



residential
& commercial

auction catalogue

Wales & West Country
Thursday 5 December 2019
5:00pm

paulfosh
auctions

Important notes to be read by all bidders

1. Attention is drawn to the General Conditions of Sale printed within this catalogue. Special Conditions of Sale and supporting documentation are available prior to the Auction from the Auctioneer's Offices and will be available in the Auction Room for inspection. Original documentation may be inspected for plan colouring etc.
2. Any measurements or sizes referred to in the particulars are approximate and may be liable to slight variation. They are for guidance only and do not form part of any contract.
3. Any plans and photographs published are for the convenience of prospective purchasers and do not form part of any contract.
4. Leasehold information included in the catalogue or addendum refers to current terms and may be subject to review or increment. Purchasers are advised to refer to legal documents for details.
5. All prospective purchasers shall be deemed to have inspected the property and made the usual pre-Contract Searches and Enquiries.
6. If it is necessary to publish an Addendum to the catalogue or make any Addendum announcements, the Addendum will be available in the Auction Room and the Auctioneers will make any announcements prior to the commencement of the Auction.

Purchasers shall be deemed to purchase with full knowledge of this information.
7. The successful bidder is under a binding contract as soon as the Auctioneer's gavel falls on his or her bid. Immediately thereafter the purchaser is required to provide the Auctioneer's Clerk with a note of his/her name and address and that of his/her solicitors and to sign a Memorandum of Sale and pay the required deposit as well as the buyers premium before leaving the Auction Room. Failure to follow this procedure may result in the property being re-offered.
8. Reference made to any fixtures or fittings does not imply that these are in working order and have not been tested by the Auctioneers or Agents instructed. Purchasers should establish the suitability and working condition of these appliances themselves.
9. No representation or warranty is made in respect of the structure of any property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be under-taken by a professionally qualified person.
10. The Auctioneers reserve the right to amend the Order of Sale. Prospective purchasers intending to attend the Auction to bid are advised to contact the Auctioneers prior to the Auction to check whether the particular property has been withdrawn or sold prior. Neither the Auctioneers nor the Vendors can be held responsible for any losses, damage or abortive costs, incurred in respect of lots which are withdrawn or sold prior.
11. **AUCTION FEES AND ADDITIONAL COSTS**
Auction fees: The sale of each lot is subject to a buyer's premium of 1.2% of the purchase price (subject to a minimum of £750) including VAT unless otherwise stated. This fee is payable upon the fall of the hammer or at the point of exchange for pre/post auction sales.

Additional costs: The purchase of the property may include additional associated costs. These can include (but are not limited to), VAT (if applicable), reimbursement of seller's search fees, reimbursement of seller's legal or sales costs, stamp duty and rent arrears. Prospective purchasers are strongly advised to inspect the legal documents prior to the auction, including the contract for sale and special conditions and to seek independent legal advice.

auction details



The Cardiff North Hotel Thursday 5 December 2019 5.00pm

Circle Way East, Llanedeyrn
Cardiff CF23 9XF
Tel: 029 2058 9988



Order of sale

Lot	Property Address
1	17 King Street, Cwm, Ebbw Vale
2	35 Pontrhondda Road, Tonypandy
3	13 Garages at Farmwood Close, Newport
4	15 Corbett Street, Ogmore Vale, Bridgend
5	99 Bute Street, Treherbert, Treorchy
6	Land at Former School Site, Chapel Road, Blaina, Abertillery
7	71 High Street, Hirwaun, Aberdare
8	10 Cae Is Maen, Pontardawe, Swansea
9	66 Duncansby House, Ferry Court, Cardiff
10	50 Commercial Road, Port Talbot
11	Garden Flat, 77 Allensbank Road, Cardiff
12	73 Heol Y Parc, Cefneithin, Llanelli
13	Lle Tawel, Garthbrengy, Garthbrengy, Brecon
14	4 Albert Street, Blaenllechau, Ferndale
15	Land at Duke Street, Abertillery
16	2 Southern Street, Caerphilly
17	104 Brecon Road, Ystradgynlais, Swansea
18	21 The Green, Rhymney, Tredegar
19	Development site at North Street, Newport
20	Land at Brondeg, Heolgerrig, Merthyr Tydfil
21	Flat 18, Victoria House, 93-95 Tudor Street, Cardiff
22	Losito Stud, A4137, Whitchurch, Ross on Wye
23	39 Heol Yr Ysgol, Ebbw Vale
24	98 Fforchaman Road, Cwmaman, Aberdare
25	The Village Tavern, 93-94 High Street, Clydach, Swansea
26	Plas Cilybebyll, Pontardwe, Swansea
27	Land Adjacent To Rockingstone Terrace, Pontypridd
28	20 Upper Power Street, Newport
29	21 Tanybryn Terrace, Pontygwaith, Ferndale
30	178 East Road, Tylorstown, Ferndale
31	3-4 Llangattock Court, Croesyceiliog, Cwmbran
32	57 King Street, Cwm, Ebbw Vale
33	Corporation Yard, Ashvale, Tredegar
34	70 South Street, Porth

Lot	Property Address
35	The Ancient Historical Title of The Lordship of the Manor of Munsterley
36	Land between Glynmeirch Road & Graig Road, Pontardawe, Swansea
37	72 Pennant Street, Ebbw Vale
38	10 Mill Meadow, North Cornelly, Bridgend
39	Barns at Dolbedwyn, Newchurch, Kington
40	19 Old Park Terrace, Pontypridd
41	Units 6-8a Ton Pentre Industrial Estate, Llanfoist Street, Pentre
42	77 Commercial Road, Talywain, Pontypool
43	The Vicarage, Valley Manor Nursing Home, Southend Terrace, Pontlottyn, Bargoed
44	The Workshop, Dragon Lane, Govilon, Abergavenny
45	10 Armoury Terrace, Ebbw Vale
46	The Ark, Green Bottom, Littledean, Cinderford
47	42 Brynteg Terrace, Merthyr Vale, Merthyr Tydfil
48	Convenience Store, 32 Bridge Street, Troedyrhiw, Merthyr Tydfil
49	Land to the rear of Penybryn, Grosvenor Road, Llandrindod Wells
50	3 St Annes Road, Hakin, Milford Haven
51	5 Rees Place, Pentre
52	1 Cyfartha Mews, Swansea Road, Clwydyfagwr, Merthyr Tydfil
53	58-62 Bush Street, Pembroke Dock
54	Land at Cramic Way, The Docks, Port Talbot
55	62 High Street, Mountain Ash
56	Flat 11, 6 Gwennyth Street, Cardiff
57	Former Blaenllynfi Infant School, Grosvenor Terrace, Maesteg
58	Plots to the rear of 45-53 Pemberton Road, Llanelli
59	13a & 13b Victoria Street, Cwmbran
60	32 Cefn Road, Bonymaen, Swansea
61	3B Picton Street, Maesteg
62	Land adjacent to 209 Ystrad Road, Pentre
63	2a Bridge Street, Llandeilo
64	3 Castlefield, Station Road, Llanelli
65	The Ancient Historical Title of The Lordship of the Manor of Muneton
66	Garage/Workshop at Maxwell Street, Ferndale
67	16 Blackthorn Court, Llanharry, Pontyclun
68	Land at Brook Street, Blaenrhondda, Treorchy
69	1 Cwmneol Street, Cwmaman, Aberdare

LOT
1

17 King Street, Cwm, Ebbw Vale NP23 7SG
Guide Price £32,000 + (plus fees/costs, see page 2)

**HOLDER
THOMPSON**



House For Owner Occupation/Investment

DESCRIPTION

A mid terrace house situated in the area of Cwm, close to Ebbw Vale. The property benefits from a gas combination boiler (not tested) and partial double glazing. The house requires refurbishment throughout and would be suitable for someone looking to renovate to resell or for buy to let investment. The nearby town of Ebbw Vale offers an excellent range of amenities and a train station with direct links to Cardiff.

ACCOMMODATION

Ground Floor: Entrance hallway, living room/dining room, kitchen

First Floor: Landing, three bedrooms, bathroom

Outside: Rear garden with brick built storage shed and lane access

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	12.15
Paul Fosh Auctions Contact: Ryan Saunders	



LOT
2

35 Pontrhondda Road, Tonypany CF40 2SZ
Guide Price £36,000 + (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A traditional mid terraced property located in a popular area of Tonypany, in close proximity to Pontrhondda Primary School and Cwmrhondda Hospital. Renovation work has started on the property, but further refurbishment is required throughout. The nearby town of Llynypia offers a range of amenities and good road links via the A4058 and A470, providing routes to Cardiff and Merthyr Tydfil.

ACCOMMODATION

Ground Floor: Living room/dining area, kitchen area, bathroom

First Floor: 3 bedrooms

Outside: Large rear garden with rear lane access

TENANCIES: To be sold with vacant possession

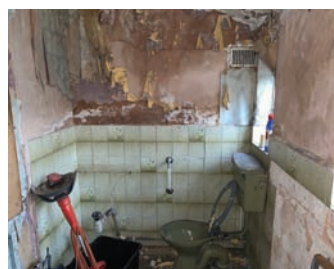
TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	15.30

Paul Fosh Auctions Contact: Ryan Saunders



LOT
3

13 Garages at Farmwood Close, Newport NP19 9BP

Guide Price £80,000+ (plus fees/costs, see page 2)



Investment Opportunity

DESCRIPTION

A block of 13 refurbished garages situated in a sought after location to the east side of Newport. The garages benefit from refitted roller shutter doors and are accessed via a lane to the rear of Farmwood Close.

TENANCIES: The garages are all fully let at £60 pcm (per unit) £780 pcm - Total annual income £9,360

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

LOT
4

15 Corbett Street, Ogmore Vale, Bridgend CF32 7AA

Guide Price £20,000 (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

An extended three bedroom end terrace property situated in Ogmore Vale, approximately ten minutes from Junction 36 which is 30-40 minutes to Cardiff.

The property benefits from a spacious lounge, kitchen/breakfast room and family bathroom. Further benefits include side access to rear, UPVC double glazing and gas central heating (not tested).

ACCOMMODATION

Ground Floor: Lounge, kitchen, bathroom with separate shower

First Floor: 3 bedrooms

Outside: Concrete storage shed, greenhouse, enclosed garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	12.20

Paul Fosh Auctions Contact: Gemma Vaughan

LOT
5

99 Bute Street, Treherbert, Treorchy CF42 5NY
Guide Price £64,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A spacious freehold building comprising two flats. The property was converted to a high standard approximately eight years ago and is currently occupied by well established tenants who are keen to remain. The property has historically enjoyed excellent occupancy levels and would be an ideal purchase for a buy to let landlord.

The property benefits from UPVC double glazing and each block has gas central heating (not tested) off individual Combi boilers. The property is ideally situated for access to Treorchy town centre with its excellent range of shopping facilities, amenities and train station.

ACCOMMODATION

Ground Floor: Flat 1: (Communal entrance), entrance hallway, lounge, kitchen, bedroom, bathroom

First Floor: Flat 2: Entrance, lounge, 2 bedrooms, kitchen, bathroom

Outside: Rear garden

TENANCIES: Flat 1 is let on AST at £357.50 pcm (£4,290) pa, Flat 2 is let on AST at £357.50 pcm (£4,290 pa)
Total income pa £8,580

TENURE: Advised Freehold - to be verified by solicitor



VIEWING SCHEDULE

Date

Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec

Time

14.45

Paul Fosh Auctions Contact: Sean Roper

LOT
6

Land at Former School Site, Chapel Road, Blaina,
Abertillery NP13 3BX
Guide Price £20,000+ (plus fees/costs, see page 2)



Land with Potential

DESCRIPTION

An area of land at the former school site situated in an established residential location. The land measures approximately 0.28 acres and offers potential for development (subject to the necessary planning consents).

The site benefits from local amenities and easy access to the A467 providing links to the nearby towns of Abertillery and Brynmawr.

All viewers to enter the grounds at their own risk.

Planning Permission: No applications have been submitted at present - potential buyers to make their own enquiries.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Paul Fosh Auctions Contact: Ryan Saunders

LOT
7

71 High Street, Hirwaun, Aberdare CF44 9SW
Guide Price £30,000+ (plus fees/costs, see page 2)



Building With Potential

DESCRIPTION

A two storey retail unit in the centre of the village of Hirwaun. This versatile property would be ideal for a number of uses including other commercial potential or conversion to full residential (subject necessary planning consents). The village of Hirwaun benefits from an excellent range of local amenities and shopping facilities and is adjacent to the A465 Heads of the Valley trunk road.

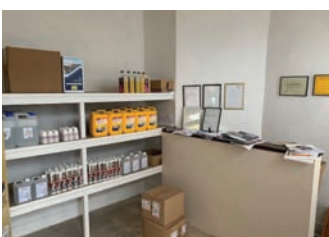
ACCOMMODATION

Ground Floor: Former retail unit, separate access, door to hallway, kitchen area **First Floor:** Landing, room 1, room 2 (plumbed for bathroom)

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Date

Time

Tues 19 Nov - Mon 25 Nov - Mon 02 Dec

13.45

Paul Fosh Auctions Contact: Sean Roper

LOT
8

10 Cae Is Maen, Pontardawe, Swansea SA8 4AX
Guide Price £20,000+ (plus fees/costs, see page 2)



Flat With Land For Owner Occupation/Investment

DESCRIPTION

A ground floor flat in need of improvement and upgrading situated in the popular village of Trebanos. The property has been empty for a number of years and will be ideal for a buy to let investor or homeowner. There is also a garden to front and rear and further parcel of land at the back of the garden that may offer scope for development in the future (subject to necessary consents).

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen, bathroom, bedroom

First Floor: Flat sold off on long leasehold

Outside: Gardens to front and rear and further area of land that may offer scope for development (subject to necessary consents).

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

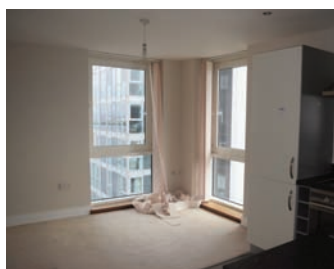
VIEWING SCHEDULE

Date	Time
Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec	13.30

Paul Fosh Auctions Contact: Sean Roper

LOT
9

66 Duncansby House, Ferry Court, Cardiff CF11 0AT
Guide Price £78,000 (plus fees/costs, see page 2)



Flat for Owner Occupation/Investment

DESCRIPTION

A flat on the eighth floor of a modern block with views over Cardiff Bay. The property benefits from UPVC double glazing, electric central heating (not tested), car parking space, on site swimming pool, spa and gym facilities. The block also has 24 hour concierge and communal gardens.

ACCOMMODATION

Ground Floor: Allocated parking space

Eighth Floor: Lounge/kitchen, bedroom, shower room

Outside: Communal gardens

TENANCIES: To be sold with vacant possession

TENURE: Advised Leasehold - Lease is 125 years from 01/01/2006

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

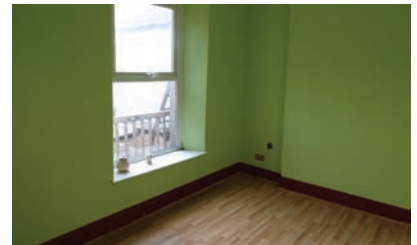
Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	9.30

Paul Fosh Auctions Contact: Gemma Vaughan

LOT
10

50 Commercial Road, Port Talbot SA13 1LG
Guide Price **£78,000+** (plus fees/costs, see page 2)

Lambert
Smith
Hampton



Commercial/Residential Opportunity

DESCRIPTION

A substantial freehold building comprising ground floor retail unit and first floor flat with a further rear unit that may offer scope for residential use (subject to necessary planning consents). The property is situated on a busy main road position with good road links to both Port Talbot town centre and the M4 motorway. Other occupiers close by include Aldi supermarket, local pharmacy and other independent retailers and takeaways.

The property requires refurbishment throughout but does benefit from partial double glazing and gas central heating to the flat (not tested).

ACCOMMODATION

Ground Floor: Retail unit, retail sales area, store, kitchen area, external wc

Annexe/storage unit: Ground floor storage area and kitchenette with mezzanine via drop down ladder to accommodate bedroom area

First Floor (Flat) Ground floor entrance, stairs to landing, lounge, 2 bedrooms, bathroom, kitchen with access to small roof terrace

Outside: Yard area with pedestrian access to rear lane

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec

Time

10.45

Paul Fosh Auctions Contact: Sean Roper



LOT
11

Garden Flat, 77 Allensbank Road, Cardiff CF14 3PP
Guide Price £95,000+ (plus fees/costs, see page 2)



Flat For Owner Occupation/Investment

DESCRIPTION

A fully refurbished ground floor apartment situated in a very popular area of Cardiff within walking distance of the University Hospital of Wales. The property benefits from its own private entrance and private courtyard garden area. Further benefits include electric heating (not tested) and UPVC double glazing. Excellent road and public transport links are available nearby into the city centre.

ACCOMMODATION

Ground Floor: Entrance hallway, kitchen, bathroom, living/dining room, bedroom

Outside: Private access from road, courtyard, garden area

TENANCIES: To be sold with vacant possession

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

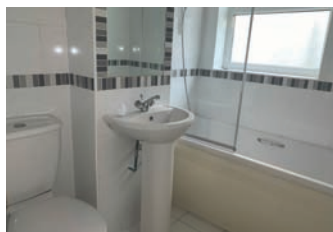
VIEWING SCHEDULE

Date

Time

Tues 19 Nov - Mon 25 Nov - Mon 02 Dec

11.20



Paul Fosh Auctions Contact: Ryan Saunders

deposit

Buyers, the minimum deposit is **£3,000** or **10% of the maximum bid price**, whichever is the greater.



LOT
12

73 Heol Y Parc, Cefneithin, Llanelli SA14 7DL
Guide Price £135,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

An impressive detached residence situated in this highly sought after location. The property has benefited from UPVC double glazing throughout to both the house and outbuildings and has replaced soffits and fascias. Internally the property boasts many original features including a wonderful tiled hallway, original doors and some original skirting and coving.

ACCOMMODATION

Ground Floor: Entrance porch, hallway, lounge, reception room/dining room, store room, modern fitted shower room/wc, kitchen

First Floor: Landing, 3 bedrooms, bathroom

Outside: Garden and driveway to front leading to garage, a wonderful rear garden which has been well planted and maintained, outside wc, store room and further brick built storage shed to rear.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

The property offers excellent potential to either persons looking for a spacious family home or investors as the property requires refurbishment and upgrading. The village of Cefneithin benefits from an excellent range of amenities, well regarded primary and secondary schools and is within easy reach of the A48 and M4 motorway and nearby retail park.

Viewing Schedule:

Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec - 10.00



Paul Fosh Auctions Contact: Sean Roper



Former Church for Residential Conversion

DESCRIPTION

The property is a detached former church set in the rural hamlet of Garthbrengy just a few miles to the north of the town of Brecon. The property which stands in good sized grounds apparently dates back to the 12th century and enjoys magnificent views to the south overlooking Pen Y Fan and the Brecon Beacons Horseshoe.

Planning: Full planning consent was granted for the conversion of the church to form a four bedroom property. Details of the planning consent are available for inspection at the auctioneer's office.

ACCOMMODATION

Ground Floor: Entrance, reception/dining area, 2 bedrooms, kitchen/breakfast room

Outside: Approximately one acre of land

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Hunters, 01597 825644



LOT
14

4 Albert Street, Blaenllechau, Ferndale CF43 4NW
Guide Price £36,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Residential Investment

DESCRIPTION

A traditional mid terrace property situated in Blaenllechau near the town of Ferndale. The house has been improved by the current owner and would make an ideal buy to let. The property benefits from UPVC double glazing and gas central heating (not tested). The nearby town of Ferndale offers a selection of amenities and road links towards the A470.

ACCOMMODATION

Ground Floor: Entrance hallway, kitchen/living/dining room

First Floor: Landing, 2 bedrooms, bathroom

Outside: Rear garden with stone built storage shed

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	12.30

Paul Fosh Auctions Contact: Ryan Saunders



LOT
15

Land at Duke Street, Abertillery NP13 1BE
Guide Price £13,500 + (plus fees/costs, see page 2)



Land with Potential

DESCRIPTION

An area of land located in the town of Abertillery. The main part of the land is mainly level with a steep gradient to the rear, with a road behind. There was previously an approved planning application on the land for development, however, this has now lapsed but any new application may be looked on favourably (potential buyers to make their own enquiries with the local authority). Abertillery offers a wide range of amenities and the train station with links to Cardiff is available in the neighbouring village of Llanhilleth.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Paul Fosh Auctions Contact: Ryan Saunders

LOT
16

2 Southern Street, Caerphilly CF83 1LH
Guide Price £105,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

An end of terrace bay fronted house located a short distance from Caerphilly town centre which offers a large range of amenities, shops, schools etc. The property would make an ideal investment or for buyers looking to renovate to resell. Caerphilly offers good road links to Cardiff in the south and also has a railway station which connects with Cardiff and the Valleys. The property further benefits from gas central heating (not tested) and UPVC double glazing.

ACCOMMODATION

Lower Ground Floor: Basement with conversion potential

Ground Floor: Entrance hallway, living room, dining room, kitchen, bathroom

First Floor: Landing, 3 bedrooms

Outside: Forecourt, rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	14.00

Paul Fosh Auctions Contact: Ryan Saunders

LOT
17

104 Brecon Road, Ystradgynlais, Swansea SA9 1HJ
Guide Price £40,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A substantial mid terraced house in need of updating and improvement. The property benefits from UPVC double glazing, gas central heating (not tested) and offers generous accommodation over two floors. The house is ideally situated for local amenities in the nearby town centre and there are an excellent range of transport links and good road links to the M4 motorway.

ACCOMMODATION

Ground Floor: Entrance hall, lounge/dining room, kitchen, bathroom, wc

First Floor: Landing, 3 bedrooms

Outside: Rear garden with fine views

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec	14.20

Paul Fosh Auctions Contact: Sean Roper



LOT
18

21 The Green, Rhymney, Tredegar NP22 5AA
Guide Price £37,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A traditional mid terrace house located in Abertyswg near the town of Rhymney. The property benefits from gas central heating (not tested) and double glazing. The area of Abertyswg offers local amenities and the nearby towns of Rhymney and Tredegar offer a more extensive range of shopping facilities.

ACCOMMODATION

*Please note we have not inspected the property internally before going to print.

Ground Floor: Living/dining room, kitchen, bathroom

First Floor: Landing, 2 bedrooms

Outside: Rear garden

TENANCIES: The property is let on an AST at £325 pcm (£3,900 pa).

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	9.00
Paul Fosh Auctions Contact: Ryan Saunders	

LOT
19

Development Site at North Street, Newport NP20 1JY
Guide Price £250,000+ (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

A rare development opportunity in the heart of Newport city centre. The site is located just outside of Newport's main shopping area and benefits from a wide range of amenities, shops, schools etc. Convenient motorway access is available to the nearby M4 at Junctions 26 and 27 making it ideal for commuters. Newport train station is a short distance away and offers an alternative method of transport. Newport has undergone some regeneration in recent years and has become increasingly popular with buyers from out of area, especially since the removal of the tolls on the Severn Bridge crossing which connects Wales with England.

Planning: Full planning permission has been granted for 'change of use' of two buildings into six self contained residential units, five apartments and one detached dwelling.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

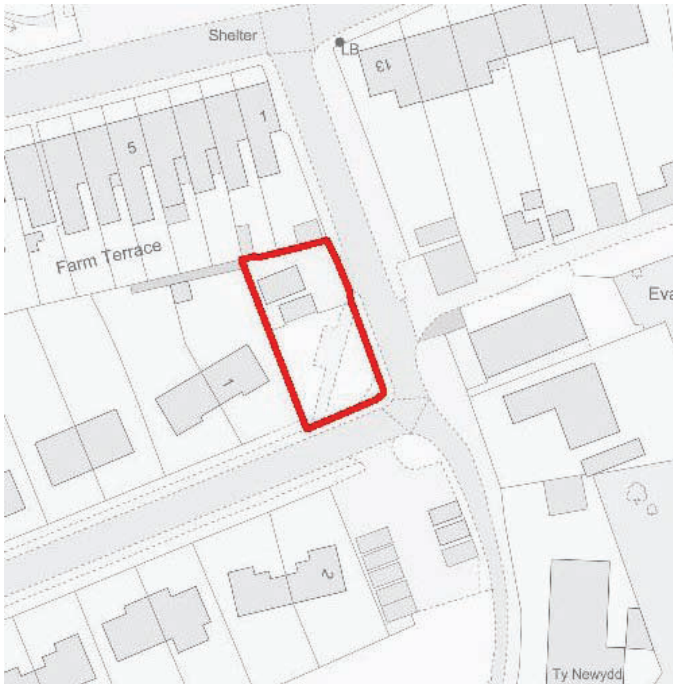
VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

**LOT
20**

Land, at Brondeg, Heolgerrig, Merthyr Tydfil CF48 1TW

Guide Price £55,000+ (plus fees/costs, see page 2)



Building Plots

DESCRIPTION

An area of land set in a popular location of Merthyr Tydfil. The land has recently obtained outline planning consent to develop a single detached dwelling. There are a good range of amenities nearby and excellent road links to the M4 motorway via the A470 - Planning application number: P/19/0065.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

**LOT
21**

Flat 18 Victoria House, 93-95 Tudor Street, Cardiff CF11 6AA

Guide Price £68,000+ (plus fees/costs, see page 2)



Flat For Owner/Occupation/Investment

DESCRIPTION

A good sized one bedroom flat situated in a modern block with a mixture of both residential and commercial. The flat is ideally situated for access to local amenities in Grangetown and Cardiff city centre is a short distance away with its wide selection of shopping facilities and transport links including train station. The flat benefits from UPVC double glazing and has fitted kitchen and shower room and will be ideal for either a buy to let investor or homeowner wanting easy access to the city centre.

ACCOMMODATION

Ground Floor: Own entrance with stairs to first floor, entrance, lounge/kitchen, bedroom, shower/wc

TENANCIES: To be sold with vacant possession

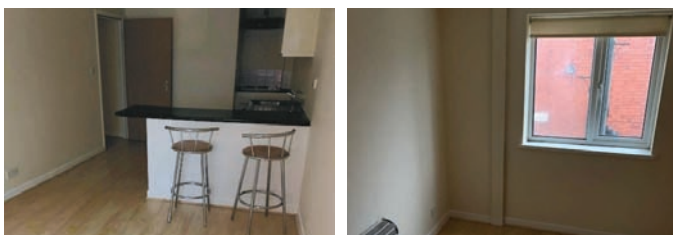
TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	10.10

Paul Fosh Auctions Contact: Sean Roper



LOT
22

Losito Stud, A4137, Whitchurch, Ross-on-Wye HR9 6EG
Guide Price £540,000+ (plus fees/costs, see page 2)



Equestrian Facility in 30 Acres

DESCRIPTION

Losito stud comprises a detached log cabin set in grounds of over 30 acres. Losito Stud is situated in an area of outstanding natural beauty whilst being within just a few hundred metres of the A40 road, approximately halfway between Monmouth and Ross on Wye. The property is double glazed and has bottled gas central heating system (not tested).

ACCOMMODATION

Residential: Entrance hall with cloakroom, open plan kitchen, living room/dining room, 4 bedrooms with master having en suite, family bathroom

Outside: Main portal barn with 10 internal boxes, additional lean to barn with a further 4 internal boxes, tack room, feed store, wc. Outdoor arena measuring 60 m x 20 m approximately, three bay agricultural barn, large parking area.

Grounds: The grounds total a little in excess of 30 acres which are all split into manageable paddocks. A cross country course has been set out and as well as the main entrance to the south east corner, there is a further access point off the A4137.

In addition, planning consent has been granted for the building of an office and the base has been constructed.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

The property has excellent equestrian facilities with American stabling within portal barns, arena, cross country course and pasture. As well as an equestrian business there is potential for alternative agricultural smallholding uses.



Paul Fosh Auctions Contact: Gemma Vaughan

LOT
23

39 Heol Yr Ysgol, Ebbw Vale NP23 6QP
Guide Price £42,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A mid terrace property situated in a popular residential location within the town of Ebbw Vale. The property benefits from gas central heating (not tested) and UPVC double glazing but requires upgrading and improvement.

There are a good range of local amenities close by and a junior school opposite with a wider selection of shops and transport links available in Ebbw Vale town centre.

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen/dining room

First Floor: Landing, 3 bedrooms, bathroom

Outside: Front and rear gardens

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	10.30

Paul Fosh Auctions Contact: Sean Roper

LOT
24

98 Fforchaman Road, Cwmaman, Aberdare CF44 6NF
Guide Price £54,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A traditional mid terrace property which has benefitted from upgrading to include new kitchen and bathroom, replastered walls and redecoration.

The property is situated in the popular village of Cwmaman which benefits from a good range of local amenities and is ideally situated for access to the nearby town of Aberdare.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge, kitchen

First Floor: Landing, shower room, 2 bedrooms

Outside: Forecourt, rear garden, may offer scope for parking or development (subject to the necessary planning consents)

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	13.00

Paul Fosh Auctions Contact: Sean Roper

LOT
25

The Village Tavern, 93-94 High Street, Clydach, Swansea
SA6 5LN
Guide Price £68,000+ (plus fees/costs, see page 2)

LAMBERTS CHARTERED
SURVEYORS



Freehold Public House

DESCRIPTION

An opportunity to acquire a substantial freehold building that has traded as a public house until recently. The property offers generous accommodation over three floors would be ideal for a number of alternative uses such as restaurant or B&B or part conversion to residential flats (subject to planning consents).

ACCOMMODATION

*Please note the Auctioneers have not inspected internally, we believe it to comprise of:

Ground Floor: Bar area, wcs

First Floor: 5 bedrooms, bathroom

Second Floor: 2 bedrooms

Outside: Rear yard, smoking shelter, car parking

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

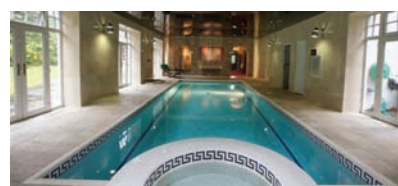
Date	Time
Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec	12.45
Paul Fosh Auctions Contact: Sean Roper	

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www.paulfoshauctions.com





Residential Manor House/Commercial Potential

DESCRIPTION

This beautiful, historic, country residence is set in approximately 2 acres of grounds, in a tranquil and rural position. The main residence, is a rare surviving manor house, barely changed for 200 years and is still occupied as a private home. Plas Cilybebyll boasts many original features, but has undergone some renovation, providing the property with up to date service appliances and under-floor heating. This luxury home is arranged over three floors and a cellar with wine store. The ground floor has a charming entrance hall and offers substantial living accommodation, inclusive of a 10m swimming pool. This chateau-style residence would make an exceptional venue for weddings and other celebrations, where guests could enjoy the 9 bedrooms of the main house, along with the surrounding buildings and beautiful grounds.

The original Victorian tennis pavilion is now the awe inspiring orangery and venue, known as the "Petit Chateau", which has a bar, ten-line chill cellar and commercial kitchen available to provide food and drinks for guests. Also, within the grounds is "The Bakehouse" which is another historic building and has been thoughtfully renovated, providing pleasant accommodation. The garden has a walled Italian style, lower garden, 2 formal ponds, a domed folly and a ruined Water Mill, which would offer potential for restoration. There is no limit to the potential of this amazing property, and it would suit a range of commercial uses, or as an impressive private home. (Please note – any commercial use would be subject to approval from the local authority.)

ACCOMMODATION

Accommodation	Floor	Description
Main Residence	Cellar	Wine store
	Ground Floor	Entrance hallway, lounge, kitchen/breakfast room, 2 x wcs, laundry room, boot room, study, library, dining room, swimming pool, jacuzzi
	First Floor	Hallway, 5 bedrooms (3 with en suite), bathroom
	Second Floor	Hallway, 4 bedrooms (1 with en suite), bathroom
The Venue	Cellar	10 line chill cellar
	Ground Floor	Modern bar, function/restaurant area
	First Floor	2 wcs, commercial kitchen
The Bakehouse	Ground Floor	Hallway, living room, dining room, kitchen, wc, conservatory
	First Floor	Landing, 2 bedrooms, bathroom
The Barn		Large insulated barn with electric door and power
Folly		Ornate feature in the gardens
Outside		Private gardens set in approximately 2 acres with gated lane access and tennis courts

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

LOT
26

Plas Cilybebyll, Pontardawe, Swansea SA8 3JQ
Guide Price £735,000 + (plus fees/costs, see page 2)



Paul Fosh Auctions Contact: Ryan Saunders

LOT
27

Land Adjacent to Rockingstone Terrace, Pontypridd CF37 4AP

Guide Price Nil (plus fees/costs, see page 2)



Land with Potential

DESCRIPTION

An area of land comprising quarry face and woodland. The land is accessible from Rockingstone Terrace and may be suitable for various uses (subject to necessary planning consents).

We are informed by the current owners that there is potential for income when access is required to the overhanging electricity cables.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

LOT
28

20 Upper Power Street, Newport NP20 5FT

Guide Price £69,000 + (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A mid terraced house situated in a popular location in Newport, close to the city centre and Newport train station. The property requires renovation throughout but does benefit from a gas combination boiler (not tested) and partial double glazing. The M4 motorway offers access at nearby Junction 26, providing links to Cardiff, Bristol and beyond.

ACCOMMODATION

Ground Floor: Entrance hallway, living room, kitchen/dining room, bathroom

First Floor: Landing, two bedrooms

Outside: Front garden and rear courtyard

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	15.20

Paul Fosh Auctions Contact: Ryan Saunders

LOT
29

21 Tanybryn Terrace, Pontygwaith, Ferndale CF43 3LR
Guide Price £45,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

An improved three bedroomed mid terrace house situated in a popular residential location. The property benefits from UPVC double glazing, gas central heating (not tested) and has fitted kitchen and bathroom. The house would be ideal for either homeowner or for buy to let investment. The village of Pontygwaith benefits from an excellent range of amenities, shopping facilities and excellent road links to the towns of Porth and Pontypridd.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge/dining room, kitchen, bathroom

First Floor: Landing, 3 bedrooms

Outside: Forecourt, rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	10.50
Paul Fosh Auctions Contact: Sean Roper	

LOT
30

178 East Road, Tylorstown, Ferndale CF43 3BY
Guide Price £45,000+ (plus fees/costs, see page 2)



Commercial/Residential Opportunity

DESCRIPTION

An end of terrace three storey building comprising a ground floor retail unit, potential storage/office space to the first floor and a lower ground floor, which is currently arranged as living accommodation. The property is situated in Tylorstown (A4233) with access to the nearby A470, providing links to Pontypridd in the south and Merthyr Tydfil in the north east. This property would suit a range of uses or alternatively would be suitable to convert back to a residential dwelling (subject to the necessary planning consents).

ACCOMMODATION

Ground Floor: Main shop area, rear stock room/office

Lower Ground Floor: Living/dining room, bedroom, kitchen, bathroom

First Floor: 3 room, wc

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	11.20
Paul Fosh Auctions Contact: Ryan Saunders	



Investment Opportunity

DESCRIPTION

A substantial two storey semi detached modern style unit comprising a ground floor retail unit which currently trades as a hairdressers and a first floor self-contained flat. The property is situated in a highly sought after location close to good road links and within easy reach of Cwmbran town centre.

The shop is sold with a well established tenant and the flat will be sold with vacant possession. The town of Cwmbran is situated ideally for access to the M4 motorway, Newport and Cardiff to the west. There are an excellent range of shopping facilities and amenities and transport links within easy reach.

ACCOMMODATION

Ground Floor (Retail Unit): Hairdressers with salon area, rear hallway, kitchen, storage cupboard, wc

First Floor (Flat): Entrance via stairs to side of building: Entrance hallway, lounge, kitchen, 2 bedrooms, bathroom, storage cupboard and balcony to front

Outside: Garden area to side (for use with flat) and parking bay

TENANCIES: The retail unit is currently let on a 10 year lease at £4,700 pa with rent review on the fifth anniversary. The flat is currently vacant but has scope to let up to approximately £6,000 pa with potential annual income of £10,500 per annum when fully let

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date

Wed 20 Nov - Tues 26 Nov - Mon 02 Dec

Time

14.30

Paul Fosh Auctions Contact: Sean Roper

LOT
32

57 King Street, Cwm, Ebbw Vale NP23 7SQ
Guide Price £40,000 (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A traditional three bedroom end terraced property situated in Cwm, close to all local amenities and under 2 miles from the Festival Retail Park. Ebbw Vale offers further amenities and the railway station, providing links to Cardiff and Newport.

The property benefits from an open plan living area, UPVC double glazing and gas central heating (not tested).

ACCOMMODATION

Ground Floor: Lounge/dining room, kitchen

First Floor: 3 bedrooms, bathroom

Outside: Rear courtyard

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

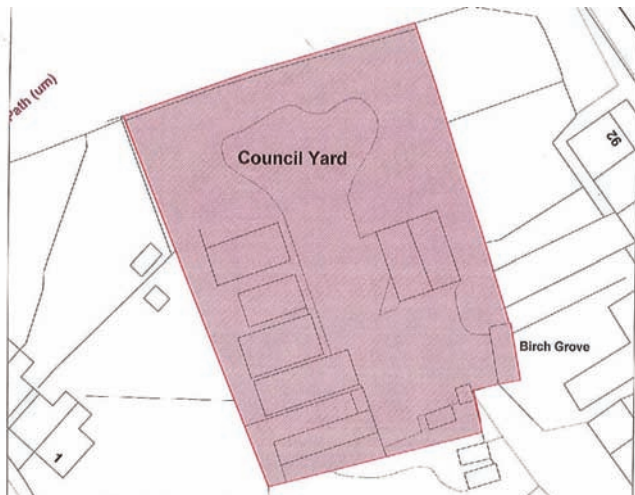
VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	12.45

Paul Fosh Auctions Contact: Gemma Vaughan

LOT
33

Corporation Yard, Ashvale, Tredegar NP22 4AQ
Guide Price £45,000+ (plus fees/costs, see page 2)



Former Council Yard

DESCRIPTION

A large former council yard located in the Tredegar area. The site measures approximately 0.7 acres and offers potential for development and a variety of other uses (subject to necessary planning consents). The area benefits from local amenities and provide swift, easy access to the Heads of the Valley Road (A465), which links with Merthyr Tydfil in the west and Abergavenny in the east.

*Please note there is no access permitted into the compound for viewings.

Planning Permission: No applications have been submitted at present (buyers to make their own enquiries).

TENANCIES: Subject to a lease at £1,200 pa

TENURE: Advised Freehold - to be verified by solicitor

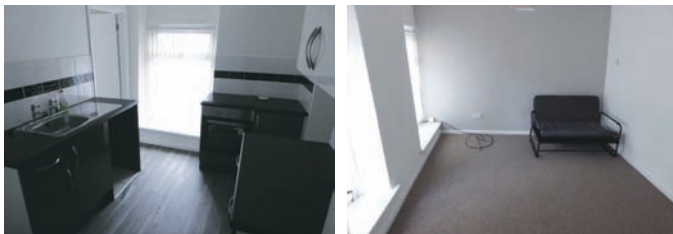
VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Paul Fosh Auctions Contact: Ryan Saunders

**LOT
34**

70 South Street, Porth CF39 0EF
Guide Price £18,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

An upgraded and refurbished first floor flat which benefits from UPVC double glazing and gas central heating (not tested). The flat has also benefited from a newly fitted kitchen, white bathroom suite, is in good decorative order and would be ideal for a buy to let investor or first time buyer. Locally there are a good range of amenities and transport links, including train station in the nearby town of Porth.

ACCOMMODATION

First Floor: Entrance, kitchen, lounge, bedroom, bathroom

TENANCIES: Let at £290 pcm (£3,480 pa)

TENURE: Advised Leashold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	10.15

Paul Fosh Auctions Contact: Sean Roper

**LOT
35**

The Ancient Historical Title of The Lordship of the Manor of Munsterley, **Guide Price £2,500+** (plus fees/costs, see page 2)



Manorial Title

DESCRIPTION

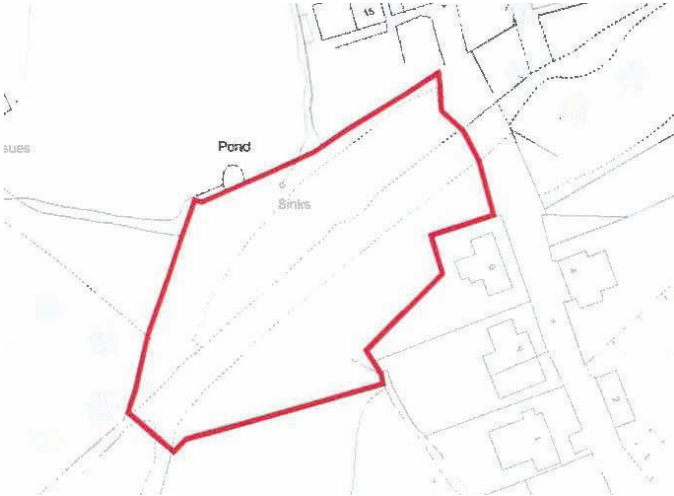
A rare opportunity to buy a present for the person who has everything.

The title may allow the owner to use the title Lord/Lady of Munsterley after their name. The title can be used on all official documentation including passport, driving licence and other legal documentation.

Paul Fosh Auctions Contact: Sean Roper

LOT
36

Land between Glynmeirch Road & Graig Road, Pontardawe,
Swansea SA8 4AP
Guide Price £5,000+ (plus fees/costs, see page 2)



Land with Potential

DESCRIPTION

A parcel of land measuring approximately 3,200 sq m situated in a sought after village in the Swansea Valley.

The land is heavily overgrown and wooded but would be ideal for a number of uses and may offer scope for development, amenity or extra garden (subject to necessary planning consents).

Direction Details: The site is adjacent to 9 Glynmeirch Road and next to the railway line, (use postcode SA8 4AP for sat nav).

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

LOT
37

72 Pennant Street, Ebbw Vale NP23 6PR
Guide Price £35,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A spacious mid terraced house situated in a popular residential location. The property requires upgrading but benefits from UPVC double glazing and gas central heating (not tested) and would be ideal for a first time buyer or buy to let investor. The town of Ebbw Vale benefits from an excellent range of shopping facilities and amenities and over the last few years has enjoyed a good level of regeneration.

ACCOMMODATION

Ground Floor: Entrance, lounge/dining room, kitchen, utility room

First Floor: 2 bedrooms, bathroom

Outside: Rear garden with lane access

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	11.00

Paul Fosh Auctions Contact: Sean Roper



LOT
38

10 Mill Meadow, North Cornelly, Bridgend CF33 4QB
Guide Price £42,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A modern ground floor flat situated in a popular residential location within easy reach of local amenities and schools. The property is currently occupied with a well established tenant who has indicated that they are keen to remain. The flat benefits from UPVC double glazing, gas central heating (not tested) and has an open plan lounge/kitchen area.

ACCOMMODATION

Ground Floor: Entrance, lounge/kitchen, bedroom, shower room

TENANCIES: The property is let on an AST at £450 pcm (£5,400 pa) to a tenant who has been in occupation for a number of years

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

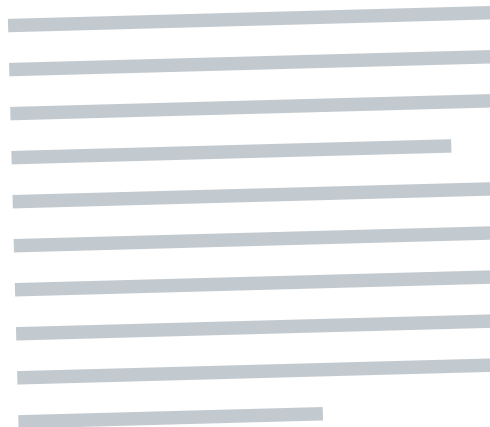
VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	11.30

Paul Fosh Auctions Contact: Sean Roper

legal packs

The legal packs can be **updated at any time** and you should therefore check with the auctioneers on the day of the auction to check all the details.





Development Opportunity

DESCRIPTION

A selection of barns with planning for development into five homes/units. The barns are predominantly stone built with half timber frame construction in poor condition but occupy an elevated position in a stunning rural location.

The proposed dwellings provide various choices of accommodation.

Unit 1 - 3 bedrooms, 1 en-suite, bathroom, entrance hall, study, kitchen, living/dining room

Unit 2 - Entrance hall, 3 bedrooms, 1 en-suite, family bathroom, dining/living/kitchen

Unit 3 - 4 bedrooms, 1 en-suite, family bathroom, kitchen/living/dining area

Unit 4 - 3 bedrooms, 1 en-suite, family bathroom, kitchen/dining/living area

Unit 5 - 2 bedrooms, bathroom, kitchen/dining/living area

Outside each barn will have allocated parking areas and garden

Planning:

Planning permission was granted by Powys County Council in August 2006 for conversion of the barns to create five dwellings, associated car parking, landscaping and access. Full details of planning and the planning consents will be available in the legal pack.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

The barns are situated close to the villages of Painscastle and Klein with the bustling town of Hay on Wye approximately five and a half miles to the north. The barns are adjacent to Dolbedwyn Farm, a 16th century building which has shared access.



LOT
40

19 Old Park Terrace, Pontypridd CF37 1TG
Guide Price £64,000 + (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A stone built mid terrace house in a popular location close to Pontypridd town centre and its large range of amenities. The property benefits from a gas combination boiler (not tested). The University of South Wales is nearby and Pontypridd train station provides direct links to Cardiff with the A470 providing vehicular access to Cardiff, Caerphilly, Merthyr Tydfil.

ACCOMMODATION

Ground Floor: Entrance porch, living room, dining room/3rd bedroom, kitchen, bathroom

First Floor: 2 bedrooms

Outside: Forecourt, rear garden with lane access

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

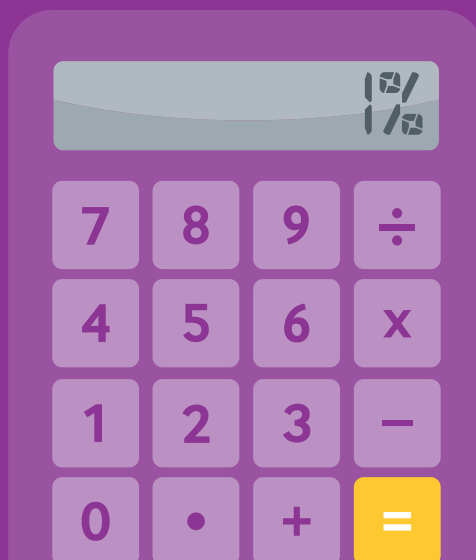
Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	9.30



Paul Fosh Auctions Contact: Ryan Saunders

buyer's premium

Buyers, in addition to the purchase price, buyers will be required to pay a buyer's premium of **1.2%** or **Minimum £750.00** inc VAT per lot.



LOT
41

Units 6 - 8a, Ton Pentre Industrial Estate Llanfoist Street, Pentre CF41 7EE
Guide Price **£75,000+** (plus fees/costs, see page 2)



Commercial/Industrial Investment

DESCRIPTION

An opportunity to acquire a block of industrial units which are currently let to established tenants who are keen to remain in occupation. The property comprises a two storey unit split into two parts, both with separate access, a single story unit with

both pedestrian access and roller shutter doors for deliveries etc.

The village of Gelli is ideally situated for access to Treorchy and Tonypany and has good road links to the M4 motorway.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M	Rental
Unit 8 Ground Floor	Single storey unit interconnecting to unit 7	850	78.97	£2,400 pa
Unit 6 Ground Floor	Entrance, storage office, kitchenette, wc, roller shutter door	2,600	241.55	
Unit 7 Ground Floor	Single storey unit with kitchenette, wc, roller shutter doors	1,400	130.06	
Unit 8a First Floor	Office space, wc, kitchenette, 2 offices	850	88.26	£6,900 pa
Outside	Parking areas, communal access			
Total		5,700	538.84	£9,300 pa

* There is insurance rent payable in addition to the passing rent on each unit.

* The total rent for units 6, 7 & 8a is £6,900 pa

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	13.30

Paul Fosh Auctions Contact: Sean Roper



Commercial/Residential Opportunity

DESCRIPTION

An opportunity to acquire a former A3 takeaway with living accommodation over. The unit has previously traded as a kebab shop but will be ideal for other forms of takeaways or other commercial uses (subject to necessary planning consents).

The property is situated on a main road position in a small parade of shops which include local stores and post office. The property may also offer scope for conversion to full residential use (subject to necessary planning consents).

ACCOMMODATION

Ground Floor: Main shop area, kitchen, store, ancillary space, stairs to first floor, integral garage

First Floor: Entrance, hallway, 2 reception rooms, bathroom, kitchen

Second Floor: Landing, 2 further bedrooms

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Wed 20 Nov - Tues 26 Nov - Mon 02 Dec

Time

13.30



LOT
43

The Vicarage, Valley Manor Nursing Home, Southend
Terrace, Pontllytyn, Bargoed CF81 9RN
Guide Price £435,000+ (plus fees/costs, see page 2)



Commercial Opportunity

DESCRIPTION

A substantial detached residential care home situated in a picturesque location in Pontllytyn near the town of Bargoed. This 25 bedroom property is in good condition throughout and although it is currently vacant it is fully furnished (open to separate negotiation to start up as a residential care home).

The building offers potential for multiple uses, including conversion to hotel, house of multiple occupancy, apartments, to name just a few (all subject to the necessary planning consents). Positioned in a large plot, there is parking available currently for multiple vehicles. The nearby town of Bargoed offers a large range of amenities, shops, supermarkets etc and also benefits from a train station with direct links to Cardiff.

ACCOMMODATION

Ground Floor: Entrance porch, hallway, 2 communal lounges, conservatory, kitchen, wcs, pantry, 2 offices, laundry room/wc, sluice room, bathroom, plant room, storage room, 10 bedrooms

First Floor: Landing, shower room, sluice room, treatment room, 2 wcs, 3 bathrooms, lounge, 15 bedrooms

Second Floor: Kitchenette, 2 storage rooms, shower room

Outside: Large plot with car parking for multiple vehicles, range of lawn and shrub areas

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

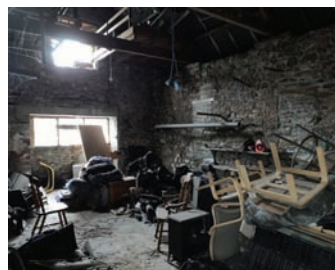


Paul Fosh Auctions Contact: Ryan Saunders

LOT
44

The Workshop, Dragon Lane, Govilon, Abergavenny NP7 9PG

Guide Price £22,000+ (plus fees/costs, see page 2)



Commercial Opportunity

DESCRIPTION

A stone built workshop located in Govilon, west of Abergavenny. The building would be suitable for use as a workshop or storage for a business and benefits from electricity and water (not tested).

The building is situated within a residential area and is surrounded by residents' garages (please note garages are not included with sale).

Govilon offers easy access to the Heads of the Valley Road (A465).

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	9.50

Paul Fosh Auctions Contact: Ryan Saunders

LOT
45

10 Armoury Terrace, Ebbw Vale NP23 6BD

Guide Price £50,000+ (plus fees/costs, see page 2)



Commercial Investment

DESCRIPTION

A mid terrace building located in Ebbw Vale town centre. The building is arranged over three storeys with the main shop/office area to the ground floor and is accessed via electric roller shutter doors. The popular town of Ebbw Vale benefits from many national retailers including Greggs, Cash Generator and Home Bargains. The property is in good overall condition and would make an ideal commercial investment.

ACCOMMODATION

Ground Floor: Main shop/office area

Lower GF: Ancillary space, 4 rooms

First Floor: Landing, wc, kitchen/ amenity room, office

Outside: Rear garden area

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 20 Nov - Tues 26 Nov - Mon 02 Dec	11.30

Paul Fosh Auctions Contact: Ryan Saunders

LOT
46

The Ark, Green Bottom, Littledean, Cinderford GL14 3LH
Guide Price £175,000+ (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A rare opportunity to own a detached two bedroom cottage situated in an idyllic location. To the first floor there are two bedrooms with the possibility to create a third bedroom (subject to the necessary planning consents).

Property is in need of full renovation and also offers potential for off road parking (subject to planning consents).

ACCOMMODATION

Ground Floor: Entrance hallway, lounge, kitchen, cloakroom

First Floor: Landing, 2 bedrooms with potential for 3, bathroom

Outside: Overgrown garden with stream

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: KJT, 01594 833 333

This idyllic location offers complete peace and privacy whilst being in easy reach of major road and rail networks.

Littledean is one of the ancient villages of the Forest of Dean. Situated a mile east of the town of Cinderford, it contains many old buildings dating back to the 1600's, and some even earlier. The village was once the site of Roman occupation, and the remains of the Roman temple can be seen in the grounds of Littledean Hall.

Paul Fosh Auctions Contact: Gemma Vaughan

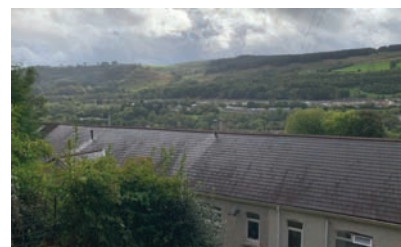
South Wales Viewing Schedule

5 December 2019 Auction

		Tues 19 Nov	Wed 20 Nov	Thu 21 Nov	Fri 22 Nov	Mon 25 Nov	Tue 26 Nov	Wed 27 Nov	Thu 28 Nov	Mon 02 Dec	Tue 03 Dec	Wed 04 Dec
18	21 The Green, Abertyswg, Tredegar, NP22 5AA		09.00				09.00			09.00		
44	The Workshop, Dragon Lane, Abergavenny, NP7 9PG		09.50				09.50			09.50		
23	39 Heol Yr Ysgol, Ebbw Vale, NP23 6QP		10.30				10.30			10.30		
37	72 Pennant Street, Ebbw Vale, NP23 6PR		11.00				11.00			11.00		
45	10 Armoury Terrace, Ebbw Vale, NP23 6BD		11.30				11.30			11.30		
1	17 King Street, Cwm, Ebbw Vale, NP23 7SG		12.15				12.15			12.15		
32	57 King Street, Cwm, Ebbw Vale, NP23 7SQ		12.45				12.45			12.45		
42	77 Commercial Road, Pontypool, NP4 7HX		13.30				13.30			13.30		
31	3-4 Llangattock Court, Cwmbran, NP44 2HL		14.30				14.30			14.30		
28	20 Upper Power Street, Newport, NP20 5FT		15.20				15.20			15.20		
9	66 Duncansby House, Ferry Court, Cardiff, CF11 0AT	09.30				09.30				09.30		
21	Flat 18, 93/95 Tudor Street, Cardiff, CF11 6AA	10.10				10.10				10.10		
56	Flat 11, 6 Gwennyth Street, Cardiff, CF24 4PH	10.50				10.50				10.50		
11	Garden Flat, 77 Allensbank Road, Cardiff, CF14 3PP	11.20				11.20				11.20		
55	62 High Street, Mountain Ash, CF45 3PE	12.20				12.20				12.20		
24	98 Fforchaman Road, Aberdare, CF44 6NF	13.00				13.00				13.00		
7	71 High Street, Hirwaun, Aberdare, CF44 9SW	13.45				13.45				13.45		
52	1 Cyfartha Mews, Swansea Road, Merthyr, CF48 1HZ	14.30				14.30				14.30		
48	Convenience Store, Bridge St., Merthyr, CF48 4DT	15.10				15.10				15.10		
47	42 Brynteg Terrace, Merthyr Vale, Merthyr, CF48 4SD	15.40				15.40				15.40		
40	19 Old Park Terrace, Pontypridd, CF37 1TG				09.30				09.30			09.30

LOT
47

42 Brynteg Terrace, Merthyr Vale, Merthyr Tydfil CF48 4SD
Guide Price £52,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A well maintained and presented mid terraced house situated in the popular village of Merthyr Vale. Merthyr Vale benefits from an excellent range of amenities, the train station is close by with direct links to Cardiff and Merthyr Tydfil and is ideal for access to the Bike Park Wales. The property benefits from UPVC double glazing, gas central heating (not tested), fitted kitchen with appliances and white bathroom suite.

ACCOMMODATION

Ground Floor: Entrance hall, lounge, kitchen

First Floor: 2 bedrooms, bathroom

Outside: Forecourt, storage area under property, rear yard area and steps to tiered garden with wonderful views over the property

TENANCIES: To be sold with vacant possession

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044



VIEWING SCHEDULE

Date

Tues 19 Nov - Mon 25 Nov - Mon 02 Dec

Time

15.40

Paul Fosh Auctions Contact: Sean Roper

LOT
48

Convenience Store, 32 Bridge Street, Troedyrhiw,
Merthyr Tydfil CF48 4DT
Guide Price £80,000+ (plus fees/costs, see page 2)

LAMBERTS CHARTERED
SURVEYORS



Commercial Opportunity

DESCRIPTION

A substantial freehold building comprising ground floor retail unit and flat above. The shop has traded previously as a Premier store but would be ideal for a number of various uses such as restaurant or takeaway (subject to necessary planning consent licences).

ACCOMMODATION

Ground Floor: Retail sales area, storage area (size approximately 1,250 sq ft)

First Floor: Entrance hallway, lounge, kitchen, bathroom, 2 bedrooms

Outside: Rear yard

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Time

Tues 19 Nov - Mon 25 Nov - Mon 02 Dec

15.10

The property would also suit a live over work unit or for an investor looking at two potential incomes. The village of Troedyrhiw benefits from an excellent range of amenities and shop facilities and has a local train station.

Paul Fosh Auctions Contact: Sean Roper

**LOT
49**

Land to the rear of Penybryn, Grosvenor Road,
Llandrindod Wells LD1 5NA
Guide Price £75,000+ (plus fees/costs, see page 2)

HUNTERS
HERE TO GET YOU THERE



Development Opportunity

DESCRIPTION

An opportunity to acquire four building plots situated in the picturesque spa town of Llandrindod Wells. The plots have planning for four dwellings and are situated in a sought after location in an area with mainly detached executive style housing. The town centre is easily accessible with its wide range of shopping facilities and amenities and the plots are also convenient for Wells Lake and the train station.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Hunters, 01597 825644

Paul Fosh Auctions Contact: Sean Roper

**LOT
50**

3 St. Annes Road, Hakin, Milford Haven SA73 3LQ
Guide Price £29,000+ (plus fees/costs, see page 2)

**evans
roach**
Est. 1890
01437 762516



Commercial Opportunity

DESCRIPTION

A single storey commercial unit located in the popular coastal town of Milford Haven with beautiful views across the nearby harbour. The building was previously occupied by a wine shop, does require some renovation but offers fantastic potential for use as a business premises.

Milford Haven has a large selection of local and national retailers and benefits from high levels of tourism particularly in the summer months.

ACCOMMODATION

Ground Floor: Open plan commercial unit

Outside: Amenity storage area to rear

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

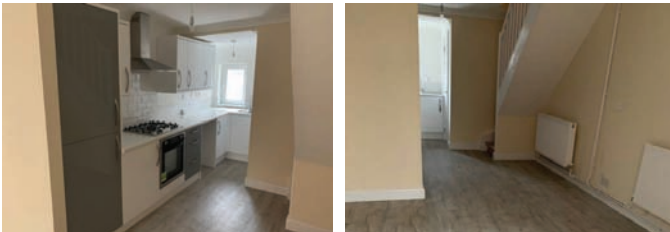
VIEWING CONTACT Evans Roach, 01437 762516



Paul Fosh Auctions Contact: Ryan Saunders

**LOT
51**

5 Rees Place, Pentre CF41 7HR
Guide Price £43,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A recently refurbished and upgraded terraced house. The property benefits from a new fitted kitchen with appliances, new bathroom, serviced and commissioned boiler with new parts, partial re-wire, redecoration and new flooring. Recently issued gas safe certificate and electrical installation test certificate. The property would be ideal for either a first time buyer or a ready to let investment opportunity. The village of Pentre is ideally situated between Tonypany and Treorchy but also benefits from an excellent range of local amenities and good transport links.

ACCOMMODATION

Ground Floor: Entrance, lounge/kitchen, bathroom

First Floor: Landing, 2 bedrooms

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

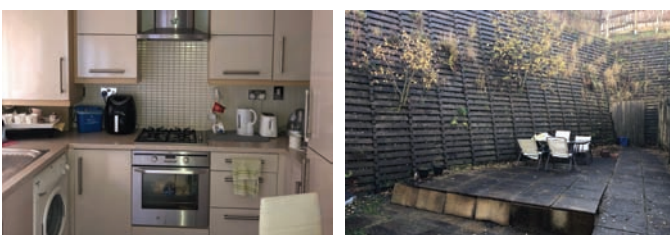
VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	14.10
Paul Fosh Auctions Contact: Sean Roper	

**LOT
52**

1 Cyfarthfa Mews, Swansea Road, Clwydyfagwyr, Merthyr Tydfil CF48 1HZ
Guide Price £68,000 + (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A modern end of terrace house located in the Merthyr Tydfil area, close to local amenities, shops, schools and a short distance from the Cyfartha Retail Park, with a wide range of shops and restaurants. Excellent road links are available via the A470 and the A465 Heads of the Valleys Road. The property is well presented throughout and benefits from gas central heating (not tested) and UPVC double glazing.

ACCOMMODATION

Ground Floor: Living room, kitchen/dining room, bathroom/wet room

First Floor: Landing, 2 bedrooms

Outside: Rear garden with patio

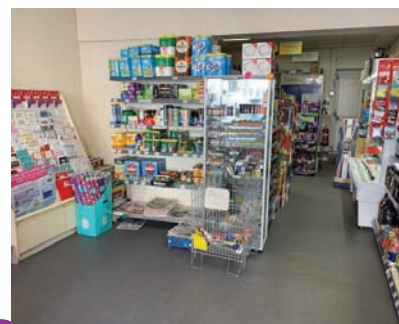
TENANCIES: The property is let on an AST at £435 pcm (£5,220 pa)

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	14.30
Paul Fosh Auctions Contact: Ryan Saunders	



Investment Opportunity

DESCRIPTION

An opportunity to acquire a substantial freehold building comprising two shops and seven flats (sold off on long leaseholds) close to the town centre with its excellent range of amenities and transport links. Pembroke Dock is served by the A477 trunk road which runs to the A470 and St Clears towards the M4 and Swansea.

TENURE: Advised Freehold - to be verified by solicitor

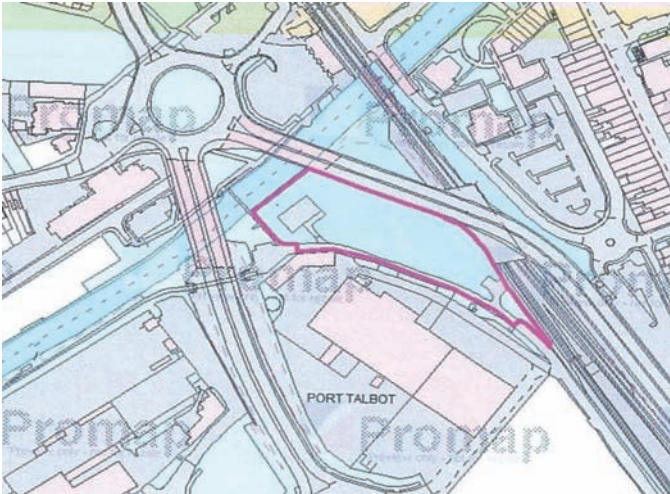
VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

ACCOMMODATION

Floor	Description	Rent
Ground - Shop 58	Let on a 10 year lease from 2017	£3,750 pa
Ground - Shop 60	There is no lease and is on a periodic tenancy	£1,820 pa
Ground - Flat 58	Sold off on a 99 year lease	£50 pa
Ground - Flat 62	Sold off on a 99 year lease	£50 pa
First & Second Floors Flats 58b, 58c, 60, 62a & 62b	Sold off on 999 year leases from 25/03/1980 with 21 yearly reviews with a passing rent	£139.36 pa
Total approximate annual income		£6,300

LOT
54

Plot at Cramic Way, The Docks, Port Talbot SA13 1RS
Guide Price £160,000+ (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

An opportunity to acquire a site of just over two acres which would be ideal for either industrial or commercial development (subject to necessary planning consents). We understand the site lies within the enterprise zone, other occupiers close by include a builders merchants and the site is adjacent to the train line and station. This versatile site offers both vehicle and pedestrian access and is situated within walking distance of Port Talbot town centre. The local area has recently been boosted with new infrastructure with excellent road links to the M4 motorway with Swansea to the west and Cardiff to the east.

Planning: Planning was previously granted for the construction of industrial units but has now lapsed, we also understand that the site was earmarked for a potential supermarket, however the plans never proceeded. The current owners have proposed a development of 25 industrial units but no planning has been submitted.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

LOT
55

62 High Street, Mountain Ash CF45 3PE
Guide Price £44,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A traditional end of terraced cottage with stone elevations to the front with both rear yard and side garden. The property is situated close to Mountain Ash town centre with its excellent range of shopping facilities, amenities and transport links including train station. The property would be ideal for either a homeowner or buy to let and benefits from gas central heating (not tested), UPVC double glazing, feature fireplace and original stone staircase.

ACCOMMODATION

Ground Floor: Entrance, lounge/kitchen

First Floor: Bedroom 1/2, bathroom

Outside: Rear yard and side garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	12.20

Paul Fosh Auctions Contact: Sean Roper

**LOT
56**

Flat 11, 6 Gwennyth Street, Cardiff CF24 4PH
Guide Price £105,000 (plus fees/costs, see page 2)



Investment Property

DESCRIPTION

A purpose built four bedroom flat situated on a top floor and offering generous accommodation space. The property is located in a prime letting area in the popular Cathay's district of Cardiff within walking distance of Cardiff University, Cardiff city centre and numerous local amenities. The property offers a good level of modern accommodation and is an excellent letting opportunity. The property further benefits from UPVC double glazing and four bedrooms each with en suite.

ACCOMMODATION

Top Floor: living/kitchen area, 4 bedrooms (all with en suite)

TENANCIES: To be sold with vacant possession

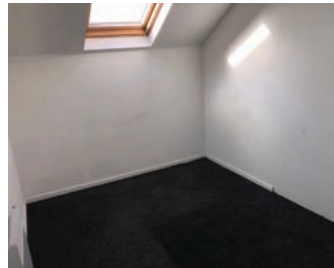
TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 19 Nov - Mon 25 Nov - Mon 02 Dec	10.50

Paul Fosh Auctions Contact: Gemma Vaughan

**LOT
57**

Former Blaenllynfi Infant School, Grosvenor Terrace, Maesteg CF34 0RW
Guide Price £99,000+ (plus fees/costs, see page 2)



Development Site

DESCRIPTION

A development site located in a mainly residential area of Maesteg and within close proximity to local amenities. The site has been cleared and measures approximately 0.96 acres in size. Good transport links are available via Maesteg railway station and the M4 motorway Junction 36 is approximately 9 miles away.

Planning Permission

Outline planning permission was granted in February 2017 for 6 three bedroom detached dwellings and 8 two bedroom semi detached dwellings (planning application number P/16/88/OUT).

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

LOT
58

Plots to the rear of, 45-53 Pemberton Road, Llanelli SA14 9BG
Guide Price £65,000+ (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

An opportunity to acquire three building plots in a popular residential location with views over the Parc Y Scarlets. The plots are ideally situated for access to the Parc Trostre Retail Park, Llanelli town centre and the M4 motorway which is easily accessible.

Planning:

Current planning is for three detached dwellings but the site may offer scope for alternative use such as one large dwelling or a number of linked properties (subject to necessary planning consents).

Full details of planning are available from the auctioneer's office.

* Please note an indemnity policy has been granted for access to the site.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

insure

Buyers should be aware that it is **your responsibility** to insure any property that you purchase from exchange of contracts.





Commercial Investment

DESCRIPTION

An opportunity to acquire two freehold shop units comprising a double retail unit and one single unit. Both units are currently let with one being a hairdressing salon and the other a gentleman's barbers. The properties are situated in the popular area of Old Cwmbran with other occupiers including solicitors, florists and a dress hire shop amongst others.

The town of Cwmbran is ideally situated to the M4 motorway and Newport with Cardiff to the west and Bristol to the east.

The property is being sold with the freehold for the whole building with three flats being sold off on long leaseholds.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

ACCOMMODATION

Floor	Description	Rent
13a	A double shop unit with reception and salon area, washroom/wc	£600 pcm
13b	A single shop unit with salon area, basement, storeroom, kitchen, wc	£450 pcm
Total		£12,600 pa

**LOT
60**

32 Cefn Road, Bonymaen, Swansea SA1 7HH
Guide Price £55,000+ (plus fees/costs, see page 2)

WELSH PROPERTY

01269 268770



House For Owner Occupation/Investment

DESCRIPTION

A traditional mid terraced house with stone elevations to the front. The property has recently had initial improvement works commence and benefits from new floor joists and other parts of the building stripped back ready for improvement. The property would be ideal as either one large dwelling or potential to convert to flats or HMO (subject to necessary planning consents). The property is ideally situated for access to local amenities and there are good road links to the M4 motorway.

ACCOMMODATION

Ground Floor: Entrance, lounge, dining room

Lower GF: Kitchen area, dining area, storage room

First Floor: 3 bedrooms, bathroom

Outside: Forecourt and rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date	Time
Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec	12.00

Paul Fosh Auctions Contact: Sean Roper

**LOT
61**

3B Picton Street, Maesteg CF34 0EW
Guide Price £55,000+ (plus fees/costs, see page 2)



Commercial Opportunity

DESCRIPTION

A good sized freehold building comprising ground floor shop area and further accommodation above. The property is situated on the main road in the village of Nantyyffyllon, a short distance from the town of Maesteg with its large range of amenities. The property may be suitable for conversion to residential or flats (subject to necessary planning consents). Further benefits include gas central heating (not tested).

ACCOMMODATION

Ground Floor: Main shop area, storage room

First Floor: 3 rooms, office

Outside: Side access, rear yard

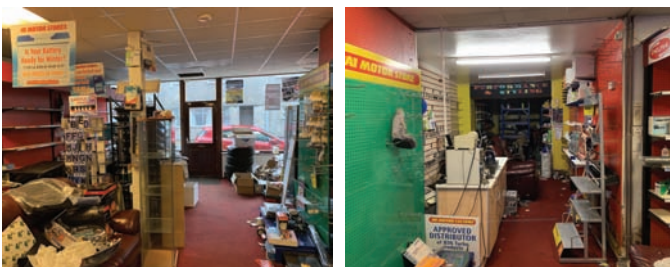
TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Date	Time
Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec	10.00

Paul Fosh Auctions Contact: Ryan Saunders



LOT
62

Land adjacent to 209 Ystrad Road, Pentre CF41 7PE
Guide Price £28,000+ (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

A development site located in Pentre in an established residential location. The site benefits from local amenities and is within close proximity to the towns of Treorchy and Tonypandy which offer a larger range of amenities and facilities.

Road links are provided by the A4058 which connects with the A470 in the west and joins with Cardiff in the south and Merthyr Tydfil in the north. The nearby railway station in Ton Pentre offers suitable alternative travel methods.

Planning Permission: The land has outline planning permission for nine apartments.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

LOT
63

2a Bridge Street, Llandeilo SA19 6BN
Guide Price £69,000 + (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A traditional, mid terraced house situated in a central location, close to shops, cafes, restaurants and other amenities within Llandeilo town centre. Although requiring some renovation, the property offers spacious accommodation with tall ceilings throughout and benefits from a gas combination boiler (not tested). The house may suit an owner occupier or an investor looking for buy to lets/holiday let. Llandeilo is positioned next to the Brecon Beacons National Park and attracts tourists all year round.

ACCOMMODATION

Ground Floor: Entrance hallway, living room/dining room, kitchen

First Floor: Landing, bedroom 1 with roof terrace, bedroom 2

Outside: Roof terrace

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Paul Fosh Auctions Contact: Ryan Saunders

LOT
64

3 Castlefield Station Road, Llanelli SA15 1AF
Guide Price £132,000 + (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

A three storey semi detached house located in Llanelli. The property dates back to circa 1820's and has served many uses over the years. The property was once two apartments and now offers scope for a third apartment on the second floor. The footprint of the property will suit investors looking to convert as the existing lay out is that of two apartments but was most recently lived in as one house.

The property benefits from generous room sizes, high ceilings, as well as gas central heating via combination boiler (not tested) and UPVC double glazing. The immediate area is undergoing some re-development so this could be the perfect time to invest.

ACCOMMODATION

Ground Floor: Entrance porch, hallway, 3 reception rooms, conservatory, kitchen, shower room, wc

First Floor: Split level landing, 3 bedrooms, bathroom/utility room, kitchen

Second Floor: 2 bedrooms

Outside: Forecourt, garden, off road parking to rear, storage shed

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Thurs 21 Nov - Wed 27 Nov - Tues 03 Dec

Time

11.00



Paul Fosh Auctions Contact: Ryan Saunders

LOT
65

The Ancient Historical Title of The Lordship of the Manor
of Muneton, **Guide Price £2,500+** (plus fees/costs, see page 2)



Manorial Title

DESCRIPTION

A rare opportunity to buy a present for the person who has everything.

The title may allow the owner to use the title Lord/Lady of Muneton after their name. The title can be used on all official documentation including passport, driving licence and other legal documentation.

Paul Fosh Auctions Contact: Sean Roper

LOT
66

Garage/Workshop at Maxwell Street, Ferndale CF43 4RT
Guide Price £19,000+ (plus fees/costs, see page 2)



Garage/Workshop with potential

DESCRIPTION

A two storey garage/workshop with full planning permission to convert to a single dwelling with off road parking. This would be suitable for residential development or commercial usage, it would also be ideal for a building company as storage and office area. This versatile building is located behind Ferndale's main shopping area and provides a good selection of amenities, with road links to the nearby towns of Porth and Pontypridd in the South.

ACCOMMODATION

Ground Floor: Garage entrance, open plan area

First Floor: Open plan area

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Time

Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec

12.00



Paul Fosh Auctions Contact: Ryan Saunders

**LOT
67**

16 Blackthorn Court, Llanharry, Pontyclun CF72 9WU
Guide Price £130,000 (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A three bedroom detached house with drive situated in a popular development close to the villages of Cowbridge and Pontyclun. The property is situated close to all local amenities including shops, schools, leisure facilities and public transport links including Pontyclun train station.

The house requires minimal upgrading, is ideal for owner occupation or investment and benefits from UPVC double glazing and gas central heating (not tested).

ACCOMMODATION

Ground Floor: Cloakroom, lounge, kitchen/diner

First Floor: 3 bedrooms, bathroom

Outside: Low maintenance garden overlooking playing fields, summer house, shed

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date

Time

Fri 22 Nov - Thurs 28 Nov - Wed 04 Dec

13.10

Paul Fosh Auctions Contact: Gemma Vaughan

**LOT
68**

Land at, Brook Street, Blaenrhondda, Treorchy CF42 5SB
Guide Price £13,000+ (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

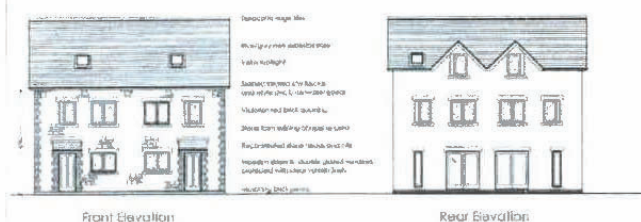
A mainly level parcel of land with planning for a pair of 3 bedroom semi detached houses. The plot is situated in the picturesque village of Blaenrhondda which lies to the north of the vibrant town of Treorchy with its wide range of shopping facilities and transport links, including train station with links to Cardiff.

Planning: Planning has been granted for the development of two 3 bedroom semi detached dwellings. Planning reference number 18/0705/1 - Full details of planning and architects' drawings will be available in the legal pack.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044



Paul Fosh Auctions Contact: Sean Roper

LOT
69

1 Cwmneol Street, Cwmaman, Aberdare CF44 6NR
Guide Price £20,000+ (plus fees/costs, see page 2)



House For Modernisation

DESCRIPTION

A mid terraced house requiring upgrading and modernisation. The property is situated in a popular residential location close to amenities and shops. The nearby town of Aberdare is easily accessible via public transport and good road links and benefits from a much wider range of shopping facilities and transport links including train station with direct links to Cardiff.

Please note no internal inspection was available prior to the catalogue going to print but we believe it to comprise:

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen area, bathroom area

First Floor: Landing, 2 bedrooms

Outside: Wc

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

guide prices

The guide prices quoted in this catalogue are neither our opinion of the value of the property nor are they the precise figure in which the reserve price will be set.

Reserve prices may be set at, below or above the guide price but normally within a range of 10%.

Please note that guide prices are set before the catalogue goes to print and reserve prices are normally set just a few days before the auction. On this basis, the auctioneers and their clients reserve the right to alter both guide prices and reserve prices at any time.





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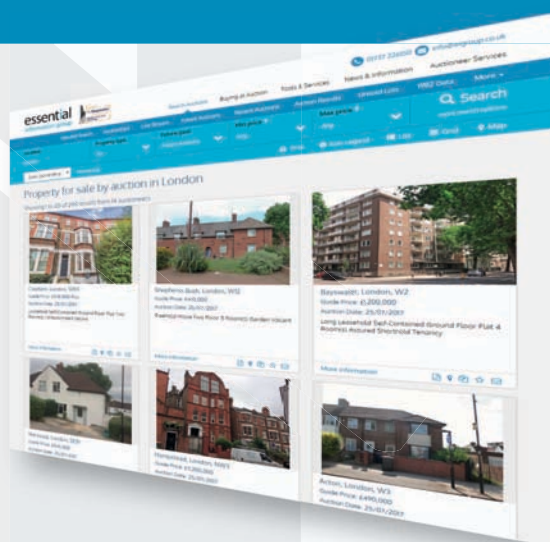
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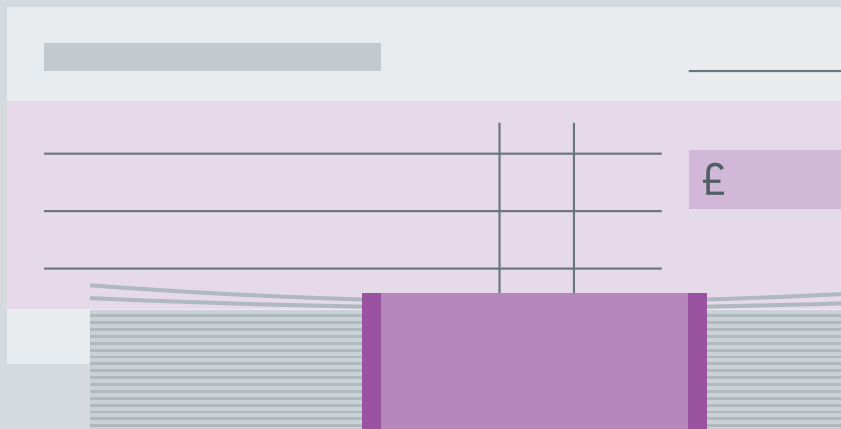
Due to changes in the Anti-Money Laundering regulations anyone wishing to bid on any property will be required to register, at no cost, prior to the sale in the room and produce two forms of the following identification:

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- **Address** - current utility bill, bank statement (within last 3 months)

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Terms and conditions for online, proxy and telephone bidders

1. A prospective purchaser should complete and sign the registration form overleaf. In particular the prospective proxy purchaser should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for a particular property.
The maximum price to which the auctioneer is authorised to bid must be an exact figure (accordingly wording such, as "£100 over the highest bid in the room" will not be acceptable). The auctioneer reserves the right not to bid on behalf of the prospective purchaser should there be any error or confusion in respect of these instructions or the accompanying deposit. A separate form must be completed for each lot for which a prospective purchaser requires the auctioneer to bid. The completed form or forms must be delivered to Paul Fosh Auctions, 108 Lower Dock Street, Newport, NP20 2AG (for the attention of the auctioneer) by hand or by post so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction is shown in the catalogue.
Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing.
2. The prospective proxy purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective purchaser in such manner as the auctioneer thinks fit in his absolute discretion.
3. The prospective purchaser shall be considered to have inspected the auction catalogue for the relevant lot and inspected the general and special conditions of sale and notices to prospective purchasers and also any addendum relating to the lot and to have full knowledge thereof and authorises the auctioneer or any duly authorised partner or employee of Paul Fosh Auctions as the prospective purchasers agent to sign the memorandum of contract incorporating all such matters at or after the auction.
4. Prospective proxy purchasers should send with this form a valid cheque or bankers draft drawn on a United Kingdom Branch of a bank representing 10% of the maximum price subject to a minimum of £3,000 to which the prospective purchaser wishes the auctioneer to bid. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price.
5. The prospective purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the auctioneer's authority to bid. It is the prospective purchaser's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.
6. Unless the relevant lot is sold to the prospective purchaser, the amount of the prospective purchasers bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the respective purchaser.
7. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.
8. The auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Paul Fosh Auctions liable for any loss or claims relating to the telephone system or the interruption or suspension of this service. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
9. Prospective purchasers are advised to telephone the auction department of Paul Fosh Auctions (tel. 01633 254044) between 8.30 a.m. and 10.00 a.m. on the day of the auction to ensure that there are no amendments to the particulars of the sale or conditions relating to the relevant lot or other matters relating to it.
The prospective purchaser will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchasers behalf or refuse to accept bids by or on behalf or refuse to accept bids by or on behalf of prospective purchasers and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective purchaser as a result thereof.
10. Should the prospective purchaser wish to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In this case the auctioneer will not make any bids on behalf of the prospective purchasers.
11. Prospective purchasers are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable, Paul Fosh Auctions will not be held responsible or liable for any loss suffered in respect thereof.

Registration form for online, telephone and proxy bidders

Date of Auction: Lot Number: Online/Telephone/Proxy (Please delete as appropriate)

I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.

Address of Lot:

Maximum Bid Price:

(words)

Cheque for £3,000 or 10% deposit (whichever is the greater) + **Buyer's premium of 1.2% or Minimum £750:** £ (enclosed herewith)

Note: For administrative reasons, unless otherwise agreed with the Auctioneers, the minimum deposit for online/telephone/proxy bids is **£3,000 or 10%** of the maximum bid price, whichever is the greater, plus buyer's premium of **1.2% or Minimum £750.00**.

Purchasers Details

Full Name(s):

Address:

Post Code:

Business Tel: Home Tel:

For telephone bids, telephone number at time of auction:

Solicitors:

Post Code:

For the Attention of:

Telephone:

Signature of Prospective Purchaser or Person Signing on Purchasers behalf:

Full Name and Address of Signatory if different from Purchasers details given above:

Date of Signing:

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Last Name:		
Address:		
Post Code:		Telephone:
Email:		
Property Type:		
Property Area:		

Office Use

Received (Date):		Cheque No:	
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Common Auction Conditions

Edition 4

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Where the auctioneer is a member of the RICS and uses the Common Auction Conditions the auctioneer must also comply with the current RICS Guidance for Auctioneers Selling Real Estate.

Introduction

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

Glossary

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement.

We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and 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. They must not be used if other standard conditions apply.

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Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

Approved Financial Institution

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

ARREARS

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

ARREARS Schedule

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

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

BUYER

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

Catalogue

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- b) if CONTRACTs are exchanged, the date of exchange. If exchange is not 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 (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

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

Financial Charge

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

General Conditions

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

INTEREST RATE

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

LOT

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

OLD ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

Ready To Complete

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

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

Auction Conduct Conditions

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

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 Introduction

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

A2 OUR role

- 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 or fails to provide identification as required by the AUCTIONEERS.
- A2.2 OUR decision on the conduct of the AUCTION is final.
- A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
- A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
- A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

- A3.1 All bids are to be made in pounds sterling exclusive of VAT.
- A3.2 WE may refuse to accept a bid. WE do not have to explain why.
- A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
- A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.
- A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information

- A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.
- A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.
- A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.
- A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

- A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.
- A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION
 - (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
 - (b) sign the completed SALE MEMORANDUM; and
 - (c) pay the deposit.
- A5.4 If YOU do not WE may either
 - (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
 - (b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
 - (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
 - (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
 - (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
 - (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
 - (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.
- A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

- A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £3,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

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

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

G1 The LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, under the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
 - (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
 - (b) the SELLER is to leave them at the LOT.

- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
 - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 Deposit

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

G3 Between CONTRACT and COMPLETION

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

- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
 - (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
 - (c) If title is in the course of registration, title is to consist of:
 - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
 - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid;
 - and
 - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
 - (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
 - (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER;
 - and
 - (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
 - (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
 - (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

G6 COMPLETION

- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer;
 - and
 - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be READY TO COMPLETE.
- G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the LOT; and
 - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
 - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

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

G9 Landlord's licence

- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
 - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

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

- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- (a) the BUYER is liable to pay interest; and
 - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- G10.4 Apportionments are to be calculated on the basis that:
- (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 (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11. ARREARS

Part 1 – Current rent

- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
- G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
 - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;

(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

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

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

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:

(a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;

(b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and

(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

(a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that

(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

(a) of the BUYER'S VAT registration;

(b) that the BUYER has made a VAT OPTION; and

(c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;

and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:

(a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;

(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and

(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

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

G17 Maintenance agreements

- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by PRACTITIONER

- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold
- (a) in its condition at COMPLETION;
 - (b) for such title as the SELLER may have; and
 - (c) with no title guarantee;
- and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
 - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:
- (a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
 - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.
 - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTs of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
 - (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

G21 Environmental

- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 Service Charge

- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:
- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
 - (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
- but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23 Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 TENANCY renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and
(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26 No assignment**
- The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27 Registration at the Land Registry**
- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the TRANSFER;
(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTS (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

G30. EXTRA SPECIAL DETAILS

See **Auctioneers** for details

Memorandum of sale

Auction date:

Lot No.

Agreement date:

Seller's name:

Seller's address:

Post code:

Telephone:

Buyer's name:

Buyer's address:

Post code:

Telephone

Property

Completion date:

Purchase Price:

Deposit £:

Plus Buyer's Premium of: **1.2% or £750.00**

Total paid:

Balance £:

Buyers conveyancer:

Contact:

Address:

Post code:

The seller acknowledges that he has agreed to sell and the buyer acknowledges that he has agreed to buy the property mentioned above at the Purchase Price, subject to the Standard, General and Special Conditions of Sale.

The Auctioneer acknowledges receipt of the deposit as agent for the seller.

Signed by or on behalf of the Buyer:

Signed as agent for the Seller:

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date

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