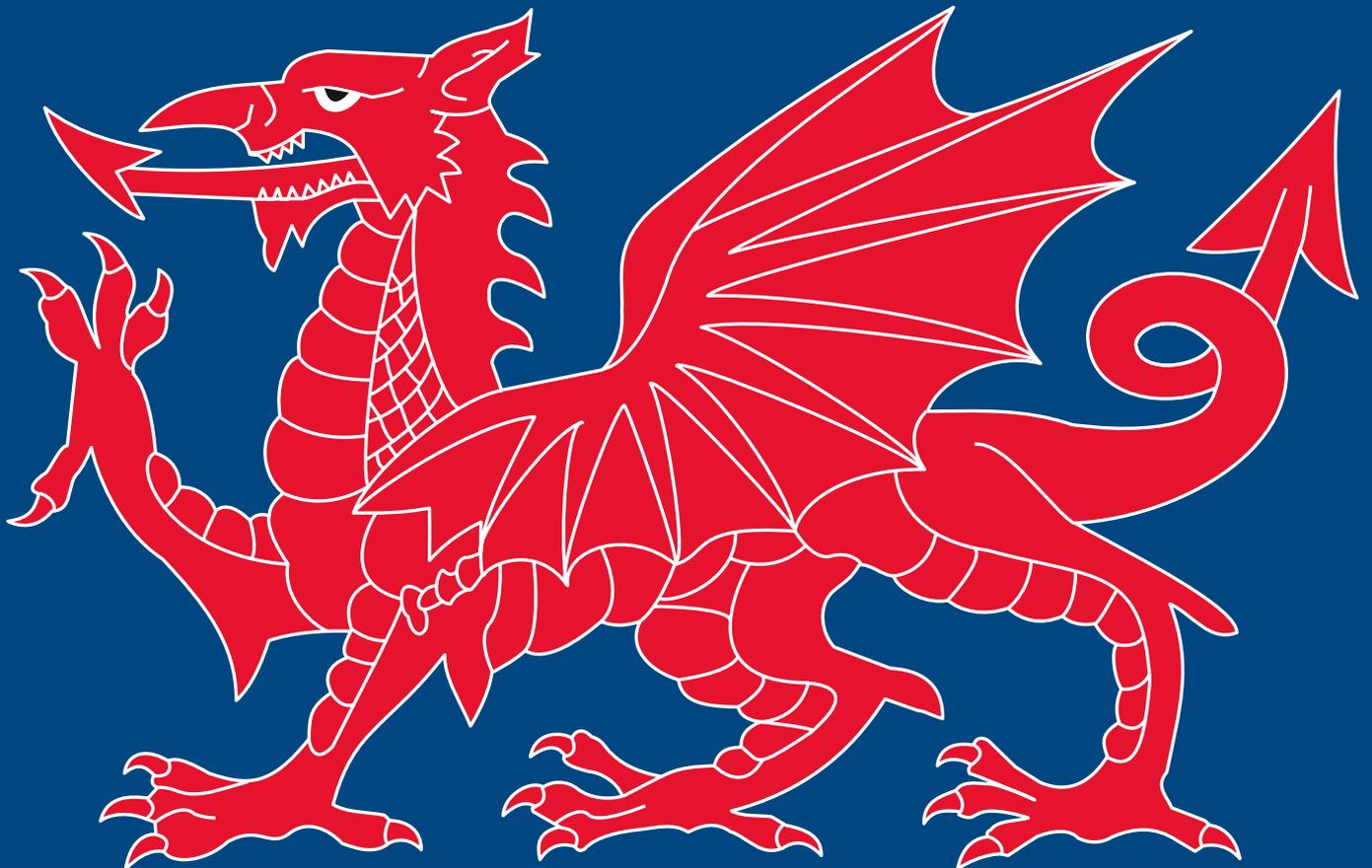


NOW INVITING
INSTRUCTIONS
FOR OUR
5th JULY AUCTION

South Wales No 1



Property auction

Parc y Scarlets
Llanelli

Wednesday 10th May 2017
1.00pm

John.
Francis
www.johnfrancis.co.uk

Auction venue & calendar

Auction programme 2017

AUCTION DATES

10th May 2017

5th July 2017

27th September 2017

29th November 2017

Parc y Scarlets, Llanelli SA14 9UZ

ACCESS TO CAR PARK B

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Turn left off the Pemberton Retail Park roundabout, follow road signage, at mini roundabout car park B is situated straight ahead.

TRAVEL BY CAR

Leave the M4 at junction 48. Turn right on to the A4138 signposted Llanelli. Stay on this road for approx. 3 miles until you reach traffic lights with a Premier inn on your left, turn right immediately after the hotel following the Stadium parking signs.



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Sandy Park Conference Centre
Sandy Park Way,
Exeter EX2 7NN
Exeter Office
Tel: 01395 275691

Auction	Closing Date
23 February	18 January
27 April	30 March
22 June	24 May
7 September	10 August
19 October	20 September
5 December	8 November



DoubleTree by Hilton
Sheffield Park, Chesterfield Road South,
Sheffield S8 8BW
Sheffield Office
Tel: 0114 254 1185

Auction	Closing date
21 February	18 January
4 May	5 April
28 June	31 May
21 September	24 August
26 October	28 September
7 December	8 November



Crowne Plaza
2 St Nicholas Place, Pier Head,
Liverpool L3 1QW
Liverpool Office
Tel: 0151 207 6315

Auction	Closing date
9 February	13 January
29 March	3 March
25 May	28 April
12 July	16 June
14 September	18 August
2 November	6 October
14 December	17 November

Our coverage is our strength



Introduction to Parc Y Scarlets

Welcome to our second catalogue of 2017 with the auction being held once again at The Quinnell Lounge, Parc Y Scarlets. Our auctioneer today is Andrew Brown.

We have once again a tremendous variety of lots in this auction, something for everyone, and we hope that everybody leaves the room delighted whether they are selling or buying.

We'd like to take this opportunity to thank all our sellers for their kind instructions and the support from the solicitors who put a great deal of hard work into preparing the legal packs. We are always pleased to see the solicitors at the auction carrying out the necessary paperwork.

We are more than happy to talk to anybody about selling or buying by auction, we can assure you that our staff are well motivated, trained, experienced and passionate about properties!

A sale by public auction gives total transparency and an instant exchange of contracts; it is something that a qualified agent should be able to discuss with you

when carrying out your market appraisal. You will note that on the back of the catalogues our office locations are listed along with the names of our managers, all of whom are NAEA qualified.

If you are thinking of buying at the auction then our legal packs are available online. On the day of the auction the legal packs will be available for inspection approximately an hour prior to the start of the auction at 1pm. There may be changes to the legal packs so please check at the legal desks for any updates before the auction begins.

Regards,

**Richard Emanuel MNAEA &
Bethan Edmund-Harper B.A.(Hons) MNAEA
Directors**

Please ask a member of staff for more information about Rent Smart Wales

Landlords... under the Housing (Wales) Act 2014 there are **NEW** legal obligations on landlords who have rental property in Wales

Swansea Lettings **01792 469848**

Carmarthen/Llanelli Lettings **01554 700800**

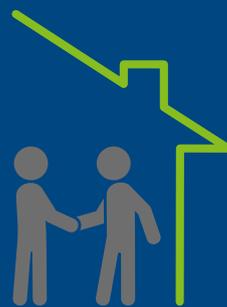
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Auction tips

Whether you are a seasoned Auction purchaser or thinking of buying for the first time, different Agents have varying ways of organising their Auctions so here are some tips to making the John Francis experience as easy as possible.

Registration

This should be done at any of our Offices before the Auction takes place. To receive a bidding number we would ask you to produce at one of our Offices the following proof of funds. Either:

- copy of your bank statement or
- copy of building society statement or
- mortgage offer or
- bank reference letter or
- banker's draft.

Telephone/Proxy Bidding

If you are unable to attend the Auction in person then that does not mean that you cannot buy the property on the day. You can either bid by telephone or arrange for somebody else including a John Francis representative to bid on your behalf. Proxy and telephone bidding forms are available on the Auction section of our website www.johnfrancis.co.uk and should be downloaded, filled out and taken to one of our Offices when you register as above. Please note that additional information is also required including a deposit cheque so please ensure

you make these arrangements well in advance of the Auction date as the day of the Auction may be too late!

ATTENTION ALL PROPERTY SELLERS

If you have a property for sale or you are thinking of selling and think that an Auction may be the way forward for you then please contact any of our Offices who will be more than happy to give you some advice as to the best way to sell your property and what is involved by selling by Auction.

Money Laundering Regulations

ALL buyers MUST provide TWO forms of identity (one from each list)

Personal Identification

- Current Signed Passport
- UK Full Driving Licence
- Inland Revenue Tax Notification
- Fire Arms Certificate

Evidence of Address

- Utility Bill (within last 6 months)
- Local Authority Council Tax Bill
- Bank/Building Society Statement (with Current Address)
- Most Recent Mortgage Statement
- UK Full Driving Licence (if not already provided)

Auction information

The Catalogue Details of the property and land to be sold are set out in our catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

Plans, Maps and Photographs The plans, maps and photographs published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.

Energy Performance Certificates (EPCs) Where required we include EPC ratings with full details and on the lot page within our catalogue. When available EPC graphs can be viewed online at www.johnfrancis.co.uk

Guide Prices The guide price is given to assist buyers in deciding whether or not to pursue a purchase. It is usually, but not always, the provisional reserve range agreed between the seller and the auctioneer at the start of marketing. As reserves are not fixed until up to the day of auction, guide prices may be adjusted. Any changes in price guides, for whatever reason, will be posted on our website and in our auction room as an "addendum of sale". Guide prices can be shown in the form of a minimum and maximum price range within which the reserve will fall or as a single price figure. Where a single price is quoted, the reserve will fall within 10% of the guide. The guide price is not the reserve price and both guide price and reserve price can be subject to change up to and including the day of auction.

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

The Legal Aspect Buying at auction is a contractual commitment. Before bidding on a lot at the auction it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.

Pre-Auction Sales Offers made on property included in this auction may be accepted by the vendor prior to the auction. If you are intending to bid at auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/alteration

list which will also be available as any purchase will be subject to these.

Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A pre-auction bidding form and conditions can be downloaded from the 'Proxy/Telephone Bidding' page located within the auction section of our website or from our catalogue. This can be used if you want a member of our auction team to bid for you but equally should be used if you intend using someone else as this protects you and that person's position!

Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of John Francis staff who will guide you to the legal desk for the signing of the contract and payment of deposit and buyer's premium.

Proof of Identification In order to abide by Money Laundering Regulations all buyers will be required to provide proof of identity before completion. If purchasing on behalf of a company you will also need to provide proof of your position within the company on a company letterhead and a copy of the company's Certificate of Incorporation.

Solicitor's Details If you are a successful purchaser at auction you will need to provide us with the name, address and contact details of the solicitor who will be acting for you in your purchase.

Deposit If you are successful in purchasing at auction you will be taken to the legal desk to sign the Memorandum of Sale and asked to pay a deposit of whichever is the greater of either 10% of the purchase price or £2,000. Payments can be made by cheque or card. Cash payments will not be accepted. Payment by debit card is free of charge, credit card payments carry a 2% transaction fee. Please note that should your deposit cheque need to be represented the processing charge of £60 incl VAT will be charged by deduction from the deposit.

The Contract The Memorandum of Sale will be signed in duplicate. One copy will be signed by you and the other by the seller or the seller's representative. We will send a copy of the signed contract and legal pack to your solicitor following the auction. Completion usually takes place 28 days after the auction day with the actual completion date for each lot disclosed at the auction.

Insurance Please remember that buyers are legally responsible for insuring a property from the date of exchange of contracts.

Viewing It is usual for auction properties to be viewed as block viewings with other parties. Please note that due to the nature and condition of auction properties we highlight potential risk with viewing such properties and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by John Francis and we cannot be held liable for loss of injury caused while viewing or accessing any lot. It is prudent for you to bring ladders if you wish to inspect lofts and torches as often electricity will be cut off at the property.

Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Prospective purchasers are advised to make their own enquiries from the appropriate authority for any aspect relating to the property. All measurements, areas and distances provided are approximate and interested parties are advised to check them.

Buyer's Premium There is a £300 plus VAT (£360 including VAT @ 20%) buyer's premium on each lot purchased (unless stated otherwise in the property description). A VAT receipt will be issued after the auction. We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

All properties are sold under the Common Auction Conditions and can be viewed on our website or in our catalogue

2017 off to a roaring success

We held our first auction in March 2017 at Parc Y Scarlets, Llanelli. We moved from two-day auctions, one at Carmarthen and one at Swansea, to combine the two and hold a one day auction which would be more convenient for our clients. Whilst the facilities at the two previous venues served us extremely well, the Quinnell Lounge at Parc Y Scarlets, which caters for over 400 people, allowed us to offer good parking facilities and live streaming of the auction via the internet, both of which were important factors in making the decision to hold our auctions here.

In the March auction, there were some star lots and Lord of the Manor of Llanegwad, was covered by Homes Under The Hammer, the popular TV series. The Title was a bit of a fun lot, raised a few eyebrows and brought some laughter to the room. It was bought for £12,250 having been guided at £5,000.

A building plot in Pembrokeshire had a guide price of £30,000–£35,000, sold for £72,000, whilst one of the star attractions was a bungalow in Carmarthen, attracting over 100 viewings, guided at £75,000 and sold in the auction room for £135,000. A range of properties were offered for sale on the day and that theme continues in this auction.

We believe that the auctions give us a very clear guide as to which way the market is moving and aids us in forecasting market conditions. Despite a great deal of political turbulence that now seems to have become the norm, the property market remains stable and strong in West Wales which is good for our sellers and buyers. A balance between demand and supply is essential in avoiding volatility in the market and the 82% success rate in the March auction confirms that stability.

Auction Team of 2016

At John Francis we hold annual awards to recognise individual and team performances within the Company and for the second year in a row, the Lampeter office won the award for “Auction Team Of Year 2016”. Richard Emanuel of John Francis commented “This was a well-deserved award for Eryl Jenkins (Branch Partner) and his team. Eryl is excellent at identifying auction properties and has certainly put forward some interesting lots that have sold extremely well by auction.”

Eryl commented that “auctions are hard work and intense, however, the transparency involved means that it is a very fair way of selling, in particular with lots that create a great deal of interest. A great deal of the work is carried out by my team and recognition must go to Tracy and Lucy who arrange and accompany a high number of viewings on these properties”.



The team from the Lampeter office

Auction results 9th March 2017

1	Barn/Outbuilding, Pumpsaint, Llanwrda SA19 8UW	SOLD	£9,500
2	Carmel Baptist House & Cottage, Clarboston Road, Haverfordwest SA63 4RA	SOLD	£91,000
3	Ivy Cottage, Bettws Bledrws, Lampeter SA48 8NX	SOLD	£57,000
4	Plot 40, Ocean Way, Pennar, Pembroke Dock SA72 6RA	SOLD	£72,000
5	225 Cwmamman Road, Glanamman, Ammanford SA18 1HZ	SOLD	£85,500
6	4 Crescent Road, Gwaun Cae Gurwen, Ammanford SA18 1HL	SOLD	£54,000
7	Danrhyw, Cwmdud, Carmarthen SA33 6XJ	SOLD	£53,000
8	45 Francis Terrace, Carmarthen SA31 1HD	SOLD	£57,000
9	5 Tawelfan, Carway, Kidwelly SA17 4HW	SOLD	£106,000
10	Lord Of The Manor Of Llanegwad, Carmarthenshire SA32 7NJ	SOLD	£12,250
11	177 Middle Road, Cwmdu, Swansea SA5 8EZ	SOLD POST AUCTION	
12	48 Upper Robinson Street, Llanelli SA15 1TR	SOLD	£45,000
13	Lakeside Leisure, Meidrim Road, St Clears, Carmarthen SA33 4DW	SOLD PRIOR TO AUCTION	
14	Flat 3, Shelone Road, Neath SA11 2NG	SOLD	£34,000
15	Flat 2, Shelone Road, Neath SA11 2NG	SOLD	£29,000
16	Former Chapel, Cross Brook Street, Blaenrhondda, Treorchy CF42 5RY	NOT SOLD	
17	21 Heol Y Plas, Pontarddulais, Swansea SA4 0TY	SOLD	£95,000
18	Nantyoitre Isaf, Ferryside SA17 5YA	SOLD PRIOR TO AUCTION	
19	Bryndewi, Dewi Road, Tregaron SY25 6JN	SOLD	£63,000
20	Building Plot, Golwg Yr Ynys, Glyn Road, Ammanford SA18 1SS	NOT SOLD	
21	17-19 High Street, Neyland, Milford Haven SA73 1SR	SOLD	£85,000
22	Sarn Isel & Gwylfa, Bronwydd Arms, Carmarthen SA33 6HT	SOLD	£80,000
23	Approx 12 Acres of Land, Manorbier, Tenby SA70 7SL	SOLD POST AUCTION	
24	Green Grove Farmhouse, Black Lion Road, Cross Hands SA14 6RY	SOLD	£112,000
25	Plot R/O Manchester House, Station Road, Ammanford SA18 2DB	WITHDRAWN PRIOR TO AUCTION	
26	Loo Choo, St Davids Road, Haverfordwest SA61 2UR	SOLD POST AUCTION	
27	1 Hafod Cwnin, Carmarthen SA31 2AU	SOLD	£135,000
28	Love Cottage, Redberth Gardens, Redberth, Tenby SA70 8RR	NOT SOLD	
29	Dewsland, Ponthenry Road, Pontyates SA15 5TY	NOT SOLD	
30	2 Florence Mews, Church Road, Johnston, Haverfordwest SA62 3HD	DEFERRED TO MAY AUCTION	
31	123 West Street, Gorseinon, Swansea SA4 4AG	NOT SOLD	
32	Redhill Farm, The Bridge, Narberth SA67 8QZ	NOT SOLD	
33	Maes Iago House, James Street, Pontardawe SA8 4LR	SOLD POST AUCTION	
34	Nora Jean, Vicarage Lane, Kidwelly SA17 4SY	NOT SOLD	
35	Glasfryn, Llanwnda, Goodwick SA64 0HU	SOLD	£390,000
36	Sannan Court and Lodge, Llanfynydd, Carmarthen SA32 7TQ	SOLD POST AUCTION	
37	Clawddowen Farm, Llanfynydd, Carmarthen SA32 7TN	SOLD	£177,500
38	43 Maesglas, Cardigan SA43 1BQ	SOLD	£92,000
39	Approx 50 Acres of Land, Crwbin, Kidwelly SA17 5DF	SOLD	£131,000
40	Neuadd Wen Lodge, 78 Black Lion Road, Gorslas, Llanelli SA14 6RU	SOLD	£142,000

Total realisation **£3,213,250**

Total percentage sold **82%**

Order of sale 10th May 2017

1	12 Park Terrace, Carmarthen, SA31 3DG	£35,000–£40,000
2	Bryncoed, Nevern, Pembrokeshire, SA41 3XW	£150,000–£160,000
3	Former Teifi Garage, Highmead Terrace, Llanybydder, SA40 9YA	£10,000–£15,000
4	1 Goetre Fach Road, Killay, Swansea, SA2 7SG	DEFERRED TO JULY
5	Osian House, Ebens Lane, Cardigan, SA43 1HN	£3,000–£5,000
6	136 Robert Street, Manselton, Swansea, SA5 9NH	CIRCA £40,000
7	58 New Road, Ystradowen, Swansea, SA9 2YJ	£75,000–£80,000
8	Plot Adjacent To, 45 Heol Hen, Llwynhendy, Llanelli, SA14 9DG	£25,000–£30,000
9	Y Hendre, Pentrecagal, Newcastle Emlyn, SA38 9HT	£40,000–£45,000
10	37A Clase Road, Morriston, Swansea, SA6 8DS	£20,000–£30,000
11	6 Heol Bancyroffis, Pontyates, Llanelli, SA15 5SA	£45,000–£50,000
12	Shambles, Llanmadoc, Swansea, West Glamorgan, SA3 1DE	CIRCA £185,000
13	93 Pen Yr Alltwen, Alltwen, Pontardawe, SA8 3EA	£135,000–£140,000
14	38, Murray Street, Llanelli, SA15 1DJ	CIRCA £50,000
15	Building Plot Adjacent, Banwen Lodge, Five Roads, Llanelli, SA15 5AQ	£125,000–£135,000
16	Garnfawr, Porthyrhyd, Carmarthen, SA32 8BS	£230,000–£250,000
17	Brown Hill, Trelech, Carmarthen, SA33 6RT	£40,000–£45,000
18	Former HSBC Bank, 31 North Road, Aberaeron, SA46 0JQ	CIRCA £170,000
19	25, High Street, Haverfordwest, SA61 2BW	£25,000–£30,000
20	60, Station Road, Llanelli, SA15 1AN	CIRCA £50,000
21	3 Martin Street, Morriston, Swansea, SA6 7BJ	CIRCA £90,000
22	Orbayu, Grove Road, St. Ishmaels, Haverfordwest, SA62 3TG	£140,000–£150,000
23	2 Florence Mews, Church Road, Johnston, Haverfordwest, SA62 3HD	£30,000–£40,000
24	5 The Avenue, Carmarthen, SA31 1LX	£50,000–£55,000
25	Holloway House, Holloway, Haverfordwest, SA61 2JL	CIRCA £70,000
26	33 Quay Street, Carmarthen, SA31 3JT	£70,000–£75,000
27	47 Heol Y Parc, Hendy, Pontarddulais, SA4 0XF	CIRCA £60,000
28	Rhydardren, Llanybydder, Carmarthenshire, SA40 9SD	£50,000–£60,000

Entries now being taken for our
5th July 2017 auction

Please contact your nearest office.

Lot

1

12 Park Terrace, Carmarthen SA31 3DG

GUIDE PRICE £35,000-£40,000

DESCRIPTION

In need of refurbishment/upgrading works, a mid terrace property situated in a convenient location and a short walk from the town centre. The property does benefit from gas central heating system, views of the park and beyond from the rear bedroom and a courtyard garden to the rear of the property which backs onto Carmarthen Park being only a short walking distance away. A level walk to Carmarthen town centre which offers excellent shopping facilities with National and local retailers, schools, bus and rail stations. Ideally suited for first time buyers, investment purchasers or Buy To Let purposes.
EER: TBC

ACCOMMODATION

Hallway, open plan kitchen/living room, rear porch, bathroom, 2 double bedrooms.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Morgan Elis, 18 Spilman Street, Carmarthen SA31 1JY
Contact: Mr Stuart Thomas



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Countrywide Mortgage Services, Countrywide House, 88-103 Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8JT



DESCRIPTION

A coastal smallholding with approx 12.5 acres. The land follows the private gated access track, all the way down from the road and comprises several grazing fields and paddocks, suitable for equestrian/livestock. The property benefits from traditional thick stone walls and character features, requires complete restoration but offers a fantastic opportunity! There is a yard, some basic sheds and a stone and slate outbuilding. Far reaching views are enjoyed of the surrounding countryside and towards Angel Mountain. EER: TBC

SITUATED

Situated in a splendid rural location with no near neighbours, surrounding rolling countryside and woodland. Nevern village is a short distance and has a popular hotel / pub / restaurant. Nearby, is the renowned and spectacular North Pembrokeshire coast with stunning beaches and cliff top walks. The coastal town of Newport is within a short driving distance and boasts a glorious sandy beach, many places to enjoy food and drink or shop, plus an 18 hole links golf course and restaurant. Both towns of Cardigan and Fishguard are almost equal distances away, and provide a good range of shopping amenities.

ACCOMMODATION

Hallway, bathroom, living room, kitchen, pantry, 1 ground floor bedroom, 2 first floor bedrooms.

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

Michelmores, Woodwater House, Pynes Hill, Exeter EX2 5WR
Contact: Andrew White



Lot

3

Former Teifi Garage, Highmead Terrace, Llanybydder SA40 9YA GUIDE PRICE £10,000-£15,000

DESCRIPTION

A prime opportunity of acquiring a detached former garage/repair shop. Offers great potential to re-open as a garage/repair centre or other commercial enterprise (STP). The internal dimensions are approx 45' (depth) by 39' (width) benefitting from a concrete floor with 21' inspection pit, small office area and spraying bay. The property is located on a level site of approx 0.156 acres with good sized grounds to both front and rear (requiring landscaping) providing ample car parking/turning areas.

SITUATED

Conveniently located within the popular Teifi Valley in the market village of Llanybydder. The university and shopping town of Lampeter is only some 6 miles away.

VIEWING

Apply Lampeter 01570 422846

VENDORS SOLICITORS

Williams & Bourne, 1 Harford Square, Lampeter, SA48 7HD
Contact: Ms Myra Bulman



Lot

4

1 Goetre Fach Road, Killay, Swansea SA2 7SG

Deferred to July Auction



Lot

5

Osian House, Ebens Lane, Cardigan SA43 1HN GUIDE PRICE £3,000-£5,000

DESCRIPTION

A derelict house situated within the town centre which has been issued with a demolition order by the Local Authority. This freehold property comes with its own parking space. An ideal project for a builder! Potential for flats or a house to be rebuilt (STP). EER: 1/1

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

George Davies & Evans, Castle Chambers, Grosvenor Hill, Cardigan SA43 1HX
Contact: Mr Dafydd Rees



Lot **6** 136 Robert Street, Manselton, Swansea SA5 9NH
GUIDE PRICE CIRCA £40,000

DESCRIPTION

A mid terrace property in need of refurbishment and upgrading, located in the Manselton area of Swansea offering easy access to the main shopping and leisure facilities that Swansea City Centre offers. EER: TBC

ACCOMMODATION

Hall, lounge, sitting room, kitchen/bathroom, lean-to utility room, separate WC, 2 bedrooms.

VIEWING

Apply Swansea 01792 653508

VENDORS SOLICITORS

Simmonds Hurford, 113 Walter Road, Swansea SA1 5QQ

Contact: Ms Rachel Broughton



Lot **7** 58 New Road, Ystradowen, Swansea SA9 2YJ
GUIDE PRICE £75,000-£80,000

DESCRIPTION

A detached family home within the village of Ystradowen requiring upgrading. The property benefits from oil central heating, mostly all double-glazed windows, front and rear gardens and lovely walks. Viewing is recommended to appreciate the property's potential and location. The nearest primary school is in the next village of Cwmllynfell. EER: 28/65

ACCOMMODATION

Entrance, lounge, rear hallway, sitting room, kitchen/breakfast room, utility room, 4 bedrooms, bathroom.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

D R James & Son, 3-4 Dynevor Terrace, Pontardawe, Swansea SA8 4HY

Contact: Ms Ceri Ritchie



Lot **8** Plot Adjacent To 45 Heol Hen, Llwynhendy, Llanelli SA14 9DG
GUIDE PRICE £25,000-£30,000

DESCRIPTION

A single building plot with outline planning permission, application number S/33427, approved 29/02/2016. All details can be located on the Carmarthenshire County Council Planning Department website. The plot is located between two existing residential properties and is of a single width lane at the bottom of Heol Hen in the Llwynhendy area. The owner has made us aware the gas service is already paid for, sewerage pipe on site/plot, electricity duct on site/plot and water service to be applied for. The frontage is approximately 15 metres.

SITUATED

The area has access links to Llanelli, Trostre Retail Park and Swansea on the main A484.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Brinley Morris Rees & Jones, 3 John Street, Llanelli, SA15 1UN

Contact: Mr Lionel Jones



Lot

9

Y Hendre, Pentrecagal, Newcastle Emlyn SA38 9HT

GUIDE PRICE £40,000-£45,000

DESCRIPTION

A delightful character detached cottage in need of renovation with lovely garden and parking space for one vehicle. Internally, there are many charming features and scope for improvement with triple-glazed windows. In the loft, there is potential to create further accommodation (STP). EER: TBC

SITUATED

The property is extremely secluded, located down a shared private track within the village of Pentrecagal.

ACCOMMODATION

Porch, sitting room, kitchen, shower room, bedroom 1, loft.

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

George Davies & Evans, Sycamore Street, Newcastle Emlyn SA38 9AJ

Contact: Mrs Helen Cole



Lot

10

37A Clase Road, Morriston, Swansea, SA6 8DS

GUIDE PRICE £20,000-£30,000

DESCRIPTION

Prominent retail premises on the outskirts of Morriston town centre with a frontage to one of the main distribution roads to both the M4 motorway and city centre. The premises have been partly refurbished but will need completion works before they can be brought back into meaningful use. They comprise a ground floor retail area with a potential retail floor space of approximately 1,493 sq ft (138.75 sq m) along with a separately accessed 1 bedroom first floor flat. The property is therefore likely to be of interest to both owner occupiers as well as investor/developers. EPAR: G164

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Douglas Jones Mercer, 16 Axis Court, Mallard Way, Swansea Vale, Swansea SA7 0AJ

Contact: Mrs Sally Ann James



Lot

11

6 Heol Bancyroffis, Pontyates, Llanelli SA15 5SA

GUIDE PRICE £45,000-£50,000

DESCRIPTION

Of interest to investors, speculators and first time buyers is a mid terrace property offering good size accommodation having double-glazing, gas central heating and patio area to rear. EER: 52/73

SITUATED

The property is situated in the popular village of Pontyates.

ACCOMMODATION

Entrance hallway, living room, kitchen, rear hallway, bathroom, bedroom.

TENANCY & LEASE

The property has been previously rented out for the last 6 years at £385 pcm.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Rodericks Solicitors, 15 Hall Street, Llanelli SA15 3BB

Contact: Mr Rob Lewis



Lot

12

Shambles, Llanmadoc, Swansea SA3 1DE

GUIDE PRICE CIRCA £185,000



DESCRIPTION

An extended, ex local authority semi detached property, situated in the most idyllic village location with amazing estuary views of Tor Bay and surrounding countryside. The property, which is in need of further modernisation and upgrading, offers itself as an ideal family home/investment opportunity and sits in a good size plot with larger than average front, side and rear gardens. The property has the potential to develop further (STP) and has ample off road parking. EER: 1/58

SITUATED

A beautiful rural setting that is full of charm, coastal walks, views with a local public house, restaurant, village community shop and Post Office.

ACCOMMODATION

Dining room, sitting room, lounge, sun lounge, kitchen, 2 bedrooms, bathroom, attic style room.

VIEWING

Apply Killay 01792 297800

VENDORS SOLICITORS

T R Harris Arnold, 25 Pontarddulais Road, Gorseinon, Swansea, SA4 4FE

Contact: Mr Jeremy Sims



Lot
13

93 Pen Yr Alltwn Alltwn, Pontardawe, SA8 3EA
GUIDE PRICE £135,000-£140,000

DESCRIPTION

A former school house situated in the sought after location of Alltwn. The property does require upgrading and has the potential to extend further (STP). The front driveway offers off road parking with a good size rear garden. Ideally situated to primary and secondary schools and good links to the M4 motorway, Neath, Pontardawe and Swansea. EER: 39/85

ACCOMMODATION

Kitchen, lounge, 2 bedrooms, shower room.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Jestyn Jeffreys, Castle Buildings, 23 Church Place, Neath SA11 3LP

Contact: Mr Ieuan Jones



Lot
14

38 Murray Street, Llanelli SA15 1DJ
GUIDE PRICE CIRCA £50,000

DESCRIPTION

On behalf of LPA Receivers, investment premises located adjacent to Llanelli town centre. The ground floor is occupied as a take away food outlet with servery to the front and various food preparation areas, stores, freezer area, staff facilities etc to the rear. On the upper floors is residential accommodation laid out as two separate flats. Please note that the business being carried out from the premises is unaffected by the sale. EPAR: TBC

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Priority Law Ltd, Lake View, Lakeside, Cheadle, Greater Manchester SK8 3GW

Contact: Ms Alison Taylor



Lot
15

Building Plot Adjacent Banwen Lodge, Five Roads, Llanelli, SA15 5AQ

GUIDE PRICE £125,000-£135,000

DESCRIPTION

Build your own dream home on a large plot or purchase as an investment. Plot with planning for one 4 bedroom detached house (App No: S/34330). Plot with planning for two 4 bedroom detached houses (App No: S/31639). The building plot benefits from fields to front and rear elevations.

SITUATED

Situated in a semi rural location on the edge of the popular village with school, two public houses and with easy access to Llanelli town centre and the market town of Carmarthen. The access to the cycle path is just down the road in Horeb.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Jennings Solicitors, 17 Goring Road, Llanelli SA15 3HF

Contact: Mr Chris Symons



Lot

16

Garnfawr, Porthyrhyd, Carmarthen SA32 8BS

GUIDE PRICE £230,000-£250,000

DESCRIPTION

A 15 acre approx smallholding, suitable for various uses including equestrian. Conveniently situated just off the main Carmarthen/ Swansea A40 road in a secluded but picturesque location. A character detached farmhouse, in need of renovation and modernisation yet retaining much of its character and charm, also stone range (former cowshed) and two bay hay barn is included and surrounded by its own 15 acres of good pasture land. EER: 1/43

ACCOMMODATION

Conservatory, utility, kitchen/breakfast room, living room, galleried room/bedroom 3, sitting room/bedroom 4, 2 bedrooms, bathroom.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Red Kite Law LLP, 14-15 Spilman Street, Carmarthen SA31 1SR
Contact: Catrina Thomas



Lot

17

Brown Hill, Trelech, Carmarthen, SA33 6RT

GUIDE PRICE £40,000-£45,000

DESCRIPTION

Of interest to investors, first time buyers and buy to let market. A mid terrace property which retains some of its character and charm, benefits from night storage heating, double glazing, a small lawned garden to rear and a further garden which is situated approximately 75 yards from the property. EER: 51/62

ACCOMMODATION

Living room, kitchen, 3 bedrooms, bathroom.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Ungoed Thomas & King, The Quay, Carmarthen SA31 3LN
Contact: Mr Chris Kirby



Buyers please note...

Anyone wishing to bid on any property will be required to register prior to auction.

Lot
18

Former HSBC Bank, 31 North Road, Aberaeron SA46 0JQ
GUIDE PRICE CIRCA £170,000



DESCRIPTION

Rare opportunity to purchase this imposing Grade II Listed former bank located in the town centre. Huge potential as commercial or residential usage (STP). There is refurbishment and modernisation required internally however there is still the external charm of a traditional Georgian fronted building typical of the town.

SITUATED

The property is located within level walking distance of the seafront and town centre. Aberaeron provides for a number of everyday amenities to include primary and secondary schools, leisure centre, shops, banks, cafés, public houses and restaurants together with a public transport service. This pretty harbour town boasts scenic views of the Cardigan Bay coastline and is a popular venue for locals and tourists alike.

ACCOMMODATION

Banking hall, manager's office, computer room, vault, kitchen, rear corridor, toilets, first floor - 5 rooms, bathrooms.

VIEWING

Apply Aberaeron 01545 570990

VENDORS SOLICITORS

Blandy & Blandy, 1 Friar Street, Reading, RG1 1DA

Contact: Gemma Tipping



Lot

19

25 High Street, Haverfordwest SA61 2BW

GUIDE PRICE £25,000-£30,000

DESCRIPTION

Located in Haverfordwest town centre amongst other properties of similar use premises with the ground floor most recently used as a bar/grill but also suitable for retailing. We are informed by the client that on the upper floor are 2 self contained flats. (Please note that we are instructed to sell the premises by a Mortgagee who is not in possession and our comments are therefore based on an external inspection of the premises and information provided by the client).
EPAR: TBC

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Gateley Plc, Ship Canal House, 98 King Street, Manchester M2 4NU

Contact: Mr Gareth Atkinson



Lot

20

60 Station Road, Llanelli SA15 1AN

GUIDE PRICE CIRCA £50,000

DESCRIPTION

On behalf of LPA Receivers, investment premises comprising a two storey mid terrace building with a takeaway food outlet on the ground floor. At the date of our inspection we were unable to gain access to the first floor but are informed by our client that it comprises a 2 bedroom flat with independent access off Station Road. Please note that the business being carried out from the premises is unaffected by the sale.
EPAR: TBC

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Priority Law Ltd, Lake View, Lakeside, Cheadle, Greater Manchester SK8 3GW

Contact: Ms Alison Taylor



Lot

21

3 Martin Street, Morriston, Swansea SA6 7BJ

GUIDE PRICE CIRCA £90,000

DESCRIPTION

A spacious terraced property which benefits from double glazing, gas central heating system (currently not working), enclosed gardens to front and rear and gated parking at the rear for approximately one vehicle. This property does require updating and would in our opinion ideally suit investors or owner occupiers alike. EER: 48/78

SITUATED

Located close to the local amenities and offering easy access to Swansea city centre and the M4 corridor.

ACCOMMODATION

Porch, lounge, dining room, kitchen, 3 bedrooms, bathroom.

VIEWING

Apply Morriston 01792 311910

VENDORS SOLICITORS

Peter Lynn & Partners, 109 Clase Road, Morriston, Swansea SA6 8DY

Contact: Mr Caesar Adere



Lot
22

Orbayu, Grove Road, St. Ishmaels, Haverfordwest, SA62 3TG
GUIDE PRICE £140,000-£150,000

DESCRIPTION

A spacious detached property in good condition, located in the popular village near to the beautiful Pembrokeshire coastline with its range of award winning beaches and stunning coastal walks. A delightful home for larger families and people looking to move to a beautiful location. Good off road parking arrangements would easily provide space for a caravan/boat. EER: 65/82

ACCOMMODATION

Hall, study/bedroom 1, lounge, dining room, kitchen, utility area, bathroom, shower room, 4 bedrooms.

VIEWING

Apply Milford Haven 01646 690096

VENDORS SOLICITORS

Star Legal LLP, 7 Orion House, Milford Marina, Milford Haven SA73 3AZ

Contact: Mr Gareth Noble



Lot
23

2 Florence Mews, Church Road, Johnston, Haverfordwest, SA62 3HD

GUIDE PRICE £30,000-£40,000

DESCRIPTION

A mid terrace property in need of modernisation but offering a rear patio and views over neighbouring field. An ideal investment purchase. EER: 51/60

SITUATED

Centrally positioned for the local towns of Haverfordwest and Milford Haven on the outskirts of the popular village of Johnson, but within walking distance to the local primary school, bus and train stations, facilities and amenities.

ACCOMMODATION

Entrance hall, kitchen, living room, 2 bedrooms, bathroom.

VIEWING

Apply Haverfordwest 01437 768281

VENDORS SOLICITORS

RTP Williams Solicitors, 35 High Street, Haverfordwest SA61 2BW

Contact: Mrs Helen Curtlin



Lot
24

5 The Avenue, Carmarthen SA31 1LX
GUIDE PRICE £50,000-£55,000

DESCRIPTION

In need of complete refurbishment and offering an ideal investment opportunity, a mid terrace property within Carmarthen town centre. The property has good sized rooms, bay window and retains many original features and has an enclosed rear garden. EER: TBC

ACCOMMODATION

Hallway, lounge, rear hallway, sitting room, kitchen, former utility, 4 bedrooms, bathroom.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Hugh James Solicitors, 114-116 St Mary Street, Cardiff CF10 1DY

Contact: Julie Nelms



Lot
25

Holloway House, Holloway, Haverfordwest SA61 2JL

GUIDE PRICE CIRCA £70,000

DESCRIPTION

A good sized investment property requiring refurbishment, but suitable for a range of residential or even commercial uses (STP). Ideally suited as a HMO or buy to let with courtyard garden area. EER: 56/87

SITUATED

The property is located close to the centre of the county town of Haverfordwest with its good range of commercial and leisure facilities.

ACCOMMODATION

Hallway, living room, dining room, 2 shower rooms, kitchen, 7 bedrooms, bathroom, separate WC.

VIEWING

Apply Haverfordwest 01437 768281

VENDORS SOLICITORS

Morgan Elis, 18 Spilman Street, Carmarthen SA31 1JY
Contact: Mr Stuart Thomas



Lot
26

33 Quay Street, Carmarthen SA31 3JT

GUIDE PRICE £70,000-£75,000

DESCRIPTION

This 3 storey office building with basement is in one of Carmarthen's professional areas with many of the surrounding buildings being occupied by accountants, solicitors etc. It is a short distance from the main shopping centre and close to the County Council offices and provides self-contained accommodation with its own front door. EPAR: D94

ACCOMMODATION

Net internal office area totals 1,375 sq ft (127.79 sq m).

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

DMH Stallard LLP, Gainsborough House, Pegler Way, Crawley, West Sussex RH11 7FZ
Contact: Ms Ruby Manku



Lot
27

47 Heol Y Parc, Hendy, Pontarddulais SA4 0XF

GUIDE PRICE CIRCA £60,000

DESCRIPTION

A mid terrace property situated within the village and in close proximity of the nearby town of Pontarddulais and the M4 corridor (via junction 48). The property benefits from double glazing, gas central heating system and views across the front over the playing fields. This spacious property does require updating but offers potential and would ideally suit investors/owner occupiers. EER: 47/87

ACCOMMODATION

Porch, hallway, 2 reception rooms, kitchen, 3 bedrooms, shower room.

VIEWING

Apply Gorseinon 01792 892436

VENDORS SOLICITORS

Noble Harbour Solicitors, 20b West Street, Gorseinon, Swansea SA4 4AA
Contact: Mr Keith Norris





DESCRIPTION

A modern detached bungalow set in approx 5 acres of land including lake and commanding delightful views to the rear, overlooking the lovely Teifi Valley. The property enjoys a private location adjoining the main A485 road on the edge of the market village of Llanybydder. The property is built of traditional construction lying under a tiled roof and benefiting from LPG gas fired central heating and double glazing. The property does require total modernisation/upgrading works with some structural cracks evident on some of the walls. We would advise that potential buyers make their own enquiries and surveys prior to the auction. A private driveway leads down to the property with ample car parking area. Gardens that surround the property require landscaping, together with sloping pasture paddocks, ideal for ponies etc and wooded/amenity areas. Also included is a large lake at the bottom, creating a lovely setting with wildlife and stream boundary to one side. EER: 22/67

ACCOMMODATION

Hall, living room, kitchen, porch/utility, inner hallway, dining room/bedroom, 2 bedrooms, bathroom.

VIEWING

Apply Lampeter 01570 422846

VENDORS SOLICITORS

Kevin Lane & Company, 11 Courtland Place, Port Talbot SA13 1JJ

Contact: Mr Kevin Lane



Telephone & proxy bidding registration form

Method I/we hereby instruct John Francis to bid on my/our behalf in accordance with the opposite terms and conditions and I/we acknowledge that should my/our bid be successful then that bid and offer will be binding upon me/us. I/we confirm that John Francis may take my proxy or telephone bid when the relevant property is being offered at the auction and I/we acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainties.

Please fill in Sections 1 to 11

- 1 **Bidding:** Telephone Proxy Delete as appropriate
- 2 **Lot No & Address:**
(Single lot or various lots)
- 3 **Maximum Bid Price:**
(Proxy bids only)
- 4 **Bidder's Name:**
- 5 **Bidding Number:**
- 6 **Bidder's Address:**
- Bidder's Telephone No:**
- Bidder's Email Address:**
- 7 **Buyer's Name:**
(If different from above)
- Buyer's Address:**
- Telephone Number:**
- Email Address:**
- 8 **Buyer's Solicitor:**
(Full Address, Contact Name & Telephone No)
- 9 **Deposit (Cheque Enc):**
- 10 **Legal Pack:**
Bidder MUST have read and understood the legal pack and signed the Memorandum of Agreement
- 11 **Signature:**
- 12 Return to JF: See below
- | | |
|-----------------------------------|--|
| (a) Completed Bidding Form. | (b) Completed Memorandum of Agreement. |
| (c) Deposit cheque | (d) Copy proof of funds. |
| (e) Buyers registration fee £360. | (f) Proof of identity. |
| (g) Admin cheque £10 | |

Please return to **The Auction Department, John Francis, 18 Lammas Street, Carmarthen SA31 3AJ**
Tel: 01267 221554 Fax: 0870 121 0484 Email: admin@johnfrancis.co.uk

Terms & conditions for telephone/proxy bidding

Anyone not able to attend the auction to make their own bids may utilise the facilities available on the following terms and conditions:

1. The bidder must complete this Bidding Form (Sections 1 to 10) together with a separate Memorandum of Agreement (available on the auction catalogue) for each lot involved. The Bidding Form must be signed on behalf of the bidder and (if different) the Buyer.

The bidder must provide a deposit cheque made out to John Francis or an instruction to its bank to transfer the deposit to the bank account of the Auctioneers using the Clearing House Automated Payment System, to the Auctioneer's bank for the greater of 10% of the maximum amount you intend to bid for the lot or £2,000.
2. The completed Bidding Form, signed Memorandum of Agreement, Deposit cheque, Copy proof of funds, Buyers registration fee of £300 plus VAT (£360 including VAT @ 20%) and Proof of identity and the £10 Administration Charge must be sent to, or delivered to, THE AUCTION DEPARTMENT, JOHN FRANCIS, 18 LAMMAS STREET, CARMARTHEN, SA31 3AJ, to arrive before 5pm two days prior to the auction. It is the bidder's responsibility to check that these documents have been received by John Francis which should be done by telephoning the office on the number below.
3. If any changes are required to the Bidding Form, the Auctioneer should be notified of this in writing (but not by email). Changes to the Bidding Form can only be made prior to the Auction if the Auctioneer agrees to them.
4. If there is any error or confusion in either the Bidding Form or the accompanying documentation, the Auctioneer reserves the right not to accept the bid. The Auctioneer's decision as to what constitutes error or confusion is final.
5. The bidder shall be deemed to have read the particulars of the relevant lot in the auction catalogue; the Common, Extra and Special Conditions of Sale, the legal dossier and any addendum to any of these which are available on-line or via the Auctioneer's offices. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspections 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.
6. PROXY BIDDING:
 - (a) The Auctioneers will bid on behalf of the bidder up to the amount stated by the bidder on the Bidding Form which must be an exact figure only.
 - (b) The bidder may, in writing only, withdraw its proxy bid at any time up to the commencement of the Auction. It is the bidder's responsibility to ensure the Auctioneer receives such instructions.
7. TELEPHONE BIDDING:
 - (a) When the lot comes up for Auction, John Francis will attempt to telephone the bidder using the telephone number provided by the bidder on the Bidding Form.
 - (b) If a successful telephone connection is made between the bidder and John Francis, the bidder may then compete in the bidding and John Francis will relay the bidder's bid to the Auctioneer on behalf of the bidder.
 - (c) If a successful telephone connection is not made between the bidder and John Francis before or during the sale of the relevant lot, or if a successful telephone connection is made, but it is subsequently cut or interrupted, John Francis will not bid on behalf of the bidder.
8. John Francis reserve the right not to bid on behalf of proxy and telephone bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and in the case of telephone and proxy bidding, give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any lot.
9. In the event that the bidder is successful the Auctioneer will sign the Memorandum of Agreement on behalf of the seller (a binding contract between the bidder and the seller is formed on the fall of the hammer) and forward the vendor's signed part of the contract to the purchaser's solicitor. The bidder will be bound by the Extra Conditions of Sale, the Special Conditions of Sale and the Common Auction Conditions (as set out in the Auction catalogue). The details appearing on the bidding form will be entered into the Memorandum of Agreement. Changes to these details may not be made without the Seller's prior consent for which the Seller might make a charge.
10. 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 Memorandum of Agreement. 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 Extra Conditions of Sale or any variations of them contained in the Special Conditions of Sale. Where the cheque does not meet the required 10%, a further cheque may be required from the successful bidder after the auction and before completion.
11. The deposit shall be paid to the Auctioneers either by cheque or banker's draft drawn on an account of the bidder at a UK clearing bank or as specified in Clause 1 above. The Auctioneers may re-offer the lot for auction if the deposit is not paid or transferred in the prescribed manner.
12. In the event that the bidder is unsuccessful at the auction, the deposit cheque or banker's draft shall be destroyed by the auctioneers or returned if specifically requested by the bidder. John Francis shall not be obliged to account to the bidder for any interest accruing on any deposit.
13. Whilst there is a £10 Administration Charge to cover telephone/proxy bids, all buyers are subject to a buyer's premium of £300 plus VAT (£360 including VAT @ 20%) to be provided by a separate cheque made payable to John Francis and sent with the other bidding documentation.

Memorandum of agreement

Date:

Seller:

Buyer:

Property freehold:

Title Number:

Specified Incumbrances:

Title guarantee (full/limited):

Completion date:

Contract rate:

Purchase price: £

Deposit: £

Contents price (if separate): £

Balance: £

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

SIGNED by or on behalf of the BUYER

SIGNED on behalf of the SELLER

for and on behalf of JF (Agents for the Seller)

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).
The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

- Glossary** – The glossary gives special meanings to certain words used in both sets of conditions.
- Auction Conduct Conditions** – The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
- Sale Conditions** – The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. 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 printed in bold black type appear in bold blue type they have the specified meanings.

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

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

Agreed completion date Subject to CONDITION G9.3: (a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code 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) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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 to which the CONDITIONS refer including any supplement to it.

Completion Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

Condition One of the AUCTION CONDUCT CONDITIONS or SALES 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 not sold at the AUCTION: (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected 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.

Financial charge A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions That part of the SALE CONDITIONS so headed, including any extra GENERAL CONDITIONS.

Interest rate If not specified in the SPECIAL CONDITIONS, 4%

above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgment debts, if applicable.)

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, any similar official).

Price The PRICE 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 tenancy schedule (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 a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

A1 Introduction

A1.1 Words in bold type have special meanings, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that you accept these AUCTION CONDUCT CONDITIONS. They govern our relationship with you and cannot be dispensed or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

A2.1 As agents for each SELLER we have authority to:

- (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.

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.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable 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.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the SELLER may fix the final reserve price just before bidding commences.

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, provided by others 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 if you make the successful bid for a LOT.

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) 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 stated in the SALE CONDITIONS; and

- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra AUCTION CONDUCT CONDITIONS may state if we accept any other form of payment.

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 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.

A5.8 Where the BUYER is a company you warrant that the BUYER is properly constituted and able to buy the LOT.

Words that are capitalised have special meanings, which are defined in the Glossary.

The GENERAL CONDITIONS (including any extra GENERAL CONDITIONS) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM.

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 the LOT 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, but excluding any FINANCIAL CHARGES: these the SELLER must discharge on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following 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, within the meaning of 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.

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.

G1.8 Where CHATTELS are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.

G1.9 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.

<p>G1.10 The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER'S conveyancer's written replies to preliminary enquiries to the extent stated in those replies.</p> <p>G2. Deposit</p> <p>G2.1 The amount of the deposit is the greater of:</p> <ul style="list-style-type: none"> • (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). <p>G2.2 The deposit</p> <ul style="list-style-type: none"> • (a) must be paid in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means of payment that the AUCTIONEERS may accept); and • (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER. <p>G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they 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.</p> <p>G2.4 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.</p> <p>G2.5 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.</p> <p>G3. Between contract and completion</p> <p>G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:</p> <ul style="list-style-type: none"> • (a) produce to the BUYER on request all relevant insurance details; • (b) pay the premiums when due; • (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy; • (d) 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) 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 (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION. <p>G3.2 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.</p> <p>G3.3 Section 47 of the Law of Property Act 1925 does not apply.</p> <p>G3.4 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.</p> <p>G4. Title and identity</p> <p>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 except in relation to any matter that occurs after the CONTRACT DATE.</p> <p>G4.2 If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply:</p> <ul style="list-style-type: none"> • (a) The BUYER may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION. • (b) 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. • (c) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS 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. • (d) If title is in the course of registration, title is to consist of certified copies of: <ul style="list-style-type: none"> • (i) the application for registration of title made to the land registry; • (ii) the DOCUMENTS accompanying that application; • (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and • (iv) 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. • (e) 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. <p>G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):</p> <ul style="list-style-type: none"> • (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 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. <p>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.</p> <p>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.</p> <p>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</p>	<p>necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.</p> <p>G5. Transfer</p> <p>G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS:</p> <ul style="list-style-type: none"> • (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. <p>G5.2 If the SELLER remains liable in any respect 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.</p> <p>G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.</p> <p>G6. Completion</p> <p>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.</p> <p>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.</p> <p>G6.3 Payment is to be made in pounds sterling and only by:</p> <ul style="list-style-type: none"> • (a) direct TRANSFER to the SELLER'S conveyancer's client account; and • (b) the release of any deposit held by a stakeholder. <p>G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.</p> <p>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.</p> <p>G6.6 Where applicable the CONTRACT remains in force following COMPLETION.</p> <p>G7. Notice to complete</p> <p>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.</p> <p>G7.2 The person giving the notice must be READY TO COMPLETE.</p> <p>G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:</p> <ul style="list-style-type: none"> • (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. <p>G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:</p> <ul style="list-style-type: none"> • (a) terminate the CONTRACT; and • (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder. <p>G8. If the contract is brought to an end</p> <p>If the CONTRACT is lawfully brought to an end:</p> <ul style="list-style-type: none"> • (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. <p>G9. Landlord's licence</p> <p>G9.1 Where the LOT is or includes leasehold land and licence to assign is required this CONDITION G9 applies.</p> <p>G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.</p> <p>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.</p> <p>G9.4 The SELLER must:</p> <ul style="list-style-type: none"> • (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and • (b) enter into any authorised guarantee agreement properly required. <p>G9.5 The BUYER must:</p> <ul style="list-style-type: none"> • (a) promptly provide references and other relevant information; and • (b) comply with the landlord's lawful requirements. <p>G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained 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 licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.</p> <p>G10. Interest and apportionments</p> <p>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 PRICE (less any deposit paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.</p> <p>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 pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.</p> <p>G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:</p> <ul style="list-style-type: none"> • (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; <ul style="list-style-type: none"> • in which event income and outgoings are to be apportioned 	<p>on the date from which interest becomes payable by the BUYER.</p> <p>G10.4 Apportionments are to be calculated on the basis that:</p> <ul style="list-style-type: none"> • (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; • (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, 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. <p>G11. Arrears</p> <p>Part 1 Current rent</p> <p>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 in advance on the most recent rent payment date on or within four months preceding COMPLETION.</p> <p>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.</p> <p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to arrears of current rent.</p> <p>Part 2 Buyer to pay for arrears</p> <p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.</p> <p>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.</p> <p>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.</p> <p>Part 3 Buyer not to pay for arrears</p> <p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p> <ul style="list-style-type: none"> • (a) so state; or • (b) give no details of any arrears. <p>G11.8 Where any arrears due to the SELLER remain unpaid the buyer must:</p> <ul style="list-style-type: none"> (a) try to collect 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. <p>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.</p> <p>G12. Management</p> <p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p> <p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p> <p>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:</p> <ul style="list-style-type: none"> • (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. <p>G13. Rent deposits</p> <p>G13.1 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.</p> <p>G13.2 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.</p> <p>G13.3 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:</p> <ul style="list-style-type: none"> • (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. <p>G14. VAT</p> <p>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.</p> <p>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.</p> <p>G15. Transfer as a going concern</p> <p>G15.1 Where the SPECIAL CONDITIONS so state:</p> <ul style="list-style-type: none"> • (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
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- (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 CONTRACTS 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.
- 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 that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds; 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

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