



Thursday 10th December 2020

**Commercial Real Estate Auction**

Live Stream Auction

# Auction/Thursday/ 10.12.20/2.00pm

## Upcoming auctions

**Thursday**  
11th February 2021

**Thursday**  
20th May 2021

**Thursday**  
25th March 2021



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### Thursday 10th December 2020

Start 2.00 pm prompt

### Venue

Live Stream Auction

### Acuitus

14 St. Christopher's Place  
London W1U 1NH

+44 (0)20 7034 4850  
info@acuitus.co.uk

We know how difficult it is to arrange finance quickly between the auction day and completion for the purchases you make in the auction room. This is the reason why Acuitus Finance can arrange bridging loans for all properties over £0.5m bought in the auction room.

# How can Acuitus Finance help you with bridging finance?

Each property bought in the auction room for £0.5m or above is offered with a pre-approved loan from leading specialist finance provider, Octopus Property. There is no requirement for a valuation and completion is subject only to title insurance and satisfactory credit and AML checks. If you are intending to bid, please contact Acuitus Finance:

**Stuart Buchanan**

+44 (0)20 7034 4850

M: +(0)7879 432868

E: [stuart.buchanan@acuitus.co.uk](mailto:stuart.buchanan@acuitus.co.uk)

[www.acuitus.co.uk](http://www.acuitus.co.uk)

  
**acuitus**  
Real Estate Auctioneering & Investment

**octopus**  
property

# Déjà vu and decision making

Welcome to the catalogue for our final auction of 2020

Having entered a second Lockdown since our previous auction, it has been a case of déjà vu in many respects and some of the uncertainty around business decision-making has returned.

However, the significant difference now is that there was an encouraging resumption of a higher level of economic activity between the summer and November. Of course, the major change to everyone's outlook is that there is now a real possibility of an effective vaccine for Covid-19 being rolled out towards the year-end. It is not possible to overstate how welcome this would be.

In the business sector, the prospect of some form of return to 'normality' may encourage people to defer decision-making – a trend which has hampered economic continuity throughout 2020.

By contrast, the auction sector – after the initial shockwave of the first Lockdown – has continued to function and has become an essential route to market for committed sellers and buyers of property assets. Acuitus has been pleased to play a role in this process and – in addition to our multi-lot auctions – have introduced special bespoke online sales for specific assets.

Indeed, although I said at the beginning of this note that this is our final auction of 2020, we are also holding on December 15th the online sale of a superb office and residential asset in the heart of Bath. Our ability to bring assets of this calibre to market - even whilst normal business functions have been hampered - is one of the silver linings of this troubled year and testament to the evolving breadth of the Acuitus service.

We hope you will find a suitable investment in this final catalogue of the year. We pride ourselves on providing a professional and personal service for buyers and sellers and are here to help you with your auction strategy and any queries you may have.

On behalf of the Acuitus team we would like to take this opportunity to wish you a healthy and prosperous New Year and we look forward to seeing you at our 2021 auctions.



Richard H Auterac

Richard H Auterac  
Chairman



# Important Information for bidders

Please take note of the advice given below.  
This is a brief resume and you should refer to our website for further information

## Knowing the property

The information on each property in this catalogue has been provided and checked by the seller and the seller's solicitor. We can only give a short overview of what is being sold and the photographs and plans are for identification only.

You must inspect the building inside and outside. You may need professional advice to survey the condition of the building and the boundaries. As most of the properties are occupied, you will need to make an appointment to inspect through us. We will contact the tenant and make the arrangements, but please be aware that access is not always possible for security or other reasons.

## The Legal Pack

The information we provide in the catalogue is only a brief description and you are buying what is set out in the legal documents. These include the legal title, plan and tenancy documents and the special conditions of sale which are provided by the seller's solicitor and are made available on our website free of charge.

## The contract

You must read the Common Auction Conditions of Sale (CAC) which are in this catalogue and on our website. These are published by the Royal Institution of Chartered Surveyors and regulate the conduct of the bidders at the auction and also the duties and obligations of the seller and buyer after the auctioneer's hammer falls. The CAC is an important document and along with the Special Conditions of Sale, any addendum and the Memorandum of Sale, it is your contract of purchase.

You should consult your legal adviser before bidding and also your financial adviser regarding the impact of VAT, if applicable, on the sale price.

## Pre-auction changes

Sometimes properties are sold or withdrawn prior to auction or information with which we have been supplied requires updating as the marketing period progresses. This may include the information in the catalogue as well as the legal documentation that the seller's solicitor provides. We publicise these changes on our website as well as in "The Addendum" which is available on the auction day. The Addendum is part of the contract of sale and therefore you must make sure you have checked on the website beforehand and obtained a copy at the auction. Sometimes we are informed of changes at the last moment and therefore please make sure you arrive at the auction at the start to hear any pre-sale announcements by the auctioneer.

## Responsibilities of the bidder

If you are intending to bid for yourself or another, please read the Conduct of the Auction section of the CAC carefully before arrival. As the bidder, you are entering into obligations to the seller and the auctioneer. If you need help in understanding them please consult your legal adviser.

## Absentee bidding

If you would like to bid, pre-register to bid online  
Details of this service can be found online or in this catalogue.  
If you would like to follow the auction live online on the day of the auction you can do so on our website once the auction starts.

## Register your interest

We are here to help you. If you register your interest in a particular property with us this will help us keep in touch with you if there are changes.

## Guide price and reserve

The guide price is an indication of the current minimum price at which, or if a guide price range is given, within which, the seller may be prepared to sell at the date the guide price is published.

The reserve price is the minimum price acceptable to the seller and the price below which the auctioneer cannot sell. Both the guide price and the reserve price may be subject to change up to the time of the auction. The guide price does not include either VAT which may apply to the sale or other amounts the seller may charge including the buyer's administration charge. The seller's Special Conditions of Sale and addendum if any, will state whether there are other seller's charges and whether the seller has elected to charge VAT on the sale price.

## Money Laundering Regulations

By law we are required to prevent our services being used for money laundering or terrorist financing purposes.

The Regulations require us to carry out customer due diligence. This includes the identification of:

- the Buyer;
- the bidder (if different from the Buyer); and
- the person providing funds for the deposit

If you bid as agent or representative for the Buyer, you will also need to provide us with written evidence of your authority to do so from the Buyer.

You can start the registration process before the auction by downloading and completing the Acuitus Customer Due Diligence form for each lot and returning it to the Acuitus contact for that lot.

We want your auction day to be rewarding and run smoothly for you, so here is a brief outline of what to expect.

## Auction day assistance

If you have any questions we usually have the sellers' solicitors standing by. Our team on the information desk can help you with last minute queries and they can provide you with access to the seller's legal documents. If you have any special needs regarding access or seating or disabilities where you require our assistance, please let us know. We will do our utmost to be of service.

## Auction day amendments

Sellers and their solicitors may amend details up to the time of auction. Don't forget to get a copy of the final version of the Addendum which is available in the auction room and ensure that you understand any addendum relating to the property for which you are bidding. Guide prices may also change during the marketing period. An up to date list is available in the auction room.

## Auctioneer's announcements

Our auctioneer starts the auction promptly with preliminary announcements which may affect the property you wish to buy. You should arrive promptly even though the lot you may be interested in may be towards the end of the auction.

## Bidding

- Please bid clearly, and please do not wait to the last moment before the hammer comes down to bid. You are important to us and we don't want to miss your bid.
- If you are the highest accepted bidder when the auctioneer's hammer falls you are under a binding contract to purchase the property. An Acuitus team member will approach you and obtain your details as the bidder, details of the buyer if the legal buyer is different from you and details of the solicitor who is acting for the buyer. This information is used by us to complete the memorandum of sale.
- Unless the seller's special conditions of sale state otherwise, we ask for a deposit cheque for 10% of the purchase price drawn on a UK Approved Financial Institution (please see the CAC) and payable to Acuitus Ltd.
- You will be asked for two original forms of identification. Further details are on our website but usually the identification is a passport or driving licence and a utility bill giving your address. Further checks under the Money Laundering Regulations may be required if the buyer is not an individual such as a company, partnership or trustee.
- Our Acuitus team member will guide you to our contracts table in the auction room to sign the memorandum of sale and any other relevant documents. We will give you copies of the signed documents which you should pass to your solicitor after the auction.

## Buyer's Administration Charge

There will be an additional administration charge required by the buyer of each lot payable to Acuitus Limited details of which appear on each lot page on the website.

When you buy a property from us it's essential you have the proper insurance in place from a source you can trust.

That's why Acuitus works with and can recommend Aquilla Insurance Brokers who are authorised and regulated by the FCA (496582) to offer our clients professional advice and access to the insurance cover that best suits their property investment requirements.

# Need insurance protection you can trust for your property?

Whether you are intending to make your first purchase or already own a property portfolio take advantage of the extensive insurance expertise of Aquilla by contacting:

**Julian Mungo**

+44 (0)20 3159 4315

+(0)7545 208 760

julianm@aquillaib.co.uk

[www.acuitus.co.uk](http://www.acuitus.co.uk)

[www.aquillainsurance.co.uk](http://www.aquillainsurance.co.uk)





# Requirements for bidders and buyers under the Money Laundering Regulations

By law we are required to prevent our services being used for money laundering or terrorist financing purposes. The obligations are set out in the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("The Regulations").

The Regulations require us to carry out customer due diligence. This includes the identification of:

- the Buyer;
- the bidder (if different from the Buyer); and
- the person providing funds for the deposit

If you bid as agent or representative for the Buyer, you will also need to provide us with written evidence of your authority to do so from the Buyer.

The table below shows the identification documents usually required. If the capacity in which you propose to purchase is not shown, please discuss with an Acuitus director as soon as possible **before** the auction.

We may also undertake further identification checks through third party sources.

Any personal data obtained for the purposes of complying with The Regulations may only be processed by us for the prevention of money laundering or terrorist financing.

It is important that you are aware that under clause A6.5 of the Auction Conduct Conditions the sale contract can be ended by us if, in our absolute discretion, we are not fully satisfied with compliance under The Regulations.

Who	Minimum Requirements	
<b>Bidder (the individual who has made the successful bid for the lot)</b>	<ul style="list-style-type: none"><li>• ID for the bidder</li><li>• Written proof of authority to act as agent for the Buyer</li></ul>	
AND		
<b>Buyer</b> (company, individual(s) or other body who will be the owner of the lot)	Individual(s) (unless the individual is the bidder)	ID relating to all the Buyer(s)
	UK registered limited company or limited liability partnership (LLP)	<ul style="list-style-type: none"><li>• Registration Number</li><li>• Certificate of Incorporation</li><li>• Proof of Registered Office Address</li><li>• Full Names of Board of Directors</li><li>• ID for the individual(s) controlling the transaction</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights</li><li>• For an LLP, ID for 2 designated members</li></ul>
	Unincorporated business or partnership	<ul style="list-style-type: none"><li>• ID for the individual(s) controlling the transaction</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights</li></ul>
	Trusts	<ul style="list-style-type: none"><li>• Copy of the Trust Deed</li><li>• ID for 2 trustees, including the trustee controlling the transaction</li><li>• ID for any beneficiary with an interest of more than 25% in the trust</li></ul>
	Foreign registered companies	<ul style="list-style-type: none"><li>• Certificate of incorporation</li><li>• Memorandum of association and evidence of the registered office</li><li>• Register of shareholders, including those for parent companies and group structure if applicable</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights and for the controlling party, if different</li></ul>
AND		
<b>Provider of funds for deposit</b>	<ul style="list-style-type: none"><li>• The deposit must be paid from a bank or building society that is regulated by a Competent UK Regulatory Authority</li><li>• Documentary evidence of the link between the bidder/Buyer and the funds provider</li></ul>	

ID means the originals of

- Photo ID issued by a government authority with full name, and date of birth. Passport or Driving Licence
- Proof of residential address such as a utility company or council tax bill or bank statement within the last three months

We may accept photo copies of these documents providing each document page has an original certification by an appropriate person such as a bank, financial institution, solicitor or chartered accountant.

In certain circumstance we can rely on others to apply customer due diligence for us including a UK business which is itself subject to The Regulations.





octopus property  
A brighter way

# When you bid, we back you

Get pre-approved finance on  
any property bought at auction  
over £0.5m automatically

At an Acuitus auction you can bid with certainty, knowing that bridging finance of up to 50% of the purchase price is guaranteed. The leading specialist finance provider, Octopus Property, will provide pre-approved loans for every property over £0.5m bought in the auction room.

No valuation, no full title review and no rush to secure funding before completion. Just the finance you need, guaranteed the moment the hammer falls.

Finance is subject only to title insurance, satisfactory credit and AML checks.

For more information please  
contact Acuitus Finance.

**Stuart Buchanan**

+44 (0)20 7034 4850

M: +(0)7879 432868

E: [stuart.buchanan@acuitus.co.uk](mailto:stuart.buchanan@acuitus.co.uk)



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Real Estate Auctioneering & Investment

## Property listings/(Town A-Z)

- A Lot 29**  
**Aberdeen**  
184-192 Market Street,  
Aberdeenshire  
AB11 5PQ
- Lot 24**  
**Aberdeen**  
Irvin House,  
Hareness Road,  
AB12 3LE
- B Lot 8**  
**Bridgend**  
1-9 Caroline Street,  
Bridgend County Borough CF31 1DN
- Lot 4**  
**Brighton**  
51 Western Road,  
and 25 Clarence Square, East Sussex  
BN1 2EB
- Lot 13**  
**Burnt Oak**  
146 - 148 Burnt Oak  
Broadway (A5),  
London HA8 0AX
- C Lot 2**  
**Caerphilly**  
59-61 Cardiff Road,  
Mid Glamorgan  
CF83 1FP
- Lot 16**  
**Campbeltown**  
Howdens Joinery,  
Unit A, 8 Snipefield Industrial Estate,  
Tarbet Road,  
Drumore, Argyll & Bute PA28 6SY
- Lot 12**  
**Cheam**  
6, 6a & 8 The  
Broadway, Surrey  
SM3 8AY
- Lot 11**  
**Crewe**  
Travelodge Hotel,  
Beswick Drive,  
Cheshire CW1 5NP
- D Lot 10**  
**Datchet**  
Riding Court House  
& DRG House,  
Riding Court Road,  
Berkshire SL3 9JT
- Lot 28**  
**Dundee**  
Upstate House,  
Gemini Crescent,  
Dundee Technology  
Park, DD2 1SW
- Lot 27**  
**Dyce**  
1 Howe Moss  
Avenue,  
Aberdeenshire  
AB21 0GP
- G Lot 17**  
**Glasgow**  
120 Sauchiehall  
Street, G2 3DH
- H Lot 20**  
**Havant**  
7, 7A and 7B West  
Street, Hampshire  
PO9 1EH
- Lot 14**  
**Horsham**  
22 West Street,  
West Sussex  
RH12 1PB
- Lot 18**  
**Hull**  
52/53 Whitefriargate,  
East Riding of  
Yorkshire HU1 2HP
- I Lot 5**  
**Insch**  
38 Commerce  
Street,  
Aberdeenshire  
AB52 6JB
- K Lot 26**  
**Kirkcaldy**  
228-232 High Street,  
Fife KY1 1JT
- L Lot 6**  
**Leeds**  
Vassalli House,  
12-34 Central Road,  
West Yorkshire  
LS1 6DE
- O Lot 9**  
**Otley**  
Orchard Gate  
Shopping Centre,  
Market Street &  
Crossgate, West  
Yorkshire LS21 3AF
- P Lot 19**  
**Portsmouth**  
9 Arundel Street,  
Hampshire PO1 1NB
- S Lot 21**  
**Stockton-on-Tees**  
Falcon Court,  
TS18 3TX
- Lot 1**  
**Stoke on Trent**  
McColls, Abbots  
Road,  
Carmountside,  
Staffordshire  
ST2 8EA
- Lot 23**  
**Swindon**  
52/54 Regent Street,  
Wiltshire SN1 1JS
- Lot 7**  
**Swindon**  
55-61 Regent Street,  
Wiltshire SN1 1JS
- T Lot 3**  
**Tavistock**  
4 Abbey Place,  
Devon PL19 0AA
- Lot 25**  
**Tunstall**  
117 High Street,  
Stoke-on-Trent,  
Staffordshire ST6  
5TA
- U Lot 15**  
**Uttoxeter**  
37/41 Market Place,  
Staffordshire  
ST14 8HF
- W Lot 22**  
**Weston-Super-Mare**  
72-74 High Street,  
Somerset BS23 1HS

# Meet The Acuitus Auction Team



**Richard H Auterac**  
Chairman & Auctioneer

+44 (0)20 7034 4851  
richard.auterac@acuitus.co.uk



**Charlie Powter**  
Director

+44 (0)20 7034 4853  
charlie.powter@acuitus.co.uk



**John Mehtab**  
Investment Director

+44 (0)20 7034 4855  
john.mehtab@acuitus.co.uk



**David Margolis**  
Investment Director & Auctioneer

+44 (0)20 7034 4862  
david.margolis@acuitus.co.uk



**Peter Mayo**  
Investment Director

+44 (0)20 7034 4864  
peter.mayo@acuitus.co.uk



**Billy Struth**  
Graduate Surveyor

+44 (0)20 7034 4854  
billy.struth@acuitus.co.uk



**George Goucher**  
Graduate Surveyor

+44 (0)20 7034 4860  
george.goucher@acuitus.co.uk



**Mhairi Archibald**  
Acuitus Scotland

+44 (0)7718 899341  
mhairi.archibald@acuitus.co.uk



**Peter Cunliffe**  
Director & Auctioneer

**Contact a member of the auction team to  
discuss the lots in which you are interested;  
they will be pleased to help you.**

Acuitus  
14 St Christopher's Place  
London W1U 1NH

+44 (0)20 7034 4850  
info@acuitus.co.uk



# Lot 1

£27,427 Per Annum  
Exclusive Rising to  
£30,282 per annum  
exclusive in 2025

## McColls, Abbots Road, Carmountside, Stoke on Trent, Staffordshire ST2 8EA

Freehold Convenience Store Investment



### Key Details

- Let to Martin McColl Limited until 2030 (no breaks)
- with Post Office
- Fixed rental increase to £30,282 from July 2025
- VAT free investment

### On behalf of SIPP Trustees

#### Location

**Miles:** 3 miles north-east of Stoke-on-trent  
37 miles south of Manchester  
42 miles north of Birmingham  
**Roads:** A5009, A53, A52, M6  
**Rail:** Stoke-on-trent Railway Station  
**Air:** Manchester Airport

#### Situation

The property is situated in a predominantly residential area on the west side of Abbots road, approximately 3 miles north-east of the centre Stoke-on-Trent. Neighbouring occupiers include Co-op Food and a number of local traders.

#### Description

The property comprises a ground floor convenience store with Post Office.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Six Week Completion

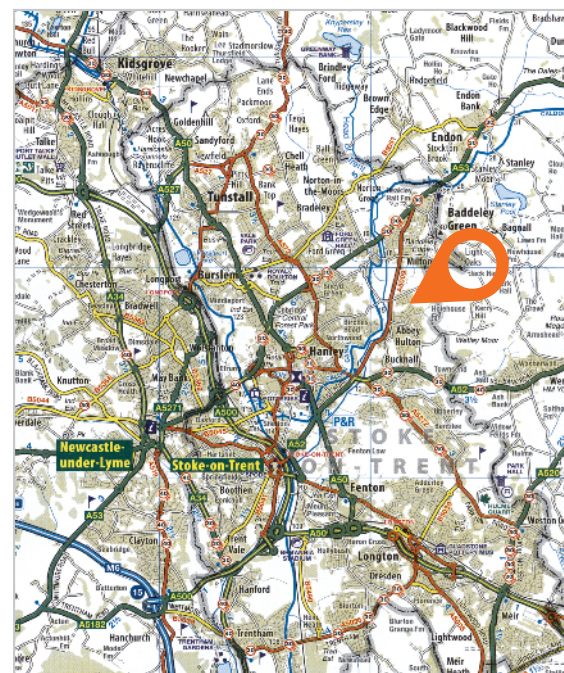
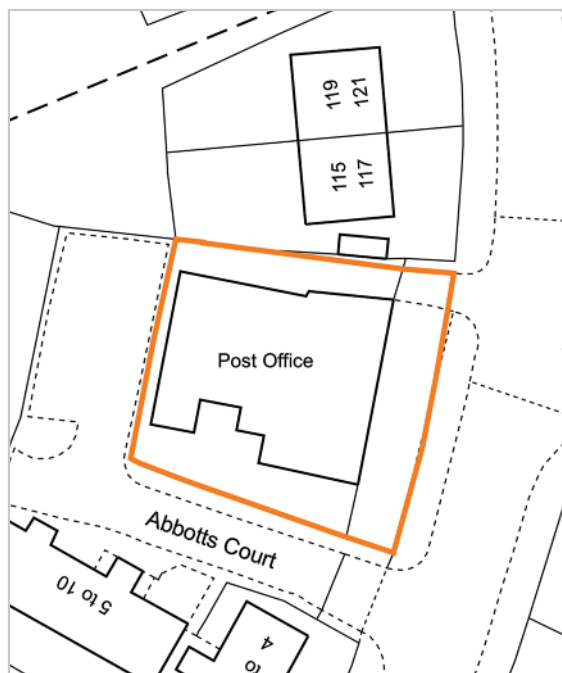
#### Energy Performance Certificate

See legal pack.

### Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review
Ground	Retail	259.81 sq m (2,797 sq ft)	MARTIN MCCOLL LIMITED (1)	20 years from 19/07/2010 on a full repairing and insuring lease	£27,427	Fixed increase to £30,282 p.a.x.from 19/07/2025
<b>Total</b>		<b>259.81 sq m (2,797 sq ft)</b>			<b>£27,427</b>	

(1) For the year ending 25 November 2018, Martin McColl Limited reported a turnover of £835,333,000, pre-tax profits of £34,718,000 and shareholders funds of £218,271,000 (Source: NorthRow 13/11/2020).



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44 (0)7899 060 519  
john.mehtab@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)20 7034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

**Seller's Solicitors: Knights plc**  
**Tony Earl**  
+44 (0)1782 349556  
tony.earl@knightsplc.com



# Lot 2

£43,150 Per Annum  
Exclusive

## 59-61 Cardiff Road, Caerphilly, Mid Glamorgan CF83 1FP

Freehold Town Centre Investments with 44 Year Lease to W M Morrison Plc



### Key Details

- Let to WM Morrison Supermarkets Plc until 2064 (no breaks) (1) sublet to Specsavers (2)
- 44 Years unexpired
- Prominent town centre location
- Neighbouring occupiers include HSBC, Greggs, Subway, Coral and Nationwide
- VAT free investment

### Location

**Miles:** 7 miles north of Cardiff  
11 miles west of Newport  
**Roads:** B4600, B4263, A468  
**Rail:** Caerphilly Rail  
(direct services to Cardiff Central in 19 mins)  
**Air:** Cardiff International Airport

### Situation

Caerphilly is a busy commuter town providing excellent access to both Cardiff and Newport. The property is prominently situated on the west side of Cardiff Road, Caerphilly's primary retailing thoroughfare, approximately 200 metres north of Caerphilly Railway Station. Neighbouring occupiers include HSBC, Greggs, Subway, Coral and Nationwide.

### Description

The property comprises a double shop unit with retail accommodation on the ground floor and first floor ancillary accommodation.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Ten Week Completion

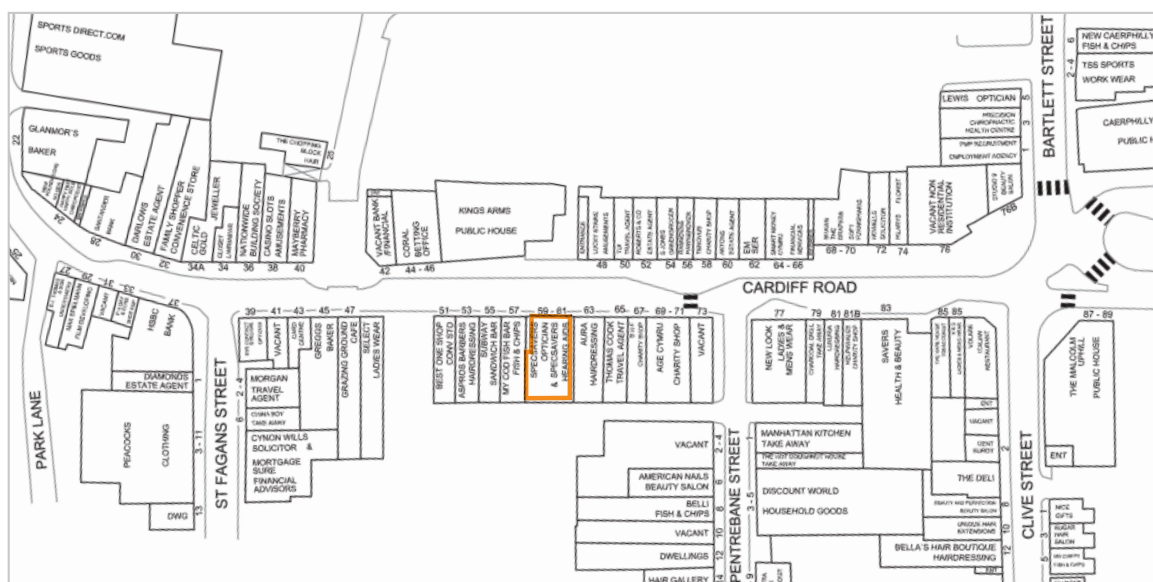
### Energy Performance Certificate

Band E. See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review
Ground	Retail	165.97 sq m (1,786 sq ft)	WM MORRISON	99 years from	£43,150	24/06/2028 and
First	Ancillary	169.01 sq m (1,819 sq ft)	SUPERMARKETS PLC (CRN358949) (1)(2)	24/06/1965 until 2064 on a full repairing and insuring lease		24/06/2049 (3)
<b>Total</b>		<b>334.98 sq m (3,605 sq ft)</b>			<b>£43,150</b>	

- (1) For the year ending 2nd February 2020 WM Morrison Supermarkets Plc reported a turnover of £17,536,000,000, a pre-tax profit of £435,000,000 and shareholders funds of £4,541,000,000 (Source: NorthRow 12/11/2020).  
(2) The property has been sublet to Specsavers Optical Superstores Limited on a 10 year lease from 18/03/2016.  
(3) As to the lease to WM Morrison Supermarkets Plc the rent is reviewed every 21 years on an upward only basis to full rental value.



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44 (0)7899 060 591  
john.mehtab@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)20 7034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

**Seller's Solicitors:**  
**In House Solicitor for the Seller**  
**Rima Malde**  
+44 (0)20 8795 2949  
rimamalde.office@gmail.com



# Lot 3

£45,040 Per Annum  
Exclusive

## 4 Abbey Place, Tavistock, Devon PL19 0AA

Freehold Convenience Store and Residential Investment



### Key Details

- Convenience store with Post Office let to Bestway Retail Limited until 2036 (no breaks)
- Lease is subject to 5 yearly rent reviews
- Includes two Self Contained flats, two separately let parking spaces and a Recording Studio
- VAT free investment

### Location

**Miles:** 15 miles north of Plymouth  
35 miles south west of Exeter  
**Roads:** A386, A30, A38, M5  
**Air:** Exeter International Airport,  
Cornwall Airport Newquay

### Situation

Tavistock is a popular, attractive and thriving market town on the edge of Dartmoor national park. The property is prominently located in a busy location in the town centre on the west side of Abbey Place (A386).

### Description

The property comprises a substantial convenience store with Post Office on the ground floor and ancillary accommodation on lower ground and basement floors. The property includes a recording studio to the rear and two 1 bedroom self contained flats on the first floor. The property benefits from car parking at the rear with spaces allocated for use by the commercial and residential tenants and two additional car parking spaces available for separate letting.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six Week Completion

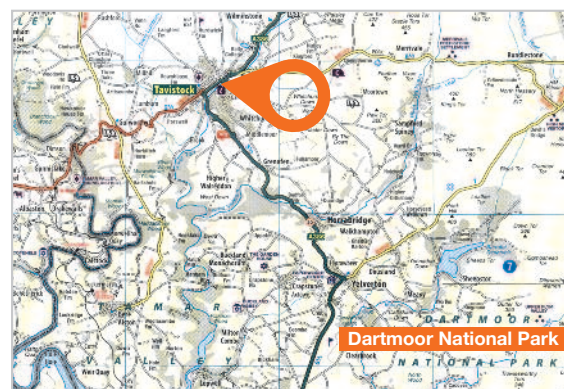
### Energy Performance Certificate

See legal pack.

## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Convenience Store	Ground	Retail	228.58sq m	(2,460 sq ft)	BESTWAY RETAIL LIMITED (1)	20 years from 17/10/2016	£30,000	17/10/2021 and 5 yearly /(16/10/2036)
	Lower	Ancillary	8.48sq m	(91 sq ft)				
	Ground Basement	Ancillary	21.37sq m	(230 sq ft)				
Recording Studio	Ground (Rear)	Studio	30.25 sq m	(326 sq ft)	INDIVIDUALS	10 years from 10/05/2016	£2,500	10/05/2021 / (09/05/2026)
Flat 1 and 2	First	Residential	2 x 1 bedroom		INDIVIDUALS	1 year assured shorthold tenancies	£11,880	-
Parking Space - 1		Parking			- TOWLS OF TAVISTOCK	Informal agreement	£660	-
Parking Space - 2		Parking			- VACANT	-	-	-
<b>Total Commercial Floor Area</b>			<b>288.68 sq m (3,107 sq ft)</b>		<b>£45,040</b>			

(1) Bestway Retail Ltd formerly Bargain Booze was incorporated in 1981. In 2017 Bestway Retail Ltd acquired over 100 Central Convenience Stores and now operate over 400 franchised stores and over 150 company owned stores throughout England and Wales, employing nearly 2000 people.



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### Acuitus

John Mehtab

+44 (0) 20 7034 4855

+44 (0)7899 060 519

john.mehtab@acuitus.co.uk

### Acuitus

Billy Struth

+44 (0)207 034 4854

+44(0)7824 705 955

billy.struth@acuitus.co.uk

### Associate Auctioneer:

Mark Slade

+44 (0)1752 936 101

mark.slade@brutonknowles.co.uk



### Seller's Solicitors: GA Solicitors

David Stone

+44 (0)1752 203557

david.stone@GAsolicitors.com



# Lot 4

£63,800 Per Annum  
Exclusive

51 Western Road, and 25 Clarence Square,  
**Brighton, East Sussex BN1 2EB**  
Freehold Retail and Residential Investment





## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground Basement	Retail Ancillary	73.20 sq m 42.00 sq m	(788 sq ft) (452 sq ft)	GREGGS PLC t/a Greggs (1)	10 years from 05/02/2016	£39,500 05/02/2021 (04/02/2026)
First and Part Second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month Assured shorthold tenancy from 30/07/2020	£15,000 (2)	(29/07/2020)
Part Second Floor	Residential	Studio Apartment	INDIVIDUAL	1 year assured shorthold tenancy from 28/10/2020	£9,300	(27/10/2020)
<b>Total Commercial Floor Area</b>		<b>115.20 sq m (1,240 sq ft)</b>			<b>£63,800</b>	

(1) For the year ending 28th December 2019, Greggs Plc reported a turnover of £1,167,900,000, a pre-tax profit of £108,300,000 and shareholders funds of £351,000,000 (NorthRow 19/11/2020).

(2) The rent reserved under the Assured Shorthold Tenancy is £1,250 per calendar month. The rent shown above has been annualised.

# Lot 4

£63,800 Per Annum  
Exclusive

### Key Details

- Shop Let to Greggs Plc until 2026 (No breaks)
- Greggs in have been occupation for 15 years.
- Includes two self contained flats with entrance on attractive Clarence Square
- February 2021 Tenant option to determine NOT exercised
- Potential to develop further Residential (Subject to consents)
- Opposite substantial Primark Store
- First time on the market for 20 years.

### Location

**Miles:** 12 miles east of Worthing,  
21 miles west of Eastbourne,  
54 miles south of Central London  
**Roads:** A23, A27, A270, M23 (Junction 1)  
**Rail:** Brighton Railway Station  
(55 mins to London Victoria)  
**Air:** London Gatwick Airport

### Situation

The property is situated in a prominent position on the south side of Western Road, opposite substantial Primark store, approximately 100 metres from The Churchill Square Shopping Centre, which houses occupiers including McDonalds, Costa Coffee, H&M, Debenhams, Zara and Apple Store. Other neighbouring occupiers include Argos, KFC, Poundland, Vodafone, Halifax and TSB Bank.

### Description

The property comprises a substantial building with retail accommodation on the ground floor and ancillary accommodation in the basement, a 2 bed maisonette on part first and second floor and a studio apartment on part first floor fronting the attractive Clarence Square. The property benefits from being double fronted with the residential entrance from the Clarence square with attractive central gardens. The property may benefit from further residential accommodation with the addition of further floors (subject to consents).

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

See legal pack.



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44 (0)7899 060 519  
john.mehtab@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)207 034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

**Seller's Solicitors: TWM Solicitors LLP**  
**Anne Fowler**  
+44 (0)1372 731 178  
anne.fowler@twmsolicitors.com



# Lot 5

£45,993 Per Annum  
Exclusive

## 38 Commerce Street, Insch, Aberdeenshire AB52 6JB

Heritable Supermarket Investment with RPI Rent Reviews and Car Parking



### Key Details

- Well established convenience store in popular market town
- Let to Cooperative Group Food Ltd until 24th October 2027
- Currently producing £45,993 pa with five yearly RPI uplifts
- Nearby occupiers include The Post Office and local pharmacy

### Location

Miles: 26 miles north west of Aberdeen  
Roads: B992, A96  
Rail: Insch Railway Station (ScotRail)  
Air: Aberdeen Airport

### Situation

Insch is a popular town in Aberdeenshire with access to the A96 linking Aberdeen and Inverness. The town also benefits from a railway station providing a direct link to Aberdeen. The town has a selection of general and specialist shops. The property is situated on Commerce Street which is the main street through the town. Nearby occupiers include the Post Office, a local pharmacy and village store.

### Description

The property comprises a redeveloped commercial unit with customer car parking fronting the road. There is a loading bay to the rear accessed from Western Road.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

### Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

## Tenancy and accommodation

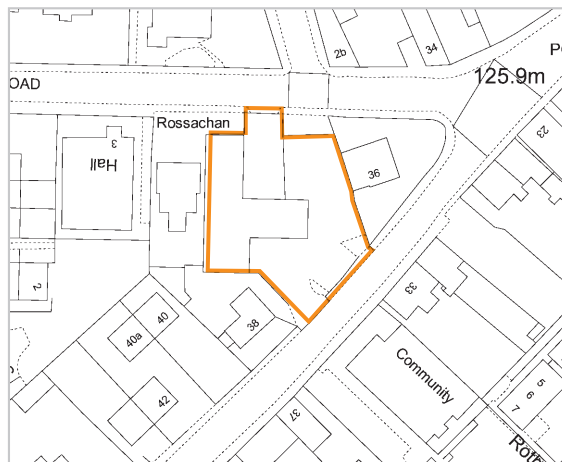
Accommodation	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review
Supermarket	316.62 sq m (3,408 sq ft)	Co-Operative Group Food Ltd (1)	10 years from 25/10/2017 to 24/10/2027	£45,993	25/10 2022 (2)
<b>TOTAL</b>	<b>316.62 sq m (3,408 sq ft)</b>			<b>£45,993</b>	

(1) Cooperative Group Food Ltd. The Cooperative began trading in 1844 and have 4,000 stores throughout the UK, the largest number of outlets for any UK grocer. For the year ended 2nd January 2016, Co-Operative Group Food Limited reported a turnover of £6,475,500,000, a pre tax loss of £429,600,000 and a net worth of £1,385,500,000 (Source: Experian 30/04/2020). Website: [www.coop.co.uk](http://www.coop.co.uk)

(2) The rent is subject to five yearly RPI uplifts capped at 4% and collared at 1%

### Viewings

Please contact Mhairi Archibald (0771 8899341)



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**Acuitus**  
Mhairi Archibald  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

**Acuitus**  
Peter Mayo  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

**Associate Auctioneer**  
John MacBean  
+44 (0)1463 236 977  
[John.MacBean@g-s.co.uk](mailto:John.MacBean@g-s.co.uk)



**Seller's Solicitors:**  
Ledingham Chalmers LLP  
Pamela Sargent  
+44 (0)1224 408408  
[pamela.sargent@ledinghamchalmers.com](mailto:pamela.sargent@ledinghamchalmers.com)



# Lot 6

£230,700 Per Annum  
Exclusive

Vassalli House, 12-34 Central Road,  
**Leeds, West Yorkshire LS1 6DE**

High Yielding Freehold Retail Parade Investment in Leeds City Centre





## Tenancy and accommodation

# Lot 6

£230,700 Per Annum  
Exclusive

### Key Details

- Fully Occupied Retail Parade let to six long standing independent traders and a national charity shop
- Located parallel to Briggate between Corn Exchange and The Victoria Quarter in the heart of Leeds City Centre
- Landmark Grade II Listed Building
- Rare Opportunity to purchase High Yielding Investment in Leeds City Centre

### Location

Miles: 15 miles south of Harrogate  
26 miles south-west of York

Roads: M1, M62, M621

Rail: Leeds

Air: Leeds Bradford Airport

### Situation

The property is located in a central pedestrianised City Centre location on the east side of Central Road, close to its junction with Kirkgate and parallel with Briggate. The property faces Market Street Arcade and is close to Trinity Mall Shopping Centre, Corn Exchange and The Victoria Quarter.

### Description

The property comprises nine units (arranged as seven shops) on the ground and basement floors, forming part only of a Grade II Listed former warehouse building. The upper floors comprise residential flats let on a long lease.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

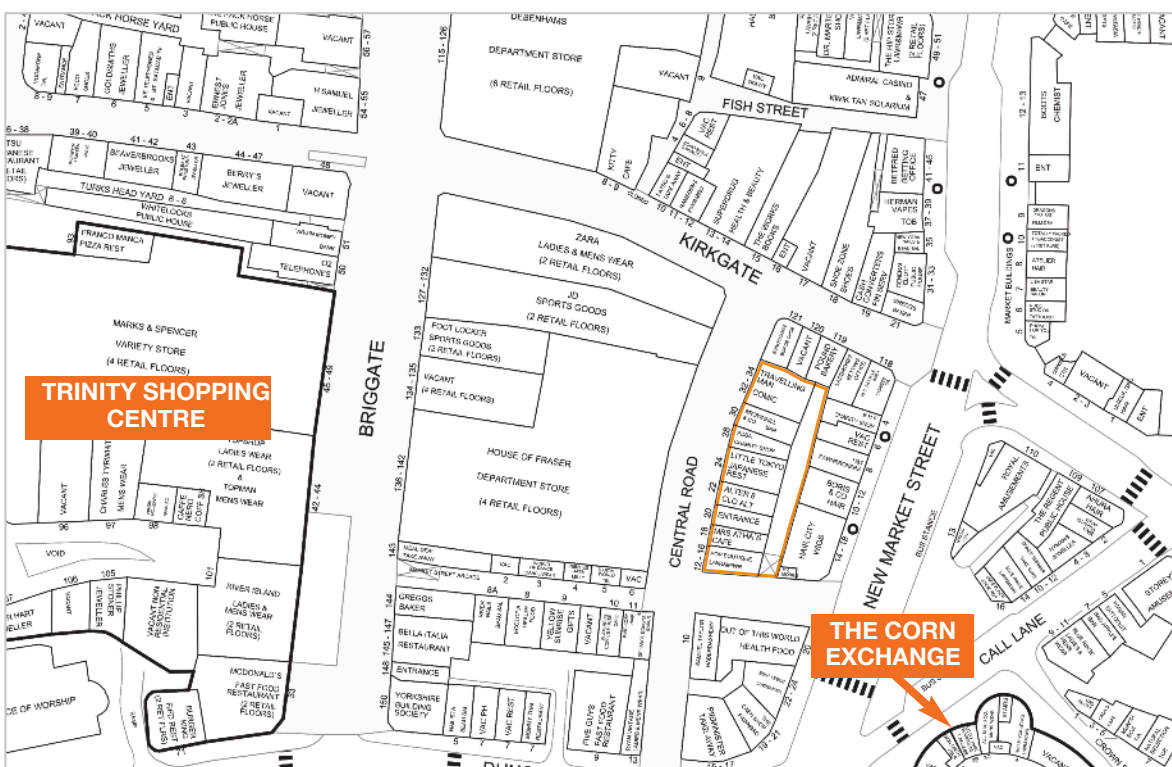
### Six Week Completion

### Energy Performance Certificate

Various. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review
12-16	Ground Basement	Retail Retail/Ancillary	62.40 sq m (693 sq ft)	VINTAGE CLOTHING COMPANY LIMITED (t/a Pop Boutique)	10 years from 23/05/2008 (holding over)	£35,000 -
18	Ground Basement	Retail Ancillary	46.40 sq m (499 sq ft)	GOLDTHORPE TRADING LIMITED (t/a Mrs Atha's Coffee Shop)	Approximately 14 years from 09/07/2018 until 24/07/2022	£20,000 -
22	Ground Mezzanine	Retail Ancillary	50.40 sq m (543 sq ft)	J MIDGLEY (t/a Alter 8)	5 years from 16/06/2016 until 15/06/2021	£22,750 -
24-26	Ground/ Mezzanine	Retail Retail/Ancillary	97.80 sq m (1,053 sq ft)	S P & H WONG (t/a Little Tokyo)	10 years from 09/05/2017 until 08/05/2027 (1)	£54,700 09/05/2022
28	Ground Basement	Retail Ancillary	46.70 sq m (503 sq ft)	PEOPLES DISPENSARY FOR SICK ANIMALS	10 years from 22/01/2017 until 21/01/2027 (2)	£23,500 22/01/2022
30	Ground Basement	Retail/Ancillary	43.40 sq m (467 sq ft)	LITTLE LEEDS LIMITED (t/a Little Leeds Beerhouse)	10 years from 06/02/2019 until 05/02/2029 (3)	£24,000 06/02/2024
32-34	Ground Basement	Retail Ancillary	124.59 sq m (1,341 sq ft)	TRAVELLING MAN LIMITED with a personal guarantee (t/a Travelling Man)	10 years from 26/04/2018 until 25/04/2028 (4)	£50,000 26/04/2023
	Storage Cubicles	Ancillary	-	(-) S P & H WONG (t/a Little Tokyo)	Rolling	£750
Part Ground, First/ Third	Residential	-	(-) TCS (VASSALLI) LIMITED	150 years from 01/01/2001	Peppercorn	
<b>Total</b>		<b>925.37 sq m (9,983 sq ft)</b>			<b>£230,700</b>	

- (1) The lease is subject to a tenant option to determine on 09/05/2022.  
(2) The lease is subject to a tenant option to determine on 22/01/2022.  
(3) The lease is subject to a tenant option to determine on 06/02/2024.  
(4) The lease is subject to a tenant option to determine on 26/04/2023.



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**Acuitus**  
**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Associate Auctioneer:**  
**Nick Salkeld**  
+44 (0)1132 431 133  
[nick.salkeld@fjltd.co.uk](mailto:nick.salkeld@fjltd.co.uk)



**Seller's Solicitors: Knights Plc**  
**Edwina Hewson**  
+44 (0)113 207 0187  
[edwina.hewson@knightsplc.com](mailto:edwina.hewson@knightsplc.com)



# Lot 7

£214,369 Per Annum  
Actual & Estimated (7)

55-61 Regent Street,  
**Swindon, Wiltshire SN1 1JS**

High Yielding and Fully Let Freehold Retail Parade Investment





## Tenancy and accommodation

	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
55/61	Ground First	Retail/Ancillary Retail/Ancillary	963.40 sq m 1,528.34 sq m	(10,370 sq ft) (16,451 sq ft)	NEW LOOK RETAILERS LIMITED (1)	20 years from 02/03/2007 until 01/03/2027	6% turnover rent (2)	-
58	Ground	Retail/Ancillary	75.07 sq m	(808 sq ft)	H. DALGA (t/a Celly's Hair Salon) (3)	10 years from 16/05/2013 until 15/05/2023	£32,500	-
59	Ground	Retail/Ancillary	98.48 sq m	(1,060 sq ft)	5 STAR BARBER LIMITED (t/a Barnet's Barbers)	10 years from 02/10/2019 until 01/10/2029 (4)	£18,333	02/10/2024
60	Ground	Retail/Ancillary	85.93 sq m	(925 sq ft)	CORNISH BAKEHOUSE UK LIMITED (5)	5 years from 11/03/2018 until 10/03/2023	£38,500	-
61	Ground First	Retail/Ancillary Ancillary	172.33 sq m 59.92 sq m	(1,855 sq ft) (645 sq ft)	SHOE ZONE RETAIL LIMITED (6)	15 years from 14/03/2007 until 13/03/2022	£59,000	-
Total			2,983.47 sq m (32,114 sq ft)				£214,369 (7)	

- (1) Founded in 1969, New Look now operates in over 800 stores around the world, the majority in the UK and the Republic of Ireland ([www.newlookgroup.com](http://www.newlookgroup.com) 12/11/2020).
- (2) New Look Retailers Limited filed for CVA in September 2020 and as a result it was agreed that they will pay a 6% turnover rent for this store on the equivalent monthly basis. Under the CVA the landlord and tenant are granted additional rights to terminate the lease. Please see legal pack for full details and a copy of the CVA agreement.
- (3) Originally developed in Germany and rapidly expanding across the UK, Cellys are a chain of High Street hair salons offering a unique concept, now operating from 43 locations across the UK ([www.cellys.co.uk](http://www.cellys.co.uk) 12/11/2020).
- (4) The lease is subject to a tenant's option to determine on 02/10/2025.
- (5) Cornish Bakehouse was established in 1983, and now operate from 13 stores across the UK ([www.cornishkitchen.com](http://www.cornishkitchen.com) 11/12/2020)
- (6) Shoe Zone operate from around 470 stores across the UK and Ireland and employ approximately 3,500 people ([shoezone.com](http://shoezone.com) 12/11/2020)
- (7) Includes estimated annualised rent paid by New Look, based on the agreed 6% turnover rent, assuming New Look continue to trade throughout the year at similar levels to that reported for the month ending 31st October 2020. For the month ending 31st October 2020 New Look reported a turnover of £91,717.68 at this store.

# Lot 7

£214,369 Per Annum  
Actual & Estimated (7)

### Key Details

- Substantial retail parade currently arranged as five well configured retail units
- Tenants include Shoe Zone, New Look & Cornish Bakehouse
- Comprises approximately 2,983.47 sq m (32,114 sq ft)
- Modern building in prominent pedestrianised Town Centre location, close to Brunel Shopping Centre
- Nearby retailers include Lush, Boots the Chemist, Waterstones, Sainsbury's, Primark, WHSmith, H. Samuel and Poundstretcher.

### Location

**Miles:** 29 miles south-west of Oxford  
30 miles south-east of Cheltenham  
**Roads:** A419, A420, M4  
**Rail:** Swindon  
**Air:** Bristol Airport

### Situation

Swindon is located approximately 29 miles south-west of Oxford and 30 miles south-east of Cheltenham. The town is equidistant between Bristol and Reading along the M4 motorway and benefits from excellent road connections being less than 4 miles to J15 of the M4. The property is located on the south side of Regent Street, in a prominent pedestrianised position, a short walk to The Brunel Shopping Centre, with retailers including Lush, Boots the Chemist, Waterstones and Sainsbury's. Other retailers on Regent Street include Primark, WHSmith, H. Samuel and Poundstretcher. Granville Street car park is immediately behind the property.

### Description

The property comprises a substantial modern retail parade currently arranged as five well configured shops arranged over ground and first floors. The property benefits from a service yard to the rear.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion.

### Energy Performance Certificate

Various. Please see legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)



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**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Seller's Solicitors: Dentons UK and Middle East LLP**  
**Jo Campbell-Smith**  
+44 (0)330 222 1682  
[jo.campbell-smith@dentons.com](mailto:jo.campbell-smith@dentons.com)





# Lot 8

£193,885  
Per Annum Actual &  
Estimated (10)

1-9 Caroline Street,  
**Bridgend, Bridgend County Borough CF31 1DN**  
High Yielding and Fully Let Freehold Town Centre Retail Parade Investment





## Tenancy and accommodation

# Lot 8

£193,885  
Per Annum Actual &  
Estimated (10)

	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
1 1A	Ground First	Retail Ancillary	91.60 sq m 103.68 sq m	(986 sq ft) (1,116 sq ft)	MULLIGAN COMMUNITY CIC	Approximately 6 years from 11/11/2019 until 03/07/2025 (1)	£12,000	04/07/2023
3	Ground First	Retail Ancillary	102.29 sq m 97.18 sq m	(1,101 sq ft) (1,046 sq ft)	SUBWAY REALTY LIMITED (2)	10 years from 08/09/2019 until 07/09/2029 (3)	£13,000	08/09/2024
3A	Ground First	Retail Ancillary	104.33 sq m 109.16 sq m	(1,123 sq ft) (1,175 sq ft)	BRITISH HEART FOUNDATION (4)	5 years from 24/03/2017 until 23/03/2022	£15,000	-
4/5	Ground First	Retail Ancillary	283.35 sq m 173.82 sq m	(3,050 sq ft) (1,871 sq ft)	HALIFAX PLC	15 years from 18/06/2007 until 17/06/2022	£105,000	-
7 & 7A	Ground First	Retail Ancillary	434.97 sq m 321.16 sq m	(4,682 sq ft) (3,457 sq ft)	NEW LOOK RETAILERS LIMITED (5)	5 years from 13/12/2019 until 12/12/2024 (6)	3% turnover rent (7)	-
9	Ground First	Retail Ancillary	306.02 sq m 355.26 sq m	(3,294 sq ft) (3,824 sq ft)	SUE RYDER (8)	10 years from 08/07/2019 until 07/07/2029 (9)	£25,943	08/07/2024
<b>Total</b>			<b>2,482.82 sq m (26,725 sq ft)</b>				<b>£193,885 (10)</b>	

- (1) The lease is subject to a tenant's option to determine on 03/07/2021, and a landlord's option to determine at any time on giving one month's notice.
- (2) For the year ending 31/12/2018, Subway Realty Limited reported a turnover of £35,107,808, pre tax profits of £1,530,929 and total assets of £7,749,186 (NorthRow 13/11/2020).
- (3) The lease is subject to a tenant's option to determine on 08/09/2024.
- (4) British Heart Foundation was founded in 1961 and operates from over 700 stores (www.bhf.org.uk).
- (5) Founded in 1969, New Look now operates in over 800 stores around the world, the majority in the UK and the Republic of Ireland (www.newlookgroup.com 12/11/2020).
- (6) The lease is subject to a tenant's option to determine on 13/12/2022.
- (7) New Look Retailers Limited filed for CVA in September 2020 and as a result it has been agreed that they will pay a 3% turnover rent for this store on the equivalent monthly basis. Under the CVA the landlord and tenant are granted additional rights to terminate the lease. Please see legal pack for full details and a copy of the CVA agreement.
- (8) Sue Ryder was founded in 1953 and operates from over 400 shops across the UK (sueyder.org).
- (9) The lease is subject to a tenant's option to determine on 08/07/2024.
- (10) Includes estimated annualised rent paid by New Look, based on the agreed 3% turnover rent, assuming New Look continue to trade throughout the year at similar levels to that reported for the month ending 23rd October 2020. For the month ending 23rd October 2020 New Look reported a turnover of £63,730 at this store.

### Key Details

- Substantial retail parade comprising six well configured retail units
- Tenants include Halifax, Subway, New Look, British Heart Foundation and Sue Ryder
- Comprises approximately 2,482.77 sq m (26,725 sq ft)
- Modern building in prominent Town Centre location, opposite Rhiw Shopping Centre/Indoor Market
- Nearby occupiers include Boots the Chemist, Burton, O2 and JD Wetherspoon

### Location

**Miles:** 21 miles west of Cardiff  
24 miles south-east of Swansea  
**Roads:** A406, M4  
**Rail:** Bridgend  
**Air:** Cardiff Airport

### Situation

Bridgend is located in South Wales approximately 21 miles west of Cardiff and 24 miles south-east of Swansea. The property is situated in a prominent, town centre location on the north side of the pedestrianised Caroline Street, opposite the main entrance to Rhiw Shopping Centre and indoor market, and extends to it's junction with Dunraven Place. Nearby retailers include Boots the Chemist, Burton, O2 and JD Wetherspoon.

### Description

The property comprises a substantial retail parade currently arranged as six shops, each providing ground floor retail accommodation together with first floor ancillary. There is a service yard to the rear of the property.

### Tenure

Freehold.

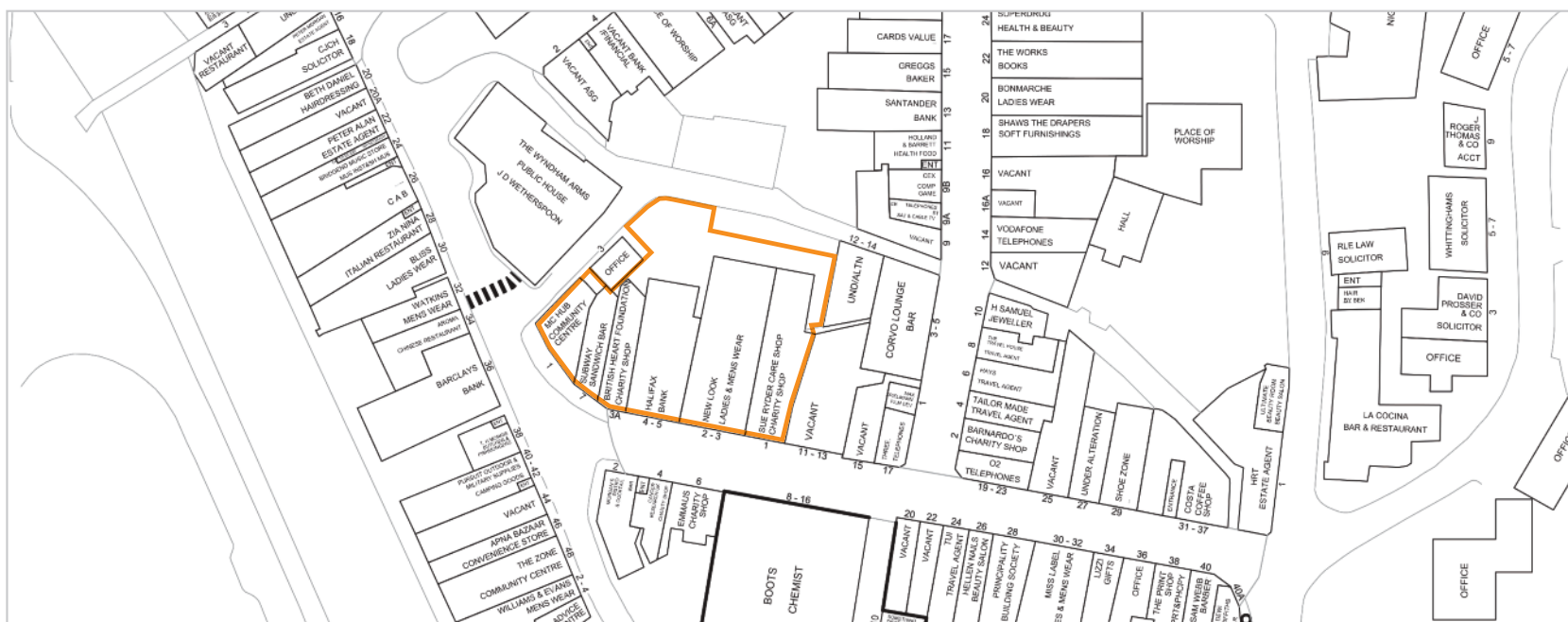
### VAT

VAT is applicable to this lot.

### Six Week Completion.

### Energy Performance Certificate

Various. See legal pack at www.acutus.co.uk.



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**Acutus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
Peter.mayo@acutus.co.uk

**Acutus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7824 705 955  
george.goucher@acutus.co.uk

**Seller's Solicitors: Dentons UK and Middle East LLP**  
**Jo Campbell-Smith**  
+44 (0)330 222 1682  
jo.campbell-smith@dentons.com



# Lot 9

£286,085.04 per annum  
includes licence fees

## Orchard Gate Shopping Centre, Market Street & Crossgate, Otley, West Yorkshire LS21 3AF

Substantial Freehold Shopping Centre Investment of 16 Shops, 3 Kiosks, Office & Bus Station





## Tenancy and accommodation

Unit No.	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.	Review/ (Reversion)
1 (23 Market Street)	Ground First	Retail Ancillary	55.3 sq m 34.3 sq m	(596 sq ft) (369 sq ft)	Individual t/a Dales Cafe	5 years from 3/09/2019	£13,500	(02/09/2024)
2 (21 Market Street)	Ground First	Retail Ancillary	52.20 sq m 50.61 sq m	(562 sq ft) (545 sq ft)	Individual t/a JR Sports	10 years from 19/07/2010	£13,000	Holding over
3 (19 Market Street)	Ground First	Retail Ancillary	52.70 sq m 51.49 sq m	(568 sq ft) (555 sq ft)	Cats Protection Trustee Ltd	10 years from 01/05/2015 (1)	£13,175	1/05/2020 (1)
4 (17 Market Street)	Ground First	Retail Office/ Ancillary	54.77 sq m 57.87 sq m	(589 sq ft) (623 sq ft)	Ison Harrison Ltd t/a Solicitors	4 years from 1/01/2018 (2)	£15,500	1/07/2020
5	Ground	Retail	68.46 sq m	(737 sq ft)	Individual t/a A casa Alessia Pizzeria	6 years from 15/06/2017 (3)	£12,000	(14/06/2023) (3)
6	Ground First	Retail Ancillary	104.32 sq m 57.82 sq m	(1,122 sq ft) (622 sq ft)	Sportswift Ltd t/a Card Factory	10 years from 18/11/2015 (4)	£22,800	18/11/2020 (4)
7	Ground First	Retail Ancillary	232.30 sq m 112.10 sq m	(2,500 sq ft) (1,206 sq ft)	Petwise (Otley) Ltd t/a Petwise Pet Shop	10 years from 29/03/2017	£36,350	29/03/2022
8	Ground First	Retail Ancillary	251 sq m 225 sq m	(2,702 sq ft) (2,422 sq ft)	Mackays Stores Ltd (5) (In Administration) t/a M&Co	10 years from 10/02/2017	£44,200 (5)	
9	Ground First	Retail Ancillary	34.00 sq m 34.00 sq m	(365 sq ft) (365 sq ft)	Individual t/a Groove Pad Beer & Vinyls	5 years from 01/09/2018 (6)	£11,520	01/09/2021
10	Ground	Retail	25.40 sq m	(273 sq ft)	Individual t/a Shoecraft	10 years from 10/03/2019	£7,400	10/03/2024
11	Ground First	Office Office	70.58 sq m 76.78 sq m	(759 sq ft) (827 sq ft)	Otley Town Council	10 years from 31/01/2013	£20,000	(31/03/2023)
12	Ground	Retail	32.85 sq m	(354 sq ft)	Mr Blinok Ltd t/a Pancake House	3 years from 14/10/2019 (7)	£8,000	14/10/2020
12A	Ground	Retail	34.85 sq m	(376 sq ft)	Individual t/a Otley Mobiles	3 years from 4/10/2019	£8,000	(03/10/2022)
13	Ground	Retail	67.25 sq m	(723 sq ft)	Individual (ladies fashion Pop up Shop)	expires 16/04/2021	£5,400	(16/04/2021)
14	Ground First	Retail	28.80 sq m 29.30 sq m	(310 sq ft) (315 sq ft)	Individual t/a Like Nana Did	5 years from 01/08/2020 (8)	£9,500.04	01/08/2021
15 (15 Market Street)	Ground	Retail	35.40 sq m	(381 sq ft)	Individual t/a Orchard Florist	2 years from 1/01/2020	£7,500	1/01/2021
16 (11 Market Street)	Ground	Retail	34.10 sq m	(367 sq ft)	Rumagin Spirits Limited t/a Rumagin	3 years from 29/09/2020	£8,500	29/09/2021
Kiosk 1	Ground	Retail	4.9 sq m	(53 sq ft)	Individual t/a The Little Battery Shop	5 years from 1/05/2020	£3,800	1/05/2023
Kiosk 2	Ground	Retail	9.8 sq m	(105 sq ft)	Individual t/a Gift Shop	5 years from 1/02/2020 (9)	£4,583	
Kiosk 3	Ground	Retail	11.8 sq m	(127 sq ft)	Individual t/a The Coffee Station	3 years from 01/09/2019	£6,000	(31/08/2022)
Sitting Out Area					O'Deli (Otley) Ltd	Licence	£910	
Bus Station					First West Yorkshire Limited	10 years from 25/03/2015	£11,950	25/03/2020
Public Toilets					Otley Town Council	5 years from 16/06/2009	£10	(31/03/2023)
2 Car Parking Spaces					Various	Licences	£1,000	
<b>Total</b>			<b>1,990.05 sq m (21,4721 sq ft)</b>	<b>plus Bus Station &amp; Car Parking</b>			<b>£286,085.04</b>	

- (1) Tenants option to determine exercised from 1/05/2021  
 (2) Tenants option to determine 1/01/2021 not exercised  
 (3) Tenants option to determine 16/06/2021  
 (4) Tenants option to determine 18/11/2020 not exercised  
 (5) Mackays Stores Ltd entered Administration on 3/08/2020 and the rent is paid by the Administrator  
 (6) Tenants option to determine 31/08/2020 not exercised  
 (7) Tenants option to determine 14/10/2022  
 (8) Tenants option to determine 1/08/2022  
 (9) Tenants option to determine 1/02/2022 and annually thereafter  
 NB: First floors of Units 5, 12, 12A, 13, 15 & 16 are residential flats sold off on Long Leases

# Lot 9

£286,085.04 per annum  
includes licence fees

### Key Details

- **Prominent Town Centre Location**
- **Comprises 21,421 sq ft of Retail & Office accommodation plus a Bus Station and Car parking**
- **In the same ownership since 2008**
- **Asset management opportunities and future redevelopment potential (subject to consents)**

### Location

**Miles:** 9 miles north east of Bradford  
 9 miles south west of Harrogate  
 10 miles north east of Leeds  
 26 miles south west of York  
**Roads:** A660, A59, A658, A65, A1(M)  
**Rail:** Burley in Wharfedale, Menston & Guiseley railway stations  
**Air:** Leeds Bradford (5 miles to the south east)

### Situation

Otley is set between the beautiful Yorkshire Dales to the north and the City of Leeds 10 miles to the south west. Harrogate is 9 miles to the north east, Skipton 14 miles to the north west and 26 miles south west of York. Manchester is 40 miles to the west. The town is located on the A660 which via the A65 connects the Yorkshire Dales to Leeds. Orchard Gate shopping centre is located in the heart of the town centre with frontages to Crossgate, New Market and Market Street. The shopping centre adjoins Otley bus station and is within walking distance of 4 of the towns main car parks.

### Description

The Orchard Gate Shopping Centre comprises an open scheme of 16 Shops, 3 Kiosks an Office & Bus Station. The retail units trade at ground floor with some units benefitting from first floor ancillary accommodation. 6 units front Market Street.

### Tenure

Majority Freehold. Public Toilets are held leasehold from Leeds City Council.

### Planning

The property may benefit from future redevelopment for a variety of uses, subject to all necessary consents/permissions and current tenancies. Interested Parties are referred to [www.otleytowncouncil.gov.uk](http://www.otleytowncouncil.gov.uk)

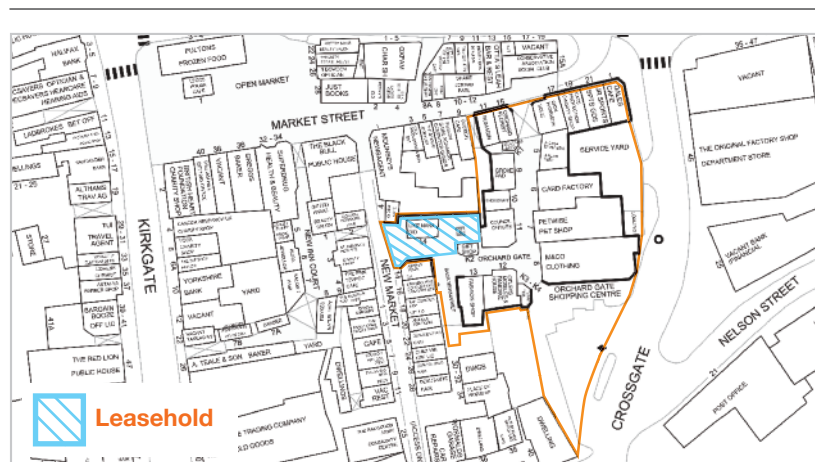
### VAT

VAT is applicable to this lot.

### 6 week completion is available

### Energy Performance Certificate

See Legal Pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)



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**Acuitus**  
**Peter Mayo**  
 +44 (0)20 7034 4864  
 +44 (0)7833 459 318  
[peter.mayo@acuitus.co.uk](mailto:peter.mayo@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
 +44 (0)20 7034 4860  
 +44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Seller's Solicitors: Collings Solicitors**  
**Matthew Dempsey**  
 +44 (0)161 341 2439  
[mdempsey@collings-solicitors.co.uk](mailto:mdempsey@collings-solicitors.co.uk)

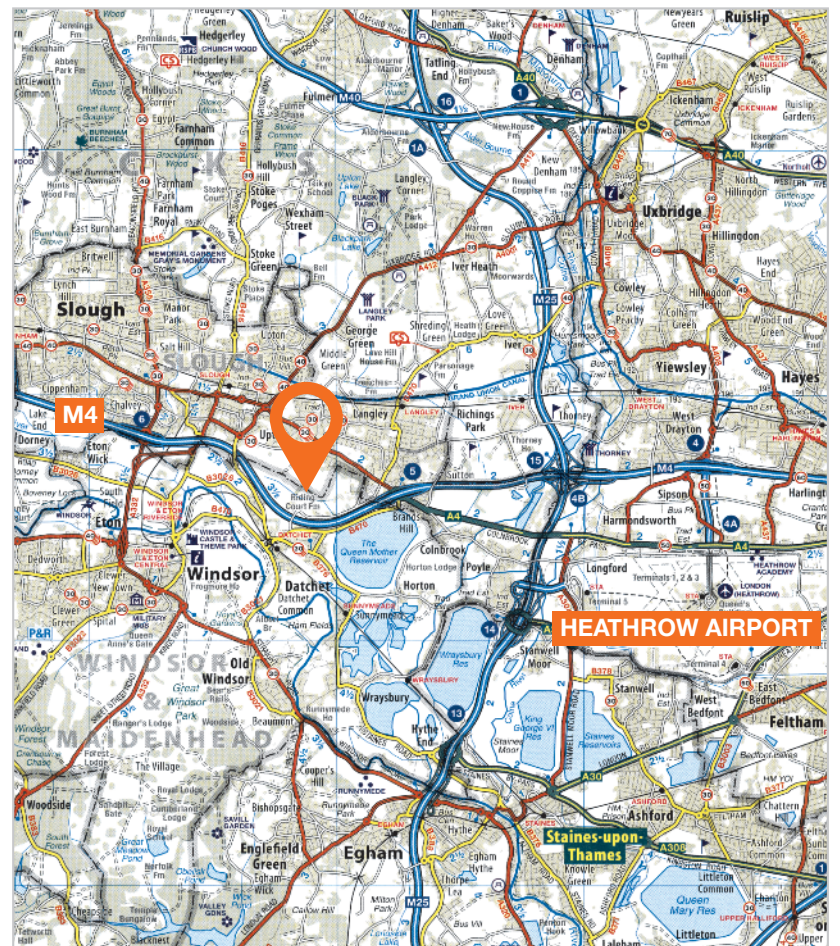
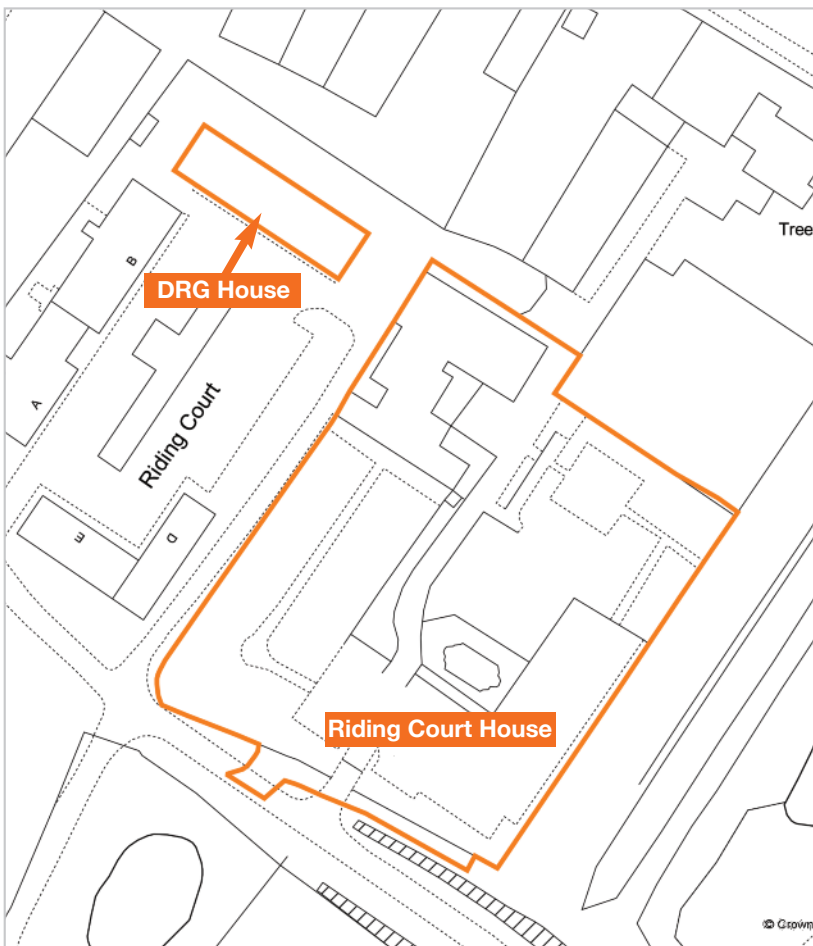


# Lot 10

Vacant Possession

## Riding Court House & DRG House, Riding Court Road, **Datchet, Berkshire SL3 9JT**

Highly Attractive Freehold Opportunity in Thames Valley



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# Tenancy and accommodation

Lot 10

Vacant Possession

## Key Details

- Rare opportunity to acquire landmark property in stunning country manor setting
- Two attractive detached buildings approximately 15,272 sq ft with parking for 64 cars on site area of 0.71 hectares (1.76 acres)
- Asset Management Opportunities including refurbishment and re-letting
- Of interest to owner occupiers, investors and developers
- 6 miles west of Heathrow Airport, and close to Slough and Windsor in affluent M4 corridor
- Low Capital Value on Guide Price (£115 psf)

## Location

**Miles:** 2.5 miles south-east of Slough  
20 miles west of Central London  
**Roads:** M4  
**Rail:** Datchet  
**Air:** London Heathrow (6 miles)

## Situation

Datchet is an attractive village in the Royal Borough of Windsor and Maidenhead, strategically positioned between J5 and J6 of the M4 motorway, less than three miles from south-east of Slough, and six miles west of Heathrow Airport. It benefits from excellent connectivity to key Thames Valley locations, as well as Central London. The property is located on a prominent site fronting the M4 motorway, to the north-east of Datchet centre. Datchet is set to be a beneficiary of the forthcoming Elizabeth Line, which will pass through the nearby Slough Station, significantly enhancing connectivity. Nearby occupiers on Riding Court Road include Ben and Jerry's EU HQ, PTP Software and Infinity Drinks.

## Description

Riding Court House is a Grade II Listed manor house, comprising ground, basement, first and second floors, arranged as an office with ancillary accommodation. The property benefits from an integrated cafe which is located in the rear extension. The internal specification includes air conditioning, suspended ceilings and LED lighting. DRG House is a refurbished barn conversion providing two storeys of office accommodation with a similar specification to Riding Court House. The property benefits from a large garden and 64 car parking spaces on a total site area of approximately 1.76 acres.

## Tenure

Freehold.

	Floor	Floor Areas (Approx)		Possession
Riding Court House	Ground	447.40 sq m	(5,230 sq ft)	VACANT
	Basement	49.8 sq m	(536 sq ft)	
	First	281.90 sq m	(3,034 sq ft)	
	Second	107.30 sq m	(1,155 sq ft)	
DRG House	Ground	289.70 sq m	(3,119 sq ft)	VACANT
	First	204.20 sq m	(2,198 sq ft)	
Total		1,380.30 sq m	(15,272 sq ft)	

## VAT

VAT is not applicable to this lot.

## Six Week Completion

## Energy Performance Certificate

Available from the legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

## Planning

For more information please contact Royal Borough of Windsor and Maidenhead Planning Department:  
E: [planning@rbwm.gov.uk](mailto:planning@rbwm.gov.uk)  
W: [www.rbwm.gov.uk/home/planning](http://www.rbwm.gov.uk/home/planning)



**Acuitus**  
**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Seller's Solicitors: Taylor Walton LLP**  
**Sukina Dhillon**  
+44 (0)1582 390634  
[sukina.dhillon@taylorwalton.co.uk](mailto:sukina.dhillon@taylorwalton.co.uk)



# Lot 11

£218,610 Per Annum  
Exclusive (4)

## Travelodge Hotel, Beswick Drive, **Crewe, CW1 5NP**

Virtual Freehold Hotel Investment





## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground	Hotel	627.79 sq m	(6,757 sq ft)	Travelodge	25 years from	£218,610 (4)	21st October 2020 and 2025 and reviewed thereafter in accordance with the options. (3)
First	Hotel	627.79 sq m	(6,757 sq ft)	Hotels Limited (5)	21st October 2005 until 2030		
Second	Hotel	627.79 sq m	(6,757 sq ft)	(CRN 00769170)	on a full repairing and insuring lease. The Landlord has a option for a reversionary lease for a further 5 years. The tenant has an option to renew the lease for a further 25 years.(1)		
<b>Total</b>		<b>1,883.37 sq m</b>	<b>(20,271 sq ft)</b>			<b>£218,610(4)</b>	

- (1) The property is let until 20th October 2030 by virtue of the lease for 25 years from 21st October 2005. The Landlord has the benefit of a unilateral option in respect of a Reversionary Lease for an additional term of 5 years. The lease contains a Tenant's option to renew for a 25 year term with 5 year rolling tenant option to determine the lease.
- (2) The property includes a car park for approximately 40 cars. The occupational lease refers to rights in relation to an additional 52 car parking spaces on the wider estate.
- (3) The lease provides for a fixed minimum increase in rent in line with the Harmonised Index of Consumer Prices published by the Office for National Statistics. (The Consumer Price Index of the UK is one of the very few cases where the CPI and the HICP are the same index. see <https://www.ons.gov.uk/economy/inflationandpriceindices/articles/coveredifferencesbetweentheharmonisedindexofconsumerpricesandnationalconsumerpricesindices/2016-05-23>)
- (4) The current rent reserved under the terms of the lease is £179,206 per annum exclusive. The £218,610 per annum exclusive stated above has been calculated by the Landlord as at the October 2020 rent review by applying the rent review Formula stated in schedule 4 of the lease by increasing the initial rent reserved of £157,500 by the percentage difference between the CPI index for September 2005 and September 2020. Bidders must satisfy themselves before bidding as to the interpretation of the rent review clause and the calculation of the revised rent.

Under the terms of the June 2020 Travelodge Company Voluntary Arrangement (CVA) the Tenant will pay a compromised rent at 70% of the current rent reserved of £179,206 amounting to £125,444 per annum exclusive throughout 2021. The compromised rent period ends on 31st December 2021. The rent due under the terms of the lease from 1st January 2022 will revert to £179,206 being the current rent reserved until such time as the October 2020 rent review has been settled.

The Seller will top up the compromised rent payable during the concessionary rent period by paying the Buyer a sum equivalent to the difference between the compromised rent of £125,444 per annum exclusive and the revised rent of £218,610 per annum exclusive for the period from the date of completion until the 31 December 2021. Therefore the property will effectively produce £218,610 per annum exclusive to the Buyer from completion, subject to the 21st October 2020 rent review being settled.

The terms of the CVA also state that the Tenant will pay to the Landlord, within a defined period any additional rent due as a result of an increase in rent from the October 2020 rent review. In accordance with the terms of the concessionary rent provisions within the 2020 CVA, the increase in rent will be compromised to a) 25% for amounts due from the rent review date (21st October 2020) until 31st December 2020 and b) 70% for amounts due throughout 2021. In this case amounting in aggregate to approximately £29,000.

The Special Conditions of sale provide for any increased rent as a result of the 21st October 2020 rent review to be for the benefit of the Buyer, so there is no obligation on the Buyer to account to the Seller for the increased rent as a result of the 21st October 2020 rent review. Consequently by virtue of the topping up outlined above the Buyer will in effect benefit from being paid a portion of these rent arrears in duplicate for the period from completion to the 31st December 2021.

In addition under the terms of the CVA the Landlord may be entitled to further payments based on a cumulative excess EBITDA calculation over 2020, 2021 and 2022 which would become payable in 12 instalments on a monthly basis commencing in May 2023. See Clause 4.4 p.10 of the CVA.

Bidders must satisfy themselves before bidding as to the interpretation of the rent review clause, calculation of the revised rent, effect of the CVA, the options to renew and the Special Conditions of Sale.

- (5) Travelodge is the UK's largest independent hotel brand, with more than 560 hotels and 40,000 guest bedrooms. More than 170 of their hotels have an on-site bar/café/restaurant, and almost all are located close to other restaurants and coffee shops, making Travelodge the ideal base for travel (Source: [www.travelodge.co.uk](http://www.travelodge.co.uk) 18/11/2020).

# Lot 11

£218,610 Per Annum  
Exclusive (4)

### Key Details

- Let to Travelodge Hotels Limited until 2030 with a Landlord option for a reversionary lease for a further 5 years (1)
- Tenant Option to Renew the Lease for a further 25 years (1)
- Includes a 56 bedroom hotel with Car Parking for approximately 92 cars (2)
- CPI linked rent reviews (3)
- Neighbouring occupiers include Bannatyne Health Club and Spa, Co-op Food, Subway, Jaguar and Apollo Buckingham Health Science University

### On behalf of Pension Trustees

#### Location

**Miles:** 27 miles South west of Manchester  
31 miles South east of Liverpool  
10 North west of Stoke on Trent

**Roads:** M6, A534, A5020, A500

**Rail:** Crewe Railway Station

**Air:** Manchester Airport,  
Liverpool John Lennon Airport

#### Situation

The property is situated immediately to the south of the busy Crewe Green roundabout at the junction of the A534 and A500. The property also benefits from being situated immediately to the north of the major Crewe Gates Industrial Estate. Neighbouring occupiers include Bannatyne Health Club and Spa, Co-op Food, Subway, Jaguar and Apollo Buckingham Health Science University.

#### Description

The property comprises a modern three storey 56 bedroom hotel with car parking for approximately 40 cars and the right to use further spaces on the wider estate.

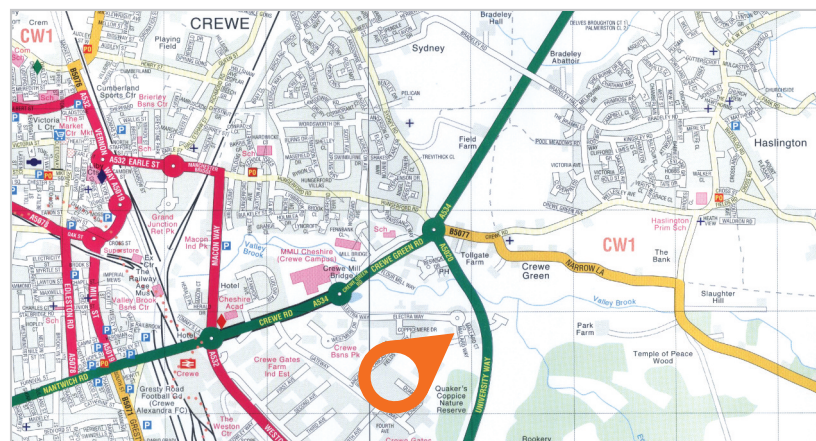
#### Tenure

Virtual Freehold. Held for a term of 999 years from 9th October 2015 at a peppercorn rent.

#### Eight Week Completion

#### Energy Performance Certificate

Band B. See legal pack.



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44 (0)7833 459 318  
[john.mehtab@acuitus.co.uk](mailto:john.mehtab@acuitus.co.uk)

**Acuitus**  
**Billy Struth**  
+44 (0)20 7034 4854  
+44 (0)7824 705 955  
[billy.struth@acuitus.co.uk](mailto:billy.struth@acuitus.co.uk)

**Seller's Solicitors: Osborne Clarke Solicitors**  
**Sarah Beard**  
+44 (0)20 7105 7616  
[Sarah.Beard@osborneclarke.com](mailto:Sarah.Beard@osborneclarke.com)



# Lot 12

£52,900 Per Annum  
Exclusive

## 6, 6a & 8 The Broadway, Cheam, Surrey SM3 8AY

Freehold Retail & Residential Investment with Car Parking



### Key Details

- Located in an Affluent Commuter Surrey Town
- Comprises 2 shops, self contained 3 bedroom flat and a rear yard
- Occupiers nearby include Waitrose, Caffe Nero, Boots, WHSmith, Sainsbury's and Cancer Research
- VAT-Free Investment

### On Instructions of a Major Fund Manager

#### Location

**Miles:** 3 miles north east of Epsom  
6 miles west of Croydon  
12 miles south-west of Central London

**Roads:** A232, A2043

**Rail:** Cheam Rail  
(regular services to London Victoria in 39 minutes)

**Air:** London Heathrow Airport

#### Situation

Cheam is an affluent Surrey commuter suburb located 6 miles west of Croydon, 3 miles north east of Epsom and 12 miles south west of Central London. The property is located on the east side of The Broadway (A2043) close to its junction with Ewell Road/High Street (A232). Cheam railway station is 300 metres to the south with regular service to London Victoria (39 minutes) and Cheam Park is within 100 metres to the west. Occupiers nearby include Waitrose, Caffe Nero, Boots, WHSmith, Sainsbury's and Cancer Research

#### Description

The property comprises 2 ground floor shops with a self contained 3 bedroom flat at first. The property benefits from a rear yard accessed via The Broadway.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Energy Performance Certificate

See legal Pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

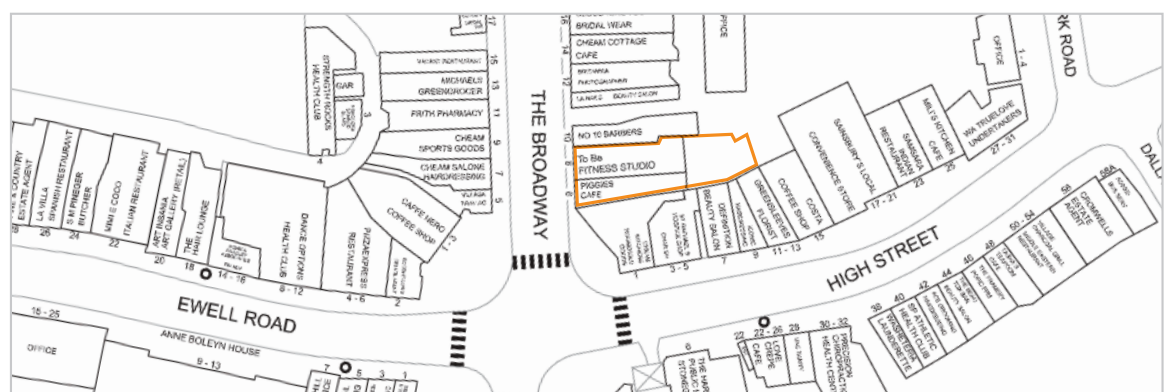
## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
6 - Ground	Retail	72.50 sq m (813 sq ft)	Individual t/a Piggies Cafe (1)	10 years from 25/12/2017	£17,400	25/12/2022 (24/12/2027)
8 - Ground	Retail	146 sq m (1,572 sq ft)	Maurice George Fitness Limited with personal guarantee	10 years from 12/10/2020 (2)	£25,000 (2) (3)	12/10/2023 uplift to £27,500
6a - First	Residential	120 sq m (1,292 sq ft) - 3 bedrooms	Individual	AST	£10,500	
<b>Total</b>		<b>338.50 sq m (3,677 sq ft)</b>			<b>£52,900</b>	

- (1) Piggies was first established in 1985 and has been in Cheam Village since 1992 making us the oldest Sandwich and Coffee Bar in the heart of Cheam Village. After a complete refurbishment in April 2011 we then changed the name to Caffe-Neo however due to customer feedback Piggies returned in February 2014. (Source: [www.piggiescheam.com](http://www.piggiescheam.com))
- (2) Rental uplift in Year 3 to £27,500 per annum. Tenants option to determine in the 5th year and a Rent Deposit of £6,875 held.
- (3) There is a 3 month rent free period, followed by 6 months at half rent. The seller will adjust completion monies so that the unit effectively produces £25,000 pa from completion of the sale.

#### Planning

The property may benefit from further development to the rear and second floor level, subject to all necessary permissions/consents and the current tenancies. Interested parties are referred to Sutton Council (see [www.sutton.gov.uk](http://www.sutton.gov.uk))



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#### Acuitus

**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[peter.mayo@acuitus.co.uk](mailto:peter.mayo@acuitus.co.uk)

#### Acuitus

**Alexander Auterac**  
+44 (0)20 7034 4859  
[alexander.auterac@acuitus.co.uk](mailto:alexander.auterac@acuitus.co.uk)

#### Seller's Solicitors: Addleshaw Goddard LLP

**Rhiannon Brown**  
+44 (0)161 934 6490  
[rhiannon.brown@addleshawgoddard.com](mailto:rhiannon.brown@addleshawgoddard.com)



# Lot 13

£87,800 Per Annum  
Exclusive

146 - 148 Burnt Oak Broadway (A5),

**Burnt Oak, London HA8 0AX**

Freehold Retail and Residential Investment

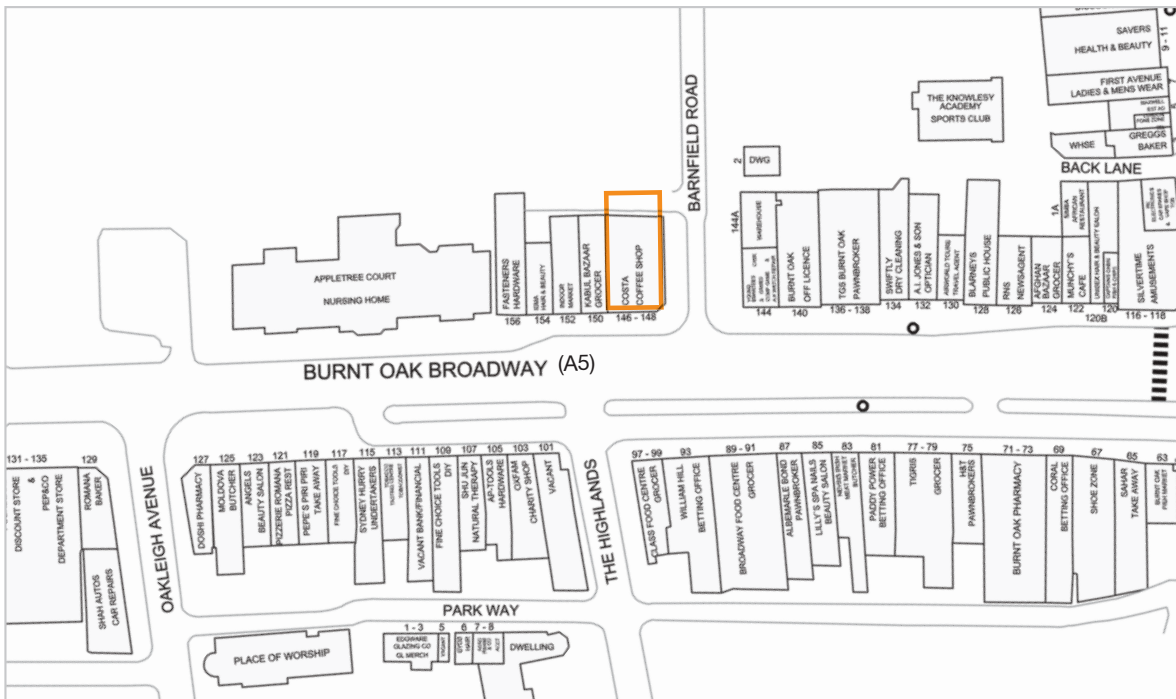




## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
146-148	Ground Part First	Retail Ancillary	211.38 sq m 17.61 sq m	(2,275 sq ft) (189 sq ft)	COFFEE KAHAWA LIMITED t/a Costa Coffee (1)	10 years from 13/12/2014	£35,000 (1)	12/12/2024
146A	First	Residential	3 room flat		INDIVIDUALS	2 years from 15/03/2019	£13,200	14/03/2021
146B	First	Residential	3 room flat		INDIVIDUAL	1 year from 21/02/2020	£12,600	20/02/2021
148B	Second	Residential	3 room flat		INDIVIDUAL	1 year from 05/11/2020	£13,200	04/11/2021
148A	Second	Residential	3 room flat		INDIVIDUAL	1 year from 15/11/2020	£13,800	14/11/2021
Total			228.99 sq m (2,464 sq ft)				£87,800	

(1) As to the lease of the ground floor to COFFEE KAHAWA LIMITED t/a Costa Coffee the October 2019 rent review was recently settled at £35,000pax from £30,000 p.a.x.



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44 (0)7899 060 519  
john.mehtab@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)207 034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

# Lot 13

£87,800 Per Annum  
Exclusive

### Key Details

- Retail let to Coffee Kahawa Limited t/a Costa Coffee until 2024
- Includes a shop and 4 self-contained Flats,
- Prominent corner location on A5
- Long term potential residential development at the rear (subject to consents)
- Close to Burnt Oak Underground Station (Northern Line)
- Neighbouring occupiers include Iceland foods, Ladbrokes, Savers, Poundland and an eclectic mix of local traders

### Location

**Miles:** 10 miles north of Central London, 7 miles south of Watford, 1.5 miles west of Mill Hill Broadway  
**Roads:** A5, A1, A41, M1, M40, M25  
**Rail:** Burnt Oak Underground Station (Northern Line)  
**Air:** London Heathrow Airport

### Situation

Burnt Oak, in the London Borough of Barnet, is 10 miles north of Central London and 1 mile south of Edgware. The property is located in a mixed residential/commercial area, in a prominent location on Burnt Oak Broadway (A5), at its junction with The Highlands, some 400 metres west of Burnt Oak Underground Station (Northern Line). Neighbouring occupiers include Iceland foods, Ladbrokes, Savers, Poundland and an eclectic mix of local traders.

### Description

The property comprises a substantial double fronted shop comprising ground floor retail accommodation and part first floor ancillary accommodation. The first and second floors comprises of four self contained 2 bedroom flats accessed from the rear of the property. The property benefits from a return frontage on to Barnfield Road.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

See legal pack.



**Seller's Solicitors: Brecher LLP**  
**Dennis Le Quesne**  
+44 (0)2075 631 013  
dlequesne@brecher.co.uk



# Lot 14

£38,750 Per Annum  
Exclusive

## 22 West Street, Horsham, West Sussex RH12 1PB

Freehold Retail Investment in Affluent West Sussex Town



### Key Details

- Let to Done Brothers (Cash Betting) Limited
- Approximately 206.10 sq m (2,218 sq ft) with front and rear customer entrance
- Highly affluent and attractive retailing centre
- Excellent pedestrianised location opposite Swan Walk Shopping Centre
- Nearby retailers include Waterstones, Toni&Guy, Pret a Manger, Vision Express, Boots Opticians, Card Factory and Wilko

### Location

Miles: 10 miles south-west of Crawley  
24 miles north-west of Brighton  
Roads: A24, M23  
Rail: Horsham  
Air: London Gatwick

### Situation

Horsham is an affluent and attractive market town, popular with London and Brighton commuters being located approximately 36 miles south-west of Central London and 24 miles north-west of Brighton. The property is located on the south side of the pedestrianised West Street, close to the entrance of Swan Walk Shopping Centre. Nearby retailers on West Street include Waterstones, Toni&Guy, Pret a Manger, Vision Express, Boots Opticians, Card Factory and Wilko

### Description

The property comprises a ground floor betting shop, with ancillary accommodation on the first floor. The property benefits from both front and rear customer entrances.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

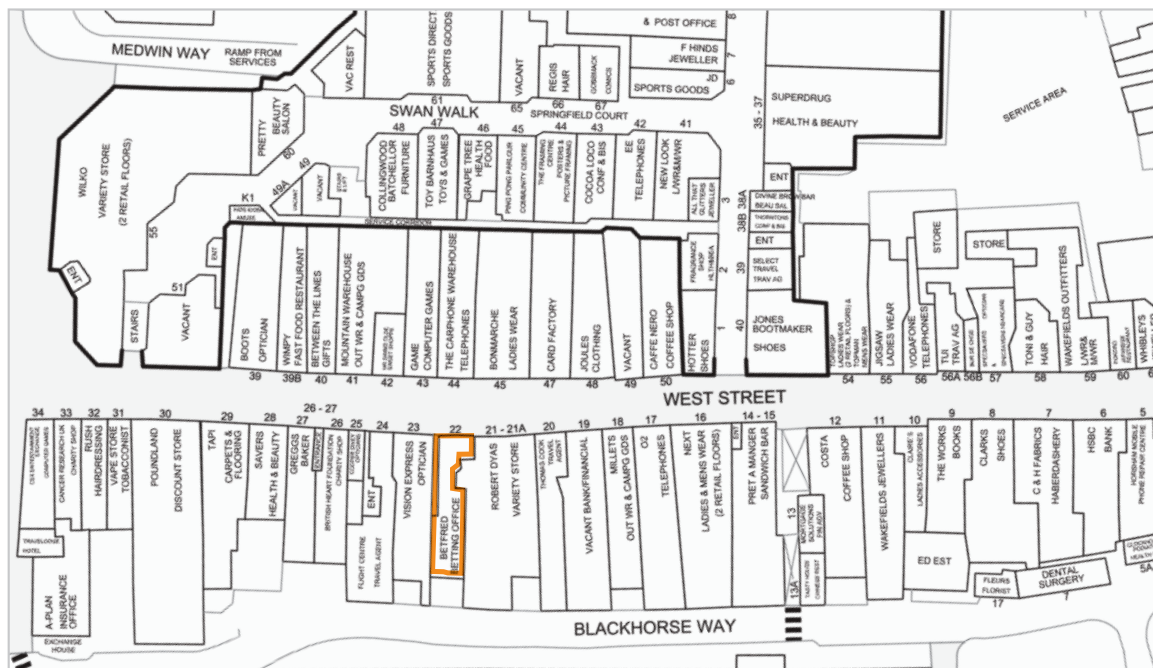
### Energy Performance Certificate

C. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Betting Office/Ancillary	107.70 sq m (1,159 sq ft)	DONE BROTHERS (CASH BETTING) LIMITED (1)	5 years from 07/03/2019 until 06/03/2024 on a full repairing and insuring lease	£38,750
Frist	Ancillary	98.40 sq m (1,059 sq ft)			
Total		206.10 sq m (2,218 sq ft)			£38,750

(1) For the year ending 29/09/2019 Done Brothers (Cash Betting) Limited reported a turnover of £388,347,000, pre-tax profits of £59,304,000 and total assets of £421,110,000 (NorthRow 13/11/2020).



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### Acuitus

George Goucher  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

### Acuitus

David Margolis  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

### Seller's Solicitors: Newtons

James McEwen  
+44 (0)1325 731973  
[james.mcewen@newtons.co.uk](mailto:james.mcewen@newtons.co.uk)



# Lot 15

£27,250 Per Annum  
Exclusive

## 37/41 Market Place, Uttoxeter, Staffordshire ST14 8HF

Freehold Building Society Investment (Plus two vacant former flats)



### Key Details

- Majority let to Nottingham Building Society
- 10 year lease from March 2017 (subject to option)
- Former flats offered with Vacant Possession
- Asset Management Opportunities including refurbishment and letting former residential
- Nearby retailers include Boots the Chemist, Greggs, WHSmith, Savers Health & Beauty and JD Wetherspoon
- VAT-Free Investment

On Behalf of **The co-operative bank**

### Location

**Miles:** 14 miles north-east of Stafford  
16 miles south-east of Stoke-on-Trent  
**Roads:** A50, A518, M6  
**Rail:** Uttoxeter  
**Air:** East Midlands Airport

### Situation

Uttoxeter is a market town in Staffordshire, approximately 14 miles north-east of Stafford and 16 miles south-east of Stoke-on-Trent. The property is located on the south-west side of Market Place, close to its junction with Market Street and High Street. Nearby retailers include Boots the Chemist, Greggs, WHSmith, Savers Health and Beauty and JD Wetherspoon.

### Description

The property comprises a double-fronted three storey building arranged as a ground floor banking hall with office and ancillary accommodation on the part first and part second floors. The property also includes two former residential flats on the part first and part second floors, which benefit from separate access.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Energy Performance Certificate

Available from the legal pack at [www.acutis.co.uk](http://www.acutis.co.uk).

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Banking Hall	155.92 sq m	(1,678 sq ft)	NOTTINGHAM BUILDING SOCIETY (1)	10 years from 01/03/2017 until 28/02/2027 (2)	£27,250	25/03/2022
Part First	Office/Ancillary	15.04 sq m	(162 sq ft)				
Part Second	Office/Ancillary	15.43 sq m	(166 sq ft)				
Part First	Former Residential	30.09 sq m	(324 sq ft)	VACANT	-	-	-
Part Second	Former Residential	30.87 sq m	(332 sq ft)				
<b>Total</b>		<b>247.35 sq m</b>	<b>(2,622 sq ft)</b>			<b>£27,250</b>	

- (1) Nottingham Building Society operate from 56 branches across the UK ([www.thenottingham.com](http://www.thenottingham.com)).  
(2) The lease provides a tenant option to determine on 01/03/2022.



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### Acutis

**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acutis.co.uk](mailto:george.goucher@acutis.co.uk)

### Acutis

**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acutis.co.uk](mailto:david.margolis@acutis.co.uk)

### Seller's Solicitors: Eversheds Sutherland

**Jessica Dorsett**  
+44 (0)161 831 8662  
[jessicadorsett@eversheds-sutherland.com](mailto:jessicadorsett@eversheds-sutherland.com)



# Lot 16

£28,000 Per Annum  
Exclusive

Howdens Joinery, Unit A, 8 Snipefield Industrial Estate,  
Tarbet Road, Drumore, **Campbeltown, Argyll & Bute PA28 6SY**

**Heritable Trade Counter/Industrial Investment**



## Key Details

- Let to Howdens Joinery Properties Limited with a guarantee from Howdens Joinery Limited
- Lease extended in 2019 for a further 10 years without break and no reduction in rent
- Detached property comprising 580.47 sq m (6,248 sq ft)
- Prominent main road frontage, close to Jewsons, Peugeot Car Showroom and Buildbase on established industrial estate

## On Behalf of Trustees

### Location

Miles: 61 miles south-west of Glasgow  
Roads: A83  
Air: Glasgow Airport

### Situation

Campbeltown is situated by Campbeltown Loch on the Kintyre peninsula. The property is situated one mile to the north of Campbeltown, on the well established Snipefield Industrial Estate, just off Tarbet Road. Nearby occupiers include Jewsons, Buildbase and a Peugeot car showroom.

### Description

The property comprises a detached ground floor trade counter/warehouse with ancillary office accommodation. The property benefits from an outbuilding used for further storage.

### Tenure

Heritable. (Scottish Equivalent of Freehold).

### VAT

VAT is applicable to this lot.

### Six Week Completion.

### Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

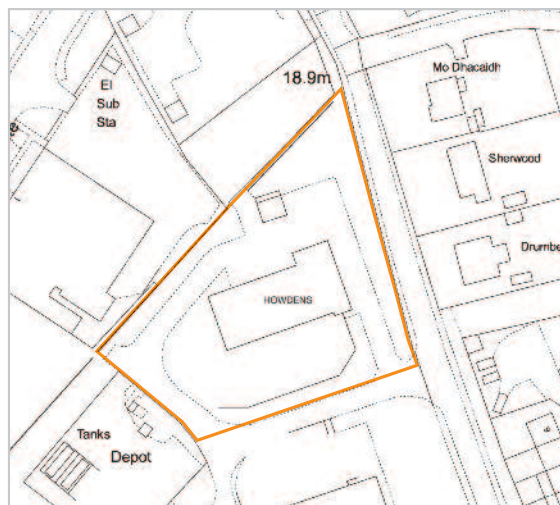
## Tenancy and accommodation

Floor	Use	Gross Internal Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Warehouse/	580.47 sq m	(6,248 sq ft)	HOWDEN JOINERY PROPERTIES LTD (1) with a guarantee from HOWDEN JOINERY LTD (2)	10 years from 06/02/2019 until 05/02/2029 on a full repairing and insuring lease (3)	£28,000	06/02/2024
	Office/Ancillary Outbuilding	28.99 sq m	(312 sq ft)				
Total		609.46 sq m	(6,560 sq ft)			£28,000	

(1) For the year ending 21/12/2019, Howden Joinery Properties Limited reported a turnover of £60,516,000, pre-tax profits of £2,881,000 and total assets of £122,678,000 (NorthRow 13/11/2020).

(2) For the year ending 21/12/2019, Howden Joinery Limited reported a turnover of £1,560,143,000, pre-tax profits of £295,328,000 and total assets of £2,272,395,000 (NorthRow 13/11/2020).

(3) The lease is FR&I, subject to a Schedule of Condition.



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### Acuitus

David Margolis  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

### Acuitus

Mhairi Archibald  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

### Seller's Solicitors: Burness Paull LLP

Alison Brunger  
+44 (0)141 273 6895  
[Alison.Brunger@burnesspaull.com](mailto:Alison.Brunger@burnesspaull.com)



# Lot 17

£42,500 per annum  
exclusive

120 Sauchiehall Street,  
**Glasgow, G2 3DH**

Heritable Retail Investment



## Key Details

- Prime location on Sauchiehall Street at the junction of Hope Street
- Let to RS Sauchiehall Ltd trading as The Refill Station
- Lease expires 11th September 2025 at a low rebased rent from 2019
- Passing rent of £42,500 per annum
- Nearby occupiers include Marks and Spencer, Primark, Savers, Waterstones, Superdrug and the Co-op

## Location

**Miles:** 47 miles west of Edinburgh  
**Roads:** M8  
**Rail:** Glasgow Central Station,  
Glasgow Queens Street Station  
**Air:** Glasgow International Airport (9 miles west)

## Situation

Glasgow is the largest city in Scotland, benefiting from excellent communication links via the M8 motorway network, and is well served by two major train stations, a bus station and Glasgow International Airport. Sauchiehall Street is one of Glasgow's principal retail and leisure destinations, catering predominantly to the needs of the student and young professional. The subject property is located at the junction with Hope Street on the busy pedestrianised section between Marks & Spencer, Primark, Boots, TK Maxx and WH Smith to the west and Buchanan Galleries to the east.

## Description

The property is arranged over ground, and basement floors within a typical city centre tenement building with four upper floors (the upper floors are not part of the sale).

## Tenure

Heritable.

## VAT

VAT is applicable to this lot.

## Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

## Tenancy and accommodation

Floor	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	55.17 sq m (594 sq ft)	RS Sauchiehall	6 years from	£42,500 (2)	11/09/2025
Basement	60.68 sq m (653 sq ft)	Limited (1)	12/09/2019 to 11/09/2025		
<b>Total</b>	<b>115.85 sq m (1,247 sq ft)</b>			<b>£42,500</b>	

- (1) RS Sauchiehall Ltd (Reg SC634042) is part of the Refill Station Group. An online Vape retailer who also trade from 10 stores across Scotland and the North of England [www.refillstation.online](http://www.refillstation.online). They are a new business that take each store in an independent company, being supplied and run by RSA1 Trading Ltd.
- (2) A rent deposit sum of £10,625 plus a further sum of £2,125 being equal to VAT on the deposit sum is held by the landlord under the deposit agreement.

## Viewings

Please contact Mhairi Archibald (07718 899341)



**Acuitus**  
**Mhairi Archibald**  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)



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**Seller's Solicitors: Burness Paull**  
**Graeme Bradshaw / Alison Brunger**  
+44 (0)141 273 6976 / +44 (0)141 273 6895  
[graeme.bradshaw@burnesspaull.com](mailto:graeme.bradshaw@burnesspaull.com) /  
[Alison.Brunger@burnesspaull.com](mailto:Alison.Brunger@burnesspaull.com)



# Lot 18

£32,500 Per Annum  
Exclusive (3)

## 52/53 Whitefriargate, Hull, East Riding of Yorkshire HU1 2HP

### High Yielding Freehold City Centre Retail Investment



#### Key Details

- Two shops, let to Cooplands Bakery and a local Florist
- Florist let on a new lease from August 2020
- Approximately 506.70 sq m (5,454 sq ft)
- Prominent corner position
- Nearby retailers including Holland & Barrett, The Works, Superdrug and Pandora

#### Location

**Miles:** 37 miles south-east of York  
55 miles east of Leeds  
**Roads:** A15, A63, M62, M180  
**Rail:** Hull Paragon Interchange  
**Air:** Humberside

#### Situation

Kingston-upon-Hull is a thriving east coast port, approximately 37 miles south-east of York. The property is situated in a prominent corner position on the north side of Whitefriargate, at its junction with Parliament Street. The property is approximately 250 metres from Princes Quay Shopping Centre, with nearby retailers including Holland & Barrett, The Works, Superdrug and Pandora.

#### Description

The property, which is Grade II listed, currently comprises two shops. 52 Whitefriargate comprises a ground floor shop with ancillary accommodation on the first floor. 53 Whitefriargate comprises a ground floor shop benefiting from a corner frontage with ancillary accommodation on the first and second floors.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

#### Six Week Completion.

#### Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

### Tenancy and accommodation

	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
52	Ground First	Retail Ancillary	122.20 sq m 55.90 sq m	(1,315 sq ft) (602 sq ft)	COOPLAND & SON (SCARBOROUGH) LIMITED (1)	Approximately 5 years and 4 months from 15/08/2017 until 24/12/2022	£18,500
53	Ground First Second	Retail Ancillary Ancillary	138.80 sq m 124.90 sq m 64.90 sq m	(1,494 sq ft) (1,344 sq ft) (699 sq ft)	L W GROUP LIMITED (t/a LW Plants & Design)	3 years from 28/08/2020 until 27/08/2023	£14,000 (3)
<b>Total</b>			<b>506.70 sq m</b>	<b>(5,454 sq ft)</b>			<b>£32,500 (3)</b>

- (1) For the year ending 31/03/2019, Coopland & Son (Scarborough) Limited reported a turnover of £50,172,831, pre-tax profits of £917,298 and total assets of £17,963,707 (NorthRow 17/11/2020). Coopland & Son operate from 166 locations across the UK ([www.cooplands-bakery.co.uk](http://www.cooplands-bakery.co.uk)).
- (2) [www.lwplants.com](http://www.lwplants.com)
- (3) Under the terms of the lease, the tenant pays a peppercorn rent until 27/08/2021, rising to £7,000 pa on 28/08/2021 and £14,000 pa on 28/08/2022. The Vendor has agreed to adjust the completion monies, so that the property effectively produces £14,000 pa from completion of the sale until the fixed rental increase in 28/08/2022. A rent deposit of £3,500 + VAT is held by the Seller.

#### Note

Please note the buyer will pay 1.5% VAT of the purchase price towards the Vendor's costs in addition to the cost of the searches. Please see Special Conditions of Sale.



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#### Acuitus

**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

#### Acuitus

**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

#### Seller's Solicitors: Hamlins LLP

**Angelique Umugwaneza**  
+44 (0)20 7355 6079  
[angelique.umugwaneza@hamlins.com](mailto:angelique.umugwaneza@hamlins.com)



# Lot 19

£36,000 Per Annum  
Exclusive

## 9 Arundel Street, Portsmouth, Hampshire PO1 1NB

High Yielding Freehold Retail Investment (with Future Development Potential)



### Key Details

- Let to Darker Enterprises Limited
- Pedestrianised City Centre location
- Planning Permission approved in June 2018 for conversion of upper parts to two x 1 bedroom/studio flats (subject to lease)
- Nearby occupiers include Primark, Pandora, Warren James, Lush, Bodyshop, Puregym, Wilko and Superdrug
- High Yielding on Guide Price

### Location

**Miles:** 18 miles south-east of Southampton  
70 miles south-west of London  
**Roads:** M275, M27, A3(M)  
**Rail:** Portsmouth & Southsea  
**Air:** Southampton

### Situation

Portsmouth is a popular port and coastal city approximately 18 miles south-east of Southampton and 70 miles south-west of London. The property is situated in a prominent location on the pedestrianised Arundel Street, in the heart of the city centre, less than half a mile from Portsmouth University and a short walk to Cascades Shopping Centre, with retailers including Primark, Pandora, Warren James, Lush and Bodyshop. Other nearby occupiers on Arundel Street include Puregym, Wilko and Superdrug.

### Description

The property comprises a two storey building, arranged as a ground floor shop with ancillary accommodation on the first floor. The second floor is a facade only and therefore void, but allowing for possible development.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

D. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
Ground	Retail/Ancillary	78.50 sq m	(845 sq ft)	DARKER ENTERPRISES LIMITED (1)	15 years from 02/04/2007 until 01/04/2022 on a full repairing and insuring lease (2)	£36,000
First	Ancillary	78.50 sq m	(845 sq ft)			
<b>Total</b>		<b>157.00 sq m</b>	<b>(1,690 sq ft)</b>			<b>£36,000</b>

- (1) For the year ending 31/12/2018, Darker Enterprises Limited did not report a turnover or pre-tax profits, but reported total assets of £1,361,952 (NorthRow 18/11/2020).
- (2) The lease is FR&I, subject to a Schedule of Condition.

### Planning

Planning permission was approved in June 2018 for two x 1 bedroom/studio flats above (Ref:18/00005/PASBD). For more information please contact Portsmouth City Council:  
T: 023 9282 2251  
E: [planning@portsmouthcc.gov.uk](mailto:planning@portsmouthcc.gov.uk)



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### Acuitus

**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

### Acuitus

**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

### Associate Auctioneer

**Joseph Bachman**  
+44 (0)77236 19270  
[joseph@bluealpine.com](mailto:joseph@bluealpine.com)



**BLUE ALPINE**  
PROPERTY INVESTMENT & DEVELOPMENT

### Seller's Solicitors: Axiom Stone

**Jaymini Ghelani**  
+44 (0)20 8951 6984  
[jg@axiomstone.co.uk](mailto:jg@axiomstone.co.uk)



# Lot 20

Gross Rent: £42,000  
per annum exclusive  
Net Rent: £35,511  
per annum exclusive

## 7, 7A and 7B West Street, Havant, Hampshire PO9 1EH Parade of Three Shops



### Key Details

- Includes a Parade of 3 Shops
- Prime Pedestrianised Town Centre Location
- Neighbouring occupiers include Poundland, Greggs, Halifax, Boots, McDonald's and Caffè Nero

### Location

**Miles:** 7 miles north-east of Portsmouth 11 miles west of Chichester 23 miles south-east of Winchester  
**Roads:** A27, A3(M), M27  
**Rail:** Havant Railway Station (direct to London Waterloo and London Victoria)  
**Air:** Southampton International Airport

### Situation

The property is situated on the south side of West Street, the towns prime pedestrianised retail thoroughfare. Neighbouring occupiers include Poundland, Greggs, Halifax, Boots, McDonald's and Caffè Nero.

### Description

The property comprises three shops with retail accommodation on the ground floor and ancillary accommodation on the first floor.

### Tenure

Long Leasehold. Held from the Council of the Borough of Havant for a term of 125 years from 25/12/1983 at a rent of 14.5% of the rental value. The current rent is £6,489 per annum exclusive.

### Six Week Completion

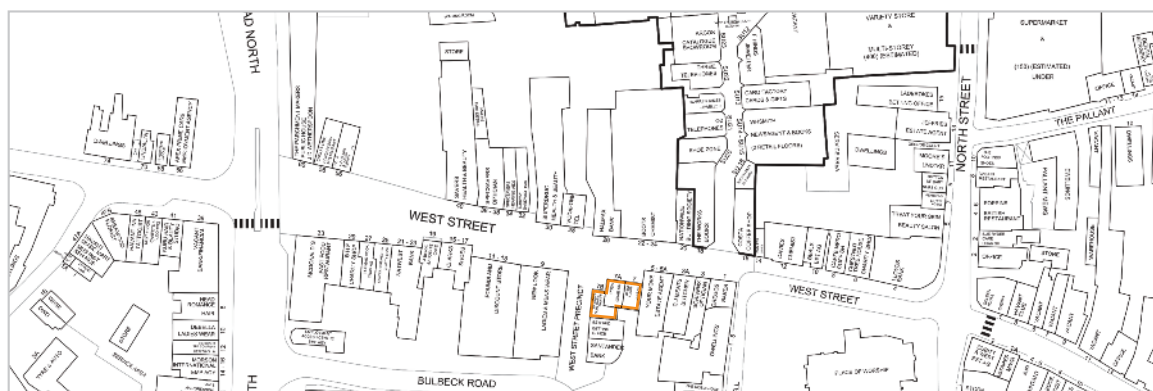
### Energy Performance Certificate

See legal pack.

## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
7	Ground First	Retail Ancillary	39.20 sq m 27.59 sq m	(422 sq ft) (297 sq ft)	TRUSTEES OF THE BRENT LODGE BIRD AND WILDLIFE TRUST (1)	5 years from 25/12/2017 on a full repairing and insuring lease	£13,500	24/12/2022
7a	Ground First	Retail Ancillary	39.48 sq m 32.89 sq m	(425 sq ft) (354 sq ft)	PDSA (2)	10 years from 12/12/2013 on a full repairing and insuring lease	£14,000	11/12/2023
7b	Ground First	Retail/Ancillary	45.52 sq m 49.52 sq m	(490 sq ft) (533 sq ft)	INDIVIDUAL t/a Mr Simms Olde Sweet Shoppe	5 years from 22/12/2019	£14,500	21/12/2024
<b>Total</b>			<b>234.20 sq m (2,521 sq ft)</b>				<b>£42,000</b>	

- (1) Brent Lodge Bird & Wildlife Trust is a charity registered in England & Wales, Charity No. 276179.  
(2) PDSA is a major registered charity (Registered charity nos. 208217 & SC037585) that was found in 1917. The PDSA operate retail shops nationwide, and 48 Pet Aid hospitals. For the year ending 31st December 2019 PDSA reported income of £96,080,000, total funds of £73,636,000. (Source: PDSA Annual Report and Accounts 2019, www.pdsa.org.uk)



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**Acuitus**  
**John Mehtab**  
+44 (0)20 7034 4855  
+44. (0)7899 060 519  
john.mehtab@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)20 7034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

**Seller's Solicitors: Robert McLaren Solicitors**  
**Robert McLaren**  
+44 (0)1798 342 363  
mclarenlegal@btconnect.com



# Lot 21

£400 Per Annum  
Exclusive

## Falcon Court, Stockton-on-Tees, TS18 3TX

Freehold Ground Rents together with surrounding site areas



### Key Details

- Substantial Business park management opportunity
- Strong road connections via the A66, A19 and A1(M)
- Located on the established and popular Preston Farm Business Park
- Comprises the freehold interest of 34 buildings together with extensive landscaping, access roads and shared car parking areas

### On Behalf of Administrators at Moorfields

#### Location

**Miles:** 13 miles north-west of Darlington  
24 miles south-east of Durham  
35 miles south of Newcastle upon Tyne

**Roads:** A66, A19 and A1(M)

**Rail:** Stockton Railway Station

**Air:** Durham Tees Valley International Airport

#### Situation

Falcon Court is made up of 36 office pavilions and is located on the established and popular Preston Farm Business Park, just two miles south of Stockton-on-Tees town centre. The business park benefits from strong road connections via the A135, A66 and A1(M). Occupiers within the Business Park include The NHS, AES Seal Plc and Northern Powergrid. Falcon Court also benefits from a creche, dentist, Greggs and hairdresser.

#### Description

The property is the residual freehold interest of Falcon Court Business Park comprising some 34 buildings, providing mainly office accommodation together with some retail, restaurant and healthcare facilities. In addition to the buildings, which provide accommodation in excess of 200,000 sq ft, there are communal parking areas, providing parking for in excess of 900 cars, estate roads and landscaped areas all within the demise. There are an additional two office buildings on Falcon Court, the freeholds of which have been sold off.

### Tenancy and accommodation

The footprints of the 34 buildings are underlet on leases which were originally granted for terms of 125, 250 and 999 years at nominal rents and currently produce a total ground rent across all the buildings of £400 per annum exclusive.

Within this sale, the communal car parking areas, access roadways and landscaping surrounding the buildings are included. The tenants of the various buildings have the right to use these additional areas and in return, the tenants pay an estate service charge for the freeholder to manage and maintain.

In addition there are two buildings on the estate which have been sold off on a freehold basis although the purchasers of these buildings still contribute towards the estate service charge.

There may be opportunities to develop further areas of the estate (subject to consents), to re-gear existing head leases and to benefit from changes of use not currently permitted by the current head leases.

Full title plans and a tenancy schedule are available to download from the legal pack.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.



**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
Peter.mayo@acuitus.co.uk

**Acuitus**  
**Billy Struth**  
+44 (0)20 7034 4854  
+44 (0)7824 705 955  
billy.struth@acuitus.co.uk

**Seller's Solicitors: Brecher LLP**  
**Lucinda Lymer**  
+44 (0)20 3848 4355  
llymer@brecher.co.uk



# Lot 22

Vacant Possession

## 72-74 High Street, , Weston-Super-Mare, Somerset BS23 1HS

### Freehold Town Centre Development Opportunity



#### Key Details

- Comprises approximately 805.80 sq m (8,674 sq ft)
- Of interest to owner occupiers, investors and developers with Change of Use and Development Potential
- Benefits from separate access to upper floors
- Prominent position close to The Sovereign Shopping Centre
- Nearby retailers include Wilko, Savers, Card Factory, Trespass, B&M, Poundland, The Works, Caffe Nero, Boots the Chemist and WHSmith
- Low Capital Value per sq ft on Guide Price

#### Location

Miles: 21 miles south-west of Bristol  
Roads: A370, M5  
Rail: Weston-super-Mare  
Air: Bristol Airport

#### Situation

Weston-super-Mare is a popular seaside town in Somerset located approximately 21 miles south-west of Bristol. The property is situated in a prominent position on the east side of the pedestrianised high street, a short walk to The Sovereign Shopping Centre, with retailers including Wilko, Savers, Card Factory and Trespass. Other nearby retailers on High Street include B&M, Poundland, The Works, Caffe Nero, Boots the Chemist and WHSmith.

#### Description

The property comprises a refurbished ground floor shop with separate access to the first and second floors, which were previously let separately comprising part trading accommodation. There is lift access to the first floor in a lobby at ground floor level and the property benefits from loading at the rear. The whole building is fully fitted to a high standard.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

#### Six Week Completion.

#### Energy Performance Certificate

C. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

### Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Possession
Ground	Retail/Ancillary	304.80 sq m (3,281 sq ft)	VACANT
First	Retail/Ancillary	360.00 sq m (3,875 sq ft)	
Second	Ancillary	141.50 sq m (1,523 sq ft)	
<b>Total</b>		<b>805.80 sq m (8,679 sq ft)</b>	



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**Acuitus**  
**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Associate Auctioneer:**  
**Robert Larkman**  
+44 (0)1823 323523  
[rw@larkmanedgcumbe.co.uk](mailto:rw@larkmanedgcumbe.co.uk)



**Seller's Solicitors: Knights Plc**  
**Christopher Dickinson**  
+44 (0)1865 811 700  
[chris.dickinson@knightsplc.com](mailto:chris.dickinson@knightsplc.com)



# Lot 23

Vacant Possession

52/54 Regent Street,  
**Swindon, Wiltshire SN1 1JS**

Majority Freehold Retail Opportunity



## Key Details

- Large shop comprising approximately 421.77 sq m (4,540 sq ft)
- Of interest to owner occupiers, investors and developers
- Modern building in prominent pedestrianised Town Centre location, close to Brunel Shopping Centre
- Nearby retailers include Lush, Boots the Chemist, Waterstones, Sainsbury's, Primark, WHSmith, H. Samuel and Poundstretcher

## Location

**Miles:** 29 miles south-west of Oxford  
30 miles south-east of Cheltenham  
**Roads:** A419, A420, M4  
**Rail:** Swindon  
**Air:** Bristol Airport

## Situation

Swindon is located approximately 29 miles south-west of Oxford and 30 miles south-east of Cheltenham. The town is equidistant between Bristol and Reading along the M4 motorway and benefits from excellent road connections being less than 4 miles to J15 of the M4. The property is located on the south side of Regent Street, in a prominent pedestrianised position, a short walk to The Brunel Shopping Centre, with retailers including Lush, Boots the Chemist, Waterstones and Sainsbury's. Other retailers on Regent Street include Primark, WHSmith, H. Samuel and Poundstretcher. Granville Street car park is immediately behind the property.

## Description

The property comprises a large, modern ground floor shop with ancillary accommodation on the first floor.

## Tenure

Freehold. (Plus yard to the rear being held long leasehold for a term of 999 years from 24/06/1896 at a rent of £1 pa).

## VAT

VAT is applicable to this lot.

## Six Week Completion.

## Energy Performance Certificate

D. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession
Ground	Retail/Ancillary	(290.78 sq m)	(3,130 sq ft)	VACANT
First	Retail/Ancillary	(130.99 sq m)	(1,410 sq ft)	
<b>Total</b>		<b>421.77 sq m</b>	<b>(4,540 sq ft)</b>	



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## Acuitus

Peter Mayo

+44 (0)20 7034 4864

+44 (0)7833 459 318

[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

## Acuitus

George Goucher

+44 (0)20 7034 4860

+44 (0)7513 610 710

[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

## Seller's Solicitors: Dentons UK and Middle East LLP

Jo Campbell-Smith

+44 (0)330 222 1682

[jo.campbell-smith@dentons.com](mailto:jo.campbell-smith@dentons.com)



Irvin House, Hareness Road,  
**Aberdeen, AB12 3LE**  
Heritable vacant office and industrial building



Key Details

- Prime industrial location on established Altens Industrial Estate
- High quality fit out including a 5 tonne crane in situ \*
- Secure yard area of 0.66 acres
- Located close to the new Aberdeen harbour development.
- Nearby occupiers include CAN Group, Swire Oilfield, ABB Limited and Wood.

On Instructions of Administrators

Location

Miles: 3 miles south of Aberdeen City Centre  
63 miles north-east of Dundee  
Roads: A956, A90  
Rail: Aberdeen Railway Station (Mainline and Scotrail)  
Air: Aberdeen International Airport

Situation

The property is located on Hareness Road, the main arterial route within Altens Industrial Estate, one of Aberdeen's most established industrial areas. Located 3 miles south of the city centre, Hareness Road is accessed from Wellington Road (A956), which leads to Aberdeen City Centre, Aberdeen railway station and the A90/M90. The Aberdeen Western Peripheral Route (AWPR) has further improved connectivity with the nearest junction located approx. 2.5 miles south of the property. The building is also located close to the new Aberdeen harbour development. Surrounding occupiers include CAN Group, Swire Oilfield, ABB Limited and Wood Group.

Description

The property comprises a warehouse and office facility with a secure yard. The building has been extensively fitted out to provide high quality warehouse and largely open plan office accommodation with a series of meeting rooms, individual offices, staff/welfare areas and a gymnasium. The warehouse is of steel portal frame construction with an eaves height of approx. 5.2 metres and a 5 tonne crane in situ \*.

\* The crane has not been tested, nor have we had sight of any service records.

Tenure

Heritable.

Tenancy and accommodation

Floor	Accommodation	Floor Areas (Approx)		Possession
Ground Floor	Workshop	1,883.13 sq m	(20,270 sq ft)	Vacant
Ground Floor	Canteen/ Changing Rooms	262.21 sq m	(2,822 sq ft)	
Ground Floor	Canteen/ Changing Rooms	262.21 sq m	(2,822 sq ft)	
Ground Floor	Office	982.35 sq m	(10,574 sq ft)	
First Floor	Workshop Office	113.34 sq m	(1,220 sq ft)	
First Floor	Gym/training Room	203.86 sq m	(2,194 sq ft)	
First Floor	Office	987.55 sq m	(10,630 sq ft)	
TOTAL		4,432.37 sq m	(47,710 sq ft) (1)	

(1) There is also a secure yard area of 0.66 acres

Energy Performance Certificate

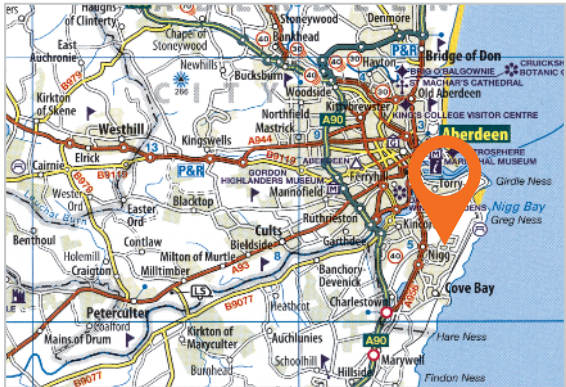
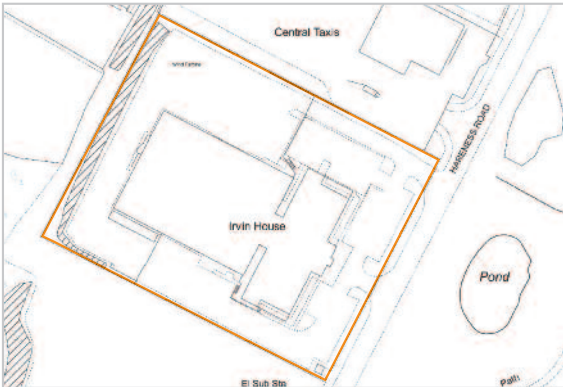
See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

VAT

VAT is applicable to this lot.

Viewings

Please contact Mhairi Archibald



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**Acuitus**  
**Mhairi Archibald**  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)207833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

**Associate Auctioneer**  
**Savills (UK) Ltd**  
**Dan Smith**  
+44 (0)7967 555835  
[dan.smith@savills.com](mailto:dan.smith@savills.com)

**Seller's Solicitors: Addleshaw Goddard LLP**  
Craig Falconer  
+44 (0)1224 965403  
[craig.falconer@addleshawgoddard.com](mailto:craig.falconer@addleshawgoddard.com)





- Comprises 2,003 sq ft over three floors
- Possible Development/Change of Use opportunities (subject to necessary consents)
- Prominent position on High Street
- Close to Tunstall Market and Farndale Street car park
- Nearby retailers include WHSmith, Savers Health and Beauty, Argos, Matalan and various independent retailers
- VAT-Free Opportunity

On Behalf of The co-operative  
Location bank

**Miles:** 3 miles north of Newcastle-under-Lyme  
12 miles east of Crewe  
**Roads:** A34, A53, M6  
**Air:** Manchester Airport

Tunstall is a Potteries town located approximately 32 miles south of Manchester. The property is situated in a prominent position on the west side of High Street, close to Tunstall Market and Farndale Street car park. Nearby retailers include WHSmith, Savers Health and Beauty, Argos, Matalan and various independent retailers.

The property comprises a three storey building, currently arranged as a ground floor former bank, with office/ancillary accommodation on the first and second floors. The property forms part of a larger former branch.

## Freehold

VAT is not applicable to this lot.

D. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

Floor	Use	Floor Areas (Approx)		Possession
Ground	Banking Hall/Retail	82.85 sq m	(892 sq ft)	VACANT
First	Office/Ancillary	54.82 sq m	(591 sq ft)	
Second	Ancillary	48.25 sq m	(520 sq ft)	
<b>Total</b>		<b>185.95 sq m</b>	<b>(2,003 sq ft)</b>	



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**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610 710  
george.goucher@acuitus.co.uk

**Acuitus**  
**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484 440  
david.margolis@acuitus.co.uk

**Seller's Solicitors: Eversheds Sutherland**  
**Jessica Dorsett**  
+44 (0)161 831 8662  
jessicadorsett@eversheds-sutherland.com



# Lot 26

£12,000 Per Annum

## 228-232 High Street, Kirkcaldy, Fife KY1 1JT

### Heritable Retail investment with development potential



#### Key Details

- Well located close to the pedestrianised High Street
- Nearby occupiers include British Heart Foundation, JD Wetherspoon and Kirkcaldy Indoor Market
- Let to Wilkie's Limited on a new 2 year lease
- Currently producing £12,000 pa
- Three vacant upper floors with residential development potential (subject to planning)

#### Location

**Miles:** 18 miles north-east of the Forth Road Bridge  
28 miles north of Edinburgh  
24 miles south west of St Andrews

**Roads:** A92

**Rail:** Kirkcaldy Railway Station (ScotRail)

**Air:** Edinburgh Airport

#### Situation

The property is situated on the south side of High Street, close to its junction with Kirk Wynd in Kirkcaldy town centre. Nearby occupiers include British Heart Foundation, Specsavers and Kirkcaldy Indoor Market. In 2019, Fife Council gave consent to the development of around 1,200 houses and flats, a primary school and retail units on land at the south-west edge of the town. More locally to the property, £1.60m of improvements to the Promenade are almost complete.

#### Description

The property comprises a traditional sandstone building planned over basement, ground and three upper floors. At ground floor there is a large extension at ground and first floor levels to the rear. There are a 13 car parking spaces to the rear accessed from the Promenade. Plans have been produced indicating a potential redevelopment of the upper floors to create 2-3 residential flats. Fife Council have indicated council grant applications could be available as a contribution towards this development (subject to funding approval and planning consent). Any development of the upper floors is subject to planning consent.

#### Tenure

Heritable.

#### VAT

VAT is applicable to this lot.

#### Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

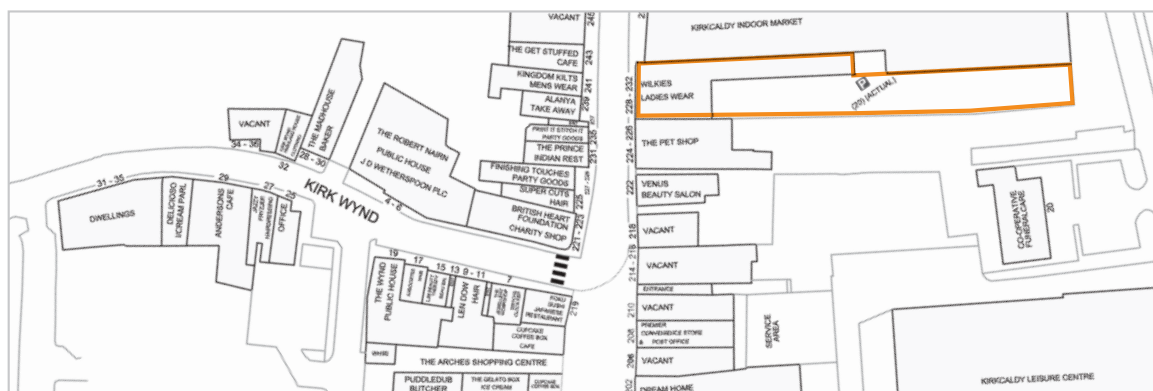
## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession	Term	Rent p.a.x.
Basement	Unused	see note (2) below		Vacant Possession		£0
Ground	Retail	175.36 sq m	(1,888 sq ft)	Wilkie's Limited (by licence) (1)	5 years from date of sale (3)	£12,000
	Stores/Ancillary	131.60 sq m	(1,416 sq ft)			
First	Retail Sales	116.01 sq m	(1,249 sq ft)			
Car park (13 spaces)						
First	Storage	294.74 sq m	(3,173 sq ft)	Vacant Possession		£0
Second	Storage	107.95 sq m	(1,162 sq ft)	Vacant Possession		£0
Attic	Storage	66.83 sq m	(719 sq ft)	Vacant Possession		£0
<b>TOTAL</b>		<b>776.49 sq m</b>	<b>(8,358 sq ft)</b>			<b>£12,000</b>

- (1) Wilkie's Limited began trading as a clothing retailer in Edinburgh in 1898. The company now operates from 15 stores throughout Scotland with an online platform. Wilkie's have created a new 2 year licence for occupation of the ground floor and basement.
- (2) The basement floor has a restricted ceiling height throughout and has not been measured. The basement floor area is estimated to be similar to the front area of the ground floor retail shop with an estimated floor area of the whole ground floor area of 175.21 sq m (1,886 sq ft)
- (3) The date of entry under the licence will be the date of entry in the disposition transferring title to the purchaser. The licence is subject to a tenant break option on the second anniversary of the date of entry on 3 months prior written notice. There is a photographic schedule of condition attached to the lease (further detail can be found in the legal pack)

#### Viewings

Please contact Mhairi Archibald (0771 8899341)



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#### Acuitus

**Mhairi Archibald**  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

#### Acuitus

**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

#### Seller's Solicitors: MBM Commercial

**Jane Ramsay**  
+44 (0)131 226 8222  
[jane.ramsay@mbmcommercial.co.uk](mailto:jane.ramsay@mbmcommercial.co.uk)



# Lot 27

Vacant Possession

1 Howe Moss Avenue, ,  
**Dyce, Aberdeenshire AB21 0GP**  
Heritable vacant industrial and office property



### Key Details

- Well located office building in Kirkhill Industrial Estate close to Aberdeen airport
- 1.5 miles from Aberdeen Western Peripheral Route, the new bypass linking the north and south of the city
- Future development opportunities (subject to planning)
- Nearby occupiers include Halliburton, Dolphin Drilling, DHL and Iron Mountain

### Location

**Miles:** 5 miles north of Aberdeen city centre  
**Roads:** A96, AWPR - Aberdeen Western Peripheral Road  
**Rail:** Aberdeen Railway Station (Mainline and ScotRail)  
**Air:** Aberdeen Airport

### Situation

The property is situated in a central location within Kirkhill Industrial Estate in Dyce 7 miles north of Aberdeen city centre and close to Aberdeen Airport. The industrial estate links with the A96 trunk road linking Dyce with Aberdeen city centre and is 1.5 miles from the new AWPR (the new bypass linking Portlethen to the south of the city with Dyce and the north). Nearby occupiers include Halliburton, Schlumberger, DHL, CHC Scotia, Iron Mountain and Dolphin Drilling.

### Description

The property comprises a detached industrial unit with two storey office accommodation along with a shared tarmac forecourt. The industrial unit benefits from both a 5 Tonne and a 2 Tonne overhead gantry cranes

### Tenure

Heritable.

### VAT

VAT is not applicable to this lot.

### Energy Performance Certificate

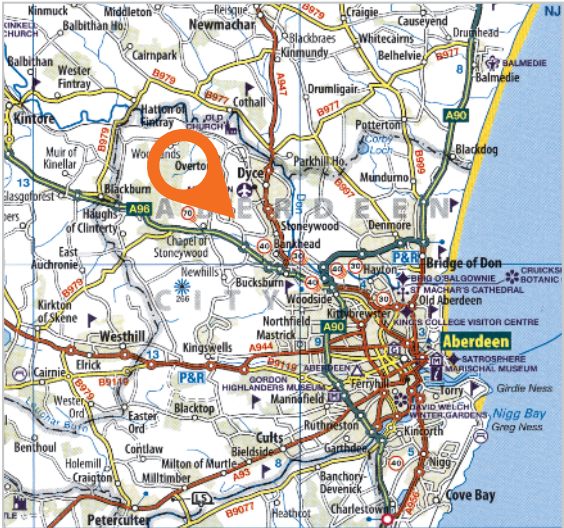
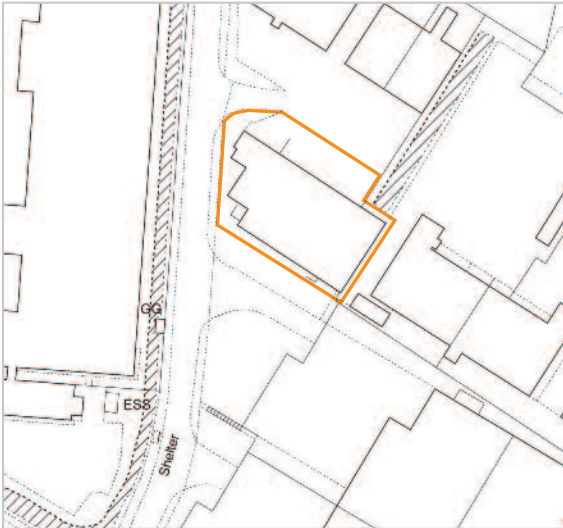
See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

## Tenancy and accommodation

Floor	Accommodation	Floor Areas (Approx)		Possession
Ground Floor	Office	101.74 sq m	(1,095 sq ft)	Vacant Possession
Ground Floor	Warehouse	573.97 sq m	(6,178 sq ft)	
First Floor	Office	95.75 sq m	(1,031 sq ft)	
First Floor	Warehouse Offices	82.80 sq m	(891 sq ft)	
Mezzanine	Mezzanine	114.78 sq m	(1,235 sq ft)	
TOTAL		969.04 sq m	(10,430 sq ft)	

### Viewings

Please contact Mhairi Archibald (07718899341)



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**Acuitus**  
**Mhairi Archibald**  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

**Associate Auctioneer: CBRE**  
**Iain Landsman**  
+44 (0)7880 480298  
[iain.landsman@cbre.com](mailto:iain.landsman@cbre.com)

**Seller's Solicitors: Stronachs**  
**Joy Mullin**  
+44 (0)1224 845944  
[joy.mullin@stronachs.com](mailto:joy.mullin@stronachs.com)



Upstate House, Gemini Crescent, Dundee Technology Park,  
**Dundee, DD2 1SW**

Heritable Vacant Office building with 64 Car Parking Spaces



Key Details

- Modern detached office pavilion
- Prominent Location Fronting Riverside Drive (A85)
- Substantial Private Car Parking for 64 cars
- Neighbouring occupiers include HMRC, BNP Paribas, The Royal Bank of Scotland, Hillcrest and Insights.

Location

**Miles:** 4 miles west of Dundee City Centre  
23 miles east of Perth  
62 miles north of Edinburgh

**Roads:** A85, A90, A92, M90

**Rail:** Dundee Railway Station (Mainline and Scotrail)

**Air:** Dundee Airport

Situation

Dundee Technology Park is a well established and strategically located business park situated on the A90 and the A85, which provides access to Dundee city centre, west to Perth and onwards to the national motorway network. The property is situated in a highly prominent position fronting onto the A85, also known as Riverside Drive. The property is accessed from Explorer Road, which is the main trunk road through Dundee Technology Park. Nearby occupiers on the business park include The Royal Bank of Scotland, HM Revenue & Customs, BNP Paribas and Hillcrest. The DoubleTree Hilton Hotel and Premier Inn are also close by.

Description

The property comprises a modern detached 2 storey pavilion building with 64 car parking spaces on site. Internally the property has an impressive full height entrance atrium and provides a mix of cellular and open plan office accommodation. There are a combination of raised access floors at first floor and solid concrete at ground floor with air conditioning throughout.

Tenure

Heritable.

VAT

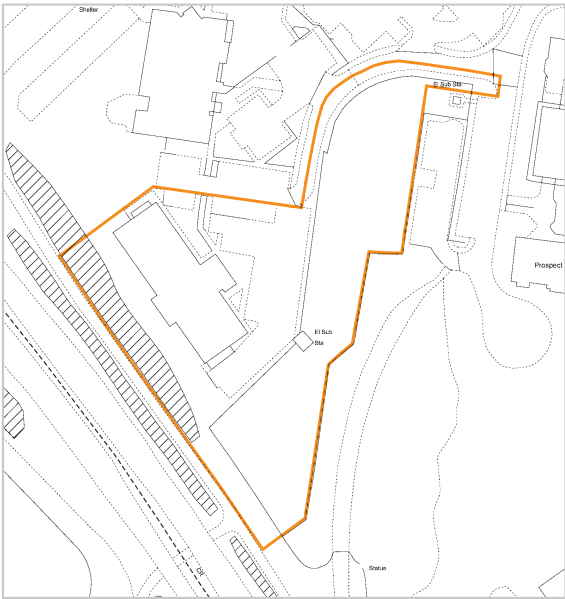
VAT is applicable to this lot.

Tenancy and accommodation

Floor	Floor Areas (Approx)		Possession
Ground	655.22 sq m	(7,053 sq ft)	Vacant Possession
First	657.07 sq m	(7,073 sq ft)	
<b>TOTAL</b>	<b>1,312.29 sq m</b>	<b>(14,126 sq ft)</b>	

Viewings

Please contact Mhairi Archibald (07718 899341)



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**Acuitus**  
**Mhairi Archibald**  
+44 (0)7718 899 341  
Mhairi.archibald@acuitus.co.uk

**Acuitus**  
**Peter Mayo**  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
Peter.mayo@acuitus.co.uk

**Associate Auctioneer**  
**Andrew Dandie**  
+44 (0)1382 200064  
andrew.dandie@g-s.co.uk



**Seller's Solicitors: Pinsent Masons LLP**  
**Ewan Alexander/ Roseanne Ogden**  
+44 (0)131 777 7027/ +44 (0)131 225 0093  
Ewan.Alexander@pinsentmasons.com/  
Roseanne.ogden@pinsentmasons.com



184-192 Market Street,  
**Aberdeen, Aberdeenshire AB11 5PQ**  
Heritable Office property



Key Details

- Prominent city centre office property with development potential (subject to planning consent)
- 24 on site car parking spaces
- Adjacent to Union Square Shopping Centre
- Directly opposite Aberdeen harbour
- Nearby occupiers include Petrofac, EnQuest, Engie and Sodexo

Location

Miles: 67 miles north-east of Dundee  
Roads: A90, A96  
Rail: Aberdeen Railway Station (Mainline and ScotRail)  
Air: Aberdeen Airport

Situation

The property is located on the west side of Market Street, immediately opposite Aberdeen Harbour and within the popular North Dee business area. Close to the 700,000 sq ft Union Square shopping and leisure centre and within walking distance of Union Street. Close to Aberdeen Railway Station, the property is also well connected to the road network with Market Street connecting with North Esplanade West and south to Wellington Road and A90.

Description

The property comprises a mid terraced traditional granite building arranged over basement, ground and three upper floors. A mix of open plan and cellular office space with 24 car parking spaces to the rear.

Tenure

Heritable.

VAT

VAT is applicable to this lot.

Energy Performance Certificate

See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

Tenancy and accommodation

Floor	Floor Areas (Approx)		Possession
Basement	59.84 sq m	(640 sq ft)	Vacant Possession (1)
Ground Floor	164.26 sq m	(1,768 sq ft)	
First Floor	114.08 sq m	(1,228 sq ft)	
Second Floor	112.81 sq m	(1,214 sq ft)	
Third Floor	107.81 sq m	(1,160 sq ft)	
TOTAL	558.50 sq m	(6,010 sq ft) (1)	

(1) The property is currently occupied on an informal basis by a seafarers charity. Vacant possession will be provided at date of settlement of a sale

Viewings

Please contact Mhairi Archibald (07718 899341)



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**Acuitus**  
Mhairi Archibald  
+44 (0)7718 899 341  
[Mhairi.archibald@acuitus.co.uk](mailto:Mhairi.archibald@acuitus.co.uk)

**Acuitus**  
Peter Mayo  
+44 (0)20 7034 4864  
+44 (0)7833 459 318  
[Peter.mayo@acuitus.co.uk](mailto:Peter.mayo@acuitus.co.uk)

**Associate Auctioneer: CBRE**  
Iain Landsman  
+44 (0)7880 480298  
[iain.landsman@cbre.com](mailto:iain.landsman@cbre.com)

**Seller's Solicitors: Mackinnons Solicitors**  
Caroline Cumming  
+44 (0)1224 632464  
[caroline@mackinnons.com](mailto:caroline@mackinnons.com)



# Requirements for bidders and buyers under the Money Laundering Regulations

By law we are required to prevent our services being used for money laundering or terrorist financing purposes. The obligations are set out in the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("The Regulations").

The Regulations require us to carry out customer due diligence. This includes the identification of:

- the Buyer;
- the bidder (if different from the Buyer); and
- the person providing funds for the deposit

If you bid as agent or representative for the Buyer, you will also need to provide us with written evidence of your authority to do so from the Buyer.

The table below shows the identification documents usually required. If the capacity in which you propose to purchase is not shown, please discuss with an Acuitus director as soon as possible **before** the auction.

We may also undertake further identification checks through third party sources.

Any personal data obtained for the purposes of complying with The Regulations may only be processed by us for the prevention of money laundering or terrorist financing.

It is important that you are aware that under clause A6.5 of the Auction Conduct Conditions the sale contract can be ended by us if, in our absolute discretion, we are not fully satisfied with compliance under The Regulations.

Who	Minimum Requirements	
<b>Bidder (the individual who has made the successful bid for the lot)</b>	<ul style="list-style-type: none"><li>• ID for the bidder</li><li>• Written proof of authority to act as agent for the Buyer</li></ul>	
AND		
<b>Buyer</b> (company, individual(s) or other body who will be the owner of the lot)	Individual(s) (unless the individual is the bidder)	ID relating to all the Buyer(s)
	UK registered limited company or limited liability partnership (LLP)	<ul style="list-style-type: none"><li>• Registration Number</li><li>• Certificate of Incorporation</li><li>• Proof of Registered Office Address</li><li>• Full Names of Board of Directors</li><li>• ID for the individual(s) controlling the transaction</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights</li><li>• For an LLP, ID for 2 designated members</li></ul>
	Unincorporated business or partnership	<ul style="list-style-type: none"><li>• ID for the individual(s) controlling the transaction</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights</li></ul>
	Trusts	<ul style="list-style-type: none"><li>• Copy of the Trust Deed</li><li>• ID for 2 trustees, including the trustee controlling the transaction</li><li>• ID for any beneficiary with an interest of more than 25% in the trust</li></ul>
	Foreign registered companies	<ul style="list-style-type: none"><li>• Certificate of incorporation</li><li>• Memorandum of association and evidence of the registered office</li><li>• Register of shareholders, including those for parent companies and group structure if applicable</li><li>• ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital profits or voting rights and for the controlling party, if different</li></ul>
AND		
<b>Provider of funds for deposit</b>	<ul style="list-style-type: none"><li>• The deposit must be paid from a bank or building society that is regulated by a Competent UK Regulatory Authority</li><li>• Documentary evidence of the link between the bidder/Buyer and the funds provider</li></ul>	

ID means the originals of

- Photo ID issued by a government authority with full name, and date of birth. Passport or Driving Licence
- Proof of residential address such as a utility company or council tax bill or bank statement within the last three months

We may accept photo copies of these documents providing each document page has an original certification by an appropriate person such as a bank, financial institution, solicitor or chartered accountant.

In certain circumstance we can rely on others to apply customer due diligence for us including a UK business which is itself subject to The Regulations.

You can start the registration process before the auction by completing the Acuitus Customer Due Diligence form found in the auction catalogue for each lot and returning it to the Acuitus contact for that lot. The Acuitus Customer Due Diligence form can also be downloaded from our website.



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

## Important Notice to buyers at an Acuitus Auction

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

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 or website 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.

## Common Auction Conditions for Real Estate Auctions

Edition 4.0

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*The words in italics do not form part of the CAC*

### Introduction

The Common Auction Conditions are designed for real estate auctions, to set a common standard across the industry. There are three sections, all of which are compulsory except where stated:

#### Glossary (Compulsory)

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

#### Auction Conduct Conditions (Compulsory)

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

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

#### Sale Conditions (General Conditions compulsory, template forms optional)

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply. The template forms of special conditions of sale, tenancy and arrears schedules are not reproduced in the catalogue. Refer to the seller's conveyancer's legal pack.

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#### TENANCY SCHEDULE

#### SALE MEMORANDUM

## Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common Auction 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 appear in small capitals they have the specified meanings.

#### ACTUAL COMPLETION DATE

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

#### ADDENDUM

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

#### AGREED COMPLETION DATE

Subject to CONDITION G9.3:

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



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

## APPROVED FINANCIAL INSTITUTION

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

## ARREARS

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

## ARREARS SCHEDULE

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

## AUCTION

The auction advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

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

## AUCTIONEERS

The auctioneers at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## CATALOGUE

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

## COMPLETION

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

## CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## CONTRACT

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

## CONTRACT DATE

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

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

## DOCUMENTS

Documents of title including, if title is registered, the entries on the register and the title plan and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

## EXTRA GENERAL CONDITIONS

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

## FINANCIAL CHARGE

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

## GENERAL CONDITIONS

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

## INTEREST RATE

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

## LOT

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

## OLD ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

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

## Auction Conduct Conditions

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

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

### A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

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

### A2 Our role

A2.1 As agents for each SELLER we have authority to

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is published, that guide price (or the lower end of the range) is the minimum price at which the SELLER might be prepared to sell at the date of the guide price. It is not an indication of the reserve price, which may not be set until the date of the AUCTION.

### A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a document, WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

### A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

- A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION
- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
  - (b) sign the completed SALE MEMORANDUM; and
  - (c) pay the deposit.
- A5.4 If YOU do not WE may either
- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or
  - (b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
- (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment)
  - (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations
  - (c) is to be held by us (or, at OUR option, the SELLER'S conveyancer); and
  - (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
  - (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.
- A5.9 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 £5000 (or the total price, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.
- A6.2 AUCTION CONDUCT CONDITION A5.5(b) shall be read as follows: "is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and"
- A6.3 For the purposes of AUCTION CONDUCT CONDITION A5.5(c) payment by CHAPS from an APPROVED FINANCIAL INSTITUTION will be accepted.
- A6.4 Where the AUCTIONEERS hold the deposit as stakeholder, they are authorised to release any part of it (and interest on it if applicable): (a) to the SELLER's solicitor at any time prior to COMPLETION to be held in accordance with the SALE CONDITIONS; and (b) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A6.5 YOU are to provide all information and documentation as WE need from YOU to comply fully with OUR obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (Regulations) The Acuitus Customer Due Diligence (CDD) form annexed to the Common Auction Conditions must be completed by YOU and the BUYER and the documentation and information provided to OUR satisfaction no later than when the SALE MEMORANDUM is signed. If YOU are acting as an agent for the BUYER, such checks will include written evidence of YOUR authority to bid for and on behalf of the BUYER. If YOU do not satisfy US in all respects for the purposes of the Regulations WE may 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. WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until YOU provide the information and documentation WE or the SELLER may require and our validation of it at our and the SELLER's absolute discretion.

## General Conditions of Sale

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

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

### G1 The LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, under the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.

- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
  - (b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
  - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER's conveyancer's written replies to written enquiries to the extent stated in those replies.

### G2 Deposit

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

### G3 Between contract and COMPLETION

- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
  - (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
  - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
  - (c) gives no warranty as to the adequacy of the insurance;
  - (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
  - (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;

and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

### G4 Title and identity

- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold.



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
  - (c) If title is in the course of registration, title is to consist of:
    - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
    - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration documents to the BUYER.
  - (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
  - (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- G5 Transfer**
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
  - (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to transfer the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
  - (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
  - (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION
- G6 Completion**
- G6.1 COMPLETION is to take place at the offices of the SELLER's conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct transfer from the buyer's conveyancer to the SELLER's conveyancer; and
  - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER's conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER's conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.
- G7 Notice to complete**
- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be READY TO COMPLETE.
- G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the LOT; and
  - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.
- G8 If the CONTRACT is brought to an end**
- If the CONTRACT is lawfully brought to an end:
- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
  - (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.
- G9 Landlord's licence**
- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER's expense; and
  - (b) enter into any authorised guarantee agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
- G10 Interest and apportionments**
- G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER's default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- (a) the BUYER is liable to pay interest; and
  - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
- G11 ARREARS**
- Part 1 – Current rent**
- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – buyer to pay for arrears**
- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

## Part 3 – buyer not to pay for arrears

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS

- (a) so state; or
- (b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER's conveyancer may reasonably require;
- (d) if reasonably required, allow the SELLER's conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
- (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
- (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

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

## G12 Management

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

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

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

- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
- (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

## G13 Rent deposits

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

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

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

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

- (a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14 VAT

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

G12.1 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

## G15 Transfer as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

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

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

G15.3 The BUYER confirms that

- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.

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

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

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

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

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

- (a) the SELLER's conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

## G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

## G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

## G18 Landlord and Tenant Act 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (c) with no title guarantee;

and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

## G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:



# Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

<b>G21</b>	<b>Environmental</b>	(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 to 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.	
G21.1	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.		
<b>G22</b>	<b>Service Charge</b>		
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:		
	(c) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or		
	(c) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;		
	but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.		
G22.5	In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.		
G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:		
	(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and		
	(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.		
<b>G23</b>	<b>Rent reviews</b>		
G23.1	This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.		
G23.2	The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.		
G23.3	Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.		
G23.4	The SELLER must promptly:		
	(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and		
	(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.		
G23.5	The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.		
G23.6	When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER's period of ownership within five BUSINESS DAYS of receipt of cleared funds.		
G23.7	If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.		
G23.8	The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.		
<b>G24</b>	<b>Tenancy renewals</b>		
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.		
<b>G25</b>	<b>Warranties</b>		
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.		
<b>G26</b>	<b>No assignment</b>		
	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.		
<b>G27</b>	<b>Registration at the Land Registry</b>		
G27.1	This condition G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:		
	(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;		
	(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and		
	(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.		
G27.2	This condition G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:		
	(c) apply for registration of the TRANSFER;		
	(c) provide the SELLER with an official copy and title plan for the BUYER'S new title; and		
	(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.		
<b>G28</b>	<b>Notices and other communications</b>		
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.		
<b>G29</b>	<b>Contracts (Rights of Third Parties) Act 1999</b>		
	No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.		
<b>G30</b>	<b>Extra General Conditions</b>		
	The following general conditions are to be treated as being amended as follows:		
	1. Condition A1.2 of the AUCTION CONDUCT CONDITIONS shall be amended by adding the words 'in writing' at the end.		
	2. Condition G6.3(a) shall be amended to read: "BUYER'S conveyancer to the SELLER's conveyancer; and"		



# Sale Memorandum

## Lot details

Sale date	
<div></div>	
Lot number	Lot address
<div></div>	<div></div>
Lot address	
<div></div>	
Price (excluding VAT)	Deposit
<div></div>	<div></div>

The seller agrees to sell and the buyer agrees to buy the lot for the price.  
This agreement is subject to the conditions so far as they apply to the lot.

## Seller

Name of the seller	
<div></div>	
<div></div>	
We acknowledge receipt of the deposit. Signed by us as an agent for the seller	
<div></div>	
for and on behalf of Acuitus Limited	

## Buyer

Name and contact details of the buyer (The company, individual or other body who will be the owner of the lot)	
<div></div>	
Address	
<div></div>	
	Post code
<div></div>	<div></div>
Contact name	Contact telephone number
<div></div>	<div></div>
Contact email	
<div></div>	
Signed by the bidder on behalf of the buyer	
<div></div>	

## Bidder

Name and contact details of the bidder (This is the individual who has made the successful bid for the lot)	
<div></div>	
Address	
<div></div>	
	Post code
<div></div>	<div></div>
Contact telephone number	Mobile
<div></div>	<div></div>
Contact email	
<div></div>	

## Conveyancer

Name and contact details of the buyer's conveyancer	
<div></div>	
Address	
<div></div>	
	Post code
<div></div>	<div></div>
Contact name	Contact telephone number
<div></div>	<div></div>
Contact email	
<div></div>	



# Money Laundering, Terrorist Financing and Transfer of Funds (information on the payer) Regulations 2017

## Acuitus Customer Due Diligence Form

### Part 1 (must be completed for all transactions)

Acuitus auction date	
Lot number	
Property Address	
Bidder full name (The individual who has made the successful bid for the property and is the name on the Memorandum of Sale)	
Bidder Address	
Buyer full name (The company, individual(s) or other body who will be on the Memorandum of Sale)	
Buyer address/registered office address	

### Part 2 (tick appropriate box and follow instructions)

Please tick the appropriate box and provide the information and original documents requested.

Please note that if copies of documents are provided, each document page has an original certification by an appropriate person such as a bank, financial institution, solicitor or chartered accountant.

Any certification must include the name, address and contact details of the person providing the certification.

BIDDER (The individual who has made the successful bid for the lot)		Tick
Photo ID (eg Passport/Driving Licence)		
Proof of Current Address (eg utility or council bill, mortgage statement, bank statement not more than 3 months old)		
Proof of authority to bid if acting as agent		
BUYER (if different from the bidder) (The company, individual(s) or other body who will be the owner of the lot)		
<b>An Individual</b>	Photo ID (eg passport/driving licence)	
	Proof of current address (eg utility or council bill, mortgage or bank statement)	
<b>Joint individuals</b>	Photo ID (eg passport/driving licence for each individual)	
	Proof of current address (eg utility bill, mortgage or bank statement for each individual)	
<b>UK registered limited company or limited liability partnership (LLP)</b>	Registration number	
	Certificate of incorporation	
	Proof of registered office address	
	Full names of Board of Directors	
	ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights	
	ID for the individual(s) controlling the transaction	
	For an LLP, ID for 2 designated members	
<b>Unincorporated business or partnership</b>	Proof of name(s) of proprietor/all partners	
	ID for the individual(s) controlling the transaction	
	ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights	
<b>Trust or similar</b>	Copy of trust deed	
	ID for two trustees including the trustee controlling the transaction	
	ID for any beneficiary with an interest of more than 25% in the trust	
<b>Foreign registered companies</b>	Certificate of incorporation	
	Memorandum of association and evidence of the registered office	
	Register of shareholders, including those for parent companies and group structure if applicable	
	ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights and for the controlling party, if different	
<b>Other</b>	Structure chart showing the entity and all its parents up to and including the ultimate beneficial owner. Details of the legal form. Constitutional documents	
	Any other relevant information or documents	

### Part 3 Funds for the deposit (tick appropriate box and follow instructions)

The deposit must be paid in pounds sterling by electronic bank transfer from a bank or building society that is regulated by a competent UK regulatory authority.

Electronic Bank transfer	Name of account (same as bidder or Buyer)	
	Sort code and account number	
	If name of the account or signatory is not the bidder or Buyer further checks are required including relationship between source of funds and the bidder/Buyer	



We know how difficult it is to arrange finance quickly between the auction day and completion for the purchases you make in the auction room. This is the reason why Acuitus Finance can arrange bridging loans for all properties over £0.5m bought in the auction room.

# How can Acuitus Finance help you with bridging finance?

Each property bought in the auction room for £0.5m or above is offered with a pre-approved loan from leading specialist finance provider, Octopus Property. There is no requirement for a valuation and completion is subject only to title insurance and satisfactory credit and AML checks. If you are intending to bid, please contact Acuitus Finance:

**Stuart Buchanan**

+44 (0)20 7034 4850

M: +(0)7879 432868

E: [stuart.buchanan@acuitus.co.uk](mailto:stuart.buchanan@acuitus.co.uk)

[www.acuitus.co.uk](http://www.acuitus.co.uk)

  
acuitus  
Real Estate Auctioneering & Investment

octopus  
property





# Remote Bidding Registration form

## Lot details

Date of Auction	Lot Number
<input type="text"/>	
Address of Lot	
<input type="text"/>	
<input type="text"/>	
Please tick as applicable	Proxy <input type="checkbox"/>
	Telephone <input type="checkbox"/>
	Internet <input type="checkbox"/>
Maximum Bid Price (if Proxy bid)	(in words)
<input type="text"/>	<input type="text"/>

## Bidder

**Name and contact details of the bidder** *(This is the individual who has made the successful bid for the lot)*

Address

Post code

Contact telephone number

Mobile

Contact email

See T&C's for ID requirements.

## Buyer

**Name and contact details of the buyer** *(The company, individual or other body who will be the owner of the lot)*

Address

Post code

Contact name

Contact telephone number

Mobile

Contact email

See T&C's for ID requirements.

## Conveyancer

**Name and contact details of the buyer's conveyancer**

Address

Post code

Contact name

Contact telephone number

Contact email

## Deposit

Full name of the account holder

Sort Code

Account Number

## Signed

Signature of the bidder

Date

Cheque for 10% deposit (£)

Payable to Acuitus

Version 2 June 2020



# Remote Bidding

## Terms & Conditions



1. The **Bidder** appoints **Acuitus** as agent and authorises **Acuitus** to bid for the relevant **Lot** on behalf of the **Bidder** in such manner as **Acuitus** thinks fit in its absolute discretion. The **Bidder** may withdraw **Acuitus's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the **Auction** commences and the **Auctioneer** confirms to the **Bidder** in writing that the withdrawal instruction has been received.
  2. These terms and conditions apply to **You** and **You** will be bound by them if **You** bid by telephone, via internet or absentee/proxy.
  3. Definitions used in these terms & conditions:  
**Acuitus** means Acuitus Limited (company registration number 7105769)  
**Approved Financial Institution** has the same meaning as in the RICS Common Auction Conditions Edition 4.0 November 2018.  
**Auction** means the Acuitus commercial auction to be held at the time and place and on the date advertised on the Acuitus website in which the Lot appears.  
**Auctioneer** means the Acuitus auctioneer having conduct of the Auction.  
**Bidder** means the party bidding for the Lot and who acts as agent for the buyer and guarantees the performance of the buyer under the Conditions of Sale.  
**Business Days** has the same meaning as in the RICS Common Auction Conditions Edition 4.0 November 2018.  
**Buyer** means the person, firm or company identified on the Registration Form who agrees to buy the Lot.  
**Conditions of Sale** means the auction conduct conditions together with the general conditions of sale, any special conditions of sale and any addenda that are applicable and/or relevant to the Lot.  
**Lot** means the property for which you bid remotely at the Auction and bearing the number for which you have entered on the Registration Form.  
**Maximum Bid Price** means the maximum price that you wish to bid for the Lot. This must be shown exclusive of any VAT that may be applicable.  
**Registration Form** means the registration form for remote bidding on the Acuitus website at [www.acuitus.co.uk](http://www.acuitus.co.uk).  
**Seller** means the person selling the lot.  
**You** and **Your** means the person identified on the Registration Form as the bidder being someone who bids by remote means at the Auction whether by proxy or by telephone or via the internet.  
**VAT** means value added tax or any other tax of a similar nature.
  4. **Registration Form**
    1. If **You** wish to bid at the **Auction** by telephone, via internet or absentee/proxy you must complete the **Registration Form** entering **Your** full details as the **Bidder** and full details of the **Buyer** if different to the **Bidder**.  
**You** should sign the **Registration Form** where indicated.
    2. The completed **Registration Form** should be sent to Acuitus so that it is received not less than two clear **Business Days** prior to the date of the **Auction**, together with:  
Two forms of identification for **You** consisting firstly of a form of photo identification such as Your passport or current driving licence and secondly proof of **Your** address such as a recent utility bill or bank statement. To comply with the Money Laundering Regulations, if **You** are not the **Buyer** we will require **You** to provide further documentation.
    3. A separate **Registration Form** must be completed for each **Lot**
    4. If **You** wish to alter any of the details appearing on the **Registration Form**, **You** must notify the **Auctioneer** of this in writing before the **Auction** commences. Alterations will only be effective if the **Auctioneer** confirms to **You** in writing that the request to alter has been received.
    5. In the event that the Auctioneer considers that there is any error or confusion about the **Registration Form** or the deposit, the **Auctioneer** reserves the right not to accept **Your** bid. Please note that the **Auctioneer's** decision as to what constitutes error or confusion is final.
    6. By completing this **Registration Form** **You** warrant that there are adequate funds in the account to meet the full amount of the deposit
  5. **Deposit**
    1. The deposit is to be paid immediately after the auction and no later than 15:30 on the day following the auction by bank transfer to Acuitus's client's account in sterling on an **Approved Financial Institution** for a sum representing the greater of:
      - a. The minimum deposit of £1,000 (or the total of your maximum bid price if this is less than that minimum) and
      - b. 10% of the **Maximum Bid Price** exclusive of VAT.
  2. If **You** are the successful bidder **Acuitus** requires a separate payment of £1,000 inclusive of VAT as a buyer's administration charge payable to Acuitus Limited to be electronically transferred immediately after the auction and no later than 15:30 on the day following the auction. A VAT receipt will be provided upon payment.
  6. **Absentee/Proxy Bids**
    1. If **You** bid at the **Auction** by Absentee/proxy **You** should enter **Your Maximum Bid Price** on the **Registration Form**.
    2. The **Maximum Bid Price** must be an exact figure. Failure to clearly indicate **Your Maximum Bid Price** will invalidate **Your** bid.
    3. If **You** bid by absentee/proxy **You** appoint the **Auctioneer** as **Your** agent and **You** authorise the **Auctioneer** to bid for the **Lot** on **Your** behalf up to (but not in excess of) your **Maximum Bid Price** in whatever manner the **Auctioneer** in his absolute discretion thinks fit.
    4. **You** may withdraw the **Auctioneer's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the Auction commences and the **Auctioneer** confirms to **You** that the withdrawal instruction has been received.
    5. As soon as reasonably practicable after the **Auction** **You** will be notified as to whether or not **Your absentee/proxy** bid for the **Lot** was successful.
    6. The amount of **Your Maximum Bid Price** for the Lot will not be disclosed by the **Auctioneer** to the **Seller**
  7. **Terms of Sale/Conduct of Auction**
    1. **You** shall be deemed to have read the "Important Information for Bidders" on the Auctioneer's website and the Common Auction Conditions, the special conditions of sale and any addendum relating to the **Lot**. **You** shall be deemed to have taken all necessary professional and legal advice and to have made all **Your** enquiries and to have knowledge of any **Auctioneer's** announcements which are relevant to the **Lot**.
    2. It is possible that at any time up to the commencement of bidding at the **Auction** amendments and/or additions may be made to the **Conditions of Sale** for the **Lot** or any other matters relating to it. Such amendments are published by means of written addenda and by verbal addenda announced from the rostrum. **You** will be deemed to have knowledge of such matters (including for the avoidance of doubt any late addenda that are announced verbally from the rostrum) and if **Your** bid is successful **You** will buy subject to them.
    3. If **Your** bid is successful the **Auctioneer** or any person authorised by the **Auctioneer** will sign the memorandum of sale and any other relevant document relating to the **Lot** on **Your** behalf and as soon as the deposit is cleared send this to **You** by post.
    4. In accordance with the Common Auction Conditions and in particular clauses A5.5 and A6.5, if you are the successful bidder **You** will be required to complete the ('Acuitus Customer Due Diligence Form') and provide the information stated. **You** will be deemed to have read the 'Requirements for bidders and buyers under the Money Laundering Regulations' and will fully comply with them. Both documents are on the Acuitus website.
  8. **Disclaimer**  
**Acuitus** or any employee or agent of **Acuitus** or the **Auctioneer** will have no liability or responsibility whatsoever towards **You** or the **Buyer** in the event of Your bid not being made as a result of:
    - Unclear instructions.
    - Error, lack of clarity or confusion whether during the **Auction** or regarding the **Registration Form** or the deposit.
    - Any change in the date, time and/or venue of the **Auction**.
    - Any interruption or suspension of telephone or internet bidding services.
    - **You** being unobtainable by telephone or becoming disconnected during the course of bidding by telephone or via the internet.
    - Any other factor beyond **Acuitus's** control.
- Please complete the on-line registration form and submit it to Acuitus no later than 2 working days prior to the date of the auction. YOU WILL NEED TO RECEIVE WRITTEN CONFIRMATION FROM ACUITUS THAT YOUR REGISTRATION TO BID HAS BEEN COMPLETED SUCCESSFULLY**









acuitus

Real Estate Auctioneering & Investment