

CHEFFINS



Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 18th March 2020, 2.00pm

Location & Directions

Direction to Clifton House

From M11/A14 (West): The A14 leads onto the top of the M11 southbound. M11, Junction 11, follow signs to Cambridge and continue towards the City passing a Shell garage on your left. At the next traffic lights take the right hand lane and turn right into Long Road (for about a mile). At the next major junction there are traffic lights, turn left into Hills Road towards the city centre. At the next major junction with traffic lights (before the road crosses the railway), turn right into Cherry Hinton Road and then turn left into Clifton Road. Our car park is located at the first turning on the left.

From A14 (East)

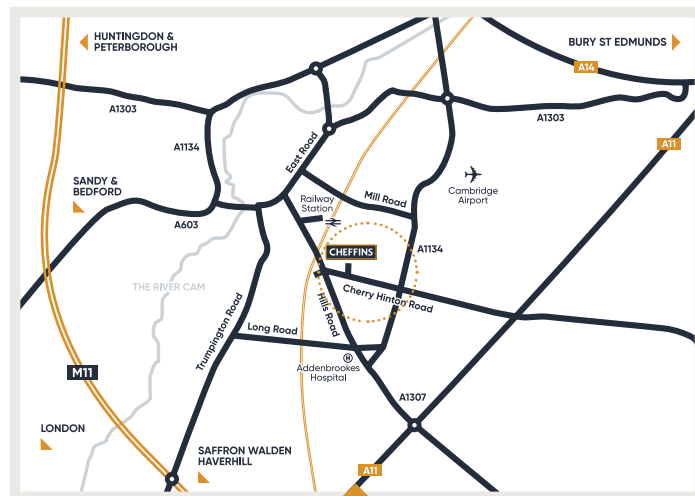
Newmarket/Quay/Cambridge A1303 exit to Cambridge. Follow A1303 along the Newmarket Road passing Marshall's Car Sales on your right and Cambridge Airport on your left. At the first large roundabout turn left into Barnwell Road (A1134). Go straight over the next roundabout (A1134) Brooks Road/Perne Road (Sainsburys on your left). Go straight over next roundabout (A1134). Turn right at the next roundabout into Cherry Hinton Road. At the second set of traffic lights turn right into Clifton Road. Our car park is located at the first turning on the left.

Rail Travel Information

The Railway Station is within a few minutes walk of the saleroom. You are advised to check train times with the National Rail Enquiry Service, 0845 7484950 (local rate).

Refreshments

There will be some light refreshments available at the Saleroom on Sale day.



Money Laundering Regulations

PLEASE NOTE that any person buying or bidding at auction, **MUST** produce documentation to confirm their name and residential address. Please find below a schedule of acceptable documentation.

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)
- A utility bill issued within the last 3 months (paper copy)
- Recent bank/building society/mortgage/credit card statement
- HMRC tax notification
- Recent council tax bill

NB - A DRIVING LICENCE CANNOT BE USED FOR BOTH PHOTO ID AND PROOF OF RESIDENCE

Auctioneer's Welcome



Simon Gooderham, Director
01223 271952 | simon.gooderham@cheffins.co.uk



Ian Kitson, Director - Property Auctions & Valuations
01223 271942 | ian.kitson@cheffins.co.uk

Welcome to our March 2020 property auction. We are delighted to put together a wide-ranging catalogue with a wonderful variety of lots, signalling a buoyant start for the property market in 2020.

The differing nature of the lots in the catalogue are characterised by our opening lot, which is a rare Mooring Rent opportunity, comprising a water inlet, land and outbuildings, all extending to approximately 0.6 acres with access on to the River Great Ouse. The property is being offered subject to the mooring licences, generating an income of approximately £13,500 per annum, and therefore presenting one of the more intriguing investment options on the market.

The catalogue also features some mixed used commercial properties, with 14 Main Street, Littleport comprising well-presented ground floor retail space, with potential for redevelopment at first floor level, complete with a very reasonable guide price of £120,000+. Similarly, the 2 storey property on St Helens Street in Ipswich is in need of refurbishment, but offers deceptively spacious accommodation and seems good value at the guide price of £60,000+.

For buyers looking for development opportunities, the former Bethel Mission Hall in Diss, Norfolk has outline planning consent for 2 detached dwellings following the demolition of the existing building, in a town centre location, with a £150,000+ guide price. Further opportunities are also found at Hodsons Barn, Soham, which has full planning permission for the creation of a 4 bed detached house and garage in a village location, with a guide price of £125,000+. Hall Farm Barns in Freckenham, comes with planning consent for 2 substantial dwellings with outbuildings and gardens with countryside views, all for a combined guide price of £275,000+.

We are also delighted to offer the former Victoria public house on Ouse Walk in Huntingdon. This striking building is located in one of the most desirable parts of Huntingdon town centre and now has planning permission for the conversion to 5 stylish apartments; the guide price of £380,000-£400,000 present developers with a wonderful opportunity to transform this popular building.

Buyers seeking refurbishment projects will find that the catalogue boasts a number of these. The first is a modest 2 bedroom terraced house in Begwary Close, in the popular location of Eaton Socon. The house is in need of full refurbishment but the realistic guide price of £135,000+ should encourage purchasers. The two lots in Little Barford feature a detached thatched cottage, and a separate terrace of 3 properties, all with good sized rear gardens and off-road parking. The properties have been in the same ownership for a number of years and are now in need of refurbishment and may lend themselves to some rearrangement of the accommodation, therefore offering a wonderful investment/development opportunity.

Further opportunities can also be found in the form of a substantial mixed use property with rear yard in Ramsey, for which it is considered there may be scope for further planning gain; a house in the popular village of Burwell, which is in need of some repair and renovation, and is sure to appeal to a variety of purchasers once work is completed, whilst the semi-detached house in Great Dunmow also offers the chance for a purchaser to add their own mark to the existing building, and offers some potential for re-ordering of the accommodation if desired.

Investment opportunities are also prominent within the catalogue, with an attractive town house in Saffron Walden, which has been renovated and is ready to be rented out. Further, the terraced house in Stansted may benefit from some minor cosmetic updating but has been successfully let for a number of years.

We are delighted with the variety and range of lots within this catalogue, which spans a wider area than any catalogue before it, and reinforces the increasing appetite for property at our auctions. We hope to see as many of you as possible on the 18th March, and please do not hesitate to contact us on 01223 213777 if you need any further information.

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 CAN REGISTER FROM 12 NOON ONWARDS ON AUCTION DAY.

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

4. Binding Contract

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

5. Telephone, Proxy & Online Bidding

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

6. Payment of Deposit

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 18th March 2020, 2.00pm

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

ORDER OF SALE (unless sold prior or withdrawn)

LOT 01 Littleport Boat Haven, Lynn Road,
Littleport, Ely, Cambridgeshire

LOT 02 14 Main Street, Littleport, Ely
Cambridgeshire

LOT 03 104 St Helen's Street, Ipswich,
Suffolk

LOT 04 Former Bethal Mission Hall, Victoria Road,
Diss, Norfolk

LOT 05 Hodsons Barn, 29 Hasse Road, Ely,
Cambridgeshire

LOT 06 Hall Farm Barn, Church Lane, Freckenham,
Bury St. Edmunds, Suffolk

LOT 07 59 Begwary Close, Eaton Socon, St. Neots,
Cambridgeshire

LOT 08 1 The Bungalow, Little Barford, St. Neots,
Cambridgeshire

LOT 09 2, 3 & 4 The Bungalows, Little Barford, St.
Neots, Cambridgeshire

LOT 10 The Victoria, 52 Ouse Walk, Huntingdon,
Cambridgeshire

LOT 11 62 High Street, Ramsey, Huntingdon,
Cambridgeshire

LOT 12 46 Parsonage Lane, Burwell,
Cambridgeshire

LOT 13 24 St. Edmunds Lane, Great Dunmow,
Essex

LOT 14 38 Cameron Road, Cambridge,
Cambridgeshire

LOT 15 2 The Homing, Cambridge,
Cambridgeshire

LOT 16 214 High Street, Cottenham,
Cambridgeshire

LOT 17 46 Woodfields, Stansted, Essex

LOT 18 9 Bridge Street, Saffron Walden,
Essex

LOT 19 Jessamine House, Taylors Lane, Buckden,
St Neots, Cambridgeshire

ENTRIES ARE NOW BEING INVITED FOR OUR 2020 AUCTIONS

Wednesday 17th June 2020 (catalogue closes 15th May 2020)

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

Changes to anti-money laundering regulations

Applies to all New, Long Standing & Regular Clients.

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

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

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

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

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

A list of suitable options is available below.

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

Option 1

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

Option 2

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

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

- **Mooring rent investment opportunity**
- **Freehold**
- **Access to River Great Ouse**

Description

Littleport Boat Haven provides an opportunity to acquire a marine investment comprising water inlet, land and buildings extending in total to 0.60 acres (0.24 hectares) or thereabouts, with access on to the River Great Ouse in an area popular with marine craft.

The property comprises a half width of an inlet of water on the River Great Ouse forming The Docks, Littleport and is offered with the South bank and dock head, which includes an area of hard surfaced car parking and concrete slipway, as well as accommodating a workshop building of approximately 50m² (540 ft²).

The South bank provides moorings for circa 17 vessels and forms a long finger of land which extends approx. 200 metres from the dock head to the River Great Ouse with frontage to the river of approximately 35 metres.

At the time of preparing these details, 17 boats were moored along the bank. The boats moored are subject to a licence arrangement, with boat owners paying a rent of circa £30 per foot of boat length and the total income for the property is circa £13,500 per annum. Please see legal pack for more information.

Wayleaves, Easements, Covenants and Rights of Way

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

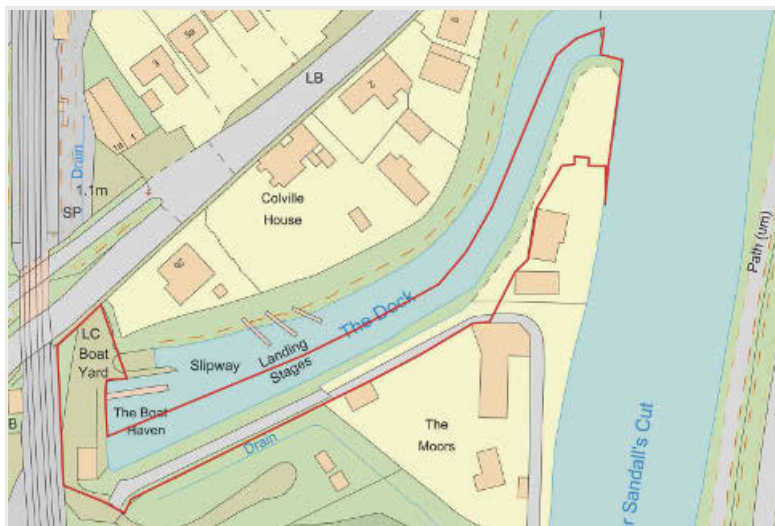
Location

Littleport Boat Haven is located approximately half a mile to the North-East of the centre of Littleport, off Lynn Road, in close proximity to Littleport railway station and the A10 junction with the Mildenhall Road, the A1101.

Littleport is a large village served with a range of amenities, situated 6 miles North of Ely and 23 miles from Cambridge. The River Great Ouse is a popular destination for a variety of river going pleasure craft.

Tenancies

Freehold, subject to mooring licences.



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

TENURE: Freehold subject to licences

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Eleanora Ni-Charthaig, Fraser Dawbarns LLP, 7, Bartholemew's Walk, Ely, Cambridgeshire, CB7 4ED

VIEWING: Cheffins Ely Rural Dept 01353 654900

- **Prominent position on Main Street**
- **Well presented ground floor retail space**
- **Potential for re-development at First Floor (STP)**
- **Available with vacant possession**

Description

The building is a two storey, retail property of brick construction under a pitched tiled roof. The ground floor retail unit provides a glazed frontage on to Main Street.

The first floor, which is accessed separately, has been used for storage purposes in connection with the shop.

The property comprises a ground floor retail space of 80.10m² (862ft²) and a first floor area of 68m² (732ft²). It is considered that the property offers scope for redevelopment of the first floor, subject to planning.

Location

Littleport is a popular and expanding village, some 6 miles north of Ely. It is located off the A10 which provides the main route between King's Lynn in the north and Cambridge and the A14 to the south. The village benefits from a mainline railway station providing regular services to Kings Lynn (approx. 25 mins) and London Kings Cross (approx. 80 mins). The property is situated in a prime position on Main Street, surrounded by other independent retailers.

Planning

We understand the property is suitable for uses falling under Class A1 (retail) of the Town and Country Planning (Use Classes) Order 1987. Alternative uses falling within A2 (financial & professional services) may be suitable subject to obtaining any necessary planning consents. However, interested parties are advised to make their own enquiries of East Cambridgeshire District Council Planning Department on (01353) 616209.

Auctioneers Note

We understand the property falls below the threshold for business rates payable, however interested parties should satisfy themselves in this regards via the local authority.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Aashish Soni at Fraser Dawbarns, 21 Tuesday Market Place, Kings Lynn, Norfolk, PE30 1JW

VIEWING: Cheffins Commercial Department 01223 213666



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

- **Mixed use investment property**
- **Town centre location**
- **In need of refurbishment**
- **Freehold with vacant possession**

Description

An end-terrace Grade II listed mixed-use property on the eastern side of Ipswich town centre, which is in need of updating and improvement, but offers an attractive investment opportunity.

The deceptively spacious end-terrace property is understood to date from the 17th century and is of part timber frame and part brick construction, beneath a predominantly pitched tiled roof, with a single storey extension to the rear under a single pitched corrugated sheet roof. The property fronts the busy arterial route of St Helen's Street, with the accommodation comprising:

Ground floor: Retail Area (3.43m x 8.56m) with display window, concrete floor, stairs to first floor, Kitchenette Area with MDF base units, stainless steel sink and Potterton boiler; Rear Store Room (8.9m x 2.7m) with fitted carpet, radiator and fire door to side passage; Cloak Room with white WC and sink; Shower Room with tiled shower cubicle.

First floor: A small Landing gives access to Front Room (4.7m x 2.96m) with fitted carpet, single glazed window to front and blocked fireplace; Rear Room (3.5m x 3.5m) with fitted carpet and single glazed window to rear.

The gross internal floor area of the property is approximately 94.93m² (1,021ft²).

The property is in need of some refurbishment, with the rear store area in particular requiring upgrading, but the property presents a good opportunity for an investor buyer or owner occupier alike.

Location

104 St Helen's Street lies approximately 300m to the east of Carr Street, which is the main retail centre of Ipswich, while it is also approximately 75m from Suffolk New College and University of Suffolk buildings to the south. The location therefore has high levels of passing traffic.

The county town of Ipswich boasts a wide range of shops, facilities and services, whilst also being host to the University of Suffolk campus and recently rejuvenated and redeveloped Neptune Marina, which is just a few hundred metres to the south of the property.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jenny Jinman of Steed & Steed LLP, 76-82 Coggeshall Road, Braintree, Essex, CM7 9BY

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.

- **Former Church building**
- **Outline planning consent for 2 detached dwellings**
- **Total site area of 0.21 acres**
- **Freehold with vacant possession**

Description

A unique opportunity to purchase a former church building which has recently been granted outline planning consent for the demolition of the existing buildings and erection of 2 dwellings, together with associated works.

The level site, which totals 0.21 acres, enjoys direct frontage to Victoria Road and currently houses a detached former church building which dates from the early 1940's of timber frame construction with prefabricated walls beneath a pitched corrugated sheet roof.

The majority of the grounds are laid to shingle, with a brick paved path to the current building, and areas of grass to the rear.

The property offers a wonderful development opportunity with the chance to create a pair of detached dwellings, close to the centre of the popular Suffolk market town of Diss.

Location

The property is found on the south side of the A1066 Victoria Road, towards the eastern side of Diss town centre. The property is bordered on 2 sides by residential dwellings and one side by commercial property.

The market town of Diss, located on the Suffolk/Norfolk border, is a busy town centre and enjoys good access to Ipswich, Bury St Edmunds and Norwich.

Planning

Planning permission was granted on the 1st November 2019 for the demolition of the existing church building and erection of up to 2 dwellings and associated works (with all matters reserved except access).

Full details of the planning application and decision notice can be found on the South Norfolk Council website (www.south-norfolk.gov.uk) reference 2019/1644.

It is understood that the property is connected to mains water and electricity, but buyers are encouraged to make their own inquiries in this regard.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Tollerton of Edward Connor Solicitors, 10 The Point, Market Harborough, LE16 7QU

VIEWING: Cheffins Property Auction Dept 01223 213777



- **Barns with full planning permission to create a 4 bed detached house and garage**
- **Rural location**
- **Freehold**
- **Ideal development opportunity**

Description

Hodsons Barn offers a unique opportunity to acquire a development site in a rural setting, to the north of the thriving town of Soham, Cambridgeshire which is likely to appeal to self-build owner occupier and developer buyers.

The site presently comprises two traditional barns fronting Hasse Road, situated either side of the entrance access with open yard area to the rear, more particularly described as:

Timber frame barn (22.4m x 6.6m) under corrugated pitched roof and timber cladding.

2nd Timber frame barn (10.5 x 5.5m) under fibre cement pitched and hipped roof, with part brick walls and timber cladding; single storey brick side extension (9m x 4.2m) under pitched roof.

Full planning consent was granted in 2018 for the demolition of the long barn with permission for the conversion and substantial extension of the remaining barn, under planning reference 18/00756/FUL. The site may also offer buyers scope to look at a revised scheme retaining both buildings, Subject to Planning.

The approved scheme provides the following accommodation:

Open-plan Kitchen/Dining room, Utility, Cloakroom, Study and Living Room. At first floor level there are a total of 4 Bedrooms and 4 Bathrooms in this well designed layout.

Outside: The proposed dwelling features an integral garage and off-road parking; to the rear of the accommodation will be an enclosed garden.

The rear and right hand side boundaries of the site are marked on the ground by a temporary metal post and white rope fence, for illustrative purposes.

Location

The property is bordered on 2 sides by residential dwellings, whilst to the rear a further barn is currently being developed to form a residential dwelling.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jenny Jinman at Steed & Steed LLP, 76-82 Coggeshall Road, Braintree, Essex, CM7 9BY

VIEWING: Cheffins Property Auction Dept 01223 213777



- **Period barn with full planning permission for conversion to 2 dwellings**
- **Total plot of 0.56 acres with further outbuildings**
- **Countryside views**
- **Freehold with vacant possession**



Description

A chance to acquire an attractive brick and flint barn under a pitched roof, in an edge-of-village location with countryside views to the south and east.

Hall Farm Barn benefits from full planning consent for conversion to a pair of 3 bedroom dwellings of approximately 184.58m² (1987ft²) each, thereby giving a total developable area of 369.16m² (3974ft²).

Each of the barns will feature the following accommodation:

Ground floor: Open-plan Living and Dining area; Kitchen/Breakfast Room; Cloakroom.

First Floor: 3 Bedrooms and 2 Bathrooms.

Full details of the planning application can be found on West Suffolk District Council's planning portal (www.planning.westsuffolk.gov.uk) with planning reference: DC/17/2570/FUL.

In addition to the proposed accommodation, the property benefits from outbuildings to the front, whilst to the rear there are generous gardens which overlook open countryside.

Location

Hall Farm Barns are located to the south of village of Freckenham on a former farmyard, bordered by other residential properties. The barn is accessed by a track from Church Lane, over which the purchaser will be granted rights and will be responsible for contributing towards maintenance and repairs.

Freckenham is a small village with facilities including public house, village hall and church, situated approximately 10 miles north east of Newmarket and 3 miles south west of Mildenhall.



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Cheryl Driver at Suffolk Legal, Suffolk County Council, Constantine House, Ipswich, IP1 2DH

VIEWING: Cheffins Property Auction Dept 01223 213777

- **2 bedroom terraced house**
- **In need of full refurbishment**
- **Garage and parking space**
- **Freehold with vacant possession**

Description

An excellent chance to acquire a 2 bedroom house occupying an irregular shaped corner plot, in a popular residential area approximately 1 mile from St Neots.

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

The property appears to date from the 1980's and is of brick cavity and part rendered construction beneath a pitched tiled roof with the internal accommodation comprising:

Ground floor: Entrance; Kitchen; Lounge.

First floor: Landing; Bedroom 1; Bedroom 2; Bathroom.

There are gas heaters and wall-mounted heaters within the property, but these are in need of replacement with a suitable equivalent.

The gross internal floor area of the property is approximately 60m².

Outside: The house occupies an irregular shaped plot with a larger than average enclosed garden to the rear. There is also a small open garden to the front, which overlooks a public open space.

No. 59 also benefits from a garage and allocated parking space.

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

Location

The property is situated towards the north east corner of Begwary Close which is an established residential area approx. one mile west of St Neots town centre. The nearby town of St Neots has a range of shops facilities and services, and benefits from good road and rail links.



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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk or David Camwell of Wilkinson & Butler Solicitors, Peppercorn House, 8 Huntingdon St, St Neots, PE19 1BH. Tel 01480 219229

VIEWING: Cheffins Property Auction Dept 01223 213777

- **Detached Grade II Listed cottage**
- **Off road parking and gardens**
- **In need of refurbishment**
- **Freehold with vacant possession**

Description

An opportunity to purchase a detached residential dwelling towards the southern end of the hamlet of Little Barford. The cottage is of timber frame and render construction beneath a predominantly pitched thatch roof, with a modern single pitched roof covering the rear brick extension.

The accommodation of No. 1 can be summarised as: 2 Bedrooms, 2 Reception Rooms, Kitchen, Bathroom, Utility and Lobby Area.

The property has a gross internal area of approx. 103m².

The generous plot measures approximately 0.15 acres.

It is understood that the property dates from the 18th century and may once have featured living accommodation within the attic rooms, hence the dormer window to the front.

There is vehicular access to the side of the house which leads to a shingle parking area and enclosed garden to the rear, all of which enjoys parkland views to the rear of the property. A shared rear access benefits the property via a track across the adjacent parkland (see legal pack).

The property has been successfully let over a number of years, and has benefited from some maintenance, however the accommodation is now in need of upgrading/refurbishment. The flexible accommodation may offer investors/developers a chance to add value during the refurbishment process.

Location

Little Barford is a small hamlet, ideally located for access to the A1(M) and St Neots train station (2 miles away), with good links to Cambridge, Peterborough and London. The property is found to the southern end of Little Barford on the main Barford Road. Heading south from St Neots and passing the Little Barford power-station, the property can be found approximately half a mile to the south of the A428, on the left hand side.

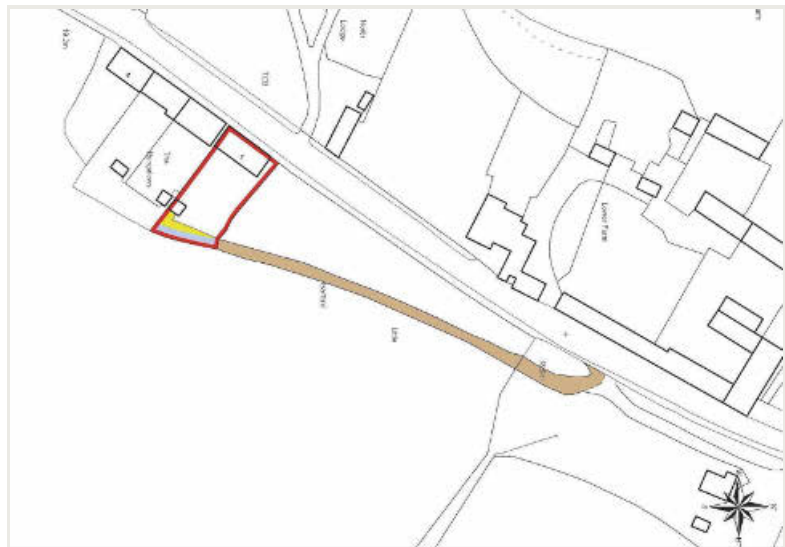
Planning

Interested parties should make inquiries of Bedford Borough Council (www.bedford.gov.uk)

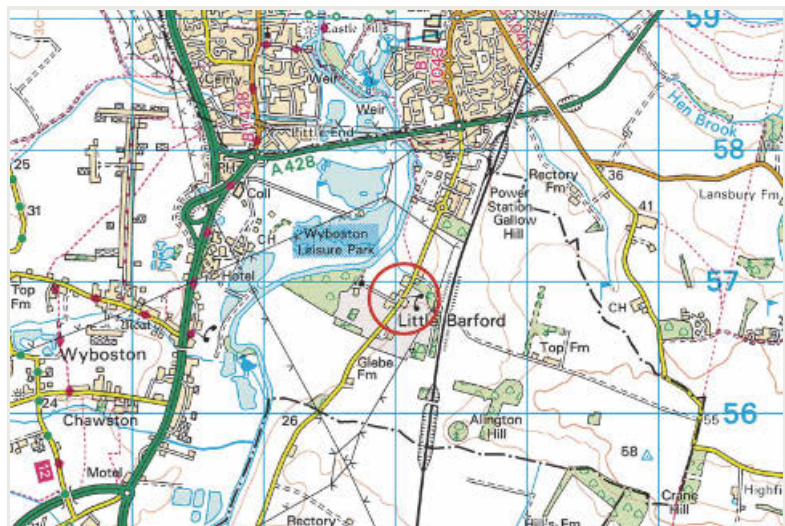
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Patrick Lyman of BDB Pitmans, 50 Broadway, London, SW1H 0BL

VIEWING: Cheffins Property Auction Dept 01223 213777



Plan supplied by Bidwells



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

- **Terrace of 3 residential properties**
- **Total site area of 0.39 acres**
- **In need of refurbishment/renovation**
- **Freehold with vacant possession**

Description

A unique opportunity to purchase a terrace of 3 Grade II Listed residential properties located on the southern outskirts of the hamlet of Little Barford.

Nos. 2, 3 & 4 The Bungalows are of timber frame and render construction beneath a pitched thatch roof, each with a more modern brick built extension to the rear under single pitch felt roofs. The accommodation of the various properties can briefly be summarised as follows:

No. 2: an end-terrace, single storey dwelling with 3 Bedrooms; 2 Receptions; Utility Room; Kitchen; Bathroom. Gross internal area of 104m² (1,119ft²).

No. 3: A mid-terrace single storey dwelling with 2 Bedrooms; Sitting Room; Kitchen; Bathroom. Gross internal area of 65m² (699ft²).

No. 4: An end-terrace, single storey dwelling with 3 Bedrooms; Sitting Room; Kitchen/Breakfast Room; Utility Room; Bathroom. Gross internal area of 83m² (893ft²).

Each property enjoys a generous garden to the rear, mainly laid to lawn with small brick outbuilding, and each also benefits from an allocated parking area to the rear of their garden. The parking is accessed via an unmade track which crosses the adjacent parkland, and over which each property has a right of access for residential purposes (see legal pack).

The terrace of properties are understood to have once featured first floor attic rooms, hence the eyebrow dormer windows to the front, whilst their sale as a single lot presents buyers with a wonderful opportunity to refurbish/renovate these iconic properties.

Location

Little Barford is a small hamlet, ideally located for access to the A1(M) and St Neots train station (2 miles away), with good links to Cambridge, Peterborough and London. The property is found to the southern end of Little Barford.

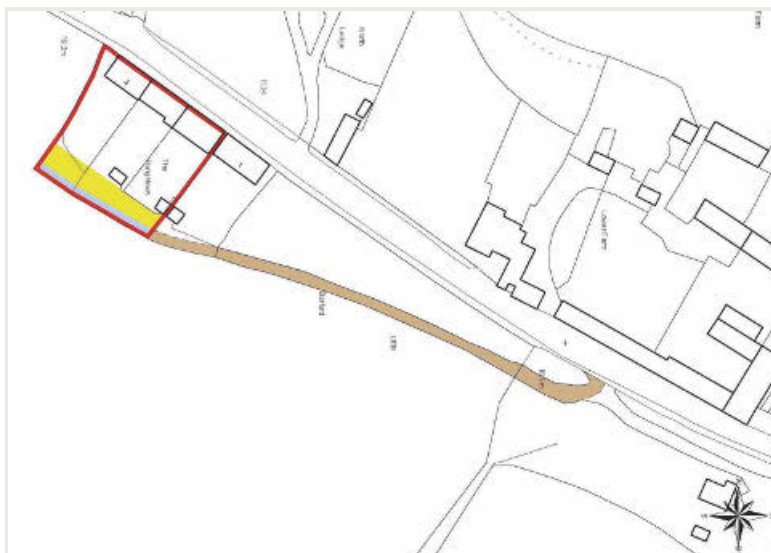
Planning

Interested parties should make inquiries at Bedford Borough Council (www.bedford.gov.uk)

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Patrick Lyman of BDB Pitmans, 50 Broadway, London, SW1H 0BL

VIEWING: Cheffins Property Auction Dept 01223 213777



Plan supplied by Bidwells



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

- **Former public house with planning permission for conversion to 5 apartments**
- **Desirable town centre location**
- **Ideal development opportunity**
- **Freehold with vacant possession**

Description

An opportunity to acquire the former Victoria public house which is situated in one of the most desirable parts of Huntingdon town centre. The pub, which was previously referred to as "the village pub in town" overlooks the attractive Victoria Square, with the prominent building being of brick construction beneath a predominantly pitched slate roof.

The substantial building has recently received planning permission to convert the building into 5 apartments (3 x 1 bed and 2 x 2 bed).

Full details of the well designed scheme can be seen under planning reference 19/00526/FUL. The stylish flats have been cleverly designed to fit within the current building envelope, with minimal alteration to the current structure. The various apartments feature open plan kitchen and living areas, good sized bedrooms and a mixture of bath and shower rooms.

The total developable area is approximately 226m² (2,435ft²).

There is a small area of outside space to the left hand side of the building for storage and bins, and a pedestrian right of way to the rear.

The property offers buyers a wonderful chance to create well appointed apartments in this highly sought after location.

Location

Victoria Square is found close to the heart of Huntingdon, within a short walk of the wide range of shops, facilities and services that the town has to offer, with easy access to the A14 trunk road and Huntingdon train station providing rail services to London St Pancras in approx. an hour.

Planning

Full details of the approved scheme can be found under planning reference 19/00526/FUL on Huntingdon District Council's website.

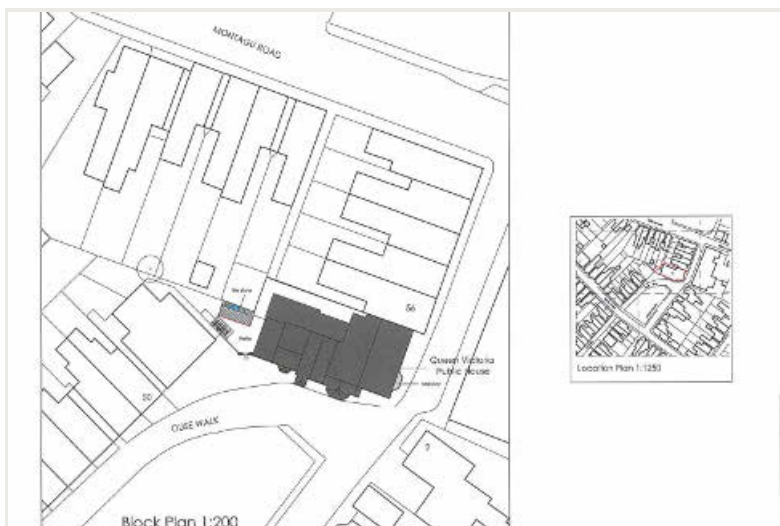
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Chris Dodd at Leeds Day, Atlantic House, 11 Station Road, St Ives, Cambridgeshire, PE27 5BH

VIEWING: Cheffins Property Auction Dept 01223 213777



Floor plan, not to scale, for illustrative purposes only.



Blockplan within approved scheme.

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

- **Substantial mixed use property with rear yard**
- **Planning permission for conversion to 2 self contained shops and 5 flats**
- **Town centre location**
- **Freehold with vacant possession**

Description

An opportunity to acquire a deceptively large mixed-use property in the heart of Ramsey town centre. The building is predominantly of brick construction beneath pitched roof, but with a substantial flat roof to the rear. It has recently been used by a charity shop who occupied the ground floor retail space, whilst the first and second floors of the property were last used as a self contained flat. The property is now in need complete refurbishment as part of the approved planning scheme.

The property has a current gross internal area of approximately 516m² (5,552ft²)

Planning permission was granted on the 21st February 2019 for the conversion of the existing shop to 2 self contained shops, conversion of the existing ground floor offices to a one bedroom flat, and the demolition of the existing flat roof extension to the rear with extensions and alterations to form 4 No. further 1 and 2 bedroom flats to the rear. To the rear of the existing building is a generous yard which is accessed via Great Whyte.

Full details of the approved scheme can be found on Huntingdonshire District Council website: 17/02196/FUL.

Auctioneers Note

The area immediately above the shops did not form part of the above application and has been most recently used as a self-contained flat, having previously been granted planning permission for 3 flats as part of planning application ref: 0702281FUL. The permission was granted on the 26th March 2008. Some works were undertaken following the 2008 permission, but it is believed that this earlier planning permission has since lapsed.

There may be scope for a purchaser to combine the schemes (STP) or make a new application for the space above the front retail unit.

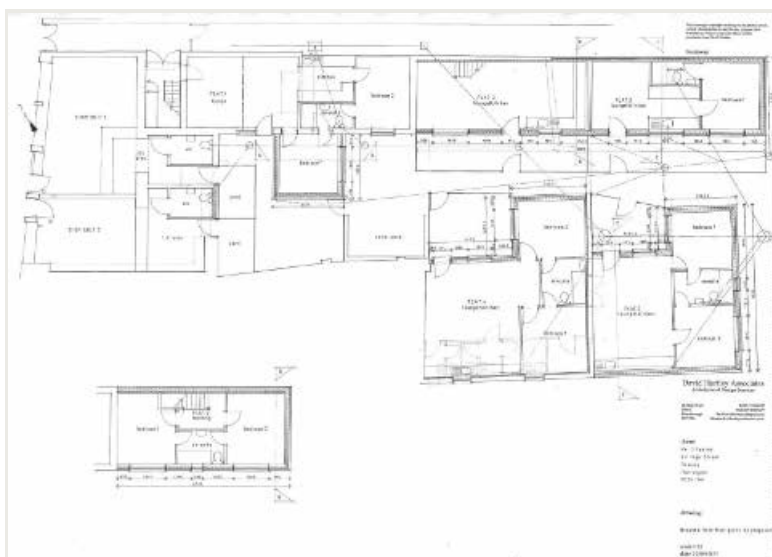
Location

The property is well located on the north side of the High Street, which is the main thoroughfare through Ramsey. Ramsey has a wide range of shops, facilities and services.

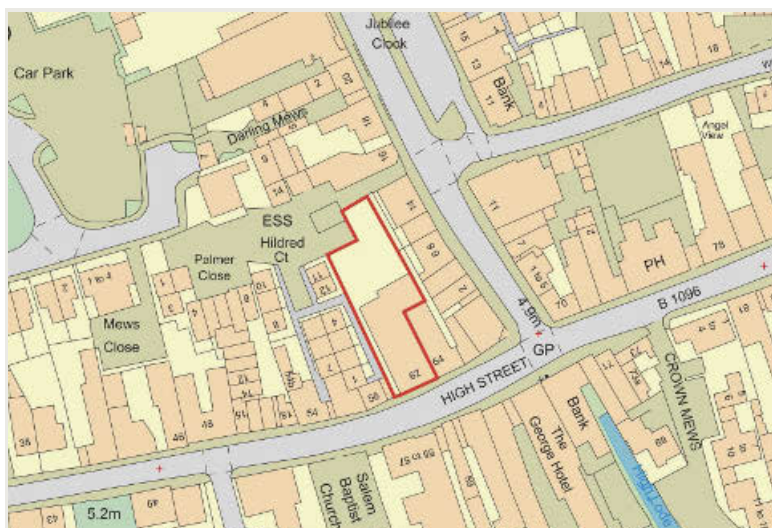
TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Matthew Lutkin at Nockolds, 6 Market Square, Bishops Stortford, Hertfordshire, CM23 3UZ

VIEWING: Cheffins Property Auction Dept 01223 213777



Floor plan taken from Planning Application 17/02196/FUL



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

- **3 bed detached house in need of renovation/repair**
- **Central village location**
- **Garage, parking and gardens**
- **Freehold with vacant possession**

Description

A 3 bedroom detached house in a central village location, which is in need of renovation and some structural repair, presents an ideal opportunity to developers and owner occupiers alike.

The detached house is of brick cavity construction beneath a predominantly pitched tiled roof, with the internal accommodation comprising:

Ground floor: Entrance Hall, Sitting Room with radiator, gas fire and patio doors leading to; Conservatory with French doors to garden; Kitchen/Dining Room with a range of fitted base and wall units, plumbing for white goods and gas hob.

First floor: Landing giving access to; Bedroom 1 with radiator and fitted wardrobe; Bedroom 2 with radiator, cupboard housing gas fired boiler; Bedroom 3 with radiator; Bathroom with WC, wash hand basin and bath with shower attachment.

The gross internal floor area is 117.5m²

Outside: There is a generous frontage with off road parking for 2 vehicles and an area of lawn. To the rear is an enclosed garden mainly laid to lawn, with paved area and mature flower beds.

There is a single garage with up-and-over door attached to the left hand side of the property. The garage has suffered some structural movement and therefore requires significant structural repair or demolition and replacement.

The required remedial works and need for internal updating offer purchasers a chance to tailor the property to their tastes and standards, or even re-order the layout.

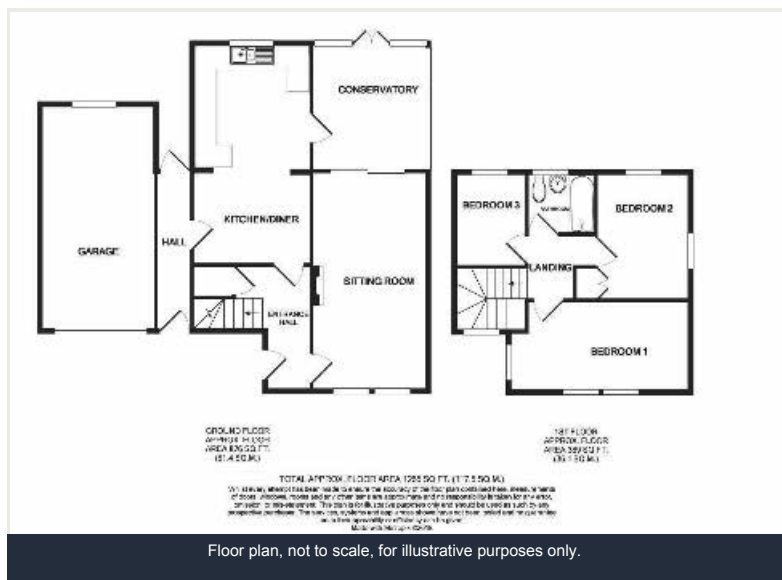
Location

The property is located close to the centre of Burwell village. The village has a wide range of facilities including primary school, surgery, bank, post office, public houses, and a range of shops. Burwell has good access to the A14, and the town of Newmarket (5 miles to the south) and Cambridge (13 miles to the west).

TENURE: Freehold with vacant possession

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

VIEWING: Cheffins Residential Newmarket 01638 663228



- **3 bed semi-detached house in need of refurbishment**
- **Edge of town location**
- **Off road parking and gardens**
- **Freehold with vacant possession**

Description

An excellent opportunity to purchase a 3 bed semi-detached house on the edge of the town, which is in need of updating/refurbishment and is therefore likely to be of interest to investors and owner occupiers alike.

The property is of brick cavity construction beneath a pitched tiled roof and lies in the heart of a residential area close to the edge of the town.

The internal accommodation comprises:

Ground floor: Entrance Hall with double glazed door and window, and stairs to first floor; Sitting Room (3.8m x 3.92m) with double glazed sliding door to rear garden, radiator and blocked fireplace; Kitchen (1.7m x 3.1m) with a range of MDF base and wall units and double glazed window; Dining Room (3.1m x 3.7m) with dual aspect double glazed windows; Cloakroom with high cistern WC; Utility Area (1.8m x 2.3m) with gas boiler; Store Cupboard area.

First floor: Central Landing gives access to 3 bedrooms, each with storage cupboards and double glazed windows; Bathroom with white WC, wash hand basin and bath.

The gross internal area is approximately 93m²(1,000ft²).

Outside: The property has a generous frontage that provides off-road parking for multiple vehicles and a path to the front door.

To the rear, the garden is laid to lawn and surrounded by feather-edge fencing.

The property is in need of internal updating and general refurbishment, and may lend itself to re-ordering of the accommodation (STP).

Location

St Edmund's Lane lies on the eastern fringes of the popular town of Great Dunmow, approximately half a mile from the centre of the town. Great Dunmow offers a range of shops, facilities and services, whilst also being handily placed for access to the M11 and to London Stansted Airport.



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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Johnson at Goody Burrett Solicitors, The Chestnuts, 4 Stortford Road, Great Dunmow, CM6 1DA

VIEWING: Cheffins Property Auction Dept 01223 213777

- **Mid-terrace house in need of improvement**
- **3 bedrooms**
- **Calder build**
- **Freehold with vacant possession**

Description

A mid-terrace 3 bedroom house, of Calder timber frame construction, situated in the Kings Hedges area of Cambridge, approx. one mile north of the historic core of the city, and close to Cambridge North train station.

The property offers the following accommodation:
Ground Floor: Entrance Hall with fitted carpet, radiator, UPVC double glazed window and door; Cloakroom with laminate floor, radiator and white WC and wash hand basin; Kitchen with lino flooring and a range of MDF base and wall units, stainless steel sink, and dual aspect double glazed windows; Dining Area with a door to rear garden; Sitting Area with dual aspect double glazed windows.

First floor: Central landing gives access to 3 Bedrooms each with double glazed windows and radiators; Family Bathroom with lino flooring, radiator, white WC, wash hand basin and bath and double glazed window.

The gross internal floor area of the property is approximately 86m² (925ft²).

The house benefits from a modern gas fired central heating system. EPC - D.

Outside: There is a modest frontage with path to front door. To the rear is an enclosed rear garden mainly paved with separate rear access. Parking is available to the front of the property.

The property is of Calder build construction which is a non-standard construction method. The property is therefore suited to a cash purchaser.

The house would benefit from updating and improvement, and therefore presents an enticing proposition for an investor, landlord, developer or owner occupier.

Location

Cameron Road is located in the Kings Hedges/Arbury area of Cambridge. The area benefits from a wealth of shops and facilities, along with regular public transport links to the city centre, as well as good access to the Cambridge Business and Science Parks, the new Cambridge North train station and A14 and M11 road network.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Marie Nash at Home Property Lawyers, Olympic House, 995 Doddington Road, Lincoln, LN6 3SE

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.

- **3 bed semi-detached house and gardens**
- **Potential to upgrade the internal accommodation**
- **8 week completion period**
- **Freehold with vacant possession**

Description

A wonderful chance to acquire a semi-detached house on the eastern side of Cambridge city centre. The property offers some scope for cosmetic refurbishment and is likely to appeal to owner occupiers and investors alike.

The property is understood to date from the early part of the 20th Century and is of brick construction with textured rendered walls, beneath a predominantly pitched tile roof.

The internal accommodation can briefly be described as:

Ground Floor: Entrance Hall with double glazed window and stairs to first floor; Sitting Room with bay window to front, fitted carpet, radiator and opens into; Kitchen/Breakfast Room with lino flooring, a range of wood and MDF base and wall units and ceramic sink and drainer; Rear Reception/Bedroom with lino flooring, window to side and double doors to rear garden.

First Floor: Central Landing gives access to Bedroom 1, double bedroom with bay window to front, fitted carpet, radiator and blocked fireplace; Bedroom 2 with fitted carpet and double glazed window to rear; Bedroom 3 with laminate flooring and double glazed window to rear; Family Bathroom with laminate flooring and a white suite comprising WC, wash hand basin and bath with overhead electric shower.

The gross internal floor area is approximately 74m² (795ft²)

The property has a modest frontage with off-road parking, whilst to the rear there is a long garden which is predominantly laid to lawn and has boundary fences.

The house functions well as family home and would therefore be ideal for an owner occupier or an investor purchase, while the required cosmetic upgrades offer the potential to add value.

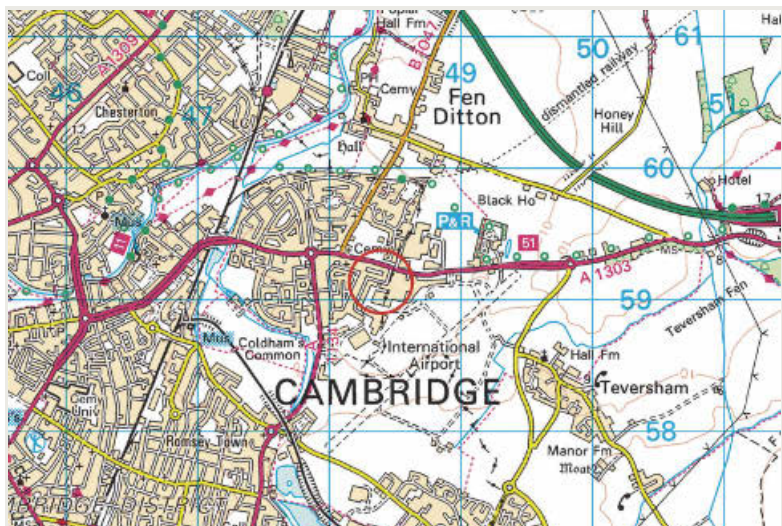
Location

No.2 lies on the northern side of the residential street, close to the junction between The Homing and Meadowlands Road. The Homing is a residential cul-de-sac comprising similar sized properties close to Cambridge airport.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Tim Thomson of Thomson Webb and Corfield, 16 Union Road, Cambridge, CB2 1HE

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.

- **Substantial 4 bedroom house in need of updating/refurbishment**
- **Outbuildings to rear**
- **Off-street parking**
- **Freehold**

Description

An opportunity to purchase a substantial 4 bed house which is understood to have been in the same family ownership for approximately 100 years. The house and outbuildings offer the chance to refurbish a prominent Grade II listed property to a high standard, with the potential for home office or annexe accommodation STP.

The accommodation comprises:

Ground Floor: Living Room with door from High Street and fireplace Dining Room with pine board flooring and sash window; Family Room with a range of fitted cupboards; Kitchen with modern MDF base and wall units; Rear Lobby.

First Floor: Central landing gives access to; Bedroom 1 with a pair of sash windows and fitted cupboards; Bedroom 2 with wood flooring, sash window and a range of fitted wardrobes; Bedroom 3 with wood floor and dual aspect single glazed windows and built in cupboards; Bedroom 4 with shower cubicle, plumbing for sink and cupboard housing modern boiler; Family Bathroom with white WC, wash hand basin and bath with overhead electric shower.

Attached to the rear of the property are 4 rooms within outbuildings, including; Room 1 with door to side and cast iron fireplace; Room 2 with fitted carpet, door to side and incorporating a Cloakroom with WC and wash hand basin; Room 3 with high ceiling and a pair of Velux windows; Room 4 with tiled floor, Velux window and door to side.

The house requires general updating and some repair following a water leak, but offers the chance to create a comfortable village home.

The gross internal area of the accommodation (including the outbuilding rooms) is 189m² (2029ft²)

Outside: A shingle driveway to the left hand side of the property gives access to a rear parking area with space for 2 cars. There is also a garden to the rear of the property which is enclosed by a new timber fence.

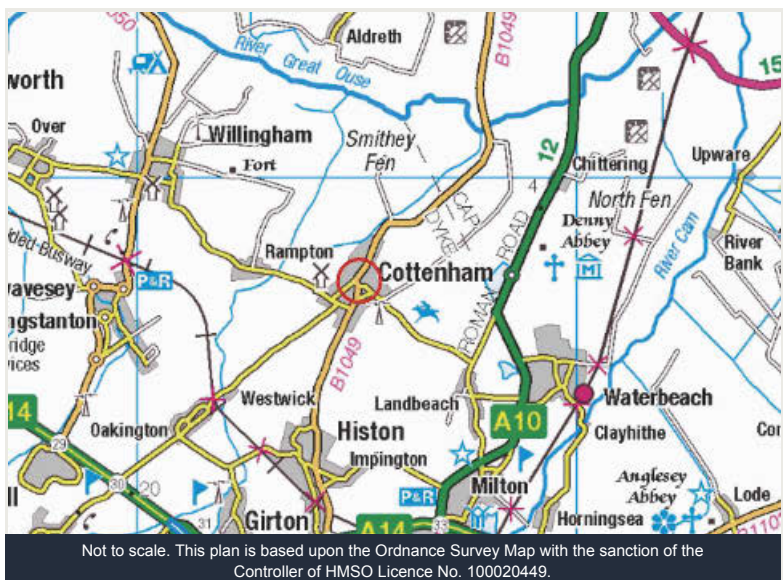
Location

Cottenham benefits from a wide range of shops, facilities and services, and has regular public transport links with Cambridge which is 6 miles to the south.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or David Hodges, Browns Solicitors, Second Floor, Brooke House, Market Square, Aylesbury, HP20 1SN

VIEWING: Cheffins Property Auction Dept 01223 213777



- **2 bed terraced house**
- **Good town centre location**
- **Gardens and parking**
- **Freehold with vacant possession**

Description

An opportunity to purchase a 2 bedroom house close to the centre of the popular village of Stansted Mountfitchet.

The attractive mid-terrace property is of part timber frame, part brick construction beneath a pitched slate covered roof, with a small area of flat roof to the rear, and features the following internal layout:

Ground floor: Sitting Room (3.61m x 3.81m) with fitted carpet, decorative cast iron fireplace, UPVC double glazed windows and door and radiator; Kitchen (3.48m x 2.97m min plus recess) with lino flooring and a range of MDF base and wall units and double glazed window; Lobby with door to rear garden and cupboard housing a modern Vaillant Ecotech gas boiler; Bathroom with lino flooring, timber frame windows and modern white suite comprising WC, wash hand basin and bath with overhead shower.

First floor: Bedroom 1 (3.8m x 3.63m) with fitted carpet, radiator and double glazed window; Bedroom 2 (3.5m x 2.99m) with fitted carpet, radiator and UPVC double glazed window.

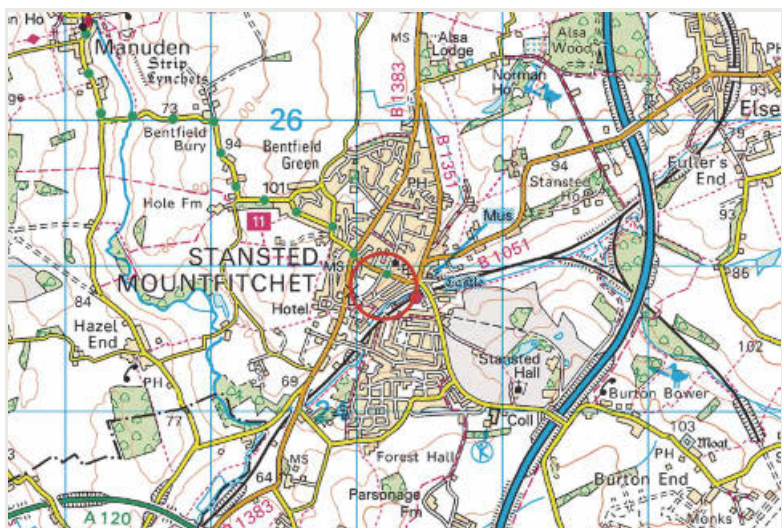
The gross internal floor area of the property is approximately 63m² (678ft²)

The property has a modest frontage with steps leading to the front door. To the rear is a garden which is laid to part natural/part synthetic grass. A rear gate gives access to a single allocated parking space, which is accessed via Woodfield Terrace.

The property appears to be in generally good order but may benefit from some cosmetic redecoration. It is understood that the property was recently let at a rent of £825pcm, but it is considered that there could be some rental growth following redecoration of the property, and therefore offers an attractive investment opportunity.

Location

Woodfields is ideally positioned close to the centre of Stansted Mountfitchet, a short walk from a range of shops, cafes and restaurants, but also well placed for access to the recreation ground and train station.



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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Johnson at Goody Burrett, The Chestnuts, 4 Stortford Road, Great Dunmow, CM6 1DA

VIEWING: Cheffins Property Auction Dept 01223 213777

- **2 bed Grade II listed cottage**
- **Central town location**
- **Recently refurbished**
- **Freehold with vacant possession**

Description

A charming two bedroom Grade II Listed period cottage which is located within walking distance of the market square and local amenities, presenting an ideal investment opportunity.

The accommodation is arranged over four floors, enjoying a wealth of period features including exposed beams and feature redbrick fireplaces.

The internal accommodation comprises:

Ground Floor: Entrance Hall with door from Bridge Street; Sitting Room with exposed brick fireplace, window to front and stairs to first floor; Kitchen with new base units, built in oven, ceramic hob and dishwasher, and window and door to rear pedestrian access.

Basement: With window to front and exposed brickwork.

First Floor: Landing; Bathroom with modern 3-piece suite; Bedroom 2.

Second Floor: Bedroom 1 with loft hatch.

The property has been recently refurbished, including full rewiring, re-carpeting, new kitchen and boiler, and fully decorated internally and externally. The house is therefore likely to appeal to potential investors and owner occupiers.

Location

Saffron Walden is an historic market town with a magnificent Parish Church, numerous period properties and a wide tree-lined High Street. An extensive range of shops, schools, social and sporting amenities are all accessible within the town and the Golf Course and Sports Centre lie on the town's outskirts.

Road links to London and Cambridge (16 miles) are accessible at Junctions 8 and 9 of the M11. Train services to London (Liverpool Street – 57 mins) run from Audley End Station about 2 miles away.



Floor plan, not to scale, for illustrative purposes only.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Rich & Carr – Assurance House, 24 Rutland Street, Leicester, Leicestershire, LE1 1RD Ref: TG

VIEWING: Cheffins Saffron Walden 01799 523656

- **Substantial 4 bed house & outbuildings**
- **Total plot of 0.65 acres**
- **In need of internal refurbishment**
- **Freehold with vacant possession**

Description

A wonderful chance to purchase a substantial 4 bed house of brick cavity and rendered elevations, beneath a pitched roof. The house is in need of internal refurbishment and would therefore make an ideal purchase for investors, developers or owner occupiers alike.

The substantial accommodation includes:

Ground floor: Entrance Hall with stairs to first floor; L-shaped Sitting Room with dual aspect windows and sliding doors to front, open fireplace; Study with single glazed window and radiator; Cloakroom with white WC and wash hand basin; Games Room/Snug with dual aspect windows and radiator; Kitchen with a range of wood and MDF base and wall units and Pantry area; Utility Room with modern MDF base and wall units.

First floor: Central landing gives access to a total of 4 generous Bedrooms; Family Bathroom with wash hand basin and bath; Cloakroom with WC and wash hand basin.

The gross internal area (excluding outbuildings) is approx. 180m²(1,938ft²)

To the rear of the property there are external stores and a substantial triple garage complex of brick construction under a flat roof.

The generous plot totals approximately 0.65 acres and is predominantly laid to lawn, with the majority of the grounds to the front of the accommodation.

The substantial house, which is set back from the public highway, is in need of updating/refurbishment works, but present purchasers with an ideal opportunity to create a spectacular residence in a rural location.

Location

The property is located on Taylors Lane, which is a no-through road to the west of Buckden. From the centre of the village, head south on the High Street to the roundabout with the A1, and head north on the A1 for approximately 400m. Taylors Lane can be found on the left hand side. Continue along Taylors Lane for around 250m and the property can be seen on the right hand side.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Priority Law, Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW

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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.



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Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

GLOSSARY

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

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

Approved Financial Institution

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

ARREARS

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

ARREARS Schedule

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

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

BUYER

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

Catalogue

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

Financial Charge

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

General Conditions

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

INTEREST RATE

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

LOT

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

Old ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

Ready To Complete

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

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

Common Auction Conditions

Edition 04. Reproduced with the consent of the RICS.

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

A2 OUR role

- Words in small capitals have the special meanings defined in the Glossary.
- The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION
- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.
- A2.2 OUR decision on the conduct of the AUCTION is final.
- A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
- A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
- A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

- A3.1 All bids are to be made in pounds sterling exclusive of VAT.
- A3.2 WE may refuse to accept a bid. WE do not have to explain why.
- A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
- A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE, the LOT will be withdrawn from the AUCTION.
- A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.
- A4 The PARTICULARS and other information
- A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.
- A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.
- A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.
- A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

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

A6 Extra Auction Conduct Conditions

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

GENERAL CONDITIONS OF SALE

G1 The LOT

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

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

G2 Deposit

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

G3 Between CONTRACT and COMPLETION

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

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G4 Title and identity

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

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

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

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

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

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

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

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

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

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

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

G5 TRANSFER

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

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

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

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

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

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

G6 COMPLETION

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

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

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

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

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

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

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

G7 Notice to complete

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

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

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

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

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

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

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

G9 Landlord's licence

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

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

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

G9.4 The SELLER must

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

G9.5 The BUYER must promptly

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

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

G10 Interest and apportionments

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

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

G10.3 Income and outgoing are to be apportioned at the ACTUAL COMPLETION DATE unless:

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

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- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for 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 of or forfeit any TENANCY under which ARREARS are due; and
 - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
 - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
 - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 Rent deposits

- G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
 - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the LOT as a nominee for another person.

- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
 - (b) collect the rents payable under the TENANCIES and charge VAT on them.

- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
 - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
 - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
 - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.
- G18 Landlord and Tenant Act 1987
- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 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 Condition.

Telephone, Proxy & Online Bidding Registration Form

CHEFFINS

I WISH TO BID BY ☐ TELEPHONE ☐ PROXY ☐ ONLINE

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

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

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

Lot No:

Lot Address:

Maximum Proxy Bid: £

(in words)

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

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

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.

The lot

The price (excluding any VAT)

£

Deposit paid

£

Balance payable

£

Name and address of seller

Name and address of buyer

Name and address of buyer's solicitors

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

Signed by the buyer

Date

/ /

Signed by us as the agent for the seller

Date

/ /

CHEFFINS

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

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