



residential  
& commercial

# auction catalogue

---

**South Wales**

Thursday 8 February  
5:00pm

---

**Bristol**

Tuesday 13 February  
5:00pm

**paulfosh**  
auctions









# South Wales

Thursday 8 February, 5:00pm

buyer's  
please note...

# proof of identity



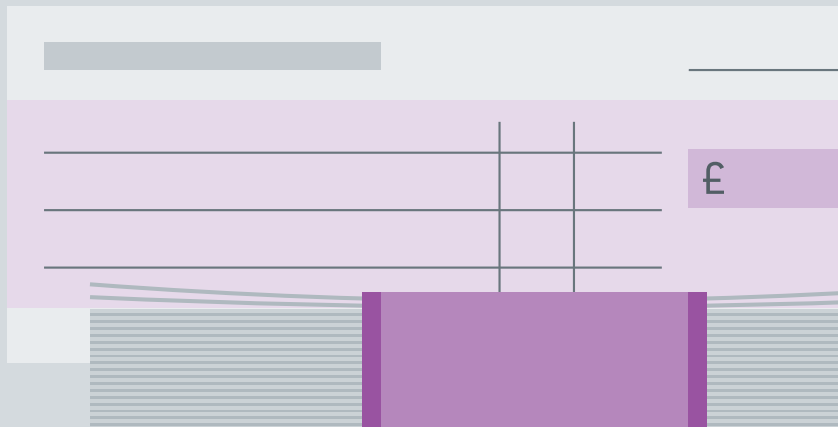
Due to changes in the Anti-Money Laundering regulations anyone wishing to bid on any property will be required to register, at no cost, prior to the sale in the room and produce two forms of the following identification:

- **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

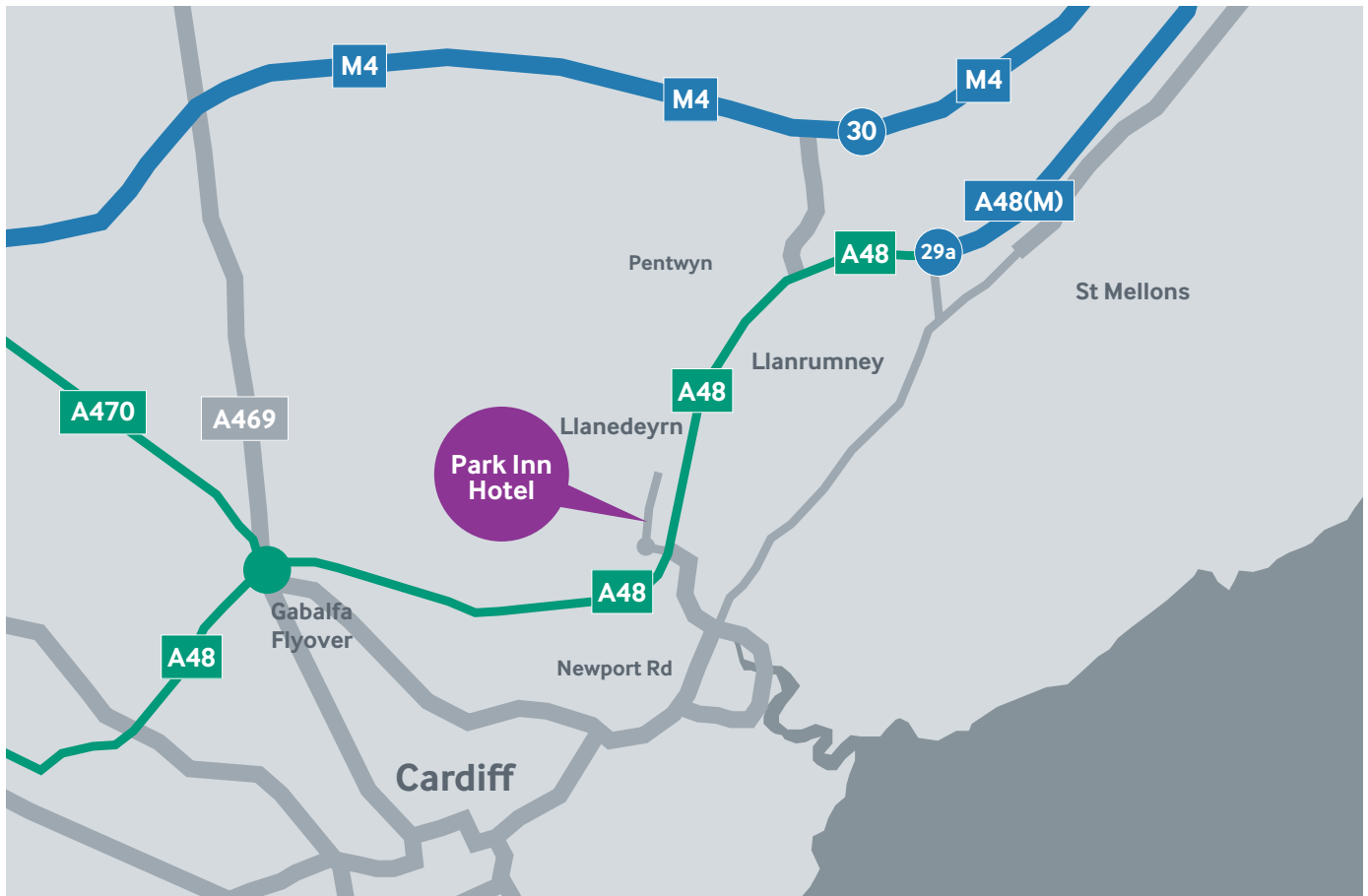
We accept sterling up to £7,000, Cheques and Bankers Drafts but **CANNOT ACCEPT CREDIT / DEBIT CARDS.**





complimentary  
parking available

# auction details



## The Park Inn Hotel Thursday 8 February 2018 5.00pm

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



# Order of sale

Lot	Property Address
1	140 East Road, Tylorstown, Ferndale
2	26 Marsh Street, Port Talbot
3	54 Woodland Road, Tylorstown, Ferndale
4	Mount Zion Chapel, Institution Terrace, Ebbw Vale
5	13 Pennyfields, Greenmeadow, Cwmbran
6	37 Oak Street, Tonypandy
7	47 Oak Street, Tonypandy
8	2 Market Square, Newent
9	34 Greenfield Street, Pontlloftyn, Bargoed
10	Flat 2, Nant Walla, Heol Y Felin, Rhiwbina, Cardiff
11	7-8 Armoury Terrace, Ebbw Vale
12	Former Band Hall, River Row, Cwm, Ebbw Vale
13	84 High Street, Tonypandy
14	144 Cockett Road, Swansea
15	Flats 1 & 2, 37 Llewellyn Street, Pentre
16	Moose Hall, 92 Bryn Terrace, Gorseinon, Swansea
17	Flat 4, 26 Water Street, Pembroke Dock
18	Plot adj to 60 Hoskins Street, Newport
19	14-16 Newport Road, Caldicot
20	92 East Road, Tylorstown, Ferndale
21	House & Flats at The Eagle, Broad Street, New Radnor, Presteigne
22	Bungalow to the rear of The Eagle, Broad Street, New Radnor, Presteigne
23	130 Commercial Road, Newport
24	21 Gaer Park Drive, Newport
25	Flat 8, 68 Marine Road, Pensarn, Abergele
26	Flat 6, 68 Marine Road, Pensarn, Abergele
27	Leominster House, Wellington Road, Llandrindod Wells
28	30 Byron Street, Roath, Cardiff
29	Land fronting Gellifaelog / Rocky Road, Merthyr Tydfil
30	Former Rheola Works, Glynneath Road, Resolven, Neath
31	62 Morton Terrace, Tonypandy
32	13 Oxford Street, Mountain Ash
33	39 Woodland Road, Tylorstown, Ferndale
34	10 Meyrick Street, Pembroke Dock
35	All Saints Church, Goring Road, Llanelli
36	Chalet 174, Park Resort, Kidwelly



Lot	Property Address
37	4 Lower Alma Terrace, Pontypridd
38	Land at 68 Queen Street, Nantyglo, Ebbw Vale
39	6 Grange Lane, Cwmbran
40	Ysgol Pontsaen, Pontsian, Llandysul
41	Amlwch Post Office, 1 Salem Street, Amlwch
42	35 Courtlands, Greenmeadow, Cwmbran
43	1 James Street, Tonypandy
44	3 Plots at Howard Street, Tonypandy
45	Plot 6, Greenfield Terrace, Penydarren, Merthyr Tydfil
46	Plot 7, Greenfield Terrace, Penydarren, Merthyr Tydfil
47	Plot 8, Greenfield Terrace, Penydarren, Merthyr Tydfil
48	Plot 9, Greenfield Terrace, Penydarren, Merthyr Tydfil
49	60-61 Windsor Road, Griffithstown, Pontypool
50	11 Graig Street, Pontygwaith, Ferndale
51	Former HSBC Bank, Dinorben Square, Amlwch
52	48 East Road, Tylorstown, Ferndale
53	23 & 23a Station Street, Treherbert, Treorchy
54	117 Court Street, Tonypandy
55	Pennant Hall, Beach Road, Penmaenmawr
56	5 Snatchwood Road, Abersychan, Pontypool
57	78 Maddox Street, Tonypandy
58	140 Hendrecafn Road, Tonypandy
59	Former Phillips Homes, 114 Dunraven Street, Tonypandy
60	Garage at Hillside (north east side of Stradey Road), Furnace, Llanelli
61	10 Francis Street, Tonypandy
62	Yard to the Rear of Forge Cottages, Western Industrial Estate, Ponthir Road, Caerleon, Newport
63	2 Station Road, Pontrhydyfen, Port Talbot
64	30 Intermediate Road, Brynmawr, Ebbw Vale
65	6 Wind Street, Ammanford
66	Bethesda Brasserie, Bethesda Street, Merthyr Tydfil
67	40-42 Hanbury Road, Bargoed
68	The Ancient Welsh Historical Title of the Lord of the Manor of Walton, Shropshire
69	1 Cardiff Road, Aberdare
70	Land to the rear of 2-18 Kingsley Place, Sengenydd, Caerphilly
71	63 Park Street, Penrhiwceiber, Mountain Ash

LOT  
1

140 East Road, Tylorstown, Ferndale CF43 3BP

**Guide Price £18,000+**



#### DESCRIPTION

A double fronted end terraced house situated in a well-established residential location. The property benefits from UPVC double glazing and gas central heating (not tested) and offers scope to improve further. The towns of Ferndale and Porth are easily accessible and there is a train station in Porth with direct links to Cardiff.

#### ACCOMMODATION

Please note the property has not been inspected internally prior to going to print but we believe it to comprise:

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

**First Floor:** 3 bedrooms, bathroom

**Outside:** Garden to rear 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

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
2

26 Marsh Street, Port Talbot SA12 6UD

**Guide Price £35,000+**

**Lambert  
Smith  
Hampton**



#### House For Owner Occupation/Investment

#### DESCRIPTION

A spacious four bedroom property situated in a well established residential location. The property has previously benefited from refurbishment under a regeneration scheme to include new roof, external wall render and UPVC double glazing. The property also benefits from gas central heating (not tested).

#### ACCOMMODATION

**Ground Floor:** Entrance hallway, 2 reception rooms, kitchen, bathroom

**First Floor** Landing, 4 bedrooms

**Outside:** Garden to rear with lane access and scope for parking (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  
3

54 Woodland Road, Tylorstown, Ferndale CF43 3ND

**Guide Price £27,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A mid terraced house that benefits from UPVC double glazing and gas central heating (not tested). The property is situated in a well established residential location and is ideally situated for access to good road links to both Ferndale and Porth.

#### ACCOMMODATION

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

**First Floor:** 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

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
4

Mount Zion Chapel, Institution Terrace, Ebbw Vale NP23 6DH

**Guide Price £15,000+**



### Former Chapel For Development

#### DESCRIPTION

A detached former chapel which is situated in a well established residential location popular for residents and investors. The property has already benefited from some initial improvement works and would need further renovation.

Situated on the southern fringe of the town and therefore being within easy access of shopping, transport and recreational facilities.

#### Planning:

There is outline planning permission for 3 x 2 bedroom apartments - Application no C/2017/0261

#### ACCOMMODATION

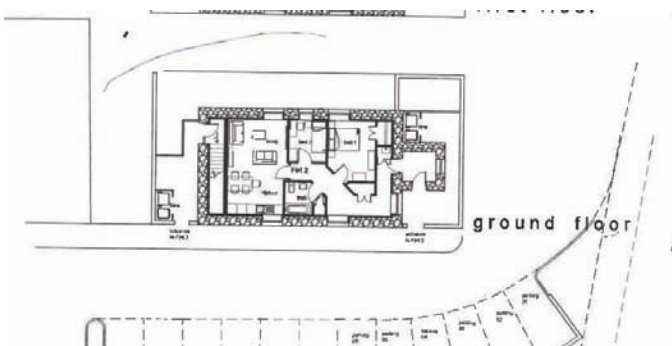
Three floors

**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:** Lanleigh Payne



LOT  
5

13 Pennyfields, Greenmeadow, Cwmbran NP44 4SA

**Guide Price £45,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A modern mid link style property situated in a popular residential location and close to local amenities. The property offers generous accommodation over two floors with partial UPVC double glazing and gas central heating (not tested). The town of Cwmbran has an excellent range of shopping facilities, amenities and is convenient for access to the M4 motorway via good road links.

#### ACCOMMODATION

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

**First Floor:** Landing, 3 bedrooms, bathroom

**Outside:** Rear garden with patio

**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  
6

37 Oak Street, Tonypany CF40 2DT

**Guide Price £20,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A mid terraced, three bedroom, bay fronted house situated in a well established side street popular for residents and investors. The property benefits from UPVC double glazing and occupies a pleasant position with views to front and side and would be an ideal buy to let or renovation project. The town of Tonypany benefits from a good range of amenities, shopping facilities and transport links.

#### ACCOMMODATION

Please note the property has not been inspected internally prior to going to print but we believe it comprises:

**Ground Floor:** Entrance hallway, lounge, kitchen, bathroom

**First Floor:** 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

**Paul Fosh Auctions Contact:** Lanleigh Payne



LOT  
7

47 Oak Street, Tonypandy CF40 2DT  
**Guide Price £29,000+**



## House For Owner Occupation/Investment

### DESCRIPTION

A traditional terraced house with wonderful views to the rear. The property benefits from UPVC double glazing and gas central heating (not tested) and would be ideal for either a first-time buyer or investor. The town of Tonypandy benefits from an excellent range of amenities including shopping facilities, transport links and train station.

### ACCOMMODATION

**Ground Floor:** Entrance hall, lounge, bathroom

**Lower GF:** Kitchen

**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

**Paul Fosh Auctions Contact:** Sean Roper

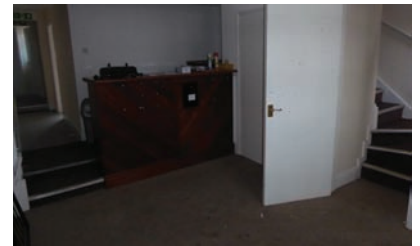
# deposit

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



LOT  
8

2 Market Square, Newent GL18 1PS  
Guide Price £100,000+



## Commercial Opportunity

### DESCRIPTION

The property is a mid-terrace character property comprising three storeys of office accommodation. The property formerly operated as a dental practice and offers potential for conversion to residential subject to the necessary consents. The property benefits from painted/plastered walls, gas central heating (not tested), WC facilities, fluorescent strip lighting and a mix of UPVC and aluminium frame windows. Outside to the rear of the property there is access to a garden.

The property is located in the Market Square in the popular town of Newent, which lies just 10 miles to the north west of Gloucester town centre. Access to the M50 is nearby providing links to Worcester in the north and Bristol in the south.



### ACCOMMODATION

Floor	Area Sq Ft	Area Sq M
Ground	355	33.0
First	259	24.1
Second	150	13.9

**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  
9

34 Greenfield Street, Pontlloftyn, Bargoed CF81 9RH  
Guide Price £37,500+

**Darlow's**



### House For Owner Occupation/Investment

#### DESCRIPTION

An opportunity to acquire a 3 bedroom mid terrace house in need of updating and offering excellent potential. The property is situated in a well established side street which is popular for residents and investors.

The property is situated within close proximity to local amenities, public transport networks and the A465 & A470 which conveniently connect the property to Cardiff and Newport. Pontlloftyn Village offers a range of independent retailers and local family businesses, whilst additionally the house falls in the catchment areas for Pontlloftyn Primary School and Rhymer Comprehensive School.

#### ACCOMMODATION

**Ground Floor:** Lounge, kitchen, shower room, porch

**First Floor:** 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

**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
10

Flat 2 Nant Walla, Heol Y Felin, Rhiwbina, Cardiff CF14 6NT  
Guide Price £85,000+



### Flat for Owner Occupation/Investment

#### DESCRIPTION

A well presented larger than average first floor flat in a very sought after quiet area of Rhiwbina. The property benefits from having recently being redecorated throughout, has 2 double bedrooms and combi boiler (not tested). Set in an ideal location overlooking Heol Llanishen Fach Park to the rear, this would be an ideal purchase for an investor or owner occupation.

#### ACCOMMODATION

**First Floor:** Communal hallway, kitchen/breakfast room, bedroom 1 with fitted floor to ceiling wardrobes, bedroom 2, storage cupboard in hallway, bathroom

**Outside:** Allocated section of garden, off street parking

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
11

7-8 Armoury Terrace, Ebbw Vale NP23 6BD  
**Guide Price £50,000-£60,000**



## Commercial/Residential Opportunity

### DESCRIPTION

The property is a mid-terrace two storey building comprising a mix of commercial and residential accommodation. Formerly two shops, the property has been converted to provide approximately 116.1 Sq m (1,250 Sq ft) of ground floor retail space with a large self-contained three bedroom flat to the first floor. Furthermore, the property offers storage space at lower ground level and outside to the rear there is access to a garden.

The property is situated on Armoury Terrace in the town of Ebbw Vale in close proximity to Ebbw Vale train station. Armoury Terrace connects to Bethcar Street at the northern end where there are a good range of local amenities and shopping facilities. Access to the A465 is nearby providing links to Abergavenny and Merthyr Tydfil.



**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  
12

## Former Band Hall, River Row, Cwm, Ebbw Vale NP23 7TJ

**Guide Price £20,000+**



### Development Opportunity

#### DESCRIPTION

A former band hall with land. This versatile building would be ideal for a number of uses including dance studio, gym or community centre but would also offer scope for redevelopment of the whole site either for houses or flats (subject to necessary planning consent). The village of Cwm lies just south of Ebbw Vale which offers an excellent range of amenities, shopping facilities and the Festival Park shopping outlet.

#### ACCOMMODATION

Floor	Area Sq Ft	Area Sq M
Ground Floor - Main Hall	1,095	101.7
Ground Floor - Kitchen, ladies & gents wcs	135	12.5
Outside - Land to side and rear	10,309	958

**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  
13

## 84 High Street, Tonypandy CF40 2BH

**Guide Price £26,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A two (formerly three) bedroom mid terrace house which is in need of modernisation. The three storey property offers flexible living accommodation and benefits from being situated in a well established residential side street making it an ideal buy to let. Clydach Vale is just off the neighbouring town of Tonypandy and offers direct links to the bypass which leads on to the M4.

#### ACCOMMODATION

**Ground Floor:** Lounge

**Lower Ground Floor:** Reception room, kitchen, WC, shower cubicle

**First Floor:** Bedroom (with en-suite), bedroom 2

**Outside:** Rear garden, hard standing to rear for off road parking

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Lanleigh Payne



LOT  
14

144 Cockett Road, Cockett, Swansea SA2 0FQ  
**Guide Price £90,000+**



### Residential Investment

#### DESCRIPTION

A three-bedroom semi-detached house situated in a popular area of Cockett which benefits from easy access to the M4 motorway, Swansea city centre, out-of-town retail parks and local amenities. The property benefits from UPVC double glazing and gas fired central heating (not tested).

#### ACCOMMODATION

**Ground Floor:** Entrance, hallway with stairs to first floor, lounge with bay window, separate dining room, fitted kitchen, shower room

**First Floor:** Landing, 3 bedrooms, bathroom

**Outside:** Gardens to front and rear with shared front driveway, gardens being laid mainly to lawn with fenced boundaries.

**TENANCIES:** The property is let on an Assured Shorthold Tenancy Agreement at £600 per calendar month (£7,200 per annum)

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Paul Fosh

LOT  
15

Flats 1 & 2 37 Llewellyn Street, Pentre CF41 7BW  
**Guide Price £28,000+**



### Flats For Owner Occupation/Investment

#### DESCRIPTION

An opportunity to acquire a pair of flats. The property is situated in a well established residential location and benefits from a good range of amenities and road links. The property would be ideal for a buy to let investor but requires upgrading internally.

#### ACCOMMODATION

##### Ground Floor:

Flat 1 - Entrance, lounge, inner hallway, bathroom, bedroom, WC, kitchen

##### First Floor:

Flat 2 (with stairs from ground floor) - Entrance hallway, lounge, kitchen, bathroom, 2 bedrooms

**Outside:** Rear garden and yard

**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  
16

Moose Hall, 92 Bryn Terrace, Gorseinon, Swansea SA4 4DE  
**Guide Price £90,000+**



## Former Children's Nursery

### DESCRIPTION

An end of terrace former children's nursery comprising a mixture of open plan space, individual rooms and enclosed outside garden. The property is arranged predominately over ground floor with an office to first floor. The accommodation benefits from suspended ceilings with inset fluorescent strip light panels, UPVC double glazed windows, painted/plastered walls, carpeted floor, kitchen and WC facilities. The property would suit a variety of alternative uses (subject to the necessary consents).

The property is situated on Bryn Terrace in the town of Gorseinon, in close proximity to High Street where there are a good range of local amenities. Swansea city centre is approximately 6 miles to the south east. Access to Junction 47 of the M4 providing links to Cardiff and Bristol in the east is approximately 2 miles to the south 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



LOT  
17

Flat 4, 26 Water Street, Pembroke Dock SA72 6DN  
Guide Price £20,000+



### Apartment For Owner Occupation/Investment

#### DESCRIPTION

A one bedroom second floor apartment offering a good investment opportunity. There is public transport nearby providing easy access to Pembroke Dock with its range of shops, supermarkets, Ferry Port and a wealth of beautiful beaches and countryside.

#### ACCOMMODATION

Please note the property has not been inspected internally by the auctioneers prior to going to print but we believe it comprises:

**Second Floor:** Entrance hall, lounge, dining room, bedroom, shower room, wc, kitchen

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

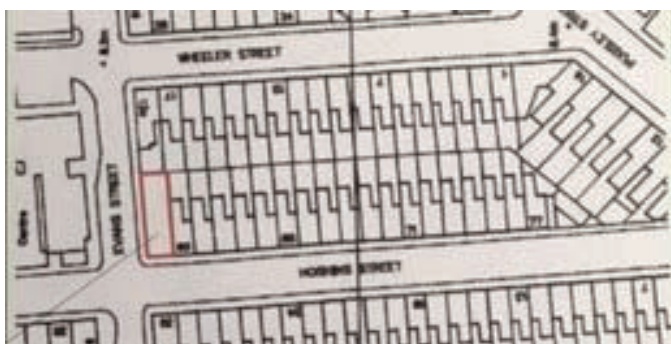
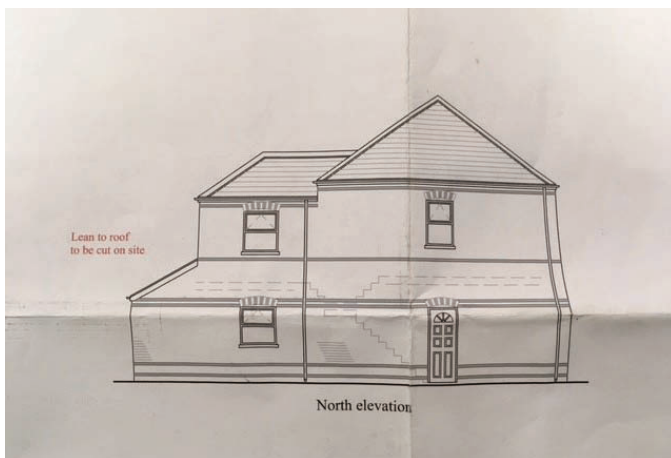
**TENURE:** Advised Leasehold - to be verified by solicitor

**VIEWING CONTACT** Sure Sales & Lettings, 01267 240081

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
18

Plot Adjacent to 60 Hoskins Street, Newport NP20 5LA  
Guide Price £8,000+



### Development Opportunity

#### DESCRIPTION

An opportunity to acquire a plot that occupies a corner position at the end of a row of traditional terraced houses. The site is mainly rectangular in shape and measures approximately 86 Sq m (931 Sq ft) and also runs parallel to Evans Street. The plot would have historically been the site of a house and would be ideal for residential development or change of use (subject to necessary planning consents). The city of Newport has benefited from an excellent range of amenities and shopping facilities including the new Friars Walk shopping centre. The M4 is also easily accessible via good road links.

#### Planning

Drawings and plan information are available 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

**LOT  
19****14-16 Newport Road, Caldicot NP26 4BG****Guide Price £100,000+**

### A3 Retail/Investment Opportunity

#### DESCRIPTION

The property is a detached single storey building providing an A3 licenced retail unit. The property is currently occupied by way of a lease dated 2nd January 2008 for a term of 20 years at a rent of £12,500 per annum. We understand the property provides a floor area of approximately 50.2 Sq m (544 Sq ft).

The property is located on Newport Road, which is the main retail street in the town centre of Caldicot. Other occupiers in the vicinity include Waitrose, Asda, Greggs, Monmouthshire Building Society and St Davids Foundation. Access to the M4 at Junction 23 providing links to Cardiff and Junction 21 providing links to Bristol are nearby.

**TENANCIES:** The property is leased for a term of 20 years from 2nd January 2008 at a rent of £12,500 per annum.

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Matthew Jordan

**LOT  
20****92 East Road, Tylorstown, Ferndale CF43 3DF****Guide Price £27,000+**

### House For Owner Occupation/Investment

#### DESCRIPTION

A mid terraced double fronted house situated in a well-established residential location. The property benefits from UPVC double glazing and gas central heating (not tested) and offers scope to improve further. The towns of Ferndale and Porth are easily accessible and there is a train station in Porth with direct links to Cardiff.

#### ACCOMMODATION

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

**First Floor:** 3 bedrooms, bathroom

**Outside:** Garden to rear 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

**Paul Fosh Auctions Contact:** Sean Roper



**LOT  
21**

**House & Flats at The Eagle, Broad Street, New Radnor, Presteigne LD8 2SN**  
**Guide Price £275,000+**



LOT  
21

House & Flats at The Eagle, Broad Street, New Radnor,  
Presteigne, LD8 2SN **Guide Price £275,000+**



**GWALIA  
PROPERTIES**



## Residential/Investment Opportunity

### DESCRIPTION

A substantial freehold building that comprises a three bedroomed house and five apartments.

This former hotel has benefited from improvement works with some refitted kitchens, bathrooms, UPVC double glazing and electric heating systems (not tested). The property however requires further finishing works and will be ideal for an investor, builder or persons who would like a live-in work opportunity. The property offers various options for the buyer including completion of the building to sell as private dwellings, retained as holiday lets or traditional buy to let investment.

The village of New Radnor is situated in the County of Powys and is surrounded by stunning countryside. The village itself benefits from a good range of amenities including local shop, primary school, village hall and church. The market town of Presteigne is approximately 8 miles away and Knighton approximately 6 miles in distance offering a wider selection of amenities and shops.

### ACCOMMODATION

#### House

**Ground Floor:** Entrance hall, lounge, kitchen, WC

**First Floor:** 3 bedrooms, bathroom

#### Flats

**Ground Floor:** Entrance

Flat 1 - Lounge, kitchen, bedroom, en-suite shower room

Flat 2 - Entrance, lounge/dining room, kitchen, bedroom, shower room/wet room

#### First Floor:

Flat 3 - Entrance hall, lounge, kitchen, bedroom, en-suite

Flat 4 - Entrance hall, lounge, kitchen, bedroom, en-suite

#### Second Floor:

Flat 5 - Landing, entrance hall, lounge/kitchen/dining room, bedroom, shower room with scope for bathroom

**Outside:** Rear garden and side car parking area

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

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

**VIEWING CONTACT:** Gwalia Properties, 01597 825644

**Paul Fosh Auctions Contact:** Sean Roper



LOT  
22

Bungalow to the rear of The Eagle, Broad Street,  
New Radnor, Presteigne LD8 2SN

**Guide Price £45,000+**



## Residential Investment

### DESCRIPTION

A detached one bedroom bungalow which has been upgraded to include refitted kitchen and bathroom. The property is situated in the picturesque village of New Radnor which benefits from a range of local amenities including primary school, church, village hall and shop.

### ACCOMMODATION

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

**Outside:** Courtyard to front

**TENANCIES:** The property is let on an Assured Shorthold Tenancy Agreement at £400 per calendar month (£4,800 per annum).

\* Please be aware that the purchaser of the Former Eagle Hotel will have first option to purchase the bungalow in the auction

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

**VIEWING CONTACT** Gwalia Properties, 01597 825644

**Paul Fosh Auctions Contact:** Sean Roper

# thinking of selling at auction?

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

Call us on **01633 254044** or visit  
**[www.paulfoshauctions.com](http://www.paulfoshauctions.com)**



LOT  
23

130 Commercial Road, Newport NP20 2GW  
Guide Price £75,000+



## Commercial/Residential Opportunity

### DESCRIPTION

A mid terrace three storey mixed use building comprising a retail and office unit at ground floor and three self-contained flats to the upper floors. The property has recently been refurbished and is in excellent order throughout. The retail and office units benefit from painted/plastered walls, fluorescent strip lighting, carpeted floors, kitchen and WC facilities. The residential flats benefit from gas central heating (not tested), a mix of UPVC and wooden frame windows, painted/plastered walls and ceilings and carpeted floors.

The property is situated to the south of Newport city centre and there are a great range of amenities and shopping facilities in the locality.

### ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Ground	Retail	355	33.0
Ground	Office	219	20.3
First Floor	Studio Flat		
First Floor	One Bedroom Flat		
Second Floor	Two Bedroom Flat		

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

**TENURE:** Advised Leasehold subject to a 125 year lease - to be verified by a solicitor

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044



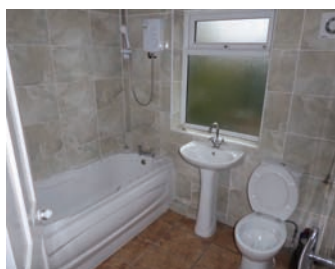
Paul Fosh Auctions Contact: Matthew Jordan



LOT  
24

21 Gaer Park Drive, Newport NP20 3NL  
Guide Price £99,000 +

**DARLOWS**



### House for Owner Occupation/Investment

#### DESCRIPTION

An opportunity to acquire a three bedroom semi detached house situated in this popular residential location. The property benefits from off road parking.

Situated in the sought after west side position close to road communications at Junction 27 off the M4 motorway, Newport railway station and all city centre amenities.

This property is in an ideal location for commuters to Cardiff and Bristol.

#### ACCOMMODATION

**Ground Floor:** Lounge/dining room, kitchen

**First Floor:** 3 bedrooms, bathroom

**Outside:** Front and rear gardens, off road parking

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
25

Flat 8, 68 Marine Road, Pensarn, Abergele LL22 7PS  
Guide Price £35,000+



### Residential Investment

#### DESCRIPTION

A first floor two bedroom flat that has undergone improvement works to comprise redecoration and wet electric heating system. The communal areas of the building have also benefited from decorating and re-carpeting. The property is situated in the seaside town of Pensarn on the north Wales coast which is approximately 7 miles from Colwyn Bay. The property has been licensed by Conwy Council.

#### ACCOMMODATION

Please note the property has not been inspected internally prior to going to print but we believe it to comprise:

**First Floor:** Entrance hall, lounge, kitchen/dining room, 2 bedrooms (one with en-suite), bathroom

**TENANCIES:** The property is let on an Assured Shorthold Tenancy Agreement at £450 per calendar month (£5,400 per annum)

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
26

Flat 6, 68 Marine Road, Pensarn, Abergele LL22 7PS

**Guide Price £35,000+**



## Residential Investment

### DESCRIPTION

A first floor two bedroom flat that has undergone improvement works to comprise redecoration and wet electric heating system. The communal areas of the building have also benefited from decorating and re-carpeting. The property is situated in the seaside town of Pensarn on the north Wales coast which is approximately 7 miles from Colwyn Bay. The property has been licensed by Conwy Council.

### ACCOMMODATION

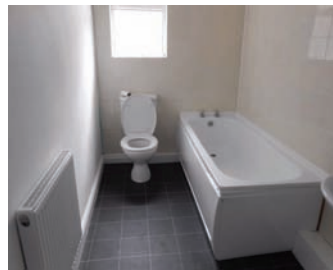
Please note the property has not been inspected internally prior to going to print but we believe it to comprise:

**First Floor:** Entrance hall, lounge, kitchen/dining room, 2 bedrooms (one with en-suite), bathroom

**TENANCIES:** The property is let on an Assured Shorthold Tenancy Agreement at £450 per calendar month (£5,400 per annum)

**TENURE:** Advised Leasehold - to be verified by solicitor (no service charge)

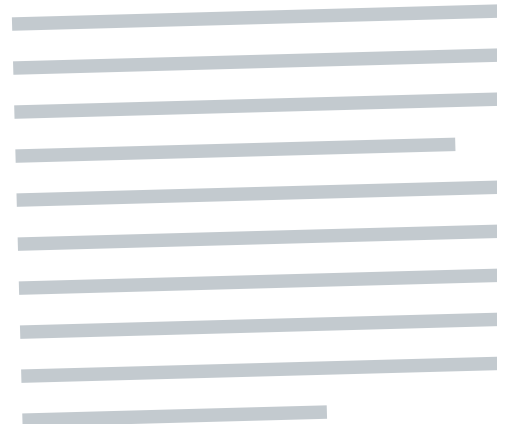
**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Sean Roper

# legal packs

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





LOT  
27

Leominster House, Wellington Road, Llandrindod Wells  
LD1 5NB

**Guide Price £35,000+**



**GWALIA  
PROPERTIES**



## Development Opportunity

### DESCRIPTION

A three storey building that offers excellent potential to develop. The property will be ideal for either conversion to two flats or as a larger dwelling. The property is ideally situated in the historic spa town of Llandrindod Wells with an excellent range of shopping facilities, local amenities and transport links including train station.

### ACCOMMODATION

**Ground Floor:** Former shop area, hallway, kitchen/utility, downstairs WC

**First Floor:** Landing, kitchen, 2 rooms

**Second Floor:** Landing, 3 rooms, bathroom

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

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

**VIEWING CONTACT:** Gwalia Properties, 01597 825644



**Paul Fosh Auctions Contact:** Sean Roper

LOT  
28

30 Byron Street, Roath, Cardiff CF24 3ED  
**Guide Price £76,500**

**Darlows**



### Flat for Investment/Owner Occupation

#### DESCRIPTION

A first floor flat set in the highly sought after area of Roath, which is just on the city centre doorstep. The property would be an ideal long term investment which is very appealing for the rental market. With ease of access to a wealth of amenities and direct access to city centre, this would be an ideal investment. The property benefits from off road parking.

#### ACCOMMODATION

**First Floor:** Bedroom, lounge, kitchen, bathroom

**TENANCIES:** To be sold with vacant possession but was previously let at £525 every 4 weeks.

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
29

Land Fronting, Gellifaelog/Rocky Road, Merthyr Tydfil CF47 9JL  
**Guide Price £2,500+**



### Parcel of Land

#### DESCRIPTION

A parcel of land which is grassed and occupies an elevated position above Rocky Road.

#### ACCOMMODATION

**Planning:** We are not aware of any planning applications in respect of the land however it may offer potential to be incorporated within an existing garden or for use as storage etc (subject to any 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  
30

Former Rheola Works, Glynneath Road, Resolven, Neath SA11 4DP  
**Guide Price £300,000-£350,000**



**Industrial Site / Brownfield Redevelopment Opportunity (Subject to Planning)**

**DESCRIPTION**

The property forms part of the former Rheola Aluminium Works and comprises a level parcel of land extending to approximately 30.5 acres. All buildings on the site have been demolished leaving the concrete base in situ. It is understood that the site benefits from existing planning to include B1, B2 and B8 uses, in accordance with the former use of the site. The Neath Port Talbot County Borough Council Local Development Plan allocates the site for a tourism led regeneration.

In December 2011 an outline planning application was submitted to Neath Port Talbot for a mixed use leisure led scheme to include land forming part of a larger area for the construction of 46 residential units together with a holiday park and leisure facilities (under Application No. P2011/1147). Planning was granted in November 2014, subject to a Section 106 Agreement which has not been completed.

The site is situated just off the B4242 approximately one mile north east of Resolven with nearby access to the A465. The area is semi-rural in nature and the site lies adjacent to the Neath Canal. Access to the M4 at Junction 43 is approximately 9 miles to the south west providing links to Swansea in the south 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:** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Matthew Jordan

LOT  
31

62 Morton Terrace, Tonypany CF40 2DP  
**Guide Price £27,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

An extended end of terrace house that has benefited from upgrading to include UPVC double glazing and gas central heating (not tested) but does offer scope to improve further. The property occupies a pleasant position at the end of a no through road overlooking Hillside. The town of Tonypany has an excellent range of amenities and shopping facilities and train station with direct links to Cardiff.

#### ACCOMMODATION

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

**First Floor:** Landing, 2 bedrooms, bathroom

**Outside:** Rear garden

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
32

13 Oxford Street, Mountain Ash CF45 3PG  
**Guide Price £35,000+**



### Commercial/Residential Opportunity

#### DESCRIPTION

The property is a mid-terrace two storey building comprising a mix of commercial and residential accommodation. The property comprises a ground floor retail unit with first floor ancillary space and a self-contained flat to the first floor, which is in need of complete refurbishment. The retail unit benefits from suspended ceiling with inset fluorescent strip light panels, painted/plastered walls, carpeted floors, kitchen and WC facilities.

The property is situated on Oxford Street in the centre of Mountain Ash in close proximity to Mountain Ash train station. Oxford Street accommodates a mix of both local traders and national retailers and provides nearby access to the A470 providing links to Pontypridd and Cardiff in the south.

**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  
33

39 Woodland Road, Tylorstown, Ferndale CF43 3ND  
**Guide Price £27,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A mid terraced house that benefits from UPVC double glazing and gas central heating (not tested). The property is situated in a well established residential location and is ideally situated for access to good road links to both Ferndale and Porth.

#### ACCOMMODATION

Please note the property has not been inspected internally prior to going to print but we believe it to comprise:

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

**First Floor:** 3 bedrooms, bathroom

**Outside:** Front and rear gardens

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**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  
34

10 Meyrick Street, Pembroke Dock SA72 6UT  
Guide Price £160,000+



## Commercial/Residential Investment Opportunity

### DESCRIPTION

A substantial freehold building comprising four storeys of mixed use accommodation with four self-contained flats, ground and lower ground retail/office unit. The property has recently been refurbished, is in excellent order and receives a high rental demand. The property benefits from a large garden area and garage to the rear with rear lane access.

### ACCOMMODATION

Floor	Rent	Annual Income
Ground Retail/Office		Estimated £6,000 per annum on an AST
Lower Ground Office	Vacant	
One Bed Flat	£350 pcm	£4,200
Two Bed Flat	£425 pcm	£5,100
Two Bed Flat	£425 pcm	£5,100
Three Bed Flat	£525 pcm	£6,300
Total		£26,700 - £29,700

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

**VIEWING CONTACT:** E Lettings, 01646 680887 / 07718 134178

The town of Pembroke Dock is ideally located for access to the Pembrokeshire National Park and the market town of Haverfordwest.

Meyrick Street is located within the town of Pembroke Dock where there are a mix of both local traders and national retailers. Pembroke Dock train station is located within close proximity and access to the A477 is also nearby.

**Paul Fosh Auctions Contact:** Sean Roper



## All Saints Church, Goring Road, Llanelli SA15 3HN

**Guide Price £280,000 to £330,000**



### Development Opportunity

#### DESCRIPTION

An impressive detached Grade II listed stone built church with planning permission for conversion to a total of nine residential units. The scheme proposes to divide the church by creating a mezzanine level and attic space in addition to the existing ground and lower ground floors. The building occupies a generous size plot providing gardens and opportunity for off road parking.

Access to the site is provided off Goring Road via double metal vehicular gates and single metal pedestrian gate. Planning consent was passed by Carmarthenshire County Council on 19 June 2017 under Application No. S/32047. Furthermore, listed building consent was passed on 19 June 2017 under Application No. S/32048.

The property is located within close proximity to Llanelli town centre and it's situation on Goring Road close to the junction with Old Road and Hall Street. Llanelli train station is nearby and access to Junction 48 of the M4 providing links to Swansea and Cardiff approximately 5.5 miles to the south east.

#### ACCOMMODATION

Planning Details:

Floor	Description	Area Sq Ft	Area Sq M
Ground, Mezzanine & Lower Ground	No.1 Two Bed	1,507	140
Ground & Mezzanine	No.2 Two Bed	1,722	160
Ground & Mezzanine	No.3 Two Bed	1,830	170
Ground	No.4 Two Bed	1,184	110
Ground	No.5 One Bed	969	90
Attic Level	No.6 Two Bed	753	70
Attic Level	No.7 Two Bed	861	80
Attic Level	No.8 One Bed	969	90
Mezzanine & Attic Level	No.9 One bed	969	90

**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  
36

## Chalet 174, Park Resort, Kidwelly SA17 5HQ

**Guide Price £10,000+**



### Holiday Chalet

#### DESCRIPTION

A spacious three bedroom chalet with generous accommodation. The chalet is sold with the benefit of the 2018 site fees already paid. Carmarthen Bay Holiday Park is situated in an idyllic location with views over the estuary and the Park Dean resort's complex. The site benefits from a wealth of amenities and an entertainment centre with heated swimming pool, bar and convenience store.

#### ACCOMMODATION

**Ground Floor:** Entrance, lounge/kitchen, bathroom, 3 bedrooms

**Outside:** Patio area

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

**TENURE:** Advised Leasehold - to be verified by solicitor  
Site fees for 2018 have been paid and we are informed this entitles the owner to 6 entertainment passes.

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Sean Roper

LOT  
37

## 4 Lower Alma Terrace, Pontypridd CF37 1NL

**Guide Price £54,000+**



### Cottage for Owner Occupation/Investment

#### DESCRIPTION

A mid terrace, 3 bedroom cottage situated in a well established side street of Treforest. This area is very popular for residential and students for rental. The property requires updating and improvement but benefits from UPVC double glazing and newly installed gas central heating (not tested).

#### ACCOMMODATION

**Ground Floor:** Porch, lounge, kitchen, bathroom

**First Floor:** 3 bedrooms

**Outside:** Rear garden

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

**TENURE:** To be verified by a solicitor

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

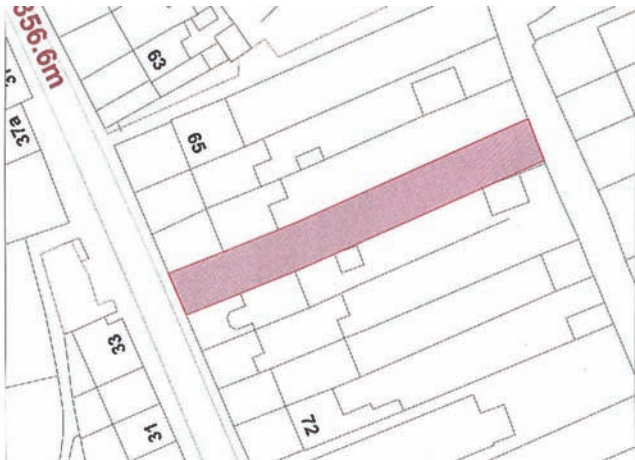
**Paul Fosh Auctions Contact:** Lanleigh Payne



LOT  
38

## Land at 68 Queen Street, Nantyglo, Ebbw Vale NP23 4LW

**Guide Price NIL**



### Land With Potential

#### DESCRIPTION

A parcel of land with road frontage, sat between a row of terraced properties, making it an ideal purchase for development potential (subject to necessary planning consents). Please note there is some Japanese Knotweed to the rear of the land.

Once a prime village in the coal industry, today, the mines have long since closed and the village is now filled with a peaceful and quiet atmosphere. There is a local shop, post office and is surrounded by the towns and villages of Blaina, Brynmawr, Ebbw Vale and Abertillery and is situated close to the A465 Swansea to Abergavenny road.

There are also passenger rail lines at Ebbw Vale and Abertillery which offer regular transfers to Cardiff city centre.

**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:** Lanleigh Payne

LOT  
39

## 6 Grange Lane, Cwmbran NP44 1NF

**Guide Price £58,000+**



### Residential Investment

#### DESCRIPTION

An mid link property situated in a popular residential location. The property is ideally situated for access to Cwmbran town centre with its excellent range of shopping facilities and transport links including train station. The property benefits from UPVC double glazing and gas central (not tested).

#### ACCOMMODATION

Please note no internal inspection was carried out prior to auction but we believe it comprises:

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

**First Floor:** Landing, 3 bedrooms, bathroom

**Outside** Rear garden

**TENANCIES:** The property is let on an Assured Shorthold Tenancy Agreement at £550 per calendar month (£6,600 per annum)

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
40

Ysgol Pontsaen, Pontsian, Llandysul SA44 4UL  
**Guide Price £75,000+**



## Former School

### DESCRIPTION

A detached former junior/infant school situated in the rural village of Pontsian in the county of Ceredigion. The popular seaside town of New Quay is approximately 10 miles to the north west and Aberporth is approximately 16 miles to the west. Access to the A487 is approximately 6 miles to the north west.

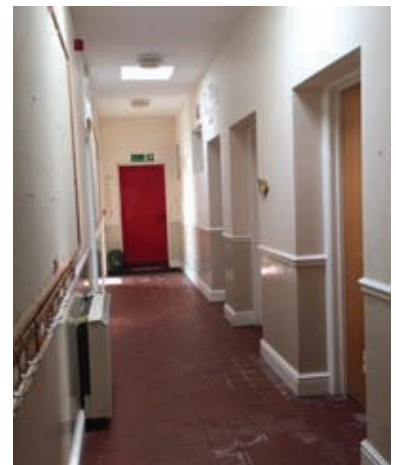
The property comprises a number of rooms and has an approximate floor area of 250 Sq m (2,691 Sq ft), would suit a variety of alternative uses and offers potential for residential conversion/development (subject to necessary planning consents). A floor plan has been drawn up outlining a proposed conversion to a residential bungalow.

Please note the property has not been internally inspected prior to marketing.

**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  
41

Amlwch Post Office, 1 Salem Street, Amlwch LL68 9BP  
**Guide Price £15,000**



**Investment Opportunity**

**DESCRIPTION**

An opportunity to acquire a property comprising ground floor former post office held on approximately 999 year lease. We understand the property has in excess of 1,000 Sq Ft of floor area but requires refurbishment. Amlwch is a town and community on the north tip of the beautiful isle of Anglesey with amazing coastline and scenic walking routes for avid ramblers. The town offers an array of facilities including shops, cafes, bars and schools.

**ACCOMMODATION**

Please note no internal inspection has been carried out prior to going to print.

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
42

35 The Courtlands, Greenmeadow, Cwmbran NP44 4SS  
**Guide Price £55,000+**



**House For Owner Occupation/Investment**

**DESCRIPTION**

A spacious end link property with good-sized accommodation over two floors. The property is situated in a popular residential location and would be ideal for either homeowner or a landlord for buy to let. The property is also conveniently located for access to Cwmbran town centre with its excellent range of shopping facilities including David Evans.

**ACCOMMODATION**

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

**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



**Paul Fosh Auctions Contact:** Sean Roper

LOT  
43

1 James Street, Tonypany CF40 1TS  
**Guide Price £68,000+**



**House For Owner Occupation/Investment**

**DESCRIPTION**

A traditional end of terrace house with stone and brick elevations to the front. The property has been upgraded and benefits from UPVC double glazing, gas central heating (not tested) and has external wall insulation to the rear. There is also a refitted kitchen and bathroom. The house is situated in a very popular residential location for both homeowners and investors and there are a good range of local amenities, shopping facilities and good road links to Tonypany, Porth and Pontypridd.

**ACCOMMODATION**

**Ground Floor:** Entrance hall, lounge, bathroom, kitchen

**First Floor:** Landing, 3 bedrooms

**Outside:** Garden with decking area and pedestrian side access

**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  
44

3 Plots At Howard Street, Tonypany CF40 2BP  
**Guide Price £25,000+**



**Development Opportunity**

**DESCRIPTION**

An opportunity to acquire a plot of land with planning for three dwellings. The site is mainly level and rectangular in shape and there is a former storage unit currently on the land. The site benefits from wonderful views across the valley and is in easy reach of the Clydach Vale Countryside Park. The town of Tonypany benefits from an excellent range of amenities, shopping facilities and a train station with direct links to Cardiff.

**ACCOMMODATION**

Full details of architects drawings will be available for inspection at the auctioneer's office.

**Planning:**

Planning ref: 17/1082/10

**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  
45**

**Plot 6, Greenfield Terrace, Penydarren, Merthyr Tydfil CF47 9HN**  
**Guide Price Nil Reserve**



**Plot With Potential**

**DESCRIPTION**

A plot with road frontage situated in a popular residential location which should offer potential for either residential development or change of use (subject to necessary planning consent). The plot is situated close to the local primary school and has a good range of local amenities, road links to Merthyr Tydfil town centre and the A465 Heads of the Valley trunk road.

**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  
46**

**Plot 7, Greenfield Terrace, Penydarren, Merthyr Tydfil CF47 8HN**  
**Guide Price Nil Reserve**



**Plot With Potential**

**DESCRIPTION**

A plot with road frontage situated in a popular residential location which should offer potential for either residential development or change of use (subject to necessary planning consent). The plot is situated close to the local primary school and has a good range of local amenities, road links to Merthyr Tydfil town centre and the A465 Heads of the Valley trunk road.

**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  
47**

**Plot 8, Greenfield Terrace, Penydarren, Merthyr Tydfil CF47 9HN**  
**Guide Price Nil Reserve**



**Plot With Potential**

**DESCRIPTION**

A plot with road frontage situated in a popular residential location which should offer potential for either residential development or change of use (subject to necessary planning consent). The plot is situated close to the local primary school and has a good range of local amenities, road links to Merthyr Tydfil town centre and the A465 Heads of the Valley trunk road.

**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  
48**

**Plot 9, Greenfield Terrace, Penydarren, Merthyr Tydfil CF47 9HN**  
**Guide Price Nil Reserve**



**Plot With Potential**

**DESCRIPTION**

A plot with road frontage situated in a popular residential location which should offer potential for either residential development or change of use (subject to necessary planning consent). The plot is situated close to the local primary school and has a good range of local amenities, road links to Merthyr Tydfil town centre and the A465 Heads of the Valley trunk road.

**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  
49

60-61 Windsor Road, Griffithstown, Pontypool NP4 5HY  
Guide Price £69,000+

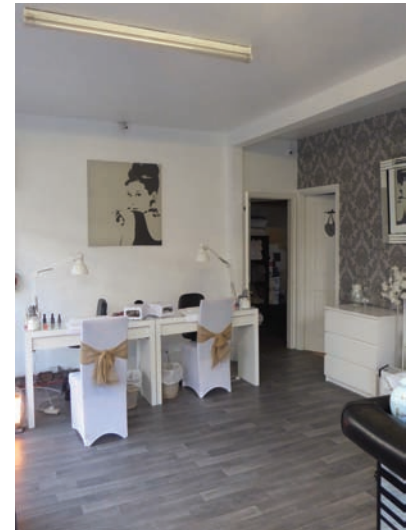


## Commercial Investment Opportunity

### DESCRIPTION

A freehold commercial property investment comprising three self-contained retail units at ground and lower ground level. The property is fully tenanted and provides an excellent investment opportunity in the popular village location of Griffithstown. The property benefits from UPVC double glazing, fluorescent strip lighting and painted/plastered walls.

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, The Village Bakery and Café 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 to the south.



### ACCOMMODATION

Floor	Rent	Annual Income
Ground Floor	The Computer Shop (occupying on a renewal 3 year lease)	£3,600
Ground Floor	Leanne's Beauty Boutique (holding over on a monthly tenancy)	£6,000
Lower Ground	Cobblers Shop (occupying on a monthly tenancy)	£1,820
Total		£11,420

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

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Matthew Jordan

LOT  
50

11 Graig Street, Pontygwaith, Ferndale CF43 3LY  
Guide Price £40,000+



## House For Owner Occupation/Investment

### DESCRIPTION

A traditional mid terraced house with stone and brick elevations to the front and has been extended to the rear. The property benefits from UPVC double glazing, gas central heating (not tested) and has hot water solar panels. The village of Pontygwaith benefits from a good range of amenities and offers excellent road links to both of Ferndale and Pontypridd.

### ACCOMMODATION

**Ground Floor:** Lounge, bathroom, kitchen

**First Floor:** 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

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
51

Former HSBC Bank, Dinorben Square, Amlwch LL68 9AH  
Guide Price £85,000+



## Former Banking Hall and Offices

### DESCRIPTION

The property is a freehold three storey former bank arranged over ground, first and second floors and offers a number of potential redevelopment opportunities subject to the necessary consents. The property is located in the town of Amlwch, situated on the north coast of the Isle of Anglesey with easy access onto the A5025 which provides links to Holyhead and the Menai Bridge. Other neighbouring occupiers include Y Crystyn Aur, Siop Blakes Shop, the Post Office and The Mariner Public House.

### ACCOMMODATION

Floor	Area Sq Ft	Area Sq M
Ground	1,082	100.5
First	720	66.9
Second	991	92.0
Total	2,793	259.4

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

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

**VIEWING CONTACT** Mon Properties - 01407 832772

**Paul Fosh Auctions Contact:** Matthew Jordan





LOT  
52

48 East Road, Tylorstown, Ferndale CF43 3DD  
**Guide Price £32,000+**



### House For Owner Occupation/Investment

#### DESCRIPTION

A double fronted mid terraced house with stone elevations to the front. The property has benefited from UPVC double glazing and gas central heating (not tested), re plastered walls and redecoration but offers scope to improve further. The property would be ideal for either buy to let or potential upgrade and resale and is convenient for access to either Ferndale or Porth.

#### ACCOMMODATION

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

**First Floor:** Landing, 2 bedrooms

**Outside:** Forecourt, rear yard and elevated 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:** Sean Roper

LOT  
53

23 & 23a Station Street, Treherbert, Treorchy CF42 5HT  
**Guide Price £54,000+**



### Flats For Owner Occupation/Investment

#### DESCRIPTION

An opportunity to acquire two spacious flats situated in a popular residential location. The property benefits from gas central heating (not tested) but requires upgrading and would be ideal for a buy to let investor, providing two incomes. Treherbert is situated just north of the bustling town of Treorchy and there is a railway station with direct links to Cardiff within walking distance.

#### ACCOMMODATION

**Ground Floor: Flat 1:** Entrance, lounge, bedroom

**Lower GF:** Kitchen/dining room, bathroom

**Ground Floor: Flat 2:** Entrance, stairs to first floor,

**First Floor:** Lounge, kitchen, bathroom

**Second Floor:** Bedroom

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

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

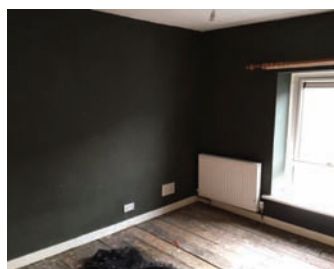
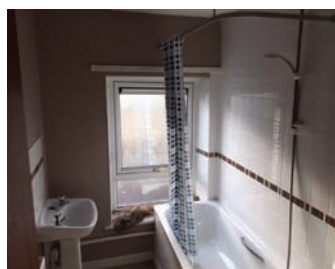
**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

LOT  
54

117 Court Street, Tonypanydy CF40 2RN

**Guide Price £40,000+**



## House For Owner Occupation/Investment

### DESCRIPTION

A mid terraced house which has benefited from upgrading to include UPVC double glazing and gas central heating (not tested) and offers scope to improve internally with a possibility to extend (subject to necessary planning consents). The property is situated for convenient access to Tonypanydy town centre, local amenities and has good road links to Cardiff.

### ACCOMMODATION

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

**First Floor:** 2 bedrooms, bathroom

**Outside:** Rear garden and yard

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

# guide prices

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

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

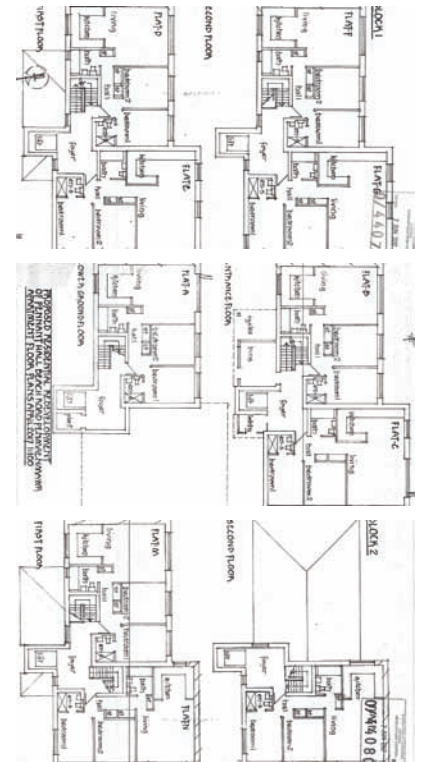
**Please note** that guide prices are set before the catalogue goes to print and reserve prices are normally set just a few days before the auction. On this basis, the auctioneers and their clients reserve the right to alter both guide prices and reserve prices at any time.





LOT  
55

Pennant Hall, Beach Road, Penmaenmawr LL34 6AY  
Guide Price £325,000+



## Residential Development Opportunity

### DESCRIPTION

A substantial three storey building located in the coastal village of Penmaenmawr. The property currently operates as a hotel and leisure business comprising 10 en-suite bedrooms and is set within its own grounds with two allocated parking areas. Outline planning has been granted for the demolition of the existing building and redevelopment for a residential scheme comprising 14 two bedroom apartments built within 2 four storey purpose built apartment blocks. Furthermore, plans have been provided indicating there is potential to develop two semi detached houses within the grounds subject to the necessary planning consents.

The property is situated on Beach Road in Penmaenmawr within close proximity to Penmaenmawr train station and Bangor Road where there are a good range of local amenities and shopping facilities. Access to the A55 is nearby which provides links to Anglesey in the west and Colwyn Bay in the east.

Planning consent was passed by Conwy County Borough Council on 27th October 2017 under Application No. 0/44079.

### ACCOMMODATION

**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  
56

5 Snatchwood Road, Abersychan, Pontypool NP4 7BT  
**Guide Price £20,000-£25,000**

**Linnells**  
PROPERTY CONSULTANTS  
01633 212266  
www.linnellsproperty.co.uk



## Retail Opportunity

### DESCRIPTION

The property is a three storey end of terrace brick and stone built retail unit situated in the village of Abersychan. The property benefits from an A1 planning consent and comprises an open retail area to the ground floor and ancillary storage and wc to the first floor. The property provides a total floor area of approximately 81.4 Sq m (877 Sq ft) and offers a number of potential redevelopment opportunities subject to the necessary consents.

There is a basement flat which has been sold by way of a long leasehold subject to a 99 year lease from 1st July 1982.

The property is situated in a prominent position fronting the A4043 (Snatchwood Road), which provides links to Blaenavon in the north and Pontypool in the south. Access to the A4042 is nearby providing links to the M4 Motorway.

**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  
57

78 Maddox Street, Tonypandy CF40 2RR  
**Guide Price £36,000 +**

**Darlows**



## House For Owner Occupation/Investment

### DESCRIPTION

A two (formerly three) bedroom mid terrace house situated in a popular location for both homeowners and investors alike. The property benefits from being part modernised and would require further improvements. The property has UPVC double glazing and gas central heating (not tested). The village of Clydach Vale is ideally situated to the neighbouring town Tonypandy and has convenient road links to the M4 motorway via the A4119

### ACCOMMODATION

**Ground Floor:** 2 reception rooms, kitchen, bathroom, storage space

**First Floor:** 2 bedrooms

**Outside:** Rear garden

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

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

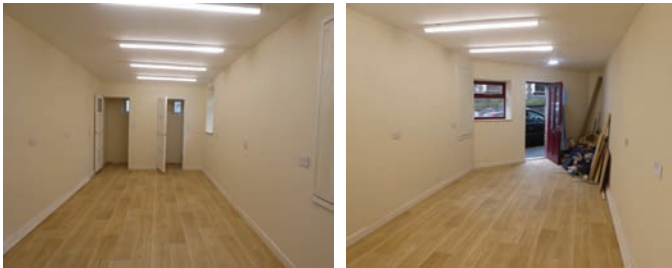
**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Lanleigh Payne



LOT  
58

140 Hendrecafn Road, Tonypany CF40 1LL  
**Guide Price £20,000+**



### Office/Retail Opportunity

#### DESCRIPTION

The property is a single storey retail/office unit with A1 planning consent and offers accommodation of approximately 23.4 Sq m (252 Sq ft). The property, formerly a public convenience has been converted to a good standard and comprises a main customer area and wc to the rear. The building benefits from a new fibre glass roof with insulation, quality vinyl flooring, double glazed windows, smooth plastered walls and ceilings and the property has also been rewired.

The property is located on Hendrecafn Road, which is predominantly a residential area and close to Penygraig Infants School. The property is close to the junction with Tylacelyn Road and is in close proximity to Tonypany train station. Tonypany town centre is approximately 0.5 miles to the north west.

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

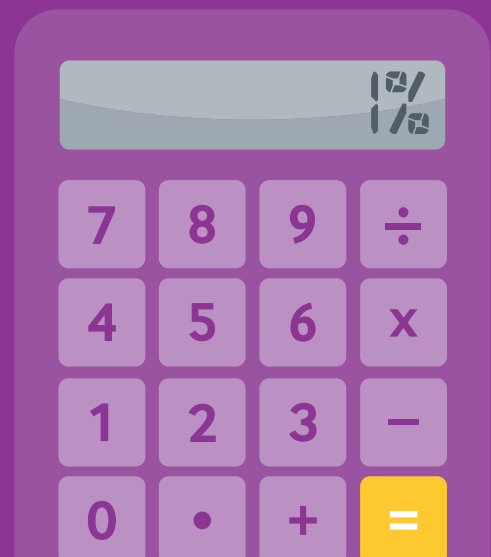
**TENURE:** Advised Freehold - to be verified by solicitor

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Matthew Jordan

# 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.



LOT  
59

## Former Phillips Homes, 114 Dunraven Street, Tonypany CF40 1AS

**Guide Price £55,000 +**



### Retail Unit

#### DESCRIPTION

A substantial retail unit in the heart of Tonypany town centre. The property offers spacious flexible commercial accommodation over three floors which could have a variety of uses, with a possibility of sub letting.

The property benefits from gas central heating (not tested) and off road parking for approximately five cars.

#### ACCOMMODATION

All net internal measurements are approximate:

Floor	Area Sq Ft	Area Sq M
Ground Floor (Shop Area)	740.9	68.4
Ground Floor (office area within shop)	85	7.6
First Floor (open office space)	497	45.7
First floor (office)	497	45.7
Second Floor (landing area)	297.5	27.5
Second Floor (office)	131	12
Second Floor (office 2)	135.9	12.5
Totals	2,384.3	219.4

**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  
60

The Garage at Hillside, (North East side of Stradey Road),  
Furnace, Llanelli SA15 4ES  
**Guide Price £27,000+**



### Development Opportunity

#### DESCRIPTION

An opportunity to acquire a plot of land which occupies a corner position at the end of a row of traditional terraced houses. The plot is rectangular in shape with fronting on to Stradey Road and is located in the popular village of Furnace close to Llanelli town centre as well as local amenities, school and college.

**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:** Lanleigh Payne

LOT  
61

10 Francis Street, Tonypandy CF40 2DX  
**Guide Price £35,000+**



### Investment Opportunity

#### DESCRIPTION

A mid terraced three bedroom property situated in a well established side street popular for both homeowners and investors. The property requires some upgrading for improvement. The property has just had full UPVC double glazing and benefits from gas central heating (not tested).

Pursuant to the Estate Agent's Act 1979 we must advise all interested parties that the seller of this property is related to a member of Paul Fosh Auctions staff.

#### ACCOMMODATION

**Ground Floor:** Hallway, lounge, kitchen, bathroom

**First Floor:** 3 bedrooms

**Outside:** Rear garden with rear lane access

**TENANCIES:** The property was previously let at £425 per calendar month (£5,100 per annum) but now being sold with vacant possession

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
62

Yard to the Rear of Forge Cottages, Western Industrial  
Estate, Ponthir Road, Caerleon, Newport NP18 3NX  
**Guide Price £45,000+**



### Commercial Storage Yard

#### DESCRIPTION

An opportunity to acquire a secure yard currently used for storage. The yard is rectangular in shape and measures approximately 125ft by 25ft and benefits from two storage units. Vehicular access is provided via double metal gates to the front. Although currently used for storage the yard offers potential for alternative uses (subject to planning).

The yard is situated on Western Industrial Estate off Ponthir Road on the edge of Caerleon. Newport city centre is approximately 4.5 miles to the south west and Cwmbran Town Centre is approximately 4.5 miles to the north west. Access to the M4 is gained via Junctions 25 and 26, which provides links into Cardiff in the west and Bristol in the 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

# deposit

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





LOT  
63

2 Station Road, Pontrhydyfen, Port Talbot SA12 9SG  
Guide Price £73,000+



### House for Owner Occupation/Investment/Business Opportunity

#### DESCRIPTION

A detached house with planning for extensions left and right of the existing dwelling. This property would be a great buy for a builder requiring a project or an owner occupier. Pontrhydyfen is a small village in the Afan Valley Neath. The detached cottage is situated on a road that meets the Rhyslyn Walking Trail, which follows the wide flat route of the old railway lines - 14 miles of disused railway and forest road linking the communities of Pontrhyfyen with Blaengwynfi and Glynccorwg. The old Cynonville station has been converted to a shelter and barbecue and many benches and picnic tables along the route offer opportunities to stop and enjoy the view. It is popular with walkers and cyclists nationally and globally. There are only 5 houses stretched along the road. The plot is 33 metres wide and offers beautiful views over the Aqueduct and Pontrhydyfen, it has potential to be transformed into a home, holiday home or would be an ideal holiday let.

#### ACCOMMODATION

**Ground Floor:** Potentially lounge, dining room/reception room, kitchen, wc, study

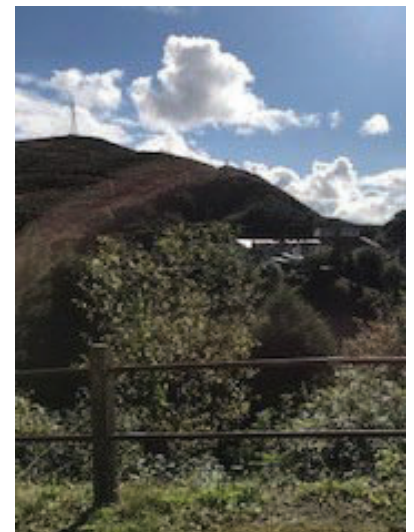
**First Floor:** Potentially 3 bedrooms (1 with en-suite), bathroom

**Outside:** Front, side and rear gardens

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

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

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044



**Paul Fosh Auctions Contact:** Lanleigh Payne

LOT  
64

30 Intermediate Road, Brynmawr, Ebbw Vale NP23 4SF  
**Guide Price £40,000+**



## House For Owner Occupation/Investment

### DESCRIPTION

A double fronted mid terraced house that has benefited from UPVC double glazing and gas central heating (not tested). The property has previously been let and enjoyed good occupancy levels. The town of Brynmawr benefits from an excellent range of shopping facilities and amenities and the property itself is just a few hundred yards away from access to the A465 Heads of The Valleys trunk road leading to Abergavenny and Merthyr Tydfil.

### ACCOMMODATION

**Ground Floor:** Entrance, lounge, kitchen

**First Floor:** Landing, 2 bedrooms, bathroom

**Outside:** Shared garden

**TENANCIES:** The property is being sold with vacant possession but was previously let at £375 per calendar month (£4,500 per annum)

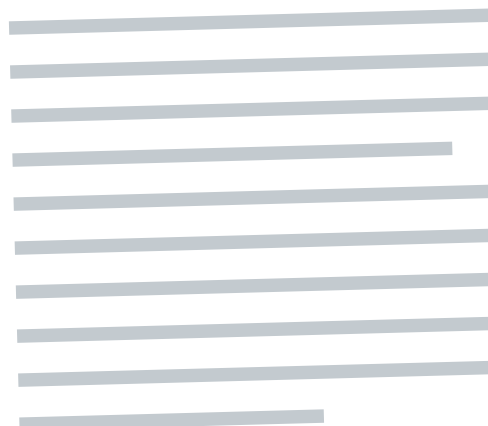
**TENURE:** Advised Freehold - to be verified by solicitor

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper

# legal packs

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





LOT  
65

6 Wind Street, Ammanford SA18 3DR  
Guide Price £90,000+



## Commercial Building

### DESCRIPTION

The property is a four storey commercial building, which previously operated as a café. The first and second floors provide a number of offices and the loft has been converted to provide additional space. The retail space is accessed via a shop front off Wind Street and the first and second floor offices are accessed via an entrance to the rear at first floor level. The accommodation benefits from plastered and painted walls, air conditioning, suspended ceilings with inset light panels, gas central heating and kitchen and wc facilities. The property would suit a range of uses, or alternatively the upper floors would suit conversion to residential subject to the necessary consents.

The property is located on Wind Street in Ammanford town centre situated in close proximity to the junction with High Street. Access to the M4 is approximately 5 miles south west via the A483 providing links to Swansea and Cardiff in the south east.



### ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Ground	Retail	419	38.9
First Floor	Office	382	35.51
Second Floor	Office	539	50.1

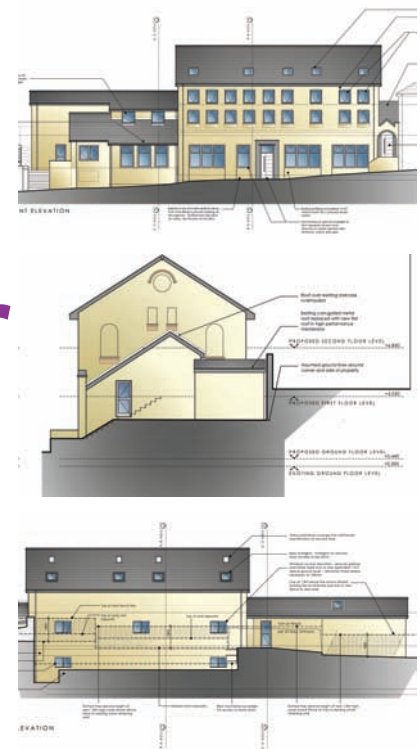
**TENANCIES:** To be sold with vacant possession

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

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Matthew Jordan

Bethesda Brasserie, Bethesda Street, Merthyr Tydfil CF47 8PY  
Guide Price £95,000+



## Residential Development Opportunity

### DESCRIPTION

A substantial freehold building within close proximity to Merthyr Tydfil town centre, offering an excellent development opportunity. The former licensed property has full planning for a residential conversion scheme comprising eight large flats over ground, first and second floors which would be suitable for either Private or Social Housing. The property is situated on Bethesda Street in Merthyr Tydfil, within close proximity to the Civic Centre, Merthyr College, main train and bus stations, Cyfarthfa Retail Park and the new Trago Mills.

### ACCOMMODATION

Floor	Description	Area Sq Ft	Area Sq M
Ground	Flat 1: Two Bed	693	64.4
Ground	Flat 2: One Bed	617	57.3
Ground	Flat 3: One Bed	784	72.8
First	Flat 4: One Bed	653	60.7
First	Flat 5: Two Bed	649	60.3
First	Flat 6: Two Bed	578	53.7
Second	Flat 7: Two Bed	774	71.9
Second	Flat 8: Two Bed	659	61.2
Totals		5,407	502.3

We understand the development would meet criteria of Houses for Homes interest free development finance via the Local Authority (We advise own enquiries would need to be made).

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

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

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044

The nearby A470 provides access to the M4 at Junction 32 providing links to Cardiff and the South East. The A465 Heads of the Valley Road is also in close proximity.

Planning consent was passed by Merthyr Tydfil County Borough Council on 12th October 2017 under Application No. P/17/0201. Full plans are available on the Paul Fosh website or via Merthyr Planning Department/Portal.

**Paul Fosh Auctions Contact:** Matthew Jordan



LOT  
67

40-42 Hanbury Road, Bargoed CF81 8QU  
Guide Price £50,000-£70,000



## Town Centre Commercial Investment

### DESCRIPTION

An opportunity to acquire a fully let commercial building situated in a central position on Hanbury Road in the town of Bargoed. The property is situated in the heart of the town centre positioned directly adjacent to the Lowry Plaza retail development with tenants including Subway, Greggs and Poundworld. The property comprises three terraced period buildings with ground floor retail, office space and eight self-contained flats above.

Bargoed town centre has undergone significant regeneration in recent years including a Morrisons supermarket, new road network and public space schemes. The town is located around seven miles north of Caerphilly and three miles north west of Blackwood. Bargoed also benefits from train and bus stations with services to Cardiff.

### ACCOMMODATION

Please note that the auctioneers have not inspected the property prior to going to print. We have been provided with the following approximate Net Internal Areas:-

Unit	Size (Sq Ft)	Size (Sq M)	Tenant	Lease Details	Rental
40	539	50.1	Ladbrokes	Lease expiring 2023 with rent reviews.	£4,900
41a-42	3,535	328.4	Citizens Advice Bureau	New lease from October 2016 for 3 years with tenant breaks.	£27,000
Eight leasehold flats	N/A	N/A	N/A	The upper parts have been disposed of by way of a long leasehold.	
Total	4,074	378.5			£31,900

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

**VIEWING CONTACT:** Paul Fosh Auctions, 01633 254 044

Paul Fosh Auctions Contact: Matthew Jordan

LOT  
68

The Ancient Welsh Historical Title of, The Lordship of the  
Manor of Walton, Shropshire  
**Guide Price £3,500+**



**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 Walton after their name. The title can be used on all official documentation including passport, driving licence and other legal documentation.

**Paul Fosh Auctions Contact:** Paul Fosh

LOT  
69

1 Cardiff Road, Aberdare CF44 7HH  
**Guide Price £32,000+**



**House For Owner Occupation/Investment**

**DESCRIPTION**

An end of terrace house with garden to the side. The property is situated in an excellent position for access to Aberdare town centre and its wide range of shopping facilities, transport links, the local hospital and schools. The property recently benefited from decoration, modern fitted kitchen, shower room, gas central heating (not tested) and UPVC double glazing.

**ACCOMMODATION**

**Ground Floor:** Entrance hallway, lounge

**Lower GF:** Kitchen/breakfast room, shower room/WC

**First Floor:** Landing, 2 bedrooms

**Outside:** Rear and side garden

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

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper



LOT  
70

Land to the rear of 2-18 Kingsley Place, Senghenydd,  
Caerphilly CF83 4HD  
**Guide Price £44,000+**

**BRINSONS**  
CHARTERED SURVEYORS



## Residential Development Opportunity

### DESCRIPTION

Development land with outline planning consent for residential development under Application No. 16/0189/NCC. The site extends to circa 0.25 of an acre and an indicative scheme has been prepared which shows four 3 bedroom semi detached houses.

The site has good road connections with easy access to the A469 and A470 which provide links to the M4 at Junction 32 in the south.

**Planning:** Outline planning consent for residential development under Application No. 16/0189/NCC.

**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  
71

63 Park Street, Penrhiwceiber, Mountain Ash CF45 3YW  
**Guide Price £38,000+**

**PROPERTY**  
ESTATE AGENTS, PROPERTY MANAGEMENT & LETTINGS



## Residential Investment

### DESCRIPTION

A spacious four bedroom property that is currently let on a shared occupancy basis to two tenants. The property has benefited from improvement works to include re-plastered walls and ceiling, UPVC double glazing, gas central heating (not tested), refitted kitchen and bathroom. The property is situated in a well established residential location within easy reach of local amenities and train station. The nearby town of Aberdare benefits from a wider selection of shopping facilities and transport links.

### ACCOMMODATION

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

**First Floor:** 4 bedrooms

**Outside@:** Forecourt and rear garden

**TENANCIES:** Let on an Assured Shorthold Tenancy with each tenant paying £60 per week £480 per calendar month (£5,760 per annum)

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

**VIEWING CONTACT** Paul Fosh Auctions, 01633 254 044

**Paul Fosh Auctions Contact:** Sean Roper



Newport Printing Co. Ltd.

*Providing quality design and print locally  
and nationally since 1914*

*The complete design  
and print solution*

**t: 01633 270075**

**f: 01633 270100**

**e: sales@newportprinting.co.uk**

**w: www.newportprinting.co.uk**

**essential**  
information group

The auction insight tool  
used by professionals

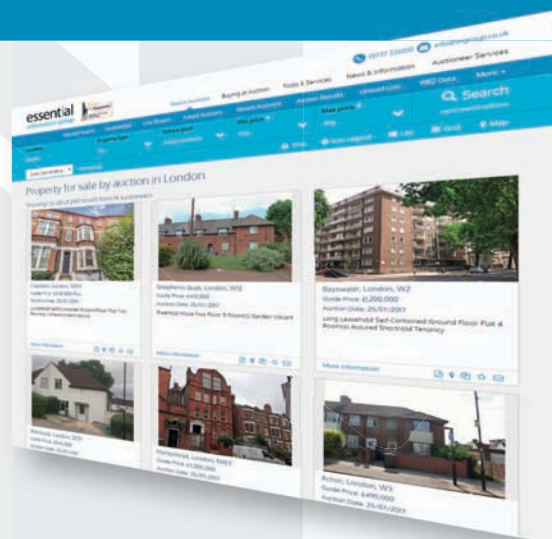
## WHY USE EIG?

### OUR website offers..

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

### We give YOU...

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



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

*The property auction specialists*

01737 226150

info@eigroup.co.uk

www.eigpropertyauctions.co.uk









# Bristol

Tuesday 13 February, 5:00pm



buyer's  
please note...

# proof of identity



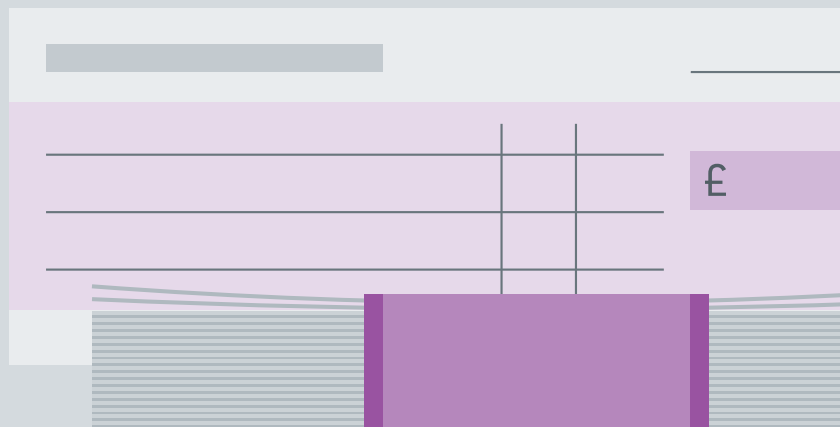
Due to changes in the Anti-Money Laundering regulations anyone wishing to bid on any property will be required to register, at no cost, prior to the sale in the room and produce two forms of the following identification:

- **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.**



complimentary  
parking available

# auction details



**The Holiday Inn**  
**Tuesday 13 February 2018**  
**5.00pm**

Filton Road, Bristol, BS16 1QX  
Tel: 0871 9429 014





# Order of sale

Residential

Commercial

Lot	Property Address
1	4 Newport Terrace, Barnstaple
2	2 Newport Terrace, Barnstaple
3	Block Of Garages, Rear Of 4 Newport Terrace, Barnstaple
4	Heywood House, South Street, Great Torrington
5	59 Clevedon Road, Weston-Super-Mare
6	The Ancient Welsh Historical Title Of The Lordship Of The Manor Of Bunnewiston, Shropshire

LOT  
1

4 Newport Terrace, Barnstaple EX32 9BB

Guide Price £200,000+



## Residential Investment Opportunity

### DESCRIPTION

A substantial Grade II listed mid terraced period property, currently arranged as 9 residential units. The property is now in need of improvement and modernisation.

### ACCOMMODATION

**Lower Ground:** Two 1 bedroom flats sharing a separate entrance from the rear of the property.

**Ground, First & Second Floors:** One 2 bedroom flat. Four 1 bedroom flats, 2 bedsits.

**Outside:** Small yard

Please note that it has not been possible to inspect the whole of the property in order to verify the above.

**Important Note:** Bidders for this lot will be required to pay the deposit by banker's draft or transfer cleared funds to the auctioneers in advance of the auction to cover the amount of the deposit. Cheques or cards cannot be accepted.

**TENANCIES:** Further details are available on request.

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

**VIEWING CONTACT** Jay Ridsdale, Bristol, 0117 370 0139

**Paul Fosh Auctions Contact:** Jay Ridsdale, 0117 370 0139

LOT  
2

2 Newport Terrace, Barnstaple EX32 9BB

Guide Price £140,000+



## Residential Investment Opportunity

### DESCRIPTION

A Grade II listed mid terraced period property which is currently configured to provide three flats. The property is now in need of improvement and modernisation.

### ACCOMMODATION

**Ground Floor:** One bedroom flat

**Lower Ground Floor:** Two bedroom flat with private entrance to the rear

**First and Second Floors:** Three bedroom flat

**Outside:** Small year yard

Please note that it has not been possible to inspect the whole of the property in order to verify the above.

**Important Note:** Bidders for this lot will be required to pay the deposit by banker's draft or transfer cleared funds to the auctioneers in advance of the auction to cover the amount of the deposit. Cheques or cards cannot be accepted.

**TENANCIES:** Further details are available on request

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

**VIEWING CONTACT** Jay Ridsdale, Bristol, 0117 370 0139

**Paul Fosh Auctions Contact:** Jay Ridsdale, 0117 370 0139



LOT  
3

## Block of Garages, Rear Of 4 Newport Terrace, Barnstaple EX32 9BB

**Guide Price £40,000+**



### Investment Opportunity

#### DESCRIPTION

An opportunity to acquire 9 lock up garages to the rear of 4 Newport Terrace in Barnstaple. The garages are arranged within two blocks, at right angles to each other and are accessed via a lane leading from Newport Road.

The garages have not been inspected internally prior to going to print.

**Important Note:** Bidders for this lot will be required to pay the deposit by banker's draft or transfer cleared funds to the auctioneers in advance of the auction to cover the amount of the deposit. Cheques or cards cannot be accepted.

**TENANCIES:** Further details are available on request

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

**VIEWING CONTACT** Jay Ridsdale, Bristol, 0117 370 0139

**Paul Fosh Auctions Contact:** Jay Ridsdale, 0117 370 0139

# thinking of selling at auction?

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

Call us on **01633 254044** or visit  
**[www.paulfoshauctions.com](http://www.paulfoshauctions.com)**



LOT  
4

## Heywood House, South Street, Great Torrington EX38 8HF

**Guide Price £105,000+**



### Income Producing, Commercial Investment Opportunity

#### DESCRIPTION

An opportunity to acquire a prominent, three storey, corner building which comprises of four retail units beneath residential upper parts.

The property is centrally located at the junction of High Street and South Street in the main square of the market town of Great Torrington in North Devon, approximately 7 miles from Bideford and 11 miles from Barnstaple.

#### ACCOMMODATION

Accommodation and Tenancy Schedule

Unit	Size (Sq Ft)	Size (Sq M)	Tenant	Lease Details	Rental
16 High Street	618	57.4	Ground Floor Retail-Totally Toytastic	N/A	£6,000*
14 High Street	248	23	Ground Floor Retail-Torrington Jewellers	TBC	£3,940
5 South Street	255	23.7	Ground Retail-Wildwood & Willow	TBC	£2,925
7 South Street	217	20.2	Ground Retail-Vaperzden	TBC	£2,950
Total Gross	1,338	124.3			£15,815*

Note: Areas are approximate gross internal for general guidance only. The accommodation has not been inspected internally or measured by the auctioneers. \*From 1st February 2018.

The upper floors comprise of 6 flats which have been disposed of by way of a long leasehold interest.

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

**VIEWING CONTACT:** Jay Ridsdale, Bristol, 0117 370 0139

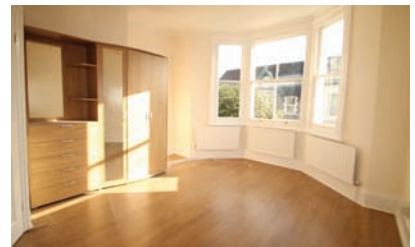
**Paul Fosh Auctions Contact:** Jay Ridsdale, 0117 370 0139



LOT  
5

59 Clevedon Road, Weston-super-Mare BS23 1DD  
**Guide Price £215,000+**

haart



## House with Annexe for Owner Occupation/Investment

### DESCRIPTION

An opportunity to acquire a large house which could provide an investment property, a substantial family home or a guest house. The accommodation includes four bedrooms which all benefit from en-suites, a spacious kitchen/diner and living room.

### ACCOMMODATION

**Ground Floor:** Entrance hall, living room, kitchen/diner

**First Floor:** Landing, 4 bedrooms with en suites, cloakroom

**Outside:** Shared use of a patio garden which includes a selection of mature shrubs and plants, access to boiler room, off road parking

**Annexe:**

**Ground Floor:** Living room, kitchen, bathroom, bedroom

**Outside:** Courtyard to rear

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

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

**VIEWING CONTACT:** Haart Weston-Super-Mare: 01934 635550

To the rear of the building is a self-contained annexe offering one double bedroom with an en-suite, separate kitchen and living room. The property also benefits from a garden to the rear and parking at the front.

**Paul Fosh Auctions Contact:** Jay Ridsdale, 0117 370 0139

LOT  
6

The Ancient Welsh Historical Title of The Lordship of the  
Manor of Bunnewiston, Shropshire

**Guide Price £3,500+**



### Manorial Title

#### DESCRIPTION

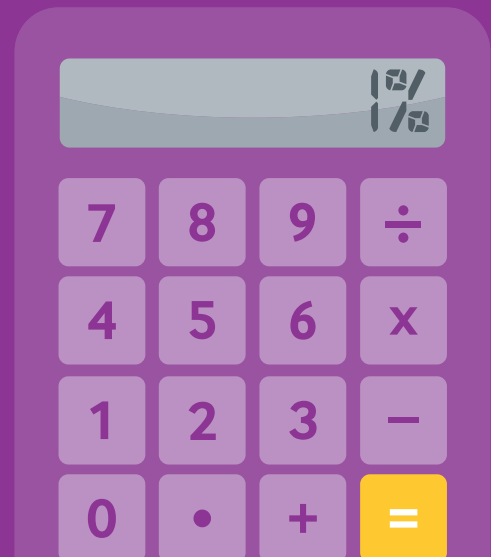
A rare opportunity to buy a present for the person who has everything.

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

**Paul Fosh Auctions Contact:** Paul Fosh

# 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.





# The loan for one project that provides funds for the next

Our new refurbishment bridging product is ideal for investors who want to purchase a property, carry out light refurbishments\* and then release their investment quickly to move onto the next project.

- Loans from £26,000 to £5,000,000
- LTV up to 75%
- Flexible terms

**For more information call 0161 933 7155  
or visit [togethernessmoney.com/auctionfinance](http://togethernessmoney.com/auctionfinance)**

Any property used as security, including your home, may be repossessed if you do not keep up repayments on a mortgage or any other debt secured on it.

Light refurbishment includes the replacement or refurbishment of kitchens and bathrooms, rewiring, decorative attention or internal re-configuration. It does not include anything that requires planning permission or structural changes.



## FOR ALL TYPES OF PROPERTY INSURANCE

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

**CONTACT US FOR A FREE QUOTATION**

**WHITE KNIGHT**  
GROUP



Britannia House • High Street • Bream  
Lydney • Gloucestershire • GL15 6JS  
Tel **01594 564444** • Fax 01594 564084  
[www.whiteknightgroup.co.uk](http://www.whiteknightgroup.co.uk)  
Monday to Friday 9.00am - 5.00pm



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



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



RUBIN / LEWIS / O'BRIEN

/ SOLICITORS

## CONVEYANCING SERVICE

For Buyers and Sellers at Auction

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

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

For further information and advice call

**01633 867000**

and ask for our Conveyancing Team

Alternatively you can contact us by fax or email on

**01633 626389**

E: [info@rlo.law](mailto:info@rlo.law)

[www.rlo.law](http://www.rlo.law)

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



# Important notes to be read by all bidders

1. Attention is drawn to the General Conditions of Sale printed within this catalogue. Special Conditions of Sale and supporting documentation are available prior to the Auction from the Auctioneer's Offices and will be available in the Auction Room for inspection. Original documentation may be inspected for plan colouring etc.
2. Any measurements or sizes referred to in the particulars are approximate and may be liable to slight variation. They are for guidance only and do not form part of any contract.
3. Any plans and photographs published are for the convenience of prospective purchasers and do not form part of any contract.
4. Leasehold information included in the catalogue or addendum refers to current terms and may be subject to review or increment. Purchasers are advised to refer to legal documents for details.
5. All prospective purchasers shall be deemed to have inspected the property and made the usual pre-Contract Searches and Enquiries.
6. If it is necessary to publish an Addendum to the catalogue or make any Addendum announcements, the Addendum will be available in the Auction Room and the Auctioneers will make any announcements prior to the commencement of the Auction.  
  
Purchasers shall be deemed to purchase with full knowledge of this information.
7. The successful bidder is under a binding contract as soon as the Auctioneer's gavel falls on his or her bid. Immediately thereafter the purchaser is required to provide the Auctioneer's Clerk with a note of his/her name and address and that of his/her solicitors and to sign a Memorandum of Sale and pay the required deposit as well as the buyers premium before leaving the Auction Room. Failure to follow this procedure may result in the property being re-offered.
8. Reference made to any fixtures or fittings does not imply that these are in working order and have not been tested by the Auctioneers or Agents instructed. Purchasers should establish the suitability and working condition of these appliances themselves.
9. No representation or warranty is made in respect of the structure of any property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be under-taken by a professionally qualified person.
10. The Auctioneers reserve the right to amend the Order of Sale. Prospective purchasers intending to attend the Auction to bid are advised to contact the Auctioneers prior to the Auction to check whether the particular property has been withdrawn or sold prior. Neither the Auctioneers nor the Vendors can be held responsible for any losses, damage or abortive costs, incurred in respect of lots which are withdrawn or sold prior.

# Terms and conditions for 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, 87 Church Road, Newport NP19 7EH (for the attention of the auctioneer) by hand or by post so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction is shown in the catalogue.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing.
2. The prospective proxy purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective purchaser in such manner as the auctioneer thinks fit in his absolute discretion.
3. The prospective purchaser shall be considered to have inspected the auction catalogue for the relevant lot and inspected the general and special conditions of sale and notices to prospective purchasers and also any addendum relating to the lot and to have full knowledge thereof and authorises the auctioneer or any duly authorised partner or employee of Paul Fosh Auctions as the prospective purchasers agent to sign the memorandum of contract incorporating all such matters at or after the auction.
4. Prospective proxy purchasers should send with this form a valid cheque or bankers draft drawn on a United Kingdom Branch of a bank representing 10% of the maximum price subject to a minimum of £3,000 to which the prospective purchaser wishes the auctioneer to bid. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price.
5. The prospective purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the auctioneer's authority to bid. It is the prospective purchaser's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.
6. Unless the relevant lot is sold to the prospective purchaser, the amount of the prospective purchasers bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the respective purchaser.
7. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.
8. The auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Paul Fosh Auctions liable for any loss or claims relating to the telephone system or the interruption or suspension of this service. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
9. Prospective purchasers are advised to telephone the auction department of Paul Fosh Auctions (tel. 01633 254044) between 8.30 a.m. and 10.00 a.m. on the day of the auction to ensure that there are no amendments to the particulars of the sale or conditions relating to the relevant lot or other matters relating to it.

The prospective purchaser will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchasers behalf or refuse to accept bids by or on behalf or refuse to accept bids by or on behalf of prospective purchasers and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective purchaser 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 proxy and telephone bidders

Date of Auction:

Lot Number:

Proxy / Telephone (Please delete as appropriate)

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

Address of Lot:

Maximum Bid Price:

(words )

**Cheque for £3,000 or 10% deposit** (whichever is the greater) + **Buyer's premium of 1% or Minimum £600:**

£

(enclosed herewith)

Note: For administrative reasons, unless otherwise agreed with the Auctioneers, the minimum deposit for 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:

Date of Signing:

# 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 indebtedness (not including a rentcharge).

## GENERAL CONDITIONS

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

## INTEREST RATE

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

## LOT

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

## OLD ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The **auctioneers**.

## YOU (AND YOUR)

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

# Auction conduct conditions

## A1 INTRODUCTION

- A1.1 Words in **bold 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) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and

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

- 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** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- 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 **contracts** of employment between the Transferring Employees and the **seller** will transfer to the

**buyer** on **completion**.

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

## G21. ENVIRONMENTAL

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

## G22. SERVICE CHARGE

- G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges. G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
- (a) service charge expenditure attributable to each **tenancy**;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
  - (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

### G23. RENT REVIEWS

- G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the 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

# want to see more?

## Our next auctions...

The Park Inn Hotel  
Llanedeyrn, Cardiff  
22 March 2018, 5pm

The Holiday Inn  
Filton Road, Bristol  
27 March 2018, 5pm

Venue Cymru  
The Promenade, Llandudno  
29 March 2018, 5pm

108 Lower Dock Street, Newport, South Wales NP20 2AG

For more information call 01633 254 044

or email [info@paulfoshauctions.com](mailto:info@paulfoshauctions.com)

[www.paulfoshauctions.com](http://www.paulfoshauctions.com)

