

**CHEFFINS**



# Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 14th June 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 14th June 2023, 2.00pm

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

## ORDER OF SALE (unless sold prior or withdrawn)

- LOT 01** 3.91 acres of land between Close Drove, Histon Road, Cottenham, Cambridgeshire

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- LOT 02** 1.01 acres of land, Cock Hill, Kedington, Suffolk

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- LOT 03** Land at Church Lane, Sutton, Ely, Cambridgeshire

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- LOT 04** Land off Long Causeway, Wentworth, Ely, Cambridgeshire

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- LOT 05** Stables and paddock land off Broad Lane, Cottenham, Cambridgeshire

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- LOT 06** Land off, Schole Road, Willingham, Cambridge, Cambridgeshire

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- LOT 07** Land off Twenty pence Road, Cottenham, Cambridgeshire

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- LOT 08** 7.02 acres of land on the North Side of, Meadow Road, Great Gransden, Sandy, Bedfordshire

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- LOT 09** Land off West Road, Over, Cambridgeshire

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- LOT 10** Building Plot adjoining 70, St Johns Avenue, Newmarket, Suffolk

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- LOT 11** Mepal Union Chapel, School Lane, Mepal, Cambridgeshire

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- LOT 12** 21 Brook View, Hitchin, Hertfordshire

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- LOT 13** Highway Cottage, 65 Chishill Road, Heydon, Royston, Hertfordshire

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- LOT 14** 43-47 High Street, Newmarket, Suffolk

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- LOT 15** Garage No. 16 Hooper Street, Cambridge, Cambridgeshire

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- LOT 16** Mooring 1 North Bank, River Little Ouse, Brandon Creek, Littleport, Cambridgeshire

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- LOT 17** Mooring 2 North Bank, River Little Ouse, Brandon Creek, Littleport, Cambridgeshire

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## ENTRIES ARE NOW BEING INVITED FOR OUR NEXT AUCTION

Wednesday 27th September 2023 (catalogue closes 25th August 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 this 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 up to £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)

LOT

1

# 3.91 acres of land between Close Drove Histon Road, Cottenham, Cambridgeshire CB24 8UF

Guide Price\*  
**£20,000+**

- 3.91 acres of land
- South side of popular Cambridgeshire village
- Freehold with vacant possession

## Description

An increasingly rare opportunity to purchase 3.91 acres of land off Histon Road, just to the south of the popular Cambridgeshire village of Cottenham.

The land is comprised of a flat regular shaped area of permanent pasture within in which is a central Spinney of trees with former man made pond.

Along the southern boundary is a dense area of unmanaged woodland featuring a number of self set trees.

The land is surrounded on 3 sides by open farmland, with the boundaries marked by some post and barbed wire stock fencing, which is in need of some repair/replacement.

## 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.

All sporting, mineral and timbers rights are included in the sale insofar as they are owned. Please refer to the Auction Legal Pack for details.

The property is accessed via a drove and shared unmade access way - see legal pack for details.

## Location

The land lies to the south of the village off Histon Road, heading south of the village turn left on to Between Close Drove which is an unmade drove, continue toward the end of Between Close Drove where upon an unmade track can be found on the left hand side. Continue along the track past an open paddock, an enclosed area of woodland, and then the subject parcel opens out in front of you. The north west corner of the land has the What3words location of: ///excuse.scope.political.

The village of Cottenham offers a wide range of local shops, facilities and services and is just 5 miles north of Cambridge city centre.



Site Plan - not to scale

**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 ay HCR Law, 50-60 Station Road, Cambridge, CB1 2JH

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

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

LOT  
2

1.01 acres of land, Cock Hill,  
Kedington, Suffolk CB9 7QW

Guide Price\*  
**£25,000+**

- 1.01 acres of grazing land
- Elevated rural location to the south east side of the village
- Timber field shelter
- Freehold with vacant possession

### Description

An opportunity to purchase a single parcel of grazing land extending to approximately 1.01 acres, located to the south east side of the popular village of Kedington.

The land is entirely laid to grass and neighboured by other grazing parcels.

The land is fenced with a mixture of timber post and rail and timber wire fencing.

There is a timber field shelter located against the northern boundary of the land (not visible from the road). The open-fronted shelter measures 2.98m x 4.89m, with a corrugated tin roof.

The paddock lies in an elevated position and is raised towards the middle, which promotes natural drainage of the land. No mains services are connected.

The land benefits from a right of way over the shared entrance to the land from Cock Hill (see legal pack for details).

### 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. All sporting, mineral and timbers rights are included in the sale insofar as they are owned.

Access is via a shared area from Cock Hill. Please refer to the Auction Legal Pack for details.

### Location

From the centre of the village head south east on Rectory Road, where upon Cock Hill can be found on the left hand side as you leave the village. Continue along Cock Hill for approximately 150m where the entrance for the land can be found on the left hand side. The entrance is shared with neighbouring land parcels. The land being sold is the left hand side parcel of the 3, with a retained grass access/grazing to its left hand side.

What3Words: ///culminate.graphic.smudges

**TENURE:** Freehold with vacant possession

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

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



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

- 2.20 acres of amenity land
- Central Village location
- Freehold with vacant possession

### Description

An unusual opportunity to acquire a parcel of land in the centre of this popular village currently offering amenity use but may be suitable for other uses or offer development opportunities subject to obtaining any necessary planning consents.

The land has good road frontage to Church Lane and Ely Road and is partially enclosed with a timber post and rail fence which is backed with mixed semi-mature deciduous trees. The central area is overgrown and may offer potential to reclaim and form a grass paddock.

### 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 land is situated on the east side of Church Lane, immediately south of Ely Road and north of Sutton Park, in the centre of the popular village of Sutton.

Sutton is situated approximately 6.5 miles west of Ely and 18 miles north of Cambridge. The village is served with a range of amenities and facilities commensurate with a village of its size.

What3words: ///housework.marine.rivers

### General Remarks & Stipulations

The land is to be sold subject to a development overage clause reserving 30% of any increase in value attributable to the grant of planning permission, change of use or similar consent for a period of 25 years from the date of completion. Please refer to the legal information pack for further details.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Kirsten Tinline at Ashtons Legal, The Long Barn, Fornham Business Centre, Bury St. Edmunds, IP31 1SL

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



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



- 9.70 acres of grassland
- Suitable for agricultural/amenity use/equine
- Freehold with vacant possession

### Description

An opportunity to purchase a parcel of grassland extending to 3.93 hectares (9.70 acres) situated in a rural location near the village of Witchford. The land comprises a single level parcel of grassland bordered by mature hedgerows and partially fenced and is accessed via a gateway from Long Causeway at the southeastern corner. The land is classified as Grade 3 on the Agricultural Land Classification Map and the Soil Survey of England & Wales classifies the soils as being mainly of the Evesham 3 soil association; a calcareous clay soil, suitable for winter cereals and some other arable crops.

The land does not benefit from a water connection.

### 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 off Long Causeway, approximately 0.3 miles off the A142, being 0.6 miles north of the village of Wentworth and 2 miles west-north west of the village of Witchford. Witchford is situated some 3 miles west of the centre of the City of Ely, Cambridgeshire.

Grid Reference: TL4803 7944

What3words: ///performs.refills.tells

### Auctioneers Note

The outgoing tenant will retain the right of holdover until 10th October 2023.

### Basic Payments Scheme

The land is registered on the Rural Land Register with the Rural Payments Agency. Entitlements to claim the Basic Payment Scheme are not included in the sale. The land forms part of the outgoing Tenant's 2023 Basic Payment Scheme application and the Tenant will retain the benefit of any payments made thereon in the 2023 scheme year.

**Drainage Rates** The land is subject to the Environment Agency General Drainage Charge.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Hollie Watkins of Banner Jones Solicitors, Corner House Union Street, Mansfield, NG18 1RP

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



Site Plan - not to scale



Location Map - not to scale

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

LOT  
**5**

Stables and paddock land off Broad Lane, Cottenham, Cambridgeshire  
CB24 8SW

Guide Price\*

**£75,000-£85,000**

- 3 acres of paddock land and stables including; 4 boxes, hay and tack storage
- Edge of village location
- Fenced paddock and separate field shelter
- Attractive amenity wildlife area, with pond

### Description

An excellent opportunity to acquire a stable block and 1.2141 hectares (3 acres) of land on the edge of the village of Cottenham. The property benefits from equestrian use and includes a timber framed stable block with 4 boxes, tack and hay storage. The paddock has been divided into several enclosures and includes a timber field shelter. Beyond the paddock is a pond, providing an attractive amenity and wildlife area. There is a 40m x 20m ménage to the south of the stable block which has become overgrown.

The land is classified as Grade 3 on the Agricultural Land Classification Map. The boundaries of the land are formed with a combination of ditches, post and rail fencing and established hedgerows.

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

The land is accessed off Broad Lane, along a track in third party ownership. There is a gated entrance and rough surfaced access track leading to the stables and paddock. The third party track is unregistered however see legal pack regarding access rights.

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.

### Services

The land is connected to water and we understand that whilst there is currently no electricity connected, ducting has been laid up to the southern boundary and a mains supply could be pulled through.

### Location

The land is situated on the north side of Broad Lane Road, to the north west of the village of Cottenham. Cottenham is situated some 11 miles south west of the centre of the City of Ely, Cambridgeshire and 4 miles north of the University City of Cambridge.  
Grid Reference: TL 4468 7271

What3words: ///accompany.villa.rates

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Kate Spendiff at Thomson Webb & Corfield, 16 Union Road, Cambridge, CB2 1HE

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



Location Plan - not to scale

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

LOT  
6

# Land off Schole Road, Willingham, Cambridge, Cambridgeshire CB24 5AB

Guide Price\*  
**£95,000+**

- 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

LOT  
7

# Land off Twenty pence Road, Cottenham, Cambridgeshire CB24 8PP

Guide Price\*

£100,000+

- 6.38 acres (2.58ha) Grassland
- 180m of river frontage
- Freehold with vacant possession

## Description

An opportunity to acquire a parcel of grassland extending to 6.38 acres (2.58ha) situated off Twentypence Road between the villages of Cottenham and Wilburton.

The land is Grade 3 on DEFRA's Agricultural Land Classification Map and is identified by the Soil Survey for England and Wales as belonging to the Clayhithe Soil Series of which the soils are described as a humose or peaty loam soil type.

The land is permanent pasture and is partially fenced with a timber post and wire fence. In recent years it has been used for grazing livestock and mown for hay.

The land has good road frontage with access directly off the B1049 Twentypence Road. Included within the sale are circa 180 metres of river frontage along the south bank of the river Great Ouse.

The land could offer potential for some leisure uses subject to obtaining the necessary consents, alternatively there is scope to enhance the amenity value of the land.

## Location

The land is situated approximately 3 miles north-east of the village of Cottenham on the B1049 immediately to the south-west of Twentypence Bridge. The entrance to the land is demarked by a 'for sale' board.

## General Remarks & Stipulations

Overhead electricity wires on poles cross the property. The land is sold subject to any wayleaves, covenants and rights of way that may exist. All sporting, timber and mineral rights and included in the sale in so far as they are owned. Please refer to the auction legal pack for further details.

## Drainage Rates

The land is subject to drainage rates payable to the Old West Internal Drainage Board.



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.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Francesca Moroz of Thomson Webb & Corfield, 16 Union Road, Cambridge, CB2 1HE

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

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

LOT  
8

7.02 acres of land on the North Side of  
Meadow Road, Great Gransden,  
Sandy, Bedfordshire SG19 3BB

Guide Price\*

£100,000-£120,000

- 7.02 acres of agricultural land
- Good location on the edge of the desirable village of Great Gransden
- May suit variety of uses STP
- Freehold with vacant possession

### Description

A rare opportunity to purchase a generous single parcel of agricultural land extending to approximately 7.02 acres, located on the western side of the popular village of Great Gransden.

The L-shaped parcel is generally level, but with a slight fall towards the front, which promotes natural drainage, and with the perimeter boundaries marked by mature hedges.

The land is currently overgrown with self-seeded trees and saplings and would therefore benefit from clearance, depending on the desired use of a buyer.

The land does not benefit from electricity or water connection.

### 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.

All sporting, mineral and timbers rights are included in the sale insofar as they are owned. Please refer to the Auction Legal Pack for details.

### Location

The land is situated on the western side of the popular village of Great Gransden approximately 11 miles west of Cambridge. Heading west from Cambridge along the A428, turn left on to the B1040 shortly after the village of Eltisley. Head south on the B1040 for approximately 1.5 miles before turning left on to the B1046 towards Great Gransden. After less than half a mile, the land can be found on the left hand side between No.86 and Ashfield (neither of which are connected to the sale of the land) marked by a Cheffins For Sale board

What3Words: ///imply.tolerates.thinks

**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 of HCR Law, 50-60 Station Road, Cambridge, CB1 2JH

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



Image taken from Title Plan CB181493

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

- 18.70 Acres of arable land in a single parcel
- Freehold subject to tenancy

### Description

An opportunity to acquire a regular shaped parcel of arable land extending to 7.57 hectares (18.70 acres) situated to the south of West Road, Over. 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 Evesham 3 soil association; a calcareous clay soil, suitable for winter cereals and some other arable crops. There are no boundary features to the north and east of the property and is bordered to the south by the Swavesey Drain and a ditch to the west. The land is cropped with Winter Wheat.

### 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 to the south of the village of Over, bordering the Swavesey Drain. Over is situated approximately 13 miles north of the city of Cambridge and 15 miles east of the town of Huntingdon.

Grid Reference: TL 3717 6948.

What3words: ///spending.wiser.impresses

### Access:

The land is accessed from West Road with a right of way over the adjoining field to the north as shown coloured in brown on the plan and detailed in the Auction Legal Pack. Please note the Tenant of the land occupies the adjoining field and has ploughed in the track providing access to the field and this will need to be reinstated as required.

### Tenancies

The land is subject to a year-to-year Farm Business Tenancy. Please see Legal Pack for copy agreement.

### Basic Payments Scheme

The land is registered on the Rural Land Register with the Rural Payments Agency. Entitlements to claim the Basic Payment Scheme are not included in the sale. The land forms part of the Tenant's 2023 Basic Payment Scheme application and the Tenant will retain the benefit of any payments made thereon in the 2023 scheme year.

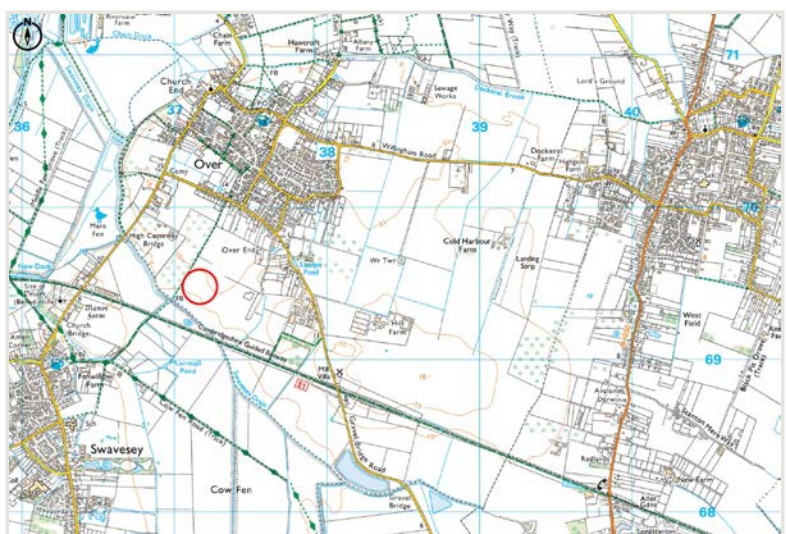
**TENURE:** Freehold subject to Tenancy.

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Michael Blank at Buckles Solicitors, Grant House, 101 Bourges Boulevard, Peterborough, PE1 1NG

**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

# 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 this 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 up to £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.

LOT  
**10**

Building Plot adjoining 70, St Johns  
Avenue, Newmarket, Suffolk CB8 8DE

Guide Price\*  
**£20,000+\***

- Detailed planning permission for a 2 bedroom detached bungalow
- Located in an established residential area
- Freehold

### Description

A single building plot with detailed planning permission for a 2 bedroom single storey detached dwelling, situated in a sought after residential area on the south side of the town. Planning permission was granted on 5th July 2022 by East Cambridgeshire District Council.

The approved scheme provides for a dwelling with the following accommodation:

Entrance Hall; Living Room; Kitchen; 2 Bedrooms; Bathroom.

Outside: There is parking for 2 cars and a small garden to the south of the site.

**Services:** Mains water, electricity and drainage are located within close proximity. It is understood that electric power cables currently run underground below the site. Prospective purchasers are however advised to contact the respective statutory authorities to confirm the position, capacity and adequacy of such services.

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

Please refer to the Auction Legal Pack for details of a restrictive covenant.

### Location

Newmarket is a thriving market town with excellent shopping facilities, numerous schools, recreational centres and easy access to the A14 trunk road. Newmarket station has direct links between Cambridge and Bury St Edmunds.

### Planning

The planning consent was granted by East Cambridgeshire District Council on 5th July 2022 for the construction of a detached single storey dwelling. East Cambridgeshire District Council planning reference 22/00585/FUL.

### Auctioneers Note

It is understood that electric power cables currently run underground below the site. These cables will be required to be moved to allow the development to commence and prospective buyers are advised to contact UK Power Networks to obtain a quote for this work.

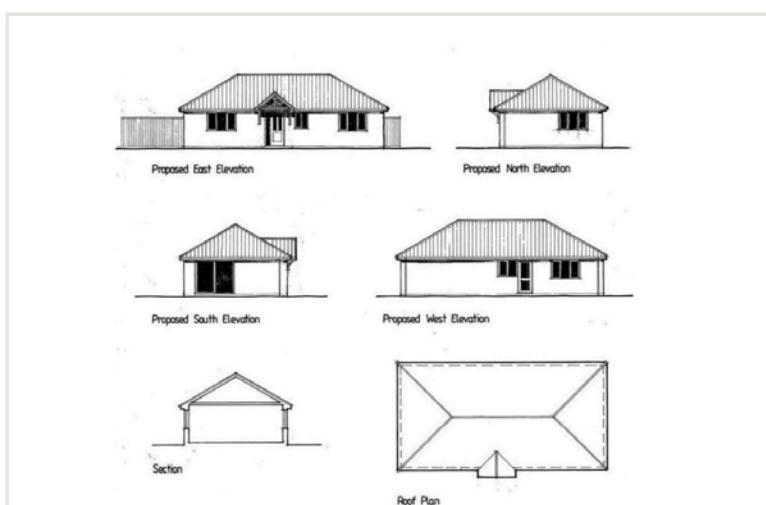
**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Ian Hylton of Ashton Legal, The Long Barn, Fornham Business Court, Bury St Edmunds, Suffolk, IP31 1SL

**VIEWING:** Cheffins Newmarket 01638 663228



Proposed site plan



Proposed elevations

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



- Substantial former Union Chapel
- Central village location
- Potential for alternative uses STP
- Freehold with vacant possession

### Description

A rare opportunity to purchase a substantial former Union Chapel, located within the popular Cambridgeshire village of Mepal.

The substantial property is understood to date from the 1850's, with later additions in 1920's and 1950's. The building has brick walls beneath a slate covered roof and features the following accommodation:

Kitchen with a range of base and walls units and dual aspect windows; a pair of Cloakrooms each with wash hand basin and WC; School Room (6.44m x 11.08m) with wooden floor, a pair of substantial timber room dividers and triple aspect windows; Chapel (6.55m x 11.99m) with timber floor, triple aspect windows, vaulted ceiling (5.1m peak height) and part panelled walls; Entrance Lobby with timber doors to front.

The gross internal floor area of the property is approx 172m<sup>2</sup>.

The Chapel sits hard against its rear boundary, but has an area to the front left hand side of the building which provides parking for multiple cars. The total curtilage is approx 0.1079 acres.

### 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. See legal pack.

### Location

The Union Chapel is located in the heart of the village of Mepal, next to the village hall. Upon entering the village from the south, continue along Sutton Road through the centre of the village whereupon the road turns right on to School Lane; the Chapel can then be found on the right hand side. What3words: scorch,valid,corrupted.

The village of Mepal lies approximately to the west of Ely. The village has a range of local amenities including village hall and post office as well as recreation ground and primary school.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Danielle Herring at Ward Gethin Archer, Westwood House, 9 Park Street, Chatteris, Cambs,

**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.

- Semi-detached chalet-style house with generous plot
- In need of full refurbishment with potential for extension STP
- Popular location
- Freehold with vacant possession

### Description

A fantastic chance to acquire a semi-detached chalet-style property in a popular residential cul-de-sac setting, on the south side of Hitchin.

The property is of brick cavity construction beneath a pitched tiled roof and is in need of complete refurbishment but may also lend itself to extension STP; it offers a wonderful opportunity to occupier and investor buyers alike.

The internal accommodation can be summarised as follows:

**Ground Floor:** Entrance Hall; Bedroom; Cloakroom with WC; Bathroom with wash hand basin, bath; Kitchen with lino flooring, a range of old base and wall units with window and door to rear; Sitting Room with double glazed window and sliding doors to rear garden; Dining Room/Lobby with stairs to first floor.

**First Floor:** Small Landing gives access to; Bedroom with sloping ceilings and window to rear.  
The gross internal floor area of the property is approximately 68m<sup>2</sup>.

**Outside:** No.21 has a generous frontage which is mainly laid to lawn and has a single width driveway which provides parking for numerous cars, and gives access to a single garage to the rear left of the accommodation.

To the rear is a generous garden but this is completely overgrown with trees and shrubs and requires clearance.

The entirety of the property is in need of updating and refurbishment but presents buyers with an ideal opportunity to tailor the property to their needs and add value. Council Tax Band D, EPC Rating F.

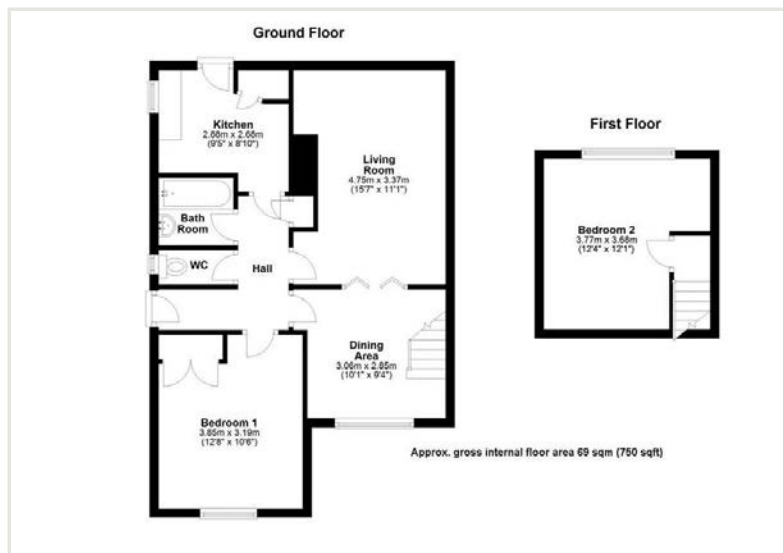
### Location

The town of Hitchin is on the London Kings Cross east coast rail line giving direct access to London's Kings Cross in under half an hour, with Cambridge just 33minutes to the north east via rail. The thriving town provides a wealth of amenities including local shops, bus routes and schools.

**TENURE:** Freehold with vacant possession

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

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



Floor Plan - not to scale



Image from Title Plan HD19605

LOT  
**13**

Highway Cottage, 65 Chishill Road,  
Heydon, Royston, Hertfordshire SG8  
8PN

Guide Price\*  
**£395,000+**

- Detached thatched property
- Desirable village location
- Ideal development opportunity
- Freehold with vacant possession

### Description

An opportunity to acquire a thatched rendered property with existing single storey extensions, occupying a wonderful position in the very desirable village of Heydon. The property requires full refurbishment and planning permission is being sought for a re-ordering and extension of the accommodation.

The planning scheme 23/01284/FUL (listed building consent 23/01278/LBC), seeks to remove the small existing side extensions and replace with a more substantial and stylish single storey garden extension with plain tile roof. The application provides the following accommodation:

**Ground Floor:** Entrance Hall; Living Room; Dining/Reception Room; Snug; Study/Guest Bedroom; Shower Room; Utility Room; Kitchen/Breakfast Room.

**First Floor:** Bedroom 1 with en-suite; Bedroom 2; Bedroom 3.

Internally, the proposed property measures 1,588 sq ft (plus an additional 155 sq ft below 1.5m high).

**Outside:** The property has a private access to the south of the building which leads to off road parking and a detached triple cart lodge. The gardens are predominantly to the east and west of the accommodation.

The property offers buyers a wonderful chance to create a desirable and stylish dwelling in a highly desirable location.

### Location

The village of Heydon lies approximately 4.5 miles to the north east of Royston and approximately 11 miles south west of Cambridge. The village has a pub and golf club and is a popular spot for walkers and cyclists alike.

Heading south on Chishill Road, go past the pub, and Highway Cottage is then on the left after approx 150 yds. What3words//goodness.onlookers.obscuring

### Planning

Planning permission has been sought for the change of use of the Grade II listed cottage back to a single dwelling and the replacement of modern rear extensions with a proposed rear single storey link and the erection of a carport building. The decision is expected on the 29th May 2023.

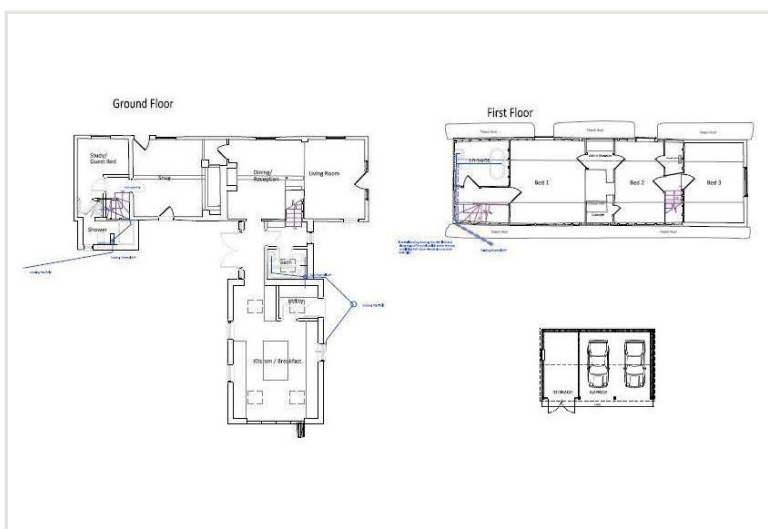
**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Foskett Marr Gadsby & Head 181 High Street, Epping, Essex, CM16 4BQ

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



Site plan - taken from planning reference: 23/01284/FUL



Proposed Floor Plan - not to scale

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

LOT  
**14**

**43-47 High Street, Newmarket, Suffolk  
CB8 8NA**

Guide Price\*  
**£350,000+**

- Prominent High Street investment property
- Vacant possession of 43-45 whilst 47 is subject to a commercial lease
- Freehold Grade II listed period property
- Potential for alternative uses and asset management STP

### Description

43-47 High Street provides an excellent chance to acquire a prominent investment property, in the heart of the thriving town of Newmarket, which may suit alternative uses and offer asset management potential STP.

The property is of brick construction under a pitched slate tiled roof and has many attractive period features. The front of the building is thought to have been built in the 19th century, whilst part of the rear storey wing is thought to be 17th century.

43-45 High Street comprises a ground floor retail unit with ancillary first floor storage and residential accommodation above that stretches over 43, 45, and 47.

There is a basement used for safe storage, along with a good-sized garden to the rear with a garage/store and off-road parking for two cars.

47 High Street features a self-contained retail unit at ground floor level, which is accessed from the High Street only, and is let to an established tenant.

43-45 High Street - 266 sqm (2872 sqft). Plus Garage and Basement - 82.32 sqm (886 sqft).

47 High Street - 45.42 sqm (489 sqft) including store.

### Location

Newmarket is located in East Anglia approximately 65 miles north of London and is in the administrative county of Suffolk. It is an internationally recognised town for its horse racing industry, around 14 miles east of Cambridge and 16 miles west of Bury St Edmunds with good road connections via the A14 and A11.

The property is located at the south-western end of the High Street close to a range of shops, banks, pubs, and restaurants.

### Tenancies

47 High Street is currently tenanted by Argent Salon Limited with a 10 year lease that commenced on 2nd October 2015 (expires 1st October 2025) with a current rent of £15,000 per annum, please see the legal pack for more information. 43, 45 High Street is vacant.

**TENURE:** Freehold

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Charlotte Burmby at Howes Percival, Terrington House, 13/15 Hills Road, Cambridge, CB2 1NL

**VIEWING:** Cheffins Commercial Department 01223 213666



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

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

LOT  
**15**

Garage No. 16 Hooper Street,  
Cambridge, Cambridgeshire CB1 2NZ

Guide Price\*

**£18,000-£20,000**

- Ideal parking /storage opportunity
- Single Garage
- Central city location
- Long leasehold with vacant possession

### Description

A rare opportunity to acquire a single garage en-block, in a prime position in the centre of Cambridge.

The garage (No.16) has a pitched timber roof which is under-felted and covered with concrete tiles, whilst the walls are concrete panel construction. There is a black UPVC gutter and downpipe, and benefits from a modern white up-and-over door to front that was fully replaced in 2021.

Inside there is a concrete floor with internal measurements of 2.45m min x 4.87m min, and a maximum ridge height of 3.33m.

The garage forms part of a purpose-built block of garages, with number 16 lying within the northern row of garages, fifth from the western end.

The garage was granted a 75 year lease dating from 1986, thereby with approximately 38 years currently remaining.

There is a small PV panel to front front roof slope, but this has not been used by the current owner and it is not known whether this still works. There is no other form of light or power connected.

### Location

The garage is located off Hooper Street, with the entrance to the garage complex found opposite The Petersfield, at the junction of Hooper Street and Sturton Street.

The garages are adjacent to the Ironworks development and would be an ideal acquisition for the wide range of properties in the residential streets around Hooper Street.

### Auctioneers Note

The lease contains a clause which prevents assignment to a person who already has one of the other Hooper Street garages.

**TENURE:** Long 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 Regent terrace, Gateshead, tyne & Wear, NE8 1LU

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



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

LOT  
**16**

# Mooring 1 North Bank, River Little Ouse, Brandon Creek, Downham Market, Cambridgeshire PE38 0PR

Guide Price\*  
**£35,000+**

- 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.

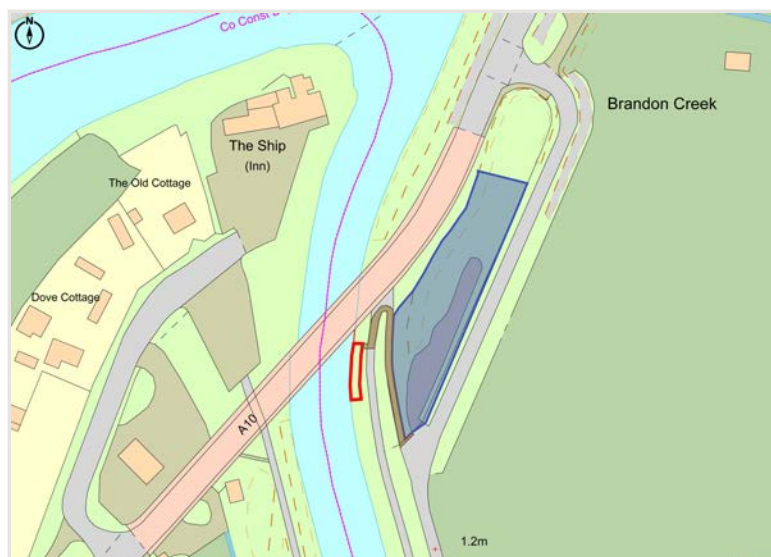
The land will be subject to a restriction which forbids the hire of pleasure craft. See legal information pack for further information.

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

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

LOT  
**17**

# Mooring 2 North Bank, River Little Ouse, Brandon Creek, Downham Market, Cambridgeshire PE38 0PR

Guide Price\*  
**£35,000+**

- 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.

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## Location

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

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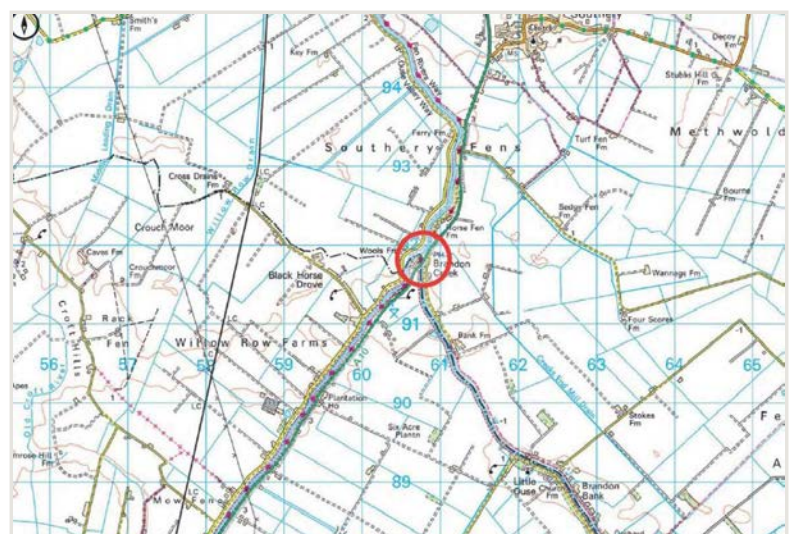
**TENURE:** Freehold with vacant possession

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



Site Plan - note to scale



Location Plan - not to scale

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

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### PROXY BID

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- 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 up to £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)

# 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 disappplied 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:

(a) 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.

(b) 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.

(c) If title is in the course of registration, title is to consist of:

- (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
- (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iii) 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.

(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and

(b) the covenant set out in section 4(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:

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

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

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER 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

(a) 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;

(b) the form of new lease is that described by the SPECIAL CONDITIONS; and

(c) 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

(a) direct TRANSFER from the BUYER's conveyancer to the SELLER's conveyancer; and

(b) 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:

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

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

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

## G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

## G9 Landlord's licence

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

- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
- (b) 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

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

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the 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 on the ACTUAL COMPLETION DATE unless:

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

# Common Auction Conditions

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- G10.4 Apportionments are to be calculated on the basis that:
- the SELLER receives income and is liable for outgoing for the whole of the day on which apportionment is to be made;
  - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (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
  - 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
- so state; or
  - give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
  - pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
  - on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
  - if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
  - not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender or forfeit any TENANCY under which ARREARS are due; and
  - 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:
- 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;
  - 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
  - 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:
- observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
  - give notice of assignment to the tenant; and
  - give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14 VAT**
- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
- G15 TRANSFER as a going concern**
- G15.1 Where the SPECIAL CONDITIONS so state:
- the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
  - has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
  - it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
  - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- of the BUYER'S VAT registration;
  - that the BUYER has made a VAT OPTION; and
  - that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
  - collect the rents payable under the TENANCIES and charge VAT on them.
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
  - the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- G16 Capital allowances**
- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17 Maintenance agreements**
- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such 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 I of the Landlord and Tenant Act 1987
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19 Sale by PRACTITIONER**
- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold
- in its condition at COMPLETION;
  - 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 Conditions.

# 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)

# Telephone, Proxy & Online Bidding Terms & Conditions

**CHEFFINS**

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.



# Telephone, Proxy & Online Bidding Terms & Conditions continued

**CHEFFINS**

## 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**

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