

# CHEFFINS



## Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 16th September 2020, 2.00pm

# Auctioneer's Welcome



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**Welcome to our September 2020 property auction, which for a second sale running will be a "Live Webcast Auction". We have included "How to Bid" information throughout the catalogue, but please do not hesitate to contact the team if you have any questions about the bidding process.**

2020 has certainly been a rollercoaster year so far, but despite pandemics and lockdowns, the property market is currently flying. Our July 2020 Live Webcast Auction saw strong demand for all of the lots in the catalogue, far beyond any of our expectations, with 100% of the lots selling, and spectacular prices paid. Our residential sales teams are experiencing record numbers of instructions and transactions, and there seems to be frenetic levels of demand across all property sectors, which is very encouraging.

This September catalogue once again offers a wide variety of purchase options for buyers, and starts with the ever-popular land lots. A parcel of amenity land in Ashdon, could be an ideal buy for someone with a new found desire for market gardening or amenity space, whilst a larger parcel of 14 acres of pasture land in Witchford may suit equine buyers or those looking for these relatively rare parcels of permeant pasture. Agricultural purchasers will welcome the inclusion of 3.6 acres of land of Wishbech Road, Walpole which carries a guide price of £25,000-£30,000, and the 13.6 acre parcel of land in Doddington, near March, is strategically located to the south on the southeast edge of the popular Fenland village, and may be a good land banking opportunity.

Bidders looking to acquire income producing property have some wonderful options within the catalogue. 20 White Lion Street, Norwich, is a substantial, attractive and well-maintained building, which is fully let to Moss Bros at a rent of £80,000 a year and therefore has a headline yield of 8.4% - far better than any savings account! Alternatively, a 4 storey mixed used investment opportunity in the always popular Baldock, is available at a guide price of £315,000 and generates a current rental income of £13,000. Finally, 21a Broad Street, March is another attractive multi-storey commercial building, currently let to Holland & Barrett but would suit an owner occupier or investor buyer, especially with the attractive guide price of £150,000-£175,000.

Buy to let opportunities also exist within the catalogue with 6 Horn Book, Saffron Walden comprising a stylish ground floor self-contained 2 bed flat, close to the town centre, and carries a very reasonable guide price of £130,000. Further west, 116 King James Way, Royston is another good investment opportunity, and the guide price of £160,000-£170,000 leaves the buyer with the ability to add value with internal updating and lease extension.

Residential refurbishment opportunities are always keenly contested, and the catalogue boasts some wonderful examples. 11 Wetenhall Road, Cambridge is a rarely available chance to acquire a renovation opportunity in a central city location, whilst 34 Bramley Way, Hardwick is also in need of complete refurbishment/repair following fire and water damage.

Finally, the Courtney Memorial Hall in Aspley Guise is a wonderful former chapel, in the centre of the picturesque village near Woburn, and may lend itself to alternative uses STP.

## How to bid

This will be a live webcast auction with remote bidding only. The auctioneer will still conduct the auction via a live online video feed, and bidder will ONLY be able to bid by one of the following methods remotely:

### ONLINE

Registration via the Essential Information Group auction portal

### PROXY BID

Submitting the Cheffins proxy bid registration form

## TELEPHONE

Submitting the Cheffins telephone bid registration form

All bidding methods will require interested parties to register with the auction team at least **48 HOURS BEFORE THE AUCTION** (and the earlier the better). Bidders will need to complete registration forms and prove their identity before the auction, and only then will their application to bid be accepted.

**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.**

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

**BUYERS MUST REGISTER AT LEAST 48 HOURS BEFORE THE AUCTION.**

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

## 4. Binding Contract

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

## 5. Telephone, Proxy & Online Bidding

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

## 6. Payment of Deposit

The successful buyer of each lot will be required to pay a deposit of 10% of the purchase price (subject to a minimum of £3,000) prior to leaving the saleroom by one of the following payment methods:

- (a) Debit Card – payment can be made by Visa Debit and Switch Cards. **NB. Credit Cards are not accepted.**
- (b) Bankers Draft
- (c) Direct Transfer to our bankers, Barclays Bank PLC, St Andrew's Street, Cambridge, CB2 3AA. Sort Code 20-17-68 quoting Cheffins Client Deposit Account No. 03914062

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

## 7. Withdrawal of Lots

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

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

## 8. Legal Documents

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

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

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

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

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

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

## 10. Plans, Measurements and Photographs

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

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

## BUYERS CONTRACT FEE

**IN ADDITION TO THE DEPOSIT, BUYERS WILL BE REQUIRED TO PAY A BUYER'S CONTRACT FEE. THIS CHARGE IS £500 PLUS VAT AND CAN BE PAID BY DEBIT CARD OR CHEQUE. A FULL VAT RECEIPT WILL BE ISSUED THE DAY FOLLOWING THE AUCTION OR EXCHANGE FOR PRE-AUCTION PURCHASERS. PLEASE BRING WITH YOU THE MEANS TO PAY BOTH THE DEPOSIT AND BUYER'S CONTRACT FEE.**

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

Wednesday 16th September 2020, 2.00pm

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

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

**LOT 01** 3.66 acres of land off Wisbech Road,  
Walpole St Andrews, Wisbech, Cambridge

**LOT 02** 0.115 acres of woodland, Water End,  
Ashdon, Essex

**LOT 03** Land at Pools Road, Witchford, Ely,  
Cambridgeshire

**LOT 04** 13.68 acres of land at Eastmore Lane,  
Doddington, March, Cambridgeshire

**LOT 05** 21a Broad Street, March, Cambridgeshire

**LOT 06** 20-26 Hill Street, Wisbech, Cambridgeshire

**LOT 07** 7 Whitehorse Street, Baldock, Hertfordshire

**LOT 08** 20 White Lion Street, Norwich, Norfolk

**LOT 09** 30-32 High Street, Newmarket, Suffolk

**LOT 10** Courtney Memorial Hall, The Square, Aspley  
Guise, Milton Keynes, Buckinghamshire

**LOT 11** 6 Horn Book, Saffron Walden, Essex

**LOT 12** 116 King James Way, Royston, Hertfordshire

**LOT 13** 34 Bramley Way, Hardwick, Cambridge,  
Cambridgeshire

**LOT 14** Honey Horsefield Cottage, Valley Wash,  
Hundon, Sudbury, Suffolk

**LOT 15** 11 Wetenhall Road, Cambridge,  
Cambridgeshire

**LOT 16** London House, The Street, Great Thurlow,  
Haverhill, Suffolk

## ENTRIES ARE NOW BEING INVITED FOR OUR NEXT AUCTION

Wednesday 2nd December 2020 (catalogue closes 30th October 2020)

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

# Changes to anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

As a result of the changes made to the anti-money laundering regulations and legislation which came into effect on Monday 26 June 2017.

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

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

We cannot accept scanned copies and must receive either the original documents, or copies certified by a professionally recognised individual.

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive certified ID, we will be unable to bid on your behalf.
- If you plan to bid in the auction room, you must bring both items with you on the day to show our team when you register.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract.

**A list of suitable options is available below.**

## YOUR TWO FORMS OF IDENTIFICATION CAN BE VERIFIED BY ONE OF THE FOLLOWING OPTIONS:

### Option 1

Attend any of our offices in person with the originals and we will certify them free of charge

### Option 2

Solicitors, banks, accountants or other professional bodies are able to certify ID and directly forward it to us at [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)

### Option 3

The post office can verify up to three forms of ID for a charge

## 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
- HMRC tax notification
- Recent council tax bill

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

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

LOT

1

3.66 acres of land off Wisbech Road,  
Walpole St Andrews, Wisbech,  
Cambridgeshire PE14 7HJ

Guide Price\*

£25,000-£30,000

- Parcel of arable land
- Roadside Access
- 3.66 Acres
- Vacant Possession from 1st October 2020.

### Description

An opportunity to acquire a single parcel of arable land extending to 1.48 hectares (3.66 acres) situated in a rural location near the village of Walpole St Andrew.

The land is Grade 1 upon Defra's Agricultural Land Classification Map and is described by the Soil Survey for England and Wales as belonging to the Blacktoft Soil Association of which the soils are described as being deep stoneless permeable calcareous fine and coarse silty soils.

The land is currently in an arable rotation and is cropped with wheat for the 2020 harvest.

The land lies adjacent to Wisbech Road and has access from the same.

### Location

The land is situated to the north of Wisbech Road, Walpole St Andrew, approximately half a mile west of the village centre. Walpole St Andrew is situated some 6 miles North East of the town of Wisbech and 9 miles west of the town of Kings Lynn, with good access to the A47 road network.

### Auctioneers Note

The sale is for the freehold of the property, subject to an Agricultural Holdings Act Tenancy with vacant possession from 1st October 2020

### 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, timber and mineral rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

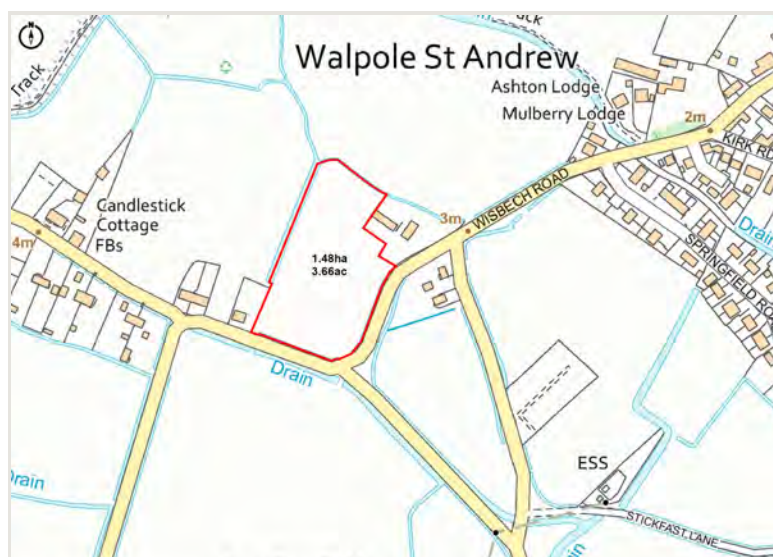
### Basic Payments Scheme

The land has been registered for the benefit of the Basic Payment Scheme, however Entitlements to claim under the Basic Payment Scheme are not owned and therefore are not included within the sale.

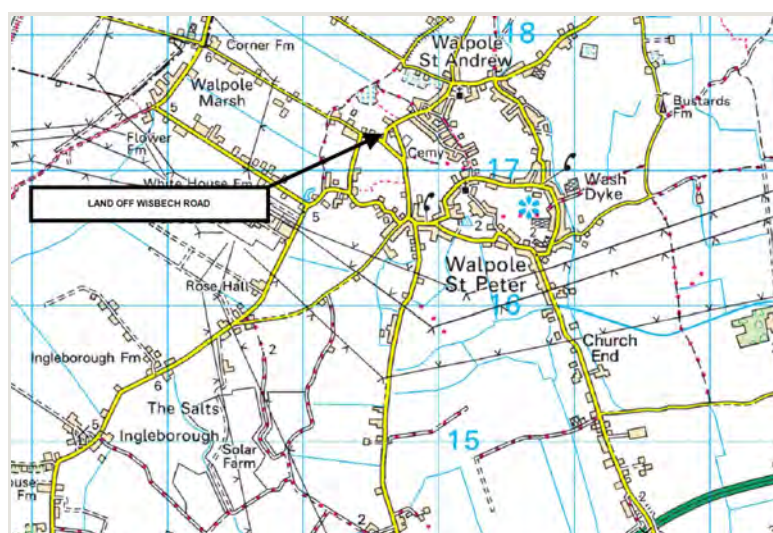
**TENURE:** Freehold

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) Or Jack Thorogood at Ward Gethin Archer, Market Place, Ely, Cambridgeshire, CB7 4NP

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



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



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

- 0.115 acre parcel of land
- Suitable for amenity use
- Rural location
- Freehold with Vacant Possession

**Description**

An opportunity to acquire a small parcel of land located at Water End, Ashdon, extending to approx. 0.115 acres (0.047 hectares), situated in the North Essex countryside.

The land lies adjacent to agricultural land and opposite a residential dwelling, and is accessible via an unmade lane off from Water End Lane, via a recently cleared entrance that provides two parking spaces and timber five-bar gate.

**Location**

The land is situated at Water End, approx. 1.5 miles south of the popular village of Ashdon.

From the village of Ashdon, head south towards Radwinter on the Radwinter Road. Turn right on Midsummer Hill into Water End Lane and turn right into an unmade track. The woodland is situated on the right hand side opposite White Cottage.

**Planning**

An application was made in 2019 for the erection of an agricultural workers dwelling with associated outbuilding. The application (Ref: UTT/19/1353/FUL) was refused in July 2019 and a subsequent appeal was unsuccessful (APP/C1570/W/19/3235399). Please see the Uttlesford District Council website for further information.

**General Remarks & Stipulations**

The land is sold subject to any wayleaves, covenants & rights of way that may exist.

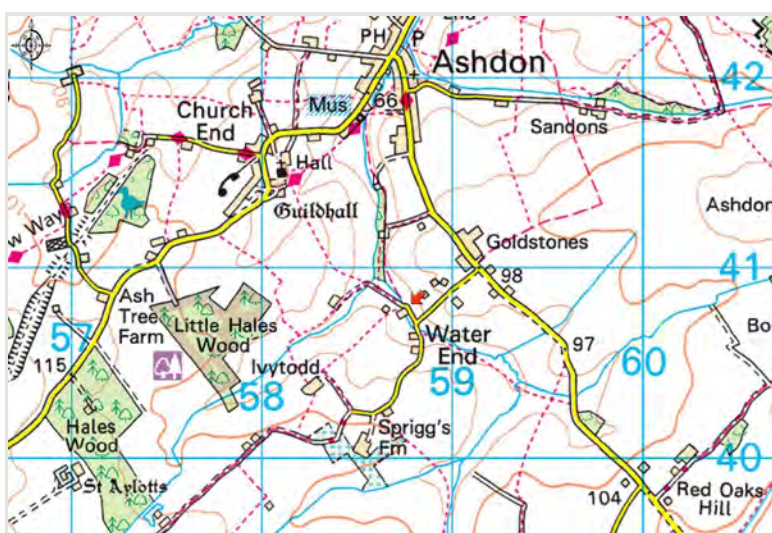
All sporting, timber & mineral rights are included in the sale in so far as they are owned.

There is an overhead electrical wire on site, which could provide supply subject to connection. It is understood that water is also available nearby.

Please refer to the auction legal pack for details.



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**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Larissa Sykes at Adept Property Lawyers, 5 Station Road, Haverhill, Suffolk, CB9 0EU

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

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

- **14.11 acres (5.71 hectares)**
- **Permanent Pasture**
- **Basic Payment Scheme Entitlements included**
- **Freehold with Vacant Possession**

**Description**

An opportunity to acquire a parcel of grassland extending to 5.71 hectares (14.11 acres) situated off Pools Road, near to the village of Witchford.

The land is Grade 3 upon Defra’s Agricultural Land Classification Map and is described by the Soil Survey for England and Wales as belonging to the Hanslope Soil Association of which the soils are described as being slowly permeable calcareous clayey soils.

The land is permanent pasture and in recent years has been used to graze cattle and cropped for hay. The boundaries are demarked by established mixed species hedgerows and post and wire fencing.

The land has good road frontage and direct access from Pools Road. A mains water supply is connected.

**Location**

The land is situated off Pools Road, approximately 1.4 miles South East of the village of Witchford where a range of amenities and facilities can be found.

Witchford is situated 2.6 miles South West of Ely and 15.4 miles North of the University city of Cambridge.

**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, timber and mineral rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

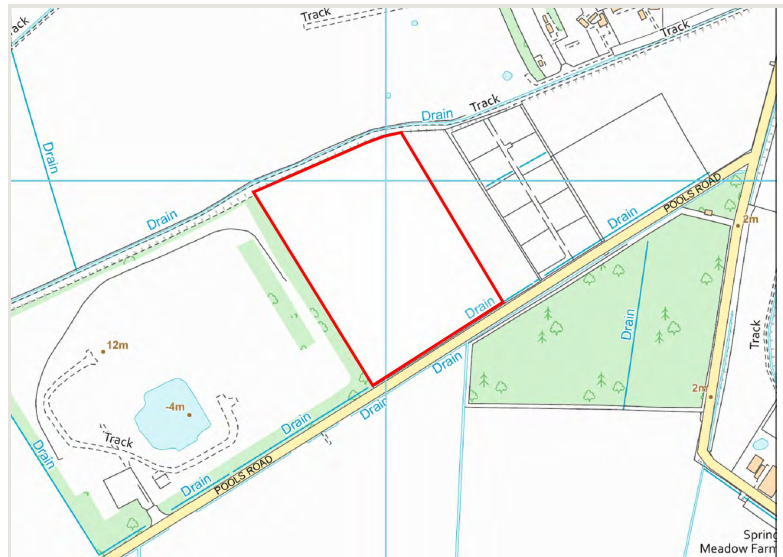
**Basic Payments Scheme**

The land has been registered for the benefit of the Basic Payment Scheme. Entitlements to claim under the Basic Payment Scheme are held by the outgoing Tenant and will be transferred to the purchaser upon completion. The purchaser will indemnify the seller and outgoing tenant in respect of any claim made by the Rural Payment Agency in respect of breaches or penalties applied to the seller or outgoing tenants 2020 Basic Payment Scheme payment following completion.

**TENURE:** Freehold with vacant possession at completion

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

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



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



LOT  
**4**

13.68 acres of Land at Eastmoor Lane,  
Doddington, March, Cambridgeshire  
PE15 0SZ

Guide Price\*  
**£110,000+**

- **13.68 Acres (5.54 Hectares) of Grade 2 Arable Land**
- **Strategic Land**
- **Freehold**
- **Vacant possession subject to harvest of the standing crop**

### Description

An opportunity to acquire a parcel of agricultural land extending to 13.68 acres (5.54 hectares) situated in a strategic edge of village location to the south of Eastmoor Lane, Doddington.

The land is in an arable rotation and is Grade 2 upon Defra's Agricultural Land Classification Map and is described by the Soil Survey for England and Wales as belonging to the Peacock Soil Association of which the soils are described as being deep humose calcareous clayey and non-calcareous fine loamy over clayey soils with some peat soils.

### Cropping History

The land is currently in an arable rotation producing good yields of winter cereals. The most recent crops are: 2020 Millet, 2019 W. Wheat, 2018 W. Wheat, 2017 W. Barley

### Location

The land is located to the South of Eastmoor Lane on the South-Eastern edge of the village of Doddington. Doddington is situated some 4 miles South-West of March and 28 miles North of Cambridge.

### Auctioneers Note

The land will be sold subject to a development overage clause reserving to the seller 25% of any uplift in value attributable to the grant of planning permission for any non-agricultural or equestrian use for a period of 25 years.

### 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, timber and mineral rights are included in the sale so far as they are owned. Please refer to the Auction Legal Pack for details.

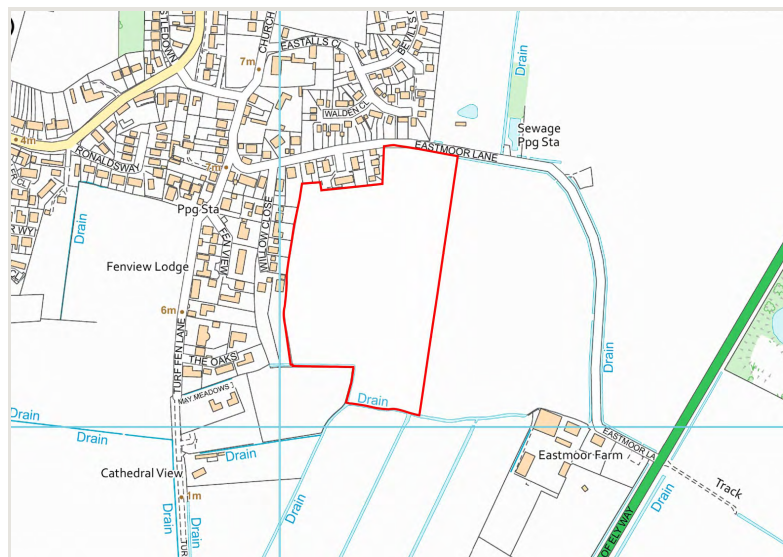
### Basic Payments Scheme

The land has been registered for the benefit of the Basic Payment Scheme. Entitlements to claim under the Basic Payment Scheme are held by the outgoing Tenant and are not included within the sale.

**TENURE:** Freehold with vacant possession

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

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

LOT  
**5**

21A Broad Street, March,  
Cambridgeshire PE15 8TP

Guide Price\*

**£150,000-£175,000**

- **Attractive 3 storey commercial building**
- **Prominent town centre location**
- **Currently let to Holland & Barrett**
- **Freehold**
- **Would suit owner occupier or investor buyer**

### Description

A chance to purchase an attractive 3 storey building on the eastern side of Broad Street in the heart of the popular Fenland market town of March.

The property features a retail sales area on ground floor level with 7.6m frontage and large shop display window. There is also a lobby with stairs to first floor, and access to the Cellar, which has reduced head height but offers extra storage space.

At first floor level is landing with fire escape door to rear. There is a large Store Room (4.6m x 5.15m) with windows to front; Office (2.07m x 4.74m) with window to front; Staff Room with kitchenette, water heater and window to rear; Cloakroom with WC and wash hand basin.

At second floor level a landing gives access to 3 further ancillary rooms with windows variously to front and rear.

The property has an approximate gross internal area of 190m<sup>2</sup> (2,046ft<sup>2</sup>). EPC Rating - D

The property offers a good opportunity to an investor or owner occupier, and may lend itself to alternate uses STP.

### Location

21A is found in the prime retail area of March, with other retailers in close proximity including Boots, Superdrug, Brakes, WH Smith, Heron frozen foods, and with a Sainsbury's supermarket to the rear of the property. March is a busy Fenland town, located midway between Huntingdon, Peterborough and King's Lynn. The town boasts a range of shops, facilities and services.

### Tenancies

The property is currently fully let to Holland & Barrett Retail Ltd at a rent of £5,000 per annum (exclusive of VAT), with the rental term ending on the 23rd June 2021. The lease excludes Sections 24-28 of the Landlord and Tenant Act 1954, with each party able to break with 8 weeks' notice. See legal pack for further details.

### Auctioneers Note

The property is not subject to VAT.

**TENURE:** Freehold subject to lease

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

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



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

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

# Auctioneer's Note

## How to bid

### This will be a live webcast auction with remote bidding only.

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



#### ONLINE

Registration via the Essential Information Group auction portal



#### PROXY BID

Submitting the Cheffins proxy bid registration form



#### TELEPHONE

Submitting the Cheffins telephone bid registration form

### All bidding methods will require:

- Interested parties to register with the auction team at least **48 HOURS BEFORE THE AUCTION** (and the earlier the better).
- Bidders will need to complete registration forms and prove their identity before the auction, and only then will their application to bid be accepted.

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.

- **Historic Grade II Listed retail premises**
- **Potential mixed use development opportunity, subject to planning**
- **Available with vacant possession**
- **Close proximity to the town centre**

### Description

A wonderful opportunity to purchase an attractive and notable property, in the heart of the Fenland market town of Wisbech.

The building has been in family ownership for a number of years, and currently trades as a toy shop. However, it is considered that the property may be a potential for mixed-use development, STP. The ground floor retail space can be occupied as one or split to form up to three self contained areas, while the upper floors provide further potential to add value. There is a service yard located to the rear of the property, on New Bell Lane.

### Location

The subject property is situated in the centre of the town, on Hill Street which leads onto Union Street and the Market Place, and therefore close to the retail hubs in Market Place and Horsefair Shopping Centre

### Planning

We understand that 26 Hill Street is Grade II Listed (list entry number: 1126682), and the local authority is Fenland District Council.

### Auctioneers Note

The property has a rateable value of £15,000 (Valuation Office Ratings list 2017). The rates payable for 2019/2020 are therefore £7,485,(calculated at the standard business rate multiplier and ignoring the effects of any phasing or relief). Interested parties are advised to contact Fenland District Council Planning Department for further information on 01354 654321.

The Accommodation comprises:

|              | Sq M   | Sq Ft |
|--------------|--------|-------|
| Second Floor | 24.99  | 269   |
| First Floor  | 123.37 | 1,328 |
| Ground Floor | 123.37 | 1,328 |
| Total        | 271.64 | 2,924 |

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or John Thorogood at Ward Gething Archer, Market Place, Ely, Cambs, CB7 4QN

**VIEWING:** Cheffins Commercial Department 01223 213666



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

- **Mixed use investment opportunity**
- **Ground and basement floor takeaway with self-contained residential accommodation on upper 2 floors**
- **Current rental income of £13,000 per annum but with rent review outstanding**
- **Freehold**

### Description

The property comprises a prominent 4 storey mixed use property, of brick walls beneath a part pitched and part flat roof, located in the heart of the north Hertfordshire town of Baldock.

At ground floor, there is a takeaway trading area with large display window frontage, behind which is a substantial commercial kitchen, 2 cloakrooms and a lobby area with rear pedestrian access. Beneath the ground floor is a full-height basement, which is used for the storage and preparation of food.

The first floor accommodation is accessed by a separate door to the rear of the building (12a) off Sun Street. A staircase leads to a central landing area, which in turn gives access to: Living Area with laminate flooring, a range of dated MDF base and wall units, stainless steel sink, gas boiler; Shower Room with old white WC, wash hand basin and shower; Bedroom with laminate flooring; Kitchen with laminate flooring and a range of MDF base and wall units, and stainless steel sink; Bathroom with old white WC, wash hand basin and bath.

It is understood that at second floor level there is a further living/bedroom and a Shower Room. Please note that the second floor accommodation has not been inspected by the auctioneers.

### Location

The property is located on the busy Whitehorse Street, adjacent to the High Street. The market town of Baldock benefits from a range of shops, facilities and services. Nearby occupiers include a range of national and local traders. There are excellent transport links, including rail services to London and Cambridge.

### Tenancies

The property is let and trading as Baldock Pizza, at a rent of £13,000 per annum. The original tenancy commenced on the 25th March 2004 for a term of 16 years, with the tenant now holding over. The latest rent review is outstanding.

**TENURE:** Freehold subject to existing tenancy

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Isabel Wightman-Cooper at Birketts, 22 Station Road, Cambridge, CB1 2JD

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



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

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

- **Attractive commercial building fully let to Moss Bros Group Plc**
- **Central city location**
- **Current rent of £80,000 per annum excluding VAT**
- **Freehold**

### Description

A wonderful opportunity to purchase a prominent commercial building in the heart of the thriving city of Norwich, Norfolk. The accommodation is arranged over 3 storeys with a further basement and is fully let to Moss Bros Group Plc.

The Grade II Listed building is ideally located close to a number of prime retailers such as Bills, Game, Holland & Barrett, Greggs, SpecSavers, Primark, Santander, Five Guys and the Castle Quarter retail centre.

The ground floor of the property boasts a substantial sales area with large window frontage. The sales area (including stairs, fitting rooms and window beds) is 145m<sup>2</sup>, with a further 21m<sup>2</sup> of off sales area.

Beneath the ground floor is a cellar which offers further storage space.

The first floor level is predominantly open plan and very well lit, featuring a central sales area with fitting rooms, and a further divided stock room. The sales area (including stairs and fitting rooms) is 115m<sup>2</sup>, with a further 28m<sup>2</sup> of off sales area.

At second floor level, there are 2/3 ancillary stockrooms, an office, a kitchen/staffroom and cloakrooms. The second floor area (including central atrium) is 143m<sup>2</sup>.

There is side access to a service walkway. The building may have longer term potential for alternative uses STP.

### Location

The building lies in the centre of the busy city, which boasts a wide range of shops, facilities and services along with good public transport links.

### Tenancies

The building is let to Moss Bros Group Plc at a current rent of £80,000 per annum. The current 10 yr lease runs until the 27th August 2023, with no breaks. See legal pack.

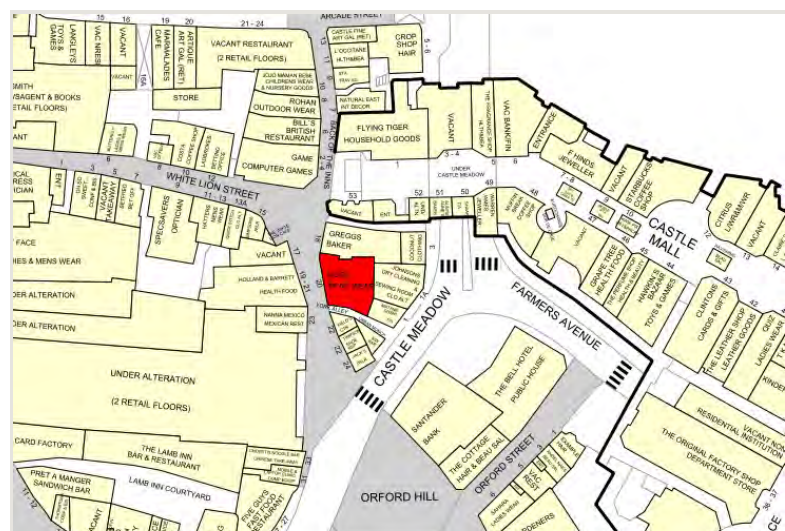
### VAT

VAT is payable on the purchase price.

**TENURE:** Freehold subject to tenancy

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Nicola Kilby at Knights, 34 Pocklington Walk, Leicester, LE1 6BU

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



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

- **Town Centre commercial investment**
- **Two let ground & first floor retail units producing £36,000 per annum**
- **Second/third floor offices with expired planning permission for 7 bed HMO**
- **VAT free**

### Description

The property comprises a four-storey building of brick construction which is rendered externally beneath a pitched and flat tile roof.

The property is split into three parts with the ground floor let to The Little Beauty Box beauty salon and The Lancer Indian restaurant who also occupy the entire first floor which includes a residential flat. The second and third floors provide vacant office accommodation which are accessed via an entrance off the High Street.

### Location

The property is well located on the north-eastern end of Newmarket High Street close to the clocktower roundabout and The Guineas car park. The property shares access to the rear with the Waggon & Horses public house on the left-hand side.

### Tenancies

30 High Street: The Little Beauty Box (U.K.) Ltd - £12,500 - 10 years from 01.08.2017 (expires 31.07.2027) - Tenant break: 01.08.2022, - Rent reviews: 01.08.2021 & 01.08.2025. Inside Landlord & Tenant Act 1954. EPC E (105)

30A and 30B High Street - Vacant

32 High Street: Private tenant T/A The Lancer - £23,500 - 20 years from 01.04.2019 (expires 31.03.2039) - Rent reviews: 01.04.2023, 01.04.2027, 01.04.203, 01.04.2035, - Includes residential flat.

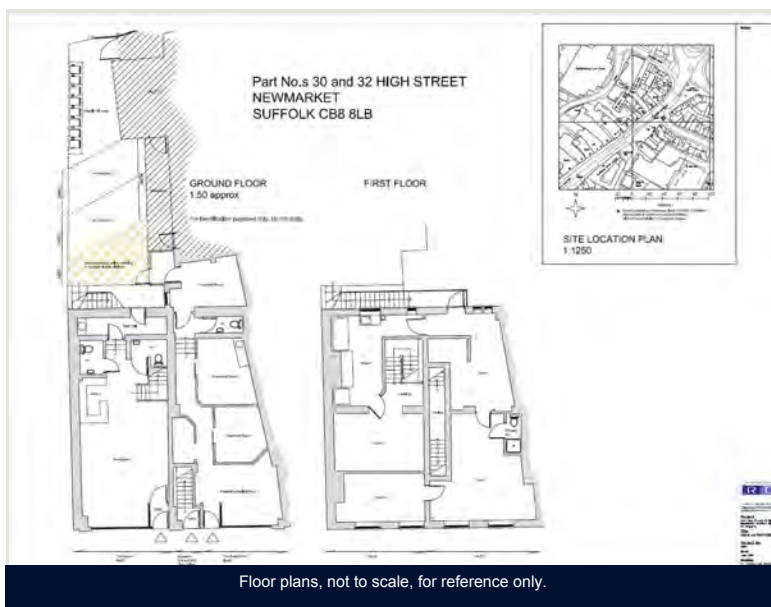
### Planning

It is understood that 30 High Street has planning permission for A1 (Shop) use and 32 High Street for A3 (Restaurant & Café). The tenant of 32 High Street obtained planning permission (16/1103/FUL) in March 2016 to convert part of the first floor to a residential flat. Planning permission to convert 30 A and 30 B High Street (two floors) to a 7-bedroom HMO was granted in July 2013 but has now expired. All interested parties are advised to make their own enquiries with West Suffolk Council Planning Department.

**TENURE:** Freehold subject to existing tenancies

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

**VIEWING:** Cheffins Commercial Department 01223 213666



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

LOT  
**10**

# Courtney Memorial Hall, The Square, Aspley Guise, Milton Keynes, Buckinghamshire MK17 8DG

Guide Price\*  
**£220,000+**

- **Former Chapel in village location**
- **Total plot of approximately 0.11 acres**
- **Change of use/development potential STP**
- **Freehold with vacant possession**

## Description

A rare opportunity to purchase a former Chapel in the heart of the popular and desirable village of Aspley Guise.

The Chapel was originally constructed in 1842 as a school, and features traditional brick walls beneath a decorative pitched tiled roof.

Inside the property, the Chapel features the following accommodation:

Main hall area (6.45m x 12.3m) with triple aspect windows and vaulted panelled ceiling; Office Room (3.06m x 2.91m) with part panelled walls and window; Ancillary Room/Lobby (3.39m x 3.08m); Kitchen with a single base unit, butler-style sink and doors to front and rear; Cloakroom with WC and sink.

The property has a gross internal floor area of approximately 106m<sup>2</sup> (excluding outhouses).

The Chapel has not been in regular use for a number of years and requires basic repairs for its existing use or more extensive works as part of a conversion project, making it an ideal investment/development opportunity STP.

Outside: To the rear are 2 outhouse stores which are in poor condition.

The property is not listed but lies within the village conservation area. There is off-road car parking and a garden area to the rear of the building. The total plot is approximately 0.11 acres.

It is considered that there may be some scope for change of use/conversion and it is recommended that interested parties make inquiries of the local planning authority in this regard.

## Location

The property is located in the west Bedfordshire village of Aspley Guise, which boasts local facilities including public house and dentist (which are opposite the property), and also with restaurants, hotel and leisure facilities nearby. The village of Aspley Guise is approximately 1.5 miles from the mainline train station at Woburn Sands, and just a short drive from the M1 trunk road.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Paul Tollerton at Edward Conner Solicitors, 10 The point, Market Harborough, LE16 7QU

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



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



# Auctioneer's Note

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### This will be a live webcast auction with remote bidding only.

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



#### ONLINE

Registration via the Essential Information Group auction portal



#### PROXY BID

Submitting the Cheffins proxy bid registration form



#### TELEPHONE

Submitting the Cheffins telephone bid registration form

### All bidding methods will require:

- Interested parties to register with the auction team at least **48 HOURS BEFORE THE AUCTION** (and the earlier the better).
- Bidders will need to complete registration forms and prove their identity before the auction, and only then will their application to bid be accepted.

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.

- **Ground floor 2 bedroom flat**
- **Off-street parking**
- **Leasehold with vacant possession**
- **Ideal buy-to-let opportunity**

### Description

A wonderful opportunity to acquire a purpose 2 bedroom ground floor flat in a popular development, close to the town centre. The purpose built 3 storey block has a communal entrance hall with intercom system, which leads to the entrance door of No. 6, with the private accommodation comprising:

Entrance hallway with fitted carpet and emulsion to walls and ceiling; Living Room with fitted carpet, dual aspect double glazed windows, electric radiator; Kitchen with fitted carpet, double glazed window and a range of fitted base and eye level units, stainless steel sink and drainer, tiled splash backs and cupboard housing hot water cylinder; Bedroom 1 with fitted carpet, double glazed window and electric radiator; Bedroom 2 with fitted carpet, double glazed window and electric radiator; Bathroom with fitted carpet and modern white suite comprising WC, wash hand basin and bath with overhead shower, part tiled walls and double glazed window.

The property has been very well maintained and is neutrally decorated throughout.

Outside there are some modest communal garden, with a shared parking area to the left hand side of the building.

The property presents an ideal opportunity for an owner occupier or investor buyer.

Gross internal area: 53 sqm. EPC rating: D

### Location

Horn Book is approximately half a mile east of the town of Saffron Walden, which boasts a wide range of shops, amenities and services. Road links to London and Cambridge are accessible via the M11, whilst train services to London run from Audley End station, which is approximately 2 miles from the town centre.

### Auctioneers Note

The property is held on a long leasehold basis with the original 99 year lease dating from 2002, with 81 years remaining. The property has a ground rent of £150 per annum, and a annual maintenance charge of £1,674 per annum payable in 10 monthly payments.

**TENURE:** Long leasehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Eleanor Burroughs at Tees Law, 68 High Street, saffron Walden, Essex, CB10 1AD

**VIEWING:** Saffron Walden residential 01799 523656



LOT  
**12**

**116 King James Way, Royston,  
Hertfordshire SG8 7EF**

Guide Price\*

**£160,000-£170,000**

- **2 bedroom ground floor flat**
- **Private garden**
- **Investment opportunity**
- **Leasehold with vacant possession**

### Description

A well located 2 bedroom, ground floor flat in a purpose built block of similar properties, which date from the 1980's, just a short walk from the town centre and train station.

The flat is situated in the heart of an established residential development in Royston town centre and boasts the following accommodation:

A Communal Entrance to the block leads to; Entrance hall with fitted carpet and 2 storage cupboards; Sitting Room (4.5m x 3.1m) with fitted carpet, radiator and window to front; Kitchen with lino flooring and a range of modern MDF base and wall units, stainless steel sink, fridge/freezer and washing machine, along with Worcester combi-boiler; Bedroom 1 (3.06m x 3.09m) with fitted carpet, radiator, fitted wardrobes and window to rear; Bedroom 2 (2.8m x 2.5m max) with fitted carpet, radiator, window and door to garden; Bathroom with lino flooring, radiator and suite comprising WC, wash hand basin and bath with over-head electric shower.

The gross internal area of the property is 49m<sup>2</sup> (525ft<sup>2</sup>)

EPC - C

Outside: The flat benefits from a private garden (6m x 6.4m) which features an area of paving, a small lawn area and beds to the parameter, all of which are enclosed by mature hedges.

The property has a communal parking area to the right hand side of the block.

116 King James Way presents an ideal opportunity for an owner occupier or investor buyer, with the ability to add value with internal updating and lease extension.

### Auctioneers Note

The property was granted a 99 year lease on the 1st October 1983, and thereby has 63 years remaining.

The ground rent is £50 per annum, while it is understood the service charge for 2019 was £1,320 per annum.

**TENURE:** Leasehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Catherine Banks at Tees Law, Tees House, 95 London Road, Bishops Stortford, Herts, CM23 3GW

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



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

LOT  
**13**

**34 Bramley Way, Hardwick,  
Cambridge, Cambridgeshire CB23 7XE**

Guide Price\*  
**£125,000+**

- **3 bed semi-detached house**
- **In need of complete refurbishment/repair**
- **Water and fire damaged**
- **Freehold with vacant possession**

### Description

A 3 bed semi-detached house, which is understood to date from 1976, of brick cavity construction beneath a pitched tiled roof, in a popular cul-de-sac location.

The house is in need of complete refurbishment and repair following water and fire damage, but provides a wonderful project for a potential buyer.

The internal accommodation comprises:

Ground floor: Entrance Hall with stairs to first floor; Sitting Room (3.99m x 4.47m) with old gas fire and window to front; Dining Area (2.6m x 2.7m) with window to rear; Kitchen with a single base unit, stainless steel sink and with window and door to rear.

First floor: Landing with airing cupboard; 3 Bedrooms; Bathroom with pink WC, wash hand basin and bath.

The Gross Internal Area of the house is 74m<sup>2</sup>.

Outside: There is off road parking space for 2 cars to the front, which also leads to an attached single garage. To the rear is an enclosed garden which is in need of clearance and reseeded.

The accommodation has been damaged by water, most notably affecting the first floor joists and floor timbers, as well as the ceiling coverings at ground floor level. Furthermore, there is smoke damage to the majority of the rooms in the first floor of the property. The garage is also very dilapidated and requires a new roof and part of the rear elevation requires replacement.

The property presents an opportunity for an buyer to completely refurbish the accommodation and add value to the property.

### Location

34 Bramley Way is situated on an established residential cul-de-sac, in the heart of the village of Hardwick. The popular village boasts amenities including, village shop, post office, pub along with primary school, and is within the Comberton Village College catchment area. Hardwick is only 6 miles to the west of Cambridge, making it an ideal commuter location.

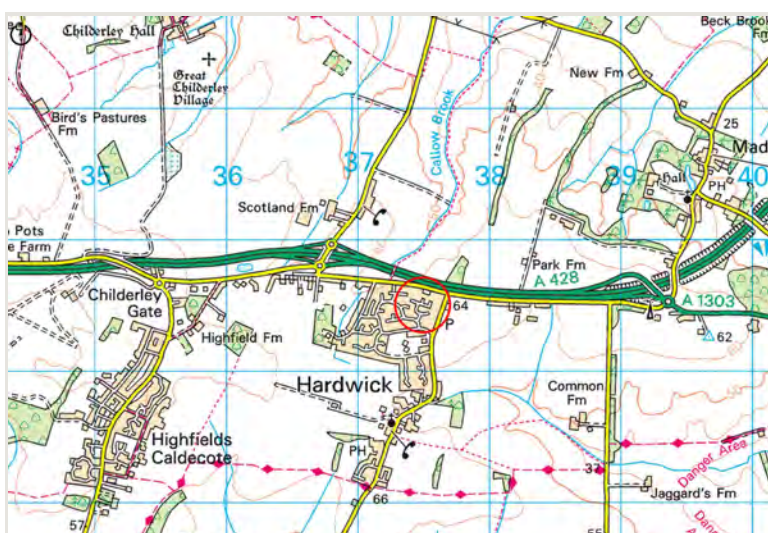
**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Julia Schofield at Hayward Moon Solicitors, 11 High Street, Histon, Cambridge, CB24 9JD

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



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

LOT  
**14**

# Honey Horsefield Cottage, Valley Wash, Hundon, Sudbury, Suffolk CO10 8EJ

Guide Price\*

**£200,000+**

- **Grade II Listed Cottage**
- **Requires updating/refurbishment**
- **Picturesque rural setting**
- **Freehold with vacant possession**

## Description

A wonderful chance to acquire a beautiful example of a Grade II Listed thatch cottage, situated in an idyllic spot overlooking horse paddocks to the side. The property is in need of some repair and refurbishment and therefore offers a wonderful chance to owner occupiers or investors alike.

Honey Horsefield Cottage has a thatched roof over predominantly timber elevations with attractive pink render. The internal accommodation comprises:

Ground floor: Entrance hall with cast iron spiral staircase to first floor; Bathroom with freestanding, claw foot, roll top bath, WC, wash hand basin and window to side; Lounge (4.7m x 2.67m) with inglenook fireplace and log burner, exposed ceiling and wall timbers and windows to front and rear; Kitchen (4.17m x 2.67m) with country style base units, exposed red brick wall, wall and ceiling timbers, door and window to front and stairs to Bedroom 2/Landing.

First Floor: Bedroom 1 (3.45m x 2.62m) with exposed timbers, red brick chimney breast, storage cupboard and window to front; Bedroom 2/Landing (2.74m x 2.13m) with window to side; Study with reduced head height and accessed via a separate staircase.

The property sits in the centre of its plot with gardens to the front and rear, mainly laid to lawn, but with mature perimeter beds.

The property is in need of some internal updating/refurbishment, and also requires strengthening of some of the roof timbers beneath the thatch covering.

## Location

The cottage has a peaceful rural setting, bordered by paddocks. The charming and picturesque village of Hundon, with its highly regarded primary school, public house and village shop is located approximately six miles North East of the thriving market town of Haverhill and is within easy reach of the A143 providing access to Bury St Edmunds. Cambridge is approximately 22 miles distant, M11 (15 miles approx), Saffron Walden (18 miles approx).

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Cathy Buck of Adams Harrison, 52a High Street, Haverhill, CB9 8AR

**VIEWING:** Cheffins Haverhill office 01440 707076



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

- **Attractive end-terrace house in need of full refurbishment**
- **City centre location**
- **Ideal investment/renovation opportunity**
- **Freehold with vacant possession**

### Description

An excellent chance to acquire an end of terrace 3 bedroom house in a desirable city location.

The house is in need of complete refurbishment and may lend itself to extension (STP), and therefore offers a wonderful opportunity to owner occupiers and investment buyers alike.

The property dates from the turn of the 20th century and is of solid brick construction beneath a pitched slate covered roof with the internal accommodation comprising:

Ground floor: Entrance Hall with timber board flooring; Sitting Room with bay window and timber frame sash window; Dining Room with timber board floor, gas fire and window to rear; Breakfast Room with sash window; Kitchen with a range of base and wall units, stainless steel sink and door to garden; Cloakroom with white WC and grey wash hand basin.

First floor: Central landing gives access to 3 bedrooms; Cloakroom (with WC removed); Bathroom with coloured wash hand basin, bath, and a single glazed window to side.

The GIA is approximately 102m<sup>2</sup>.  
EPC Rating - F.

Outside: The property has a small frontage with path to front door. To the rear (which can also be accessed by foot around the rear of the terrace) is a good sized garden, mainly laid to grass but also featuring 2 large trees.

The property is in need of full refurbishment and some repair, but offers an increasingly rare chance to extend and add value to a centrally located property.

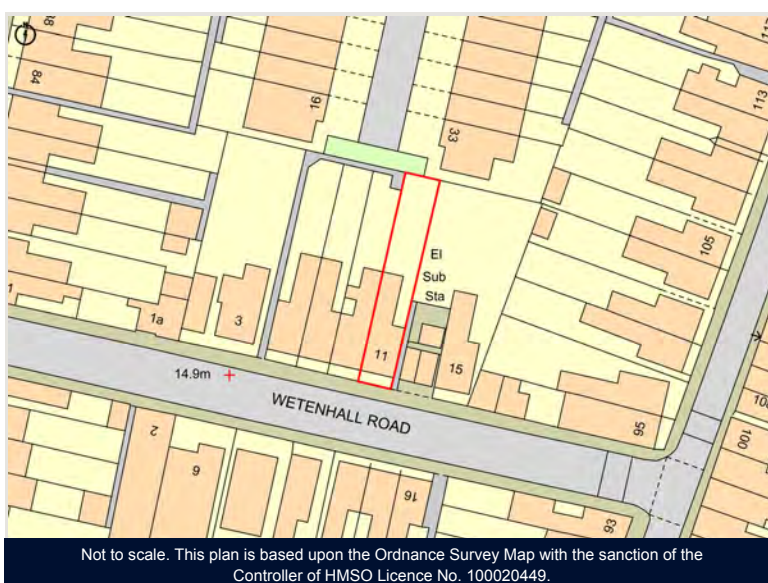
### Location

The house occupies an end of terrace location, midway along the popular Wetenhall Road, just to the north of the popular Mill Road area of Cambridge. The house is a short walk from a range of shops, facilities and services that exist in the Mill Road area, and approximately 1 mile from the heart of the historical Cambridge City centre.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Fiona Sinclair at Tees Law, Titan House, Castle Park, Castle Street, Cambridge, CB3 0AY

**VIEWING:** Cheffins Residential Department 01223 214214



LOT  
**16**

# London House (The Old Post Office), The Street, Great Thurlow, Haverhill, Suffolk CB9 7LA

Guide Price\*  
**£250,000+**

- **Detached former Post Office with consent for residential dwelling and detached annex with gardens**
- **Refurbishment/development opportunity**
- **Popular village location**
- **Freehold with vacant possession**

## Description

London House is an attractive detached building of timber frame construction with pink rendered elevations, in a picturesque part of the popular village of Great Thurlow. The substantial Grade II Listed building, which is understood to date from the 17th Century, was formerly used as a post office, from which it retains its mixed-use configuration.

The property is in need of refurbishment, and has recently received planning permission and Listed Building consent, to form a residential dwelling and residential annex, making it ideal for owner occupiers and developers alike.

Full details of the well designed scheme can be found under planning ref: DC/17/1853/LB. The scheme grants permission for the re-ordering of the main building to provide the following accommodation:

Ground floor: Entrance Hall with stairs to first floor; Study; Sitting Room; Kitchen/Breakfast Room; Utility Room; Cloakroom.

First floor: Central Landing gives access to 3 Bedrooms; Family Bathroom; one En-suite Shower Room.

The gross internal floor area of the proposed layout is approx 190m<sup>2</sup>. EPC F

In addition to the main dwelling, an existing weather-boarded outbuilding to the rear of the house has also been given consent to convert to a detached 1 Bedroom annex, with Living Area, Kitchen, Bedroom with En-suite Bathroom, along with a pair of garages. The GIA is approx. 84m<sup>2</sup>.

The total plot of approx. 0.12 acres provides parking for 2 cars and westerly facing gardens, marked by a new fence between the property and the recently approved scheme to the rear.

## Location

The attractive village of Great Thurlow lies in the south west corner of Suffolk, 3 miles to the north of the busy town of Haverhill, which offers a range of shops and services.

**TENURE:** Freehold with vacant possession

**LEGAL PACK:** [www.cheffins.co.uk/auctions/property-auctions](http://www.cheffins.co.uk/auctions/property-auctions) or Thomas Andrews at Taylor Vinters, Merlin Place, Milton Road, Cambridge, CB4 0DP

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



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

# Changes to anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

As a result of the changes made to the anti-money laundering regulations and legislation which came into effect on Monday 26 June 2017.

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

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

We cannot accept scanned copies and must receive either the original documents, or copies certified by a professionally recognised individual.

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive certified ID, we will be unable to bid on your behalf.
- If you plan to bid in the auction room, you must bring both items with you on the day to show our team when you register.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract.

**A list of suitable options is available below.**

## YOUR TWO FORMS OF IDENTIFICATION CAN BE VERIFIED BY ONE OF THE FOLLOWING OPTIONS:

### Option 1

Attend any of our offices in person with the originals and we will certify them free of charge

### Option 2

Solicitors, banks, accountants or other professional bodies are able to certify ID and directly forward it to us at [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)

### Option 3

The post office can verify up to three forms of ID for a charge

## 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
- HMRC tax notification
- Recent council tax bill

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

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



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- Bidders will need to complete registration forms and prove their identity before the auction, and only then will their application to bid be accepted.

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.

# Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

## GLOSSARY

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

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

Wherever it makes sense:

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

### ACTUAL COMPLETION DATE

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

### ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

### Agreed COMPLETION Date

Subject to CONDITION G9.3:

- a) the date specified in the SPECIAL CONDITIONS; or
- b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

### Approved Financial Institution

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

### ARREARS

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

### ARREARS Schedule

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

### AUCTION

The AUCTION advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The AUCTIONEERS at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### Catalogue

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

### COMPLETION

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

### Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

### CONTRACT

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

### CONTRACT DATE

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

- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- b) if CONTRACTS are exchanged, the date of exchange. If exchange is not affected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

### EXTRA GENERAL CONDITIONS

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

### Financial Charge

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

### General Conditions

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

### INTEREST RATE

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

### LOT

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

### Old ARREARS

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

### PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

### PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

### PRICE

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

### Ready To Complete

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

### SALE CONDITIONS

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

### SALE MEMORANDUM

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

### SELLER

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

### SPECIAL CONDITIONS

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

### TENANCIES

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

### TENANCY SCHEDULE

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

### TRANSFER

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT OPTION

An option to tax.

### WE (and US and OUR)

The AUCTIONEERS.

### YOU (and YOUR)

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

# Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

### A2 OUR role

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

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.
- A2.2 OUR decision on the conduct of the AUCTION is final.
- A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
- A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
- A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

### A3 Bidding and reserve PRICES

- A3.1 All bids are to be made in pounds sterling exclusive of VAT.
- A3.2 WE may refuse to accept a bid. WE do not have to explain why.
- A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
- A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE, the LOT will be withdrawn from the AUCTION.
- A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

### A4 The PARTICULARS and other information

- A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.
- A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.
- A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.
- A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

### A5 The CONTRACT

- A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT. Conditions in their entirety.
- A2.1 As agents for each SELLER we have authority to
- A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION
- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.
- A5.4 If YOU do not WE may either
- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
- (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
- (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
- (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
- (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.
- A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

### A6 Extra Auction Conduct Conditions

- A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £.....(or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

## GENERAL CONDITIONS OF SALE

### G1 The LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
- (b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER, but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

### G2 Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).
- G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

### G3 Between CONTRACT and COMPLETION

- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- (c) gives no warranty as to the adequacy of the insurance;
- (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
- (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

# Common Auction Conditions

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## G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
- (c) If title is in the course of registration, title is to consist of:
  - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
  - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS, as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

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

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

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

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

## G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

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

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER

- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
- (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
- (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

## G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER's conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

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

- (a) direct TRANSFER from the BUYER's conveyancer to the SELLER's conveyancer; and
- (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER's conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER's conveyancer's client account or as otherwise required by the terms of the CONTRACT.

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

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

## G7 Notice to complete

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

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

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

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

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

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

## G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

## G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

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

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must

- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
- (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly

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

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

## G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned on the ACTUAL COMPLETION DATE unless:

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

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

# Common Auction Conditions

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- G19.5 Where relevant:
- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
  - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- G20 TUPE**
- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:
- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
  - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
  - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
  - (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.
- G21 Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22 Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:
- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
  - (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
  - (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23 Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:
- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 TENANCY renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:
- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:
- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION, the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
- (a) hold the warranty on trust for the BUYER; and
  - (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26 No assignment**
- The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27 Registration at the Land Registry**
- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
  - (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
  - (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
- (a) apply for registration of the TRANSFER;
  - (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
  - (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.
- G28 Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29 CONTRACTS (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.
- G30 EXTRA GENERAL CONDITIONS**
- G31.1 The Important Buyers Information contained at the front of this catalogue forms part of these Extra General Conditions.

# Changes to anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

As a result of the changes made to the anti-money laundering regulations and legislation which came into effect on Monday 26 June 2017.

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

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

We cannot accept scanned copies and must receive either the original documents, or copies certified by a professionally recognised individual.

- If you intend to bid by telephone, proxy bid or online, we will require this information BEFORE the day of the auction. If we do not receive certified ID, we will be unable to bid on your behalf.
- If you plan to bid in the auction room, you must bring both items with you on the day to show our team when you register.
- If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed by a company director prior to signing the contract.

**A list of suitable options is available below.**

## YOUR TWO FORMS OF IDENTIFICATION CAN BE VERIFIED BY ONE OF THE FOLLOWING OPTIONS:

### Option 1

Attend any of our offices in person with the originals and we will certify them free of charge

### Option 2

Solicitors, banks, accountants or other professional bodies are able to certify ID and directly forward it to us at [kelly.peacock@cheffins.co.uk](mailto:kelly.peacock@cheffins.co.uk)

### Option 3

The post office can verify up to three forms of ID for a charge

## 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
- HMRC tax notification
- Recent council tax bill

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

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

# Telephone, Proxy & Online Bidding Registration Form

**CHEFFINS**

I WISH TO BID BY  TELEPHONE  PROXY  ONLINE

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

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

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

Lot No:

Lot Address:

Maximum Proxy Bid: £

(in words)

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

Cheque attached for £

(being 10% of your maximum bid (subject to a minimum £3,000) plus Buyers Administration Fee of £500 plus VAT).

For telephone bidding you may prefer to give us a signed blank cheque made payable to 'Cheffins'. Please note that if you are unsuccessful in your bid then any cheque will be destroyed unless otherwise instructed.

**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)**

## PROPOSED PURCHASER

Contract Name(s):

Company:

Address:

Telephone No:

## SOLICITORS DETAILS

Contact Name:

Company:

Address:

Signed by the proposed purchaser:

Dated:

## CHECKLIST: I HAVE INCLUDED THE FOLLOWING

- Signed & dated Telephone, Proxy and Online Bidding Registration Form.
- Signed Sale Memorandum
- Initialed Special Conditions of Sale (if applicable)
- Signed blank cheque for the deposit and Buyers Administration Fee
- Documentation to confirm your name and residential address (please see Anti-Money Laundering Regulations at the front of the catalogue)
- Signed terms and conditions



# 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:

- 1 Complete the attached bidding form ("Bidding Form") stating their preferred method of bidding, together with a separate sale memorandum ("Sale Memorandum") (on the inside back cover of the auction catalogue) for each lot ("Lot") involved; and
- 2 Read and accept Cheffins' privacy policy, which is available on its website [www.cheffins.co.uk](http://www.cheffins.co.uk).

Internet bidders must complete their registration at least 24 hours before the auction commences.

### All bidders registering by post must provide the following documents ("Documents") in order for registration to be successful:

- (a) a completed and signed Bidding Form;
- (b) a signed copy of the Sale Memorandum;
- (c) a signed or initialled copy of the Special Conditions (if relevant);
- (d) an instruction to its bank to transfer the deposit to our bankers (as detailed in the Important Buyers Information available at <http://www.cheffins.co.uk/property-auctions>) using the "Clearing House Automated Payment System"; or
- (e) a banker's draft, solicitors' client account cheque, or personal cheque, which must be drawn on a UK clearing bank account of the bidder and made payable to Cheffins, and be for the greater of:
  - (i) 10% of the maximum amount the bidder intends to bid for the Lot or;
  - (ii) £3,000.
- (f) Copies of documents to satisfy the Money Laundering Regulations 2017.

No price is to be inserted in each relevant Sale Memorandum.

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

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

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

## General Bidding Procedure

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

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

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

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

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

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

## Telephone and Proxy Bidding

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

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

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

# Telephone, Proxy & Online Bidding Terms & Conditions continued

**CHEFFINS**

## Internet Bidding

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

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

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

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

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

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

## Successful Bids

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

On a successful bid the auctioneer will sign the Sale Memorandum on behalf of the 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 cheque 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.

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

## Limitation on liability

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

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

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

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

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

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

## General provisions

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

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

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

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

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

## Contact us and complaints handling:

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

# Sale Memorandum

**CHEFFINS**

The **lot**

The **price** (excluding any VAT)

£

**Deposit paid**

£

Balance **payable**

£

Name and address of **seller**

Name and address of **buyer**

Name and address of **buyer's solicitors**

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**. We acknowledge receipt of the deposit.

Signed by the **buyer**

Date

Signed by us as the **agent** for the **seller**

Date

**CHEFFINS**

Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA T 01223 213777  
[cheffins.co.uk](http://cheffins.co.uk)

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