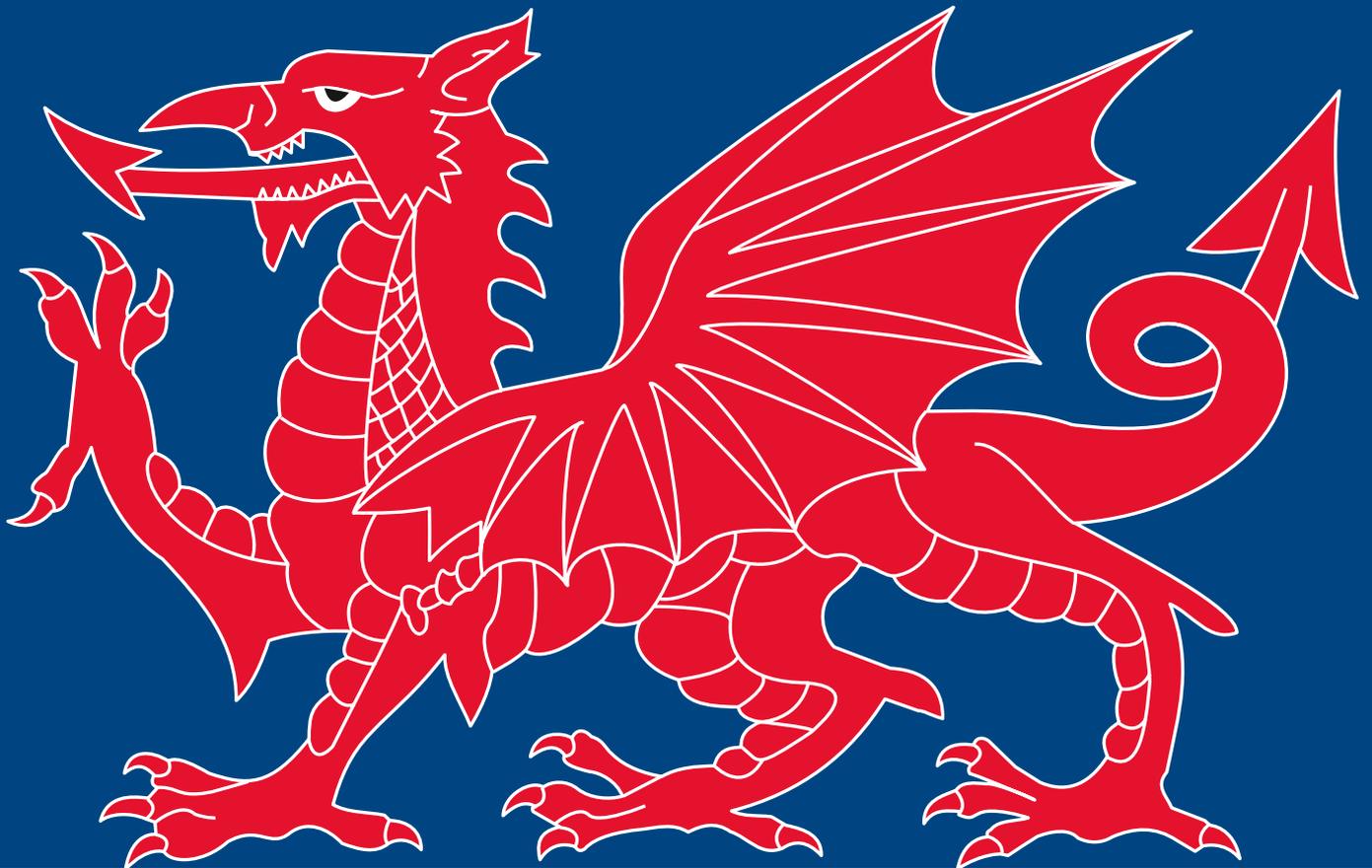


NOW INVITING
INSTRUCTIONS
FOR OUR
29th NOVEMBER AUCTION

South Wales No 1



Property auction

Parc y Scarlets
Llanelli

Wednesday 27th September 2017
1.00pm

John.
Francis
www.johnfrancis.co.uk

Auction venue & calendar

Auction programme 2017

AUCTION DATES

27th September 2017

29th November 2017

Parc y Scarlets, Llanelli SA14 9UZ

ACCESS TO CAR PARK B

TRAVELLING FROM SWANSEA

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.



24 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.



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
12 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



Welcome...

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

Congratulations to the Scarlets players Jonathan Davies (who was voted the British and Irish Lions' player of the series by his team-mates), Ken Owens and Liam Williams who has now joined the Saracens on an excellent Lions tour.

We have a variety of lots up for sale ranging from commercial properties, investments, land and family homes. Whether you are buying or selling we hope that you enjoy the transparency of the auction and the speed involved in the process.

We would like to take this opportunity to thank all of our sellers for their kind instructions and the support that we have received from local solicitors in putting forward entries and preparing the legal packs.

For sale by public auction gives an instant exchange of contracts when the hammer falls, it is something that a qualified agent should be able to discuss with

you when carrying out the market appraisals. All of our managers are NAEA qualified and are able to give you best advice and what method of sale best suits you.

If you are thinking of buying at the auction then our legal packs are available online and can be downloaded and viewed by your legal advisors, simply go to our website www.johnfrancis.co.uk and then the Auction section.

On the day of the auction the legal packs will be available for inspection approximately an hour prior to start of the auction. There may be changes to the legal packs which we note on addendums but we encourage all those who are bidding to check the legal packs for any late updates.

Best wishes and good luck.

**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**

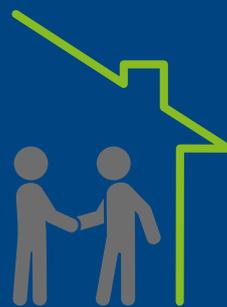
Pembrokeshire Lettings **01437 806111**

Gorseinon Lettings **01792 343888**

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Francis**
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**Rhentu
Doeth
Cymru
Rent
Smart
Wales**



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 on signing of the contract. 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

General News...

We held our third auction of 2017 at the Parc Y Scarlets on the 5th of July and very much thank the hospitality that we received and the facilities provided there. May we take this opportunity to remind prospective purchasers that the legal packs can be viewed on the day in the room and check for any late information or amendments to the legal pack.

The venue suits us as it is very central to our 20 sales offices and our commercial department. If you can't make it there on the day sellers and buyers can view the auction live on the internet. A notable feature of the last auction is the number of proxy and telephone bids that we received from local, national and international buyers and this may have something

to do with the live broadcast of the auction on the internet.

Offered for sale were 29 lots with a success rate of 80% raising a total of £2,839,500 from the sale. There were some fantastic prices with the average sale price being 30% over the guide price. A derelict house in Cardigan with a guide of £3,000 - £5,000 sold for £24,000, 2 bedroom cottage near Aberystwyth was guided at £40,000 - £50,000 sold for £95,000 and a 77 acre stock farm in Five Roads in Llanelli sold for £550,000. The auction was attended by 391 people and through the marketing period we conducted just over 800 viewings on the 29 lots, averaging 28 viewings per property.

Property News

Since our last auction there has also been changes to some laws within property transactions and now all buyers whether purchasing by auction or private treaty need to provide proof of identification to comply with new Money Laundering Regulations that were introduced. This is a legal requirement that all estate agents need to comply with. At John Francis we pride ourselves on our service, professionalism and our members of the MNAEA and property ombudsman redress scheme.

The property market in south west Wales continues to be strong but there are mixed reports through the country. Many areas are suffering from lack of stock. There is no doubt that the number of properties for sale has fallen and with the shock general election result, uncertainty about Brexit and how it would leave Britain it has left many potential sellers holding on before putting their property onto the market.

Some area of the UK housing market are just stuttering along but here in west Wales there is no sign of a slow-up with us being seen as a good area attracting buyers who are retiring and looking for a better lifestyle.

We are delighted to announce that as part of Countrywide we won What Mortgage awards for 2017 for best broker customer service, we are very proud of our financial services team in winning this award.

If you are thinking of selling whether by private treaty or public auction then please give us a call so that we can provide you with an accurate and professional market appraisal of your property and genuine local expert advice.

The Scarlets

There has been a change to the PRO12 format league with the introduction of two South African sides and as defending champions we assure that Wayne Pivac has his team focused, as sponsors we wish them all the best in defending their league title and success in the European Cup.

Auction results 5th July 2017

1	Blaen Nant, Llangrannog, Ceredigion SA44 6RP	SOLD	£231,000
2	44 Railway Terrace, Llanelli SA15 2RH	SOLD	£49,000
3	Building Plot at Golwg Yr Ynys, Lower Brynamman, Ammanford SA18 1SS	NOT SOLD	
4	2 Bolahaul, Horeb Road, Kidwelly SA17 4NY	SOLD	£43,000
5	Flat 3, Ettric House, Laws Street, Pembroke Dock SA72 6DG	SOLD PRIOR	
6	Delfan Stores, Gwyddgrug, Pencader SA39 9AX	SOLD	£111,000
7	2 Florence Mews, Johnston, Haverfordwest SA62 3HD	SOLD	£55,000
8	180 Middle Road, Cwmdru Swansea SA5 8EZ	SOLD	£78,000
9	Bryndu Mawr Fawr, Rehobeth Road, Five Roads, Llanelli SA15 5EX	SOLD	£550,000
10	Red Lion Hotel, Tregaron SY25 6HU	SOLD	£79,500
11	Upper Castle Ely Farm, Red Roses, Whitland SA34 0PJ	SOLD	£298,000
12	Former Chapel of Rest, Llannon Road, Pontyberem SA15 5LY	NOT SOLD	
13	25 Gower Holiday Village, Scurlage, Mumbles SA3 1AY	WITHDRAWN PRIOR TO AUCTION	
14	Resolven Fish Bar, 10 Commercial Road, Resolven, Neath SA11 4HY	SOLD	£88,000
15	139 Cockett Road, Cockett, Swansea SA2 0FG	SOLD	£100,000
16	103 Acres of Land at Towyn Canol, Pembrey, Burry Port SA16 0HJ	NOT SOLD	
17	35 Old Road, Llanelli SA15 3HR	SOLD	£142,000
18	48 Weig Fach Lane, Fforestfach, Swansea SA5 5AD	NOT SOLD	
19	Ty Cwrdd Bach, Pontfaen, Fishguard SA65 9SJ	WITHDRAWN PRIOR TO AUCTION	
20	Plot 1 & 2, 29 Heol Llansaint, Ferryside SA17 5YP	SOLD	£45,000
21	Tivy House, 66 Castle Street, Loughour, Gorseinon SA4 6TS	NOT SOLD	
22	Tawelfan, Llanddewi Brefi, Tregaron SY25 6RX	SOLD	£63,000
23	3 Brynceunant, Upper Brynamman, Ammanford SA18 1AH	SOLD	£67,000
24	56A Llewlyn Road, Penllergaer, Swansea SA4 9BH	SOLD	£53,000
25	93 Elm Rise Park, Llangain, Carmarthen SA33 5AJ	SOLD	£15,000
26	Clunmawr Farm, Brechfa, Carmarthen SA32 7QW	SOLD PRIOR	
27	16A Guildhall Square, Carmarthen SA31 1PR	NOT SOLD	
28	84 Baptist Well Street, Swansea SA1 6FG	SOLD	£73,000
29	Erw Fach Cottage, Rhandirmwyn, Llandovery SA20 0NY	SOLD	£36,000
30	Dolbenbont, Pontrhydygroes, Ystrad Meurig SY25 6DS	SOLD	£95,000
31	Rocket House, Poppit, Cardigan SA43 3LP	SOLD	£235,000

Total realisation **£2,839,500**

Total percentage sold **80%**

**Entries now being taken for our
29th November 2017 auction**

Please contact your nearest office.

Order of sale 27th September 2017

1	79, Iscoed Road, Hendy, Pontarddulais, SA4 0UP	£30,000
2	104, Glynhir Road, Pontarddulais, Swansea, SA4 8PU	£100,000
3	114, Cwmgarw Road, Upper Brynamman, Ammanford, SA18 1DA	£40,000
4	Grazing And Pasture Land, Malthall, Llanrhidian, Swansea, SA3 1EN	£10,000
5	Windjammer, 11 Priory Street, Milford Haven, SA73 2AD	£25,000
6	40, Goetre Bellaf Road, Dunvant, Swansea, SA2 7RP	£75,000
7	11 & 11A, Ammanford Road, Llandybie, Ammanford, SA18 3UW	£135,000
8	9, Ammanford Road, Llandybie, Ammanford, SA18 3UW	£35,000
9	1, Sunny Hill, Llanarth, SA47 0NH	£70,000
10	21, Edgemoor Close, Upper Killay, Swansea, SA2 7HJ	£40,000
11	33, Cnap Llwyd Road, Morriston, Swansea, SA6 8NT	£80,000
12	4, Riversdale Road, West Cross, Swansea, SA3 5PU	£150,000
13	23, Heol Y Meinciau, Pontyates, Llanelli, SA15 5RT	£80,000
14	Former Vicarage, 24 Heol Morlais, Llannon, Llanelli, SA14 6BD	£300,000
15	Development Land at, Heol Y Meinciau, Pontyates, SA15 5SN	£100,000
16	1, College Road, Carmarthen, SA31 3EF	£150,000
17	70, West Street, Fishguard, SA65 9NL	£75,000
18	Plot adj To Park View Glyncynwal Isaf, Glyncynwal Road, Upper Cwmtwrch, SA9 2UR	£30,000
19	1 Main Street, Llangwm, Haverfordwest, SA62 4HU	£40,000
20	45, Gower Holiday Village, Monksland Road, Scurlage, Swansea, SA3 1AY	£25,000
21	Pylewell Farmhouse, Pilton, Rhossili, Swansea, SA3 1PQ	£530,000
22	Approx 81 Acres, Trimsaran, Kidwelly, SA17 4DT	£150,000
23	Hillside, Crown Street, Morriston, SA6 8BD	£70,000
24	111, Heol Cae Gurwen, Gwaun Cae Gurwen, Ammanford, SA18 1PD	£40,000
25	3 Aeron Court, Talsarn, Lampeter, SA48 8QT	£120,000
26	58 Neath Road, Briton Ferry, Neath, SA11 2YR	£35,000
27	20, Park Street, Lower Brynamman, Ammanford, SA18 1TF	£40,000
28	9 Pill Parks Way, Llangwm, Haverfordwest, SA62 4HT	£70,000
29	Building Plot At, Salem, Llandeilo, SA19 7LY	£45,000
30	41, Teilo Crescent, Mayhill, Swansea, SA1 6SX	£25,000
31	5, Picton Place, Carmarthen, SA31 3BY	£55,000
32	5, Clos Yr Afon, Kidwelly, SA17 4TJ	£150,000
33	Hawthorns, Alltynap Road, Johnstown, Carmarthen, SA31 3QY	£90,000
34	41 Station Road, Ammanford, SA18 2DB	£25,000
35	9, St. Davids Close, Tenby, SA70 8BT	£200,000
36	Priory View Cottage, 31 Monkton, Pembroke, SA71 4LS	£50,000
37	103, Rhyd Y Defaid Drive, Sketty, Swansea, SA2 8AW	£150,000

Buyers please note...

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

Lot

1

79 Iscoed Road, Hendy, Pontarddulais SA4 0UP

GUIDE PRICE CIRCA £30,000

DESCRIPTION

A stone fronted mid terrace property in need of refurbishment and of interest to developers. Please note there is currently no bathroom at the property (bath located within the kitchen and an outside WC). In our opinion the property offers great potential. The rear garden is overgrown and in need of attention. EER: TBC

ACCOMMODATION

Hall, parlour, sitting room, kitchen with bath behind screen, rear porch, 3 bedrooms, outside WC.

VIEWING

Apply Gorseinon 01792 892436

VENDORS SOLICITORS

David & Roy Thomas & Co., 72-74 St Teilo Street, Pontarddulais SA4 8ST

Contact: Mr Robert Thomas



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

2

104 Glynhir Road, Pontarddulais, Swansea SA4 8PU

GUIDE PRICE CIRCA £100,000

DESCRIPTION

A detached bungalow offering excellent potential with larger than average level front and rear gardens. There is a driveway providing parking for approximately 3 vehicles. Some improvement work has been carried out by the current owners, but there is complete refurbishment required. This property would be an excellent opportunity for someone who is looking to put their own stamp on a property. EER: 67/87

SITUATED

Situated on the outskirts of Pontarddulais which benefits from a thriving shopping centre with numerous individual shops and national retailers. There is access to the M4 via Junction 47 Penllergaer or 48 Hendy.

ACCOMMODATION

Hallway, 2 bedrooms (1 with en-suite wet room), sitting room, bathroom, rear reception room.

VIEWING

Apply Gorseinon 01792 892436

VENDORS SOLICITORS

Noble Harbour Solicitors, 20b West Street, Gorseinon, Swansea SA4 4AA

Contact: Mr Keith Norris



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

3

114 Cwmgarw Road, Upper Brynamman, Ammanford SA18 1DA

GUIDE PRICE CIRCA £40,000

DESCRIPTION

A detached property in need of renovating in the village of Brynamman. The property benefits from oil fired central heating and double-glazing (with the exception of one window). There is potential to extend (STP). Externally there are side and rear gardens and a garage to the rear (access to be confirmed). EER: 22/86

SITUATED

Situated on the edge of the Brecon Beacons National Park in the village of Brynamman. The main shopping facilities are located at Ammanford town centre. Access to the M4 motorway would be via junction 49 at Pont Abraham or junction 45 at Ynysforgan.

ACCOMMODATION

Conservatory, kitchen/breakfast room, lounge, dining room, 2 bedrooms, bathroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Steadman Jones & Bell, 12 College Street, Ammanford SA18 3AF

Contact: Mr Simon Morris



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

4

Grazing And Pasture Land, Malthall, Llanrhidian, Swansea SA3 1EN

GUIDE PRICE CIRCA £10,000

DESCRIPTION

Approximately 1.2 acres of level to slightly sloping grazing and pasture land, ideally suited for livestock, horses or ponies. Hedge boundaries exist but parts of the land would benefit from fencing. The land is south facing and accessed off Malthall over commoners land with a short 2 minute walk to the land.

SITUATED

The land lies within the idyllic village of Llanrhidian and is approximately 14 miles from the city centre of Swansea.

VIEWING

Apply Killay 01792 297800

VENDORS SOLICITORS

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

Contact: Mr Kevin Lane



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

5

Windjammer, 11 Priory Street, Milford Haven SA73 2AD

GUIDE PRICE £25,000-£30,000

DESCRIPTION

A mid terrace two storey building previously used as a café and bistro trading as the Windjammer. The ground floor includes the front of house seating area which historically had approx 24 covers along with public WC, food preparation area and staff WC and storage. On the first floor is an area which has primarily been used as a coffee lounge with approx 16 covers and the commercial kitchen to the rear. EPAR: 78

SITUATED

Located in the town centre of Milford Haven and situated at the end of the A4076 which is the largest town in South West Pembrokeshire.

ACCOMMODATION

The two storey premises have traded for many years as a café/bistro. The ground floor seating area is approx 287 sq ft (26.69 sq m) and currently accommodates approx 24 covers. In addition there is the public WC, food preparation area, rear staff WC and store. The first floor seating area is approx 384 sq ft (35.68 sq m) and is currently laid out as a coffee lounge with around 16 covers. To the rear of this is the main commercial kitchen.

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

JCP Solicitors, Sycamore Lodge, Hamilton Street, Fishguard SA65 9AL

Contact: Mrs Geraldine Davies



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>

Entries now being taken for our November 2017 auction

Please contact our nearest office.

PLEASE REMEMBER...

Buying at auction is a contractual commitment. It is advisable to consult a solicitor prior to auction regarding legal documentation.

Lot **6** **40 Goetre Bellaf Road, Dunvant, Swansea SA2 7RP**
GUIDE PRICE £75,000-£85,000

DESCRIPTION

An extended semi detached property in need of further modernisation and updating. There is gas central heating system, partial double glazing, off-road parking, a front garden laid to lawn and rear raised garden laid to lawn. Ideal investment opportunity. EER: 51/77

SITUATED

Situated in Killay where amenities, schools and shops are in close proximity as is the bus route to Swansea city centre.

ACCOMMODATION

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

VIEWING

Apply Killay 01792 297800

VENDORS SOLICITORS

Goldstones, 10 Walter Road, Swansea SA1 5NF
Contact: Ms Helen Lowe



STARTING BID	NOTES
FINAL BID	
SOLD	UN SOLD
SOLD PRIOR	WITHDRAWN

Lot **7** **11 & 11A Ammanford Road, Llandybie, Ammanford SA18 3UW**
GUIDE PRICE CIRCA £135,000

DESCRIPTION

A former detached property currently divided into three separate residences. 11 & 11A is currently a 4 bedroom semi detached property and a 1 bedroom studio flat offering potential to convert into one family home or for investment purposes to remain as two units for the buy to let market. Both properties have individual services and benefit from gas fired central heating (with the exception of one bedroom). There is off road parking to the front and rear. Please note there is an option to buy No 9 which is offered for sale as a separate Lot. EER: 56/84

SITUATED

Located in the village of Llandybie which offers good basic amenities. The main shopping facilities are located at Ammanford town centre.

ACCOMMODATION

No 11 - Sitting room, lounge, kitchen/breakfast room, 4 bedrooms, bathroom.

No 11A - kitchen, cloakroom, shower room, open plan lounge/bedroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Gary Jones Solicitor, 42 College Street, Ammanford SA18 3AF
Contact: Mr Gary Jones



STARTING BID	NOTES
FINAL BID	
SOLD	UN SOLD
SOLD PRIOR	WITHDRAWN

Lot

8**9 Ammanford Road, Llandybie, Ammanford SA18 3UW****GUIDE PRICE £35,000-£40,000****DESCRIPTION**

A semi detached property which forms part of 11 and 11A which is offered for sale as a separate Lot. This property is currently tenanted and the landlord is receiving £390 per calendar month (TBC). The properties if bought together could be converted to a detached dwelling (STP). There is gas fired central heating to the property, off road parking and a small garden to the rear. EER: 49/49.

SITUATED

The village of Llandybie is situated on the outskirts of Ammanford town and offers good basic amenities.

ACCOMMODATION

Lounge, kitchen, bedroom, bathroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Gary Jones Solicitor, 42 College Street, Ammanford SA18 3AF
Contact: Mr Gary Jones



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

9**1 Sunny Hill, Llanarth SA47 0NH****GUIDE PRICE CIRCA £70,000****DESCRIPTION**

A lovely end of terrace cottage in a village setting. This modernised property benefits from an oil fired central heating system, double glazing and private parking. Charming accommodation for a couple or as a potential second home close to the coast. EER: 43/81

SITUATED

Situated in a tucked away elevated position over the village of Llanarth just approximately 2 miles from the coast at New Quay.

ACCOMMODATION

Entrance hallway, kitchen/diner, study, living room, 2 bedrooms, bathroom.

VIEWING

Apply Aberaeron 01545 570990

VENDORS SOLICITORS

Arnold Davies Vincent Evans, 33 High Street, Lampeter, SA48 7BB
Contact: Ms Manon Jones



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

10**21 Edgemoor Close, Upper Killay, Swansea SA2 7HJ****GUIDE PRICE £40,000-£60,000****DESCRIPTION**

A semi-detached property of Cornish construction (prefabricated concrete panelled external walls) with the added advantage of large side, rear and front gardens and ample off-road parking with a single detached garage. The property is an ideal investment opportunity, but is in need of upgrading and modernisation throughout. EER: 62/100

SITUATED

Situated in the popular and sought after residential area of Upper Killay. All local shops and amenities of Killay Precinct are close at hand and the city centre of Swansea is approximately 5 miles away.

ACCOMMODATION

Hallway, lounge, breakfast/dining room, kitchen, 3 bedrooms, bathroom.

VIEWING

Apply Killay 01792 297800

VENDORS SOLICITORS

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

Contact: Mr Ian Jones

**STARTING BID****NOTES****FINAL BID**

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot

11**33 Cnap Llwyd Road, Morriston, Swansea SA6 8NT****GUIDE PRICE £80,000-£90,000****DESCRIPTION**

Set in a very unusual location offering a great deal of privacy, this is a perfect opportunity to acquire a detached bungalow which is accessed via an unadopted road. Set in a garden surrounded by woodland of approx 1/3 of an acre with ample off road parking. Now requiring improvement this bungalow will be of interest to both owner occupiers and investors. EER: 61/84

ACCOMMODATION

Lean-to porch, hallway, family bathroom, kitchen/diner, lounge, 3 bedrooms.

VIEWING

Apply Morriston 01792 311910

VENDORS SOLICITORS

Simmonds Hurford, 113 Walter Road, Swansea, SA1 5QQ

Contact: Mr Damon Brookes

**STARTING BID****NOTES****FINAL BID**

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot

12

4 Riversdale Road, West Cross, Swansea SA3 5PU

GUIDE PRICE £150,000-£160,000

DESCRIPTION

Of interest to developers and investors, this property has been maintained however is in need of modernisation. This is a deceptively spacious house with a generously sized reception room. To the rear there is a garden laid to lawn. EER: 35/81

SITUATED

Riversdale Road is a quiet residential street which has excellent access to Mumbles village, the seafront promenade and local beaches.

ACCOMMODATION

Hallway, 3 small side rooms, a kitchen, bathroom, 3 bedrooms.

VIEWING

Apply Mumbles 01792 360060

VENDORS SOLICITORS

Beor Wilson Lloyd, Calvert House, 12 Calvert Terrace, Swansea SA1 6AP

Contact: Ms Ann Chalke



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

13

23 Heol Y Meinciau, Pontyates, Llanelli SA15 5RT

GUIDE PRICE £80,000-£90,000

DESCRIPTION

Of interest to investors, speculators or similar is a large detached property that used to be the post office and shop. The property offers good income potential and could be split to offer two different properties (STP). EER: 40/79

SITUATED

Situated in a prominent location in the centre of the village of Pontyates offering day to day shopping facilities with a garage, shop, doctors, chemist and two junior schools. The shop frontage faces the B4309, one of the main arterial roads between the towns of Carmarthen and Llanelli. Both towns offer excellent shopping facilities with national retailers, junior and secondary schools, a rail station and M4 dual carriageway connection is available at Cross Hands, approximately 5 miles. Other places of interest include Ffos Las horse racing course in Carway which is approx 4 miles, Pembrey Country Park with its sandy beach and ski slope and a motor racing centre approx 8 miles away.

ACCOMMODATION

Hallway, living room, dining room, kitchen, rear porch/ground floor shower room, shop area, 4 bedrooms, bathroom.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Howells Solicitors, 4 Langdon House, Langdon Road, SA1 Waterfront, Swansea SA1 8QY

Contact: Mrs Sara Miles



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

14

Former Vicarage, 24 Heol Morlais, Llannon, Llanelli SA14 6BD

GUIDE PRICE CIRCA £300,000

DESCRIPTION

The Grade II Listed former vicarage stands on extensive grounds which amount to approx 2/3 of an acre and a gated sweeping driveway leads up to the house. It is a rare find and retains its character and features. The house is in need of repair works. Gardens are largely made up of undulating lawns and expanses of parking areas and outbuilding. The vendor has noted that plots have been looked into previously as an option (STP). EER: 29/66

SITUATED

The property is located in the desirable commuter village. The area links you to the M4 at Hendy offering commutes to Cardiff, Swansea & Carmarthen.

ACCOMMODATION

Vestibule, hall, library reading room, dining room, living room, kitchen/breakfast room, utility room, basement room, 5 bedrooms, bathroom.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Randell Lloyd & Martin, 23 Murray Street, Llanelli SA15 1AQ

Contact: Miss Naomi Harries



STARTING BID	NOTES
FINAL BID	
SOLD	UN SOLD
SOLD PRIOR	WITHDRAWN



Mortgage appointments are always available

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

628A 05/16

Lot

15**Development Land at Heol Y Meinciau, Pontyates SA15 5SN****GUIDE PRICE £100,000-£120,000****DESCRIPTION**

Approx 2 acre residential development site situated in the popular rural village. The site has been given outline planning permission to application No: W/28553 which is dated 9th December 2014. A copy of which is available from the selling agents or via the Carmarthenshire County Council website.

SITUATED

The rural village of Pontyates is conveniently situated between the main towns of Carmarthen and Llanelli which are 8 and 12 miles respectively and offers excellent daily facilities including shop/garage, two junior schools, public houses, doctors surgery and chemist. Carmarthen and Llanelli offer excellent shopping facilities with national retailers, junior and secondary schools, bus and rail stations and M4 dual carriageway connection is available at Cross Hands which is 8 miles approx. A growing village/town, again with excellent shopping facilities. Other places of interest include Ffos Las horse racing course which is 5 miles approx in Carway which also has a Golf Club, Pembrey Country Park is 8 miles approx with its large sandy beach, ski slope and motor racing centre which also links up to the Wales Coastal Path.

**VIEWING**

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Gomer Williams & Co., 19 John Street, Llanelli SA15 1UP

Contact: Ms Juliette Phillips-James

STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

16**1 College Road, Carmarthen SA31 3EF****GUIDE PRICE CIRCA £150,000****DESCRIPTION**

Of interest to developers, investors or someone wanting a lovely family home. The property retains much of its character and charm but is in need of modernisation. There is a large plot to side and rear which may have long term planning potential (STP). The property also has a detached garage to the side. EER: TBC

SITUATED

Situated in the popular town of Carmarthen between the college and town centre itself offering excellent shopping facilities with national retailers, junior and secondary schools, bus and rail stations and M4 dual carriageway connection. Trinity college is within walking distance along with the proposed S4C development.

ACCOMMODATION

Hallway, sitting room, living room, kitchen, utility, 3 bedrooms, bathroom.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

JCP Solicitors, Venture Court, Valley Way, Waterside Business Park, Swansea SA6 8QP

Contact: Mrs Mari Gordon



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

17**70 West Street, Fishguard SA65 9NL****GUIDE PRICE £75,000-£85,000****DESCRIPTION**

A three storey mid terraced building with a retail unit on the ground floor of approx. 419 sq ft (38.94 sq m). The ground floor rear along with the first floor forms a 2 bedroom flat with bathroom, living room, kitchen and dining room. The second floor is a 1 bedroom flat with bathroom, kitchen and living room. To the rear is a garden area plus space for parking up to 4 vehicles. EPAR: 63

SITUATED

Fishguard is located at the end of the A40 trunk road and along with Goodwick is the largest settlement on the North Pembrokeshire coast and benefits from the ferry terminal with regular sailing to Ireland and an adjacent rail link. The town is the main focal point for local shopping and for the tourist trade, especially in the summer months. West Street is in the middle of the town centre with a mix of mainly commercial premises.

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Haines & Lewis, Penyffynnon, Hawthorn Rise, Haverfordwest SA61 2BQ

Contact: Mr Ifor Phillips



STARTING BID

NOTES

FINAL BID

 SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

18**Plot adj To Park View Glyncynwal Isaf, Glyncynwal Road, Upper Cwmtwrch SA9 2UR****GUIDE PRICE £30,000-£35,000****DESCRIPTION**

Situated in the semi rural location of Cwmtwrch close to all local amenities. A freehold building plot, planning approved for a single storey dwelling with woodland to the rear. Planning application number P2/2012/1042.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Roger E.L. Thomas & Co., 22 Station Road, Ystradgynlais, Swansea SA9 1NT

Contact: Mr Lloyd



STARTING BID

NOTES

FINAL BID

 SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

19**1 Main Street, Llangwm, Haverfordwest SA62 4HU****GUIDE PRICE £35,000-£40,000****DESCRIPTION**

An agricultural building that offers a range of uses such as general storage, workshop or garage. Planning consent for conversion has not been pursued. However, this building could be ripe for change (STP).

SITUATED

The building is situated within the popular estuary village of Llangwm which is 5 miles southeast of the county town of Haverfordwest. The village offers a shop/post office, junior school, church and sports facilities.

ACCOMMODATION

Ground Floor: 40' x 16'8

First Floor: 40' x 16'8

VIEWING

Apply Haverfordwest 01437 768281

VENDORS SOLICITORS

Price & Son Solicitors, 33 Hill Lane, Haverfordwest SA61 1PS

Contact: Mr David Hill



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

20**45 Gower Holiday Village, Monksland Road, Scurlage, Swansea SA3 1AY****GUIDE PRICE £25,000-£30,000****DESCRIPTION**

A holiday bungalow on this well planned development available for occupation 10 months a year (March-December). This bungalow offers comfortable living accommodation and could be used as a holiday let or as a weekend retreat. The common garden areas are regularly maintained and provide an attractive setting with the added benefit of use of the on site indoor swimming pool and play area. EER: 39/95.

SITUATED

Situated centrally for the golden bays of Rhossili, Horton, Mewslade and Port Eynon.

ACCOMMODATION

Entrance hallway, bathroom, reception room, kitchen, 2 bedrooms.

VIEWING

Apply Mumbles 01792 360060

VENDORS SOLICITORS

Peter Lynn & Partners, Second Floor, Langdon House, Langdon Road, Swansea, SA1 8QY

Contact: Katherine Simpson



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

21

Pylewell Farmhouse, Pilton, Rhossili, Swansea SA3 1PQ

GUIDE PRICE £530,000-£580,000

DESCRIPTION

A wonderful family home, but offering vast potential for a bed and breakfast or holiday home business. The property is accessed via gated driveway with parking for several cars. To the rear is a lawn with a paved sun terrace enclosed by stone walls and planting. There is a stone outbuilding with current planning to convert into holiday rental accommodation, a detached garage and workshop with separate access from main road with door to garden. EER: 55/84

SITUATED

Situated on the outskirts of Rhossili occupying a prime location for access to the beaches and countryside of Gower. Boasting far reaching rural views of Gower, Rhossili is located at the most western part of Gower Peninsula. The breathtaking views from Worms Head provide a fabulous unspoilt backdrop which makes this a popular destination for holidaymakers, ramblers and surfers.

ACCOMMODATION

Entrance porch, living room, 2 reception rooms, kitchen, utility, 6 bedrooms, 3 en-suites, bathroom.

VIEWING

Apply Mumbles 01792 360060

VENDORS SOLICITORS

Graham Evans & Partners, Moorgate House, 6 Christina Street, Swansea SA1 4EW

Contact: Mr Jeremy Clayton



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 22 Approx 81 Acres, Trimsaran, Kidwelly SA17 4DT

GUIDE PRICE CIRCA £150,000

DESCRIPTION

Approx 81 acre block of land, mostly mature woodland but some rough grazing which we are informed amounts to 15 acres approx. The land fronts onto the B4308 Kidwelly to Trimsaran Road and also fronts onto a B road which is under 0.25 mile from Ffos Las racecourse. Situated on the edge of Trimsaran village with mostly mature broadleaf woodland, being level and divided by Nant Y Gro, a small stream going through the land. Approx 2 miles from Kidwelly and situated between the main towns of Carmarthen and Llanelli.

SITUATED

Situated on the edge of the village of Trimsaran, close to Ffos Las horse racing course and approx 2 miles from the by-pass at Kidwelly. Conveniently situated between the main towns of Carmarthen and Llanelli. Pembrey Country Park with its large sandy beach, motor racing centre and ski slope is 3 miles approx.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Ungoed Thomas King, The Quay, Carmarthen SA31 3LN

Contact: Mr Roland Lewis



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
23

Hillside, Crown Street, Morrision SA6 8BD
GUIDE PRICE CIRCA £70,000

DESCRIPTION

A semi detached property in need of renovation and is an ideal investment purchase. The property has double glazing minus one unit, a gas back boiler (condemned and in need of upgrading) and some lovely original features. There is an enclosed frontage, on street parking on the dead-end road and to the rear, a low maintenance garden with various workshops, outbuildings and storage sheds. EER: 48/76

SITUATED

Situated within walking distance of Morrision high street with access to all the local amenities the town has to offer, as well as good road links to the Enterprise Shopping Park, the M4 Motorway, Morrision Hospital, Swansea City Centre and is also located on a bus route.

ACCOMMODATION

Hall, lounge, dining room, bathroom, kitchen, 2 bedrooms, separate WC.

VIEWING

Apply Morrision 01792 311910

VENDORS SOLICITORS

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

Contact: Mr Caesar Adere



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
24 **111 Heol Cae Gurwen, Gwaun Cae Gurwen, Ammanford SA18 1PD**
GUIDE PRICE £40,000-£45,000

DESCRIPTION

A property that is in need of renovation yet benefits from a first floor WC, ground floor shower room which has been adapted for disabled use, double glazing and gas fired central heating (with the exception of one room). Externally there is a side driveway and garden offering potential to extend to build a garage (STP). EER: TBC

SITUATED

Situated on the main road in the village of Gwaun Cae Gurwen.

ACCOMMODATION

Hall, sitting room, lounge, kitchen, shower room, 4 bedrooms, separate WC.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Salter Kelly, 31 Quay Street, Ammanford SA18 3BS

Contact: Mr Alan Kelly



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
25

3 Aeron Court, Talsarn, Lampeter SA48 8QT

GUIDE PRICE CIRCA £120,000

DESCRIPTION

A wonderful opportunity to purchase a converted barn with lovely character features and spacious living accommodation. The property is presented to a high standard throughout and retains many original features including exposed beams, internal timber doors, deep windowsills and benefits from oil fired central heating system and double glazing. An ideal holiday let or family home. EER: 71/87

ACCOMMODATION

Porch, hallway, cloakroom, kitchen, boiler room, living room, sun room, 3 bedrooms, en- suite shower room, bathroom.

VIEWING

Apply Aberaeron 01545 570990

VENDORS SOLICITORS

Ward & Rider, Regent House, 5050 Holly Walk, Leamington Spa, Warwickshire, CV32 4HY

Contact: Gareth Eastgate



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
26

58 Neath Road, Briton Ferry, Neath SA11 2YR

GUIDE PRICE £35,000-£40,000

DESCRIPTION

Investment opportunity with full planning granted to application No: P2017/0338 for conversion of the existing dwelling into 3 self-contained flats. The property requires full renovation and benefits from off-road parking to the rear via a shared lane access. EER: 5/76

SITUATED

Situated in a convenient location of Briton Ferry for easy access to schools, shops, bus station, train station and excellent links to the M4 Motorway.

ACCOMMODATION

Hallway, 3 reception rooms, kitchenette, shower room, rear hallway, store room, 3 bedrooms, bathroom.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Sam Hawking & Co, 65a Station Road, Port Talbot, SA13 1NW
Contact: Ms Charlene Jenkins



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
27

20 Park Street, Lower Brynamman, Ammanford SA18 1TF
GUIDE PRICE £40,000-£45,000

DESCRIPTION

A mid terraced property in need of upgrading, offering good sized accommodation that benefits from gas fired central heating and double glazing. A rear garden and decking area enjoys rear views. An ideal investment opportunity. EER: 49/67

SITUATED

Situated in the village of Lower Brynamman.

ACCOMMODATION

Hallway, lounge, dining room, kitchen/breakfast room, dining area, 2 bedrooms.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Salter Kelly, 31 Quay Street, Ammanford SA18 3BS
Contact: Mr Alan Kelly



STARTING BID

NOTES

FINAL BID

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot
28

9 Pill Parks Way, Llangwm, Haverfordwest SA62 4HT
GUIDE PRICE £70,000-£80,000

DESCRIPTION

Requiring updating and some renovation work but providing well-appointed accommodation and double-glazing. This detached house is situated within the sought after estuary village of Llangwm and will be of interest to investment buyers, builders and purchasers looking for a small project. EER:TBC

ACCOMMODATION

Hallway, dining room, living room, kitchen, side porch, 2 bedrooms, shower room.

VIEWING

Apply Haverfordwest 01437 768281

VENDORS SOLICITORS

Redkite Law, 18-20 Old Bridge, Haverfordwest SA61 2ET
Contact: Mrs Leanne Tremain



STARTING BID

NOTES

FINAL BID

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot
29

Building Plot At Salem, Llandeilo SA19 7LY

GUIDE PRICE £45,000-£50,000

DESCRIPTION

Level building plot of interest to builders, investors and speculators which has been given outline planning permission for proposed 1 dwelling to Application Number E/32698 with a decision date of 19/01/2016. A copy of the permission is available via the selling agents or the Carmarthenshire County Council website via Application Number E/32698.

SITUATED

The plot itself is in a quite cul-de-sac location situated in the rural, picturesque village of Salem being approximately 6 miles from the popular town of Llandeilo. Carmarthen town is approximately 15 miles away from Llandeilo which is well known for its quaint shops, restaurants and bars.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

John Morse Solicitors, St Helens House, 156 St Helens Road, Swansea, SA1 4DG

Contact: Mr John Morse



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
30

41 Teilo Crescent, Mayhill, Swansea SA1 6SX

GUIDE PRICE CIRCA £25,000

DESCRIPTION

This property is being sold through Section 103 of the Law of Property Act 1925 and therefore no internal viewing is permitted. An end terrace property that requires improvement, front and rear gardens (currently overgrown). The property is being sold as seen and no chattels will be cleared. EER: TBC

VIEWING

Apply Swansea 01792 653508

VENDORS SOLICITORS

Legal & Admin Services, City & County of Swansea, Civic Centre, Oystermouth Road, Swansea SA1 3SN

Contact: Mr Kieran O'Carroll



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
31

5 Picton Place, Carmarthen SA31 3BY
GUIDE PRICE £55,000-£60,000

DESCRIPTION

Of interest to builders or developers and investors, a mid terrace property situated within close proximity of Carmarthen town centre. Garden area to the rear. Although requiring refurbishment, it offers potential as an investment or for buy to let purposes. EER: TBC

SITUATED

Situated within a level walk from the town centre with excellent shopping facilities with national retailers, schools, bus and rail stations

ACCOMMODATION

Hall, lounge, dining room, kitchen, inner hallway, 2 cellar rooms, 2 bedrooms, bathroom, loft room.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Red Kite Law, 14-15 Spilman Street, Carmarthen SA31 1SR
Contact: Miss Melissa Halpin



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
32

5 Clos Yr Afon, Kidwelly SA17 4TJ
GUIDE PRICE CIRCA £150,000

DESCRIPTION

A modern build property which in our opinion is an ideal family home. Offering spacious accommodation over three storeys, the individually designed detached house was built in 2012. In need of some works, this property boasts larger than average windows to the front elevation, on the landing and upper floor. EER: 77/82

SITUATED

Situated in a cul de sac location in the town of Kidwelly which offers a Post Office, small supermarket, pubs and a train station. Kidwelly gives residents easy access to both Llanelli and Carmarthen and the town centre

ACCOMMODATION

Porch, cloakroom, hall, study, lounge, dining room, utility room, 5 bedrooms, bathroom, en-suite shower room, dressing room.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

DPA Law, 8-12 Queen Victoria Road, Llanelli SA15 2TN
Contact: Ms Donna Grasis



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

33

Hawthorns, Alltynap Road, Johnstown, Carmarthen SA31 3QY

GUIDE PRICE £90,000-£100,000

DESCRIPTION

Of interest to builders or developers and investors, a large character house having an elevated position with some superb views to fore. Benefiting from a large garden to front which may have planning potential (STP). The property retains much of its character and charm with sash windows, original fireplaces, wooden floors and quarry tiled floors. It should be noted that the property does not have a kitchen or bathroom and is not connected to services bar electric. EER: TBC

SITUATED

Situated in a popular area close to Johnstown with its schools and leisure centre and conveniently located for dual carriageway connection. Carmarthen town is under a mile with a good range of shops including national retailers, junior and secondary schools, bus and rail station.

ACCOMMODATION

Hallway, sitting room, dining room, rear room, 2 bedrooms, room.

VIEWING

Apply Carmarthen 01267 233111

VENDORS SOLICITORS

Redkite Law, 14-15 Spilman Street, Carmarthen SA32 1SR
Contact: Ms Rebecca Caswell



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>

Buyers please note...

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

Please remember that buyers are legally responsible for insuring a property from the date of exchange of contracts i.e. The moment each lot is sold. If you require assistance over these arrangements please speak to a member of john francis staff.

Lot

34

41 Station Road, Ammanford SA18 2DB

GUIDE PRICE £25,000-£30,000

DESCRIPTION

A semi detached property situated in Ammanford town requiring renovation, but could provide a lovely family home or ideal investment opportunity. EER: TBC

SITUATED

The main shopping and leisure facilities are found in Ammanford town and access to the M4 motorway is via Junction 49 at Pont Abraham.

ACCOMMODATION

Entrance porch, hallway, 3 reception rooms, lean-to kitchen, 3 bedrooms, bathroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Llys Cennen, 9 Barn Road, Carmarthen, SA31 1DE
Contact: Julie Williams



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

35

9 St. Davids Close, Tenby SA70 8BT

GUIDE PRICE £180,000-£200,000

DESCRIPTION

Ideal for owner occupiers or developers. An extremely spacious detached family home which needs modernisation. An ideal investment property. EER: TBC

SITUATED

Located in an extremely popular and sought after cul-de-sac within walking distance to the popular seaside resort of Tenby with its long sandy beaches and picturesque harbour.

ACCOMMODATION

Hall, living room, kitchen, dining room, 3 bedrooms, bathroom, side porch, cloakroom.

VIEWING

Apply Tenby 01834 842859

VENDORS SOLICITORS

Redkite Law, 18-20 Old Bridge, Haverfordwest SA61 2ET
Contact: Gemma Butland



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
36

Priory View Cottage, 31 Monkton, Pembroke SA71 4LS

GUIDE PRICE CIRCA £50,000

DESCRIPTION

A terraced cottage in need of some refurbishment. Conveniently located for access to Pembroke's shops, schools, supermarkets, facilities and amenities. The rear of the property provides an enclosed garden with a greenhouse and shed. On street parking available nearby. EER: 53/85

SITUATED

Conveniently located for access to Pembroke's shops, schools, supermarkets, facilities and amenities.

ACCOMMODATION

Hall, kitchen, lounge/dining room, 2 bedrooms, attic room, bathroom.

VIEWING

Apply Pembroke 01646 685577

VENDORS SOLICITORS

Drydens Fairfax Solicitors Ltd, Fairfax House, Merrion Street, Leeds LS2 8BX

Contact: Mr Phillip Cotterill



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot
37

103 Rhyd Y Defaid Drive, Sketty, Swansea SA2 8AW

GUIDE PRICE CIRCA £150,000

DESCRIPTION

A detached property requiring renovation and offering fantastic potential. There are front and rear gardens and off-road parking is provided via a driveway which leads to the attached single garage. EER: 35/80

SITUATED

A detached property situated in the very desirable Derwen Fawr district. Olchfa School and Parklands Primary School, Swansea University and Singleton Hospital are just a short commute. Swansea city centre is where the main shopping and leisure facilities are located.

ACCOMMODATION

Hallway, cloakroom, 2 reception rooms, kitchen, utility, 4 bedrooms, bathroom.

VIEWING

Apply Sketty 01792 281122

VENDORS SOLICITORS

Swansea Law, 86 Gower Road, Sketty, Swansea, SA2 9BZ

Contact: Martyn Ford



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN



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GUINNESS PRO12 Champions.**

We wish them all the best in their coming season.

“ We are very proud to be associated with the biggest sporting brand in West Wales. It is a pleasure to be able to support the region and the next generation of talent and we very much look forward to future collaborations with the Scarlets.

As a company firmly rooted in West Wales John Francis share our values and ambitions to continue with the development of local talent and we're delighted to welcome them to the family.

 @JohnFrancisHO  JohnFrancisEstateAgents

www.johnfrancis.co.uk

John Francis

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 premium fee £360. (f) Verified 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 verified 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 Between 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) no 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 the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:
- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
 - (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
- (a) hold the warranty on trust for the BUYER; and
 - (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26. No assignment**
- The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27. Registration at the Land Registry**
- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the LOT;
 - (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
 - (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
- (a) apply for registration of the TRANSFER;
 - (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
 - (c) join in any representations the SELLER may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the CONTRACT pursuant to the Contract (Rights of Third Parties) Act 1999.

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