

CHEFFINS



Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 24th September 2025, 2.00pm

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



TELEPHONE



PROXY BID



IN PERSON

All bidding methods will require:

- You must register your preferred method of bidding with the auction team at least 48 hours before the auction starts. You can do visiting <https://www.cheffins.co.uk/property-auctions/how-to-bid.htm>, by emailing us at property.auctions@cheffins.co.uk 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:

£900 including VAT for purchases upto and including £100,000.

£1,500 including VAT for purchases of £101,000 to £300,000.

£2,100 including VAT for purchases of £301,000 and above.

If you are not the successful bidder this fee is not payable.

The Completion Date is the date specified in the Special Conditions, or if no date is specified, 20 business days after the contract date as per the Common Auction Conditions.

Auction of Residential & Commercial Properties, Development Opportunities & Land

Wednesday 24th September 2024, 2.00pm

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

ORDER OF SALE (unless sold prior or withdrawn)

LOT 01 Land lying to the south side of Houghton Hill Road, Houghton, Huntingdon

LOT 02 3.5 acres of Land off Third Drove, Little Downham, Ely, Cambridgeshire

LOT 03 17.43 acres of land at Witcham Hythe, Ely, Cambridgeshire

LOT 04 Lion Meadow and Lakes, Great Wratting, Suffolk

LOT 05 Garage 9, Hooper Street, Cambridge, Cambridgeshire

LOT 06 Land adjacent to 14 Church Street, Fordham, Ely, Cambridgeshire

LOT 07 30-32 High Street and 2-3 John Street, Royston, Hertfordshire

LOT 08 44/48 High Street, Newmarket, Suffolk

LOT 09 52 Winfold Road, Waterbeach, Cambridge

LOT 10 Orchard Way, 104 Station Road, Great Wilbraham, Cambridgeshire

LOT 11 63 Park Lane, Histon, Cambridgeshire

LOT 12 Great Common Farmhouse, Broadway, Bourn, Cambridgeshire

LOT 13 The Cottage, South Street, Great Chesterford, Saffron Walden, Essex

LOT 14 59 High Street, Chatteris, Cambridgeshire

LOT 15 61 High Street, Chatteris, Cambridgeshire

LOT 16 8 Black Horse Lane, Chatteris, Cambridgeshire

LOT 17 10 Black Horse Lane, Chatteris, Cambridgeshire

LOT 18 3 Sand Street, Soham, Cambridgeshire

LOT 19 12-16 High Street, Soham, CB7 5HD & 2 and 2A Brook Dam Lane, Soham, Cambridgeshire

ENTRIES ARE NOW BEING INVITED FOR OUR NEXT AUCTION

Wednesday 10th December 2025 (catalogue closes 7th November 2025)

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

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.

ALL INTENDING PURCHASERS WILL NEED TO COMPLY WITH THE 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 & In Room Bidding

Telephone, Proxy, Online & In Room bidding is available. Please see the 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 either 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 OR CREDIT CARDS AND PAYMENTS FROM OVERSEAS MAY REQUIRE FURTHER VERIFICATION PRIOR TO THE AUCTION.

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

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 £900 INCLUDING VAT FOR PURCHASES UPTO AND INCLUDING £100,000, £1,500 INCLUDING VAT FOR PURCHASES OF £101,000 TO £300,000, OR £2,100 FOR PURCHASES OF £300,001 OR OVER. A FULL VAT RECEIPT WILL BE ISSUED THE DAY FOLLOWING THE AUCTION OR EXCHANGE FOR PRE-AUCTION PURCHASERS. FOR UNSUCCESSFUL BIDDERS, THIS FEE IS NOT PAYABLE.

Anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the payer) Regulations 2017, we are 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.

A list of suitable options is available below.

- If you intend to bid by telephone, proxy bid, online or in the room, we will require this information 48 hours before the day of the auction. If we do not receive the required information, you will be unable to bid.
- If you plan to bid in the auction room, you must bring a form of ID with you on the day to show our team.
- 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 share holders and a letter of authority on company letterhead, signed by a company director prior to signing the contract.
- For all other entities, please contact us for more details on what we require.

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

List A – Photo ID

- Current, signed passport
- Current full UK/EU photo card driving licence
- Valid ID card
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

List B – Proof of Residence

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (paper copy)
- Recent bank/building society/ mortgage/ credit card statement issued in the last three months
- HMRC tax notification from the current tax year
- Council tax bill for current tax 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.

Please note that this is not a form of credit check.

If you have any queries relating to the new regulations, please contact the property auction administrator Kelly Peacock on 01223 213777 or kelly.peacock@cheffins.co.uk.

- 2.36 acres (0.96 ha) of amenity/grassland
- Potential for alternative uses (Subject to planning)
- Adjacent to the development framework of Houghton
- Freehold with vacant possession

Description

An excellent opportunity to acquire approximately 2.36 acres (0.96 hectares) of grassland, on the edge of the village of Houghton, Cambridgeshire. The land benefits from an open fronted timber pole barn with corrugated sheeting and an earth floor. There is a further field shelter, small pond and a number of established fruit trees on the land. Back Brook runs along the entirety of the southern boundary, although outside of the Registered Title.

The land benefits from two secure gated vehicular access points from Houghton Hill Road. The land is flat in nature and narrows to a pinch point on the western boundary. According to Natural England's Land Classification Maps, the land is designated as Grade 3 agricultural land and located within Flood Zone 3.

The land has been used to graze livestock and cut annually for hay.

Wayleaves, Easements, Covenants and Rights of Way

There is a public footpath naturally dividing the land into two parcels. The land is to be sold subject to any wayleaves, covenants and rights of way that may exist. All sporting, timber and mineral rights are included in the sale insofar as they are owned for the benefit of the owner. Please refer to the Auction Legal Pack for further details.

Services

No services are connected to the land.

Location

The land is located on the edge of the village of Houghton, Cambridgeshire. Houghton is around 2 miles west of St Ives, 3 miles east of Huntingdon, and 17 miles north west of the University City of Cambridge.

What3Words - ///blotches.shelving.lighter

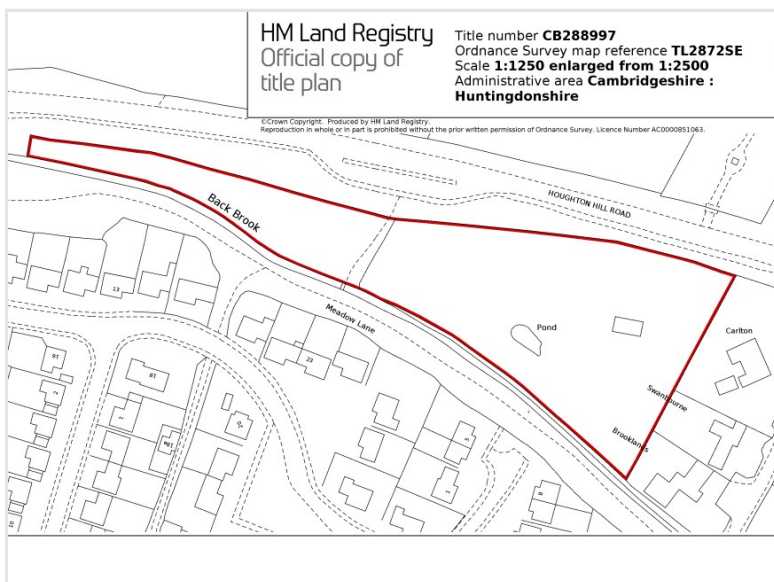
Auctioneers Note

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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Lauren Hill at Fowler de Pledge Solicitors, 23 Greenside, Waterbeach, Cambridge, CB25 9HW

VIEWING: Cheffins Property Auction Dept 01223 213777.



- 3.50 Acres of arable land in a single parcel
- Suitable for agricultural use
- Freehold with vacant possession

Description

An opportunity to acquire a parcel of arable land extending to 1.42 hectares (3.50 acres) situated close to the villages of Little Downham and Littleport.

The parcel is accessed via Third Drove, which is a public highway leading into an unmade public byway. The land is flat and bordered by ditches and an IDB drain.

The land is classified as Grade 1 on the Agricultural Land Classification Map and the Soil Survey of England & Wales classifies the soils as being mainly of the Downholland Soil Association of which the soils are described as being deep stoneless humose clayey soils, calcareous in places. Some peat soils and deep humose calcareous silty soils.

The land is situated within the Littleport and Downham IDB District.

Location

The land is situated off Third Drove, approximately 3 miles north of the village of Little Downham, and close to Littleport.

Grid Reference: TL5391 8735.

What3words: ///brand.stammer.hushed

General Remarks & Stipulations

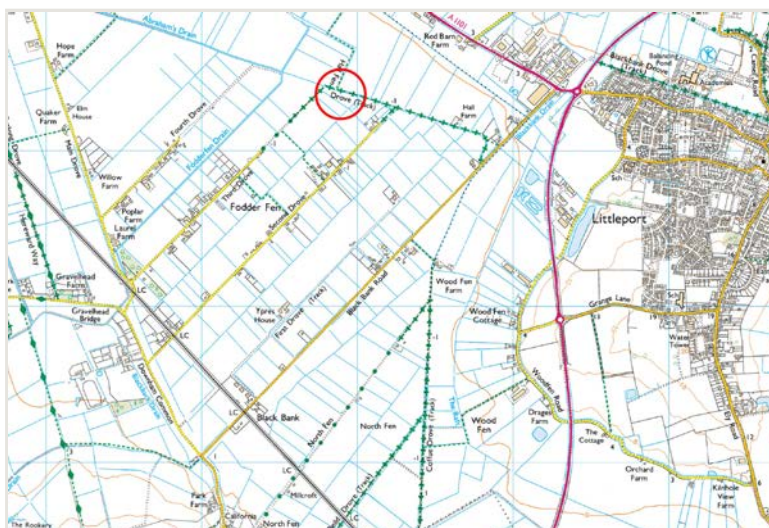
The land is sold subject to and with the benefit of any wayleaves, easements, covenants and rights-of-way that may exist. All sporting, mineral and timber rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.



For information only



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 or Nassar Khalil at Nexa Law, 10 York Road, London, Lambeth, SE1 7ND

VIEWING: Attend the site at all reasonable times

- 7.05 hectares (17.43 acres) of Agricultural Land.
- Freehold with Vacant Possession

Description

The property comprises a single parcel of a mixture of Grade 2 and 3 arable land extending to approximately 7.05 hectares (17.43 acres) as shown edged and shaded in red on the plan. The land is situated at approximately sea level and accessed off Gravel Drove via a byway (269/8) alongside the catchwater.

The Soil Survey of England and Wales identifies the soils as belonging to the Peacock Association, which are further described as deep humose calcareous clayey and non-calcareous fine loamy over clayey soils. Some peat soils. There are no environmental schemes on the land. The vendor and their agent will make reasonable efforts to specify the ownership of boundary hedges, fences and ditches etc, but will not be bound to determine these. The property is available for inspection and the purchaser will be deemed to have satisfied themselves as to the ownership of the boundaries.

Wayleaves, Easements, Covenants and Rights of Way

The land is sold subject to and with the benefit of all existing wayleaves, easements, covenants and rights of way whether or not disclosed. All sporting, timber and mineral rights are included in the sale insofar as they are owned.

Outgoings

Drainage rates are payable to the Littleport & Downham IDB.

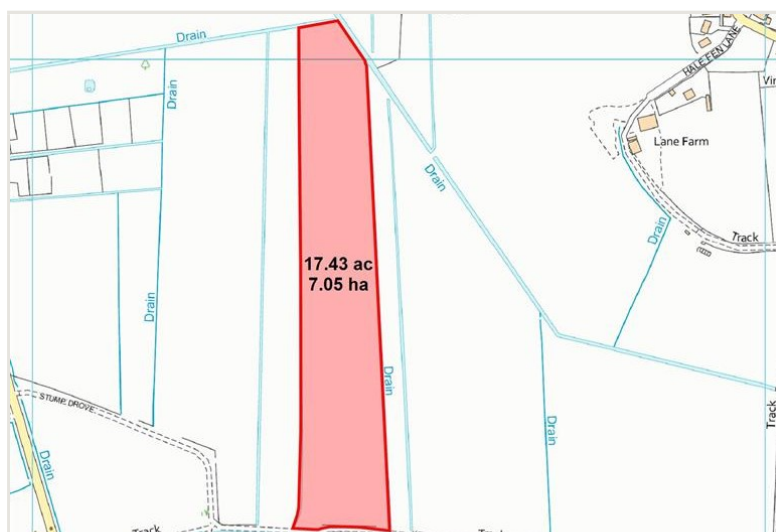
Location

The land is located near Wardy Hill which is a small hamlet in Coveney civil parish. The land is situated approximately 1 kilometre to the south east of Wardy Hill, 2 Kilometres east of the village of Mepal and 1 kilometre to the north of Witcham.

What 3 Words: ///cubs.vine.chestnuts

Auctioneers Note

The land is currently cropped with maize and the vendor reserves the right to harvest this crop after completion if it has not been done prior to.



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 or Nicole Sparks at Ward Gethin Archer, 3 Regis Place, King's Lynn, PE30 2JN

VIEWING: Attend the site at all reasonable times

- Attractive meadow land with frontage to the River Stour
- Extending in total to circa 5.85 acres
- Three ponds with scope to reinstate as a coarse fishery
- Accessible semi-rural location on the edge of Great Wratting village

Description

An excellent opportunity to acquire three ponds and meadow land extending to approximately 5.85 acres in total. The two principal ponds extend to approximately 0.53 acres and 0.43 acres respectively, with a smaller stock pond of around 0.15 acres. The ponds were formerly operated as a day-ticket coarse fishery but have not been actively managed or fished in recent years.

The land offers scope for reinstatement as a fishery, subject to the necessary consents, or for a range of alternative amenity and leisure uses. The property enjoys approximately 90 metres of frontage to the River Stour.

The land has been unmanaged for a number of years and would benefit from clearance and maintenance works. Access is taken from the B1061 and via a right of way over the access track leading from Coronation Cottages.

Services

No services are connected to the land.

Location

The property is situated on the eastern edge of the village of Great Wratting in west Suffolk, accessible to the A143 Bury St Edmunds - Haverhill road. . The market town of Haverhill lies approximately 2 miles to the south and provides a wide range of local services and amenities.

What3Words:///springing.haggle.bystander

Auctioneers Note

The property is sold subject to an Overage of 30% of any uplift in value resulting from the grant of planning for residential development. The overage will run for a period of 30 years from completion. Full details of the Overage are available in the Legal Pack.



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Matthew Darmon of Adams Harrison, 52A High Street, Haverhill, Suffolk, CB9 8AR

VIEWING: Cheffins Property Auction Dept 01223 213777

- 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.

Garage No. 9 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 it benefits from a green up-and-over door to front with Garage Defender lock to the base.

Inside there is a concrete floor with internal measurements of 4.92m min x 2.46m min, and a maximum ridge height of 3.34m.

The garage forms part of a purpose-built block of garages, with number 9 lying within the southern row of garages, second from the western end.

The garage was granted a 75 year lease dating from 1987, thereby with approximately 37 years currently remaining.

There is no other form of light or power connected.

The garage is clean and tidy and therefore offers an ideal opportunity for parking or garage space in a central city location.

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: Leasehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Scott Smith at Thomson Webb & Corfield, 16 Union Road, Cambridge, Cambridgeshire, CB2 1HE

VIEWING: Cheffins Property Auction Dept 01223 213777

- Land with planning permission for 2 detached houses
- A number of conditions already discharged
- Water and electricity connected
- Freehold with vacant possession

Description

An opportunity to purchase a development site with planning permission in the heart of the popular village of Fordham, close to Ely, Cambridgeshire.

The property benefits from approved planning application which was granted on appeal (ref: APP/V0510/W/22/3309056), with the decision dated 3rd April 2023. The approved permission grants permission for the erection of 2 no. 4 bedroom dwellings, utilising the existing access with associated parking and landscaping to the rear of the dwellings, including reconfiguration of the restaurant carpark.

Each of the approved dwellings has a gross internal area of approximately 120m² and features the following accommodation:

Ground Floor: Entrance Hall; Living Room; Study; Utility/Cloakroom; Kitchen/Dining Room.

First Floor: Central Landing gives access to; 4 Bedrooms, one of which has en-suite Shower Room; Family Bathroom. Each dwelling has a private garden to the rear of the accommodation with parking spaces beyond.

Further planning work has been undertaken to discharge conditions 3 (external materials), 4 (contamination), 6 (foul and surface water), 9 (archaeological work), 12 (soft landscaping), 13 (details of finished floor levels and boundary), and 13 (boundary wall treatment). Full details can be found on East Cambridgeshire District Council Planning Portal ref: 23/00566/DISC. Build Regs drawings have been produced and inspection fee paid, along with SAP and Part O calculations, providing a build ready scheme without BNG requirements.

Services

We understand from the vendor that water and electricity connections have been made.

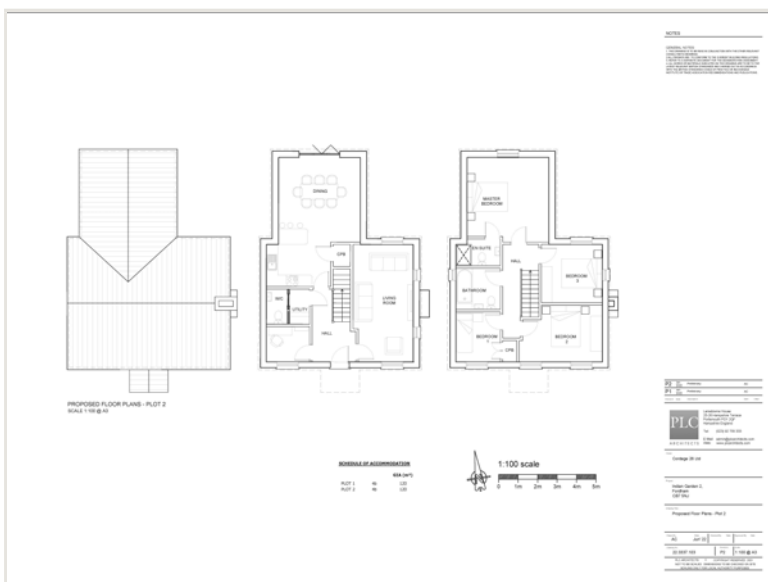
Location

The site is found in an enviable position in the heart of the village, close to the church and within easy reach of the range of local shops and amenities that the popular village has to offer. Fordham lies 4 miles north of Newmarket and a mile south of Soham.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Roger Covell at King & Co, 238 High Street, Cambridge, Cambridgeshire, CB24 8RZ

VIEWING: Attend the site at all reasonable times



- Grade 2 Listed commercial building
- Total income of £70,650 per annum
- Possibility for further residential conversion STP
- Freehold

Description

A fantastic opportunity to purchase an unbroken freehold block in the centre of the popular town of Royston.

30 and 32 High Street comprise a Grade II Listed three storey building of traditional brick construction beneath a pitched tiled roof. Occupied by 3 commercial tenants and 3 residential tenants.

2 and 3 John Street comprises part three storey building along with single storey elements of flint construction beneath a pitched slate roof. Occupied by one commercial tenant.

The property offers investors the chance to enjoy the rental income, as well as providing asset management opportunities such as further conversion of upper parts to residential STP.

Planning

The Property has existing established retail uses, with residential uppers.

Interested parties are advised to make their own enquiries of North Herts District Council Planning Department

Location

Royston is located approximately 13 miles south west of Cambridge and 17 miles north east of Stevenage. The town benefits from excellent communication links via the A505 main road which in turn leads to the M11 and A1(M) trunk roads. The mainline train station provides regular services to London Kings Cross.

The property is situated in a prominent position on the east side of the High Street, surrounded by various multiple retailers including W H Smith, Boots, Card Factory and Costa Coffee.

VAT

VAT is payable on the purchase price.



Tenancies

30 High Street is let Timpson Ltd on a 10 year excluded lease from 11th January 2016 at a rent of £11,000 pa.

30 High Street First Floor is let to Daniela Pruna T/A Daniela Aesthetics and Beauty on a 5 year excluded lease from 20th May 2021 at a rent of £5,750 pa.

32 High Street is let to Thu haoi Nguyen T/A Royston Nail Bar on a 13 year protected lease from 24th June 2024 at a rent of £12,500 pa subject to rent review and tenant break at the 5th and 10th anniversaries.

2 & 3 John Street is let to Cream at a rent of £15,000 pa on a protected lease. The lease to Cream expired in June 2012 and they have been holding over since then.

Unit	Size	Tenant	Lease Length	Expiry	EPC	Rent
30 High Street	422.00 sq.ft	Timpson Ltd	10	11/01/2026	B	£11,000
1st Floor, 30 High Street	437.00 sq.ft	Daniela Aesthetics and Beauty	5	19/05/2026	E	£5,750
30a High Street	613.54 sq.ft	Resi	AST	See Legal Pack	D	£9,000
32 High Street	390.00 sq.ft	Royston Nail Bar	13	23/06/2027	C	£12,500
32a High Street	505.90 sq.ft	Resi	AST	See Legal Pack	D	£9,000
32b High Street	473.61 sq.ft	Resi	AST	See Legal Pack	D	£8,400
2 & 3 John Street	2,028.00 sq.ft	Cream	6	21/06/2012	C	£15,000
Total	4,770.05 sq.ft					£70,650

Outgoings

Uniform Business Rates

We understand that the property is entered into the VOA Rating List 2023 as the following Rateable Values:

30 High Street	£9,200
32 High Street	£6,500
2 and 3 John Street	£19,250

Service Charge

There is currently no service charge in place.



TENURE Freehold subject to tenancies

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Michelle Atkins at Fraser Dawbarns, 1-3 York Row, Wisbech, Cambridgeshire, PE13 1EA

VIEWING Cheffins Commercial Department 01223 213666

- Prominent High Street property
- Let to major banking covenant
- Current rent of £65,000 per annum
- Freehold

Description

A fantastic opportunity to purchase a substantial well-let commercial property in prime retail location in the heart of Newmarket, Suffolk, let to Lloyds Bank, who most recently signed a 5 year lease in 2022.

The property is of brick and stone wall construction beneath part slate, part flat roof, with the internal accommodation arranged over 4 main levels.

The property has the benefit of a right of way over the rear service road, which provides a secondary pedestrian access to the rear of the building.

The substantial accommodation features a banking hall at ground floor level, with offices and staff rooms arranged over the first and second floors, while the basement provides further ancillary accommodation predominantly used for storage purposes and to house building services. The net internal areas are as follows:

Gross Frontage	40 ft 5 in	12.32 m
Internal Width (max)	41 ft 4 in	12.29 m
Shop Depth	89 ft 10 in	27.38 m
Ground Floor	2,974 sq ft	276.29 sq m
ITZA	1,270	
Ground Floor Vault	225 sq ft	20.90 sq m
Basement Ancillary	650 sq ft	60.39 sq m
First Floor Offices	1,141 sq ft	106.00 sq m
Second Floor Office/Staff	1,144 sq ft	106.28 sq m
Total NIA	6,134 sq ft	569.87 sq m

Tenancies

The property is fully let to Lloyds Bank PLC who most recently signed a 5 year full repairing and insuring lease from 25th March 2022 (approximately 1.5 years unexpired) at a current rent of £65,000 per annum, without further review.

VAT

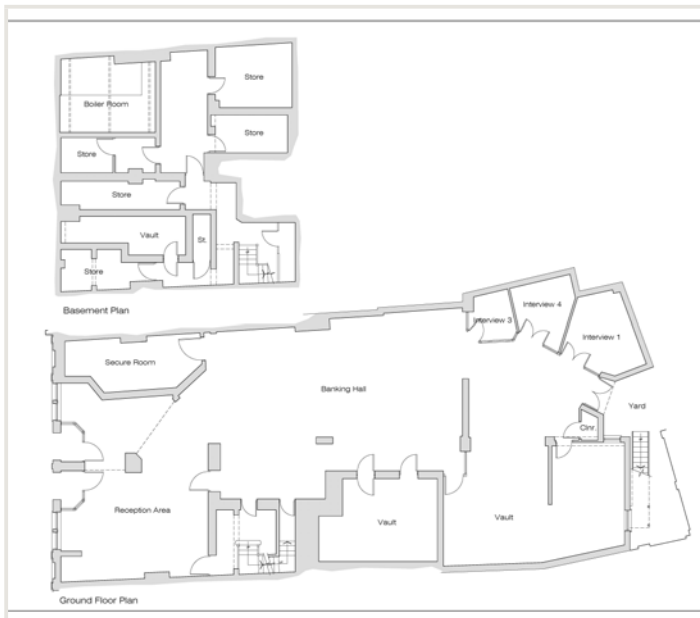
No VAT is payable on the purchase price.



Location

The property is found in a prime trading part of Newmarket town centre, surrounded by a variety of local and national retailers on the busy High Street. The historic Suffolk town of Newmarket is internationally known as the home of British horse racing, has a population of over 20,000 and is located equidistant between Cambridge and Bury St Edmunds. The town benefits from a wealth of shops, facilities and services along with a train station and good links to the , A11, and A14 trunk roads.

EPC Rating - C.



TENURE Freehold subject to lease.

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Karen Chapman at Druces LLP, Salisbury House, London Wall, London, EC2M 5PS

VIEWING Cheffins Commercial Department 01223 213666

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

- 1 bedroom house
- Village location
- Ideal purchase for owner occupiers or investors alike
- Freehold with vacant possession

Description

A wonderful opportunity to purchase a 1 bedroom 'quarter house' situated in the heart of the popular village of Waterbeach. The property is constructed of brick elevations under a pitched tiled roof, and is close to the centre of the village.

The house would benefit from some upgrading/maintenance and therefore offers buyers a chance to add value.

The internal accommodation comprises:

Ground Floor: Entrance door leads directly into; Sitting Room with radiator, dual aspect double glazed windows and spiral staircase to first floor; Kitchen with a range of modern MDF base and wall units and wall-mounted gas boiler.

First Floor: Small landing gives access to; Double Bedroom with dual aspect double glazed windows, radiator, built-in wardrobe and separate airing cupboard with hot water cylinder; Bathroom with modern white wc, wash hand basin and bath with overhead electric shower, heated towel rail and part tiled walls.

The gross internal area of the property is approx. 38m² (409ft²)

Outside: There is a very small area of garden fronting the property and another to the right hand side which includes a small timber shed. To the rear of the accommodation is an allocated parking space, accessed off Clare Road.

The property is in need of some updating and improvement, but presents buyers with an ideal opportunity to tailor the property to their needs.

Location

No. 52 is located midway along Winfold Road, on the right hand side at the junction of Winfold Road and Clare Road. The property lies in an area of similar properties, just a short walk from the centre of the popular village of Waterbeach which boasts a wide range of shops facilities and services, along with a train station and easy access to the A14 and M11 trunk roads.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or April Davey at Barr Ellison, 39 Parkside, Cambridge, CB1 1PN

VIEWING: Cheffins Residential Department 01223 214214



For advice worth taking, it pays to choose Cheffins

Cheffins offers an all-inclusive service for clients from initial identification of an opportunity, through the planning and development lifecycle, culminating in the sale of the opportunity or the completed new homes development.



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- Substantial detached house needing internal refurbishment
- Adjoining parcel of amenity woodland
- Total plot of approx. 5.1 acres
- Freehold with vacant possession

Description

A unique opportunity to purchase a substantial detached house on the outskirts of the desirable village of Great Wilbraham, just to the east of Cambridge. The double fronted house is believed to have Victorian origins with significant extensions added in the late 20th century to provide the following accommodation.

Ground Floor: Front Porch with ceramic tile flooring; Lobby; Reception 1 with built-in corner cupboard, solid fuel stove; Lounge Area with brick fireplace; Open-plan Kitchen/Dining Room with tiled flooring, range of hand built base and wall units, window to side and door to garden; Study; Inner Hallway with door to integral garage; Shower Room with wc, shower cubicle and wash hand basin.

First Floor: Central Landing gives access to a total of 5 Bedrooms; Conservatory; Family bathroom with matching suite comprising panelled bath, wc, wash hand basin, fitted units.

The gross internal floor area (excluding the garage and studio) is approximately 194m².

Outside: Access to the front of the house is via an unmade driveway in a narrow clearing through the trees from Station Road and provides off-street parking for 2 vehicles, with a second pair of solid gates further along Station Road, offering additional off-street parking.

The grounds that immediately surround Orchard Way extend to approximately 1 acre and predominantly comprise a mature area of woodland which is in need of management. There is a further rectangular parcel of woodland to the north of the main gardens of the property which extends to 4.1 acres. The additional woodland can only be accessed via the grounds of Orchard Way and is bordered by arable land to the south, north and east.

Orchard Way is in a dilapidated state and requires a full programme of refurbishment and repair works, but this provides potential purchasers with a fantastic opportunity to tailor the property to their own tastes and standards. It is rare chance to acquire such a generous property so close to Cambridge, which affords buyers such seclusion and space.



Approximate Gross Internal Area 2461 sq ft - 229 sq m (Excluding Garage & Outbuilding)

Ground Floor Area 1250 sq ft - 116 sq m

First Floor Area 1211 sq ft - 113 sq m

Garage Area 191 sq ft - 18 sq m

Outbuilding Area 123 sq ft - 11 sq m



Floor Plan - Not to scale

EPC Rating: F
Council Tax Band: G

Planning

According to South District Councils website, the property is located within green belt and is outside Great Wilbraham's development framework and conservation area. The woodland fronting Station Road and behind the house is designated as a tree preservation order area. We recommend that buyers make their own enquiries within this regard.

Location

Orchard Way is located on the edge of the popular east Cambridgeshire Village of Great Wilbraham, which benefits from a limited range of village including a well regarded pub. The village is surrounded by undulating countryside and is approximately seven miles east of Cambridge City centre, and wonderfully positioned with easy access to the A11.



TENURE Freehold with vacant possession

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions Cailan Thomas of Barr Ellison, 39 Parkside, Cambridge, Cambridgeshire, CB1 1PN

VIEWING Cheffins Residential Department 01223 214214

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

- Substantial detached bungalow
- In need of updating/refurbishment with potential for extension
- Large gardens
- Freehold with vacant possession

Description

An excellent chance to acquire a detached bungalow located in a desirable residential area, close to the centre of the popular village of Histon on the north side of Cambridge.

The property is in need of updating/refurbishment and may also lend itself to further extension STP, therefore offering a wonderful opportunity for owner occupiers and investor buyers to add value.

The property is of brick cavity construction beneath a predominantly pitched tiled roof, with an area of flat felt covered roof to the rear. The internal accommodation comprises:

Ground Floor: Entrance Hall with UPVC double glazed door and airing cupboard housing hot water cylinder; Cloakroom with tiled walls, WC; Shower Room with pink wash hand basin and large walk-in shower with tiled walls; Sitting Room with dual aspect double glazed windows and further aluminium glazed sliding doors to rear garden; Kitchen with a range of MDF base and wall units, stainless steel sink, double glazed window to rear; Bedroom 1 with dual aspect UPVC glazing including double glazed bay window to front; Bedroom 2 with radiator, UPVC double glazed bay window to front. There are radiators throughout the property.

First Floor: There is a loft room at first floor level which features a radiator and double glazed window to front, but is accessed by a temporary ladder and can therefore not be included as living accommodation.

The accommodation is in need of updating, but provides a wonderful opportunity for a buyer to tailor a property to their own tastes.

EPC: E

Council Tax Band: E

Outside: To the left hand side of the accommodation is a large timber lean-to with concrete floor and flat roof, and pedestrian doors to the front of the property and to the rear garden.

The lean-to also gives access to a brick-built garage with concrete floor, light and power connected and a small store to the rear.



The property is set back from the road and therefore features a generous garden frontage, mainly laid to lawn but with some mature trees and shrubs, pond and driveway parking for two cars.

To the rear is a large mature garden featuring lawned areas, a pond, a large greenhouse, vegetable growing areas and a range of mature fruit trees and shrubs throughout the garden.

Location

The property is located close to the centre of the village of Histon on the north side of Cambridge. The village features a range of shops, facilities and services which are within walking distance of the property. There are regular public transport links to Cambridge city centre and easy access to the A14 and M11 trunk roads.



TENURE Freehold with vacant possession

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Rachael Partridge of Thomson Webb & Corfield, 2, High Street, Cambridge, Cambridgeshire, CB24 9JD

VIEWING Cheffins Residential Department 01223 214214

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

- Detached Grade 2 Listed farmhouse with a newly constructed oak-framed double carport and gardens
- In need of full repair and refurbishment
- Potential paddock land and lake available by separate negotiation
- Freehold with vacant possession

Description

A rare opportunity to purchase a Grade II listed farmhouse on the edge of the popular Cambridgeshire village of Bourn.

The detached house has a pitched tiled roof with timber frame and rendered elevations, and is in need of complete repair and refurbishment, but comes with benefit of approved plans to re-order the accommodation (South Cambridgeshire DC planning ref: 24/00414/FUL), therefore presenting a wonderful opportunity to owner occupiers and developer buyers alike.

The existing internal accommodation can be summarised as:

Ground floor: Entrance Hall with stairs to first floor; Dining Room with dual aspect windows; Living Room with fireplace, dual aspect windows and giving access to; Conservatory of timber frame with brick base over looking the garden and pond to rear; Kitchen with tiled floor, dual aspect windows and old Rayburn style cooker; Utility Room with large inglenook fireplace and dual aspect windows; Study with window to side.

First Floor: Central Landing gives access to a total of 4 Bedrooms and a further side room/dressing area along with a family Bathroom with plumbing for wc, wash hand basin, bath and shower cubicle.

The gross internal floor area of the property is approximately 239 sqm (2566 sqft).

Outside: The property benefits from a lawned area to the left hand side of the accommodation which is accessed via the Conservatory, and also from the rear of the building. The garden and rear of the property benefits from views of a large neighbouring pond which abuts the rear boundary.

As part of redevelopment works that are taking place to the rear of Great Common Farmhouse, the subject property will benefit from a newly constructed carport, which will be accessed via a shared driveway to the right hand side of the dwelling, along with a doorway from the carport into the rear courtyard area of Great Common Farmhouse.



Approximate Gross Internal Area 2566 sq ft - 239 sq m

Ground Floor Area 1440 sq ft - 134 sq m

First Floor Area 1126 sq ft - 105 sq m



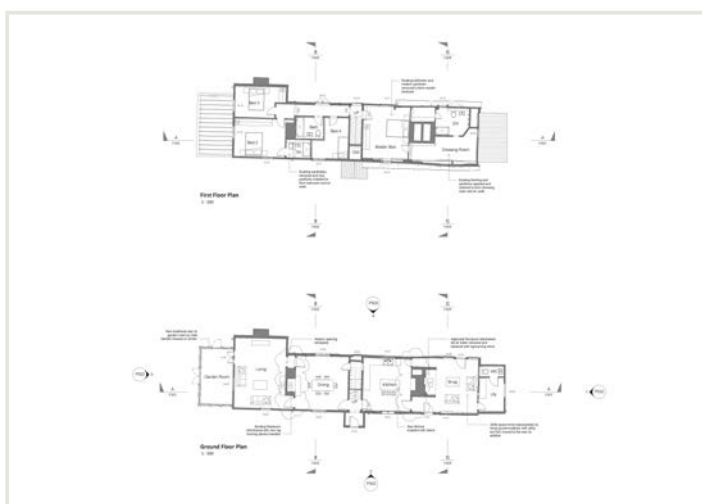
The entirety of the property is in need of a significant repair and refurbishment, but it presents buyers with an ideal opportunity to tailor the property to their needs either within its existing layout or within the scope of the approved reordering (planning ref: 24/00414/FUL).

Location

Bourn is a desirable village approximately 8 miles to the west of Cambridge. The property lies to the north of the main village at the northern end of Broadway, between Upper Cambourne and Bourn Airfield.

What3words: ///cold.pelted.upward

The house is ideally positioned for easy access to the range of local amenities and services that exist within Great Cambourne and Upper Cambourne, whilst also within close proximity to the A14, A428 and M11 trunk roads.



TENURE Freehold with vacant possession

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Francesca Moroz at Thomson Webb & Corfield, 16 Union Road, Cambridge, Cambridgeshire, CB2 1HE

VIEWING Cheffins Residential Department 01223 214214

- Grade II Listed cottage
- Vaulted kitchen/diner with doors to garden
- Sought-after village location
- Freehold with vacant possession

Description

A charming Grade II Listed cottage set in the heart of this picturesque and sought-after village, enjoying period features and a good sized rear garden. The accommodation can be summarised as:

Ground floor: Reception Hall/Family Room with Oak flooring, exposed timbers, open fireplace and door to staircase to the first floor; Living Room with fireplace with log burning stove, bespoke fitted bookcase and cupboards, windows to two aspects, oak flooring and exposed timbers; Rear Hallway with glazed stable door providing access to the courtyard and garden; Kitchen/Dining Room with a range of units with granite worktop, range style gas cooker, butler sink, integrated dishwasher, three quarter height fridge and freezer, cupboard with space for washing machine, three skylights and full height glazed doors and windows providing access to the garden and further windows; Boot Room with window to rear; Cloakroom with WC, wash basin.

First Floor: Landing give access to; Bedroom 1 with dual aspect windows and built in cupboard and wardrobe; Bedroom 2 with window to front, built-in cupboard; Bedroom 3 with window to rear and built-in cupboard; Bathroom with suite comprising bath with shower over, low level WC, wash basin and window.

Outside: To the left hand side of the property there is a shared pathway with gate leading to the cobbled courtyard with a timber shed. The rear garden is mainly laid to lawn with a paved pathway, further timber shed and log store, flower and shrub borders and a terrace with adjoining raised beds.

EPC Rating: C, Council Tax Band: C

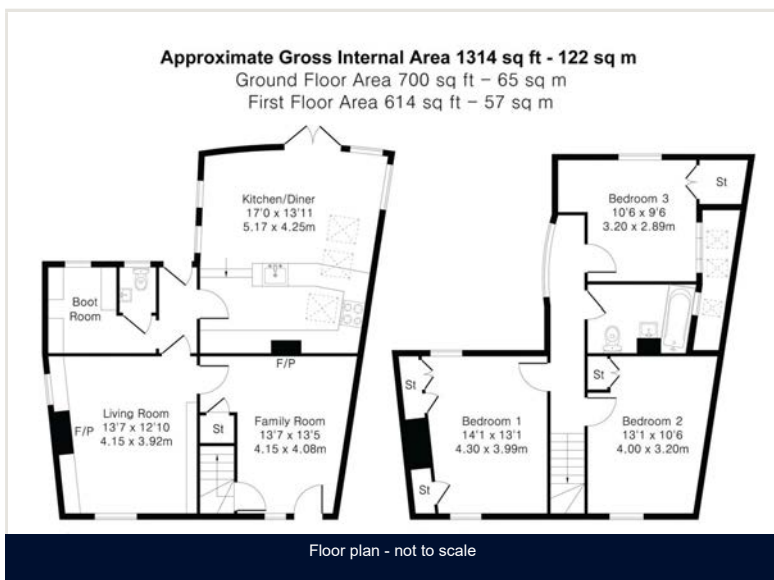
Location

Great Chesterford is one of the area's most sought after villages with its outstanding range of local amenities including a store, fine church, primary school, hotel/restaurant, 2 inns and its own mainline railway station with a commuter service to Cambridge and London Liverpool Street. Saffron Walden is situated about 4 miles to the south, Cambridge about 11 miles to the north and the M11 motorway access point is less than 1 mile away.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Helen Murphy at Barr Ellison, 39 Parkside, Cambridge, Cambridgeshire, CB1 1PN

VIEWING: Cheffins Residential Department 01799 523656



- 1 bedroom two storey period town house
- Residential investment with asset management opportunity
- Freehold

Description

A Grade 2 listed period town house occupying the corner of High Street and Furrowfield Road, Chatteris. The property comprises a three-storey 1-bedroom dwelling with a rear enclosed shared courtyard garden and private carpark where there is an undesigned parking space.

The accommodation comprises:

Ground Floor: Living Room with vestibule to front entrance door and central heating radiator; Kitchen with a range of modern units with a sink and drainer, tiled floor and with staircase to first floor and rear entrance door; Staircase up to;

First Floor: Bedroom 1 with central heating radiator; Bathroom fitted with panel bath with overhead shower, w.c., and wash hand basin.

Outside: To the rear is a small area of garden which is largely paved, which will be sold subject to a right of way to 61A High Street.

Council Tax Band: A
EPC: D

Location

Chatteris is a popular Cambridgeshire Fenland market town situated 8 miles south of March, 15 miles north of Huntingdon and 19 miles south east of Peterborough. Chatteris is served with a wide range of amenities and services to include, schooling for all ages, supermarkets, doctors surgery, independent high street shops, leisure centre, library, and other local businesses. Chatteris is located on the junction of the A141 and A142 providing good communication routes to other local centres.

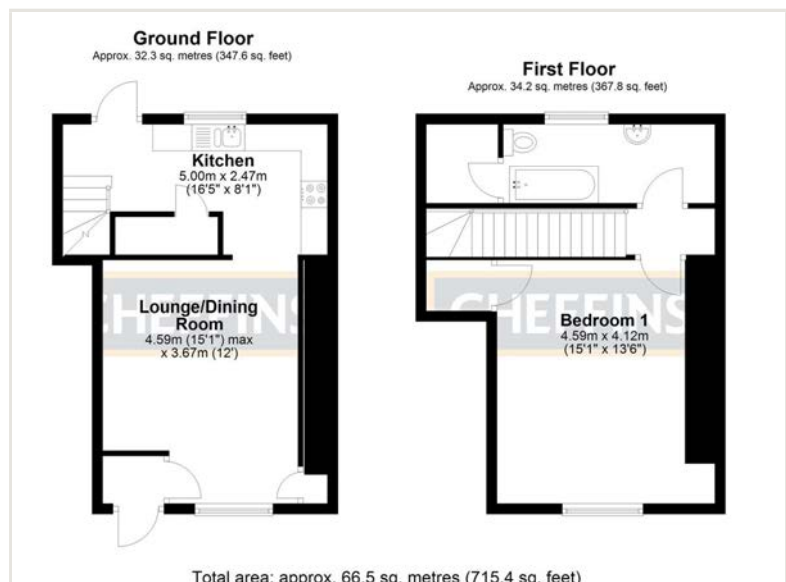
Tenancies

The property is let by way of an Assured Shorthold Tenancy at a rent of £466.36 pcm.

TENURE: Freehold subject to tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING: Cheffins Ely Rural Dept 01353 654900



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

- 2 Bedroom two Storey Period Town House
- Residential investment with asset management opportunity
- Off Street Carparking Space
- Freehold

Description

A Grade II Listed mid-terrace period town house situated on the High Street, Chatteris. The property comprises a two-bedroom house with rear access to a pathway leading to a private carpark where there is an undesignated parking space.

The accommodation comprises:

Ground floor: Front Entrance / Cloak Room; Living Room with central heating radiator; Kitchen with a range of modern units, sink and drainer and tiled floor together with a wall mounted Vaillant central heating boiler; Rear Hallway with a understands cupboard, rear entrance door and central heating radiator; Staircase up to;

First Floor: Landing with storage cupboard and loft hatch; Bedroom 1 with storage cupboard and central heating radiator; Bedroom 2 with a storage cupboard and central heating radiator; Family Bathroom with shower cubicle with electric shower unit, w.c., wash hand basin and a tiled floor.

Outside: To the rear of property is a shared accessway leading to a private carpark with one undesignated parking space.

Council Tax Band: D
EPC: D

Location

Chatteris is a popular Cambridgeshire Fenland market town situated 8 miles south of March, 15 miles north of Huntingdon and 19 miles south east of Peterborough. Chatteris is served with a wide range of amenities and services to include, schooling for all ages, supermarkets, doctors surgery, independent high street shops, leisure centre, library, and other local businesses. Chatteris is located on the junction of the A141 and A142 providing good communication routes to other local centres.

What3words: ///deaf.sublet.annual

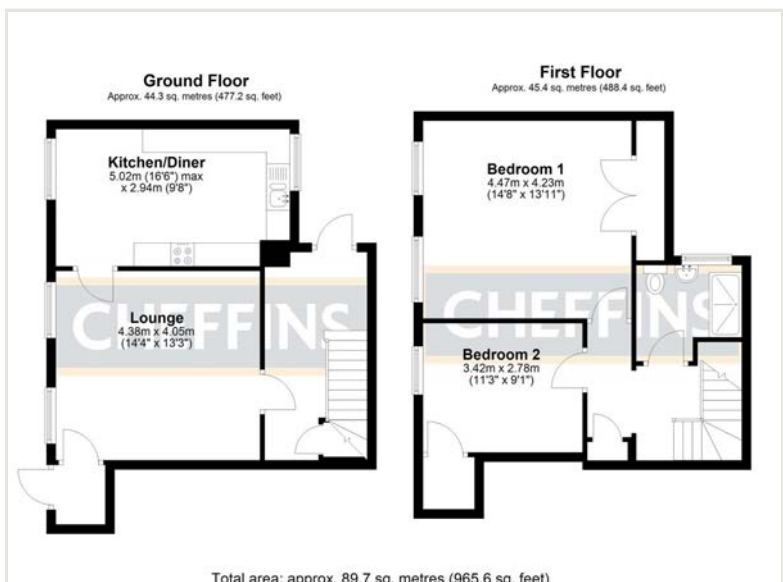
Tenancies

The property is let by way of an Assured Shorthold Tenancy at a rent of £446.25 pcm.

TENURE: Freehold subject to tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING: Cheffins Ely Rural Depart 01353 654900



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

- 2-Bedroom Semi-Detached Bungalow
- Rear Enclosed Garden
- Residential investment with asset management opportunity
- Freehold

Description

A semi-detached 2-bedroom bungalow with an enclosed rear garden which well located for key amenities being only a stone throw away from Chatteris town centre.

The property is of an mid 20th Century construction with external brick walls which have been pebble dashed.

The property now offers scope for improvement to suite ones individual taste.

The accommodation comprises:

Hallway; Utility Room fitted with base units and a sink and drainer; Kitchen with fitted with wall and base units, integral hob & oven and a central heating radiator; Living Room with fitted with a central heating radiator; Bedroom 1 with fitted with a central heating radiator; Bedroom 2 with fitted with a central heating radiator; Family Bathroom comprising a panel bath and over-head shower, low level wc, hand basin and a central heating radiator.

Council Tax Band: B
EPC: D

Location

Chatteris is a a popular Cambridgeshire Fenland market town served with a wide range of amenities and services to include, schooling for all ages, supermarkets, doctors surgery, independent high street shops, leisure centre, library, and other local businesses.

Chatteris is situated 8 miles south of March, 15 miles north of Huntingdon and 19 miles south east of Peterborough on the junction of the A141 and A142 providing good communication routes to other local centres.

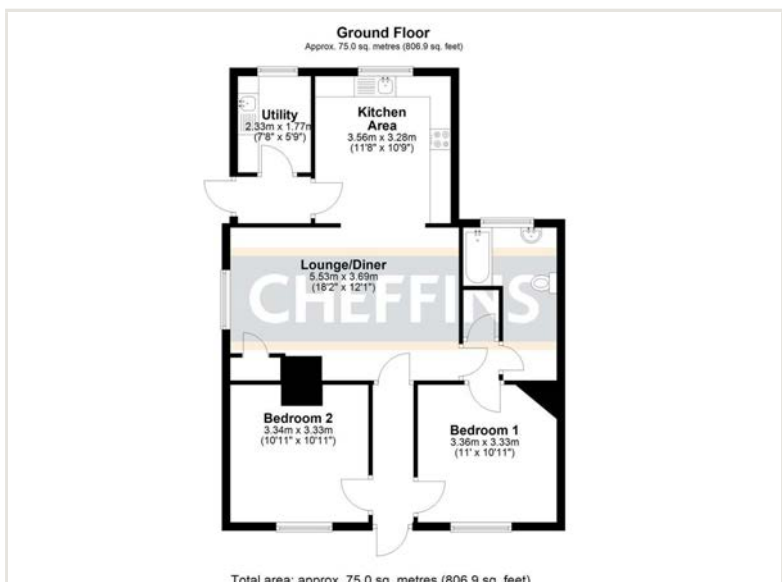
Tenancies

The property is let by way of an Assured Shorthold Tenancy at a rent of £473.19 pcm.

TENURE: Freehold subject to tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING: Cheffins Ely Rural 012353 654900



- 2 Bedroom Semi Detached Bungalow
- Single Garage
- Freehold with vacant possession

Description

An opportunity to acquire a semi-detached double fronted bungalow which is of a rendered brick construction under a concrete tile roof with a flat roofed side and rear extension and garage. The property has been part modernised and offers the opportunity to personalise to individual taste.

The property includes a single garage and enclosed rear garden.

The accommodation comprises:

Entrance Hall, Living Room, Kitchen, Pantry, 2 Bedrooms, Bathroom, Rear Lobby.

The gross internal floor area of the accommodation is approximately 68.25 sq.m. (734.63 sq.ft.) with the garage extending to 16.67 sq.m. (179.44 sq.ft.).

The property is fitted with a gas fired boiler and uPVC double glazed windows throughout.

The property is in Council Tax Band B, with an EPC Rating D (62).

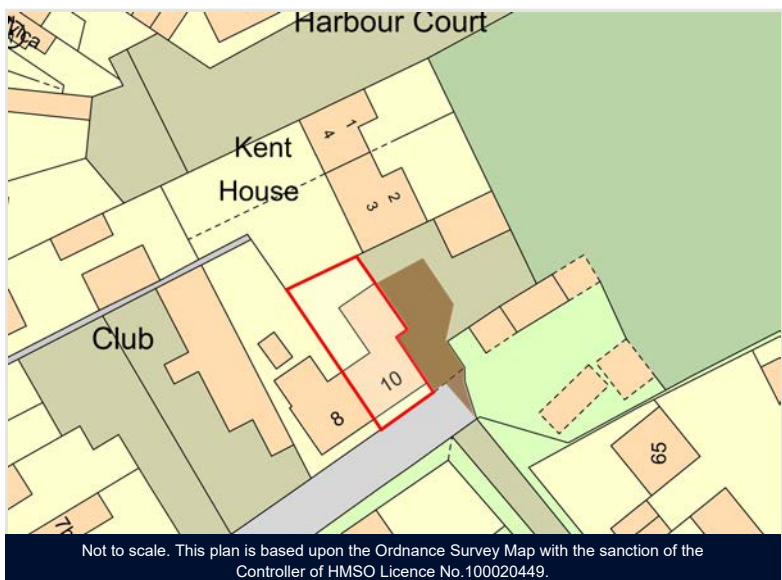
Wayleaves, Easements, Covenants and Rights of Way

The property is being sold with the benefit and subject to all existing rights of way, wayleaves and easements.

A right of way and parking is reserved for the benefit of 10 Black Horse Lane as shaded brown on the attached sale plan, please refer to the legal pack for details.

Location

The property is located off Black Horse Lane in the centre of Chatteris, which is a popular fenland market town convenient for regional centres (Cambridge 25 miles, Peterborough 20 miles).



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING: Cheffins Rural Department 01353 654900

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

- Mixed-use property with commercial and residential elements
- Town centre location
- Private Rear Riverside Garden
- Freehold with vacant possession

Description

A large detached property situated just off the town centre, adjacent to Soham Lode and within walking distance of key amenities. The property includes a 3 bedroom house with ground floor commercial office / retail unit to the front. To the side and rear is an enclosed garden which has frontage to Soham Lode and offers off-road parking. The property now requires a light scheme of refurbishment to ones appointed taste.

The property comprises of the following:

Residential property: Entrance Hall; Living Room; Kitchen with fitted base and wall units; Cloakroom; WC; 3 Bedrooms; Family Bathroom; Airing cupboard.

Commercial Property: A double fronted shop with retractable security grill, radiators, metre box and a wc and cloakroom fitted with a low level wc, hand basin and radiator.

Residential EPC Rating: D

Commercial EPC Rating: E

Business Rates from 1st April 2023 to present: £2,750

Location

Soham is situated almost equidistant between Ely and Newmarket (6 miles) and is approximately 15 miles from Cambridge. The A14 trunk road is available at Newmarket and this in turn leads into the M11 and the main motorway system. Soham railway station operates on the Ipswich to Peterborough line with options to travel to Ely (with its connections to Cambridge and London), March, Peterborough, Bury St Edmunds, Stowmarket and Ipswich. Soham has excellent primary and secondary schools and a good selection of shops, together with sporting and social facilities.

What3words: ///blindfold.unsecured.caring

Auctioneers Note

The property is not registered for VAT. However, if the sale of the property or any right attached to it is deemed a chargeable supply for the for the purpose of VAT, such tax shall be payable by the purchaser in addition to the sale price.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING: Cheffins Rural Department 01353 654900



- Investment Opportunity
- Current Rental Income £17,544 p.a.
- Development Potential STC
- Freehold subject to tenancies

Description

Centrally positioned in Soham town centre is this prominent large detached mixed use property fronting the High Street and Brook Dam Lane.

The property is of a traditional brick construction under a grey slate roof and comprises 14-16 High Street which is a ground floor restaurant with rooms above, 2 Brook Dam Lane which is a 3-bedroom house and 2A Brook Dam Lane which is a 1 bedroom suite, together with off street parking and enclosed yard.

With refurbishment and reconfiguration the property offers scope to extend the available residential accommodation and to increase income potential STC.

12-16 High Street: Occupying a corner position with frontage to High Street and Brook Dam Lane is this restaurant premises with rooms above offering scope for conversion to residential use STC.

Restaurant: Comprising a commercial kitchen, bar, restaurant for 48 covers, cloak room, W.C.'s and a storage room / prep area.

First Floor: A staircase from the restaurant kitchen leads to the first floor where there is a large landing area with 4 good sized rooms, bathroom and loft access.

The rooms are currently not utilised but offer scope for refurbishment and conversion to residential use subject to necessary consents and approvals.

2 Brook Dam Lane: A 3-bedroom semi-detached house fronting Brook Dam Lane, Soham.

The accommodation comprises:
Ground Floor - Entrance Hall, Kitchen, Living Room, Storage Room, W.C.
First Floor - 3no. Bedrooms, Bathroom and Landing.

2A Brook Dam Lane: Situated behind 2 Brook Dam Lane is this 1-bedroom suite accessed via enclosed courtyard.

The accommodation comprises:
Ground Floor- Kitchen, Living Room, W.C. and Shower
First Floor- Bedroom with loft access



Yard: To the rear of the building is a concrete paved yard with a brick storage building.

Car Parking: Adjacent to the building is parking spaces for 2 vehicles with a further car parking space beyond on land to rear of 8 High Street. One undesignated parking space is reserved. See Legal Pack.

EPC's:

12-14 High Street (Commercial) - C (67)

2 Brook Dam Lane - C (70)

2A Brook Dam Lane - E (52)

Council Tax:

12-14 High Street - D

2 Brook Dam Lane - B

2A Brook Dam Lane - Not Listed

Location

Soham is situated almost equidistant between Ely and Newmarket (6 miles) and is approximately 15 miles from Cambridge. The A.14 trunk road is available at Newmarket and this in turn leads into the M11 and the main motorway system. Soham railway station operates on the Ipswich to Peterborough line with options to travel to Ely (with its connections to Cambridge and London), March, Peterborough, Bury St Edmunds, Stowmarket and Ipswich. Soham has excellent primary and secondary schools and a good selection of shops, together with sporting and social facilities.

What3words: ///sweeping.presides.vital

Tenancies

The property is being offered for sale freehold, subject to existing tenancy agreements:

The tenant of 12-16 High Street and 2a Brook Dam Lane is holding over on a lease under the Landlord and Tenant Act 1954 which expired in September 2024. The passing rent is £13,008 p.a.

2 Brook Dam Lane is let on an Assured Shorthold Tenancy. The passing rent is £378 per calendar month.



TENURE Freehold subject to tenancies

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Andrew Geddes of Bendall and Sons, 23, High Street, Newmarket, Suffolk, CB8 8LY

VIEWING Cheffins Rural Department 01353 654900

Anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the payer) Regulations 2017, we are 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.

A list of suitable options is available below.

- If you intend to bid by telephone, proxy bid, online or in the room, we will require this information 48 hours before the day of the auction. If we do not receive the required information, you will be unable to bid.
- If you plan to bid in the auction room, you must bring a form of ID with you on the day to show our team.
- 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 share holders and a letter of authority on company letterhead, signed by a company director prior to signing the contract.
- For all other entities, please contact us for more details on what we require.

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

List A – Photo ID

- Current, signed passport
- Current full UK/EU photo card driving licence
- Valid ID card
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

List B – Proof of Residence

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (paper copy)
- Recent bank/building society/ mortgage/ credit card statement issued in the last three months
- HMRC tax notification from the current tax year
- Council tax bill for current tax 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.

Please note that this is not a form of credit check.

If you have any queries relating to the new regulations, please contact the property auction administrator Kelly Peacock on 01223 213777 or 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

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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 dispensed 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 outgoing are to be apportioned at 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 outgoing are to be apportioned on the date from which interest becomes payable by the BUYER.

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- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
- G11. ARREARS**
- Part 1 – Current rent
- G11.1 “Current rent” means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – BUYER to pay for ARREARS
- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
- G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.
- Part 3 – BUYER not to pay for ARREARS
- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
 - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
 - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
 - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
 - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
 - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.
- G12. Management**
- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
 - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
 - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.
- G13. Rent deposits**
- G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 “rent deposit deed” means the deed or other DOCUMENT under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
- G15. TRANSFER as a going concern**
- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
 - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
 - (b) collect the rents payable under the TENANCIES and charge VAT on them.
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
 - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
 - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- G16. Capital allowances**
- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
 - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.
- G18 Landlord and Tenant Act 1987
- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by PRACTITIONER**
- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold
- (a) in its condition at COMPLETION;
 - (b) for such title as the SELLER may have; and (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

Common Auction Conditions

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- G19.5 Where relevant:
- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
 - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- G20 TUPE**
- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:
- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
 - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
 - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
 - (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.
- G21 Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22 Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:
- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
 - (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G21 (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 & In Room Bidding Registration Form

CHEFFINS

I WISH TO BID BY ☐ TELEPHONE ☐ PROXY ☐ ONLINE ☐ ROOM

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 either 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 the 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:

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.
- 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.

OR

- 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.
- 3 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>) which must be for the greater of:
(i) 10% of the guide price for the Lot or;
(ii) £3,000.
- 4 Provide copies of documents to satisfy the Money Laundering Regulations 2017.

Any client monies will be held in the following client money account; Barclays Bank Leicester LE27 2BB, Account Name; Cheffins Client Deposit Property Auction Sort Code; 20-17-68, Account No; 03914062. Cheffins retain exclusive control over the funds in this account in line with the firms Handling Client Money Policy, a copy of which is available on our website or on request.

If any interest is earned on the deposit monies between exchange of contracts and the transfer of cleared funds to the Sellers Solicitors the Buyer agrees that this interest shall be retained by the Auctioneers.

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 our banker by bank 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 provide evidence of source of funds for the entire transaction value within 48 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 £900 inc VAT for purchases up to and including £100,000, £1,500 inc VAT for purchases of £101,000 to £300,000, or £2,100 for purchases of £300,001 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.

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.

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. 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. 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 or by emailing complaints@cheffins.co.uk.

CHEFFINS

Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA T 01223 213777
cheffins.co.uk

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