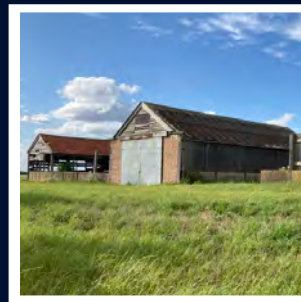


CHEFFINS



Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 15th September 2021, 2.00pm

Important Buyers' Information

(Forming part of the Conditions of Sale)

1. Conditions of Sale

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

2. Inspection of Properties

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

3. Buyers' Registration

Purchasers 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

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 15th September 2021, 2.00pm

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

ORDER OF SALE (unless sold prior or withdrawn)

- | | |
|---|---|
| LOT 01 Land at 93 Earith Road, Willingham, Cambridge, | LOT 11 40, 40A & 40B High Street, Saffron Walden, Essex |
| LOT 02 1.03 acres of grassland, West End Road, Fenstanton, Cambridgeshire | LOT 12 95/97 Connaught Avenue, Frinton-on-Sea, Essex |
| LOT 03 Land at Starlings Green, Clavering, Saffron Walden, Essex | LOT 13 24 Kingston Street, Cambridge, Cambridgeshire |
| LOT 04 Land off Twentypence Road, Cottenham, Cambridgeshire | LOT 14 69 Howard Road, Cambridge, Cambridgeshire |
| LOT 05 6.21 acres of land to rear of Main Street, Pymoor, Ely, Cambridgeshire | LOT 15 12 High Street, Knapwell, Cambridgeshire |
| LOT 06 Land at Pygore Drove, Main Street, Pymoor, Ely, Cambridgeshire | LOT 16 45 Post Street, Godmanchester, Cambridgeshire |
| LOT 07 Barns at Barrowfield Farmyard, Isleham Road, Fordham, Ely, Cambridgeshire | LOT 17 497 Herne Road, Ramsey St Marys, Huntingdon, Cambridgeshire |
| LOT 08 Stone Pit Hill Barns, Isleham Road, Fordham, Ely, Cambridgeshire | LOT 18 39 Camel Road, Littleport, Ely, Cambridgeshire |
| LOT 09 1-2 Chantry Way, High Street, Haverhill, Suffolk | LOT 19 Barns at New House Farm, New House Lane, Ashdon, Saffron Walden |
| LOT 10 69 London Road North, Lowestoft, Suffolk | |

ENTRIES ARE NOW BEING INVITED FOR OUR 2021 AUCTIONS

Wednesday 8th December 2021 (catalogue closes 5th November 2021)

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

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.

- 2.96 acres of unmanaged woodland
- Edge of village location
- Road frontage
- Freehold with vacant possession

Description

An opportunity to purchase a single parcel of woodland totaling 2.96 acres (1.198 hectares) on the edge of the popular Cambridgeshire village of Willingham.

The eastern boundary of the land fronts Earith Road, with the generally rectangular shaped parcel bordering arable land to the north, and a smaller triangular shaped area of woodland to its southern boundary.

The land has not been actively maintained or managed for a number of years and is therefore overgrown and would benefit from clearance.

It is understood that there was a small structure on the land, but this is now derelict and no longer serviceable.

Wayleaves, Easements, Covenants and Rights of Way

The property will be sold subject to and with the benefit of all wayleaves, easements, covenants and rights of way. please see legal pack for more information.

Location

The land is situated to the north of the main village of Willingham, which itself is around 12 miles north-west of Cambridge in the county of Cambridgeshire.

Heading north from the centre of the village, the land can be found on the left hand side, fronting the B1050 Earith Road, opposite number 82 Earith Road.

Auctioneers Note

The area of land to be sold totals 2.96 acres and comprises of all the land held within Title number CB227289. Buyers should note that this area does not include the entirety of the woodland block - see legal pack and Title plan for further details.

The land will be sold subject to an overage clause - please legal pack for details.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Ann-Marie Casey of LCF Law, One St James Business Park, New Augustus Street, Bradford, BD1 5LL

VIEWING: Attend the site at all reasonable times



Image taken from Title Plan - for reference only.



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

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

LOT
2

1.03 acres of grassland, West End Road, Fenstanton, Cambridgeshire PE28 9HT

Guide Price*
£26,000+

- 1.03 acres of grassland
- West of the village of Fenstanton
- Freehold with vacant possession

Description

An opportunity to purchase a parcel of grassland extending to 1.03 acres (0.41 hectares), located to the west of the village of Fenstanton and adjacent to the A1307 Cambridge Road (former A14).

The land comprises a single, level parcel of land mainly laid to grass with some self-seeded trees. The parcel is partly bordered with post and rail fencing, and part hedgerow with post and wire fencing.

The land is accessed via a gateway directly from West End Road.

The land does not benefit from mains electricity or water connection.

Location

The land is situated to the west of the village of Fenstanton, approximately 12 miles north west of the city of Cambridge.

From Cambridge head west on the A1307 Cambridge Road before turning off at junction 27. Take the first left hand turn marked Conington/Histon and follow the road for approximately 0.7 miles to the junction adjoining Hilton Road. Turn right at the junction and then take the first left hand turn onto West End Road. At the next junction turn right and continue to the end (most northerly point) of West End Road.

The land can be found on the left hand side at the end of the road, opposite the entrance to the bowls club.

General Remarks & Stipulations

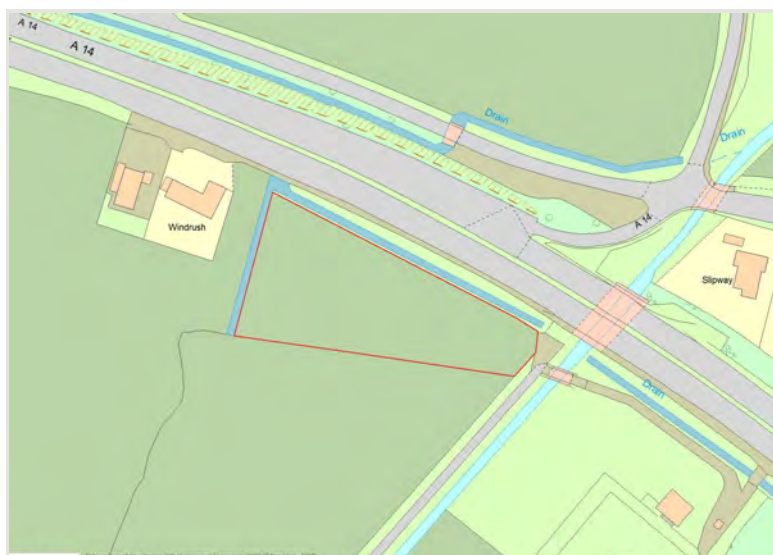
The land is sold subject to any wayleaves, covenants and rights of way that may exist.

All sporting, timber and mineral rights are included in the sale in so far as they are owned. Please refer to the auction legal pack for details.

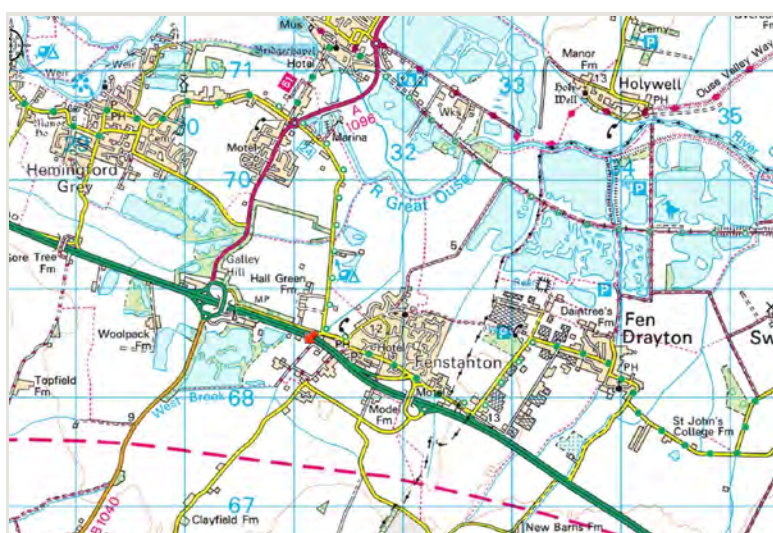
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Emily Pumfrey at Greenwoods GRM, Monkstone House, City Road, Peterborough, PE1 1JE

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
3

Land at Starlings Green, Clavering, Saffron Walden, Essex CB11 4PT

Guide Price*
£40,000+

- 1.77 acres (0.71 hectares) of paddock land
- Direct access from the road
- Rural location
- Freehold with vacant possession

Description

An opportunity to purchase a parcel of paddock land located at Starlings Green, Clavering, extending to approximately 1.77 acres (0.71 hectares), situated in the north Essex countryside. The land adjoins the highway and benefits from gated access directly from the road.

The land has been previously used as grazing land and there are two small, dilapidated buildings located near the southernmost corner of the parcel, consisting of a stable come field shelter and wooden shed. The boundaries comprise a mixture of trees, hedgerows and timber fencing.

It is understood that the property benefits from the right to a water supply via the neighbouring property's water supply, please see the legal pack for details.

There is a public footpath that crosses the land from east to west.

Location

The land is situated at Starlings Green, approximately 1 mile west of the village of Clavering.

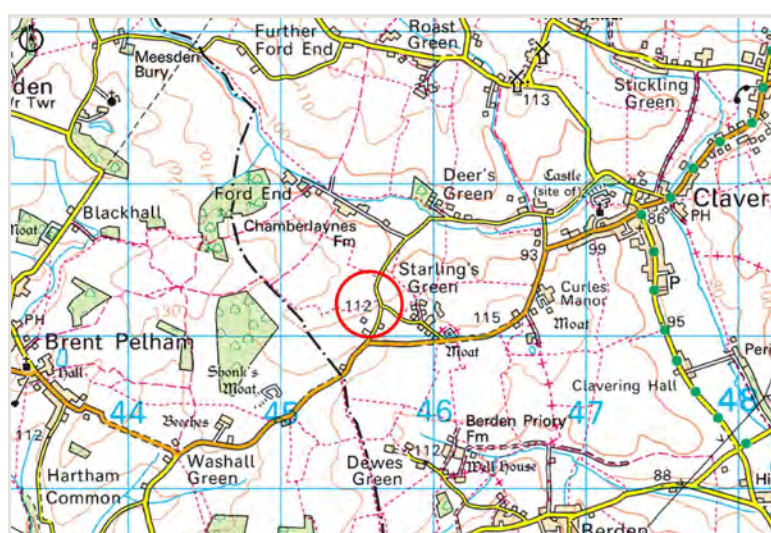
From the village of Clavering, head west on the B1038 towards Starlings Green. After approximately 0.7 miles take a right turn, signposted Starlings Green. Follow the road for 0.3 miles to the T-junction, where the entrance to the land can be found opposite the junction.

Auctioneers Note

The site is sold subject to an overage clause – see legal pack for details.



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TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or James Dowson at Tees, Titan House, Castle Park, Cambridge, CB3 0AY

VIEWING: Attend the site at all reasonable times during

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

LOT
4

Land off Twentypence Road,
Cottenham, Cambridgeshire CB24
8PP

Guide Price*

£50,000 – £60,000

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

Description

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

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

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

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

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

Location

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

General Remarks & Stipulations

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

Basic Payments Scheme

The land has been registered on the Rural Land Registry with the Rural Payment Agency for the Basic Payment Scheme. Entitlements to claim under the Basic Payment Scheme, **are not** included within the sale.

Drainage Rates

The land is subject to drainage rates payable to the Old West Internal Drainage Board, the drainage rates payable for 2021 amount to £57.98.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Davis at Metcalfe, Copeman & Pettefar, Cage Lane, Thetford, Norfolk, IP24 2DT.

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
5

6.21 acres of land to rear of Main Street, Pymoor, Ely, Cambridgeshire
CB6 2DY

Guide Price*

£50,000 – £55,000

- 6.21 acres (2.51 Hectares)
- Grade 1 & 2 Arable Land
- Freehold with Vacant Possession

Description

An opportunity to acquire a parcel of arable land extending to 6.21 acres (2.51 hectares) situated on the edge of the village with access on to Main Street, Pymoor.

The land is Grade 1 and 2 on DEFRA's Agricultural Land Classification Map and the soils are identified by the Soil Survey for England and Wales as belonging to the Peacock Soil Association of which the soils are described as being deep humose calcareous clayey and non-calcareous fine loamy over clayey soils.

The land has been farmed in an arable rotation with a history of producing good yielding of cereal crops. The most recent crops are: 2021 Winter Wheat, 2020 Peas, 2019 Winter Wheat, 2018 Beans, 2017 Winter Wheat.

Location

The land is located to the west of Main Street, Pymoor with an access road to the immediate south of 64 Main Street. Pymoor is situated some 6 miles north-west of Ely and 25 miles north 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 in so far as they are owned by the Vendor. Please refer to the Auction Legal Pack for further details.

Basic Payments Scheme

The land is registered on the Rural Land Register with the Rural Payments Agency. Entitlements to claim the Basic Payment Scheme are not included in the sale and are held by the outgoing Tenant.

Drainage Rates

The land is subject to drainage rates payable to the The Littleport and Downham Drainage Board, the drainage rates payable for 2021 amount to £96.25.

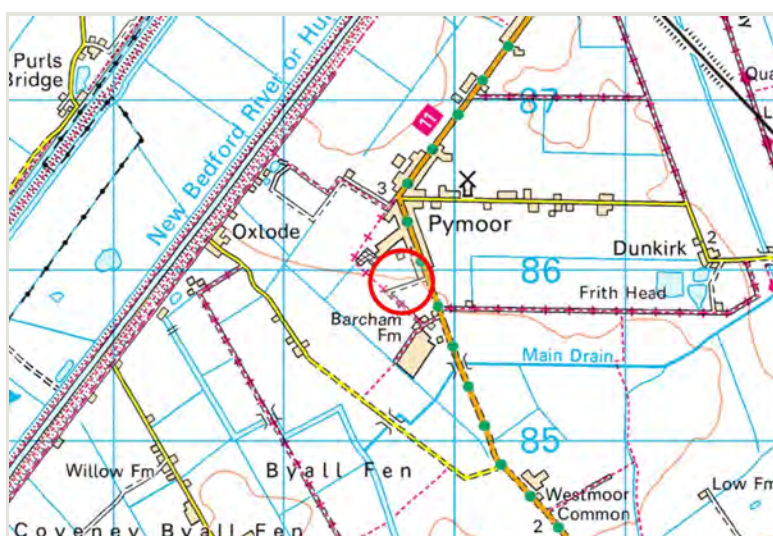
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Abbie Smith at LGSS Law, 3rd Floor, Pathfinder House, St Marys Street, Huntingdon, PE29 3TN

VIEWING: Attend the site at all reasonable times



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

- 22.88 acres (9.26 Hectares)
- Grade 1 & 2 Arable Land
- Freehold with Vacant Possession

Description

An opportunity to acquire two parcels of arable land extending to 22.88 acres (9.26 hectares) situated on the edge of the village with access on to Main Street, Pymoor.

The land is Grade 1 and 2 on DEFRA's Agricultural Land Classification Map and the soils are identified by the Soil Survey for England and Wales as belonging to the Peacock Soil Association of which the soils are described as being deep humose calcareous clayey and non-calcareous fine loamy over clayey soils.

The land has been farmed in an arable rotation with a history of producing good yielding of cereal crops. The most recent crops are: 2021 Winter Wheat, 2020 Peas, 2019 Winter Wheat, 2018 Beans, 2017 Winter Wheat.

Location

The land is located to the west of Main Street, Pymoor with access off Pygore Drove. Pygore Drove is an unsurfaced track which branches off School Lane, Pymoor. Pymoor is situated some 6 miles north-west of Ely and 25 miles north 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 insofar as they are owned by the Vendor. Please refer to the Auction Legal Pack for further details.

Basic Payments Scheme

The land is registered on the Rural Land Register with the Rural Payments Agency. Entitlements to claim the Basic Payment Scheme are not included in the sale and are held by the outgoing Tenant.

Drainage Rates

The land is subject to drainage rates payable to the The Littleport and Downham Drainage Board, the drainage rates payable for 2021 amount to £367.85.

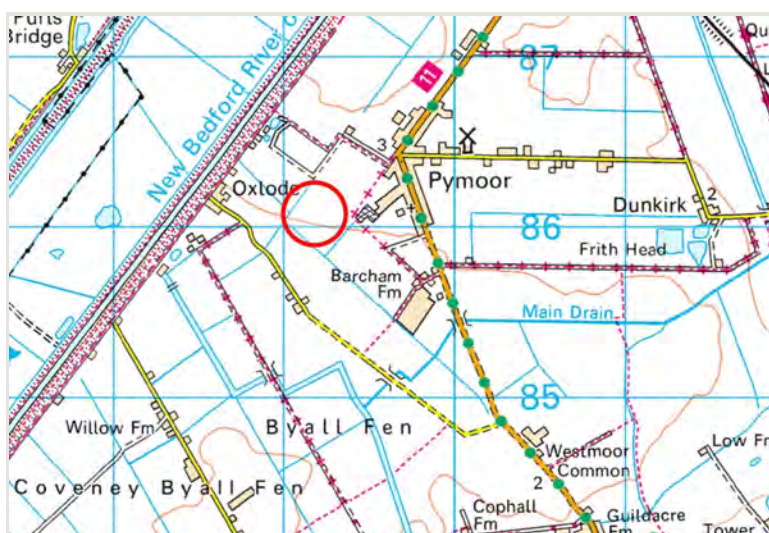
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Abbie Smith at LGSS Law, 3rd Floor, Pathfinder House, St Marys Street, Huntingdon, PE29 3TN

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
7

Barns at Barrowfield Farmyard, Isleham Road, Fordham, Ely, Cambridgeshire CB7 5NN

Guide Price*

£140,000+

- A pair of detached barns
- Approximately 0.34 acres
- Prior approval granted for change of use for one residential dwelling
- Freehold with vacant possession

Description

The Barns at Barrowfield Farm form a small farmyard extending to 0.34 acres or thereabouts and provide a unique development opportunity in this semi-rural location between the villages of Fordham and Isleham. The property offers appeal to self-builders and developers.

The barns comprise a detached Nissen hut (15m x 5.35m) and an open fronted timber pole barn, with lean-to (15.6m x 7.7m).

Prior Approval for change of use to residential was granted by the East Cambridgeshire District Council on 18th November 2020 (ref: 20/00603/ARN). The approval allows the Nissen hut to be converted to a one-bedroom dwelling with open-plan living accommodation.

The generous plot allows for ample opportunity to create off-street parking and establish gardens whilst offering scope to enhance the development opportunity and design subject to obtaining the necessary consents.

Included within the sale is a 30-foot shipping container.

Services

We understand that mains supplies are available in Isleham Road. The purchaser should however make their own enquiries.

Location

The property is situated off Isleham Road, approximately one mile north-east of the village of Fordham where a limited range of amenities can be found.

Fordham is situated some 9 miles south-west of the City of Ely and 17 miles north-east of the University City of Cambridge.

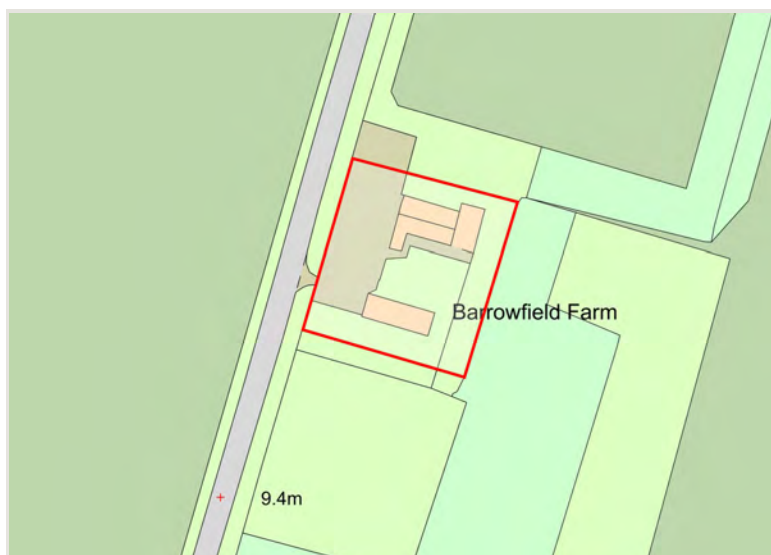
Auctioneers Note

The property will be sold subject to a development overage clause reserving to the seller 35% of any uplift in value attributable to the grant of planning permission for the creation of more than one residential dwelling for a period of 20 years. Refer to legal pack for further details

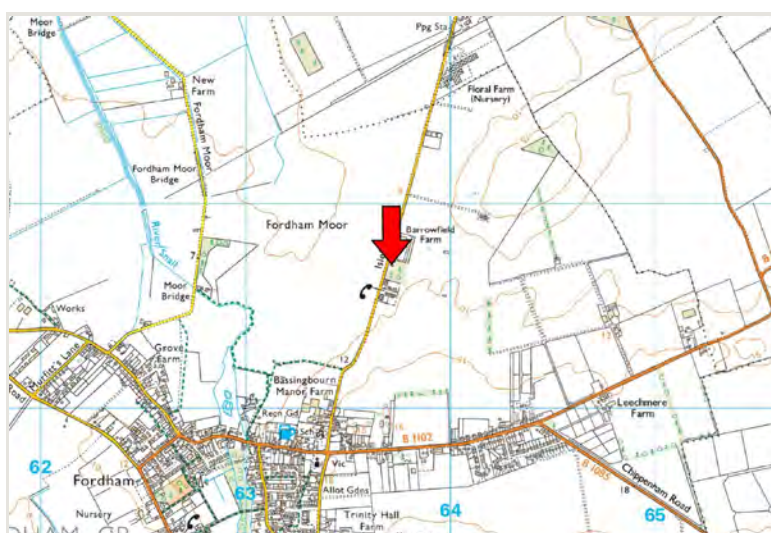
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Catherine Abbott of Ellison Solicitors, Wherstead Park, the Street, Wherstead, Ipswich, IP9 2BJ

VIEWING: Cheffins Ely Rural Department 01353 654900



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

LOT
8

Stone Pit Hill Barns, Isleham Road,
Fordham, Ely, Cambridgeshire CB7
5NN

Guide Price*
£190,000+

- A range of agricultural buildings with prior approval for one residential dwelling
- Approximately 0.46 acres
- Option to purchase additional land
- Freehold with vacant possession

Description

Stone Pit Hill Barns form a small redundant farmyard extending to 0.46 acres or thereabouts and provide a unique development opportunity in this picturesque rural location between the villages of Fordham and Isleham. The property offers extensive appeal to self-builders, developers and private individuals.

The buildings comprise a general purpose agricultural building (13.05m x 6.75m), a cart shed (17.3m x 4.1m), open fronted storage building (12.25m x 4m) and brick storage building (10m x 5.2m).

Prior Approval for change of use to residential was granted by the East Cambridgeshire District Council on 22nd October 2020 (ref: 20/00604/ARN). The approval allows the general purpose building to be converted to a 2-bedroom dwelling with open-plan living accommodation. The extensive range of buildings provides opportunity to create additional space for home office, parking, garages, storage etc. subject to obtaining the necessary consents. The buildings are accessed by way of their own private access track from Isleham Road and occupy an elevated position with splendid far reaching views over open countryside.

Option to purchase additional land

The purchaser will be granted an option to acquire an addition 5.68 acres (2.29 hectares) or thereabouts of adjoining land at a fixed price of £75,000. The option agreement will be for a fixed period of 3 years from the date of auction and can be exercised by the purchaser at any point during the option period.

Services

No mains services are connected. We understand that mains supplies are available in Isleham Road. The purchaser should however make their own enquiries. A well for water is located within the boundaries. The seller and their agents have not carried out any tests to ascertain the quality or quantity of the water.

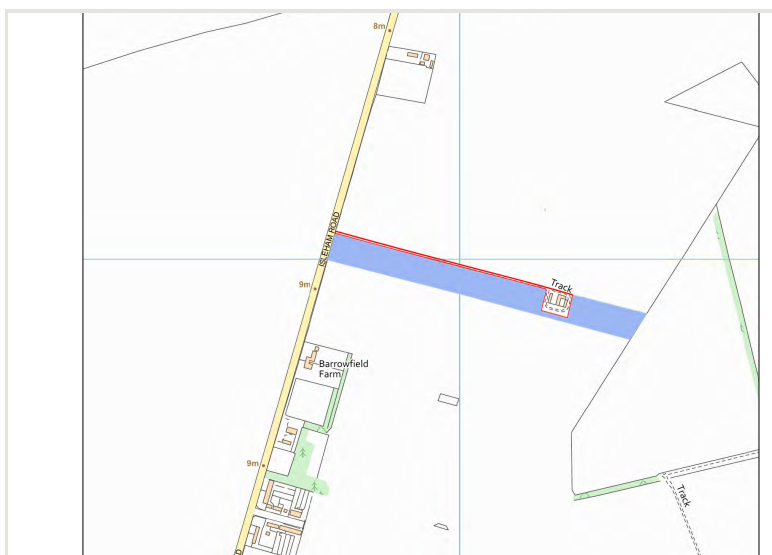
Location

The property is situated off Isleham Road, approximately 1 mile north-east of the village of Fordham where a limited range of amenities can be found. Fordham is situated some 9 miles south-west of the City of Ely and 17 miles north-east of the University City of Cambridge.

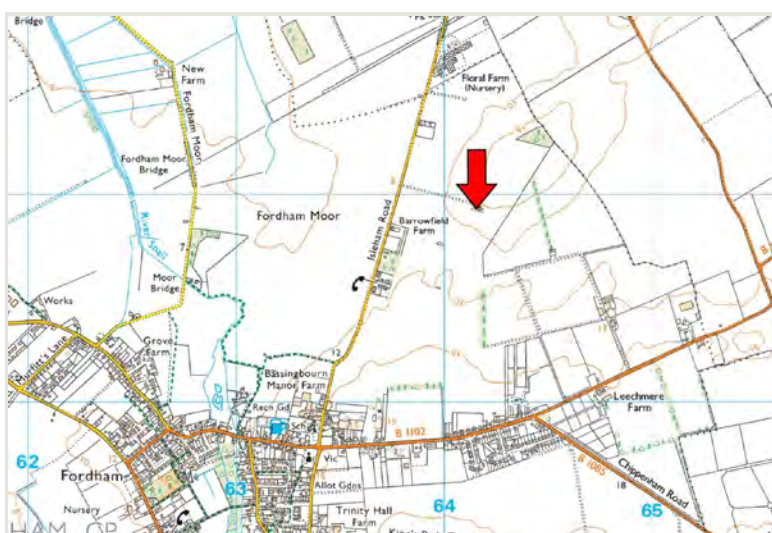
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Catherine Abbott of Ellison Solicitors, Wherstead Park, the Street, Wherstead, Ipswich, IP9 2BJ

VIEWING: Cheffins Ely Rural Department 01353 654900



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

- Prominent double fronted shop on the High Street
- Currently let to YMCA
- Includes ground floor and first floor
- Joint Auctioneers: Smith Price RRG

Description

A wonderful opportunity to purchase a substantial double-fronted shop in the heart of the Suffolk town of Haverhill.

The large building is excellently located on the High Street, situated between Clintons and Poundland, with nearby properties occupied by Iceland, Specsavers and Barclays. The property is being offered for sale with the benefit of the long lease for 999 years (from 2004), with a peppercorn rent (see legal pack for details).

The premises are arranged over ground and first floor levels, with the following approximate floor areas:
The ground floor features a large sales area, with window display frontage of 12.3m, and max depth of 24.5m. In addition there is a Lobby with lift and stairs to first floor; Store Room; Manager's Office.

At first floor level, there is a large Store Area; Kitchen/Break Room with sink and base units; A pair of Cloakrooms (each with WC and sink); Lobby with doors to rear Service Yard.

Ground floor sales area - 306.38m² (3298ft²)
Ground floor ancillary area - 19.60m² (211ft²)
First floor ancillary area - 114.36m² (1231ft²)

The flexible accommodation should appeal to a range of buyers, with potential for alternative uses STP.

Location

The property is located in the centre of the part pedestrianised High Street in the popular market town of Haverhill. Haverhill offers a wide range of shops, facilities and services and lies approximately 19 miles south of Cambridge and 15 Miles from Saffron Walden. The town has experienced significant expansion in recent years, with an increase of both residential and commercial stock.

Tenancies

The property is currently occupied by YMCA on a tenancy at will, with a passing rent of £13,000 +VAT per annum. See legal pack for details.

VAT

VAT is payable on the purchase price.

TENURE: Long leasehold subject to tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Senal Patel of Bishop & Sewell, 59-60 Russell Square, Holborn, London, WC1B 4HP

VIEWING: Cheffins Property Auction Dept 01223 213777



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LOT
10

69 London Road North, Lowestoft,
Suffolk NR32 1LS

Guide Price*

£275,000 – £300,000

- Investment property in popular seaside town
- Current rent of £26,000 per annum
- Planning consent for 2 flats to be constructed above current building
- Freehold

Description

An interesting commercial investment property in the popular seaside town of Lowestoft. The property is fully let, but also offers the potential to add value, with approved planning consent to build 2 flats in the air space above the current single storey structure.

The current layout presents a single storey retail space with approximately 74m² (800ft²) of sales area and a further store/staff room and cloakroom totalling 7.4m² (80ft²).

Outside, there is a generous rear yard, with separate side access.

The property is fully let to VPZ on a 10 year lease from the 5th June 2019, at a rent of £26,000 pax. The full repairing and insuring lease has a break and rent review at the end of the 5th year.

69 London Road North presents a wonderful chance to acquire a high yielding investment opportunity, that also offers a rare chance to add significant value through the construction of the first and second floor flats in the air space above.

Location

The property occupies a busy position, with nearby occupiers including, Greggs, Marks and Spencer, Boots, Barclays, Santander and The Post Office. The town is a popular tourist area which offers a wide variety of shops, facilities and services.

Planning

Planning permission was granted on the 6th June 2019 for the addition of first and second floors, to form 2 x 2 bed flats. East Suffolk Council ref: DC/19/1015/FUL

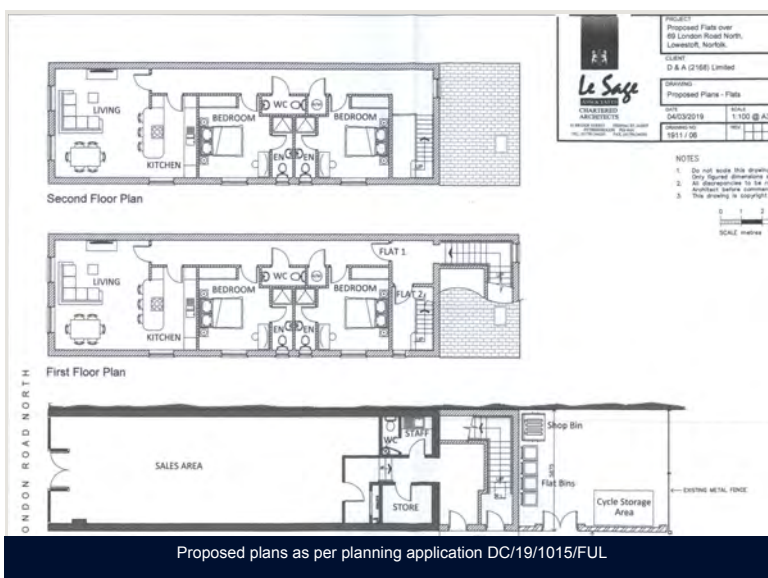
The proposed flats benefit from a shared staircase to the rear of the property, with each flat providing the following accommodation:

Open plan living/kitchen area, 2 bedrooms each with ensuite shower room, further cloakroom, along with bin and cycle storage to the rear of the property.

TENURE: Freehold subject to lease

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Lisa Cardy of Druces LLP, Salisbury House, London Wall, London, EC2M 5PS

VIEWING: Cheffins Property Auction Dept 01223 213777



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

- Mixed-use investment opportunity generating total income of £36,140 per annum
- Ground floor retail premises
- A pair of one bed flats at first floor level
- Freehold subject to tenancies

Description

An excellent chance to acquire a Grade II Listed mixed-used investment opportunity, occupying a prominent position in the heart of the thriving town of Saffron Walden. The property is fully let and therefore presents a generous rental income to an investment buyer.

The attractive property has rendered elevations beneath a pitched tiled roof with parapet to front, and features the following accommodation.

40 High Street: (ground floor retail premises) A well-positioned retail space with 6.2m window frontage. Currently trading as a framing shop "art@home", with an L-shaped retail space; Store room; Kitchen/Store room; Cloakroom with WC and wash hand basin; Lobby. The gross internal floor area of the retail space is approximately 72m² (excluding bay windows).

The first floor is accessed via a separate door to the retail property, with a shared staircase serving both flats.

40A High Street: (first floor) The private accommodation features; Landing with airing cupboard housing water cylinder; Kitchen/Living Room with a range of modern MDF base and wall units and dual aspect windows; Double Bedroom with over stairs storage cupboard/wardrobe; Bathroom with modern white WC, wash hand basin and bath with overhead shower. Gross internal area is 38m².

40B High Street: (first floor) The private accommodation comprises; Kitchen/Living Room with a range of modern base and wall units; Bedroom with access to loft; Shower Room with WC, wash hand basin and shower cubicle. (NB flat not inspected by auctioneers).

Tenancies

The property is fully let and produces a total current income of £36,140 per annum (see legal pack).

40 High Street (retail shop) let for £20,000 per annum on a 10 year lease dating from 1st May 2018 to 30th April 2028, with review/breaks due May 2023.

40A is let on an AST at £8,040 per annum, with the current fixed term due to expire in September 2021.

40B is let on an AST at £8,100 per annum with the current fixed term due to expire on 3rd November 2021.

TENURE: Freehold subject to tenancies

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Sheeter of Ingram Winter Green LLP, Bedford House, 21a John Street, London, WC1N 2BF

VIEWING: Cheffins Property Auction Dept 01223 213777



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

- Substantial three storey mixed-use property offering development potential
- Desirable town centre location
- VAT free
- Freehold with vacant possession

Description

A rare opportunity to acquire a substantial 3 storey mixed-use property in the heart of the busy seaside town of Frinton-on-Sea. The building, which was previously occupied by Lloyds Bank, has two large maisonettes above, and offers purchasers a wonderful opportunity to buy a substantial and flexible building, with potential to add further value STP.

The current layout of the property is as follows:

Ground Floor: A prime retail shop with total frontage of 11.8m and a ground floor sales area of approximately 102m². The ground floor accommodation currently provides a main Sales Area, office, 2 Cloakrooms, Kitchen area and a Store room in the former bank safe. The gross internal floor area of the ground floor is approximately 162m².

On the upper floors are a pair of substantial duplex apartments:

97a accessed via external stairs via the rear of the building.

First Floor: Entrance lobby; Kitchen with MDF base and wall units and gas boiler; Cloakroom with white wc and wash hand basin; Dining Room with blocked fireplace; Sitting Room with bay window to front, and blocked fireplace.

Second floor: The landing gives access to; 3 Bedrooms and a Study; family Bathroom with white wc, wash hand basin and bath with overhead shower.

95a accessed via external stair via the rear of the building.

First Floor: Entrance Hall; Living Room with bay window to front; Dining Room; Kitchen; Cloakroom with white wc, wash hand basin.

Second floor: The landing gives access to; 4 Bedrooms; cloakroom with white wc and wash hand basin.

The total gross internal area of the upper floors is 253.73m².

Planning permission has previously been granted to converted the maisonettes into 4 smaller flats.

Outside: To the rear of the building is a yard area, which is mainly laid to concrete and large enough to provide parking for two cars. There was previously a garage on site, which has since been removed, but offers scope for replacement of similar or other uses STP.



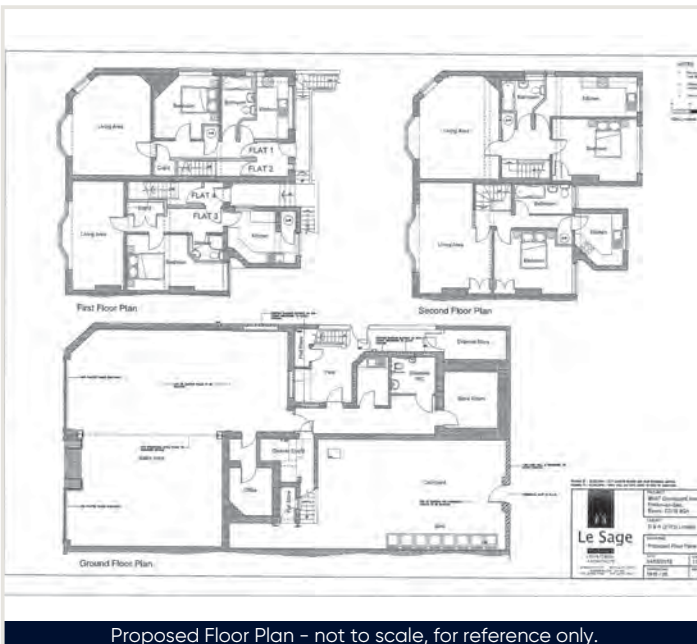
*For further details please see the Important Buyers Information on page 4

Planning

Planning permission was granted in July 2018 by Tendring District Council for the conversion of the 2 large flats to 4 x 1 bedroom flats (planning ref:18/01116/FUL and 19/00482/FUL). The proposed scheme provides 4 well proportioned flats which buyers may find more preferable to the current layout, and a chance to tailor the property to their individual needs. The owner is currently applying for the scheme to be renewed.

Location

The property lies in the heart of Connaught Avenue, which is one of the main trading areas of the popular seaside town, just a few hundred yards from the beach itself. Nearby national occupiers including Costa (opposite), Peacocks, Greggs, Sainsburys Local, and Post Office amongst others.



Proposed Floor Plan - not to scale, for reference only.



Image taken from Title Plan - for reference only.

TENURE Freehold with vacant possession

LEGAL PACK www.cheffins.co.uk/auctions/property-auctions or Jamie Coulthard of Druces LLP, Salisbury House, London Wall, London, EC2M 5PS

VIEWING Cheffins Property Auction Dept 01223 213777

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

LOT
13

24 Kingston Street, Cambridge,
Cambridgeshire CB1 2NU

Guide Price*

£300,000 – £325,000

- 2 bed terraced house
- In need of updating/refurbishment
- Central city location
- Freehold with vacant possession

Description

An excellent chance to acquire a 2 bed mid-terrace house, located in a desirable residential area in the centre of Cambridge.

The house is in need of updating/refurbishment and therefore offers a wonderful opportunity for owner occupiers and investors buyers to add value.

The mid-terrace property has a pitched roof over brick elevations and retains some of its original features.

The internal accommodation comprises:

Ground Floor: Entrance Hall with stairs to first floor and under stairs cupboard; Living Room with fireplace, opening to; Dining Room with doors to rear garden; Kitchen with base and wall units and door to garden; Utility Room with dual aspect windows and door to rear garden.

First Floor: Central landing gives access to; 2 Bedrooms; Family bathroom with bath, wash hand basin and WC.

The gross internal floor area of the property is approximately 80m².

EPC rating D.

Outside:

There is a good size rear garden which is mainly laid to lawn, but it is currently overgrown and in need of tidying. The garden is enclosed by a variety of walls and fences, with a pedestrian right of way to the rear.

The neighbouring property currently has some scaffolding standing within the grounds of No. 24, while they carry out alterations to their house.

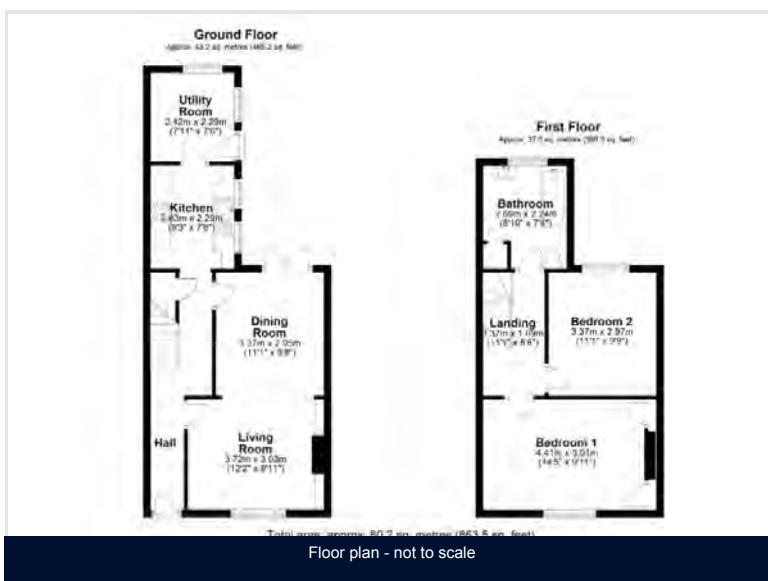
Location

The house is located in a popular residential area, just off Mill Road, which boasts a wide range of shops and amenities. The property is approximately 0.8 miles from the heart of the city centre and less than 0.5 miles from the nearest train station, with regular public transport services to all parts of the city.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Irena Spence at Tees Law, Titan House, Castle Park, Castle Street, Cambridge CB3 0AY

VIEWING: Cheffins Residential Department 01223 214214



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

LOT
14

**69 Howard Road, Cambridge,
Cambridgeshire CB5 8QT**

Guide Price*
£220,000+

- 2 bed first floor maisonette
- In need of refurbishment/updating
- Off-road parking space and garden
- Long Leasehold

Description

A wonderful chance to purchase a 2 bed first floor maisonette which benefits from off-road parking and a private garden to the rear. The property is in need of complete updating/refurbishment and therefore offers a wonderful opportunity for owner occupiers and investor buyers alike.

Number 69 is a first floor maisonette within a purpose built block of 4 similar properties, of brick cavity construction beneath a pitched tiled roof.

The internal accommodation comprises:

Ground Floor: Entrance Hall with double glazed front door, store cupboard and stairs to first floor.

First Floor: Central Landing gives access to; Sitting Room with gas fire and double glazed window to rear; Kitchen with a range of base and wall units and double glazed window; Bedroom 1 with storage cupboard; Bedroom 2; Family Bathroom with white WC, wash hand basin and shower cubicle. The gross internal floor area is approximately 55m².

The property has a gas fired central heating system powered by a Worcester boiler.

Outside: Number 69 benefits from an allocated off-road parking space to the front of the building. To the rear is a private area of garden which is overgrown and would benefit from clearance.

The property presents an ideal opportunity for a buyer to undertake internal refurbishment works and add value to the property.

Location

The maisonette is located in a residential area just off Newmarket Road, approximately 2 miles to the east of the centre of Cambridge, with good access to local shops and facilities.

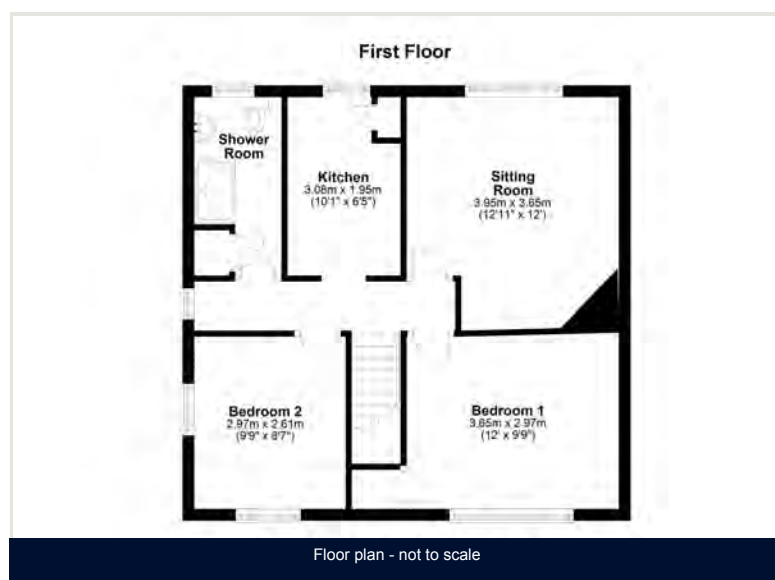
Auctioneers Note

Ground rent - £10.50 per annum
Lease 999 years from 24 June 1959.
Service charge tbc

TENURE: Long Leasehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Samantha Houlden of Harrison Clark Rickerbys, Compass House, Chivers Way, Histon,

VIEWING: Cheffins Residential Department 01223 214214



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

LOT
15

12 High Street, Knapwell, Cambridge,
Cambridgeshire CB23 4NR

Guide Price*
£325,000+

- Detached house with outbuildings and grounds of 0.4889 acres
- In need of full refurbishment with potential for extension (STP)
- Popular village location
- Freehold with vacant possession

Description

A rare opportunity to purchase a refurbishment project in the heart of the desirable Cambridgeshire village of Knapwell.

The detached house has a pitched roof with brick elevations and is in need of complete refurbishment, but may also lend itself to extension (STP); it offers a wonderful opportunity to owner occupiers and investor buyers alike.

The internal accommodation can be summarised as:

Ground Floor: Entrance hall with timber door and stairs to cellar; Sitting Room with window to front, blocked fireplace and stairs to first floor; Dining Room with window to front; Kitchen with a range of old base units; Pantry; Breakfast Room with door to dilapidated lean-to/Garden Room.

First Floor: Central Landing gives access to; 3 Bedrooms; Shower Room.

The gross internal floor area of the property (excluding Garden Room) is approximately 108m².

Outside: To the right hand side of the house are a range of garages and outbuildings, which may provide potential for a workshop/home office etc STP. The buildings are in need of repair and improvement, but offer a wealth of outside space.

The property benefits from a generous plot, totalling 0.4889 acres, which backs onto farmland. The enclosed garden features a number of mature trees, but is in need of general clearance.

The entirety of the property is in need of repair and refurbishment, but this presents buyers with an ideal opportunity to tailor the property to their needs.

Location

Knapwell is a desirable hamlet located approximately 10 miles to the west of Cambridge. The house is situated in the northern end of the High Street on the western side of the road marked by a Cheffins For Sale board.

TENURE: Freehold with vacant possession

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

VIEWING: Cheffins Residential Department 01223 214214



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

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

LOT
16

**45 Post Street, Godmanchester,
Cambridgeshire PE29 2AQ**

Guide Price*
£325,000+

- 4 bedroom terrace house
- In need of updating/refurbishment
- Central village location
- Freehold with vacant possession

Description

A 4 bedroom house occupying a central location in the popular Cambridgeshire village of Godmanchester.

The house is in need of some updating / refurbishment and therefore offers a wonderful opportunity to owner occupiers and investor buyers alike.

The property is of predominantly brick construction with rendered elevations, beneath a variety of pitched tiled roofs. The internal accommodation comprises:

Ground floor: Entrance door leads directly into; Sitting Room with window to front and store cupboard; Kitchen with a range of MDF base and wall units and tiled floor with window to rear; Cloakroom with white WC, wash hand basin and MDF worktop.

First floor: Central landing gives access to; 2 Bedrooms, each with a fitted cupboard and window to front; Bathroom with lino floor, tiled walls and white WC, wash hand basin and bath with overhead shower.

Second floor: Landing gives access to; 2 bedrooms (with sloping ceilings) and windows to front.

The gross internal floor area of the property is approximately 116m²

Outside: The property has a small courtyard to the rear of the accommodation, which is laid to concrete.

The house presents an ideal opportunity for an owner occupier or investor to carry out internal updating works and add value to the property.

Location

45 Post Street occupies a central location within the popular village, next to the bakery and close to the Premier Supermarket. The village of Godmanchester lies just 1 mile south of the town of Huntingdon and approximately 18 miles north west of the university city of Cambridge.

The village is also well positioned to enjoy access to the A14 and M11 trunk roads.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Deborah Coombs of Adlams, St Johns House, 85 High Street, Huntingdon, Cambs, PE29 3DP

VIEWING: Cheffins Property Auction Dept 01223 213777



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

LOT
17

497 Herne Road, Ramsey St Marys,
Huntingdon, Cambridgeshire PE26 2TJ

Guide Price*
£180,000+

- Three-bedroom semi-detached house
- Large garden
- Freehold with vacant possession

Description

An opportunity to acquire a three-bedroom semi-detached house in a semi-rural location to the north of the village of Ramsey St Marys. The property lies within a good-sized plot extending to approximately 0.22 acres.

The original dwelling dates from the early part of the 20th Century with a two-storey extension added in 2013. The house is built of block and brick under a tile roof and has an internal floor area of circa 83.90 square metres (903 square feet).

The accommodation comprises the following: Utility Room, Kitchen, Lounge Diner, One Double Bedroom, Two Single Bedrooms and a Bathroom.

The property benefits from uPVC double glazed windows throughout and has an oil fired central heating system.

Externally the property benefits from a front garden and large rear/ side garden including an open fronted garage, garden sheds and a view of open farmland to the rear.

The property would benefit from a scheme of redecoration and some internal modernisation presenting an ideal opportunity for an owner-occupier or investor.

Services

The property is connected to mains water and electricity. Drainage is to a sewage treatment plant (installed 2013) located in the garden to the side of the driveway.

Location

The property is situated off Herne Road, approximately 0.6 miles north of Ramsey St Marys, which benefits from a public house and village shop.

Ramsey St Marys is situated some 10 miles south-west of the City of Peterborough and 12 miles north of Huntingdon.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Abbie Smith at LGSS Law, 3rd Floor, Pathfinder House, St Marys Street, Huntingdon, PE29 3TN

VIEWING: Cheffins Ely Rural Department 01353 654900



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

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

LOT
18

39 Camel Road, Littleport, Ely,
Cambridgeshire CB6 1PU

Guide Price*

£300,000 – £325,000

- Established 3 bed detached house
- In need of refurbishment/updating
- Potential for development (STP)
- Freehold with vacant possession

Description

A rare opportunity to purchase an established detached home requiring modernisation, situated within a plot of approx. 0.41 of an acre (STS). The sale also includes an agricultural barn, which may offer scope for alternative uses or potential development (subject to planning consent).

The property offers a wonderful chance to acquire a versatile property, which is likely to suit a wide variety of purchasers, with the chance to add value.

The house accommodation comprises:

Ground floor: Entrance Hall with stairs to first floor; Lounge with double glazed window; Kitchen with fitted storage units, drawers and work surfaces, Pantry, gas fired central heating boiler and door to lean-to; Lean-to with door to garden; Utility Cupboard; Cloakroom with WC; Bathroom with WC, wash hand basin and bath.

First Floor: Bedroom 1 with window to front; Bedroom 2 with window to rear, fireplace and built in cupboard; Bedroom 3 with window to front.

The gross internal floor area is approximately 95.6m² (1028.9ft²)

Outside: There is a driveway providing off-street parking, together with a double garage. There are 2 areas of extensive lawned garden and an agricultural building measuring approximately 44' x 30'.

The total plot measures approximately 0.418 of an acre (STS).

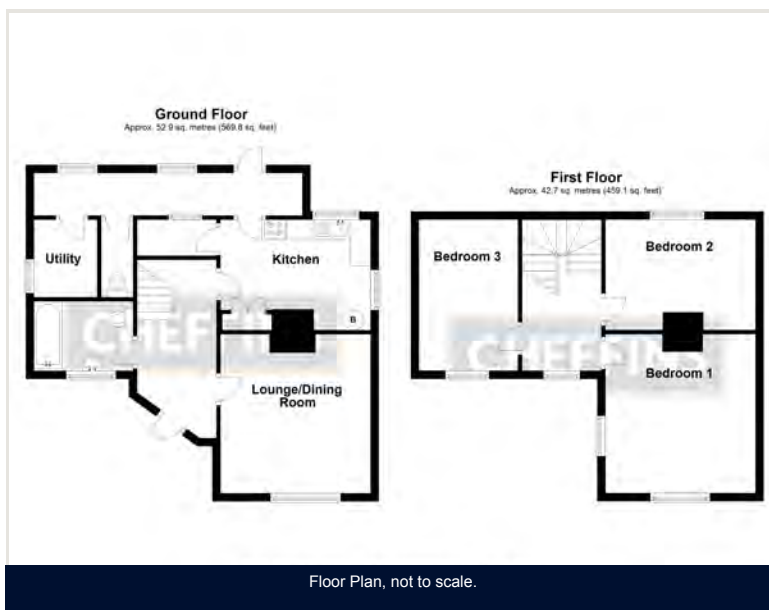
Location

Littleport has a good range of shopping, schooling, health and day to day amenities and facilities with a further more comprehensive range of facilities available at Ely (approximately 6 miles to the South). Littleport offers a mainline rail station to London via Cambridge (20 miles) which is supported by a major road network providing access to surrounding provincial centres.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or John Thorogood at Ward Gethin Archer, Market Place, Ely, Cambridgeshire, CB7 4QN

VIEWING: Ely Residential Department 01353 654900



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

LOT
19

Barns at New House Farm, New House Lane, Ashdon, Saffron Walden, Essex CB10 2LX

Guide Price*
£700,000+

- Range of converted barns and land in rural location
- Total site area 7.89 acres
- Freehold with vacant possession
- Subject to Court Order restrictions

Description

A range of timber framed and weather boarded barns located in rural North West Essex with adjoining meadows extending in total to approximately 7.89 acres. The barns are approached over a private gated access drive and are divided into three attached units which have been converted and fitted out to a residential specification with the following gross floor areas:

Unit 1 90 sq.m (968 sq.ft)
Unit 2 92 sq.m (990 sq.ft)
Unit 3 137 sq.m (1474 sq.ft)

Total 319 sq.m (3432 sq.ft)

There is a hardcore parking area and outside space to each of the units with post and rail fenced boundaries. The units are each fitted with air source heat pumps, underfloor heating and a Klargester sewage treatment plant.

The meadows are fenced and have mature hedgerow boundaries in part and are immediately adjacent to the barns. There is a further small parcel of land to the north of the barns adjacent to the road.

Location

The barns are situated in a rural location 3 miles south of the popular village of Ashdon and 5 miles from the historic market town of Saffron Walden. The University City of Cambridge is 18 miles to the north, Audley End railway station 8 miles and London Stansted Airport 16 miles. All distances are approximate.

Auctioneers Note

The property is subject to a Court Order dated 7th June 2017 with an injunction that contains certain restraints on the ownership and use of the property. A full copy of the Court order is available in the Auction Legal Pack.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Emily Pumfrey at Greenwood Solicitors, Monkstone House, City Road, Peterborough, PE1 1JE

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

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

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

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.

Common Auction Conditions

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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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- 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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- 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.

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.

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.

From time to time, Cheffins may make changes to its terms and conditions. Any changes will be posted on the website at www.cheffins.co.uk.

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

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

Contact us and complaints handling:

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

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

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