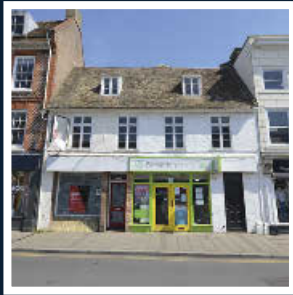


CHEFFINS



Eastern Counties Property Auctions

RESIDENTIAL, COMMERCIAL, LAND

Wednesday 19th June 2019, 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)

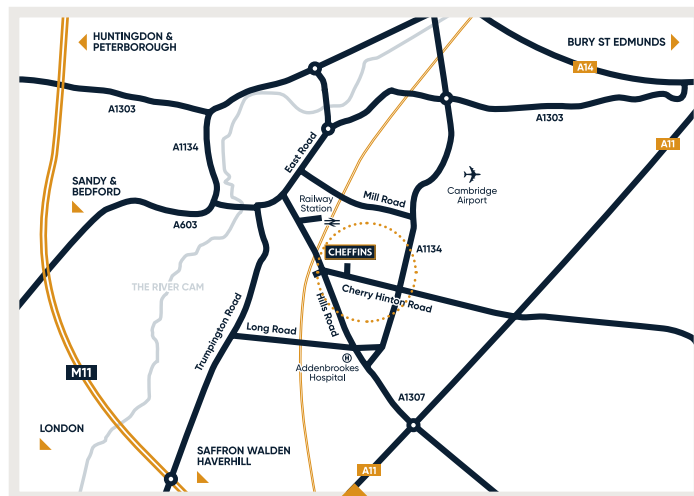
Newmarket/Quy/Cambridge A1303 exit to Cambridge. Follow A1303 along the Newmarket Road passing Marshall's Car Sales on your right and Cambridge Airport on your left. At the first large roundabout turn left into Barnwell Road (A1134). Go straight over the next roundabout (A1134) Brooks Road/Perne Road (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 the Cheffins June 2019 property auction. The auction comes at a time when the market seems to have gained momentum, despite the dreaded "B word". Our March sale saw a truly impressive sale rate of 92% of lots entered, with all types of property selling well, and a wide variety of buyers looking to acquire stock. It is encouraging to see such strong results, confirming the strength of the local market and of course the relative safety that a property investment represents compared to the volatile money markets.

The June catalogue offers a good range of property throughout the region, starting with the often most popular lots which tend to be the amenity or grazing land opportunities. There are a couple of very good such chances to acquire land, namely the 3.4 acres of land on Town Holt East in Waterbeach, which is a flat and level parcel of grass land on the outskirts of the popular village of Waterbeach. The land has a mains water supply and looks good value with a guide price of £25,000. A second parcel of land is the 3.95 acres available in Middle Drove, Ramsey. Sure to appeal to equestrian buyers, this grazing land includes a range of stables and barns in a rural location and comes with a competitive guide price of £59,000.

Investors and buyers looking for commercial property have some nice opportunities within the catalogue. The property on Forehill in Ely will be sold with vacant possession after a 6-week completion period, and comes with planning permission to remodel the building into a self-contained retail unit at ground floor and then creating a 2 bedroom duplex apartment above. Well located in the city centre with a guide price of £225,000 - £250,000 is sure to appeal. Those looking for income producing properties may be drawn to 8/8a The Pavement in St Ives which is let to Barnardo's and Countrywide Estate Agents, with a current rent of £42,000 per annum and represents a 10.5% gross yield based on the guide price.

Developer buyers seeking opportunities also have a good choice with the 2.86 acres and Barns in Fowlmere representing a prime development opportunity to create 2 detached dwellings, each with their own generous curtilage, on the edge of this most popular south Cambridge village, all with a guide price of £250,000-£300,000.

A further barn conversion comes in the form of the Barn and 3.75 acres land at Bungalow Farm near Ramsey, presents the chance to create a substantial detached house with a generous grounds and is likely to appeal to a range of buyers in its current form or when completed.

The catalogue also boasts a wealth of residential opportunities ranging from the attractive Victorian terrace property on Portland Place in Cambridge, which is in need of refurbishment, and the substantial semi-detached house on Milton Road which is in need of complete renovation, but is well positioned to enjoy the benefits of the Science Park and Cambridge North Train Station and offers buyers the chance to create a substantial dwelling once completed.

Opportunities also arise in the popular villages surrounding Saffron Walden, namely, Henham Cottage is a modest but affordable single storey proposition which is in need of refurbishment but may lend itself to re-ordering of accommodation, whilst 2 Parsonage Cottages in Newport, also offers buyers the chance to create a substantial dwelling with a 130ft rear garden on the edge of this popular village. Meanwhile, 6 Pittsdean Road, Abbotsley presents a detached bungalow in need of full renovation and repair in a total plot of approximately 0.47 acres but with outline planning permission to create a further dwelling in the rear garden. The flexible property therefore offers the buyers the chance to retain the existing dwelling and a substantial plot or explore planning gain through the creation of a dwelling to the rear of the existing structure.

We are delighted to offer the various lots within this catalogue on behalf of our vendors and hope to see as many of you as possible on the 19th June 2019 at 2pm.

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 19th June 2019, 2.00pm

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

ORDER OF SALE (unless sold prior or withdrawn)

- | | |
|--|---|
| LOT 01 0.38 acres of Woodland off Bury Lane, Meldreth, Royston, Cambridgeshire | LOT 12 True Blue, 1a Newtons Court, Huntingdon, Cambridgeshire |
| LOT 02 3.40 acres of Land at Town Holt East, Waterbeach, Cambridge | LOT 13 Henham Cottage, High Street, Henham, Bishops Stortford |
| LOT 03 3.95 acres of Land at Middle Drove, Ramsey Heights, Huntingdon, Cambridgeshire | LOT 14 2 Parsonage Cottages, Newport, Saffron Walden, Essex |
| LOT 04 Barn at Bungalow Farm, The Hollows, Ramsey, Cambridgeshire | LOT 15 6 Portland Place, Cambridge |
| LOT 05 Barn at Fenleigh Farm, Smithey Fen, Cambridgeshire | LOT 16 31 Flack End, Cambridge |
| LOT 06 Land and Barns at Cherry Tree Field, Shepreth Road, Fowlmere, Royston | LOT 17 333 Milton Road, Cambridge |
| LOT 07 8 & 8a The Pavement, St Ives, Cambridgeshire | LOT 18 2 Church Street, Isleham, Cambridgeshire |
| LOT 08 8 Forehill, Ely, Cambridgeshire | LOT 19 Purton End House, Purton End, Debden, Saffron Walden, Essex |
| LOT 09 54 Church Street, Baldock, Hertfordshire | LOT 20 15 Newmarket Road, Stretham, Cambridgeshire |
| LOT 10 52-54 Market Street, Ely, Cambridgeshire | LOT 21 Home Farm Barns, Eye Road, Hoxne, Suffolk |
| LOT 11 6 Pittsdean Road, Abbotsley, St Neots, Cambridgeshire | |

ENTRIES ARE NOW BEING INVITED FOR OUR 2019 AUCTIONS

Wednesday 18th September 2019 (catalogue closes 16th August 2019)

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

- 0.38 acres of woodland spinney
- Suitable for amenity use
- Adjoining the A10
- Freehold with vacant possession

Description

An opportunity to acquire a small, un-managed woodland spinney situated off Bury Lane in the village of Meldreth, in South Cambridgeshire, extending to approximately 0.38 acres (0.15ha).

The woodland lies adjacent to the A10, alongside a lay-by on the north bound carriageway, although access is taken off Bury Lane via an unmade public byway. The land is bordered by post and rail and post and wire fencing with the byway track running the length of the parcel.

Location

The woodland is located to the south of Meldreth between the popular villages of Meldreth and Melbourn.

From the village of Meldreth, head south on Station Road; Bury Lane is situated to the side of Field Gate Nurseries on the corner of Station Road. Follow Bury Lane down and the land is situated on the left hand side. The track continues on and joins with the A10.

General Remarks & Stipulations

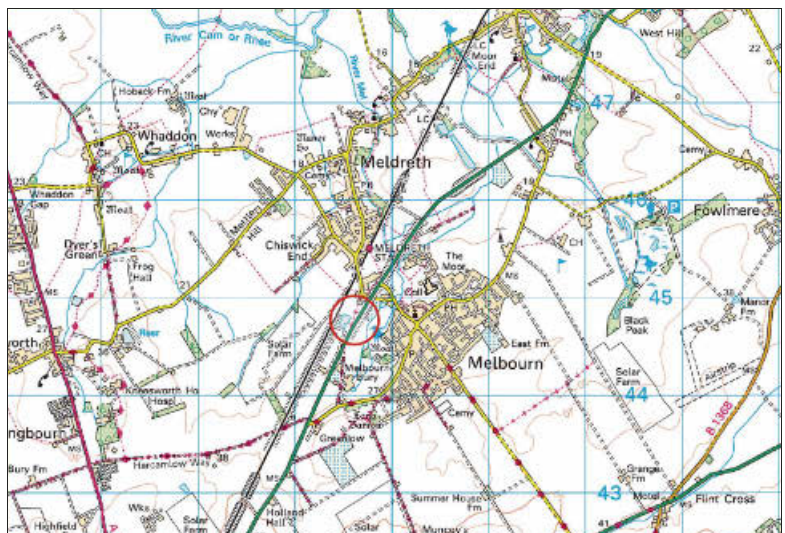
Bury Lane is a public byway which appears unsuitable in parts for vehicular access. Buyers are advised to consult the legal pack for official rights of way.

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

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



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



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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Scott Smith of Howes Percival, Terrington House, 13-15 Hills Road, Cambridge, CB2 1NL, 01223 791000, scott.smith@howespercival.com

VIEWING: Attend the site at all reasonable times during daylight hours with a copy of the particulars to hand.

- 3.40 acres (1.38ha) of grassland currently let for grazing
- Edge of village location
- Freehold subject to Farm Business Tenancy
- Gated access off public highway

Description

An opportunity to purchase a parcel of grassland extending to 1.38 ha (3.40 acres) located on the edge of Waterbeach. The land comprises a single enclosure of grassland which is currently let for grazing and benefits from a mains water supply. Access is via a gateway directly off Burgess Road.

Location

The land is located on the eastern side of the railway line at the south eastern end of the village of Waterbeach, approximately 6.5 miles north of the city of Cambridge.

In order to access the land, take St Andrew Hill off Station Road from the centre of Waterbeach, before taking the second right onto Burgess Road. Continue 0.3 miles over the level crossing and the entrance to the property is directly on the right marked by a For Sale board. Please be aware that the level crossing is not automatic.

The land can also be accessed on foot via the Public Footpath off Clayhithe Road on the eastern side of the railway line.

Auctioneers Note

1. The land will be sold subject to an overage clause reserving 50% of any increase in value attributable to the grant of planning permission for a period of 25 years from the date of completion. Any agricultural or equestrian building will not be subject to the overage provision.
2. Cambridge Water Company have recently served Notice of Intention to lay a relevant pipe along the western boundary of the land. Full details are available in the Legal Pack.

Tenancies

The land is subject to an annual periodic Farm Business Tenancy with effect from 29th September at a rent of £250 per annum, increasing to £300 per annum from 29th September 2019. Vacant Possession would not therefore be available until 29th September 2020.

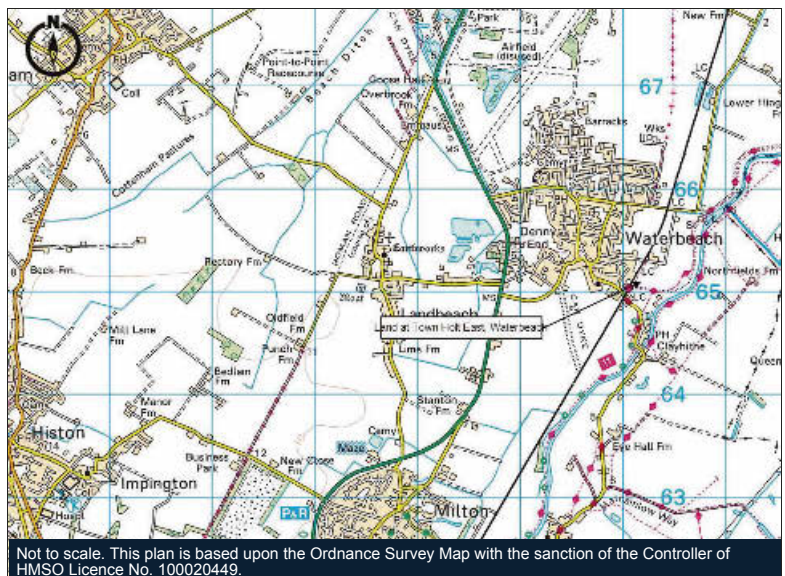
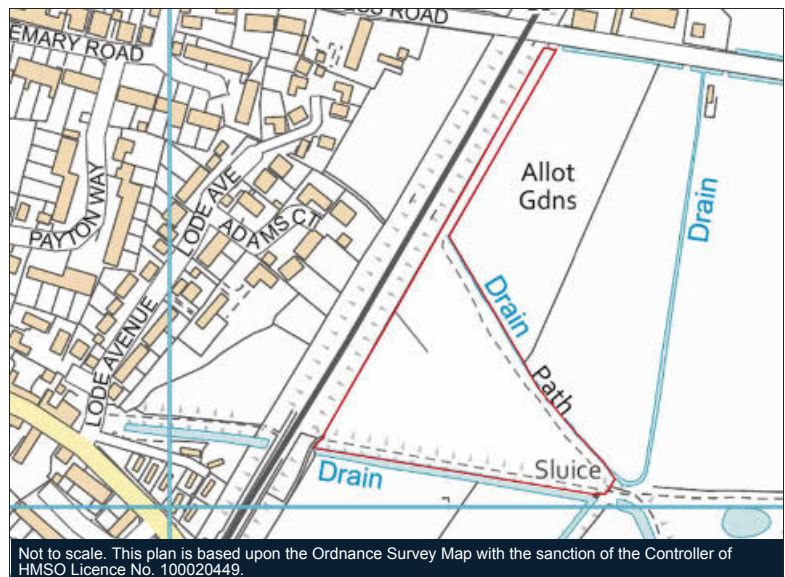
General Remarks & Stipulations

The land is sold subject to any wayleaves, covenants and rights of way that might exist. All sporting timber and mineral rights are included in the sale in so far as they are owned.

TENURE: Freehold subject to a Farm Business Tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Fiona Smith at Hewitsons, Shakespeare House, 42 Newmarket Road, Cambridge, CB5 8EP, 01223 461155

VIEWING: Attend the site at all reasonable times during daylight hours with a copy of the particulars to hand.



- 3.95 acres (1.60ha) of grazing land
- Includes range of stables and open-sided barns
- Rural location
- Freehold with vacant possession

Description

An opportunity to purchase a single block of land extending to 3.95 acres, situated in a quiet rural location on the edge of Ramsey Heights. The land would be ideal for equine purchasers and/or small holders.

The land is laid to grass and arranged in 3 main paddocks, and is being used for grazing purposes.

Within the parcel are a number of timber structures, including; Stable and machinery store; Open-sided barn/store; and 2 Field Shelters.

Also included is a rubber crumb menage lit by flood lights which have previously been powered by a generator, but are not currently connected.

The parcel is flat and level and features timber perimeter and internal fences.

The land benefits from a water connection, with 4 taps situated through out the land.

Location

Upon entering the village of Ramsey Heights from the south, continue along Ugg Mere Court Road and Middle Drove will be found on the left hand side. Continue along Middle Drove for approximately 0.6 miles, where the land can then be seen on the right hand side (north side of Middle Drove) marked by a blue metal bar gate. The land has direct access off the Drove.

The village of Ramsey Heights is approximately 1 mile to the west of the main town of Ramsey. Ramsey benefits from a range of shops, facilities and services and serves a number of villages around the town.

General Remarks & Stipulations

Land is sold subject to any wayleaves, covenants and rights of way that may exist. All sporting, timber and mineral rights are included within the sale so far as they are owned. Please refer to the auction legal pack for details.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Ian Groome at Bowers Solicitors, 15 South Brink, Wisbech, 01945 583194, ian.groome@bowers.co.uk

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.

Barn at Bungalow Farm, The Hollows, Ramsey, Cambridgeshire, PE26 2YB

Guide Price*
**£225,000–
 £250,000**

- Detached agricultural barn in 4.30 acres
- Prior approval for change of use to residential dwelling
- Rural location
- Freehold with vacant possession

Description

An opportunity to acquire a generous sized agricultural barn with prior approval consent for change of use to a residential dwelling, situated in a rural location near Ramsey in the county of Cambridgeshire.

Prior approval consent was granted by Huntingdonshire District Council under reference 18/0168/PMBPA for change of use to form one residential dwelling. Consent was granted in October 2018. Please refer to the legal pack for details.

The property comprises a steel portal frame agricultural building (22.63m x 13.31m) providing approximately 300sqm of gross internal space. The barn is sold with the adjacent former piggery building and open fronted cart shed, together with approximately 3.75 acres of land to the rear which has been in arable rotation.

The property is accessible via a separate entrance way from Ramsey Hollow Road and extends in total to 4.30 acres. Mains electricity is connected.

Location

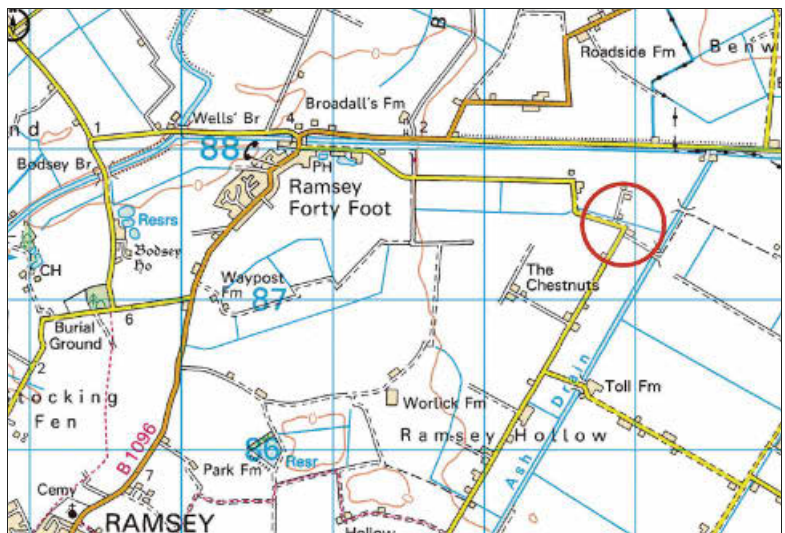
The property is located approximately 4 miles to the north east of the market town of Ramsey in a rural location. From the centre of Ramsey head south east on Hollow Lane before turning left into Ramsey Hollows Drove. The property can be found on the right hand side approximately 1.5 miles on the corner of Ramsey Hollow Road and Long Drove.

Auctioneers Note

The land is sold subject to a right of holdover until October 2019 in order to harvest the current potato crop.



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



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

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Burrows of Beacon Wealth Solicitors, 3 The Sheep Market, St Ives, Huntingdon, PE27 4AJ, 01480 377377, pburrows@beaconwealth.co.uk

VIEWING: Cheffins Property Auction Dept 01223 213777

- Detached barn for conversion in 1.31 acres
- Prior approval for change of use to residential dwelling
- Rural location
- Freehold with vacant possession

Description

An excellent opportunity to purchase a substantial detached agricultural barn with the benefit of prior approval consent for change of use to residential, situated close to the Cambridgeshire village of Cottenham. The former livestock building forms part of Fenleigh Farm in Smithey Fen and is constructed of raised steel portal frame under fibre cement roof and cladding on a concrete floor with a sliding door.

The building has a gross internal area of 447sqm and is offered for sale together with the adjacent Nissen shed, generous concrete curtilage and paddock land to the rear, extending in total to 1.31 acres. Three phase electricity is connected to the barn and single phase to the Nissen shed.

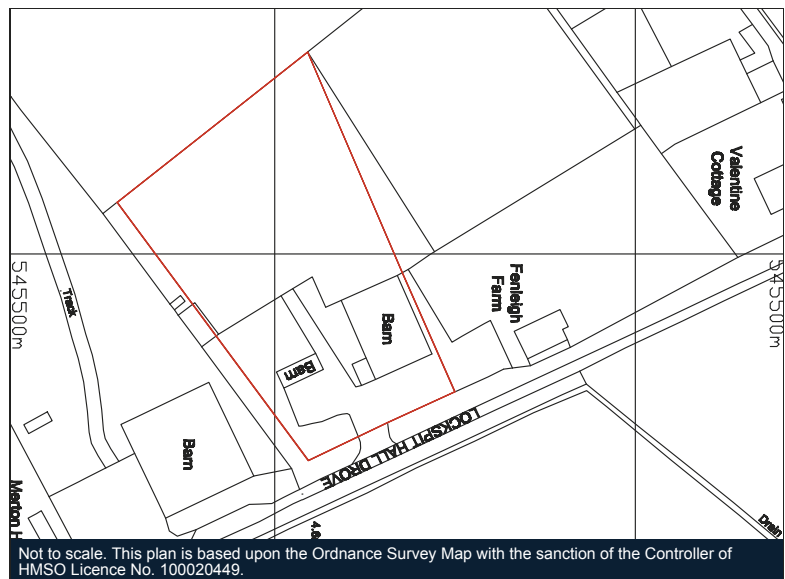
Planning

Prior approval for change of use of the building to a single residential dwelling was granted under planning reference S/0172/18/PA. The approved scheme must be completed within 3 years of the date of permission.

Location

The barn is situated off Lockspit Hall Drove in Smithey Fen, to the north of Cottenham. From the village of Cottenham, head north on the High Street for approximately 1 mile turning left into Lockspit Hall Drove. The barn is situated after approximately 800 metres on the left hand side adjacent to Fenleigh Farm house.

The village of Cottenham is situated approximately 1.5 miles away, which benefits from a range of local facilities and services as well as local transport links to the centre of Cambridge.



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Joy Plummer of Hegarty Solicitors, 48 Broadway, Peterborough, Cambridgeshire, PE1 1YW, 01733 346333, joy.plummer@hegarty.co.uk

VIEWING: Cheffins Property Auction Dept 01223 213777

- A pair of agricultural barns with consent for residential conversion
- Prior approval for change of use to 2 large detached houses
- Total plot of 2.86 acres (1.159 ha)
- Ideal development opportunity

Description

An excellent opportunity to purchase a pair of substantial agricultural barns on the edge of the desirable village of Fowlmere, with countryside views to all sides, providing an ideal development opportunity.

The buildings are currently joined by a temporary roof but consist of a pair of steel frame barns, beneath a pitched roof variously covered with concrete fibre and corrugated sheeting. The barns sit centrally within the generous plot, affording each barn its own generous private curtilage, thereby creating a pair of magnificent residential homes.

Planning

Prior approval for a change of use of the agricultural buildings to a pair of houses and associated operational development, was granted on 17th September 2018 by South Cambridgeshire District Council (Ref: S/2685/18/PA). The project offers a wonderful opportunity for developers and owner occupiers alike.

The front barn has a gross internal area of approx. 168m² (1,807 sq. ft) and the rear barn has a gross area of 187m² (2,017 sq.ft). The indicative layouts of each barn feature 3 Bedrooms, 2 Bathrooms, a Study and a large open plan Living/Kitchen Area and Utility.

Outside: The substantial plot will provide ample room for parking and garden areas, while enjoying the open farmland views on three sides.

Location

The property fronts Shepreth Road and lies midway between Fowlmere and Shepreth villages in a quiet position. The village of Fowlmere is approximately 9 miles south west of the City of Cambridge and approximately 5 miles north east of Royston. There are a range of local facilities available in the village of Fowlmere, and in Melbourn to the west.

From Cambridge, head south west on the A10, continuing over the level crossing at Foxton, before turning left onto Shepreth Road. Continue for approximately half a mile, whereupon the property can be found on the left hand side, with the barns set back from the road, but marked by a Cheffins For Sale board.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Emily Pumfrey at Greenwood Solicitors, Monkstone House, City Road, Peterborough, PE1 1JE, 01733 887644, erpumfrey@greenwoodsgm.co.uk

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.

- Freehold commercial investment opportunity
- Rental income of £42,000 per annum
- Prime retail location
- VAT exempt

Description

A prominent 3 storey building in the heart of the popular market town of St Ives, Cambridgeshire, generating a strong rental income, and with future potential to convert the upper floors (subject to lease and planning). The property therefore offers a wonderful opportunity to investors and developers alike.

The building is part let to Barnardo's on a 5 year lease dating from November 2018, and part let to Countrywide Estate Agents.

Location

St Ives is a busy market town with a range of local and national retailers nearby, including Barclays, HSBC, M&Co, Greggs, WH Smith and Costa Coffee. The subject property lies in a prominent location adjacent to the Market Hill (which still hosts regular markets) and therefore benefits from good footfall.

St Ives is a busy market town approximately 14 miles west of Cambridge and 6 miles east of Huntingdon. The town has good travel links including its close proximity to the A14 trunk road and the guided busway to Cambridge.

Tenancies

Barnardo's occupy approximately 57.6m² of ground floor retail and ancillary space, with a small yard area to the rear of the building. A renewed 5 year lease was signed on the 15th November 2018, at a rent of £23,000 per annum. Barnardo's have been in occupation for over 15 years.

The remainder of the property is let to Countrywide Estate Agents and features a range of retail space at ground floor level, as well as office, storage, kitchen and cloakroom areas at first and second floor levels, all totaling approx 109 sqm, with yard area to the rear. Countrywide Estate Agents have a 10 year lease dating from 25th March 2011 at a rent of £19,000 per annum, but are not currently in occupation.

The generous accommodation may lend itself to future re-arrangement / conversion of the uppers subject to the existing Countrywide lease and planning consent.

VAT

No VAT is payable on the purchase price.

TENURE: Freehold subject to tenancies

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jeremy Swerner, BSG Solicitors, 314 Regents Park Road, Finchley, N3 2JX, 0208 343 4411, jeremy@bsgsolicitors.com

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.

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

- Freehold commercial investment/development opportunity. VAT exempt.
- City centre location
- Planning consent for 2 bedroom duplex flat above retail unit
- 6 week completion with vacant possession

Description

An excellent opportunity to purchase a well positioned end of terrace commercial premises, in the heart of the thriving city of Ely, Cambridgeshire. The property is of brick and timber framed construction beneath a mix of pitched slate roofs, with flat felt roofing to the rear, and benefits from planning permission to create a self-contained 2 bed flat above the retail unit.

The accommodation currently comprises:

Ground floor: Main L-shaped retail space, with full height and width display windows and glazed doors. Also at ground floor level is a Cloak room with WC and wash hand basin, and rear lobby with stairs to first floor.

First floor: Arranged as one main display area, with a pair of sash windows to front, and large storage cupboard to side.

To the rear of the property is a small yard with right of way in favour of the neighbouring property and a redundant detached store of brick construction beneath asbestos sheet roof in need of overhaul.

The property is currently fully let to an interior design company who have occupied the property for approximately 10 years, but are due to vacate in July 2019, thereby offering an investor a chance to purchase the building with vacant possession.

Planning

Planning permission was granted in October 2017 to reconfigure the property to form a self-contained retail unit at ground floor, with permission to create a 2 bedroom self-contained duplex flat over the first and second floors (which include a conversion of the existing roof space). In addition the detached out-building to the rear will be rebuilt.

Further details of the approved scheme can be found on the East Cambs planning portal, ref 17/01017/FUL.

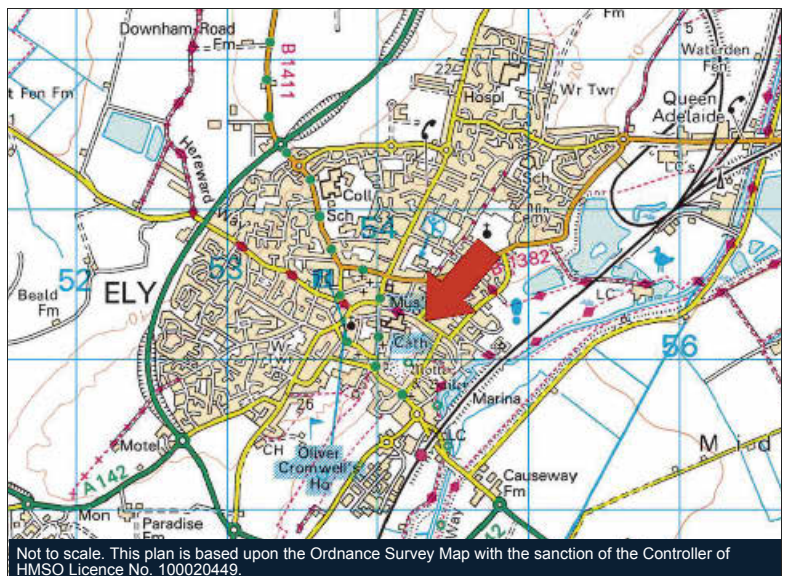
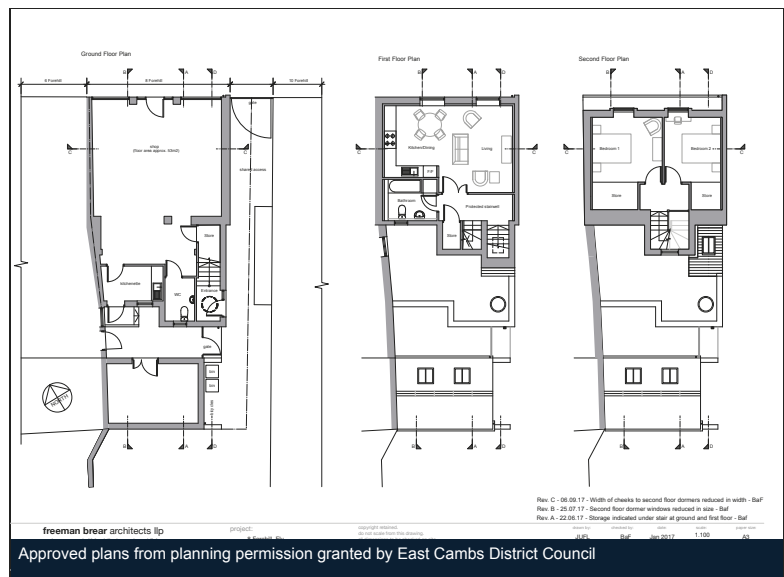
Location

The building occupies a prominent position to the east of the main High Street in the thriving city of Ely. Ely lies approximately 17 miles north of Cambridge and has a main line train station with services to Cambridge and London.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or John Thorogood at Ward Gethin Archer, Market Place, Ely, Cambs, CB7 4QN, 01353 662203, john.thorogood@wardgethinarcher.co.uk

VIEWING: Cheffins Property Auction Dept 01223 213777



- Detached commercial investment opportunity
- Close to the centre of Baldock
- Maintained to a very high standard
- Freehold subject to tenancy

Description

A wonderful opportunity to acquire an attractive detached commercial property, with a brick parapet and stained glass windows to the front of the property, beneath a pitched slate roof. The property is positioned in a mixed-use area, a short walk from the main retail centre of Baldock, and benefits from a small yard to the rear and parking to the side of the property.

The property is fully let and trading as a successful beauty salon, with the internal accommodation currently comprising:

Ground floor: Main L-shaped salon area with Parquet flooring, stylish corrugated sheet walls, timber framed double glazed windows and doors to front; 3 Private Treatment Rooms each with lino flooring, suspended ceilings, wash hand basins and radiators; Cloakroom with 2 WCs and a wash hand basin; Shower Room with tiled walls and floor and shower cubicle; Staff Room with lino flooring, MDF base units and a sink and drainer; Store Room to rear.

First floor: Central landing gives access to 2 Private Treatment Rooms each with lino flooring, suspended panel ceiling, down-lighters and timber framed sash window; large Studio/exercise room with stained glass window to front.

The gross internal floor area of the property is 162m² (1,712ft²).

Outside: To the right hand side of the property is a concrete driveway with parking for approximately 4 vehicles in line. To the rear is a small yard area laid to concrete, which is currently used for storage.

Location

Church Street is ideally located just a few hundred yards from the retail centre Baldock. The market town of Baldock benefits from a range of shops, facilities and services. There are excellent transport links, including rail services to London and Cambridge.

Tenancies

The property is fully let on a 12 year lease signed on 30th April 2019 and expiring 29th April 2031, at a current rent of £9,086 per annum. The property has been decorated and maintained to a high standard by the tenant.

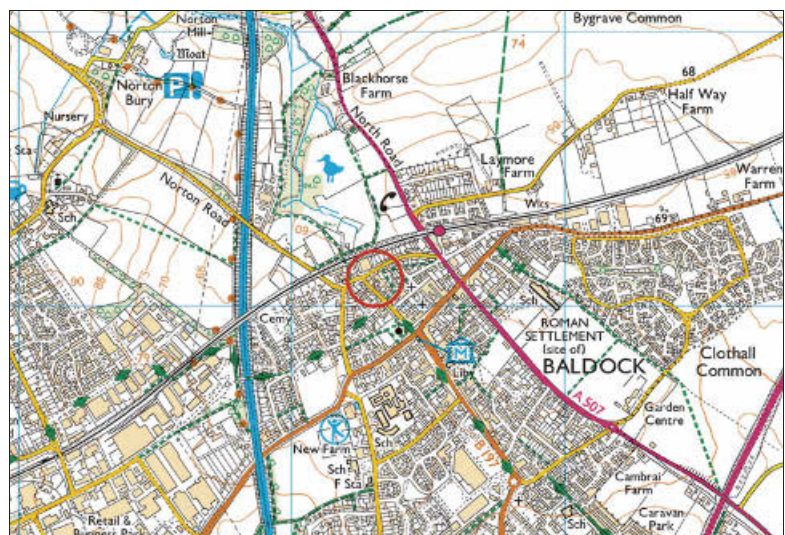
TENURE: Freehold subject to tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions Joanne Guest of BBW Law, Broadway Chambers, Letchworth Garden City, Hertfordshire, SG6 3AD, 01462 482248, j.witherden@bbwlaw.biz

VIEWING: Cheffins Property Auction Dept 01223 213777



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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

- Commercial investment opportunity
- Good central location
- Rental income of £50,500 per annum
- Long leasehold

Description

A wonderful opportunity to purchase a well-located commercial investment property, offering a generous rental income of £50,500 per annum, from three well-established commercial tenants. The property comprises a terrace of three ground floor retail units only, with the upper parts having been sold off and therefore not for sale. VAT is payable on the purchase price.

Location

The property is well located on Market Street, with a mix of local and national retailers in close proximity, as well as pubs and restaurants.

The historic cathedral city of Ely lies around 17 miles north of Cambridge and 40 miles south east of Peterborough. The city is fast expanding with a resident population of approximately 19,000. It is also a major tourist destination with the Cathedral attracting visitors from all over the world. Ely benefits from good road links via the A10 and A142 which in turn provide access to the A14 and M11. Further, there is a mainline train station which provides direct services to Cambridge, Norwich and London.

Tenancies

The upper parts have been sold off, with the property therefore comprising the ground floor retail units only. The ground floor premises are fully let, with the three units occupied as follows (see legal pack for further details):

Tenant: Phoenix Electronic
Ground Floor Retail/Ancillary
Size: 11.80 sq m (127 sq ft)
Rent: £6000 per annum
Term: 6 years from 04/12/2015

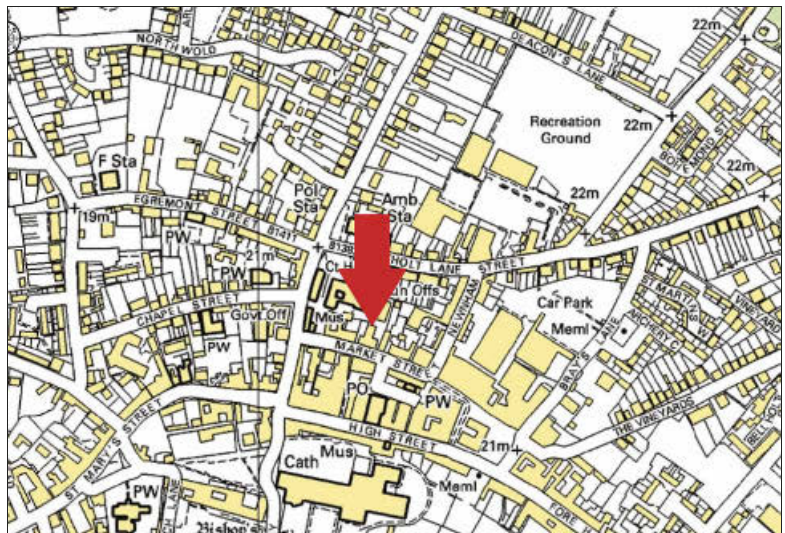
Tenant: t/a Costcutter £27,000 per annum
Ground Floor Retail/Ancillary
Size: 211.17 sqm (2,273 sq ft)
Term: 15 years from 06/02/2015

Tenant: WILLIAM HILL £17,500 per annum
Ground Floor Retail/Ancillary
Size: 68.10 sq m (733 sq ft)
Term: 6 years from 10/05/2016

TENURE: Long leasehold subject to tenancies

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Sean McCarthy at Taylor Rose TTKW, 13-15 Moorgate, London, EC2R 6AD, 0207 400 6093, sean.mccarthy@taylor-rose.co.uk

VIEWING: Cheffins Commercial Department 01223 213666



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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.

- Detached bungalow in need of full renovation
- Large plot with outline planning permission for an additional dwelling in grounds
- Ideal investment/development opportunity
- Freehold with vacant possession

Description

An opportunity to acquire a well located bungalow in a wonderful edge-of-village plot, with access to both Pittsdean Road and Blacksmiths Lane. The existing bungalow is in need of repair and updating, and has a very generous plot of approximately 0.47 acres.

Outline planning permission was recently approved for the creation of a further dwelling in the rear garden. The flexible property offers the chance for a buyer to simply retain the existing property with a large garden, or to explore the planning gain within the plot, thereby presenting an ideal investment/development opportunity for owner occupiers and developers alike.

The internal accommodation of the existing bungalow comprises:

Entrance Hall; Sitting Room; Garden Room; Kitchen; 2 Bedrooms; and Bathroom. The gross internal area is approximately 103 sqm.

The existing bungalow is of cavity wall construction beneath a pitched tiled roof, but is in need of internal refurbishment and structural repair.

The bungalow benefits from an attached single garage which is accessed via a driveway off Pittsdean Road. There are wonderful views across the fields to the front (west).

Planning

Outline planning permission was granted by Huntingdonshire District Council on the 8th of November 2017 for the erection of a new dwelling in the garden to the rear of the existing bungalow, with access via Blacksmiths Lane. Planning application number 17/01628/OUT. Further details of the planning application can be found at www.huntingdonshire.gov.uk.

Location

Abbotsley is a very desirable village with a village hall, church and pub. The village itself is just 3 miles from the town of St Neots and approximately 14 miles from the city of Cambridge.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Paul Lowther, Adlams Solicitors LLP, St Johns House, 84 High Street, Huntingdon, Cambs, 01480 458885, paul@adlams.co.uk

VIEWING: Cheffins Property Auction Dept 01223 213777



- 3 bed semi-detached house
- Town centre location
- Garage and off-road parking
- Freehold with vacant possession

Description

A wonderful Grade II listed semi-detached house which is understood to be one of the oldest in Huntingdon, of brick and timber construction beneath a variety of pitched tiled and mansard roofs, offering the following internal accommodation:

Ground Floor: Timber front door gives access to; Sitting Room with dual aspect windows, radiator, exposed timber beams; Kitchen/Dining Room with a range of modern solid wood units and worktops, stainless steel sink and space for white goods; Utility Room with modern solid wood units and worktops, space for white goods, radiator, door to garage and stairs to first floor.

First Floor: Landing gives access to; 3 Bedrooms; Cloak Room/Dressing room with WC and wash hand basin; Family Bathroom with modern white WC, wash hand basin and bath with overhead shower.

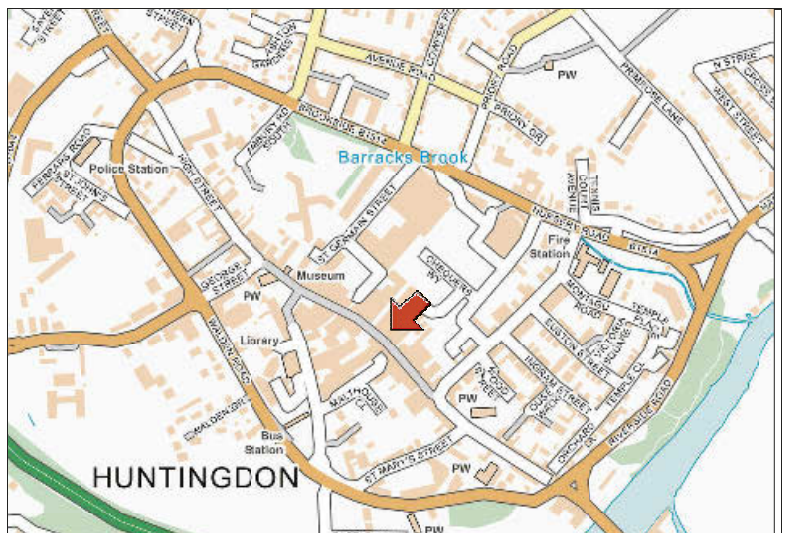
Second Floor: Attic Room suitable for storage purposes featuring exposed timber beams.

Outside: The property has a small frontage laid to patio with a seating area. The drive to the front of the property provides off road parking for a single vehicle and leads to the single integral garage.

The property benefits from an electric boiler radiator central heating system.

Location

The property is set just behind the High Street, to the rear of HSBC bank. The property can either be accessed via the walk way beside HSBC Bank or by car via Hartford Place, then Trinity Place, then through Newtons Court shop parade before reaching the property itself. The market town of Huntingdon is situated approximately 15 miles NW of Cambridge enjoying close proximity to the A1 and A14 trunk roads. The thriving town also benefits from main line rail services to London Kings Cross in under an hour.



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Maria Hearne, Hewitsons, Exchange House, 482 Midsummer Boulevard, Central Milton Keynes, 01908 247010, contactus@hewitsons.com

VIEWING: Cheffins Property Auction Dept 01223 213777

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- End of terrace single storey house
- Refurbishment or renovation opportunity
- Central village location
- Freehold with vacant possession

Description

A chance to acquire an interesting single storey residential dwelling, which is in part formed within a Grade II listed thatched building, but predominantly of single storey brick and rendered construction beneath a flat roof. The property is found in the heart of the very desirable village of Henham, opposite the duck pond and is attached to the village shop and Post Office.

The property is in need of updating, but may also lend itself to a re-ordering of the accommodation (subject to planning approval), and would therefore make an ideal project for an owner occupier or investor alike.

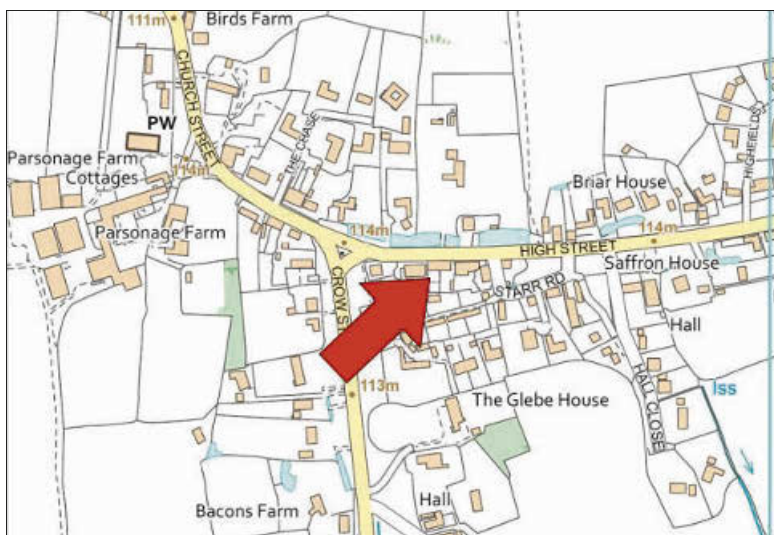
The internal accommodation comprises:

Entrance Hall; Sitting Room (fronting the High Street) with fitted carpet, single glazed windows to front, exposed ceiling timbers and brick fireplace; Kitchen with lino flooring, a range of MDF base and wall units along with stainless steel sink and storage cupboard; Rear Lobby with storage cupboard and airing cupboard; Bedroom 1 with fitted carpet, electric night storage heater, window to rear and fitted wardrobes; Bedroom 2 with fitted carpet, night storage heater and double glazed doors to rear garden; Bedroom 3 with window to rear and night storage heater; Bathroom with white WC, wash hand basin and bath with overhead shower.

Outside: The property fronts the High Street and is accessed via a small pathway to the western end of the Post Office building. To the rear is an enclosed garden which is in part laid to gravel and in part paved, all of which is enclosed by timber fencing.

Location

The desirable village of Henham offers a range of amenities including village shop/post office, popular village pub, primary school and gym. The village is approximately 1½ miles from the main line train station at Elsenham which offers direct links to London. Henham is also well located for the M11 trunk road and 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 Alexander Anderson of Winckworth Sherwood, 5 Montague Close, London, SE1 9BB, 0203 7351949, aanderson@wslaw.co.uk

VIEWING: Cheffins Saffron Walden 01799 523656

- Semi-detached cottage with scope for improvement
- 5 bedrooms and 2 bathrooms
- Generous plot on edge of village
- Freehold with vacant possession

Description

A semi-detached cottage offering huge scope for renovation and updating set on the edge of the village. The property enjoys a generous rear garden of approximately 130ft in length. It is understood that the rear timber frame extension is not suitable for mortgage lending, therefore, making the property suitable for cash buyers only. The house is an ideal renovation opportunity, with potential for improvement and added value.

The accommodation comprises of:

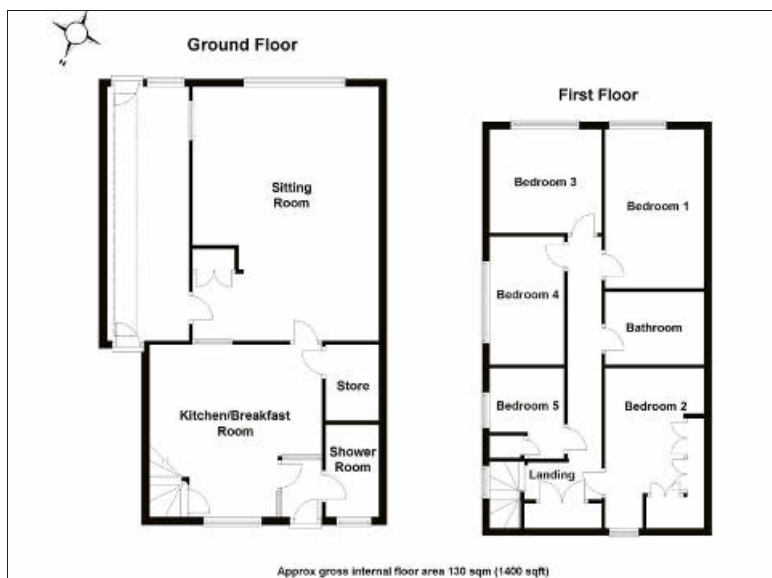
Ground Floor: Entrance Hall; Kitchen/Breakfast Room with a range of base and wall units, fitted oven with hob over, twin bowl sink unit and large built-in larder cupboard; Sitting Room with dual aspect windows, built in storage cupboard and door to outside and lean-to store; Lean-to Store with glazed doors to front and rear aspects providing access to the garden; Shower Room with WC, wash hand basin and shower cubicle.

First Floor: Landing giving access to; Bedroom 1; Bedroom 2 with fitted wardrobes and cupboards; Bedroom 3; Bedroom 4; Bedroom 5 with built-in airing cupboard and access to eaves; Bathroom with WC, wash hand basin, panelled bath and built-in storage cupboard.

Outside: To the front there is an open bay garage and front garden laid to lawn. A side gate gives access to the rear garden which measure approximately 130ft and incorporates a hard-standing area, raised path, steps to further patio and lawned areas. There is also a large timber store, pair of greenhouses, a former orchard and various outbuildings.

Location

The property is situated on the edge of Newport, which has a range of amenities including a Church, Inns, shop, post office and excellent schools. The village has its own railway station giving commuter access to London's Liverpool Street and Cambridge. The market town of Saffron Walden is 3 miles away and Bishops Stortford and the M11 motorway access is approximately 10 miles south, also giving access to Stansted Airport.



TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jodi Ross, Hunt & Coombs Solicitors, 35 Thorpe Road, Peterborough, 01733 882855, jodi.ross@hcsolicitors.co.uk

VIEWING: Cheffins Saffron Walden 01799 523656

- Grade II Listed Victorian terraced property
- Refurbishment opportunity
- Sought after central Cambridge location
- Freehold with vacant possession

Description

A very rare opportunity to purchase a mid-terraced early Victorian property in a prime central Cambridge location. The property is of brick elevations beneath a pitched slate roof, but is in need of full refurbishment. 6 Portland Place offers buyers a rare opportunity to purchase a property in this desirable area of the city, close to the wealth of shops and facilities that Cambridge has to offer.

The accommodation comprises:

Ground Floor: Sitting Room with sash windows; Dining Room with understairs cupboard and door to rear courtyard; Kitchen with MDF base and wall units and gas boiler.

First Floor: Central Landing gives access to 2 Bedrooms and a Family Bathroom with WC, wash hand basin and bath with overhead electric shower.

The approximate gross internal area of the property is 51 sqm (549 sqft).

Outside: To the rear of the house there is a small enclosed courtyard measuring 2.78m x 1.7m, with gate to Eden Street Backway. To the front there is a private garden frontage that is approximately 7.5m in depth, with the property also benefiting from a communal washing line area.

Number 6 is accessed via a shared walkway that leads along the front of the terrace of properties from Portland Place public highway.

Planning

Interested parties are advised to make their own enquiries of Cambridge City Council on 01223 457200.

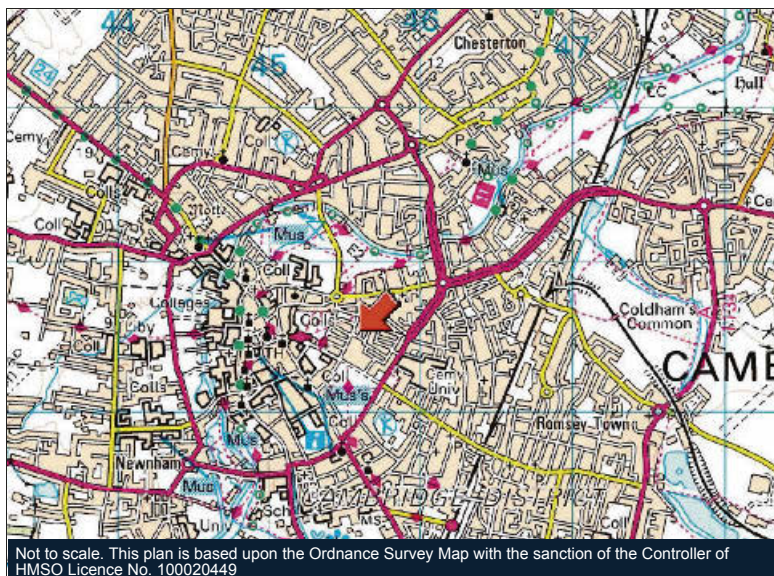
Location

Portland Place is an extremely sought after address, within the Kite Conservation Area, tucked away in a secluded location just over 100m to the north of Parkers Piece. Due to its central location, the property offers easy access to the wealth of shops and facilities on offer in central Cambridge.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Clare Best at Howes Percival, Terrington House, 13/15 Hills Road, Cambridge, CB2 1NL. Ref CB.

VIEWING: Cheffins Residential Department 01223 214214



- Self contained modern 2 bed, first floor flat
- Ideal investment opportunity
- Central Cambridge location
- Long leasehold with vacant possession

Description

A chance to acquire a modern, 2 bedroom flat within a purpose-built 3 storey block of similar properties. The flat is in good order throughout and therefore offers an ideal investment opportunity.

The property benefits from an electric intercom system, with a communal hall and stairway giving access to the private accommodation, which comprises:

Entrance Hall with a pair of storage cupboards; Sitting Room with fitted carpet, radiator and double glazed doors to Juliette balcony; Kitchen area with lino flooring, range of MDF base and wall units and stainless steel sink; Bedroom 1 with fitted carpet, fitted wardrobe, double glazed window and en-suite Shower Room comprising WC, wash hand basin and shower cubicle; Bedroom 2 with fitted carpet, double glazed window and radiator; Bathroom with lino flooring, radiator and suite comprising white WC, wash hand basin and bath with overhead shower.

The flat benefits from a modern gas fired central heating system with an Ideal boiler located in the kitchen.

Outside: The property benefits from 1 allocated parking space in a Cartlodge to the rear of the building, with further unrestricted parking available along the street to the front of the property. The block of flats also benefits from communal cycle storage, bin store and outside areas.

EPC rating: B

Location

Flack End is situated in the Orchard Park area of the city, which is a modern development on the northern fringes of Cambridge, boasting shops, schools and play facilities. The centre of Cambridge is accessible by bicycle or public transport, whilst the location is also ideal for links to the A14, guided busway and the new Cambridge North Train Station.

From Kings Hedges Road, turn north on to Graham Road, then right on to Topper Street, before bearing left on to Flack End. The flat can then be found at the end of the road, on the left hand side.

TENURE: Long Leasehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Sarah Rose Jarvis of Conveyancing Direct, Windmill Road, St Leonards on Sea, East Sussex, TN38 9BY, 01424 464945, sarah.rose-jarvis@cdpll.co.uk

VIEWING: Cheffins Residential Department 01223 214214



- Substantial semi-detached house with significant extensions
- In need of completion/renovation
- Fantastic location close to Cambridge Science Park and Cambridge North train station
- Freehold with vacant possession

Description

A wonderful opportunity to acquire a well-located semi-detached house with a substantial but unfinished rear extension. The property is in need of improvement with the former owner unable to complete the extension and refurbishment works. The layout offers generous levels of accommodation and the possibility to modify the layout to a purchaser's needs STP.

The internal accommodation comprises:

Ground Floor: Entrance Hall with stairs to first floor; Sitting Room with bay window and UPVC double glazing; Dining Room; Large Kitchen/Breakfast room with a range of modern MDF base and wall units and double glazed doors to rear garden; Shower Room with WC, wash hand basin and shower cubicle; Rear Family Room with UPVC double glazed windows and doors to garden; Bathroom with wash hand basin, WC and bath.

First Floor: Landing gives access to 5 Bedrooms and a Family Bathroom comprising a WC, wash hand basin and bath with overhead shower. Part of the loft space has been boarded and has a Velux window. The space is accessed by a temporary ladder and offers storage space but may lend itself to a loft conversion STP.

It is understood that the original part of the property is of reinforced concrete construction, with the extension of brick cavity construction.

Outside: There is a generous frontage which provides parking for approximately 5 vehicles and also gives access to a single Garage. To the rear is a good size garden which is partly paved, with the remainder laid to grass. With a brick built shed.

Location

The property is well located in a predominantly residential area on the northern side of the City. The house is ideally positioned for access to the recently opened Cambridge North train station and A14 and M11 trunk roads, as well as the world-renowned Science Park.

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jim Docherty, Adlams Solicitors, 37b Market Square, St Neots, PE19 2AB, 01480 474061, jim@adlams.co.uk

VIEWING: Cheffins Residential Department 01223 214214



- Substantial period detached house
- 8 bedrooms, 4 bathrooms
- Central village location
- Freehold with vacant possession

Description

A substantial Grade II listed 18th Century detached house standing in the centre of this sought after village. The property has undergone some sympathetic renovation works but is in need of further upgrading before being made into a habitable condition.

Extending to around 5,000 square feet, the accommodation comprises:

Ground Floor: Reception Room with Stone flag floor and built-in cupboard; Drawing Room with open fireplace with brick surround, Bressumer beam, exposed beams and wood paneling; Dining Room with cornicing and French doors to garden; Family Room with open fireplace with brick surround and door to Cellar; Utility Area; Kitchen/Breakfast room with butler sink, range of fitted cupboards, Inglenook fireplace with Bressumer beam, twin range style ovens, glazed door to rear and stairs to first floor.

First Floor: Landing; 5 Bedrooms; 5 Bathrooms all of which are in need of fittings to be installed.

Second Floor: Landing; 3 Bedrooms; 1 Bathroom, which requires installation of fittings.

Outside: The property also benefits from a single garage, parking area and enclosed rear garden.

The house is in need of upgrading and renovation, but the substantial accommodation offers purchasers the chance to tailor this impressive residence to their own tastes and to add value. It is likely to appeal to owner/occupiers and investors alike.

Location

Isleham is an attractive village with good local facilities including a range of shops, post office, primary school and parish church. The racing town of Newmarket lies seven miles south via the A14, the cathedral city of Bury St Edmunds lies 17 miles south east via the A14, and the university city of Cambridge lies 18 miles south west via the A142 and A14. Mainline rail services are situated at both Ely and Newmarket

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or John Thorogood, Ward Gethin & Archer, Market Place, Ely, Cambs, CB7 4QN, 01353 662203, john.thorogood@wardgethingarcher.co.uk

VIEWING: Cheffins Newmarket 01638 663228



- Grade II Listed cottage with scope for improvement
- 5 bedrooms and 5 reception rooms
- Large gardens extending to 0.5 acres
- Tennis court and swimming pool

Description

A stunning Grade II Listed character cottage with a modern addition providing versatile accommodation and enjoying views over open countryside. The house offers scope for further improvement which will allow a buyer to tailor the accommodation to their needs.

The accommodation comprises of:

Ground Floor: Kitchen/Breakfast Room with handcrafted units and solid wooden worktops; Study; Living Room with Inglenook fireplace, stairs to first floor and doors to Garden; Dining Room with exposed timbers, Inglenook Fireplace with log burner and exposed brickwork of a bread oven; Entrance Hall with Stairs to first floor and oak flooring; Family Room with full height windows; Utility Room with built in storage cupboard, worktops and stable door to the garden; Cloakroom with WC and wash hand basin.

First Floor: Landing giving access to; Bedroom 1 with chimney breast, exposed timbers and floorboards and built-in storage; Bedroom 2 with built-in wardrobe and storage cupboard and steps leading to; Bathroom with WC, bath with shower attachment, Vanity wash basin and steps down to; Bedroom 3 with built-in wardrobe and window box; Landing; Bedroom 4 with built in wardrobes; Bathroom with 4 piece suite comprising WC, wash hand basin, corner bath with shower attachment and separate shower enclosure; Bedroom 5.

Outside: To the front of the property is a five bar gate giving access to a gravelled drive with ample parking. There is a generous garden to the rear of the property mainly laid to lawn with mature shrubs and bushes. To the rear of the garden there is a tennis court and a raised swimming pool with decking area and storage space.

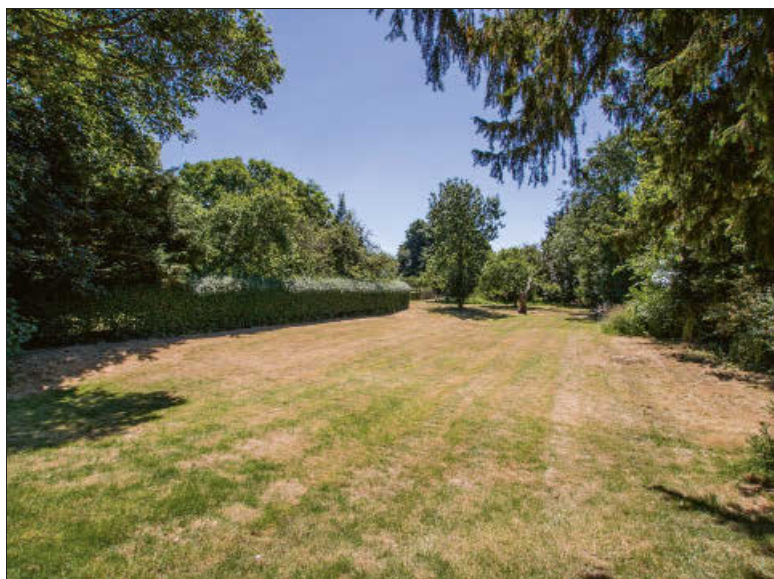
Location

Purton End is a small hamlet on the outskirts of the much sought-after and highly regarded village of Debden which offers a fine church, excellent primary school, shop, recreation ground and two Inns. The market town of Saffron Walden with its excellent shopping, schooling and recreational facilities is about 3 miles away. Newport mainline station is 3 miles and the M11 access is at either Bishop's Stortford (junction 8) or Stump Cross (junction 9).

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Andrew Robinson at Pellys Solicitors, 12 Market Walk, Saffron Walden, Essex, CB10 1JZ, 01799 514420, andrewrobinson@pellys.co.uk

VIEWING: Cheffins Saffron Walden 01799 523656



- Detached cottage
- Investment opportunity subject to Regulated Tenancy
- Renovation required
- Freehold

Description

A detached cottage in need of renovation, offered for sale as an investment opportunity, subject to a Regulated Tenancy. The property would benefit from renovation and therefore offers the chance to add value in the longer term.

The accommodation comprises of:

Ground Floor: Entrance Lobby with door to outside, stairs to first floor; Lounge with window to front aspect, radiator; Dining Room with open fireplace with brick hearth, window to side aspect, under stairs storage cupboard; Kitchen with window and door to side aspect, stainless steel sink unit and drainer, storage units, plumbing for washing machine, electric oven, solid fuel stove supplying the radiators, radiator. Door to; Bathroom with low level WC, pedestal hand wash basin, panelled bath, window to side aspect, cupboard, radiator.

First Floor: Landing with window to side aspect, radiator; Bedroom 1 with window to front aspect, built-in cupboard, radiator; Bedroom 2 with window to side aspect, cast iron fireplace; Bedroom 3 with window to side aspect.

Outside: To the front of the property there is an open plan garden. To the side, a driveway provides vehicular parking and leads to the rear where there is a yard/garden area.

Location

Stretham is situated approximately 4 miles from the Cathedral City of Ely and approximately 12 miles North of the University City of Cambridge. Stretham has a range of day to day village amenities with more comprehensive facilities at nearby Ely. Access to Cambridge, Ely and London is via the A10 which bypasses Stretham, with mainline rail services to Cambridge and London situated at Ely and Waterbeach.

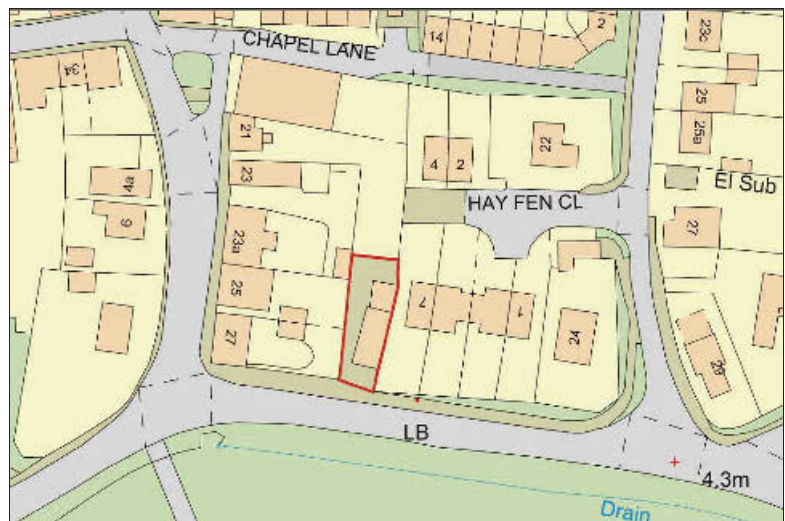
Tenancies

The property is sold subject to a Regulated Tenancy, with the tenant paying £49 per week (£2,548 per year).

TENURE: Freehold subject to regulated tenancy

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Jo Pooley, Pooley Bendal & Watson, 4b Church St, Isleham, Ely, Cambs, CB7 5RX, 01638 780170, jo@pbw.uk.com

VIEWING: Cheffins Ely 01353 654900



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



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

- A range of barns with land extending to approximately 0.86 acres
- Suitable for a range of uses or possible conversion STP
- Edge of village location
- Freehold with vacant possession



Description

A wonderful opportunity to acquire a range of substantial block and timber barns, located to the south of the popular village of Hoxne. The barns feature stunning internal timber work, beneath a range of pitched roofs.

The 2 main barns are arranged as an L and T shape respectively and have a combined gross internal area of approximately 532m² (5,724ft²). In addition there is a further small detached brick structure to the south of the plot.

It is understood that the barns have previously been used for agricultural storage purposes as well as for housing and rearing livestock, but are currently unused. The barns lie within a curtilage that totals approximately 0.86 acres.

Access is via an existing driveway providing access to the existing farm and a residential property, as shown edged in blue on the sale plan.

Planning

The barns may suit a variety of alternative uses subject to planning. The barns were in agricultural use as at the 20th March 2013 and may have permitted development rights, however interested parties should make their own enquiries with Mid Suffolk District Council.

Location

Heading south from the village centre, along Eye Road, Home Farm Barns is roughly half a mile to the south of the village centre, on the right hand side.



Image supplied by Suffolk County Council

TENURE: Freehold with vacant possession

LEGAL PACK: www.cheffins.co.uk/auctions/property-auctions or Laura Hemmings, Suffolk Legal, Suffolk County Council, Constantine House, Ipswich, IP1 2DH, laura.hemmings@suffolk.gov.uk,

VIEWING: Cheffins Property Auction Dept 01223 213777

Common Auction Conditions

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GLOSSARY

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

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

Subject to CONDITION G9.3:

- the date specified in the SPECIAL CONDITIONS; or
- 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:

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

Financial Charge

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

General Conditions

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

INTEREST RATE

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

LOT

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

Old ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

Ready To Complete

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

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

Common Auction Conditions

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AUCTION CONDUCT CONDITIONS

A1 Introduction

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

A2 OUR role

- Words in small capitals have the special meanings defined in the Glossary.
- The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be 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.

Common Auction Conditions

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G4 Title and identity

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

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

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

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

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

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

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

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

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

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

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

G5 TRANSFER

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

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

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

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

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

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

G6 COMPLETION

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

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

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

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

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

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

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

G7 Notice to complete

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

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

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

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

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

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

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

G9 Landlord's licence

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

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

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

G9.4 The SELLER must

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

G9.5 The BUYER must promptly

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

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

G10 Interest and apportionments

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

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

G10.3 Income and 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.

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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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