS

The section of the CATALOGUE 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, a person undertaking a similar role).

### PRICE

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

### Ready To Complete

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

### SALE CONDITIONS

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

### SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

### SELLER

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

### SPECIAL CONDITIONS

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

### TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

### TENANCY SCHEDULE

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

### TRANSFER

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT OPTION

An option to tax.

### WE (and US and OUR)

The AUCTIONEERS.

### YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.



# Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

- A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
- A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

### A2 OUR role

- Words in small capitals have the special meanings defined in the Glossary.
- The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION
- (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 or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

### A3 Bidding and reserve PRICES

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

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

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

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

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

A4 The PARTICULARS and other information

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

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

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

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

### A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

Conditions in their entirety.

A2.1 As agents for each SELLER we have authority to

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) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);

(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;

(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and

(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

A5.6 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 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 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.

A5.9 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 £.....(or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

## GENERAL CONDITIONS OF SALE

### G1 The LOT

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

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

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

G1.4 The LOT is also sold subject to such of the following

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and

(b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of

(a) the DOCUMENTS, whether or not the BUYER has read them; and

(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER, but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

### G2 Deposit

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

(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and

(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

### G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or

(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER

(a) must produce to the BUYER on request all relevant insurance details;

(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;

(c) gives no warranty as to the adequacy of the insurance;

(d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;

(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

# Common Auction Conditions

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## G4 Title and identity

- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
  - If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
  - If title is in the course of registration, title is to consist of:
    - certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
    - evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
  - The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
- the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
  - the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS, as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- matters registered or capable of registration as local land charges;
  - matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - notices, orders, demands, proposals and requirements of any competent authority;
  - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - rights, easements, quasi-easements, and wayleaves;
  - outgoings and other liabilities;
  - any interest which overrides, under the Land Registration Act 2002;
  - matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
  - anything the SELLER does not and could not reasonably know about.

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended but are not compulsory and may be changed by the SELLER of a LOT.

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 Money Laundering Regulations and Land Registry Rules.

## G5 TRANSFER

- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
  - the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
  - the form of new lease is that described by the SPECIAL CONDITIONS; and
  - the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

## G6 COMPLETION

- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
  - the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

## G7 Notice to complete

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

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

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

- terminate the CONTRACT;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the LOT; and
- claim damages from the BUYER.

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

- terminate the CONTRACT; and
- recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

## G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

- the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
- the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

## G9 Landlord's licence

- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
  - enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- provide references and other relevant information; and
  - comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

## G10 Interest and apportionments

- G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- the BUYER is liable to pay interest; and
  - the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.



# Common Auction Conditions

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- 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 (or 366 in a leap 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.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
- G11. ARREARS**
- Part 1 – Current rent
- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – BUYER to pay 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 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- G13.4 Otherwise the SELLER must on COMPLETION pay and assign 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 agreements from the ACTUAL COMPLETION DATE.
- G18 Landlord and Tenant Act 1987
- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 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.

# Common Auction Conditions

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- 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:
- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
  - (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
  - (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23 Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:
- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 TENANCY renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:
- (a) with the 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 the Land Registry as proprietor of the LOT;
  - (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
  - (c) provide the SELLER with an official copy of the register relating to such lease showing 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 the Land Registry relating to the application.
- G28 Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29 CONTRACTS (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.
- G30 EXTRA GENERAL CONDITIONS**
- G31.1 The Important Buyers Information contained at the front of this catalogue forms part of these Extra General Condition.



# Telephone, Proxy & Online Bidding Registration Form

**CHEFFINS**

I WISH TO BID BY  TELEPHONE  PROXY  ONLINE

I hereby instruct Cheffins Auctioneers to bid on my behalf in accordance with the attached Terms and Conditions and I acknowledge that should the bid be successful then that bid and offer will be binding upon me.

I confirm that Cheffins may take my proxy bid when the relevant property is being offered at the auction and I acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainties.

I confirm that I have viewed the Auction Legal Documents and am satisfied on all matters contained therein.

Lot No:

Lot Address:

Maximum Proxy Bid: £

(in words)

(For telephone and online bidding the maximum bid may be left blank)

We must receive a bidders security deposit 48 hours prior to the auction, this being 10% of the guide price (subject to a minimum of £3,000) if paying by bank transfer, or a £7,500 hold on debit card if using Opayo online registration system.

If paying the deposit by transfer please transfer the bidder security amount to Cheffins Clients Account, 20-17-68, 03914062, using the Lot Number and your Surname as reference.

If you are successful and the 10% deposit of the winning bid is more than the security held, the additional amount is required within 24hrs of the auction, in addition to the buyers contract fee (See terms and conditions)

**Please return to:** Kelly Peacock, Cheffins, Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA  
**to arrive before 5pm two working days prior to the auction.**  
**(please telephone 01223 213777 to confirm receipt)**

By signing this form, you are agreeing to the full terms and conditions.

## PROPOSED PURCHASER

Contract Name(s):

Company Name:

Company Registration Number:

Address:

Postcode:

Email:

Telephone No:

Telephone No:

## SOLICITORS DETAILS

Contact Name:

Company:

Address:

Postcode:

Signed by the proposed purchaser:

Dated:

## CHECKLIST: I HAVE INCLUDED THE FOLLOWING

- Signed & dated Telephone, Proxy and Online Bidding Registration Form or online registration.
- Deposit has been paid across by bank transfer on online via Opayo
- Documentation to confirm your name and residential address (please see Anti-Money Laundering Regulations at the front of the catalogue)

These standard terms and conditions for telephone, internet and proxy bidding ("Proxy Terms") together with the common auction terms and conditions ("Common Auction Terms") and the special conditions of sale that apply to the particular auction ("Special Conditions of Sale") apply to prospective bidders who wish to bid by telephone, internet or by proxy. By completing the bidding form, the bidder acknowledges that they have read all of these terms and agree to be bound by them.

References in these Proxy Terms to "Cheffins", "we" or "us" mean Cheffins, a firm of chartered surveyors regulated by the Royal Institution of Chartered Surveyors (RICS) (VAT number 213235411) having offices at Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA. References to "bidder", "you" and "your" means the person or entity registering to bid or bidding in an auction via proxy bidding.

You should note that all our auctions include the opportunity for bidders to attend at the sale and therefore they are public auctions within the meaning of the Consumer Rights Act 2015 ("the CRA") and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations"). As such these Proxy Terms are excluded from the CRA and any cancellation rights set out in the Regulations. Business bidders do not have a right to cancel.

## Registration

All bidders must either:

- 1 Complete the attached bidding form ("Bidding Form") stating their preferred method of bidding.
- 2 Read and accept Cheffins' privacy policy, which is available on its website [www.cheffins.co.uk](http://www.cheffins.co.uk).
- 4 Instruct their bank to transfer the bidder security deposit to our bankers (as detailed in the Important Buyers Information available at <http://www.cheffins.co.uk/property-auctions>) using the "Clearing House Automated Payment System"; or
- 5 Supply a banker's draft, solicitors' client account cheque, or personal cheque, which must be drawn on a UK clearing bank account of the bidder and made payable to Cheffins, and be for the greater of:
  - (i) 10% of the guide price for the Lot or;
  - (ii) £3,000.
- 6 Provide copies of documents to satisfy the Money Laundering Regulations 2017.

OR

Internet bidders must complete the following registration process via <https://www.cheffins.co.uk/property-auctions/how-to-bid.htm> at least 48 hours before the auction commences.

- 1 Complete the registration bidding form ("Bidding Form") stating their preferred method of bidding,
- 2 Read and accept Cheffins' privacy policy, which is available on its website [www.cheffins.co.uk](http://www.cheffins.co.uk).
- 4 Make a bidder security payment via Opayo for £7,500 for each lot to be bid on (which will put a hold on your debit card via the secure online payment system).
- 5 Provide copies of documents to satisfy the Money Laundering Regulations 2017.

If registering by post, the Documents must be sent or delivered to **PROPERTY AUCTIONS, CHEFFINS, CLIFTON HOUSE, 1-2 CLIFTON ROAD, CAMBRIDGE, CB1 7EA** and must arrive before 5 pm two working days prior to the date of the auction. All Documents must satisfy the conditions of the relevant anti-money laundering regulations in force from time to time. It is the bidder's responsibility to check that these documents have been received by Cheffins which may be done by telephoning the office on **01223 213777**. Please note that standard calling rates shall apply if calling from a landline and higher costs may apply if calling from a mobile phone.

Once you have registered, you will be eligible to participate in the auction using your preferred method.

Please note that Cheffins reserves the right to reject a bid registration for any reason and at any time prior to, during or after an auction.

## General Bidding Procedure

Once registration is complete, the bidder agrees that it appoints Cheffins as agent and authorises Cheffins to bid for the relevant Lot on behalf of the prospective bidder in the manner as the auctioneer thinks fit in his absolute discretion.

The bidder shall be deemed to have read the 'Important Buyers' Information' which is available at <http://www.cheffins.co.uk/property-auctions>; the particulars of the relevant Lot in the auction catalogue; the Common Auction Conditions and Special Conditions of Sale and any addendum to any of these.

The bidder shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspection in respect of any relevant Lot and have knowledge of any announcements to be made from the rostrum of any amendment or addendum relating to the relevant Lot.

Cheffins reserve the right not to bid on behalf of bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and gives no warranty or agreement that any bid will be made on behalf of the bidder.

The deposit shall be paid to the relevant payee either by a cheque or banker's draft or by a Clearing House Automated Payment System transfer in each case drawn on an account of the bidder at a UK clearing bank. The auctioneers may re-offer the Lot for auction if the deposit is not paid or transferred in the prescribed manner.

All bids must be made in pounds sterling (£).

## Telephone and Proxy Bidding

When the Lot comes up for auction, Cheffins will attempt to telephone the bidder using the telephone numbers provided by the bidder on the telephone bidding form.

If a successful telephone connection is made between the bidder and Cheffins the bidder may then compete in the bidding. Cheffins will relay the bidder's bid to the auctioneer on the behalf of the bidder.

If a successful telephone connection is not made between the bidder and Cheffins before or during the sale of the relevant Lot, or if a successful telephone connection is made but is subsequently cut or interrupted Cheffins will not bid on behalf of the bidder.



## Internet Bidding

The internet bidding platform is hosted by Essential Information Group Limited ("EIG").

Access to and use of internet bidding depends upon (amongst other things) the availability of the internet and speed and quality of connections.

During an auction, the bidder may bid for a Lot by clicking the "Bid" button on the Lot page.

The current confirmed and accepted bid will be displayed on the bidder's screen during the auction. If you discover that you have made an error in your bid, you must act quickly to cancel or amend your bid. In the event of a tie between an online bid and an identical bid placed by other methods, the auctioneer shall have discretion to decide which bid is accepted.

Cheffins will not accept any internet bids received, for whatever reason, once the Lot has been knocked down.

Cheffins reserves the right to suspend or terminate any aspect or feature of the online bidding platform at any time with or without notice. Cheffins may suspend access to the online bidding platform to carry out scheduled or unscheduled maintenance.

## Successful Bids

If you are successful in your bid, Cheffins will notify you by calling the telephone number provided on the registration form within 24 hours of the end of the auction.

On a successful bid the auctioneer will sign the Sale Memorandum on behalf of the buyer and seller (a binding contract between the bidder and the seller is formed on the fall of the hammer). This contract will be sent to you in an electronic format by Cheffins and will be in English.

In the event that any Lot is knocked down to the bidder, details of the amount of the deposit monies will be inserted in the Sale Memorandum. Where any monies presented by a bidder in payment of the deposit exceeds the required 10%, any excess will not be returned and will form an increased deposit and will be held in accordance with the Common Auction Conditions or any variation of them contained in the Special Conditions.

Where the bidder security payment held is less than 10% of the final sale price, the additional amount is to be transferred to Cheffins within 24 hours of the auction.

The bidder agrees to pay for any Lot that is subject to a successful bid in accordance with the Common Auction Conditions.

The buyer agrees to pay the buyers administration fee of £600 inc VAT for purchases upto £150,000, or £900 inc VAT for purchasers of £150,000 or over.

## Limitation on liability

**For all bidders, Cheffins accepts no liability for:**

- any failure or delay in executing bids or any errors contained in bids placed by telephone, over the internet or by proxy;
- any failure in availability of the online bidding platform or website due to connectivity issues outside of our control; or
- any loss or damage that is not foreseeable.

**Nothing in these terms shall limit or exclude our liability for:**

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**If you are bidding as a business rather than a consumer:**

- all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded;
- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £5,000,000.

## General provisions

Content displayed on our website may contain inaccuracies and typographical errors and Cheffins does not warrant the accuracy or completeness of the content or that any defects will be corrected.

We handle data in accordance with applicable laws. For more information, please see our privacy policy which is available at [www.cheffins.co.uk/privacy-policy](http://www.cheffins.co.uk/privacy-policy).

From time to time, Cheffins may make changes to its terms and conditions. Any changes will be posted on the website at [www.cheffins.co.uk](http://www.cheffins.co.uk).

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the bidder having to go to court. If the bidder is not happy with how we have handled any complaint, the bidder may want to contact the alternative dispute resolution provider we use. The bidder can submit a complaint to The Property Ombudsman via their website at [www.tpos.co.uk](http://www.tpos.co.uk). The Property Ombudsman will not charge for making a complaint and if the bidder is not satisfied with the outcome it can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

These terms are governed by English law and the bidder can bring legal proceedings in respect of the products in the exclusive jurisdiction of the English courts.

## Complaints handling

Our complaints handling procedure is available at [www.cheffins.co.uk/complaints-procedure](http://www.cheffins.co.uk/complaints-procedure). If you wish to contact us with any questions or complaints, you may do so using one of the methods set out in our complaints handling procedure.

**CHEFFINS**

Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA T 01223 213777

[cheffins.co.uk](http://cheffins.co.uk)

Cambridge | Saffron Walden | Newmarket | Ely | Haverhill | Sutton | London