residential & commercial auction catalogue

Wales & West Country Thursday 21 March 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.
- 4. Leasehold information included in the catalogue or addendum refers to current terms and may be subject to review or increment. Purchasers are advised to refer to legal documents for details.
- 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.

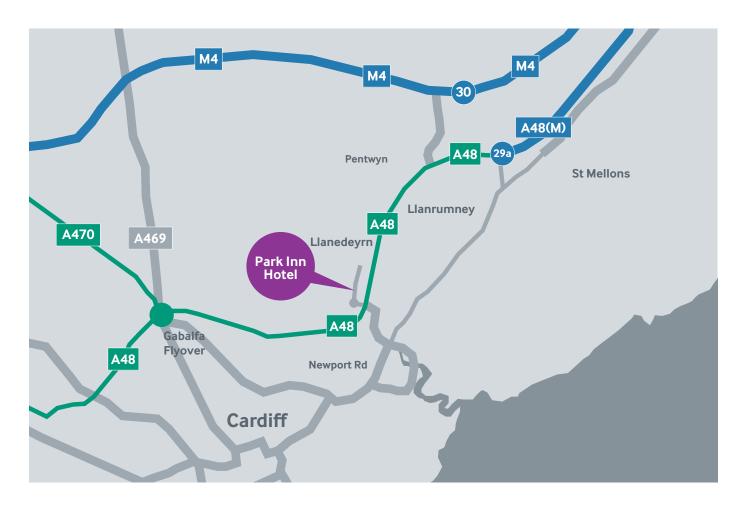
- 8. Reference made to any fixtures or fittings does not imply that these are in working order and have not been tested by the Auctioneers or Agents instructed. Purchasers should establish the suitability and working condition of these appliances themselves.
- 9. No representation or warranty is made in respect of the structure of any property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be under-taken by a professionally qualified person.
- 10. The Auctioneers reserve the right to amend the Order of Sale. Prospective purchasers intending to attend the Auction to bid are advised to contact the Auctioneers prior to the Auction to check whether the particular property has been withdrawn or sold prior. Neither the Auctioneers nor the Vendors can be held responsible for any losses, damage or abortive costs, incurred in respect of lots which are withdrawn or sold prior.

11. AUCTION FEES AND ADDITIONAL COSTS

Auction fees: The sale of each lot is subject to a buyer's premium of 1% of the purchase price (subject to a minimum of ± 600) 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 Park Inn Hotel Thursday 21 March 2019 5.00pm

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



Order of sale

Lot	Property Address
1	18 Roman Road, Banwen, Neath
2	20 Tillery Street, Abertillery
3	59 Cardiff Road, Aberdare
4	27 Aberllechau Road, Porth
5	4 Alexandra Road, Newport
6	Unit at 1a Pugsley Street, Newport
7	49 St Nicholas Road, Barry
8	11 Woodside Llanbadoc, Usk
9	1a Kings Lane, Newport
10	24 Lewis Street, Bedlinog, Treharris
11	60 Cherry Grove, Merthyr Tydfil
12	Ty Cwm, River Row, Cwm, Ebbw Vale
13	96 King Street, Nantyglo, Ebbw Vale
14	Land adjacent to High Street, Raglan, Usk
15	41 Queen Victoria Street, Tredegar
16	33 High Street, Llanhilleth, Abertillery
17	8 Cromwell Road. Newport
18	Land adjacent to 18 Windsor Street, Pentre
19	Land adjacent to 1a Blaen Dowlais, Dowlais, Merthyr Tydfil
20	5 Darran Road, Mountain Ash
21	Penual Chapel, Church Street, Ebbw Vale
22	29 Pant Yr Heol, Neath
23	53 Southgate Street, Gloucester
24	112 East Road, Tylorstown, Ferndale
25	1a Exhibition Row, Aberdare
26	7 Parcels of Land, Trehafod Road, Pontypridd
27	2.21 Acres at Tirfounder Retail Park, Ffordd Tirwaun, Aberdare
28	14 Gargaes at Pencwmdu, Pontardawe, Swansea
29	Ridgebourne Hotel, Wellington Road, Llandrindod Wells
30	Tegfryn, Llanwnnen, Lampeter
31	251 Park Road, Treorchy
32	8 Windsor Road, Griffithstown
33	1 High Street, Abertridwr, Caerphilly
34	92 Queens Road, Elliots Town, New Tredegar
35	34 Union Street, Ferndale
36	First Floor Flat, Fernbank, Graig Road, Porth
37	Flat 4, 203 Ystrad Road, Pentre
38	9 Hillside Avenue, Markham, Blackwood



Lot	Property Address
39	Land adjacent to 44 Bransby Road, Tonypandy
40	128a Cowbridge Road West, Cardiff
41	23 Amelia Terrace, Tonypandy
42	The Ancient Historical Title of The Lordship of the Manor of Munsterley
43	Land rear of 20 Coed-Yr-Haf, Ystrad Mynach, Hengoed
44	164 Wood Road, Pontypridd
45	135 Commercial Street, Newport
46	6 Penywerlod Road, Markham, Blackwood
47	Former Pontrhydyfen School, School Street, Pontrhydyfen, Port Talbot
48	236 Chepstow Road, Newport
49	217 Corporation Road, Newport
50	7.6 Acres of Land at Talygarn Manor, Talygarn, Pontyclun
51	Unit and Yard off Herbert Road, Newport
52	29 High Street, Treorchy
53	54 Robert Street, Milford Haven
54	5 Ash Grove, Milford Haven
55	9 Coronation Road, Six Bells, Abertillery
56	48-49 Commercial Street, Tredegar
57	7 Bethel Road, Lower Cwmtwrch, Swansea
58	Land at 36 Mary Street, Pontypridd
59	25 High Street, Ynysybwl, Pontypridd
60	8 Plots at 74 Howard Street, Tonypandy
61	Land at Former Harpers Hall, Manorbier, Tenby
62	The Ancient Historical Title of The Lordship of the Manor of Le Ree
63	Garage at Enville Road, Newport
64	Land to rear of 57-61 Ernest Street, Merthyr Tydfil
65	9 Erith Street, Leeswood, Mold
66	171 Railway Street, Cardiff
67	The Former Social Club, Queensway, Garnlydan, Ebbw Vale
68	20 Harrison Way, Cardiff
69	Yard and Office, Crown Business Park, Dukestown, Tredegar
70	Land at Coed Cae Road, Trehafod, Pontypridd
71	Flat 54 Penyard Court, Waterside, Ross on Wye
72	Land at Glynllech Isaf, Nantyffin Road, Pentcae, Swansea
73	26 Ceridwen Street, Maerdy, Ferndale
74	7 Elm Lane, Milford Haven
75	30 Park Street, Penrhiwceiber, Mountain Ash
76	27 High Street, Ynyysybwl, Pontypridd

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18 Roman Road, Banwen, Neath SA10 9LH Guide Price £32,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A mid-terraced property located in the small village of Banwen in the Upper Dulais Valley. The property offers good road links into Neath via the A465 and local amenities are provided by the nearby surrounding villages. The property further benefits from oil central heating (not tested) and UPVC double glazing.

ACCOMMODATION

Ground Floor: Entrance hallway, living/dining room, kitchen, bathroom First Floor: 3 bedrooms Outside: 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

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	11.20

Paul Fosh Auctions Contact: Ryan Saunders

20 Tillery Street, Abertillery NP13 1HT Guide Price £33,000+ (plus fees/costs, see page 2)





House For Owner Occupation/Investment

A traditional end of terraced property situated close to Abertillery town centre. The property has recently benefited from some redecoration internally and new central heating boiler (not tested), UPVC double glazing and will be an ideal purchase for a buy to let investor or first-time buyer. The town centre benefits from an excellent range of shopping facilities within walking distance and also has a good level of transport links.

ACCOMMODATION

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

First Floor: Landing, 2 bedrooms

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	14.10
	17.10

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59 Cardiff Road, Aberdare CF44 6HJ Guide Price £29,000 (plus fees/costs, see page 2)





House for Owner Occupation/Investment DESCRIPTION

An end of terrace property that has previously been extended. The property requires full modernisation and offers potential to develop further (subject to necessary planning consents). There is a gas central heating system in place (not tested) and has double glazed windows throughout. The well established town of Aberdare is close by and offers good local amenities and road links via the A470 to Cardiff in the south east and A465 to Swansea in the west.

ACCOMMODATION

Ground Floor: Lounge, hallway, bathroom, room **First Floor:** 2 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
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	15.10

Paul Fosh Auctions Contact: Jack James

^{LOT}

27 Aberllechau Road, Porth CF39 OPB Guide Price £29,500+ (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A mid terraced property in need of renovation and an extension to the rear which requires attention. The house would make an ideal investment and is located in a popular and convenient location with good road links to the nearby towns of Porth and Tonypandy. There is also potential to add off road parking to the rear of the property.

ACCOMMODATION

Ground Floor: Living/dining room, kitchen, bathroom First Floor: 3 bedrooms Outside: Garden to rear with access via lane

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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 08 Mar - Thurs 14 Mar - Wed 20 Mar	15.40

Paul Fosh Auctions Contact: Ryan Saunders

^{LOT}

4 Alexandra Road, Newport NP20 2GY Guide Price £115,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A freehold block comprising three flats with currently two tenants and one vacant. Each of the flats have enjoyed good occupancy levels over the years with flat 3 now requiring upgrading. The block benefits from gas central heating and is situated in an area south to Newport city centre which has recently enjoyed a substantial amount of investment and regeneration with a new shopping centre and a riverside development.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar	14.15

ACCOMMODATION

Ground Floor	Communal hallway	
Flat 1	Entrance, lounge, kitchen, room (possible bedroom), bathroom	Let on AST of £355 pcm
First Floor		
Flat 2	Entrance, lounge, bathroom, kitchen, bedroom	Let on AST of £355 pcm
Flat 3	Entrance, lounge, kitchen, bathroom, bedroom	Previously let on AST of £355 pcm
Outside	Yard (for flat 1)	
Annual Income when fully Let		£12,780

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Unit at 1a Pugsley Street, Newport NP20 5JU Guide Price NIL (plus fees/costs, see page 2)



Commercial Unit

DESCRIPTION

An opportunity to acquire a single storey lock up unit situated close to Newport city centre and access to the M4 motorway. The unit would be ideal for numerous uses such as retail, storage or possible conversion to residential (subject to necessary planning consents).

Please note we are informed the property benefits from electricity and gas supply but no water or drainage.

ACCOMMODATION

Floor	Area Sq Ft	Area Sq M
Ground	182.5	17

TENANCIES: To be sold with vacant possession

TENURE: Advised Leasehold (999 years) - to be verified by a solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Date	Time
Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar	10.00

Paul Fosh Auctions Contact: Sean Roper

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49 St. Nicholas Road, Barry CF62 6QX Guide Price £250,000 + (plus fees/costs, see page 2)









Time

10.15

There are also excellent views across to the Bristol Channel. The

developer the future to improve and sell off the flats individually.

property has enjoyed good occupancy levels historically and would be ideal for a buy to let investor or may offer scope for a

Residential Investment

DESCRIPTION

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A substantial freehold building comprising four spacious flats. The property is situated in a popular residential location to the west end of Barry, close to local amenities and shopping facilities on the well known High Street. The property has been well maintained and has had a replacement roof with each flat benefiting from gas central heating (not tested) and UPVC double glazing.

TENURE: Advised Freehold - to be verified by solicitor

ACCOMMODATION

Description Rent Floor Ground Main entrance and stairs to first floor Floor Rear flat 49 - Entrance hallway, lounge, 2 Let on an Assured Shorthold Tenancy at £6,000 pa bedrooms, kitchen, bathroom First Floor Flat 49a - Entrance, lounge/kitchen, bedroom, Let on an Assured Shorthold Tenancy at £4,200 pa however the bathroom tenant has given notice to vacate Flat 49b - Entrance, lounge/kitchen, bedroom, Let on an Assured Shorthold Tenancy at £4,500 pa bathroom Second Flat 49c - Hallway, kitchen, lounge, bedroom, Let on an Assured Shorthold Tenancy at £4,800 pa Floor bathroom Outside Spacious garden area to side and rear and driveway £19,500 pa Total

VIEWING SCHEDULE

Date

Tues 05 Mar - Mon 11 Mar - Mon 18 Mar

Paul Fosh Auctions Contact:

10

11 Woodside, Llanbadoc, Usk NP15 1TJ Guide Price £99,000 + (plus fees/costs, see page 2)



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Cottage for Owner Occupation/Investment DESCRIPTION

An end of terrace cottage in the very sought after location of Llanbadoc, just a couple of minutes walk into Usk centre which offers a wide range of shops, restaurants and other amenities. The property requires renovating but benefits from many attractive features, there is a good size garden to the rear and is also offering off road parking to the side.

ACCOMMODATION

Ground Floor: Living room, kitchen, bathroom **First Floor:** Landing, 2 bedrooms **Outside:** Off road parking, 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

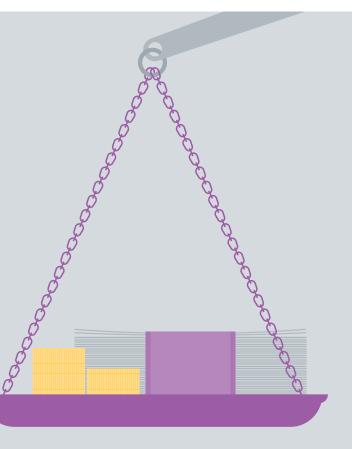
VIEWING SCHEDULE

Date	Time
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	16.45

Paul Fosh Auctions Contact: Ryan Saunders

deposit

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



1A Kings Lane, Newport NP20 2FE Guide Price £32,000+ (plus fees/costs, see page 2)



Commercial Storage/Lock Up

DESCRIPTION

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An opportunity to acquire a secure two storey commercial unit that would be ideal for numerous uses. The property provides approximately 144.6 Sq m (1,556 Sq ft) of accommodation and was previously used as an industrial kitchen. The unit comprises a ground floor open plan area with ancillary storage/office accommodation over the first floor. The property benefits from tiled floors, fluorescent strip lighting, gas central heating (not tested) and is accessed via a metal pedestrian door. The rear part of the ground floor has been separated and is let by way of a lease to the neighbouring New World Chinese restaurant at a current passing rent of £200 pcm. Please refer to the legal pack for lease details. The property offers a number of potential alternative uses or redevelopment opportunities subject to the necessary consents. The yard is situated to the rear of Cardiff Road with access provided off Queen Street at the southern end and King Street at the northern end. The property is in close proximity to Friars Walk approximately 0.5 miles in the north. Access to the M4 can be gained nearby via Junctions 25 to 28, which provides links into Cardiff in the south west and Bristol in the east south.

TENANCIES: The rear section of the ground floor is let by way of lease at a passing rent of £200. Please refer to the legal pack for lease details.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

24 Lewis Street, Bedlinog, Treharris CF46 6SE Guide Price £16,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment DESCRIPTION

A traditional mid terraced house that is situated in a soughtafter location. The property will require upgrading but offers generous accommodation over two floors. The village of Bedlinog is situated in a semi rural position with a range of local amenities and a junior school. There are a wider selection of amenities in the nearby villages of Treharris, Trelewis and Nelson and there are excellent road links to the A470.

ACCOMMODATION

Ground Floor: Entrance, lounge/dining room/kitchen area **First Floor:** 2 bedrooms, bathroom **Outside:** Rear garden with fine views

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE	
Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	17.00

Paul Fosh Auctions Contact: Sean Roper

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60 Cherry Grove, Merthyr Tydfil CF47 9SW Guide Price £45,000 + (plus fees/costs, see page 2)





House for Owner Occupation/Investment

DESCRIPTION

A three bedroom mid link style property that benefits from UPVC double glazing and gas central heating (not tested). The property has previously been let and enjoys good occupancy levels and would be ideal for a buy to let investor or first time buyer. The town of Merthyr Tydfil is currently enjoying a good level of regeneration and investment including improvements to the strategic A465 Heads of The Valley link road.

ACCOMMODATION

Ground Floor: Lounge, kitchen/dining room, utility room **First Floor:** Landing, 3 bedrooms, bathroom **Outside:** Front and rear garden

TENANCIES: To be sold with vacant possession - previously let at £390 pcm but should now let at approximately £400 pcm

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	16.30

LOT **12**

Ty Cwm, River Row, Cwm, Ebbw Vale NP23 7TJ Guide Price £265,000+ (plus fees/costs, see page 2)







Residential Investment Opportunity

DESCRIPTION

A substantial detached building comprising 34 letting rooms. The property benefits from full planning for use of the building as a shared accommodation facility. The building has been upgraded and improved recently and has a full intercom system, a 23 camera security system both internally and externally, a full smoke and heat detection fire alarm system and a master and sub key lock system for flats and main entrance doors. The flats have double glazing, gas central heating (not tested) and each have a kitchen area. There is also a communal garden area, lounge, equipped coin operated laundry room, office, and 2 counselling rooms. The building is currently tenanted with 15 individual tenants, some of whom have been in occupation for a number of years. The current vendors have worked closely with both the local authority and support groups in housing tenants and there is a high demand for this type of accommodation in this area. The building benefits from full certificates such as fire risk assessment, gas, and electric, and all will be available for inspection in the legal pack.

Planning has been granted for use as a shared accommodation facility, planning reference is APP/Z6910/A17/3187987. Plans for the minor Landscaping scheme are also included in the legal pack.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

Room 1 - bedsit	£90 pw	Room 2 - communal lounge	N/A	Room 3 - en-suite	£87 pw
Room 4 - en-suite	£87 pw	Room 5 - en-suite	£87 pw	Room 6 - bedsit	£70 pw
Room 7 - bedsit	£70 pw	Room 8 - en-suite	£87 pw	Room 9 - bedsit	£70 pw
Room 10 - bedsit	£70 pw	Room 11 - bedsit	£70 pw	Room 12 - bedsit	£70 pw
Room 13 - bedsit	£70 pw	Room 14 - counselling room	N/A	Room 15 - en-suite	£87 pw
Room 16 - en-suite	£87 pw	Room 17 - en-suite	£87 pw	Room 18 - en-suite	£87 pw
Room 19 - bedsit	£70 pw	Room 20 - en-suite	£87 pw	Room 21 - bedsit	£70 pw
Room 22 - bedsit	£70 pw	Room 23 - bedsit	£70 pw	Room 24 - bedsit	£70 pw
Room 25 - bedsit	£70 pw	Room 26 - counselling room	N/A	Room 27 - en-suite	£87 pw
Room 28 - en-suite	£87 pw	Room 29 - bedsit	£70 pw	Room 30 - en-suite	£87 pw
Room 31 - bedsit	£70 pw	Room 32 - bedsit	£70 pw	Room 33 - en-suite	£87 pw
Room 34 - bedsit	£70 pw	Room 35 - en-suite	£87 pw	Room 36 - en-suite	£87 pw
Room 37 - bedsit	£70 pw				

Current weekly income - £1,155 Total income per week fully let - £2,655.00 Annual income when fully let - £138,060.00



Ty Cwm, River Row, Cwm, Ebbw Vale NP23 7TJ Guide Price £265,000+ (plus fees/costs, see page 2)













LOT **13**

96 King Street, Nantyglo, Ebbw Vale NP23 4JW Guide Price £33,000+ (plus fees/costs, see page 2)



House for Owner Occupation/Investment DESCRIPTION

A mid terraced house situated in a mainly residential area with good road links to the nearby Heads of the Valleys link road. The house requires some updating, would make an ideal investment property and benefits from UPVC double glazing and gas central heating (not tested). A wide range of amenities are available in the nearby town of Abertillery.

ACCOMMODATION

Ground Floor: Entrance porch, living room, kitchen, shower room

First Floor: 2 bedrooms Outside: 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 06 Mar - Tues 12 Mar - Tues 19 Mar	13.20

Paul Fosh Auctions Contact: Ryan Saunders

^{LOT}

Land adjacent to High Street, Raglan, Usk NP15 2DY **Guide Price £12,000+** (plus fees/costs, see page 2)





Parcel of Land adjacent to High Street, Raglan DESCRIPTION

A parcel of land approximately 2,300 Sq m (0.57 acres) occupying a road side location in the sought after village of Raglan. The land fronts the A40 and High Street at the northern and western boundaries and is situated to the rear of a residential development, which shares the south eastern boundary. The perimeter of the site is secured with wooden fencing and access is provided via a vehicular wooden gate. The land would be suitable for a variety of potential uses subject to the necessary consents.

The land is accessed off High Street close to its junction with the A40. Access to the A449 is nearby approximately 1 mile in the east providing links to Newport in the south and Monmouth in the north east.

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: Matthew Jordan

41 Queen Victoria Street, Tredegar NP22 3PZ Guide Price £17,000+ (plus fees/costs, see page 2)



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House For Owner Occupation/Investment

DESCRIPTION

A traditional mid terraced house with rendered elevations to the front under a pitched tiled roof. The property requires full upgrading and modernisation but would be ideal for a buy to let investor or homeowner as it is situated close to Tredegar town centre with its excellent range of shopping facilities.

ACCOMMODATION

Ground Floor: Entrance, lounge/dining, kitchen First Floor: Landing, 3 bedrooms, bathroom * please note the property has suffered fire damage so access to the first floor is not possible 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
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	11.20

Paul Fosh Auctions Contact: Sean Roper

33 High Street, Llanhilleth, Abertillery NP13 2JP Guide Price £17,500 + (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

An end of terrace house in need of complete renovation. The property is situated in a quiet and private location with only a few neighbouring properties. The town of Abertillery is easily accessible and offers a wide range of amenities.

Planning Permission

There is approved planning permission in place to extend the house to the side creating a three bedroom property

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 06 Mar - Tues 12 Mar - Tues 19 Mar	15.20

Paul Fosh Auctions Contact: Ryan Saunders

8 Cromwell Road, Newport NP19 0FZ Guide Price £75,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment DESCRIPTION

A bay fronted mid terraced property situated in a popular residential location. The house benefits from UPVC double glazing and gas central heating (not tested) and has an enclosed rear garden. There are a good range of local amenities close by and Newport city centre offers an excellent range of shopping facilities.

ACCOMMODATION

Ground Floor: Entrance hall, 2 reception rooms, kitchen, utility **First Floor:** Landing, 3 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

Date	Time
Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar	12.00

Paul Fosh Auctions Contact: Sean Roper

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Land adjacent to 18 Windsor Street, Pentre CF41 7JU Guide Price £500+ (plus fees/costs, see page 2)



Land With Potential

DESCRIPTION

A parcel of land situated in a residential side street that may offer scope for development such as garages or parking space (subject to necessary planning consent). The land is level offering lane access and is adjacent to a row of terraced houses.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

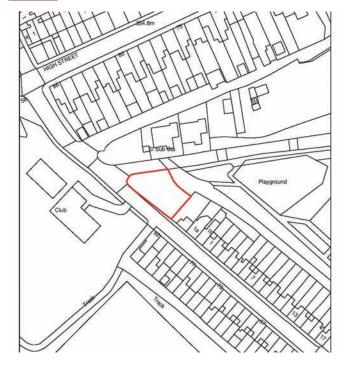
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LOT

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Land adjacent, to 1a Blaen Dowlais, Dowlais, Merthyr Tydfil CF48 3RB **Guide Price £65,000+** (plus fees/costs, see page 2)





Land with Potential

DESCRIPTION

A parcel of land located in the Dowlais area of Merthyr Tydfil. It currently has a planning application underway to develop two 3 bedroom semi detached houses. It is located in a residential area with nearby local amenities. It offers good road access via the Heads Of The Valleys road and the A470 with direct links to Cardiff and Caerphilly. The planning application reference is P/18/0394. Size: approx. (366 Sq m) 0.037 ha.

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

5 Darran Road, Mountain Ash CF45 3HG Guide Price £39,000+ (plus fees/costs, see page 2)







House for Owner Occupation/Investment

ESCRIPTION

A delightful two bedroom cottage style house situated in Mountain Ash town centre. The property has benefited from upgrading to include fitted kitchen, modern bathroom suite, UPVC double glazing and gas central heating (not tested). There are wonderful views to the front and the property is conveniently located for local shopping facilities and the train station.

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen, bathroom **First Floor:** Landing, 2 bedrooms **Outside:** Front garden area laid to lawn and 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
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	14.30

Penual Chapel, Church Street, Ebbw Vale NP23 6BE Guide Price £35,000+ (plus fees/costs, see page 2)





Detached Chapel For Sale

DESCRIPTION

An opportunity to acquire an impressive detached Grade II listed two storey former chapel, which more recently has been used as a scout hall. The property occupies a prominent position along Church Street in the town of Ebbw Vale and provides approximately 402.2 Sq m (4,329 Sq ft) of accommodation. The property benefits from gas central heating (not tested), fluorescent strip lighting, kitchen facilities and ladies and gents WCs. Externally, to the rear of the property there is a yard area with vehicular access provided via a rear lane.

The property is situated on Church Street within close proximity to the town centre of Ebbw Vale where there are a good range of local amenities and shopping facilities.

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

L	Jale	IIIIe
W	Ved 06 Mar - Tues 12 Mar - Tues 19 Mar	12.40

Time

Paul Fosh Auctions Contact: Matthew Jordan

^{LOT}

21

29 Pant Yr Heol, Neath SA11 2HN Guide Price £45,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

A spacious mid terraced house with garage and stone elevations to the front. The property benefits from UPVC double glazing and gas central heating (not tested) and offers scope for further improvements. The property is ideally situated for Neath town centre and its wealth of shopping facilities and transport links including train station.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge/dining room, kitchen, bathroom First Floor: Landing, 3 bedrooms Outside: Forecourt, garden to rear with garage 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 08 Mar - Thurs 14 Mar - Wed 20 Mar	12.15

53 Southgate Street, Gloucester GL1 1TX Guide Price £68,000+ (plus fees/costs, see page 2)



LOT

23

I OT

24



Commercial Opportunity

A ground floor unit that has most recently traded as a hairdressers. The unit forms part of a three storey Grade II listed building which is situated to the western side of Southgate Street in a pedestrianised area which is ideally situated for access both to the town centre and the Quays. The unit measures approximately 870 sq ft (80.86 sq m) and retains many of the fixtures and fittings from its time as a hairdressing salon. This unit however would be ideal for numerous uses such as retail, offices or A3 (subject to necessary planning consents).

ACCOMMODATION

Ground Floor: Reception area, WC, salon/wash area, store, kitchenette

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

112 East Road, Tylorstown, Ferndale CF43 3BS Guide Price £30,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

A double fronted mid terraced house situated in a popular location for both first time buyers and buy to let investors. The property benefits from refitted kitchen and bathroom, UPVC double glazing and gas central heating (not tested). The nearby town of Ferndale benefits from an excellent range of amenities, shopping facilities and transport links.

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen **First Floor:** 3 bedroom, bathroom **Outside:** Forecourt, rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	14.00

1A Exhibition Row, Aberdare CF44 0YD Guide Price £59,000+ (plus fees/costs, see page 2)









A3 Retail Opportunity

DESCRIPTION

LOT

25

The property is a two storey end of terrace A3 licensed commercial property occupying a prominent corner position. The property is well presented and has a history of operating as a fish and chip shop. The ground floor measures approximately 29.9 Sq m (322 Sq ft) and comprises a customer/retail area and preparation area. The accommodation benefits from tiled walls and flooring, fluorescent strip LED lighting and UPVC double glazed windows. The first floor provides approximately 16.9 Sq m (182 Sq ft) of open plan ancillary storage space and benefits from a separate shower room. Externally, there is an enclosed yard area to the front and side of the property. All equipment will be sold with the property.

The property is situated on Merthyr Road (B4276) approximately 2.5 miles north of Aberdare town centre. Access to the A465 is nearby providing links to Merthyr Tydfil approximately 6 miles in the north east.

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

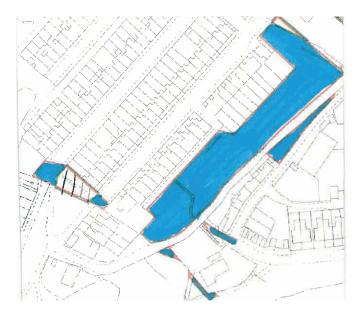
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar



Time 15.50

Paul Fosh Auctions Contact: Matthew Jordan

26 7 Parcels of Land, Trehafod, Pontypridd **Guide Price NIL** (plus fees/costs, see page 2)



Land With Potential

DESCRIPTION

An opportunity to acquire a selection of seven parcels of land situated in the popular village of Trehafod. The sites vary in size and may offer scope for some form of development such as parking, garages or extra garden or amenity land for nearby properties (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

2.21 Acres at Tirfounder Retail Park Ffordd Tirwaun, Aberdare CF44 OAH **Guide Price £150,000+** (plus fees/costs, see page 2)



LOT

27

2.21 Acres of Land for Sale

DESCRIPTION

An opportunity to acquire a roughly triangular parcel of land extending to approximately 2.21 acres (0.89 ha). The site is located on the busy Tirfounder Retail Park situated adjacent to an existing Persimmon housing development at the north western boundary and Asda at the north eastern boundary.

We believe the site would be suitable for a variety of uses and is included within the settlement boundary of Aberdare (for the purpose of residential development), as designated in the Local Development Plan. All interested parties should make their own enquiries to the Planning Department of Rhondda Cynon Taf County Borough Council.

The site is situated off the A4059 and is approximately 1.5 miles south east of Aberdare town centre. Other occupiers include, Asda, Halfords, Farmfoods, Domino Pizza, Premier Inn, KFC and Brewers Fayre Public House.

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: Matthew Jordan

14 Garages at Pencwmdu, Pontardawe, Swansea SA8 4QX Guide Price £38,000-£42,000 (plus fees/costs, see page 2)



LOT

28



Investment Opportunity

DESCRIPTION

An opportunity to acquire 14 garages situated in a no through lane on a well established residential estate. The units are mostly let and are easily identifiable as they have benefited from the fitting of aluminium roller shutter doors.

TENANCIES: 12 of the garages are currently let with an income of \pounds 7,000 per annum but there is scope to increase the rents and when fully let would offer a potential income of \pounds 8,400 (which based on the guide price is an approximate yield of 20%)

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

insure

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

Ridgebourne Hotel, Wellington Road, Llandrindod Wells LD1 5NH **Guide Price £190,000** (plus fees/costs, see page 2)



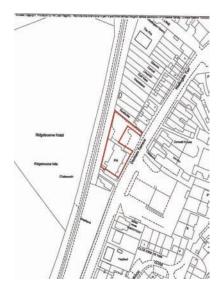




Commercial Investment

DESCRIPTION

A large public house occupying a prominent position along Wellington Road in the popular town of Llandrindod Wells. The property provides owner accommodation above and benefits from gas central heating (not tested), UPVC double glazing and a large car parking area to the rear. The business has enjoyed good occupancy levels but requires modernising and offers residential development potential (subject to planning consents). The town of Llandrindod Wells provides a good range of local amenities. Access to the A44 is approximately 3.8 miles in the north providing links to Leominster in the east and Aberystwyth in the north west.



ACCOMMODATION

Ground Floor: Main bar, dining room, hallway, ladies WC, gents WC, kitchen, cellar **First Floor:** 3 rooms (all with en-suites) **Outside:**Front, side and rear gardens, large car park (sold as per title plan)

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Hunters, 01597 825644

LOT **30**

Tegfryn, Llanwnnen, Llanwnnen SA48 7LA Guide Price £250,000+ (plus fees/costs, see page 2)









Character Country Smallholding

DESCRIPTION

An opportunity to acquire a well maintained three bedroom property with stone range/stable and approximately 10.5 acres of land. This versatile property would be ideal for either a homeowner or for business use such as B&B or holiday let. There is scope to provide further accommodation with the conversion of the adjoining stone range/stable into residential. There is also 10.5 acres of managed paddocks with various gate access points which may also offer potential to the northern end of the site for residential development (subject to necessary planning consents). The house benefits from UPVC double glazing, oil fired central heating system (not tested) and retains many original features such as beamed ceilings. There is a wonderful bespoke fitted kitchen designed and installed by a local craftsman and externally there are gardens to the front, side and rear with garage.

The village of Llanwnnen is approximately three miles from Lampeter and within easy reach of the stunning Ceredigion coastline and the town of Aberaeron, Camarthen is about seven miles away.

Viewings - Friday 1st March (2pm) Friday 8th March (2pm) Saturday 16th March (3pm)

ACCOMMODATION

Ground Floor: Reception, hallway, cloak/utility room, lounge/dining room, kitchen/diner, rear hallway, rear porch

First Floor: Half landing, family bathroom, further landing, 3 bedrooms

Outside: Stone range/stable, a substantial stone barn with electricity that would offer scope for a lot of uses including conversion to further accommodation, holiday accommodation or use as a workshop/studio (subject to necessary planning consents)

A detached garage, garden areas to front, side and rear.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Hunters, 01597 825644

Tegfryn, Llanwnnen, Llanwnnen SA48 7LA Guide Price £250,000+ (plus fees/costs, see page 2) 30



LOT











^{LOT}

251 Park Road, Treorchy CF42 6LD Guide Price £45,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A traditional three storey mid terrace house situated in the well established residential location of Cwmparc near Treorchy. The property benefits from mainly UPVC double glazing and gas central heating (not tested). The house is very well proportioned and is ideal for investment. There is a wide range of amenities available in the nearby town of Treorchy.

ACCOMMODATION

Ground Floor: Living/dining room Lower Ground Floor: Kitchen, WC, shower room, lean-to utility area

First Floor: 3 bedrooms Outside: Large rear garden

TENANCIES: The property is let on an Assured Shorthold Tenancy at £295 pcm (£3,540 pa)

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	12.35

Paul Fosh Auctions Contact: Ryan Saunders

buyer's premium

Buyers, in addition to the purchase price, buyers will be required to pay a buyer's premium of **1%** or **Minimum £600.00** inc VAT per lot.

7	8	9	•
4	5	6	x
1	2	3	
0	•	+	=

8 Windsor Road, Griffithstown, Pontypool NP4 5HY **Guide Price £80,000+** (plus fees/costs, see page 2)



Investment/Redevelopment Opportunity

DESCRIPTION

LOT

32

A freehold mid terraced, two storey building comprising 187.3 Sq m (2.016 Sq ft) of commercial and ancillary accommodation. The property comprises a ground floor retail unit with first floor ancillary space. Furthermore, full planning permission was granted on 12 September 2018 for conversion of the upper and rear sections to provide two self contained flats.

Planning consent was passed by Torfaen County Borough Council on 12 September 2018 under Application No. 18/P/0488/FUL. Planning was also granted to allow for a new shop front, which provides opportunity to increase the retail area. Windsor Road is the main shopping street in the village of Griffithstown where there are a mix of both local traders and national retailers including The Co-Operative, Lloyds Pharmacy, Monmouthshire Building Society and Fighting Fit Gym. Griffithstown is within close proximity to the A4042 providing nearby links to Cardiff in the south west and Bristol in the south east. Cwmbran town centre and train station are approximately 2 miles in the south.

ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Ground	Retail	623	57.9
Ground	Storage	74	6.9
First	Ancillary	1,319	122.5
Total		2,016	187.3

TENANCIES: The property is currently let by way of a five year lease commencing 1st January 2019 at a rent of £12,000 per annum

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

Date	Time
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	16.00
	Paul Fosh Auctions Contact: Matthew Jordan

1 High Street, Abertridwr, Caerphilly CF83 4DD Guide Price £35,000+ (plus fees/costs, see page 2)









Commercial/Redevelopment Opportunity

DESCRIPTION

LOT

33

The property is a freehold end of terrace two storey building providing a ground floor retail unit and rear workshop/garage. The ground floor retail unit measures approximately 39.3 Sq m (423 Sq ft) and the rear workshop/garage measures approximately 85.2 Sq m (917 Sq ft). The property is in need of complete refurbishment and would suit a range of uses including redevelopment to residential (subject to the necessary planning consents). We are advised that planning was previously granted on the ground floor retail unit for conversion to residential.

The property is situated on High Street (B4263) in the village of Abertridwr where there are a good variety of local retailers. Caerphilly town centre is approximately 2.5 miles in the south east. Access to the M4 is in the south providing links to Cardiff in the south and Bristol in the east.

TENANCIES: To be sold with vacant possession. We are advised the first floor flat has been sold by way of a long leasehold.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	12.50



92 Queens Road, Elliots Town, New Tredegar NP24 6DZ Guide Price £39,000 + (plus fees/costs, see page 2)



LOT

34

LOT

35



House for Owner Occupation/Investment

DESCRIPTION

A three storey, mid terraced house with excellent potential to develop. The property is located in a popular residential location and offers good road links to the nearby town of Bargoed, which offers wide range of amenities. The property requires modernising.

ACCOMMODATION

Ground Floor: Entrance hallway, living room/dining room Lower GF: kitchen/breakfast room, bathroom First Floor: 3 bedrooms Outside:

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 06 Mar - Tues 12 Mar - Tues 19 Mar	10.40

Paul Fosh Auctions Contact: Ryan Saunders

34 Union Street, Ferndale CF43 4HD Guide Price £39,500+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A mid terraced house located in a residential area of Ferndale close to the town centre. The property benefits from UPVC double glazing and gas central heating (not tested). There are a range of amenities within walking distance and public transport is also available.

ACCOMMODATION

Ground Floor: Living room, dining room, kitchen, bathroom **First Floor**: 3 bedrooms **Outside**: Rear garden

TENANCIES: The property is let on an Assured Shorthold Tenancy agreement at £85.85 pw (£4,464.20 pa)

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	14.30

Paul Fosh Auctions Contact: Ryan Saunders

LOT **36**

First Floor Flat Fernbank, Graig Road, Porth CF39 ONS **Guide Price £43,000+** (plus fees/costs, see page 2)





Flat for Owner Occupation/Investment DESCRIPTION

A rare opportunity to acquire this converted flat in a period building accessed by a gated private road. Although requiring modernising the property is of substantial size and further benefits from various large garden areas and a double garage complete with hard standing. This unique property must be viewed to be appreciated.

ACCOMMODATION

First Floor: Living room, kitchen/dining room, 4 bedrooms, shower/bathroom

Outside: Gated access to private road, double garage with hard standing, various large garden areas with an array of shrubbery and trees.

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
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	16.10

Paul Fosh Auctions Contact: Ryan Saunders

^{LOT}

Flat 4, 203 Ystrad Road, Pentre CF41 7PE Guide Price £24,500 + (plus fees/costs, see page 2)



Flat for Owner Occupation/Investment

DESCRIPTION

An opportunity to acquire a two bedroom third floor flat which has been part modernised including UPVC double glazing and a new energy efficient electric heating system (not tested). The property is situated in a well-established residential location within the village of Pentre and is within close proximity to the train station, shops, cinema and other local amenities.

ACCOMMODATION

Third Floor: Lounge, kitchen, bathroom, 2 bedrooms

TENANCIES: The property in let on an assured shorthold tenancy agreement at £380 pcm (£4,560 pa)

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	12.00

Paul Fosh Auctions Contact: Jack James

9 Hillside Avenue, Markham, Blackwood NP12 OPT Guide Price £48,000+ (plus fees/costs, see page 2)



LOT

38

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39



House For Owner Occupation/Investment DESCRIPTION

A well maintained and upgraded mid terraced house. The property benefits from UPVC double glazing and gas central heating (not tested) and has external wall insulation. The house would be ideal for either a homeowner or investor and has been let up until recently.

The village of Markham is ideally situated for access to the A4048 and the bustling town of Blackwood with its excellent range of shopping facilities and amenities.

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen **First Floor:** Landing, 2 bedrooms, bathroom **Outside:** Forecourt, rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Inne
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	10.00
Paul Fosh Auctions Contact: Sean Roper	

Time

Land adjacent to 44 Bransby Road, Tonypandy CF40 1TH Guide Price £12,000+ (plus fees/costs, see page 2)





Residential Development Opportunity

The plot comprises a triangular shaped parcel of land with the benefit of planning permission for a detached two bedroom house.

The site is located in the village of Penygraig in the County Borough of Rhondda Cynon Taf. The village provides a good variety of local shops and the town of Tonypandy is nearby. Access to the A470 is approximately 7.5 miles in the east, which in turn provides links to the M4 in the south-west.

Planning: Full planning permission was granted 23 November 2013 under Application No. 13/0802/10, for a two storey detached residential dwelling .

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Matthew Jordan

LOT **40**

128A Cowbridge Road West, Cardiff CF5 5BT Guide Price £145,000+ (plus fees/costs, see page 2)

BRINSONS









Commercial/Residential Investment Opportunity DESCRIPTION

The property is a freehold semi detached two storey building providing a ground floor retail unit and first floor self contained residential two bedroom flat. The ground floor retail unit measures approximately 39.3 Sq m (423 Sq ft) and the first floor flat measures approximately 54.0 Sq m (581 Sq ft). To the rear of the property is a detached garage offering external storage and an enclosed rear yard.

The property is situated among a small parade of shops on the busy Cowbridge Road West (A48), one of the main thoroughfares providing access to the city centre to the east and the A4232 link road to the west at Culverhouse Cross. Cardiff city centre is approximately 3.5 miles in the east.

ACCOMMODATION

Floor	Description	Income
Ground	Retail	Vacant
First	Two bedroom flat	Let at £615 pcm (£7,380 pa) on an Assured Shorthold Tenancy Agreement (inclusive of water and electricity).
Total		£7,380 pa

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Tues 05 Mar - Mon 11 Mar - Mon 18 Mar

Time 09.30

41 23 Amelia Terrace, Tonypandy CF40 2HR Guide Price £49,000 + (plus fees/costs, see page 2)



House for Owner Occupation/Investment

DESCRIPTION

A well presented mid terraced house situated in a popular residential location ideal for local amenities, including Tonypandy town centre and train station. The property benefits from UPVC double glazing and gas central heating (not tested), has a fitted kitchen and white bathroom suite.

ACCOMMODATION

Ground Floor: Entrance hall, lounge, sitting room, kitchen **First Floor:** Landing, 2 bedrooms, bathroom **Outside** Tiered rear garden with patio area and outbuildings

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

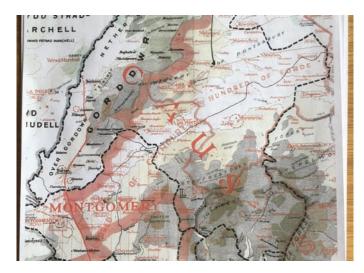
VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	11.30

Paul Fosh Auctions Contact: Sean Roper

The Ancient Historical Title of The Lordship of the Manor of Munsterley, **Guide Price £2,750+** (plus fees/costs, see page 2)



LOT

42

Manorial Title

DESCRIPTION

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

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

Paul Fosh Auctions Contact: Matthew Jordan

^{LOT}

LOT

44

Land rear of 20 Coed-yr-Haf, Ystrad Mynach, Hengoed CF82 7DF **Guide Price £900+** (plus fees/costs, see page 2)



Land for Sale

DESCRIPTION

A parcel of land at the rear of Coed Yr Haf, Ystrad Mynach. The plot can be accessed by vehicles via Hillside Terrace. There are various potential uses for the land including construction of a detached garage (subject to necessary planning permissions).

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

164 Wood Road, Pontypridd CF37 1RG Guide Price £54,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A spacious mid terraced house which benefits from UPVC double glazing and gas central heating (not tested). The property is situated in a popular location for both buy to let and increasingly homeowners. The town of Pontypridd benefits from an excellent range of shopping facilities and amenities and there is significant regeneration taking place in the town centre at the moment. The tenancy agreement will remain until June 2020.

ACCOMMODATION

Ground Floor: Entrance, lounge, reception 2, kitchen

First Floor: Landing, 4 bedrooms, bathroom

Outside: Forecourt and rear garden

TENANCIES: The property is let at £500 per calendar month (£6,000 per annum) but also has a HMO license for a 4 bed let.

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	10.15
Paul Fosh Auctions Contact: Sean Roper	

135 Commercial Street, Newport NP20 1LY Guide Price £130,000+ (plus fees/costs, see page 2)



Residential/Commercial Investment Opportunity

DESCRIPTION

LOT

45

A substantial freehold property comprising ground floor shop unit and two spacious flats with large workshop/garage to rear. The property is situated in a busy location close to Newport city

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date	Time
Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar	13.30

centre with its wide range of amenities and shopping facilities.

The city has recently undergone substantial regeneration and investment and will be benefiting further from the recent abolishment of the M4 bridge toll.

ACCOMMODATION

Ground Floor	Shop unit with storage (currently open plan into Ac	djoining shop)	
First Floor	Flat 1 - Entrance hall, lounge, bedroom, shower roc	om, kitchen	Let on AST of £500 pcm
Second Floor	Flat 2 - Entrance, lounge, kitchen, bedroom, bathro	bom	Let on AST of £500 pcm
Outside	Yard area to side and rear, workshop/substantial ga also, pedestrian access to front	arage with roller doors onto rear lane,	Let at £400 pcm
Total Annual Income			£16,800

Paul Fosh Auctions Contact: Sean Roper

^{LOT}

6 Penywerlod Road, Markham, Blackwood NP12 OPY Guide Price £45,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment DESCRIPTION

A mid terraced property that benefits from gas central heating (not tested) and has external wall insulation. The village of Markham is ideally situated for access to the nearby town of Blackwood with its wide range of shopping facilities including supermarkets and transport links.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge, kitchen, utility **First Floor:** 2 bedrooms, bathroom **Outside:** Gardens to front and 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

Date	Time
Wed 06 Mar - Tues 12 Mar - Tues 19 Mar	09.30

Paul Fosh Auctions Contact: Sean Roper

guide prices

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

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

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

Former Pontrhydyfen School, School Street, Pontrhydyfen, Port Talbot SA12 9SZ **Guide Price £175,000+** (plus fees/costs, see page 2)







Residential Development Opportunity

DESCRIPTION

LOT

47

The site known as the former Pontrhydyfen School was built in 1909 and occupies a generally level parcel of land measuring approximately 0.90 acres. The site occupies a prominent position fronting School Street at the eastern boundary and Oakwood Avenue at the southern boundary.

Planning consent was passed by Neath Port Talbot County Borough Council on 5th October 2017 under Application No. P2017/0491 for conversion of the former school building to four residential units and two new detached residential units within the school grounds. Full plans are available via the Neath Port Talbot Planning Department/Portal.

The property is located within close proximity to Port Talbot town centre and train station. Access to the M4 is approximately 4 miles to the south west providing links to Swansea in the west and Cardiff and Bristol in the south east.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	13.00

Paul Fosh Auctions, 01633 254 044



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21 March 2019 Auction

		Tue 5 Mar	Wed 6 Mar	Thur 7 Mar	Fri 8 Mar	Mon 11 Mar	Tues 12 Mar	Wed 13 Mar	Thur 14 Mar	Mon 18 Mar	Tue 19 Mar	Wed 20 Mar
40	128a Cowbridge Road West, Cardiff CF5 5BT	9.30				9.30				9.30		
7	49 St. Nicholas Road, Barry CF62 6QX	10.15				10.15				10.15		
68	20 Harrison Way, Cardiff CF11 7PE	11.00				11.00				11.00		
66	171 Railway Street, Cardiff CF24 2NB	11.50				11.50				11.50		
33	1 High Street, Abertridwr, Caerphilly CF83 4DD	12.50				12.50				12.50		
75	30 Park St Penrhiwceiber Mountain Ash CF45 3YL	13.50				13.50				13.50		
20	5 Darran Road, Mountain Ash CF45 3HG	14.30				14.30				14.30		
e	59 Cardiff Road, Aberdare CF44 6HJ	15.10				15.10				15.10		
25	1a Exhibition Row, Aberdare CF44 0YD	15.50				15.50				15.50		
1	60 Cherry Grove, Merthyr Tydfil CF47 9SW	16.30				16.30				16.30		
10	24 Lewis Street, Bedlinog, Treharris CF46 6SE	17.00				17.00				17.00		
46	6 Penywerlod Road, Markham, Blackwood NP12 0PY		9.30				9.30				9.30	
38	9 Hillside Avenue, Markham, Blackwood NP12 0PT		10.00				10.00				10.00	
34	92 Queens Road, Elliots Town, New Tredegar NP24 6DZ		10.40				10.40				10.40	
15	41 Queen Victoria Street, Tredegar NP22 3PZ		11.20				11.20				11.20	
56	48-49 Commercial Street, Tredegar NP22 3DJ		12.00				12.00				12.00	
21	Penual Chapel, Church Street, Ebbw Vale NP23 6BE		12.40				12.40				12.40	
13	96 King Street, Nantyglo, Ebbw Vale NP23 4JW		13.20				13.20				13.20	
2	20 Tillery Street, Abertillery NP13 1HT		14.10				14.10				14.10	
55	9 Coronation Road, Six Bells, Abertillery NP13 2PJ		14.45				14.45				14.45	
16	33 High Street, Llanhilleth, Abertillery NP13 2JP		15.20				15.20				15.20	
32	8 Windsor Road, Griffithstown, Pontypool NP4 5HY		16.00				16.00				16.00	
ω	11 Woodside, Llanbadoc, Usk NP15 1TJ		16.45				16.45				16.45	

9	Unit At 1a Pugsley Street, Newport NP20 5JU	10.00		10.00			10.00	
51	Yard & Unit Off Herbert Road, Newport NP19 7BH	10.30		10.30		•	10.30	
48	236 Chepstow Road, Newport NP19 8EN	11.10		11.10			11.10	
17	8 Cromwell Road, Newport NP19 0FZ	12.00		12.00		•	12.00	
49	217 Corporation Road, Newport NP19 0EB	12.30		12.30			12.30	
45	135 Commercial Street, Newport NP20 1LY	13.30		13.30		•	13.30	
ß	4 Alexandra Road, Newport NP20 2GY	14.15		14.15		•	14.15	
63	Garage At Enville Road, Newport NP20 5AE	15.00		15.00		·	15.00	
76	27 High Street, Ynysybwl, Pontypridd CF37 3EE		9.00		00.6			9.00
59	25 High Street, Ynysybwl, Pontypridd CF37 3EE		9.30		9.30			9.30
44	164 Wood Road, Pontypridd CF37 1RG		10.15		10.15			10.15
41	23 Amelia Terrace, Tonypandy CF40 2HR		11.30		11.30			11.30
37	Flat 4, 203 Ystrad Road, Pentre CF41 7PE		12.00		12.00			12.00
31	251 Park Road, Treorchy CF42 6LD		12.35		12.35			12.35
52	29 High Street, Treorchy CF42 6NR		13.10		13.10			13.10
24	112 East Road, Tylorstown, Ferndale CF43 3BS		14.00		14.00			14.00
35	34 Union Street, Ferndale CF43 4HD		14.30		14.30			14.30
73	26 Ceridwen Street, Maerdy, Ferndale CF43 4DA		15.00		15.00			15.00
4	27 Aberllechau Road, Porth CF39 0PB		15.40		15.40			15.40
36	1st Floor Flat, Fern Bank, Graig Road, Porth CF39 0NS		16.10		16.10			16.10
57	7 Bethel Road, Lower Cwmtwrch, Swansea SA9 2PS		10.40		10.40			10.40
-	18 Roman Road, Banwen, Neath SA10 9LH		11.20		11.20			11.20
22	29 Pant Yr Heol, Neath SA11 2HN		12.15		12.15			12.15
47	Former Pontrhydyfen School, School Street, Pontrhydyfen, Port Talbot SA12 9SZ		13.00		13.00			13.00

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/ rearranged, we can only let you know if you've booked on to view it. To book a viewing call 01633 254 044 or outside office hours email 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.

236 Chepstow Road, Newport NP19 8EN Guide Price £160,000+ (plus fees/costs, see page 2)



House for Owner Occupation/Investment/Renovate to Resell

DESCRIPTION

LOT

48

A four storey traditional bay fronted house located in a popular area of Newport. The property would make an ideal investment and would be suitable for flat conversions or HMO (subject to the necessary planning permissions).

ACCOMMODATION

Ground Floor: Entrance hallway, living room, dining room, kitchen, shower room Lower Ground Floor: One bedroom self contained flat First Floor: 3 bedrooms, bathroom, WC Second Floor: Bedroom/study area, bathroom

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar

The location offers a wide range of amenities within walking distance and excellent road links to the nearby M4 motorway at Junction 24. The property has a self contained flat on the lower ground floor with a rear courtyard area. The house further benefits with gas central heating (not tested).

Time

11.10

49 217 Corporation Road, Newport NP19 0EB Guide Price £154,000 + (plus fees/costs, see page 2)





Investment Opportunity

DESCRIPTION

A traditional bay fronted, mid terraced property which has been converted into two spacious apartments. Both apartments have two bedrooms and were previously achieving £550 per calendar month each. The property is located in a convenient and popular area of Newport with a wide range of amenities and offers excellent road links to the nearby M4 motorway.

ACCOMMODATION

Ground Floor: Entrance hallway, living room, kitchen/dining room, bathroom, 2 bedrooms First Floor: Living room, kitchen/dining room, bathroom, 2 bedrooms Outside: Forecourt, courtyard to rear TENANCIES: To be sold with vacant possession TENURE: Advised Freehold - to be verified by solicitor VIEWING CONTACT Paul Fosh Auctions, 01633 254 044 VIEWING SCHEDULE Date Time Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar 12.30

Paul Fosh Auctions Contact: Ryan Saunders

^{LOT} 50

6.4 Acres of Land at Talygarn Manor, Talygarn, Pontyclun CF72 9WT **Guide Price £50,000+** (plus fees/costs, see page 2)



6.4 Acres of Land at Talygarn Manor

DESCRIPTION

The property comprises an irregular shaped parcel of land measuring approximately 6.4 acres (2.59 hectares). The land is laid to mainly grass with some woodland and is located to the southern side of the main entrance of the Manor with frontage and access from Cowbridge Road (A4222). We understand the single storey building comprising a club house/pavilion is under separate ownership. The land would be suitable for a variety of potential uses subject to the necessary consents.

The land is located within the Talygarn Manor and Country Park which is situated on the eastern side of Cowbridge Road (A4222) just outside the village of Pontyclun. Cowbridge is nearby approximately 5 miles in the south west.

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: Matthew Jordan

^{LOT}

Unit and Yard off Herbert Road, Newport NP19 7BH **Guide Price £140,000+** (plus fees/costs, see page 2)



Industrial Opportunity

DESCRIPTION

The property comprises a detached industrial/manufacturing unit with additional office accommodation and yard off Herbert Road, in close proximity to Newport city centre. The property provides a total gross internal area of 356.0 Sq m (3,832 Sq ft). The industrial/manufacturing unit is of steel portal frame construction and benefits from concrete floor, fluorescent strip lighting, translucent roof panels, hot air blower and wc facilities. The ground floor has a height of 3.16m, whilst the first floor ancillary accommodation has an eaves height of 2.25m at the lowest point. The attached portacabin building provides office accommodation and benefits from wc and kitchen facilities. In addition there is a conservatory attached to the unit which is currently used as storage. Externally there is a yard area to the front providing parking and storage. Access to the unit is via a vehicular metal gate and the site is secured via perimeter metal fencing.

The property is situated off Herbert Road in close proximity to Caerleon Road which gives access into Newport city centre in the south west. Access to the M4 is nearby at Junction 25, which provides links into Cardiff in the south west and Bristol in the south east.

ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Ground	Manufacturing Unit	1,405	130.5
First	Ancillary	1,341	124.6
Ground	Office	1,086	100.9
Total		3,832	356.0

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Date	Time
Thurs 07 Mar - Wed 13 Mar - Tues 19 Mar	10.30

29 High Street, Treorchy CF42 6NR Guide Price £119,000+ (plus fees/costs, see page 2)









House for Owner Occupation/Investment

DESCRIPTION

An opportunity to acquire a substantial traditional bay fronted end of terrace house situated in the popular area of Treorchy. The property has recently benefited from some internal works but further improvements are required. The house is located just outside the centre of town and offers a wide range of amenities within walking distance and would would be suitable for HMO (subject to the necessary planning permissions). The property further benefits from a gas combination boiler (not tested) and double garage to the rear.

ACCOMMODATION

Ground Floor: Entrance porch, hallway, 2 reception rooms, kitchen/dining room, WC with shower

First Floor: Split level landing, 4 bedrooms, bathroom, WC **Outside**: Secure side access, rear garden, double garage (accessed via the rear lane)

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar



Time

13.10

Paul Fosh Auctions Contact: Ryan Saunders

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54

54 Robert Street, Milford Haven SA73 2DJ Guide Price £56,000+ (plus fees/costs, see page 2)





Residential Investment

DESCRIPTION

A three bedroom semi detached house located in the centre of Milford Haven and conveniently situated for local shops and train station. During the current ownership, the property has benefited from a new roof and just two years ago the outside was re-rendered, painted, the inside re-decorated and a new kitchen fitted. The current tenant has been in occupation for a number of months and has indicated that they would like to remain.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge, dining room, kitchen First Floor: Landing, 3 bedrooms, bathroom Outside: Rear yard

TENANCIES: The property is let on an Assured Shorthold Tenancy Agreement of £5,400 per annum

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Brett Property, 01646 663951

Paul Fosh Auctions Contact: Sean Roper

5 Ash Grove, Milford Haven SA73 1BG Guide Price £32,000+ (plus fees/costs, see page 2)





Residential Investment

DESCRIPTION

A first floor flat situated in a purpose built block close to Milford Haven town centre. The property is currently tenanted and the tenant has indicated they are keen to remain. Milford Haven benefits from an excellent range of amenities and shopping facilities and the popular marina is just a short distance away.

ACCOMMODATION

First Floor: Entrance hall, lounge, kitchen, 2 bedrooms, bathroom, store

TENANCIES: The property is let on an Assured Shorthold Tenancy agreement of \pounds 350 per calendar month (\pounds 4,200 per annum)

TENURE: Advised Leasehold (100 years) - to be verified by solicitor

Service charge £240 per annum and any capital repairs

VIEWING CONTACT Brett Property, 01646 663951

Paul Fosh Auctions Contact: Sean Roper

9 Coronation Road, Six Bells, Abertillery NP13 2PJ Guide Price £67,000 + (plus fees/costs, see page 2)



LOT

55



House for Owner Occupation/Investment DESCRIPTION

A traditional bay fronted mid terraced house located in Six Bells. The property is set in a popular residential area and all amenities are available in the nearby town of Abertillery. The property is very generous in size and has been partially renovated, it further benefits from gas combination boiler (not tested), UPVC double glazing and off-road parking to the rear.

ACCOMMODATION

Ground Floor: Entrance hallway, living room/dining room, kitchen, bathroom First Floor: Landing, 3 bedrooms, WC Outside: Small courtyard area to the front, rear gated off-road parking with low maintenance garden and two outhouses

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 06 Mar - Tues 12 Mar - Tues 19 Mar	14.45

Paul Fosh Auctions Contact: Ryan Saunders

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. ^{LOT}

48-49 Commercial Street, Tredegar NP22 3DJ Guide Price £72,000+ (plus fees/costs, see page 2)



High Street Commercial/Residential Opportunity DESCRIPTION

An opportunity to acquire a substantial two storey terraced building that was formerly two properties occupying a prominent high street position. The ground floor shop currently operates as a florist and gift shop and comprises one large retail area, rear stock rooms, kitchen and WC facilities. The accommodation benefits from aluminium shop fronts, electric roller shutters and fluorescent strip lighting. The first floor provides two self contained one bedroom flats which are in need of complete modernisation. The flats benefit from gas central heating (not tested) and UPVC double glazing to part. Externally, there is courtyard area and overgrown garden with access provided via Mount Street.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date

Wed 06 Mar - Tues 12 Mar - Tues 19 Mar

The property is situated on High Street the main retail thoroughfare in Tredegar Town Centre where there are a number of local and national retailers nearby to include, Home Bargains, Original Factory Shop, Superdrug, Farmfoods and Tesco. The property is situated at the northern end of Commercial Street close to the junction with Stockton Way. Access to the A465 (Heads of the Valleys Road) is nearby approximately 2 miles to the north providing links to Abergavenny in the east and Merthyr Tydfil in the west.

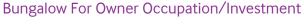
Paul Fosh Auctions Contact: Matthew Jordan

Time

12.00

7 Bethel Road, Lower Cwmtwrch, Swansea SA9 2PS **Guide Price £40,000+** (plus fees/costs, see page 2)





DESCRIPTION

A detached bungalow that requires modernising but does benefit from UPVC double glazing and gas central heating (not tested). The property is located in the popular residential area of Lower Cwmtwrch and there are a range of amenities nearby and Junction 45 of the M4 motorway is approximately 9 miles away via the A4067. The bungalow further benefits from an attached garage.

ACCOMMODATION

Ground Floor: Entrance hallway, kitchen, dining room, living room, walk in shower room, 2 bedrooms

Outside: Garage, small patio garden area, storage area

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE	
Date	Time

Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	10.40

Paul Fosh Auctions Contact: Ryan Saunders

LOT 58

LOT

57

Land at 36 Mary Street, Pontypridd CF37 4ER Guide Price £3,000+ (plus fees/costs, see page 2)





Land With Potential

DESCRIPTION

An area of land situated to the rear of a well established residential street in the village of Cilfynydd near Pontypridd. The land would be ideal for various uses such as amenity land or extra garden for adjoining properties (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

25 High Street, Ynysybwl, Pontypridd CF37 3EE Guide Price £50,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment DESCRIPTION

A traditional mid terraced house with dressed elevations to the front. The property benefits from UPVC double glazing and gas central heating (not tested) but offers scope to improve further. The village of Ynysybwl is popular with both homeowners and investors and is well situated for access to Pontypridd and the A470. The village benefits from an excellent range of amenities with a wider selection of shopping facilities and transport links in nearby Pontypridd.

ACCOMMODATION

Ground Floor: Entrance hall, lounge/diner, kitchen, bathroom **First Floor:** Landing, 3 bedrooms **Outside:** Rear garden with views

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	09.30

Paul Fosh Auctions Contact: Sean Roper

^{LOT}

LOT

59

8 Plots at 74 Howard Street, Tonypandy CF40 2BP **Guide Price TBC** (plus fees/costs, see page 2)



Building Plot

DESCRIPTION

A freehold parcel of land with planning for eight houses. The land is situated in a well established residential location which is convenient for local amenities and Tonypandy town centre.

ACCOMMODATION

Planning: The site has planning for 8 dwellings (8×three bed semi-detached houses with car parking), the Planning application number is 15/1606/13. Full details and drawings are available from auctioneer's office.

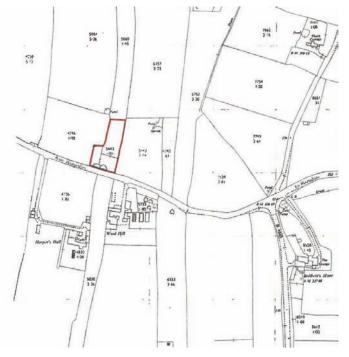
TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Sean Roper

Land at Former Harpers Hall, Manorbier, Tenby SA70 7SL Guide Price £46,000+ (plus fees/costs, see page 2)



LOT

61

LOT

62

Land with Potential

DESCRIPTION

An opportunity to acquire an area of land in Manobier. The land is approximately 0.75 acres in size and would have the potential to develop (subject to the necessary planning permissions). It is located close to a main road which leads to the nearby villages of Lydstep, Manobier and Jameston. There are two dilapidated cottages on site and any prospective buyers would be encouraged to make contact with Pembrokeshire National Park's office relating to any planning enquiries.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Ryan Saunders

The Ancient Historical Title of The Lordship of the Manor of Le Ree, **Guide Price £3,000+** (plus fees/costs, see page 2)



Manorial Title

DESCRIPTION

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

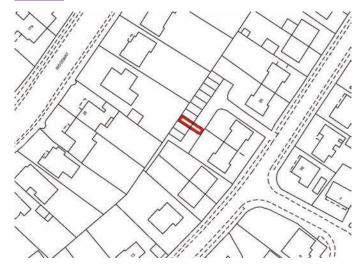
The title may allow the owner to use the title Lord/Lady of Le Ree after their name. The title can be used on all official documentation including passport, driving licence and other legal documentation.



LOT

64

Garage at Enville Road, Newport NP20 5AE Guide Price £6,000+ (plus fees/costs, see page 2)



Garage for Sale

DESCRIPTION

A garage with secure galvanised roller shutter door situated in the very sought after area of Ridgeway, Newport. The unit will be ideal for vehicle use, general storage or would suit a trades person who requires additional storage. All enquiries welcomed.

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 07 Mar - Wed 13 Mar - Tues 19 Mar	15.00

Paul Fosh Auctions Contact: Ryan Saunders

Land to the rear of 57-61 Ernest Street, Merthyr Tydfil CF47 OYP **Guide Price £15,000+** (plus fees/costs, see page 2)



Development Opportunity

DESCRIPTION

A building plot with planning for development situated in a sought after residential location. The land is mainly level and there are garages which will need demolition prior to development. The plans detail a two bedroom, split level residence with spacious bedrooms, en-suite shower room off each bedroom and lower ground floor level providing the main living space.

Planning:

Planning has been granted for the erection of a two bedroom split level dwelling. Planning number P/15/0366 Merthyr Tydfil Borough Council (full plans available for inspection from the auctioneer's office).

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

9 Erith Street, Leeswood, Mold CH7 4SE Guide Price £70,000 (plus fees/costs, see page 2)





House For Owner Occupation/Investment

DESCRIPTION

A two bedroom mid terraced property with first floor bathroom. The property requires modernising but offers good potential for improvement. The town of Mold offers good road and rail links and all local amenities.

ACCOMMODATION

Ground Floor: Entrance, lounge, kitchen, utility/lean to First Floor: 2 bedrooms, kitchen 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

Paul Fosh Auctions Contact: Jack James

^{LOT}

171 Railway Street, Cardiff CF24 2NB Guide Price £75,000+ (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A traditional mid terraced house situated in a popular residential location. The property is in need of full modernisation but benefits from generous accommodation over two floors. There is a good range of local amenities and shopping facilities and Cardiff city centre is easily accessible.

ACCOMMODATION

Ground Floor: Entrance hall, 2 reception rooms, kitchen, bathroom **First Floor:** Landing, 3 bedrooms **Outside:** Rear garden

TENANCIES: The property is let on an Assured Tenancy agreement at £71 per week (£3,692 per annum)

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE	
Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	11.50

Paul Fosh Auctions Contact: Sean Roper

LOT 67

The Former Social Club, Queensway, Garnlydan, Ebbw Vale NP23 5EE **Guide Price £68,000+** (plus fees/costs, see page 2)





Development Opportunity

DESCRIPTION

A substantial freehold building that has previously traded as a social club. The club now has planning for a convenience store but would also offer scope for other commercial uses, conversion to residential or full development of the site (subject to necessary planning planning consents). The town of Ebbw Vale is ideally situated for access to the A465 Heads Of The Valleys trunk road and the town itself has an excellent range of amenities and shopping facilities.

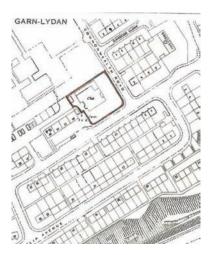
The site extends to approximately a third of an acre (50,000 Sq ft) and the premises approximately 7,500 Sq ft comprising formerly two bars and a function room but now has windows and shutters fitted to the ground floor in readiness for a convenience store.

There is a spacious car park to the front.

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT: Paul Fosh Auctions, 01633 254 044



20 Harrison Way, Cardiff CF11 7PE Guide Price £89,000 + (plus fees/costs, see page 2)





LOT

68

LOT

69

Residential Investment

DESCRIPTION

A third floor flat in a purpose built housing complex. The property benefits from double glazed windows, allocated parking and communal gardens. The property is situated in a highly sought after residential location with a good range of shopping facilities and amenities close by in Penarth town centre.

ACCOMMODATION

Third Floor: Entrance, hallway, open plan kitchen lounge and diner, 2 bedrooms, bathroom

Outside: Allocated parking space, communal garden

TENANCIES: The property is let on an Assured Shorthold Tenancy at £480 pcm

TENURE: Advised Leasehold - To be verified by a solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	11.00

Paul Fosh Auctions Contact: Jack James

Yard and Office, Crown Business Park, Dukestown, Tredegar NP22 4EF **Guide Price £28,000+** (plus fees/costs, see page 2)





Yard/Office for Owner Occupation

A yard area with mobile office situated within a fenced surround with gate access on the Crown Business Park. There are a number of occupiers already established on site and the yard would be ideal for numerous uses including trades person, retailer or storage. The Business Park is adjacent to the A465 trunk road which is increasingly an important artery into Wales for business from the west of England. The overall gross area is approximately 0.28 acres that's 1,114 Sq m (11,996 Sq ft).

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Date

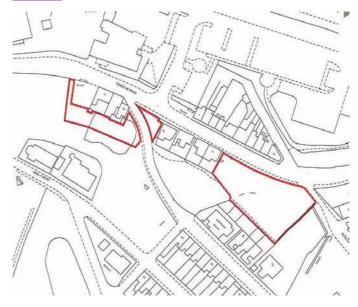
Time

Open for Inspection

Paul Fosh Auctions Contact: Sean Roper

^{LOT}

Land at Coedcae Road, Trehafod, Pontypridd CF37 2NP Guide Price £7,000 + (plus fees/costs, see page 2)



Land with Potential

DESCRIPTION

An opportunity to acquire three separate areas of land situated in the village of Trehafod. The parcels comprise one area of land to the rear of 15/17 off Coed Cae Road which may offer scope for residential development and two other parcels which would be mainly suitable for amenity land or potential parking or garages (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

^{LOT}

Flat 54 Penyard Court, Waterside, Ross-on-Wye HR9 5LL **Guide Price £92,000+** (plus fees/costs, see page 2)



Residential Investment

DESCRIPTION

A second floor apartment in a very sought after location. The property benefits from a balcony area which features pleasant views across the nearby pond. The historic town of Ross on Wye is a short walk away and offers a wide range of amenities. The apartment further benefits from UPVC double glazing, electric storage heaters (not tested) and a garage.

ACCOMMODATION

Second Floor: Entrance hallway, living/dining room, kitchen, bathroom, 2 bedrooms, balcony area **Outside**: Garage

TENANCIES: The property is let on an Assured Shorthold Tenancy agreement at £650 pcm (£7,800 per annum)

TENURE: Advised Leasehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Lот **72**

101

73

Land at Glynllech Isaf, Nantyffin Road, Penycae, Swansea SA9 1FJ **Guide Price £80,000** (plus fees/costs, see page 2)





58 Acres of Land

DESCRIPTION

The property comprises an irregular shape parcel of land measuring approximately 58 acres (23.5 hectares). We are advised the land slopes down to the River Tawe along the north western boundary and approximately 70% of the land comprises mature woodland. There are no known buildings or residence upon the land.

* Please note the auctioneers have not inspected the site prior to going to print.

TENANCIES: The land is being sold without possession so cannot guarantee vacant possession on completion.

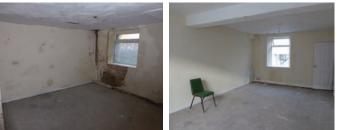
TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Matthew Jordan

26 Ceridwen Street, Maerdy, Ferndale CF43 4DA Guide Price £32,000 + (plus fees/costs, see page 2)





House for Owner Occupation/Investment

DESCRIPTION

A traditional mid terraced house in need of renovation and located in Maerdy, Ferndale. The property is set over three floors and sits in a convenient location at the centre of the village with amenities within walking distance.

ACCOMMODATION

Ground Floor: Entrance hall, living room/dining room Lower GF: Kitchen area, second lounge, bathroom First Floor: 3 bedrooms Outside: Rear garden with lane access

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING CONTACT Paul Fosh Auctions, 01633 254 044

VIEWING SCHEDULE

Date	Time
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	15.00

Paul Fosh Auctions Contact: Ryan Saunders

7 Elm Lane, Milford Haven SA73 1BQ Guide Price £35,000+ (plus fees/costs, see page 2)





LOT

74

LOT

75

Residential Investment

DESCRIPTION

A two bedroom ground floor flat situated in the town of Milford Haven. The property is currently occupied by a well established tenant who has been at the residence for approximately eight years and has indicated that they wish to remain. The town of Milford Haven is situated in the stunning county of Pembrokeshire and benefits from an excellent range of local amenities and shopping facilities and has excellent road access to the stunning Pembrokeshire coastline.

ACCOMMODATION

Ground Floor: Entrance hall, lounge, kitchen, 2 bedrooms, bathroom, store

TENANCIES: The property is let on an Assured Shorthold Tenancy Agreement of \pm 319.12 per four weeks (\pm 4,148 per annum)

TENURE: Advised Leasehold (100 years) - to be verified by solicitor

Service charge £240 per annum plus any capital repairs

VIEWING CONTACT Brett Property, 01646 663951

Paul Fosh Auctions Contact: Sean Roper

30 Park Street, Penrhiwceiber, Mountain Ash CF45 3YL Guide Price £39,000+ (plus fees/costs, see page 2)



House For Owner Occupation/Investment

DESCRIPTION

An opportunity to acquire this mid terrace three bedroom house set over three floors. The property has recently been refurbished to include fitted kitchen, bathroom and central heating system (not tested). The property would suit an investor looking to add to their current portfolio and is ideally situated in Mountain Ash. Mountain Ash accommodates a mix of both local traders, national retailers and also provides nearby access to the train station and the A470 providing links to Pontypridd and Cardiff.

ACCOMMODATION

Ground Floor: Hallway, lounge Lower GF: Kitchen, store room First Floor: 3 bedrooms, bathroom Outside: Rear garden

TENANCIES: To be sold with vacant possession

TENURE: Advised Freehold - to be verified by solicitor

VIEWING SCHEDULE

Data

Date	Time
Tues 05 Mar - Mon 11 Mar - Mon 18 Mar	13.50

T:...

Paul Fosh Auctions Contact: Jack James

27 High Street, Ynysybwl, Pontypridd CF37 3EE Guide Price £56,000+ (plus fees/costs, see page 2)



LOT

76

House For Owner Occupation/Investment DESCRIPTION

A spacious double extended mid terraced house that benefits from UPVC double glazing, gas central heating (not tested) and offers excellent family size accommodation.

The village of Ynysybwl is popular with both homeowners and investors and is well situated for access to Pontypridd and the A470. The village benefits from an excellent range of amenities with a wider selection of shopping facilities and transport links in nearby Pontypridd.

ACCOMMODATION

Ground Floor: Entrance hallway, lounge/sitting room, kitchen, lobby area, cloaks/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
Fri 08 Mar - Thurs 14 Mar - Wed 20 Mar	09.00
Paul Fosh Auctions Contact: Sean Roper	

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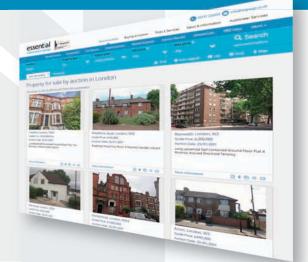
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buyer's please note...

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 etc.

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 sterling up to £7,000, Cheques and Bankers Drafts but CANNOT ACCEPT CREDIT / DEBIT 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.
- 9. Prospective purchasers are advised to telephone the auction department of Paul Fosh Auctions (tel. 01633 254044) between 8.30 a.m. and 10.00 a.m. on the day of the auction to ensure that there are no amendments to the particulars of the sale or conditions relating to the relevant lot or other matters relating to it.

The prospective purchaser will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchasers behalf or refuse to accept bids by or on behalf or refuse to accept bids by or on behalf of prospective purchasers and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective purchaser 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 (Please delete as appropriate)
2	authorise you to bid on my behalf in accordance with the terms and co cessful the offer will be binding upon me.	onditions 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% or Minimum £600:	£	(enclosed herewith)

Note: For administrative reasons, unless otherwise agreed with the Auctioneers, the minimum deposit for online/telephone/proxy bids is **£3,000** or **10%** of the maximum bid price, whichever is the greater, plus buyer's premium of **1% or Minimum £600.00**.

Purchasers Details

Full Name(s):			
Address:			
	Post Code:		
Business Tel:	Home Tel:		
For telephone bids, telephone number at time of auction:			
Solicitors:			
Post Code:			
For the Attention of:			
Telephone:			
Signature of Prospective Purchaser or Person Signing on Purchasers behalf:	Full Name and Address of Signatory if different from Purchasers details given above:		

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

Common conditions

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

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

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

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer.

They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

IMPORTANT NOTICE

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

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

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Glossary

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in **bold black type** appear in **bold blue type** they have the specified meanings.

ACTUAL COMPLETION DATE

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

ADDENDUM

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

AGREED COMPLETION DATE

Subject to condition G9.3:

(a) the date specified in the special conditions; or

(b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

APPROVED FINANCIAL INSTITUTION

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

ARREARS

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

ARREARS SCHEDULE

The arrears schedule (if any) forming part of the special conditions.

AUCTION

The auction advertised in the catalogue.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra **auction conduct conditions**.

AUCTIONEERS

The auctioneers at the auction.

BUSINESS DAY

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

BUYER

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

CATALOGUE

The catalogue to which the **conditions** refer including any supplement to it.

COMPLETION

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

CONDITION

One of the auction conduct conditions or sales conditions.

CONTRACT

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

CONTRACT DATE

The date of the **auction** or, if the **lot** is not sold at the **auction**:

 (a) the date of the sale memorandum signed by both the seller and buyer;

or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

FINANCIAL CHARGE

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

GENERAL CONDITIONS

That part of the **sale conditions** so headed, including any extra general conditions.

INTEREST RATE

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

LOT

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

OLD ARREARS

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

PARTICULARS

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

PRACTITIONER

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

PRICE

The price that the **buyer** agrees to pay for the **lot**.

READY TO COMPLETE

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

SALE CONDITIONS

The general conditions as varied by any special conditions or addendum.

SALE MEMORANDUM

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded

SELLER

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

SPECIAL CONDITIONS

Those of the sale conditions so headed that relate to the lot.

TENANCIES

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

TENANCY SCHEDULE

The tenancy schedule (if any) forming part of the **special conditions**.

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The auctioneers.

YOU (AND YOUR)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

Auction conduct conditions

A1 INTRODUCTION

- A1.1 Words in **bold blue type** have special meanings, which are defined in the Glossary.
- A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 OUR ROLE

- A2.1 As agents for each seller we have authority to:
 - (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
 - (b) offer each **lot** for sale;

(c) sell each lot;

(d) receive and hold deposits;

(e) sign each sale memorandum; and

(f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions.**

- A2.2 **Our** decision on the conduct of the **auction** is final.
- A2.3 We may cancel the **auction**, or alter the order in which **lots** are offered for sale. We may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 BIDDING AND RESERVE PRICES

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- A3.2 We may refuse to accept a bid. We do not have to explain why.
- A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale).
 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.
- A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 THE CONTRACT

- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
- A5.3 You must before leaving the auction:

(a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by us);

(b) sign the completed sale memorandum; and

(c) pay the deposit.

A5.4 If you do not we may either:

(a) as agent for the **seller** treat that failure as your repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or

(b) sign the sale memorandum on your behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

- A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the buyer does not comply with its obligations under the contract then:

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) you must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000.00 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

General conditions

Words in **bold blue type** have special meanings, which are defined in the Glossary.

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. THE LOT

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoings and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:(a) the documents, whether or not the buyer has read them; and

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- 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 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of **contract**.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a **contracting** purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** thebenefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the lot nor any deterioration

- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

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 except in relation to any matter that occurs after the contract date.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all **documents** subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration **documents** to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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 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 Land Registry Rules when making application for registration of the transaction to which the conditions apply.

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** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

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.
- G6.3 Payment is to be made in pounds sterling and only by:
 (a) direct transfer to the seller's conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- 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 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.
- 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 properly required.

G9.5 The buyer must:

(a) promptly 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 licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

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 price (less any deposit paid) from the agreed completion date up to and including 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 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 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, 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.

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 in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears
- G11.7 Part 3 of this condition G11 applies where the special conditions:

(a) so state; or

(b) give no details of any arrears.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;

(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. MANAGEMENT

- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new **tenancy** or agreement to grant a new **tenancy**) and:

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

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and

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

G13. RENT DEPOSITS

- G13.1 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.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

(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 **contracts** from the **actual completion date**.

G18. LANDLORD AND TENANT ACT 1987

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

G19. SALE BY PRACTITIONER

- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:

(a) in its condition at **completion**;

(b) for such title as the seller may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the **contract** or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose **contracts** of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the **contract**s of employment between the Transferring Employees and the **seller** will transfer to the

buyer on completion.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. ENVIRONMENTAL

- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. SERVICE CHARGE

- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges. G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (arrears) applies.

- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. RENT REVIEWS

- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. TENANCY RENEWALS

- G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following completion the buyer must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds. G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25. WARRANTIES

- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the buyer; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. NO ASSIGNMENT

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. REGISTRATION AT THE LAND REGISTRY

G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. NOTICES AND OTHER COMMUNICATIONS

- G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 No one is intended to have any benefit under the **contract** pursuant to the **Contract** (Rights of Third Parties) Act 1999.

G30. EXTRA SPECIAL DETAILS See Auctioneers for details

Memorandum of sale

Auction date:		Lot No.
Agreement date:		
Seller's name:		
Seller's address:		
		Post code:
Telephone:		
Buyer's name:		
Buyer's address:		
		Post code:
Telephone		
Property		
Completion date:		Purchase Price:
Deposit £:	Plus Buyer's Premium of: 1% or £600.00	
Total paid:		
Balance £:	Buyers conveyancer:	
Contact:		
Address:		
		Post code:

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

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

Signed by or on behalf of the Buyer:	
Signed as agent for the Seller:	

save the date

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