

Wales & West Country
Thursday 6 February 2020
5:00pm



# Important notes to be read by all bidders

- 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.
- 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.
- All prospective purchasers shall be deemed to have inspected the property and made the usual pre-Contract Searches and Enquiries.
- 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.

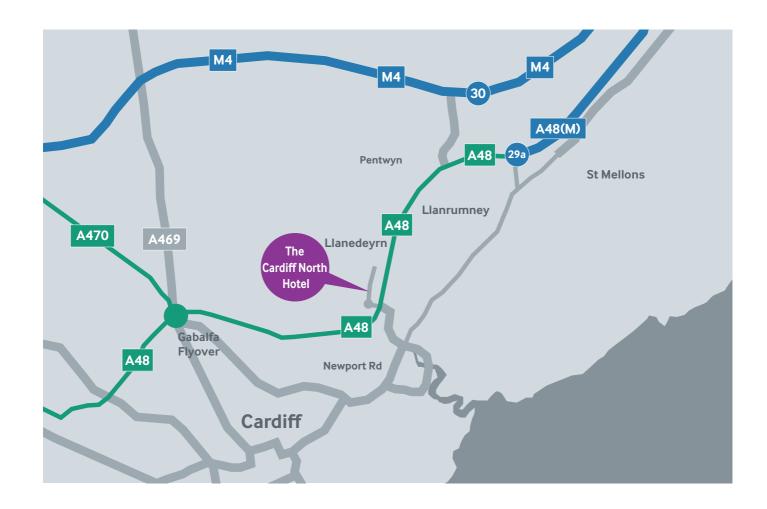
- Reference made to any fixtures or fittings does not imply that these are in working order and have not been tested by the Auctioneers or Agents instructed. Purchasers should establish the suitability and working condition of these appliances themselves.
- 9. No representation or warranty is made in 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 6 February 2020 5.00pm

Circle Way East, Llanedeyrn Cardiff CF23 9XF

Tel: 029 2058 9988



### Order of sale

Lot	Property Address
1	1 Parry Street, Tylorstown, Ferndale
2	72 Mill Road, Cardiff
3	37 Garn Cross, Nantyglo, Ebbw Vale
4	Dunraven Chambers, Ebenezer Road, Tonypandy
5	118 Commercial Road, Newport
6	Land at Mill Lane, Castleton, Cardiff
7	98 Cardiff Road, Aberdare
8	147 New Road, Porthcawl
9	164 Bowleaze, Greenmeadow, Cwmbran
10	10 Albert Street, Blaenllechau, Ferndale
11	Apartment 201 Courtlands, Hayes Road, Sully, Penarth
12	Garden Flat, 77 Allensbank Road, Cardiff
13	12 Blake Road, Newport
14	178 East Road, Tylorstown, Ferndale
15	Ty Graig, Argoed, Blackwood
16	Hyfrydol, Cemetery Road, Maesteg
17	258 Chepstow Road, Newport
18	65 Stelvio Park Drive, Newport
19	Land near Heol Aneurin, Tonyrefail, Porth
20	12 John Street, Abercwmboi, Aberdare
21	Hebron Hall, Monnow Street, Monmouth
22	Toilet Block, Derwen Road, Bridgend
23	20 Pitman Street, Cardiff
24	Flat 4, Ogmore Court, Commercial Street, Ogmore Vale
25	4 Orchard Lane, Cwmbran
26	7-8 Armoury Terrace, Ebbw Vale
27	10 Armoury Terrace, Ebbw Vale
28	21 Llewellyn Street, Pontygwaith, Ferndale
29	24 Victoria Avenue, Porthcawl
30	2a Bridge Street, Llandeilo
31	6 & 6a Commercial Street, Pengam, Blackwood
32	Development Land at Cemetery Road, Ebbw Vale
33	13 Greenland Crescent, Cardiff
34	Apartment 8 Courtlands, Hayes Road, Sully, Penarth
35	Former Iron Works, Iron Way, Tondu, Bridgend
36	The Workshop, Dragon Lane, Govilon, Abergavenny
37	232/232a & 234/234a Nantgarw Road, Caerphilly



Lot	Property Address
38	Latimer Lodge, Littledean Hill Road, Cinderford
39	113 Llandeilo Road, Brynamman, Ammanford
40	6 Dunraven Street, Tonypandy
41	Land at Duke Street, Abertillery
42	Losito Stud, A4137, Whitchurch, Ross-on-Wye
43	The Railway Inn, High Street, Bedllinog, Treharris
44	Wattstown Hotel, Aberllechau Road, Porth
45	6 Pantyffin Road, Merthyr Tydfil
46	First Floor, 151-153 Carlise Street, Cardiff
47	2 Bridge Street, Penygroes, Llanelli
48	29a Furzeland Drive, Neath
49	33 Bythway Road, Trevethin, Pontypool
50	Land off Hendy Road, Penclawdd, Swansea
51	Flat 5, 1 Market Street, Tenbury Wells
52	Land at Upper North Road, Bargoed
53	67 High Street, Ferndale
54	Surveyors Cottage, 120a High Street, Porthmadog
55	Glanynys House, Cwmbach Road, Aberdare
56	Cware Bach, Gorrig Road, Llandysul
57	Flat 11, 6 Gwennyth Street, Cardiff
58	3 St Annes Road, Hakin, Milford Haven
59	58-62 Bush Street, Pembroke Dock
60	Land adj to 209 Ystrad Road, Pentre
61	104 High Street, Cefn Coed
62	Former Colliers Arms, 31 Hebron Road, Clydach, Swansea
63	Former Malones Bistro, Commons Road, Pembroke
64	3b Picton Street, Maesteg
65	Kingfisher Bungalow, School Street, Pontrhydyfen, Port Talbot
66	Land at Greeenmeadow Terrace, Llangeinor, Bridgend
67	22 Castle Square, Merthyr Tydfil
68	Flat 62, 58-62 Bush Street, Pembroke Dock
69	Former School Gym, School House, School Street, Pontrhydyfen, Port Talbot
70	33a Dunraven Street, Tonypandy
71	The Ancient Historical Title of The Lordship of the Manor of Botinton
72	Former Blaenllynfi Infant School, Grosvenor Terrace, Maesteg
73	Tan Yr Allt, High Street, Sennybridge, Brecon
74	The Former Boiler Makers Club, Albany Street, Newport

### 11 Flats at Llys Gosen, Maddox Street, Tonypandy CF40 2RR **Guide Price £270,000+** (plus fees/costs, see page 2)





### PRELIMINARY NOTICE FOR MARCH 2020 AUCTION Residential Investment

### **DESCRIPTION**

x 2 bedroom unit. The property has been well maintained and managed with many long term established tenants who wish to remain. The property benefits from UPVC double glazing and gas

A substantial freehold block of 11 flats with 10 x 1 bedroom and 1 central heating (not tested) to each of the flats with its own combi boiler. The town of Tonypandy benefits from an excellent range of shopping facilities, amenities and transport links with train station and direct links to Cardiff.

### **ACCOMMODATION**

Flat No	Floor	Bedrooms	Annual Passing Rent
Flat 1	Ground Floor	2 bedrooms	£3,640
Flat 2	Ground Floor	1 bedroom	£3,510
Flat 3	Ground Floor	1 bedroom	£3,380
Flat 4	First Floor	1 bedroom	£3,510
Flat 5	First Floor	1 bedroom	£3,380
Flat 6	First Floor	1 bedroom	£3,510
Flat 7	First Floor	1 bedroom	£3,380
Flat 8	Second Floor	1 bedroom	£3,510
Flat 9	Second Floor	1 bedroom	£3,510
Flat 10	Second Floor	1 bedroom	£3,380
Flat 11	Second Floor	1 bedroom	£3,510
Total			£38,220

TENURE: Advised Freehold - to be verified by solicitor VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

### 1 Parry Street, Tylorstown, Ferndale CF43 3AT **Guide Price £35,000 +** (plus fees/costs, see page 2)







### House for Owner Occupation/Investment DESCRIPTION

A traditional end of terrace house situated in Tylorstown, within close proximity to the town of Ferndale. The property requires renovating but does benefit from a gas combination boiler (not tested) and UPVC double glazing. The village of Tylorstown offers local amenities and good road links to Pontypridd and the A470 bypass.

#### **ACCOMMODATION**

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

**First Floor:** Landing, 3 bedrooms **Outside:** Small yard to the rear

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

Time
Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 15.50

Paul Fosh Auctions Contact: Ryan Saunders

**2** 

### 72 Mill Road, Cardiff CF5 4AH **Guide Price £68,000+** (plus fees/costs, see page 2)



### House For Owner Occupation/Investment DESCRIPTION

A traditional end of terraced house situated in a sought after location. The property would be ideal for either homeowner or investor for buy to let and is situated close to local amenities. The house benefits from partial UPVC double glazing and gas central heating (not tested) but offers scope for further improvements. Cardiff is situated to the west of Cardiff and is ideal for access to the city centre and also link roads to the M4 motorway.

### **ACCOMMODATION**

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

bathroom

First Floor: Landing, 2 bedrooms

Outside: Forecourt, rear garden and further parking space in

adjacent car park

**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 21 Jan - Mon 27 Jan - Mon 03 Feb **Paul Fosh Auctions Contact:** Sean Roper

14.10

### 37 Garn Cross, Nantyglo, Ebbw Vale NP23 4LJ **Guide Price £36,000+** (plus fees/costs, see page 2)







### House for Owner Occupation/Investment DESCRIPTION

A traditional two bedroom mid terrace property situated in Nantyglo which is close to Abertillery town and offers good access to the A465 Heads of the Valleys road.

The property benefits from gas central heating (not tested) and double glazing.

#### **ACCOMMODATION**

Ground Floor: Lounge/diner, kitchen, bathroom

**First Floor**: 2 bedrooms **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 22 Jan - Tues 28 Jan - Mon 03 Feb 11.20

Paul Fosh Auctions Contact: Gemma Vaughan



### Dunraven Chambers, Ebenezer Road, Tonypandy CF40 1BB **Guide Price £78,000 +** (plus fees/costs, see page 2)







### Development Opportunity/Investment

### **DESCRIPTION**

A large detached building comprising of three floors, situated just off Tonypandy's main shopping area. The ground floor is currently set up as a commercial unit with office/storage on the first floor and a self-contained two bedroom flat on the second floor. Each floor benefits from its own private entrance, so this may appeal to developers looking to convert each floor to flats. Due to its central location the property has a wide range of amenities within walking distance and a selection of shopping facilities. Tonypandy also benefits from a railway station with links to Cardiff.

#### ACCOMMODATION

**Ground Floor:** Shop area, store cupboard, wc **First Floor:** Landing, 2 rooms, kitchen, wc, lounge area **Second Floor:** Living room/kitchen, bathroom, 2 bedrooms

**TENANCIES:** To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

**VIEWING SCHEDULE** 

 Date
 Time

 Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb
 09.30

Paul Fosh Auctions Contact: Ryan Saunders

### 118 Commercial Road, Newport NP20 2GW **Guide Price £75,000+** (plus fees/costs, see page 2)









### Commercial/Residential Opportunity

#### **DESCRIPTION**

A substantial freehold building comprising ground floor retail unit/office and three bedroom flat above. The property would be ideal for either buy to let, investor or a person requiring a live overwork unit.

The commercial unit offers scope for a number of uses including office or retail unit as well as potential change of use to A3 (subject to necessary planning consents).

### **ACCOMMODATION**

**Ground Floor**: Retail unit by roller shutter door, retail/office space, 2 rooms including former kitchen area

First Floor Flat: Ground floor entrance, stairs, landing, lounge,

dining room, kitchen, bathroom Second Floor: 3 bedrooms Outside: Rear yard

**TENANCIES:** To be sold with vacant possession

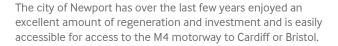
**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

**VIEWING SCHEDULE** 

Date Time

Wed 22 Jan - Tues 28 Jan - Mon 03 Feb 16.15





### Land at Mill Lane, Castleton, Cardiff CF3 2UT Guide Price £28,000+ (plus fees/costs, see page 2)



#### Land with Potential

#### **DESCRIPTION**

An area of land that measures approximately 0.09 acres. The site is of historical importance and is believed to form part of the moat of Wentloog Castle which was thought to have been the principal castle of the Lordship of Gwynllwy in the early Norman conquest.

The site is currently overgrown but it would be ideal for neighbouring properties for extra garden or amenity land, potential use for outdoor pursuits or development (subject to necessary planning consents).

\* Planning information 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

**7** 

### 98 Cardiff Road, Aberdare CF44 6TR **Guide Price £42,000 +** (plus fees/costs, see page 2)







### House for Owner Occupation/Investment

### DESCRIPTION

An extended traditional mid terraced house in Aberdare, in close proximity to the town centre. The property has been very well maintained over the years and benefits from an upgraded gas combination boiler (not tested) and double glazed windows throughout but now requires modernisation. There are a range of amenities locally and a more extensive range of facilities available in the town centre.

#### ACCOMMODATION

Ground Floor: Entrance hallway, sitting room, lounge, dining

room, kitchen shower room, wc First Floor: Landing, 2 bedrooms Outside: Enclosed level 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** 

DateTimeThurs 23 Jan - Wed 29 Jan - Tues 04 Feb12.40

### Paul Fosh Auctions Contact: Ryan Saunders

### 147 New Road, Porthcawl CF36 5DD **Guide Price £128,000+** (plus fees/costs, see page 2)









### House for Investment/Development/Owner Occupation

#### **DESCRIPTION**

A substantial bay fronted mid terraced house with stone elevations to the front under a pitched tiled roof. The property would be ideal for conversion to two or three flats, potential HMO or one large family home.

The property offers generous accommodation over three floors with a total of 10 rooms (including kitchens and bathrooms) and may also be good for commercial use such as a small care home or Airbnb (subject to necessary planning consents).

#### **ACCOMMODATION**

### **Ground Floor:**

Entrance hall, 2 reception rooms, kitchen and separate utility area

#### First Floor:

Landing, 3 bedrooms, bathroom

#### **Second Floor:**

Landing, 2 rooms

### Outside:

Forecourt and spacious rear garden with 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** 

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb15.30

The popular seaside resort of Porthcawl benefits from an excellent range of amenities and shopping facilities and also the stunning beaches that it is most well known for.



### 164 Bowleaze, Greenmeadow, Cwmbran NP44 4LG **Guide Price £89,000 +** (plus fees/costs, see page 2)







### House for Owner Occupation/Investment DESCRIPTION

An extended three bedroom, mid terraced house with a large conservatory and two reception rooms. The property is situated in the Greenmeadow area of Cwmbran which has a selection of local amenities, shops, schools etc. The house further benefits from UPVC double glazing and gas combination boiler (not tested). The nearby town of Cwmbran offers a more extensive range of amenities and shopping facilities. This property is in mainly good condition throughout and would be ideal for an owner occupier or buy to let investor.

#### **ACCOMMODATION**

**Ground Floor:** Entrance hallway, living room, dining room,

kitchen, conservatory

**First Floor:** Landing, wc, bathroom, 3 bedrooms **Outside:** Communal car park, enclosed rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

**VIEWING SCHEDULE** 

DateTimeWed 22 Jan - Tues 28 Jan - Mon 03 Feb13.45

Paul Fosh Auctions Contact: Ryan Saunders

**10** 

### 10 Albert Street, Blaenllechau, Ferndale CF43 4NW **Guide Price £29,000 +** (plus fees/costs, see page 2)







### House for Owner Occupation/Investment

### DESCRIPTION

A traditional mid terraced house situated in Blaenllechau near the town of Ferndale. The property originally had three bedrooms but has now been converted into two good sized bedrooms. The house is in mainly good condition throughout and also benefits from a gas combination boiler (not tested) and partial UPVC double glazing and would be ideal for buy to let investment. The nearby town of Ferndale offers a range of amenities and provides excellent road links to Pontypridd and the A470 bypass.

#### ACCOMMODATION

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

Kitchen

First Floor: Landing, 2 bedrooms, bathroom

Outside: Small courtyard area

**TENANCIES:** To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 14.10

Paul Fosh Auctions Contact: Ryan Saunders

### Apartment 201 Courtlands, Hayes Road, Sully, Penarth CF64 5QG **Guide Price £110,000** (plus fees/costs, see page 2)







### Apartment for Owner Occupation/Investment DESCRIPTION

A modern two bedroom apartment with roof terrace, situated within a secure development with 24 hour concierge, leisure facilities and direct access to the beach along coastal path.

The apartment is ideal for buy to let and also benefits from integrated Smeg appliances, electric heating (not tested), double glazing and two allocated car parking spaces.

#### **ACCOMMODATION**

**Second Floor**: Entrance hallway, open plan lounge/kitchen/diner, two bedrooms, master en suite, hathroom

Outside: Two car parking spaces

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 21 Jan - Mon 27 Jan - Mon 03 Feb
 15.00

Paul Fosh Auctions Contact: Gemma Vaughan

# 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.



### 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 flat 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 21 Jan - Mon 27 Jan - Mon 03 Feb	11.15

Paul Fosh Auctions Contact: Ryan Saunders

13

### 12 Blake Road, Newport NP19 0JH **Guide Price £25,000+** (plus fees/costs, see page 2)







### House For Owner Occupation/Investment DESCRIPTION

A bay fronted mid terraced house situated in a pleasant cul de sac location. The property benefits from UPVC double glazing and gas central heating (not tested) but requires upgrading. The property is ideally situated for local amenities and schools and has excellent road links to Newport city centre and the M4 motorway.

### ACCOMMODATION

**Ground Floor:** Entrance hallway, lounge, dining room/pantry area, kitchen

**First Floor:** Landing, 3 bedrooms, bathroom **Outside:** Forecourt with parking and rear garden

**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

 Wed 22 Jan - Tues 28 Jan - Mon 03 Feb
 15.45

Paul Fosh Auctions Contact: Sean Roper

### 178 East Road, Tylorstown, Ferndale CF43 3BY **Guide Price £43,000+** (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 rooms, 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

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb

15.15

Paul Fosh Auctions Contact: Ryan Saunders

# thinking of selling at auction?

Unsure of what to do next? Speak to one of our professional advisors who are always at hand to offer specialist advice about selling your property at auction.

Call us on **01633 254044** or visit **www.paulfoshauctions.com** 

### Ty Graig, Argoed, Blackwood NP12 OJD **Guide Price £250,000+** (plus fees/costs, see page 2)















**Farmhouse** 

#### **DESCRIPTION**

An opportunity to acquire a detached welsh farmhouse situated in a rural position with 0.88 acres of land/garden. The property offers generous accommodation with a wonderful open plan living area with mezzanine balconies above. The farmhouse was renovated in 1984

by the world-renowned marine artist Leonard J Pearce and would be an ideal family home or potential business such as holiday let or bed and breakfast. The nearby town of Blackwood benefits from an excellent range of amenities and facilities and offers excellent road links to Newport and the M4 motorway.

#### ACCOMMODATION

**Ground Floor:** Entrance porch, living room/dining room area with inglenook fireplace and original stone staircase, fitted kitchen, breakfast room, ground floor bathroom, bedroom, workshop, which could be used as another living room or family room, conservatory

**First Floor:** Mezzanine on either side of the property overlooking the living room, 3 bedrooms, family bathroom, studio **Outside:** Wonderful gardens to front, sides and rear with summer house and garage

**TENANCIES:** To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor
VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

### Ty Graig, Argoed, Blackwood NP12 OJD **Guide Price £250,000+** (plus fees/costs, see page 2)













### Hyfrydol, Cemetery Road, Maesteg CF34 OLW **Guide Price £148,000+** (plus fees/costs, see page 2)

















### **Development/Conversion Opportunity**

#### **DESCRIPTION**

A substantial former care home situated in a convenient location approximately 2-3 minutes from Maesteg and 9 miles from Bridgend.

The property currently has 30 residential bedrooms, professional kitchen and ample communal areas. The property also benefits from gas central heating (not tested), garden and parking.

Viewing Schedule: Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb - 13.20

### **ACCOMMODATION**

**Ground Floor**: Main foyer, offices, 15 bedrooms, conservatory, professional kitchen, bathrooms

**First Floor**: 15 bedrooms, communal areas, sluice rooms, bathrooms

Outside: Communal areas, ample parking

**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: Gemma Vaughan

### 258 Chepstow Road, Newport NP19 8NL **Guide Price £135,000+** (plus fees/costs, see page 2)















### A3 Takeaway for Investment/Owner Occupation

#### **DESCRIPTION**

A substantial freehold building comprising a ground floor takeaway with living accommodation above. The property is situated on a busy main road which acts as a main artery into Newport city centre and to the M4 motorway and is opposite Eveswell primary school.

### **ACCOMMODATION**

**Ground Floor**: Reception/waiting area, fully fitted commercial kitchen to include appliances, food prep & fridge room, store room to rear, covered lean to offering access to rear lane **First Floor**: Landing, kitchen, bathroom, 2 bedrooms, lounge

**TENANCIES:** To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

**Date** Time

Wed 22 Jan - Tues 28 Jan - Mon 03 Feb 15.10

Paul Fosh Auctions Contact: Sean Roper

The takeaway has most recently traded as a Chinese but would

also suit other forms of food sales such as Indian or Kebab etc.

The property may also offer scope to develop and split the

commercial aspect from the residential.

### 65 Stelvio Park Drive, Newport NP20 3ES **Guide Price £90,000+** (plus fees/costs, see page 2)



### House for Owner Occupation/Investment

#### **DESCRIPTION**

A semi detached house located on the west side of Newport. The property benefits from a gas combination boiler (not tested) and partial double glazing.

There are a selection of amenities nearby and the city centre is also a short distance away. The property is also located close to the M4 motorway at Junction 27.

The house may appeal to buyers looking to renovate to resell.

#### **ACCOMMODATION**

Ground Floor: Entrance porch, hallway, living room,

kitchen/diner, wc, storage room

First Floor: Landing, bathroom, 3 bedrooms

Outside: Enclosed rear garden

**TENANCIES:** To be sold with vacant possession

**TENURE**: Advised Freehold - to be verified by solicitor

#### **VIEWING SCHEDULE**

Date	Time
Wed 22 Jan - Tues 28 Jan - Mon 03 Feb	14.30

Paul Fosh Auctions Contact: Ryan Saunders

19

### Land near Heol Aneurin, Tonyrefail, Porth CF39 8LN **Guide Price £6,000+** (plus fees/costs, see page 2)



### Land with Potential

### DESCRIPTION

A mainly level parcel of land that is situated behind a circle of residential properties.

The land is mainly square and would be ideal for a number of uses including development, garages, amenity land or garden (subject to 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

Paul Fosh Auctions Contact: Sean Roper

### 12 John Street, Abercymboi, Aberdare CF44 6BL Guide Price £38,000+ (plus fees/costs, see page 2)







### House For Owner Occupation/Investment DESCRIPTION

A traditional mid terraced house with accommodation over three floors. The property benefits from UPVC double glazing, gas central heating (not tested) and would be ideal for either a first time buyer or for buy to let. The town of Aberdare is situated just to the north with its excellent range of amenities, shopping facilities and transport links, including train station.

#### **ACCOMMODATION**

**Ground Floor:** Entrance hallway, lounge, dining room, kitchen

**Lower GF:** Bathroom, wc **First Floor:** Landing, 3 bedrooms

Outside: 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

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb

13.15

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.

### Hebron Hall, Monnow Street, Monmouth NP25 3EQ **Guide Price £180,000+** (plus fees/costs, see page 2)









### **Development Opportunity**

### **DESCRIPTION**

A former chapel built circa 1864 and located off Monmouth's popular main shopping street with vehicular access to a large car park at the rear. The property and land would be suitable for development to apartments, office or retail (subject to necessary planning consent). The well regarded town of Monmouth has an excellent range of amenities, shops, restaurants, supermarkets etc and provides excellent road links to Newport, the M4 motorway across the border to Ross on Wye and beyond.

### **ACCOMMODATION**

**Ground Floor**: Main hall area, kitchenette, 1 room, storage area, wc

**Lower Ground Floor**: 2 Rooms, kitchen, storage area **Outside**: Large car park, shared access to front

**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





### Toilet Block, Derwen Road, Bridgend CF31 1LH **Guide Price £27,000+** (plus fees/costs, see page 2)





### **Conversion Opportunity**

#### **DESCRIPTION**

A unique opportunity to purchase a detached toilet block situated in Bridgend close to the town centre.

The property is ideal for conversion (subject to necessary planning consents).

Derwen road is situated close to all local amenities including train station and is approximately 18 miles from Cardiff city centre

#### **ACCOMMODATION**

**Ground Floor**: 2 disabled wc's, mens toilets and urinals, 5 ladies toilets, 3 store rooms, ladies rest room, mens hand wash room

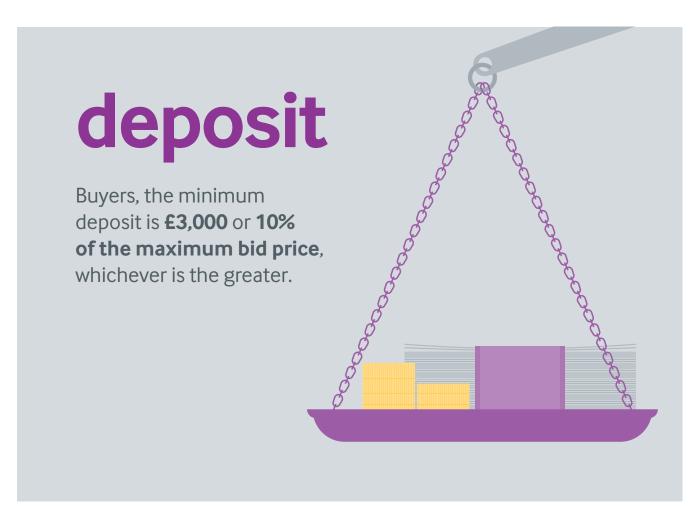
**TENANCIES:** To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Date	Time
Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb	14.45

Paul Fosh Auctions Contact: Gemma Vaughan



### 20 Pitman Street, Cardiff CF11 9DJ Guide Price £525,000+ (plus fees/costs, see page 2)











### **Investment Opportunity**

### **DESCRIPTION**

An impressive detached freehold building comprising three flats in the highly sought after area of Pontcanna. The property has stone elevations to the front and masonry features under a pitched tiled slate roof covering.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

The original building has benefited from an extension to the rear and there is also a parking area via roller shutter doors. The property is ideally situated for local amenities and schools and the vast array of restaurants and shops that Pontcanna is so well known for.

#### ACCOMMODATION

Floor	Description	Rent
Ground Floor	Communal entrance	
Flat 1	Flat 1 Lounge, kitchen, cloakroom, first floor 2 en suite bedrooms Previously let at £1,100 pcm	
Flat 2	Entrance, lounge, kitchen, cloakroom, first floor 2 en suite bedrooms	AST £1,100 pcm
Flat 3 FF	Entrance, second floor to lounge, kitchen, 2 en suite bedrooms	AST £1,100 pcm
Outside	Rear yard offering scope for parking with roller shutter doors via lane	
	Annual income when fully let	£39,600
VIEWING SCHEDULE		
Date		Time
Tues 21 Jan - Mon 27 Jan - Mon 03 Feb		12.00

### Flat 4 Ogmore Court, Commercial Street, Ogmore Vale, Bridgend CF32 7BL **Guide Price £19,000 +** (plus fees/costs, see page 2)







#### Residential Investment

#### DESCRIPTION

A spacious first floor, two bedroom flat located in the popular residential area of Ogmore Vale. The flat benefits from gas central heating (not tested) and UPVC double glazing. There are nearby amenities, school, local shops etc and the building is located under 7 miles from the M4 motorway. There is also the added benefit of private communal parking to the rear.

### ACCOMMODATION

**Ground Floor:** Communal entrance

 $\textbf{First Floor:} \ \textbf{Entrance hallway, living room, kitchen, bathroom, 2}$ 

bedrooms

**Outside:** Communal car park to the rear property

TENANCIES: Let on AST at £450 pcm (£5,400 pa)

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

**VIEWING SCHEDULE** 

 Date
 Time

 Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb
 11.30

Paul Fosh Auctions Contact: Ryan Saunders

от **25** 

4 Orchard Lane, Cwmbran NP44 1QD Guide Price £68,000 (plus fees/costs, see page 2)





### House for Owner Occupation/Investment

### **DESCRIPTION**

A modern two bedroom mid terrace house requiring upgrading, situated close to Cwmbran town centre and within a short distance of the train station.

The property benefits from gas central heating (not tested), double glazing and would be an ideal buy to let or investment.

### **ACCOMMODATION**

**Ground Floor**: Kitchen, lounge **First Floor**: 2 bedrooms, bathroom

Outside: 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

DateTimeWed 22 Jan - Tues 28 Jan - Mon 03 Feb13.10

Paul Fosh Auctions Contact: Gemma Vaughan

### 7-8 Armoury Terrace, Ebbw Vale NP23 6BD **Guide Price £64,000+** (plus fees/costs, see page 2)









### **Development Opportunity**

#### **DESCRIPTION**

A substantial freehold building with planning for development into three flats and a ground floor commercial unit. The property offers generous accommodation over three floors and currently comprises two former shop units with self contained flat over and lower ground floor accommodation.

The property is situated in an area of both residential and commercial properties and is within easy reach of Ebbw Vale town centre and train station. The town of Ebbw Vale has recently enjoyed an excellent amount of regeneration and investment and there is easy access to major link roads and the A465 Heads of the Valleys trunk road.

**Planning**: Planning has been granted for conversion to 3 flats and commercial unit. Planning Application no: C/2018/0226



**Ground Floor**: Commercial units, storage areas

Lower Ground Floor: Cellar area First Floor: Self contained flat

Attic: 2 rooms

**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 22 Jan - Tues 28 Jan - Mon 03 Feb 10.20



Paul Fosh Auctions Contact: Sean Roper

### 10 Armoury Terrace, Ebbw Vale NP23 6BD **Guide Price £47,000+** (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

DateTimeWed 22 Jan - Tues 28 Jan - Mon 03 Feb10.40

Paul Fosh Auctions Contact: Ryan Saunders

от **28** 

### 21 Llewellyn Street, Pontygwaith, Ferndale CF43 3LE **Guide Price £32,000 +** (plus fees/costs, see page 2)







### **Investment Opportunity**

### **DESCRIPTION**

Two self contained flats located in the area of Pontygwaith, near the towns of Ferndale and Porth. The building benefits from a double story extension. There are economy 7 night storage heaters (not tested) and UPVC double glazed windows throughout. Excellent road links are available to the town of Pontypridd and the A470 bypass, which links to Merthyr Tydfil in the north and Cardiff in the south.

#### ACCOMMODATION

**Ground Floor** Communal entrance

**Flat 21a:** Hallway, living room/dining room, kitchen, bathroom, 2 bedrooms

First Floor

**Flat 21b:** Hallway, living room/dining room, kitchen, bathroom, 2 bedrooms

Outside: Enclosed rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

**VIEWING SCHEDULE** 

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 16.20

Paul Fosh Auctions Contact: Ryan Saunders

### 24 Victoria Avenue, Porthcawl CF36 3HG **Guide Price £179,000+** (plus fees/costs, see page 2)











### **Development/Conversion Opportunity**

### **DESCRIPTION**

A substantial period four storey semi detached property situated in the coastal town of Porthcawl, which is approximateley 25 miles from Cardiff city centre.

The property, which was previously used as offices, offers significant development opportunity for alternative use (subject to necessary planning consents).

The property benefits from double glazing, electric storage heaters (not tested) and parking to the rear.

### **ACCOMMODATION**

**Ground Floor**: Large open plan office, lobby, wc, 2 rooms

Basement: 2 rooms First Floor: 3 rooms, 3 wcs Second Floor: 3 rooms Attic: Not inspected

Outside: Rear lane providing acces to car parking for

approximately 4 cars

**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 24 Jan - Thurs 30 Jan - Wed 05 Feb



16.00

Paul Fosh Auctions Contact: Gemma Vaughan

### 2a Bridge Street, Llandeilo SA19 6BN **Guide Price £65,000+** (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

1 31

### 6 & 6A Commercial Street, Pengam, Blackwood NP12 3SS **Guide Price £108,000+** (plus fees/costs, see page 2)



### **Investment Opportunity**

#### **DESCRIPTION**

An opportunity to acquire two spacious flats situated in a highly sought after location. The towns of Blackwood and Bargoed are both within easy reach and both benefit from an excellent range of amenities and shopping facilities. Locally, there are a good range of shops and transport links and the properties have always enjoyed a good occupancy level. The flats benefit from UPVC double glazing and gas central heating (not tested).

#### ACCOMMODATION

**Ground Floor:** (Flat 1) Entrance, lounge, kitchen, 2 bedrooms, bathroom

**First Floor:** (Flat 2) Ground floor entrance, stairs to first floor, landing, lounge, kitchen, bathroom, 2 bedrooms

Outside: Rear garden

TENANCIES: Flat 1 is let on AST at £500 pcm Flat 2 was previously let on AST at £500 pcm Total income £12,000 pa when fully let

TENURE: Advised Freehold - to be verified by solicitor

**VIEWING SCHEDULE** 

DateTimeWed 22 Jan - Tues 28 Jan - Mon 03 Feb09.30Paul Fosh Auctions Contact: Sean Roper

### Development Land at Cemetery Road, Ebbw Vale NP23 4TN **Guide Price £80,000+** (plus fees/costs, see page 2)



### **Development Land with Potential**

#### **DESCRIPTION**

A mainly level site with a slight slope to the south which comprises approximately 2.0 acres (0.80 hectares) of prominent land close to Tesco superstore. The site is roughly triangular in shape with mature tree line screening round the boundary. There is greenfield land to the north end whereas the south was formerly a car park.

The town of Ebbw Vale has over the last few years enjoyed significant regeneration and investment and is ideally situated for access to excellent transport links including the A470 which is currently undergoing substantial improvement works.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

**Planning**: We are not aware of any planning being granted but the site or land should be ideal for a number of uses such as retail, residential or tourism based (subject to the necessary planning consents).



### 13 Greenland Crescent, Cardiff CF5 3HE **Guide Price £82,000+** (plus fees/costs, see page 2)





### Flat For Owner Occupation/Investment

#### **DESCRIPTION**

A spacious two bedroom ground floor flat situated in a highly sought after cul de sac. The property would be ideal for a first time buyer or investor and is ideally situated for access to local amenities and has good road links to Cardiff city centre. The property has previously been let and enjoyed good occupancy levels.

### **ACCOMMODATION**

Ground Floor: Communal entrance, entrance lobby, kitchen, living room, 2 bedrooms, bathroom Outside: Communal parking area

**TENANCIES**: To be sold with vacant possession

TENURE: Advised Leasehold (over 960 years remaining) - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 21 Jan - Mon 27 Jan - Mon 03 Feb	13.30

Paul Fosh Auctions Contact: Sean Roper

34

### Apartment 8 Courtlands, Hayes Road, Sully, Penarth CF64 5QG **Guide Price £63,000** (plus fees/costs, see page 2)







### Apartment for Owner Occupation/Investment DESCRIPTION

A modern one bedroom apartment situated in a secure development with 24 hour concierge, leisure facilities and direct access to the seafront.

The apartment is ideal for buy to let and also benefits from integrated Smeg appliances, electric heating (not tested), double glazing and an allocated car parking space.

#### **ACCOMMODATION**

Ground Floor: Entrance, open plan modern fitted kitchen/lounge, bedroom, bathroom Outside: Allocated parking space

**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 15.20 Tues 21 Jan - Mon 27 Jan - Mon 03 Feb

Paul Fosh Auctions Contact: Gemma Vaughan

### Former Iron Works, Iron Way, Tondu, Bridgend CF32 9BF **Guide Price £320,000+**







### Former Iron works for Office or Redevelopment Opportunity

#### **DESCRIPTION**

An opportunity to acquire a substantial Grade II listed freehold building which was formerly part of the Iron works. This versatile building would be ideal for a number of uses including its current configuration as offices or conversion to residential such as a number of flats or one large dwelling. The property would also be ideal for tourism based use such as small hotel, B&B or outdoor pursuits type centre (subject to necessary planning consents).

The village of Tondu lies just 2 miles from the M4 motorway with easy access to both Cardiff and Swansea. The building itself was renovated and refurbished in 2008 with support of Cadw and the Millennium Commission and currently provides office accommodation over four floors. Externally there is an attractive parkland setting and the property is approached by its own private driveway with parking area.

### ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Lower Ground Floor	Meeting room/Staff room	307	28.51
Lower Ground Floor	Separate male, female and disabled wc's		
Ground Floor	Office space	522	48.6
First Floor	Office space	1,096	101.8
Second Floor	Office space	660	61.3
Total		2,585	240

**TENANCIES:** To be sold with vacant possession but let until recently at £30,000 pa

**TENURE:** Advised Freehold - to be verified by solicitor

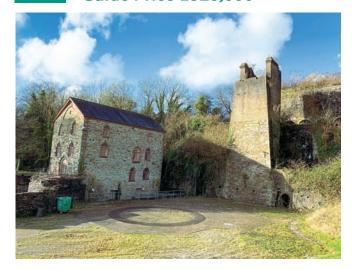
VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

**VIEWING SCHEDULE** 

Date	Time
Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb	12.10

Paul Fosh Auctions Contact: Sean Roper

### Former Iron Works, Iron Way, Tondu, Bridgend CF32 9BF **Guide Price £320,000+**













### 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

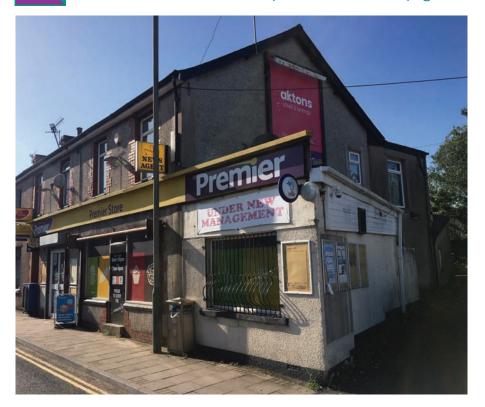
**VIEWING SCHEDULE** 

DateTimeWed 22 Jan - Tues 28 Jan - Mon 03 Feb11.45

Paul Fosh Auctions Contact: Ryan Saunders



### 232/232a & 234/234a Nantgarw Road, Caerphilly CF83 1BVLAMBERTS Surveyors **Guide Price £150,000+** (plus fees/costs, see page 2)



### Commercial/Residential Investment

#### **DESCRIPTION**

A spacious freehold building comprising ground floor convenience store and self contained flat above. The property is situated on a busy main road position leading into Caerphilly town

**TENANCIES:** To be sold with vacant possession

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

centre and ideal for access to major link roads to the M4 motorway and Cardiff. The property is situated within a mainly residential location which is within easy reach of Caerphilly town centre.

#### **ACCOMMODATION**

No internal inspection was carried out prior to going to print. We believe it to comprise:

Floor	Description	Rent
Ground Floor Convenience Store	Retail sales area, rear stores, access to yard	£1,300 pcm
First Floor Self Contained Flat (no 234a)	Hallway, lounge, kitchen, 1 bedroom, bathroom	£433 pcm
First Floor Self Contained Flat (no 232a)	Hallway, lounge, kitchen, 2 bedrooms, bathroom	£465 pcm
Outside	Rear Yard	

Full details of the lease will be available from the Auctioneer's at a later date.

**VIEWING SCHEDULE** 

Total

Date	Time
Tues 21 Jan - Mon 27 Jan - Mon 03 Feb	16.40

Paul Fosh Auctions Contact: Sean Roper

£26,376

### Latimer Lodge, Littledean Hill Road, Cinderford GL14 2BT **Guide Price £975,000 +** (plus fees/costs, see page 2)







### Residential Investment/Development Opportunity

#### DESCRIPTION

Latimer Lodge sits in an elevated position on Littledean Hill with beautiful views across the Severn Vale. The main house was built in the early 1730's and was used as a single private residence, in the early 1940's it was requisitioned by the army to house officers for the war. This grand property has seen many eclectic uses over the years but during the 1990's it was converted to apartments, along with the tennis pavilion and the erection of a coach house on the grounds, this provides a total of eight apartments which are set within approximately 4.5 acres.

The surrounding grounds offer excellent scope for further development (subject to necessary planning permission). The current owner has arranged planning consent to introduce an additional entrance to the front of the property which would assist any developers looking to build additional dwellings.

The main house and former tennis pavilion have oil fired central heating (not tested), with the coach house benefiting from gas central heating (not tested). There is a variation of single, secondary and double glazing throughout. The former Stable blocks have been converted into four storage sheds.

Viewing Schedule: Thurs 23 Jan - Thurs 30 Jan - Tues 04 Feb - 12.15

#### **ACCOMMODATION**

Accommodation	Floor	Description	Rent
Former Tennis Pavilion			
Flat 1	Ground Floor	Living room, kitchen, bathroom, 1 bedroom	Vacant
Flat 2	Ground Floor	Living room, kitchen, bathroom, 2 bedrooms	Let on an AST at £498 pcm
Main Building			
Flat 3	Ground Floor	Living room, kitchen, bathroom, 2 bedrooms	Let on an AST at £476 pcm
Flat 4	First Floor	Living room, kitchen, bathroom, 1 bedroom	Let on an AST at £476 pcm
Flat 5	Ground Floor	Living room, kitchen, bathroom, 1 bedroom	Vacant
Flat 6	First Floor	Entrance porch, living room, kitchen, bathroom, 1 bedroom	Occupied by the owner
	Second Floor	2 bedrooms, store room	
Coach House			
Flat 7	First Floor	Kitchen, living room, bathroom, 2 bedrooms	Vacant
Flat 8	First Floor	Kitchen, living room, bathroom, 2 bedrooms	Let on an AST at £476 pcm
Outside		4 garages, former stable blocks, gardens and land	

TENURE: Advised Freehold - to be verified by solicitor

Paul Fosh Auctions Contact: Ryan Saunders

# Latimer Lodge, Littledean Hill Road, Cinderford GL14 2BT **Guide Price £975,000 +** (plus fees/costs, see page 2)













# 113 Llandeilo Road, Upper Brynamman, Ammanford SA18 1BE **Guide Price £67,000+** (plus fees/costs, see page 2)







# House For Owner Occupation/Investment DESCRIPTION

A spacious semi detached house situated in a sought after semi rural location. The property benefits from UPVC double glazing, gas central heating (not tested) and has fitted kitchen with appliances and white bathroom suite. The house would be ideal for either a homeowner or buy to let and locally there are a good range of amenities and the nearby town of Ammanford has an excellent range of shops and transport links.

### **ACCOMMODATION**

**Ground Floor:** Entrance hall, lounge, kitchen **First Floor:** Landing, 3 bedrooms, bathroom

**Outside:** Front and rear gardens, garage situated on opposite corner

**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** 

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb12.00

Paul Fosh Auctions Contact: Sean Roper

**40** 

6 Lower Dunraven Street, Tonypandy CF40 1AT **Guide Price £32,000+** (plus fees/costs, see page 2)



### Commercial Investment

### **DESCRIPTION**

A single storey commercial premises located in a prominent position in the main shopping area of Tonypandy. Tonypandy has many national retailers such as Superdrug, Greggs and Santander Bank to name a few but also a wide selection of local independent retailers.

The property is currently trading as a hair salon and benefits from busy footfall.

### **ACCOMMODATION**

**Ground Floor**: Main shop area, ancillary space, wc, kitchenette

**TENANCIES:** The property is let on an AST at £350 pcm (£4,200 pa).

The tenant is keen to remain in situ.

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

**VIEWING SCHEDULE** 

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb10.00

# Land at Duke Street, Abertillery NP13 1BE **Guide Price £12,500+** (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 and 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

# 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.



# Losito Stud, A4137, Whitchurch, Ross-on-Wye HR9 6EG **Guide Price TBC** (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 and 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 the base of which has been constructed.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

stabling within portal barns, arena, cross country course and pasture. As well as an equestrian business there is potential for alternative agricultural smallholding uses.

The property has excellent equestrian facilities with American



DateTimeThurs 23 Jan - Thurs 30 Jan - Tues 04 Feb11.00

Paul Fosh Auctions Contact: Gemma Vaughan

# The Railway Inn, High Street, Bedlinog, Treharris CF46 6RP **Guide Price £64,000+** (plus fees/costs, see page 2)





### Commercial/Development Opportunity

### **DESCRIPTION**

A substantial freehold building situated in the picturesque village of Bedlinog. The property has traded most recently as a public house but would be ideal for conversion to three houses, a number of flats or possible dwelling in the rear garden (subject to necessary planning consents). The village benefits from a good range of local amenities and shops and also has good road links to the A470 and A465.

### **ACCOMMODATION**

**Ground Floor:** Entrance, main bar, sports bar, wc x 2, kitchen, store

**First Floor:** Landing, 4 bedrooms, lounge/kitchen, shower room

**Outside:** Spacious rear garden and land which may offer scope for further development (subject to necessary planning consents)

**TENANCIES:** To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

DateTimeThurs 23 Jan - Wed 29 Jan - Tues 04 Feb09.30

Paul Fosh Auctions Contact: Sean Roper

LOT **44** 

Wattstown Hotel, Aberllechau Road, Porth CF39 OPB **Guide Price £65,000+** (plus fees/costs, see page 2)



# Grade II Listed Building with Potential for Conversion

### **DESCRIPTION**

The former Wattstown Hotel is a Grade II listed building which offers huge potential. The building previously had planning permission in place for conversion to four residential dwellings but this has now lapsed. Any new planning applications may also consider conversion to possibly up to 10 flats, all enquiries should be directed to the local authority.

**TENANCIES:** To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 16.45

# South Wales Viewing Schedule 6 February 2020 Auction

		Tues 21 Jan	Wed 22 Jan	Thu 23 Jan	Fri 24 Jan	Mon 27 Jan	Tue 28	Wed 29 Jan	Thu 30 Jan	Fri 31 Jan	Mon 03 Feb	Tue 04 Feb	Wed 05 Feb
46	First Floor, 151-153 Carlisle Street, Cardiff, CF24 2PD	10.00				10.00					10.00		
22	Flat 11, 6 Gwennyth Street, Cardiff, CF24 4PH	10.40				10.40					10.40		
12	Garden Flat, 77 Allensbank Road, Cardiff, CF14 3PP	11.15				11.15					11.15		
23	20 Pitman Street, Cardiff, CF11 9DJ	12.00				12.00					12.00		
33	13 Greenland Crescent, Cardiff, CF5 3HE	13.30				13.30					13.30		
7	72 Mill Road, Cardiff, CF5 4AH	14.10				14.10					14.10		
11	201 Courtlands, Hayes Road, Penarth, CF64 5QG	15.00				15.00					15.00		
34	8 Courtlands, Hayes Road, Penarth, CF64 5QG	15.20				15.20					15.20		
37	232/232a & 234/234a Nantgarw Road, CF83 1BW	16.40				16.40					16.40		
21	Hebron Hall, Monnow Street, Monmouth, NP25 3EQ			10.00					10.00			10.00	
45	Losito Stud, Whitchurch, Ross-On-Wye, HR9 6EG			11.00					11.00			11.00	
38	Latimer Lodge, Littledean Hill, Cinderford, GL14 2BT			12.15					12.15			12.15	
31	6/6a Commercial Street, Blackwood, NP12 3SS		09.30				06.60				09.30		
26	7-8 Armoury Terrace, Ebbw Vale, NP23 6BD		10.20				10.20				10.20		
27	10 Armoury Terrace, Ebbw Vale, NP23 6BD		10.40				10.40				10.40		
m	37 Garn Cross, Nantyglo, Ebbw Vale, NP23 4LJ		11.20				11.20				11.20		
36	The Workshop, Dragon Lane, Abergavenny, NP7 9PG		11.45				11.45				11.45		
49	33 Bythway Road, Trevethin, Pontypool, NP4 8DY		12.30				12.30				12.30		
25	4 Orchard Lane, Cwmbran, NP44 1QD		13.10				13.10				13.10		
6	164 Bowleaze, Greenmeadow, Cwmbran, NP44 4LG		13.45				13.45				13.45		
18	65 Stelvio Park Drive, Newport, NP20 3ES		14.30				14.30				14.30		
17	258 Chepstow Road, Newport, NP19 8NL		15.10				15.10				15.10		
13	12 Blake Road, Newport, NP19 0JH		15.45				15.45				15.45		
2	118 Commercial Road, Newport, NP20 2GW		16.15				16.15				16.15		
74	The Former Boiler Makers Club, Newport, NP2 5NG		17.00				17.00				17.00		
43	The Railway Inn, High Street, Bedlinog, CF46 6RP			09.30				06.60				09.30	
45	6 Pantyffin Road, Merthyr Tydfil, CF47 0HU			10.15				10.15				10.15	
29	22 Castle Square, Merthyr Tydfil, CF47 8NU			10.50				10.50				10.50	

			)	)			
22	Glanynys House, Aberdare, CF44 0NF	12.00	0	12.00		12.00	
7	98 Cardiff Road, Aberdare, CF44 6TR	12.40	0	12.40		12.40	
20	12 John Street, Abercwmboi, Aberdare, CF44 6BL	13.15	5	13.15		13.15	
10	10 Albert Street, Blaenllechau, Ferndale, CF43 4NW	14.10	0	14.10		14.10	
53	67 High Street, Ferndale, CF43 4RR	14.40	0	14.40		14.40	
14	178 East Road, Tylorstown, Ferndale, CF43 3BY	15.15	5	15.15		15.15	
_	1 Parry Street, Tylorstown, Ferndale, CF43 3AT	15.50	0	15.50		15.50	
28	21 Llewellyn Street, Pontygwaith, Ferndale, CF43 3LE	16.20	0	16.20		16.20	
44	Wattstown Hotel, Ferndale, CF39 0PB	16.45	2	16.45		16.45	
4	Dunraven Chambers, Tonypandy, CF40 1BB		06.30	60	09.30		06.30
40	6 Lower Dunraven Street, Tonypandy, CF40 1AT		10.00	10	10.00		10.00
70	33a Dunraven Street, Tonypandy, CF40 1AL		10.40	10	10.40		10.40
24	Flat 4, Ogmore Court, Ogmore Vale, CF32 7BL		11.30	11	11.30		11.30
35	Former Iron Works, Tondu, Bridgend, CF32 9BF		12.10	12	12.10		12.10
16	Hyfrydol, Cemetery Road, Maesteg, CF34 0LW		13.20	13	13.20		13.20
64	3b Picton Street, Maesteg, CF34 0EW		14.00	14	14.00		14.00
22	Toilet Block, Derwen Road, Bridgend, CF31 1LH		14.45	14	14.45		14.45
∞	147 New Road, Porthcawl, CF36 5DD		15.30	15	15.30		15.30
59	24 Victoria Avenue, Porthcawl, CF36 3HG		16.00	16	16.00		16.00
62	Former Colliers Arms, Clydach, Swansea, SA6 5EJ		10.00	10	10.00		10.00
47	2 Bridge Street, Penygroes, Llanelli, SA14 7RP		11.10	11	11.10		11.10
39	113 Llandeilo Road, Ammanford, SA18 1BE		12.00	12	12.00		12.00
48	29a Furzeland Drive, Neath, SA10 7UF		12.50	12	12.50		12.50
65	Kingfisher Bungalow, Port Talbot, SA12 9SZ		13.40	13	13.40		13.40
69	Former School Gym, Port Talbot, SA12 9SZ		14.00	14	14.00		14.00
73	Tan Vr All+ High Ctroot Brocon 103 8TN		15.30		15 30		15.30
)	ומון זן אוול, ווואון טמפפל, טופרטון, בטט טווא		0.0		00.01		2

11.20

11.20

11.20

104 High Street, Cefn Coed, Merthyr Tydfil, CF48 2PN

61

This schedule is for information purposes only. All viewings are strictly by appointment only and are subject to change. If a viewing has to be cancelled/ info@paulfoshauctions.com listing the lots you'd like to view and on which dates. Please include a mobile number in case we need to call. rearranged, we can only let you know if you've booked on to view it. To book a viewing call 01633 254044 or outside office hours email

Please note that viewings last approximately 20 minutes unless stated otherwise.

# 6 Pantyffin Road, Merthyr Tydfil CF47 0HU **Guide Price £153,000+** (plus fees/costs, see page 2)









### House and Land With Further Planning For Development

### **DESCRIPTION**

An opportunity to acquire a detached three bedroom house with significant ground with two outbuildings. The site also has planning for demolition of the existing buildings and erection of two dwellings.

The property is situated in a popular location ideal for access to major link roads including the Heads of the Valley, A465 and also

### **ACCOMMODATION**

**Ground Floor:** Entrance, kitchen, 2 reception rooms **First Floor:** Landing, 3 bedrooms, disabled shower room **Outside:** Spacious garden areas with ample driveway via double gate, 2 outbuildings/barn.

### Planning:

Planning has been granted for the erection of two detached dwellings - Planning application number 20/18/0280 (details in 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

Merthyr Tydfil town centre which is currently benefiting from an excellent amount of regeneration and upgrading including the new Trago Mills discount store and adjacent retail Cyfartha Retail Park.



### **VIEWING SCHEDULE**

**Date** Time

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 10.15

# First Floor, 151-153 Carlisle Street, Cardiff CF24 2PD **Guide Price £87,500** (plus fees/costs, see page 2)



### Development Opportunity/Investment

DESCRIPTION

An opportunity to develop 2 first floor apartments in a popular location in Cardiff approximately 1.5 miles from the city centre.

An opportunity to develop 2 first floor apartments in a popular location in Cardiff, approximately 1.5 miles from the city centre. The area benefits from an array of local amenities, with excellent transport links into the city centre. Further benefits include gas central heating (not tested) and double glazing.

### **ACCOMMODATION**

**Ground Floor:** Entrance

First Floor: Hallway, kitchen, bathroom, 4 rooms

### **Planning**

Planning permission has been granted for conversion to 2 apartments, a one-bedroom and a two-bedroom. Planning reference 19/00002/MNR

**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 21 Jan - Mon 27 Jan - Mon 03 Feb

10.00

Paul Fosh Auctions Contact: Ryan Saunders





### FOR ALL TYPES OF PROPERTY INSURANCE

- \* OCCUPIED OR UNOCCUPIED
- \* OWNER OCCUPIED OR LANDLORD
- \* RESIDENTIAL OR COMMERCIAL

### CONTACT US FOR A FREE QUOTATION



Britannia House • High Street • Bream Lydney • Gloucestershire • GLI5 6JS Tel 01594 564444 • Fax 01594 564084 www.whiteknightgroup.co.uk Monday to Friday 9.00am - 5.00pm









Motor Fleets · Commercial · Liability · Property · Healthcare · Income Replacement · Life Assurance · Pensions · Mortgages · Savings · Investments



PARTNERS: Bill Ballinger, Tim Beal, Paul Clack
White Knight Group are Financial Advisers, Mortgage & General Insurance Intermediaries authorised and Regulated by the Financial Conduct Authority who also trade under the names of
Dean Magna Insurance & Financial Consultants, Farmer & Clark Insurance & Financial Consultants, Swambo Woollett Insurance & Financial Consultants and Newent Insurance Services



# 2 Bridge Street, Penygroes, Llanelli SA14 7RP **Guide Price £218,000+** (plus fees/costs, see page 2)









### Investment Potential

### DESCRIPTION

A recently refurbished freehold block of five flats with planning for a further two. The flats have benefited from full modernisation and improvement works to include new kitchens with appliances, new bathroom suites, redecoration and carpets, new electrics and storage heating (not tested).

**TENANCIES:** To be sold with vacant possession but potential income when fully let in the region of £30,000 pa

TENURE: Advised Freehold - to be verified by solicitor
VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

The property would be ideal for a buy to let investor or potentially the option to purchase and sell off individually. The village of Penygroes is ideally situated for access to the A48, the M4 motorway and Swansea city centre.

Block	Floor	Description
	Ground	Former commercial unit with planning to convert to 2 further units
Flat 1	Ground	Entrance, lounge, kitchen, bedroom, shower room
Flat 2	Ground	Entrance, bedroom, lounge/kitchen, shower room
Flat 4	First	Entrance, lounge/kitchen, bedroom, shower room
Flat 3	First	Entrance, bedroom, shower room, lounge, kitchen
Flat 5	First	Entrance, lounge, kitchen, bedroom, shower room
Outside		Car park and yard to rear

### **VIEWING SCHEDULE**

Date	Time
Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb	11.10

# 29A Furzeland Drive, Neath SA10 7UF **Guide Price £320,000 +** (plus fees/costs, see page 2)















### House for Owner Occupation/Investment

### **DESCRIPTION**

An impressive detached house located in the very sought after area of Bryncoch in Neath. The area benefits from a selection of local amenities, nearby school and excellent road links via the Heads of the Valleys road (A465). This spacious family home is immaculately presented throughout and has generous private

### **ACCOMMODATION**

**Ground Floor:** Entrance hallway, living room, lounge, dining room, kitchen/breakfast room, utility room, shower room **First Floor:** Landing, 5 bedrooms (one with ensuite and dressing room), bathroom

**Outside:** Electric gated entrance, driveway, garden area of lawn and patio

**TENANCIES**: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

gardens, as well as off road parking. Further benefits include gas central heating (not tested) and double glazed windows throughout. Neath town centre is approximately 10 minutes away by vehicle and offers a greater selection of shops and facilities.

Viewing Schedule: Fri 24 Jan - Thurs 30 Jan - Wed 05 Feb - 12.50

# 33 Bythway Road, Trevethin, Pontypool NP4 8DY **Guide Price £72,000 +** (plus fees/costs, see page 2)







# House for Owner Occupation/Investment DESCRIPTION

A three bedroom mid terraced house situated in a well established residential location. The property has recently been renovated and benefits from UPVC double glazing and gas combination boiler (not tested). The area of Trevethin has a range of amenities, shops, schools etc, however, the nearby town of Pontypool is easily accessible and offers a more extensive range of amenities and shopping facilities.

### ACCOMMODATION

**Ground Floor:** Entrance porch, living room, kitchen/dining

room, utility area

First Floor: Landing, 3 bedrooms, bathroom

Outside: Enclosed 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

Wed 22 Jan - Tues 28 Jan - Mon 03 Feb 12.30

Paul Fosh Auctions Contact: Ryan Saunders

ьот **50** 

# Land off Hendy Road, Penclawdd, Swansea SA4 3XE **Guide Price £55,000+** (plus fees/costs, see page 2)





### **Building Plot**

### **DESCRIPTION**

A building plot with full planning consent granted for a three bedroom detached dwelling. The land is located in the Penclawdd area of Swansea, north of the Gower Peninsula. This coastal location has some beautiful scenic views and benefits from a selection of amenities, shops, school etc.

There are good road links to the Gower in the south, which is an area of outstanding natural beauty and links to the M4 motorway in the north, which is under 8 miles away.

**Planning Permission:** Full planning permission has been granted on application number TBC

**TENANCIES**: To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

# Flat 5 1 Market Street, Tenbury Wells WR15 8BH **Guide Price £45,000+** (plus fees/costs, see page 2)





# Duplex Apartment For Owner Occupation/Investment

### **DESCRIPTION**

A first floor duplex apartment located in the heart of Tenbury Wells. This historic market town benefits from a wide selection of amenities and shops. The property has maintained its original character, with exposed beams and sash windows, which are now secondary glazed. A new electric heater system (not tested) has recently been installed also. This property would be ideal for an owner occupier, buy to let investor or a holiday let.

### ACCOMMODATION

**Ground Floor:** Communal entrance

First Floor: Hallway, living room, kitchen/breakfast room,

bathroom

Second Floor: Master bedroom

**TENANCIES:** To be sold with vacant possession

TENURE: Advised Leasehold - to be verified by solicitor

Paul Fosh Auctions Contact: Ryan Saunders

ьот **52** 

# Land at Upper North Road, Bargoed CF81 8TJ Guide Price £49,000+ (plus fees/costs, see page 2)





### Residential Development Site

### **DESCRIPTION**

A rare opportunity to acquire an area of land approximately 5.5 acres in size with full planning permission to erect a stepped level detached dwelling with double garage and roof deck.

The site is located in Bargoed in the county of Caerphilly and is situated at the north western end of Upper North Road at its junction with Llancayo Street. Bargoed town centre is approximately 0.5 miles in the south east. The town centre offers a wide selection of amenities and shopping facilities whilst also benefiting from a train station with direct links to Cardiff.

**Planning**: Planning consent was granted on application number 19/0578/FULL

TENANCIES: To be sold with vacant possession

**TENURE**: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

# 67 High Street, Ferndale CF43 4RR **Guide Price £45,000+** (plus fees/costs, see page 2)



### A3 Takeaway with Accommodation

### **DESCRIPTION**

A substantial freehold building comprising A3 takeaway with spacious accommodation both above and below. The property is situated in the main shopping street in the town of Ferndale which benefits from an excellent range of amenities. The property would be ideal as a live over unit or split into separate accommodation, with commercial on ground floor and potential flats or HMO accommodations (subject to necessary planning consents).

### **ACCOMMODATION**

Ground Floor: A3 takeaway with retail sales area and prep

Lower Ground Floor: Basement with kitchen, bathroom area First Floor: Landing, 2 bedrooms, bathroom, wc, kitchen Second Floor: 2 rooms, kitchen, shower room

Third Floor: 2 rooms, kitchen, shower, store room **TENANCIES:** To be sold with vacant possession

**TENURE:** Advised Freehold - to be verified by solicitor

**VIEWING SCHEDULE** 

**Time** Date

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb

14.40

Paul Fosh Auctions Contact: Sean Roper

54

# Surveyors Cottage, 120a High Street, Porthmadog LL49 9NW **Guide Price £39,000 +** (plus fees/costs, see page 2)





### House for Renovation/Investment

### DESCRIPTION

A detached house located in the popular coastal town of Porthmadog. Set back from the main High Street, the house boasts a convenient location with a large selection of amenities nearby. Porthmadog benefits from high tourism rates all year round. The property further benefits from gas central heating (not tested) and double glazing.

### ACCOMMODATION

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

kitchen

First Floor: Landing, bathroom, 2 bedrooms

Outside: Level 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

# Glanynys House, Cwmbach Road, Aberdare CF44 ONF **Guide Price £29,000+** (plus fees/costs, see page 2)







### **Bungalow For Owner Occupation**

### **DESCRIPTION**

A well presented and maintained bungalow that is situated in private gardens within the grounds of a beautifully converted Victorian house. The property benefits from UPVC double glazing and gas central heating (not tested) and has use of communal gardens and its own parking space. The property is ideally situated for local amenities and Aberdare town centre is within easy reach with its wide's range of shopping facilities and transport links including train station.

### **ACCOMMODATION**

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

**Outside:** Communal garden areas, parking space and further communal parking areas

**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 23 Jan - Wed 29 Jan - Tues 04 Feb 12.00



# Cware Bach, Gorrig Road, Llandysul SA44 4LD **Guide Price £128,000+** (plus fees/costs, see page 2)















### Smallholding For Owner Occupation/Investment

### **DESCRIPTION**

A detached smallholding with wonderful gardens and views. The property is situated in the sought after village of Llandysul and the property has attractive stone elevations to the front under a pitched tiled roof.

### **ACCOMMODATION**

**Ground Floor:** Entrance, 2 reception rooms, dining room, kitchen **First Floor:** Landing, 2 bedrooms, bathroom, hobbies room, hallway 2, 2 bedrooms

**Outside:** Attractive decking area and small garden area to the rear with large workshop and steps down to the front of the property, 2 garden stores (larger one has power and light. The main garden leads to a garage and parking area plus approximately half an acre of lawn with fruit trees, vegetable plots and greenhouse.

**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 is within easy reach of local amenities and the new Llandysul super school and the River Teifi are within walking distance. The property benefits from UPVC double glazing and gas central heating (not tested).

# Flat 11, 6 Gwennyth Street, Cardiff CF24 4PH **Guide Price £100,000** (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 21 Jan - Mon 27 Jan - Mon 03 Feb

Paul Fosh Auctions Contact: Gemma Vaughan

LOT 58

3 St. Annes Road, Hakin, Milford Haven SA73 3LQ **Guide Price £27,000+** (plus fees/costs, see page 2)



10.40







### **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

# 58-62 Bush Street, Pembroke Dock SA72 6DE **Guide Price £35,000+** (plus fees/costs, see page 2)







### **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		£5,809.36

# Land adjacent to 209 Ystrad Road, Pentre CF41 7PE **Guide Price £25,000+** (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

# essential information group

# WHY USE EIG 7

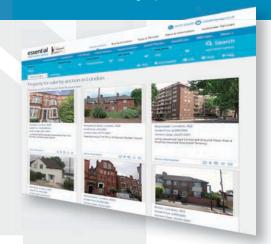
### OUR website offers...

- Over 3,000 auction properties each month
- Full, detailed property sales history
- Guide price to sale price comparisons
- Custom alerts for new properties

### We give YOU...

- Total view of the marketplace
- Maximum choice of auction lots
- No time wasted searching
- Every lot of interest identified

## The auction insight tool used by professionals



Only one website has it all... eigpropertyauctions.co.uk

01737 226150



info@eigroup.co.uk



www.eigpropertyauctions.co.uk

The property auction specialists

# 104 High Street, Cefn Coed, Merthyr Tydfil CF48 2PN **Guide Price £118,000+** (plus fees/costs, see page 2)

### LAMBERTS CHARTERED SURVEYORS









11.20

The property also benefits from rear yard and parking area. The

property would be ideal for either a live over business or the option to let off separate parts of the building for an investment.

### Commercial/Residential Opportunity

### **DESCRIPTION**

A substantial freehold building comprising a ground floor convenience store with owners accommodation above and a rear bakery.

The property is situated in the popular village of Cefn Coed which lies just north of Merthyr Tydfil and on the edge of the Brecon Beacons National Park and close to access for the A465 Heads of the Valley trunk road.

### **ACCOMMODATION**

Please note no internal inspection was carried out prior to going to print. We believe it to comprise:

**Ground Floor**: Retail sales area, storage area leading onto large bakery area

**First Floor Owners Accommodation**: Separate access, entrance hall, kitchen, bathroom, living room, 2 bedrooms

Outside: Rear yard/parking area

**TENANCIES:** To be sold with vacant possession

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb

**TENURE:** Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

**Date** Time

# Former Colliers Arms, 31 Hebron Road, Clydach, Swansea SA6 5EJ **Guide Price £54,000+** (plus fees/costs, see page 2)









### Former Public House For Development

### **DESCRIPTION**

A substantial freehold building situated in the popular village of Clydach. The property would be ideal for a number of alternative uses including conversion to residential such as two large dwellings or a number of flats. The building would also be of use for other commercial opportunities such as a restaurant or nursery etc (subject to necessary planning consents).

The village of Clydach lies approximately 6 miles north of Swansea with excellent road links to the M4 motorway and has an excellent range of local amenities and shopping facilities.

### **ACCOMMODATION**

**Ground Floor:** Entrance, main bar, function area, ladies and gents wcs, disabled wc, former kitchen

**First Floor:** Landing, former kitchen, bedroom 1 with en-suite, wc, lounge, shower room and bathroom, further attic room

Second Floor: 3 rooms, shower room, wc

Outside: Spacious 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** 

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb10.00



# Former Malones Bistro, Commons Road, Pembroke SA71 4EA **Guide Price £35,000+** (plus fees/costs, see page 2)







### Commercial Investment Opportunity

### **DESCRIPTION**

A single story commercial premises located in Pembroke in close proximity to Pembroke Castle and Pembroke train station. The building also benefits from public car parking on the opposite side of the road. Pembroke Design Ltd have proposed drawings to update the building and can be viewed on request.

Previously trading as bistro, this versatile building has many potential uses such as restaurants, takeaway, retail or offices (subject to change of use permissions). The A477 is nearby which provides access to the M4 motorway which links with Swansea, Cardiff and beyond.

### **ACCOMMODATION**

Floor	Description	Area Sq Ft	Area Sq M
Ground Floor	Former bistro and kiosk	1,078	110.1

**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

ьот **64** 

# 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, which benefits from gas central heating (not tested). The property is situated on the main road in the village of Nantyffyllon, 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).

### **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

VIEWING SCHEDULE

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb14.00

# Kingfisher Bungalow, School Street, Pontrhydyfen, Port Talbot SA12 9SZ **Guide Price £135,000+** (plus fees/costs, see page 2)









### Bungalow For Owner Occupation/Investment

### **DESCRIPTION**

An opportunity to acquire a recently refurbished and upgraded bungalow situated in a semi rural location. The property has benefited from new roof, new floors, re plastered walls with insulation, new kitchen with appliances and white goods, shower room, wc and smoke detectors.

The property would be an ideal purchase for either a homeowner or investor for buy to let or holiday let as the property is situated ideally for access to the Afan Forest Park and bike centre.

### **ACCOMMODATION**

**Ground Floor:** Entrance, hallway, wc, shower room, lounge, dining room, kitchen, 3 bedrooms

Outside: Garden to side, scope for parking to side, rear yard 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

DateTimeFri 24 Jan - Thurs 30 Jan - Wed 05 Feb13.40



# Land at Green Meadow Terrace, Llangeinor, Bridgend CF32 8PD **Guide Price £15,000+** (plus fees/costs, see page 2)



# Site with Development Potential DESCRIPTION

An area of land located in the village of Llangeinor north of Bridgend. The land is situated next to the Greenmeadow Inn public house and is accessed via a lane to the side.

The land is on the site of the former Welfare Hall and has drainage and water services on site. LLangeinor is under 5 miles from the M4 motorway in the south which links Swansea, Cardiff and beyond.

**Planning Permission**: Outline planning permission was approved on 27 May 2016 application no: P/12/344/OUT, but has since lapsed.

**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

**67** 

# 22 Castle Square, Merthyr Tydfil CF47 8NU **Guide Price £45,000+** (plus fees/costs, see page 2)





# House For Owner Occupation/Investment DESCRIPTION

A cottage style mid terrace property situated in a pleasant location within Castle Square. The property has previously benefited from modernisation but has since been let and now requires upgrading. The property is situated just off the Brecon Road and is covenient to Merthyr Tydfil town centre, retail parks and excellent road links including the A465 and A470.

### ACCOMMODATION

**Ground Floor:** Entrance, lounge, kitchen **First Floor:** Landing, 2 bedrooms, bathroom **Outside:** Garden opposite (off set to the right)

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** 

Thurs 23 Jan - Wed 29 Jan - Tues 04 Feb 10.50

# Flat 62, 58-62 Bush Street, Pembroke Dock SA72 6DE **Guide Price £35,000+** (plus fees/costs, see page 2)





### Flat For Owner Occupation/Investment **DESCRIPTION**

An exceptionally well presented first floor two bedroom flat with spacious accommodation. The property would be ideal for either a homeowner or buy to let and is ideally situated for Pembroke town centre with its excellent range of facilities and amenities. The flat benefits from a 14 ft lounge, modern fitted kitchen with appliances, attractive bathroom suite and is well decorated throughout. The property also benefits from electric storage heaters (not tested) and UPVC double glazing.

### **ACCOMMODATION**

First Floor: Entrance hall, kitchen/breakfast room, living room, 2 bedrooms, bathroom

Outside: Off road parking to rear

TENANCIES: To be sold with vacant possession

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Brett Property, 01646 663951



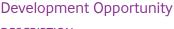


Paul Fosh Auctions Contact: Sean Roper

69

Former School Gym, School Street, Pontrhydyfen, Port Talbot SA12 9SZ **Guide Price £35,000+** (plus fees/costs, see page 2)





### DESCRIPTION

A detached former school gym with planning for conversion to residential. The property is adjacent to a similar building that has recently been refurbished and upgraded and would be ideal for either a family home, buy to let or holiday let. The village of Pontrhydyfen is in a semi rural position within easy reach of the Afan Forest Park and bike centre. The M4 motorway and Port Talbot are also easily accessible.



Ground Floor: Open plan room

**TENANCIES**: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

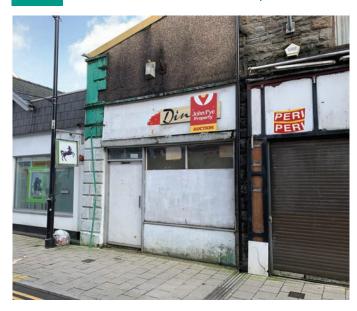
VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE





# 33A Dunraven Street, Tonypandy CF40 1AL **Guide Price £29,000+** (plus fees/costs, see page 2)



### Commercial Investment Opportunity

### **DESCRIPTION**

A double storey commercial premises in a prominent position within the main shopping area of Tonypandy. Tonypandy benefits from national retailers including Lloyds bank, Santander, Greggs, Boots, to name a few and many local independent retailers also.

Although requiring renovating this versatile building would have many suggested uses (subject to change of use permissions).

### **ACCOMMODATION**

Please note : No internal inspection was carried out prior to  $% \left\{ 1\right\} =\left\{ 1$ 

going to print. We believe it to comprise:

**Ground Floor**: Main shop area **First Floor**: Storage area, wc

**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 24 Jan - Thurs 30 Jan - Wed 05 Feb

10.40



# The Ancient Historical Title of The Lordship of the Manor of Botinton, **Guide Price £2,200+** (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 Botinton 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

тот **72** 

# Former Blaenllynfi Infant School, Grosvenor Terrace, Maesteg CF34 ORW **Guide Price £78,000+** (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

# Tan Yr Allt, High Street, Sennybridge, Brecon LD3 8TN **Guide Price £175,000+** (plus fees/costs, see page 2)









### **Investment Opportunity**

### **DESCRIPTION**

A substantial freehold building comprising six flats and one house. The property has one flat let with the remainder of the building sold with vacant possession. The building has previously benefited from refurbishment to include new kitchens and bathrooms, re plastered walls etc but requires further improvement works with a number of damp issues to be addressed. The village of Sennybridge is situated in the Brecon Beacons National Park with a good range of local amenities close by and excellent road links. The Flat/house would be ideal for buy to let, holiday use or potential to separate and sell off individually.

Viewings - Fri 24 Jan - Fri 31 Jan - Wed 05 Feb - 15.30

TENURE: Advised Freehold - to be verified by solicitor

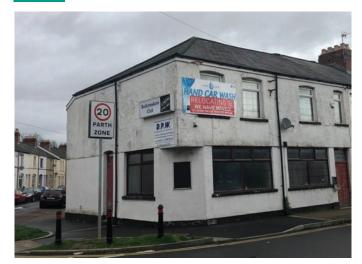
VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044



### **ACCOMMODATION**

Unit 1 (House)	Entrance, lounge, kitchen, bathroom. First floor 2 bedrooms, bathroom, attic space	Vacant
Unit 2	Entrance, shower room, 3 bedrooms, lounge, kitchen	Vacant
Unit 3	Entrance, kitchen, dining room, shower room, lounge, 2 bedrooms	Vacant
Unit 4	Entrance hallway, bathroom, lounge, kitchen, 2 bedrooms	Vacant
Unit 5	Entrance, kitchen/dining room/lounge, bedroom, bathroom	£350 TBC
Unit 6	Entrance hallway, lounge/kitchen, shower room, bedroom	Vacant
Outside:	Communal garden area to rear and car parking area to side	

# The Former Boiler Makers Club, Albany Street, Newport NP20 5NG **Guide Price £75,000+** (plus fees/costs, see page 2)







### Former Social Club

### **DESCRIPTION**

An opportunity to acquire a sizeable freehold unit that has previously traded as a social club. The property is situated in a mainly residential location but close to local amenities and excellent road links to both Newport city centre and the M4 motorway. The building would be ideal for conversion to either flats, houses or other commercial uses (subject to necessary planning consents).

### **ACCOMMODATION**

**Ground Floor**: Entrance, bar area, ladies & gents wc's, cellar, store room

First Floor: Function room, ladies & gents wc's

**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

 Wed 22 Jan - Tues 28 Jan - Mon 03 Feb
 17.00

Paul Fosh Auctions Contact: Sean Roper

thinking of selling at auction?

Unsure of what to do next? Speak to one of our professional advisors who are always at hand to offer specialist advice about selling your property at auction.

Call us on **01633 254044** or visit **www.paulfoshauctions.com** 

# RUBIN/LEWIS/OBRIEN

/ SOLICITORS

# **CONVEYANCING SERVICE**

For Buyers and Sellers at Auction

We offer the complete service at competitive rates whether you are buying or selling.

We also offer a **FREE** Legal Auction Pack where Rubin Lewis O'Brien are instructed to handle the sale of the property

For further information and advice call
01633 867000
and ask for our Conveyancing Team

Alternatively you can contact us by fax or email on **01633 626389** 

E: <u>info@rlo.law</u> <u>www.rlo.law</u>

**Gwent House, Gwent Square, Cwmbran NP44 1PL** 



# proof of identity



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:

- Photographic passport or driving licence
- Address current utility bill, bank statement (within last 3 months)

If you are successful in purchasing a property you will be asked by the cashier to produce your identification and these will then be photocopied.

# deposits

We accept debit cards, cheques, bankers drafts and sterling up to £7,000 but **CANNOT ACCEPT CREDIT CARDS**.



# 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 notifed by post and the deposit returned as soon as reasonably possible.
- 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 or refuse and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective purchaser a result there of.
- 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 (Ple	assa dalata as annronriat
Date of Adelion.	Lot Number.		Offinite/ releptione/ Froxy (rie	ase delete as appropriati
	authorise you to bid on my behalf in accord cessful the offer will be binding upon me.	ance with the terms and co	nditions attached hereto and I	understand that
Address of Lot:				
Maximum Bid Price:				
(words)				
Cheque for £3 000 o	r 10% deposit (whichever is the greater) + Buyer	's premium of 1 2% or Mir	nimum <b>£750</b> ° f	(enclosed herewith)
oneque for 20,000 o	Total deposit whichever is the greater.	Spremium of 1.220 of im		(chelosed herewith)
	ive reasons, unless otherwise agreed with the maximum bid price, whichever is the greate			e/proxy bids is
Purchasers Deta	ils			
Full Name(s):				
Address:				
		Post Code:		
Business Tel:		Home Tel:		
For telephone bids, te	elephone number at time of auction:			
Solicitors:				
Post Code:				
For the Attention of:				
Telephone:				
Signature of Prospe on Purchasers beha	ctive Purchaser or Person Signing If:	Full Name and Add details given above	ress of Signatory if different fro ::	om Purchasers
Date of Signing:				

# Mailing list subscription form

Make sure that you're amongst the first to be informed of our room and online auction properties as well as all of the news and views from Paul Fosh Auctions. Simply email corey@paulfoshauctions.com and ask to be added to the mailing list.

Alternatively, if you crave the feel of that paper auction catalogue then you can complete the form below to receive catalogues in the post for a year.

To receive this service, please complete the form below and forward with a cheque, or bank transfer (details on request, for £10.00 made payable to "Paul Fosh Auctions" to: Mailing List Subscriptions, Paul Fosh Auctions, 108 Lower Dock Street, Newport, NP20 2AG

Title:	Mr / Mrs / Miss / Ms / Other (please specify)		
First Name:			
Last Name:			
Address:			
Post Code:		Telephone:	
Email:			
Property Type:			
Property Area:			
Office Use			
Received (Date):		Cheque No:	
ML Updated:		Ву:	
Sub Ex Date:			

# **Common Auction Conditions**

Edition 4

Produced by RICS Real Estate Auction Group. The authors and publishers accept no responsibility for loss occasioned to anyone who uses any of the material included in this publication. All who use it must rely on their own professional advice.

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.

The RICS owns the copyright in all editions of the Common Auction Conditions (CAC), but permits the free use of the 4th edition if the user:

- relies on its own legal advice as to whether the CAC are suitable;
- agrees that the Royal Institution of Chartered Surveyors and those who advised it have no liability to anyone who uses or relies on the CAC;
- reproduces all compulsory sections of the CAC without variation, except as stated in the text;
- acknowledges that the CAC are reproduced with the consent of the RICS; and
- refers to the Conditions as the Common Auction Conditions (4th edition).

The RICS reserves the right to withdraw its licence to use this and any previous edition of the Common Auction Conditions.

# **Contents**

Glossa	ry	2
Auctio	n Conduct Conditions	4
A1	Introduction	4
A2	Our role	4
А3	Bidding and reserve PRICEs	4
A4	The PARTICULARS and other information	4
A5	The CONTRACT	4
A6	Extra AUCTION CONDUCT CONDITIONS	5
Genera	I Conditions Of Sale	6
G1	The LOT	6
G2	Deposit	6
G3	Between CONTRACT and COMPLETION	6
G4	Title and identity	7
<b>G</b> 5	TRANSFER	7
G6	COMPLETION	7
<b>G</b> 7	Notice to complete	8
G8	If the CONTRACT is brought to an end	8
G9	Landlord's licence	8
G10	Interest and apportionments	8
G11	ARREARS	8

GIZ	Management
G13	Rent deposits
G14	VAT
<b>G</b> 15	TRANSFER as a going concern
G16	Capital Allowances10
G17	Maintenance Agreements10
G18	Landlord and Tenant Act 198710
G19	Sale by PRACTITIONER10
G20	TUPE
G21	Environmental
G22	Service charge
G23	Rent reviews1
G24	TENANCY renewals11
G25	Warranties1
G26	No assignment1
G27	Registration at the Land Registry11
G28	Notices and other communications12
G29	CONTRACTs (Rights of Third Parties) Act 199912
G30	EXTRA GENERAL CONDITIONS12

1

# **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
- 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) outgoings 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

- 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
  - (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- 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;
  - (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.

issues that would affect the BUYER after COMPLETION (such

- 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
- 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

#### 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.

requires, or by reason of delay caused by the BUYER.

- 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

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 madeavailable 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
- 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.

DAYS of receipt of cleared funds.

#### **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  $\mbox{BUYER}\mbox{'S}$  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 Pri	ce:
Deposit £:	Plu	us Buyer's Premium	of: <b>1.2% or £750.00</b>		
Total paid:					
Balance £:	Bu	yers 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	f the Buyer:			

Signed as agent for the Seller:



# want to see more?

Our next auctions...
The Cardiff North Hotel
Llanedeyrn, Cardiff
19 March 2020, 5pm

108 Lower Dock Street, Newport, South Wales NP20 2AG
For more information call 01633 254 044
or email info@paulfoshauctions.com
www.paulfoshauctions.com

