



acuitus

Real Estate Auctioneering & Investment

Thursday 11th February 2021

**Commercial Real Estate Auction**

Live Stream Auction

# Auction/Thursday/ 11.02.21/2.00pm

## Upcoming auctions

**Thursday**  
25th March 2021

**Wednesday**  
5th May 2021

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**Thursday 11th February 2021**

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:

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

  
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property



# New Year, new opportunity

Welcome to the catalogue for our first auction of 2021

The commercial property investment market remains extremely fluid as it responds to near term measures to counter the pandemic and also the changing economic outlook. As a conduit for investment, we see our auctions as playing an important enabling role.

Last year was remarkable for how the sector adapted and notably for how our auctions enabled sellers to connect with buyers throughout a period of prolonged disruption. This current auction will be the earliest that Acuitus has held a sale in a new year and is a further demonstration of our commitment to maintaining that route to market for assets.

One of the most interesting trends that emerged in 2020 was the sustained buying of retail assets even at a time that seemed far from propitious. During the year, around 70% of the assets sold at auction were retail. It reflected an alignment of interests between sellers who wanted to realise the capital in their assets and buyers who believed that there is still a future for the UK's High Streets and the retailers which populate them.

In this vein, we see there being a continued good level of demand for all types of commercial property throughout this year as investors look to access a liquid and transparent market place which provides returns that are highly attractive in comparison to other investment channels.

We hope you will find a suitable investment in this first 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.



*Richard Auterac*

**Richard H Auterac**  
Chairman

Richard H Auterac

# 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:

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

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

  
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Real Estate Auctioneering & Investment

  
**aquilla**



# 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>	
<b>AND</b>		
<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>
<b>AND</b>		
<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.

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Real Estate Auctioneering & Investment

## Property listings/(Town A-Z)

- A Lot 16**  
**Aberdeen**  
Tesco Express, 43-45 Union Street,  
AB11 5BN
- Lot 20**  
**Aldershot**  
28 & 30 Union Street,  
Hampshire  
GU11 1EW
- D Lot 8**  
**Diss**  
Mavery House,  
Victoria Road,  
Norfolk IP22 4EX
- E Lot 22**  
**Easington**  
The Victory Public House, School Street,  
Near Durham, County Durham SR8 3PR
- F Lot 2**  
**Farnham Common**  
3 & 3a The Parade,  
Buckinghamshire  
SL2 3QJ
- Lot 3**  
**Farnham Common**  
4 & 4a The Parade,  
Buckinghamshire  
SL2 3QJ
- Lot 4**  
**Farnham Common**  
5 & 5a The Parade,  
Buckinghamshire  
SL2 3QJ
- Lot 5**  
**Farnham Common**  
6 & 6a The Parade,  
Buckinghamshire  
SL2 3QJ
- L Lot 14**  
**Leigh on Sea**  
85 The Broadway,  
Essex SS9 1PN
- Lot 10**  
**Liverpool**  
Knowsley Village Medical Centre,  
Frederick Lunt Avenue,  
Knowsley Village,  
L34 0HF
- Lot 21**  
**Liverpool**  
Rupert House, 36-38 Breckfield Road North,  
L5 4NH
- Lot 17**  
**Livingston**  
Barbara Ritchie House,  
Almondvale Way,  
West Lothian  
EH54 6GB
- Lot 9**  
**London NW11**  
109/111 Golders Green Road, Golders Green,  
NW11 8HR
- N Lot 19**  
**Newmarket**  
85 High Street,  
Suffolk CB8 8UG
- Lot 1**  
**New Milton**  
120 Station Road,  
Hampshire BH25 6LL
- P Lot 23**  
**Paisley**  
31 High Street,  
Renfrewshire PA1 2AF
- Lot 24**  
**Paisley**  
33 High Street,  
Renfrewshire PA1 2AF
- S Lot 6**  
**Saltcoats**  
Part of land at Saltcoats Station,  
North Ayrshire KA21 5JX
- Lot 12**  
**Slough**  
146/148 High Street,  
Berkshire SL1 1JP
- Lot 13**  
**Solihull**  
223 Stratford Road,  
Shirley,  
West Midlands  
B90 3AH
- U Lot 18**  
**Uttoxeter**  
37/41 Market Place,  
Staffordshire  
ST14 8HF
- W Lot 11**  
**Wisbech**  
Unit 3, Broadend Industrial Estate,  
Broadend Road,  
Cambridgeshire  
PE14 7BQ
- Lot 15**  
**Wordsley Green**  
Spar Convenience Store, 2 Wordsley Green Shopping Centre,  
West Midlands  
DY8 5PD
- Lot 7**  
**Worthing**  
37 Goring Road,  
Goring on Sea,  
West Sussex  
BN12 4AR



# Meet The Acuitus Auction Team



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

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# Lot 1

£22,200 Per Annum  
Exclusive

## 120 Station Road, New Milton, Hampshire BH25 6LL

Attractive Freehold Bank Investment on a New 5 year lease



### Key Details

- Entirely let to Santander UK Plc
- New 5 year lease (NO Breaks)
- Lease renewal from 25th December 2020
- VAT-free Investment
- Future alternative use potential of the upper floors
- Main public car park to the rear

### On Instructions of a Major Fund Manager

#### Location

Miles: 7 miles west of Lymington  
11 miles east of Bournemouth  
20 miles south-west of Southampton

Roads: A31, A35, M27, M3

Rail: New Milton Railway Station

Air: Southampton Airport

#### Situation

New Milton is an affluent town immediately south of the New Forest National Park, 7 miles west of Lymington and 11 miles east of Bournemouth. The property is prominently located on the west side of Station Road, approximately 500 metres south of New Milton Railway Station. The town's main car park is situated to the rear of the property. Nearby occupiers include HSBC Holland & Barrett, McColl's, Halifax, Papa John's and Boots.

#### Description

The property comprises a ground floor bank with ancillary accommodation on the first and second floors.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

Band C. See legal pack.

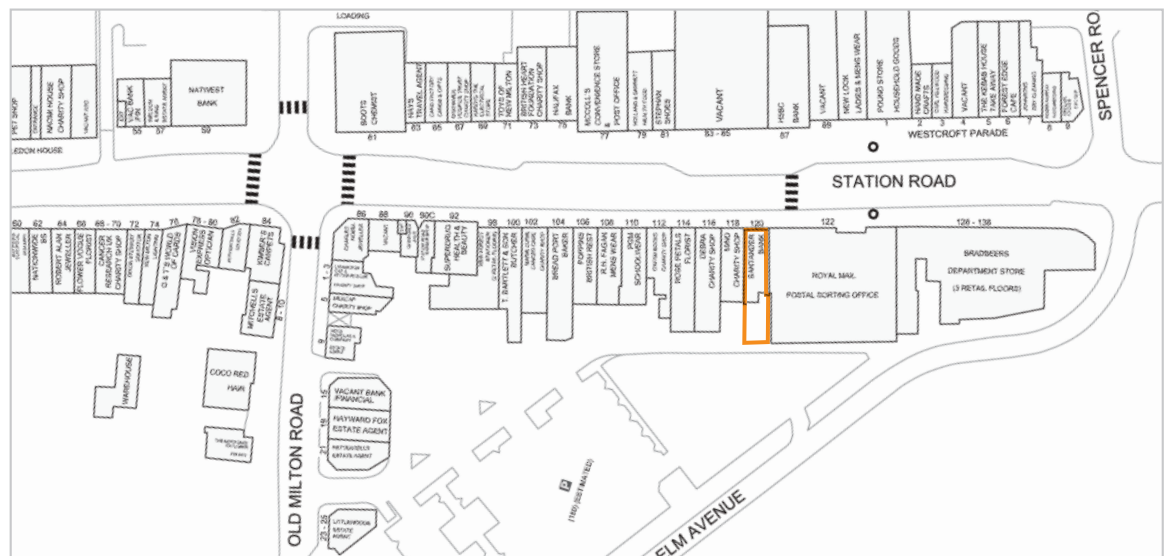
## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Banking/ Ancillary	77.60 sq m (835 sq ft)	SANTANDER UK PLC (1)	5 years from 25/12/2020	£22,200	24/12/2025
First	Ancillary	50.30 sq m (541 sq ft)				
Second	Ancillary	25.10 sq m (270 sq ft)				
<b>Total</b>		<b>153.00 sq m (1,646 sq ft)</b>			<b>£22,200</b>	

(1) For the year ending 31st December 2019, Santander UK PLC reported a turnover of £7,224,000,000, a pre-tax profit of £1,012,000,000 and shareholders funds of £15,857,000,000 (Source: NorthRow 19/01/2021).

### Planning

The property may benefit from future redevelopment for a variety of uses, subject to all necessary consents/permissions and current tenancy. Interested Parties are referred to New Forest District Council [www.newmiltontowncouncil.gov.uk/new-forest-district-council/](http://www.newmiltontowncouncil.gov.uk/new-forest-district-council/)



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# Lot 2

£22,500 Per Annum  
Exclusive

## 3 & 3a The Parade, Farnham Common, Buckinghamshire SL2 3QJ Freehold Retail and Residential Investment



### Key Details

- Entirely let to 2 Brothers Farnham Common Limited t/a Fish & Chips
- Let until March 2031 (no breaks)
- Includes separately accessed split level three bed maisonette on the first and second floors
- Affluent and popular Buckinghamshire village between Beaconsfield and Stoke Poges
- VAT-free investment

### Location

Miles: 4 miles south of Beaconsfield  
6 miles north of Windsor  
24 miles west of Central London

Roads: M4, M25, M40

Air: London Heathrow

### Situation

Farnham Common is an affluent and attractive commuter village in Buckinghamshire, between Beaconsfield and Stoke Poges, and approximately 24 miles west of Central London. The property is located less than six miles to Junction 1A of the M40 motorway at its junction with the M25 (J16). The property is situated in a prominent location on the east side of The Parade (Beaconsfield Road), in the heart of Farnham Common. Nearby occupiers include Sainsbury's Local, Tesco Express, Costa Coffee and various independent retailers, cafe's and restaurants.

### Description

The property comprises a three storey building, arranged as a ground floor takeaway, with a three bedroom split-maisonette on the first and second floors, accessed separately from the front and rear. The Property benefits from parking to the rear-please see Legal Pack for extent of title to be transferred on completion.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Energy Performance Certificate

Shop - D, Flat - 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.	Review
Ground	Takeaway/	77.39 sq m	2 BROTHERS FARNHAM COMMON LIMITED	15 years from 25/03/2016 until 24/03/2031 on a full repairing and insuring lease	£22,500	25/03/2021
First/Second	3 bed maisonette	111.48 sq m	Fish & Chips			
<b>Total</b>		<b>188.87 sq m</b>			<b>£22,500</b>	



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# Lot 3

£27,000 Per Annum  
Exclusive

## 4 & 4a The Parade, Farnham Common, Buckinghamshire SL2 3QJ Freehold Retail and Residential Investment



### Key Details

- Entirely let to Wokkaido (Farnham) Limited t/a Duran's Cafe
- Let until June 2029 (subject to option)
- Includes separately accessed split level three bed maisonette on the first and second floors
- Affluent and popular Buckinghamshire village between Beaconsfield and Stoke Poges
- Vat-free investment

### Location

**Miles:** 4 miles south of Beaconsfield  
6 miles north of Windsor  
24 miles west of Central London

**Roads:** M4, M25, M40

**Air:** London Heathrow

### Situation

Farnham Common is an affluent and attractive commuter village in Buckinghamshire, between Beaconsfield and Stoke Poges, and approximately 24 miles west of Central London. The property is located less than six miles to Junction 1A of the M40 motorway at its junction with the M25 (J16). The property is situated in a prominent location on the east side of The Parade (Beaconsfield Road), in the heart of Farnham Common. Nearby occupiers include Sainsbury's Local, Tesco Express, Costa Coffee and various independent retailers, cafe's and restaurants.

### Description

The property comprises a three storey building, arranged as a ground floor restaurant, with a three bedroom split-maisonette on the first and second floors, accessed separately from the rear. The Property benefits from parking to the rear-please see Legal Pack for extent of title to be transferred on completion.

### Tenure

Freehold.

### VAT

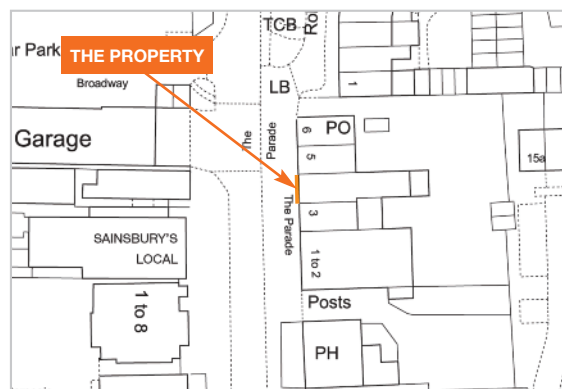
VAT is not applicable to this lot.

### Energy Performance Certificate

Shop - C. Flat - 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.	Review
Ground	Restaurant/Ancillary	120.03 sq m	(1,292 sq ft)	WOKKAIDO (FARNHAM) LIMITED t/a Duran's Cafe	10 years from 21/06/2019 until 20/06/2029 on a full repairing and insuring lease	£27,000	21/06/2024
First/Second	3 bed maisonette	133.41 sq m	(1,436 sq ft)				
<b>Total</b>		<b>253.44 sq m</b>	<b>(2,728 sq ft)</b>			<b>£27,000</b>	



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# Lot 4

£24,000 Per Annum  
Exclusive

## 5 & 5a The Parade, Farnham Common, Buckinghamshire SL2 3QJ Freehold Retail and Residential Investment



### Key Details

- Entirely let to Individual t/a The Tanning Planet
- Let until March 2022
- Includes separately accessed split level three bed maisonette on the first and second floors
- Imminent Asset Management Potential
- Affluent and popular Buckingham village between Beaconsfield and Stoke Poges
- VAT-free investment

### Location

**Miles:** 4 miles south of Beaconsfield  
6 miles north of Windsor  
24 miles west of Central London

**Roads:** M4, M25, M40

**Air:** London Heathrow

### Situation

Farnham Common is an affluent and attractive commuter village in Buckinghamshire, between Beaconsfield and Stoke Poges, and approximately 24 miles west of Central London. The property is located less than six miles to Junction 1A of the M40 motorway at its junction with the M25 (J16). The property is situated in a prominent location on the east side of The Parade (Beaconsfield Road), in the heart of Farnham Common. Nearby occupiers include Sainsbury's Local, Tesco Express, Costa Coffee and various independent retailers, cafe's and restaurants.

### Description

The property comprises a three storey building, arranged as a ground floor shop, with a three bedroom split-maisonette on the first and second floors, accessed separately from the front and rear. The Property benefits from parking to the rear-please see Legal Pack for extent of title to be transferred on completion.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

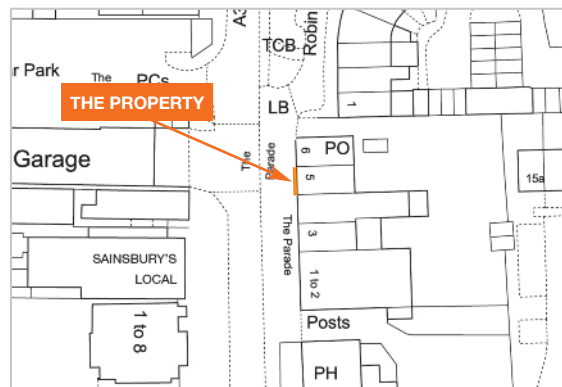
### Energy Performance Certificate

Shop - B. Flat - F. 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	56.30 sq m (606 sq ft)	A. HEARN t/a The Tanning Planet	10 years from 30/03/2012 on a full repairing and insuring lease	£24,000
First/Second	3 bed maisonette	104.61 sq m (1,126 sq ft)	(1)		
<b>Total</b>		<b>160.91 sq m (1,732 sq ft)</b>			<b>£24,000</b>

(1) We understand that the tenant sublets the maisonette at £900 pcm (£10,800 pa).



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# Lot 5

£24,750 Per Annum  
Exclusive

## 6 & 6a The Parade, Farnham Common, Buckinghamshire SL2 3QJ Freehold Retail and Residential Investment



### Key Details

- Entirely let to FC PO Limited & Individuals t/a WHSmith Local & Post Office
- Let until September 2031 (no breaks)
- Includes separately accessed split level three bed maisonette on the first and second floors
- Affluent and popular Buckinghamshire village between Beaconsfield and Stoke Poges
- Vat-free investment

### Location

**Miles:** 4 miles south of Beaconsfield  
6 miles north of Windsor  
24 miles west of Central London

**Roads:** M4, M25, M40

**Air:** London Heathrow

### Situation

Farnham Common is an affluent and attractive commuter village in Buckinghamshire, between Beaconsfield and Stoke Poges, and approximately 24 miles west of Central London. The property is located less than six miles to Junction 1A of the M40 motorway at its junction with the M25 (J16). The property is situated in a prominent location on the east side of The Parade (Beaconsfield Road), in the heart of Farnham Common. Nearby occupiers include Sainsbury's Local, Tesco Express, Costa Coffee and various independent retailers, cafe's and restaurants.

### Description

The property comprises a three storey building, arranged as a ground floor shop/post office, with a three bedroom split-maisonette on the first and second floors, accessed separately from the front and rear. The Property benefits from parking to the rear-please see Legal Pack for extent of title to be transferred on completion.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Energy Performance Certificate

Shop - C. Flat - E. 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
Ground	Retail/Ancillary	48.87 sq m	FC PO LIMITED & U. SONDAGAR & M. SONDAGAR t/a WHSmith Local (1)	Approximately 14 years and 5 months from 19/04/2017 until 28/09/2031 on a full repairing and insuring lease	£24,750	29/09/2021
First/Second	3 bed maisonette	103.40 sq m				
<b>Total</b>		<b>152.27 sq m</b>			<b>£24,750</b>	

(1) We understand that the tenant sublets the maisonette at £925 pcm (£11,100 pa).



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# Lot 6

£18,475 Per Annum  
Exclusive

## Part of land at Saltcoats Station, Saltcoats, North Ayrshire KA21 5JX Heritable Railway Station Ground Rent Investment



### Key Details

- Let to Network Rail Infrastructure Limited (1) with 155 years remaining (no breaks)
- Annual upward only RPI linked rental increases
- Close to the town centre with nearby occupiers include Police Scotland, North Ayrshire Council, The Job Centre
- Saltcoats forms part of busy Scotrail station on the Ayrshire Line
- VAT Free investment
- Currently producing £18,475 p.a.x.

### Location

Miles: 31 miles south of Glasgow  
21 miles north of Ayr  
15 miles west of Kilmarnock

Roads: A78

Rail: Saltcoats Station (Scotrail)

Air: Glasgow Prestwick International Airport  
(15 miles south),  
Glasgow International Airport (22 miles north)

### Situation

Saltcoats is a popular coastal town with a population of approximately 11,000 people. The ground rent sites are located at the railway station and is accessed from Vernon Street to the south and Glencairn Street to the north. The railway station is situated at the junction of Vernon Street and Countess Street within the town centre. Nearby occupiers include Police Scotland, North Ayrshire Council and the Job Centre. Retail occupiers include Semichem and Euronics. Saltcoats Railway station forms part of the Ayrshire Coast Line linking Glasgow in the north with Stranraer in the south.

### Description

The property comprises plots of land forming part of the railway station.

### Tenure

Heritable.

### VAT

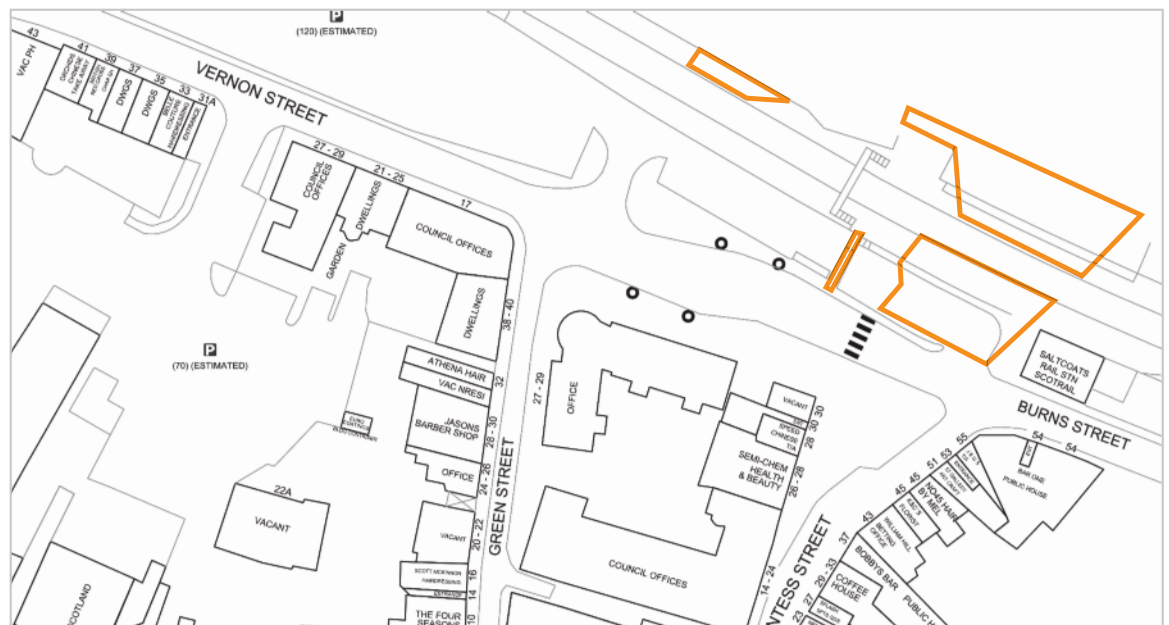
VAT is not applicable to this lot.

### Six Week Completion

## Tenancy and accommodation

Address	Tenant	Term	Rent p.a.x.	Review
Plots of land at Saltcoats station	Network Rail Infrastructure Limited (2)	175 years from 11/11/2001 to 10/11/2176 (1)	£18,475	2021 and yearly thereafter. Upwards only linked to RPI
<b>Total</b>			<b>£18,475</b>	

- (1) For the year to 31/03/2020 Network Rail Infrastructure Limited reported a turnover of £8,099,000,000, a pre tax profit of £368,000,000 and a new worth of £9,455,000,000.
- (2) Under the terms of the lease, the tenant has a pre-emption right to purchase this property. This comes into effect immediately following the auction. It means that once a price is agreed at auction, the tenant, Network Rail must be given the opportunity to buy the property for the same price. They have 21 days to accept or refuse the offer where Network Rail take up their option the seller will contribute to the bidders legal costs. Please see the legal pack for further information.



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# Lot 7

£26,500 Per Annum  
Exclusive

## 37 Goring Road, Goring on Sea, Worthing, West Sussex BN12 4AR

Prominent Freehold Bank Investment on a New 5 year lease



### Key Details

- Entirely let to Santander UK Plc
- New 5 year lease (NO Breaks)
- Lease renewal from 25th December 2020
- Prominent Corner Location
- VAT-free Investment
- Future Development Potential of the upper floors

### On Instructions of a Major Fund Manager

#### Location

Miles: 12 miles west of Brighton  
19 miles east of Chichester  
Roads: A24, A27  
Rail: West Worthing  
Air: London Gatwick

#### Situation

Worthing is a large seaside town on the south coast, 12 miles west of Brighton. The property is located in Goring on Sea a predominantly residual suburb, 2 miles west of Worthing town centre and 0.5 miles from the sea front. The Property is situated in a prominent position at the junction of Goring Road and George V Avenue. Nearby retailers on include Costa Coffee, Boots the Chemist, Co-op Food, Tesco Express and Iceland, as well as a number of independent retailers

#### Description

The property comprises a ground floor bank with ancillary accommodation at first and second floors.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

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

### Tenancy and accommodation

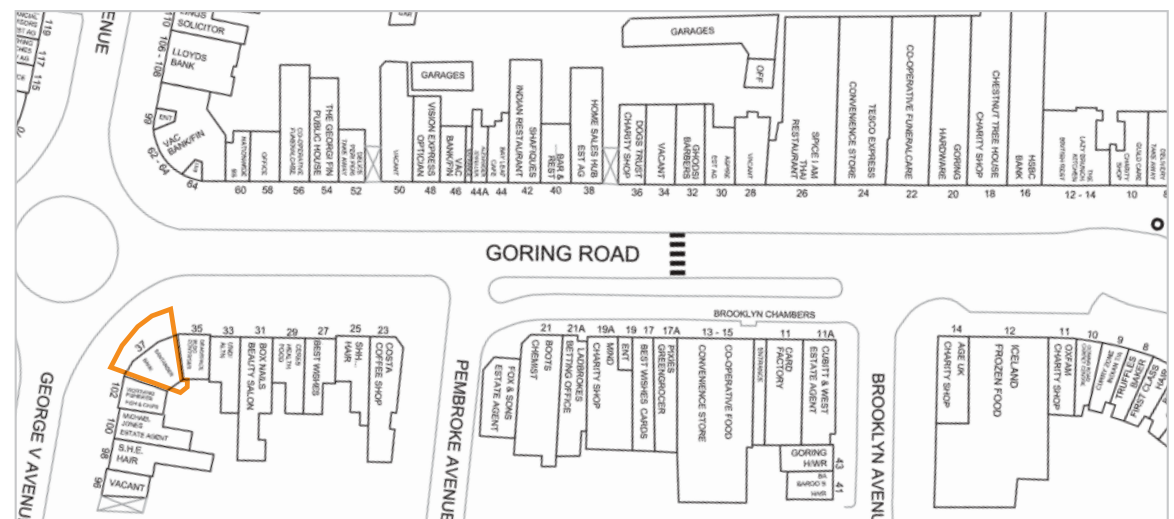
Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Banking/ Ancillary	64.72 sq m (697 sq ft)	SANTANDER UK PLC (1)	5 years from 25/12/2020 (2)	£26,500	24/12/2025
First	Ancillary	52.90 sq m (569 sq ft)				
Second	Ancillary	56.10 sq m (604 sq ft)				
<b>Total</b>		<b>173.72 sq m (1,870 sq ft)</b>			<b>£26,500</b>	

(1) For the year ending 31st December 2019, Santander UK PLC reported a turnover of £7,224,000,000, a pre-tax profit of £1,012,000,000 and shareholders funds of £15,857,000,000 (Source: NorthRow 19/01/2021).

(2) There is a 3 month rent free period from 25/12/20. The Seller will top up the rent from completion of the sale until expiry of the rent free period, by way of an allowance on completion of the sale.

#### Planning

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



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# Lot 8

£171,000 Per Annum  
Exclusive

## Mavery House, Victoria Road, Diss, Norfolk IP22 4EX

Fully Let Established Retail and Residential Parade with Development Potential





## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
1-2	Ground	Retail	121.59 sq m (1,309 sq ft)	THE BRITISH RED CROSS SOCIETY (1)	10 years from 21/12/2012	£26,000 (20/12/2022)
3-5	Ground	Retail	177.00 sq m (1,905 sq ft)	A.W. MYHILL & SON LTD (Electrical shop)	10 years from 02/04/2013	£35,000 (2) (01/04/2023)
6	Ground	Retail	47.70 sq m (513 sq ft)	Y. KARAKUS (Take-away/Pizza Shop)	35 years from 22/10/1999 (3)	£13,000 22/10/2024 and 5 yearly thereafter (21/10/2034)
7	Ground	Retail	47.70 sq m (513 sq ft)	A. VILVELEVICI (Ethnic Grocer)	3 years from 25/05/2020 (4)	£13,000 (24/05/2023)
8	Ground	Retail	39.70 sq m (428 sq ft)	Y. KARAKUS (Laundrette)	20 years from 22/07/2006 (5)	£12,500 22/07/2021 / (21/10/2026)
9	Ground	Retail	78.10 sq m (841 sq ft)	TIMEOUT COFFEE LTD & K. CANHAM (Coffee Shop)	10 years from 25/06/2014	£16,000 (24/06/2024)
1a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 20/12/2020	£7,200 (6)
2a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 24/03/2018	£6,600 (6)
3a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 08/12/2020	£6,900 (6)
4a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 01/03/2015	£6,600 (6)(7)
5a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	1 year assured shorthold tenancy from 15/10/2016	£6,600 (6)
6a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 25/07/2020	£7,200 (6)(8)
7a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	6 month assured shorthold tenancy from 30/06/2020	£7,200 (6)
8a	First and second	Residential	2 Bedroom Maisonette	INDIVIDUAL	1 year assured shorthold tenancy from 01/07/2019	£7,200 (6)
<b>Total commercial floor area</b>		<b>511.79 sq m (5,509 sq ft)</b>				<b>£171,000</b>

- (1) The British Red Cross are a part of the International Red Cross and Red Crescent Movement, the worlds largest independent humanitarian network with 189 Societies around the world and 97 million members and volunteers worldwide (Source: redcross.org.uk 05/01/2021).
- (2) The tenant is currently paying rent of £2,000 per month by way of personal concession. The contractual rent is £34,000 p.a. rising to £35,000 p.a. on 01/04/2022. The seller will top up the rent from completion of sale until the fixed rental increase on 01/04/2022, so that it will be producing £35,000 p.a.
- (3) The lease provides for a mutual option to determine on 22/10/2029, subject to 6 months notice. The shop was originally let on a 20 year term from October 1999 and the lease was extended for 15 years, thereby expiring in October 2034.
- (4) The lease is outside of the Security of Tenure provisions of the Landlord & Tenant Act 1954.
- (5) The lease provides for a tenant option to determine on 21/10/2021, subject to 6 months notice. The shop was originally let on a 10 year term from July 2006 and the lease was then extended for another 10 years, thereby expiring in October 2026.
- (6) The residential rents above have been annualised.
- (7) Notice has been served to increase the rent to £600 pcm (£7,200 pa) commencing 01/03/2021.
- (8) The lease is in the process of being renewed for 6 months from 25/01/2021 at the same rent.

# Lot 8

£171,000 Per Annum Exclusive

### Key Details

- Unbroken fully let retail and residential parade with prominent frontage to busy main road
- 9 shops and 8x 2 bed self-contained maisonettes all let separately on AST's
- Large rear site offering development potential (subject to consents)
- All shop and flat tenants paying full rent during pandemic
- Large Morrisons Superstore and Petrol Filling Station directly opposite with Tesco Superstore and Aldi very closeby
- Affluent commuter town, with wealthy rural catchment
- VAT free investment
- In the same ownership for nearly 29 years

### Location

Miles: 23 miles south of Norwich  
23 miles north of Ipswich  
49 miles east of Cambridge

Roads: A1066, A140, A143

Rail: Diss Railway Station

Air: Stansted Airport, Norwich Airport

### Situation

Diss is an attractive and historic market town located approximately 23 miles to the south of Norwich. The property is very prominently situated within the town centre fronting a busy roundabout on Victoria Road (A1066). The property is less than a mile from Diss Railway Station and benefits from a Morrisons superstore and petrol filling station directly opposite and a Tesco superstore very closeby. The town's two principal car parks are at Morrisons and Tesco, and the property benefits from pedestrian flow between the historic town centre and these car parks. Other nearby occupiers include Aldi and Greggs.

### Description

The property comprises an unbroken parade of 9 retail units (let to 6 shop tenants) on the ground floor with 8x 2 bedroom maisonettes on the first and second floors separately assessed from the rear. The property also benefits from development potential at the rear (subject to consents), currently used in part as a service yard and a car park, with 8 dedicated spaces reserved for the flats. There is also a lay-by to the front of the shops which is used for customer parking.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

See legal pack.



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# Lot 9

£50,000 Per Annum  
(Plus eight newly  
developed flats with  
Vacant Possession and  
ready to be let)

109/111 Golders Green Road, Golders Green,  
**London NW11 8HR**

Recently Let Freehold Retail Investment with Newly Developed Residential Above

Shop Tenant  
Commenced Shop  
Fitting





## Tenancy and accommodation

**Lot 9**  
£50,000 Per Annum  
(Plus eight newly developed on line flats with Vacant Possession and ready to be let)

### Key Details

- Shop recently let to AFG Housewares UK Limited (a Household Goods Wholesaler)
- New 20 year shop lease from November 2020 (No Breaks)
- Eight newly developed separately accessed flats on upper floors ready to be let (3x 1 bed and 5x 2 bed)
- Located in the heart of Golders Green, within very close proximity to Golders Green Tube and Bus Station
- Nearby occupiers include Tesco Express, Boots the Chemist, Holland & Barrett an various restaurants and coffee shops
- Immediate Asset Management potential
- Affluent and popular North-West London suburb

### Location

**Miles:** 6 miles north-west of Central London  
**Roads:** A406 (North Circular)  
**Rail:** Golders Green Tube Station (Northern Line)  
**Air:** London Luton, London Heathrow

### Situation

Golders Green is an affluent North West London suburb, 5 miles north-west of London's West End. The location benefits from excellent communications being close to the A406 (North Circular Road) and M1. The property is situated on a prominent corner position on the south side of Golders Green Road, at its junction with Armitage Road. Nearby occupiers include Tesco Express, Boots the Chemist, Holland & Barrett and various restaurants and coffee shops. Golders Green Tube and Bus Station is located a short walk away with various bus routes serving Golders Green Road.

### Description

The property comprises a three storey building arranged as a large ground floor shop with 8 newly developed flats over first and second floors, accessed from the front.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Eight Week Completion Available.

### Energy Performance Certificate

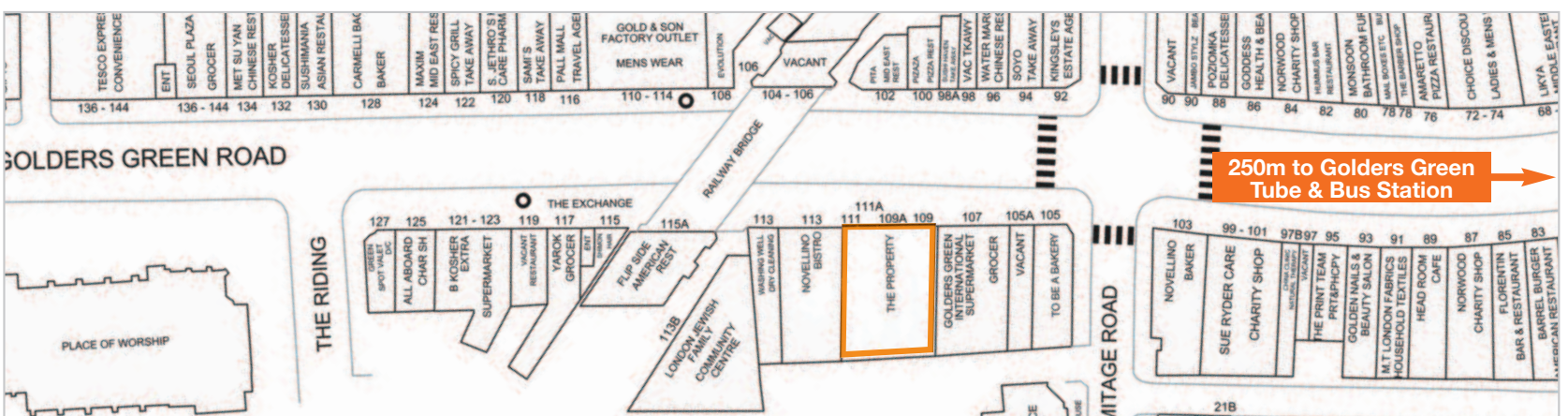
B (shop). See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.	Review
Ground	Retail/Ancillary	289.30 sq m (3,114 sq ft)	AFG HOUSEWARES UK LIMITED (1)	20 years from 17/11/2020 until 16/11/2040	£50,000 (2)	17/11/2025 and 5 yearly thereafter
First/Second	8 flats (3x 1 bed & 5x 2 bed)	406.91 sq m (total) (3)	VACANT	-	-	-
<b>Total</b>		<b>696.21 sq m (7,494 sq ft)</b>			<b>£50,000</b>	

(1) A rent deposit of £25,000 is held by the landlord.

(2) Under the terms of the lease, the tenant benefits from a 6 month rent free period from 10/12/2020. The Vendor has agreed to adjust the completion monies so that the property effectively produces £50,000 per annum from completion of the sale until the expiry of the rent free period.

(3) Gross Internal Area. The flats range in size from approximately 375 sq ft to 660 sq ft.



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# Lot 10

£70,000 Per Annum  
Exclusive

## Knowsley Village Medical Centre, Frederick Lunt Avenue, Knowsley Village, Liverpool, L34 0HF

Long Let Freehold Purpose-Built Doctor's Surgery Investment



### Key Details

- Entirely let to Aston Healthcare Limited - a part of Primary Care Knowsley
- Newly re-gearred lease with 15 years unexpired, with no breaks
- Majority of Rental and Occupational Costs Reimbursed by the NHS
- Village Centre location with new housing developments increasing the Practice catchment population
- VAT-Free Medical Investment

### Location

Miles: 8 miles north-east of Liverpool  
Roads: A580, M57, M58, M62  
Air: Liverpool Airport

### Situation

Knowsley is an attractive and popular commuter village located 8 miles north-east of Liverpool City Centre which benefits from excellent road connections being less than two miles from Junction 4 of the M57 motorway. The property is situated on the east side of Frederick Lunt Avenue, fronting the attractive Syders Grove Park & Garden, in a predominantly residential village centre location. Nearby occupiers include Care Pharmacy, Knowsley Post Office, Texaco and GoLocal.

### Description

The property comprises a purpose built single storey doctor's surgery comprising a reception/waiting area, consulting rooms and ancillary offices. The property benefits from parking for about 12 cars.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

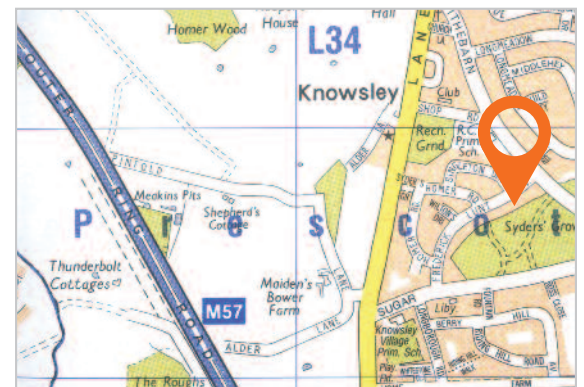
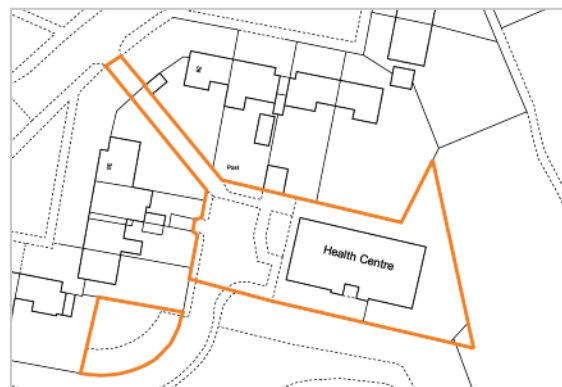
### Energy Performance Certificate

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.	Review
Ground	Consulting Rooms/Office Reception/Waiting Area	174.40 sq m	(1,877 sq ft)	ASTON HEALTHCARE LIMITED (2) t/a Knowsley Medical Centre	25 years from 01/12/2010 until 30/11/2035 on a full repairing and insuring lease (3)(4)	£70,000	30/11/2025 30/11/2030 30/11/2035
<b>Total</b>		<b>277.40 sq m (1)</b>	<b>(2,986 sq ft) (1)</b>			<b>£70,000</b>	

- (1) Approximate net internal floor areas. Gross Internal Area is approximately 332.80 sq m (3,582 sq ft).  
 (2) Aston Healthcare Limited manages some 27,000 patients across 6 medical centres in Liverpool and the surrounding areas. Aston Healthcare Limited is part of Primary Care Knowsley, which has five practices operating from 11 locations across Merseyside under common ownership, including Knowsley Village Medical Centre ([www.astonhealth.nhs.uk](http://www.astonhealth.nhs.uk)).  
 (3) By way of a Deed of Variation dated 22nd December 2020, the rolling break clause was removed.  
 (4) By way of a Reversionary Lease dated 22 December 2020, the term of the lease was effectively extended by 5 years to provide almost 15 years term certain, thereby expiring on 30th November 2035.



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# Lot 11

£60,000 Per Annum  
Exclusive

## Unit 3, Broadend Industrial Estate, Broadend Road, Wisbech, Cambridgeshire PE14 7BQ

Freehold Industrial Investment



### Key Details

- Let to EasyPack/Pop Displays Group Limited with a guarantee from Fencor Packaging Group Limited
- 10 year lease from December 2020 expiring December 2030 (no breaks)
- Self-contained unit comprising 21,365 sq ft - part of a larger parade occupied by the same tenant
- Tenant recently expanded into both Units 2 & 3; both let on new unbroken 10 year leases from December 2020
- Nearby occupiers include 5 Star Cases & Stream Foods (part of Pepsico), Edwards Motorsport, Harrington Nurseries and Walsoken MOT's
- Low Capital Value on Guide Price - less than £35 psf

### On Behalf of Trustees

#### Location

Miles: 1.5 miles east of Wisbech  
12 miles south-west of Kings Lynn  
22 miles east of Peterborough

Roads: A47, A1101

Air: London Stansted

#### Situation

Wisbech is an attractive market town approximately 22 miles east of Peterborough. The property is located 1.5 miles east of the town, on the north side of Broadend Road, just off the A47 in an established industrial location benefitting from excellent road connections with the A141 leading to A1(M). Nearby occupiers include 5 Star Cases & Stream Foods (part of Pepsico), Edwards Motorsport, Harrington Nurseries and Walsoken MOT's.

#### Description

The property comprises a single storey, ground floor industrial unit/warehouse with associated office space. The previous tenant had spent a considerable sum upgrading the property to a food grade industrial property. The current tenant occupies other units on the estate, that do not form part of the sale. The tenant has expanded into Units 2 & 3 as they required additional space having already been in occupation of Units 1.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

Completion - 24th March

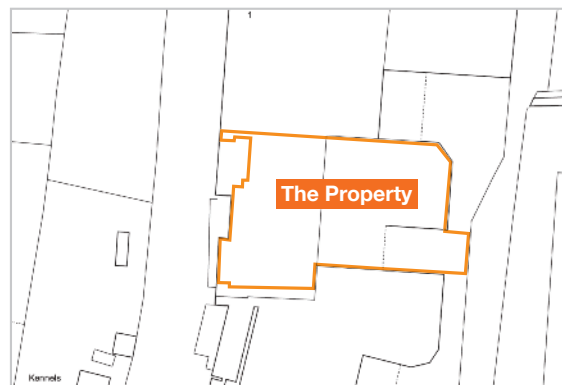
#### Energy Performance Certificate

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	Warehouse/Industrial/Office	1,984.86 sq m	(21,365 sq ft)	EASYPACK/POP DISPLAYS GROUP LIMITED with a guarantee from FENCOR PACKAGING GROUP LIMITED (1)	10 years from 25/12/2020 until 24/12/2030 on a full repairing and insuring lease (2)	£60,000
<b>Total</b>		<b>1,984.86 sq m</b>	<b>(21,365 sq ft)</b>			<b>£60,000</b>

- (1) EasyPack Pop Displays is part of the Fencor Packaging Group Limited; a packaging business who are the UK's largest independent temporary 3D display manufacturer, with clients including Tesco and Marks & Spencer ([www.easypack.co.uk](http://www.easypack.co.uk)). For the year ending 31/03/2020, Fencor Packaging Group Limited reported a turnover of £18,762,817, pre-tax profits of £1,006,824 and total assets of £11,186,333 (NorthRow 15/12/2020).
- (2) The lease is full repairing and insuring, subject to a Schedule of Condition. The lease is drawn outside the Security of Tenure provisions of the 1954 Landlord & Tenant Act.



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**Dunitz & Co.**  
FINANCING VALUE IN REAL ESTATE

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# Lot 12

£101,600 Per Annum  
Exclusive

## 146/148 High Street, Slough, Berkshire SL1 1JP

Prominent Freehold Retail & Residential Ground Rent Investment



### Key Details

- Prominent Town Centre Location
- Pedestrianised High Street Corner close to the Queensmere Shopping Centre
- Retail let to Starbucks Coffee Company (UK) Ltd (sublet)
- Adjacent Buckingham Gardens Car Park & close to offices of Slough Borough Council
- Occupiers nearby Burger King, TSB, EE, McDonalds, Savers, Nationwide, Greggs & HSBC

### Location

**Miles:** 20 miles west of Central London, 18 miles east of Reading, 4 miles north of Windsor Roads

**Roads:** A4, A412, M4 (Junction 6) M25

**Rail:** Slough Rail Station (approx. 35 mins to London Paddington)

**Air:** London Heathrow Airport, London Luton Airport, London City Airport

### Situation

Slough, with a population over 100,000 is a strategically important centre, 20 miles west of London, 18 miles east of Reading and 4 miles north of Windsor. The town benefits from good road links with the M4 (Junction 6) and the M25 close by giving access to Heathrow and Gatwick International Airports. The M40 motorway is 6 miles north & the M3 8 miles to the south of the town. Slough's rail station provides direct services to London Paddington. The property is situated in the town centre on the south side of the pedestrianised High Street at its junction with Church Street and opposite Buckingham Gardens Car Park. Occupiers nearby Burger King, TSB, EE, McDonalds, Savers, Nationwide, Greggs & HSBC

### Description

The property comprises ground floor retail with residential accommodation above. The residential accommodation of 8 flats known as Butler House is separately accessed from Church Street and arranged on ground and upper floors.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### 6 Week Completion

### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground	Retail/Ancillary	215.54 sq m (2,320 sq ft)	Starbucks Coffee Company (UK) Limited (sublet) (1)	15 years from 19/10/2007	£100,000	(18/10/2022)
Rear Ground and upper floors	Residential	8 Flats	Butler House Management (Slough) Limited	150 years from 1/01/2007	£1,600	1/01/2027 & 20 every years thereafter - RPI linked (31/12/2157)
<b>Total</b>		<b>Total Commercial 214.54 sq m (2,320 sq ft)</b>			<b>£101,600</b>	

(1) For the year ended 29th September 2019, Starbucks Coffee Company (UK) Limited reported a turnover of £361.7m, pretax loss of £8.5m and Shareholders Funds of £39.2m and operate from 910 stores nationwide (Source: Companies House 14/01/2021) Sublet to Soul Coffee House (South) Limited at £100,000 per annum on a lease expiring 15/10/2022.



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# Lot 13

£27,500 Per Annum  
Exclusive

## 223 Stratford Road, Shirley, Solihull, West Midlands B90 3AH

Freehold Bank Investment on a New 5 year lease



### Key Details

- Entirely let to Santander UK Plc
- New 5 year lease (NO Breaks)
- Lease renewal from 25th December 2020
- Prominent Corner Location
- VAT-free Investment
- Future alternative use potential on the upper floors

### On Instructions of a Major Fund Manager

#### Location

Miles: 2 miles west of Solihull town centre  
5 miles south of Birmingham city centre  
15 miles north-west of Royal Leamington Spa  
15 miles north of Stratford-upon-Avon

Roads: A34, M42, M40, M6

Rail: Shirley Railway Station, Solihull Station

Air: Birmingham Airport

#### Situation

Shirley is a predominantly residential suburb 2 miles west of Solihull city centre and 5 miles south of Birmingham city centre. The property is located on the east side of Stratford Road (A34) close to its junction with Solihull Road. Occupiers nearby include Holland & Barrett, West Brom, NatWest, Boots, Aldi, Iceland, Specsavers, Costa and a number of local traders.

#### Description

The property comprises a ground floor bank with ancillary accommodation on the first and second floors.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

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

### Tenancy and accommodation

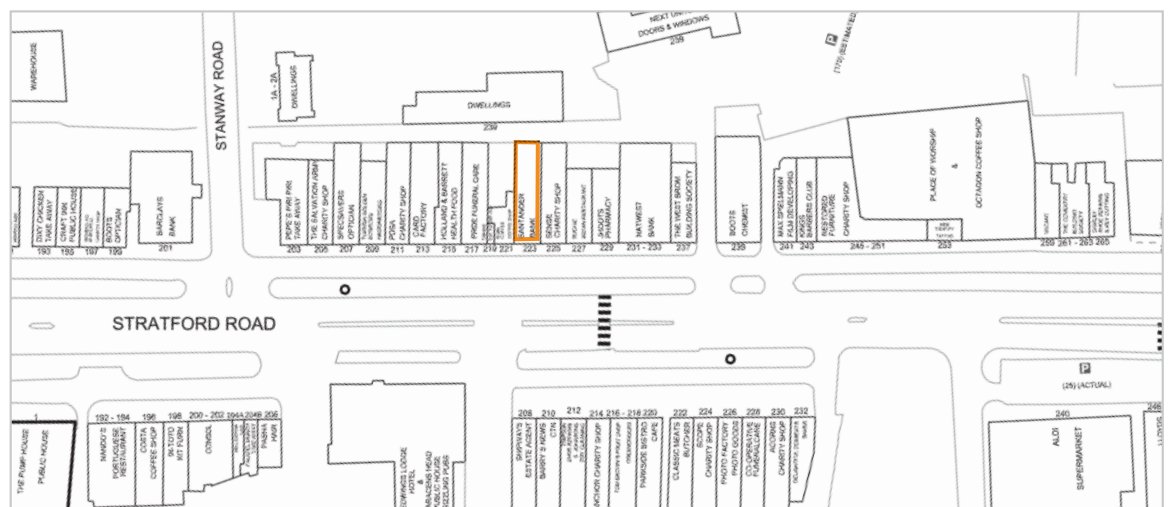
Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Banking/ Ancillary	119.28 sq m (1,284 sq ft)	SANTANDER UK PLC (1)	5 years from 25/12/2020 (2)	£27,500	24/12/2025
First	Ancillary	22.60 sq m (243 sq ft)				
Second	Ancillary	34.1 sq m (367 sq ft)				
<b>Total</b>		<b>175.98 sq m (1,894 sq ft)</b>			<b>£27,500</b>	

(1) For the year ending 31st December 2019, Santander UK PLC reported a turnover of £7,224,000,000, a pre-tax profit of £1,012,000,000 and shareholders funds of £15,857,000,000 (Source: NorthRow 19/01/2021).

(2) There is a 3 month rent free period from 25/12/20. The Seller will top up the rent from completion of the sale until expiry of the rent free period, by way of an allowance on completion of the sale.

#### Planning

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



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# Lot 14

£25,000 Per Annum  
Exclusive

## 85 The Broadway, Leigh on Sea, Essex SS9 1PN Freehold Bank Investment on a New 5 year lease



### Key Details

- Entirely let to Santander UK Plc
- New 5 year lease (NO Breaks)
- Lease renewal from 25th December 2020
- VAT-free Investment
- Future alternative use potential
- Neighbouring occupiers include Sue Ryder, Boots Pharmacy, Natwest, Subway and Nationwide

### On Instructions of a Major Fund Manager

#### Location

Miles: 35 miles east of Central London  
2 miles west of Southend-on-Sea  
16 miles south of Chelmsford

Roads: A13, A127, A13, M25

Rail: Leigh-on-Sea Railway Station

Air: London Southend Airport, London Stansted Airport

#### Situation

Leigh-on-Sea is a popular tourist destination and important commercial town located 35 miles east of Central London and 16 miles south of Chelmsford. The property is prominently located on the north side of the busy Broadway. Neighbouring occupiers include Sue Ryder, Boots Pharmacy, NatWest, Subway and Nationwide.

#### Description

The property comprises a ground floor bank with first floor ancillary accommodation.

#### Tenure

Freehold.

#### VAT

VAT is not applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

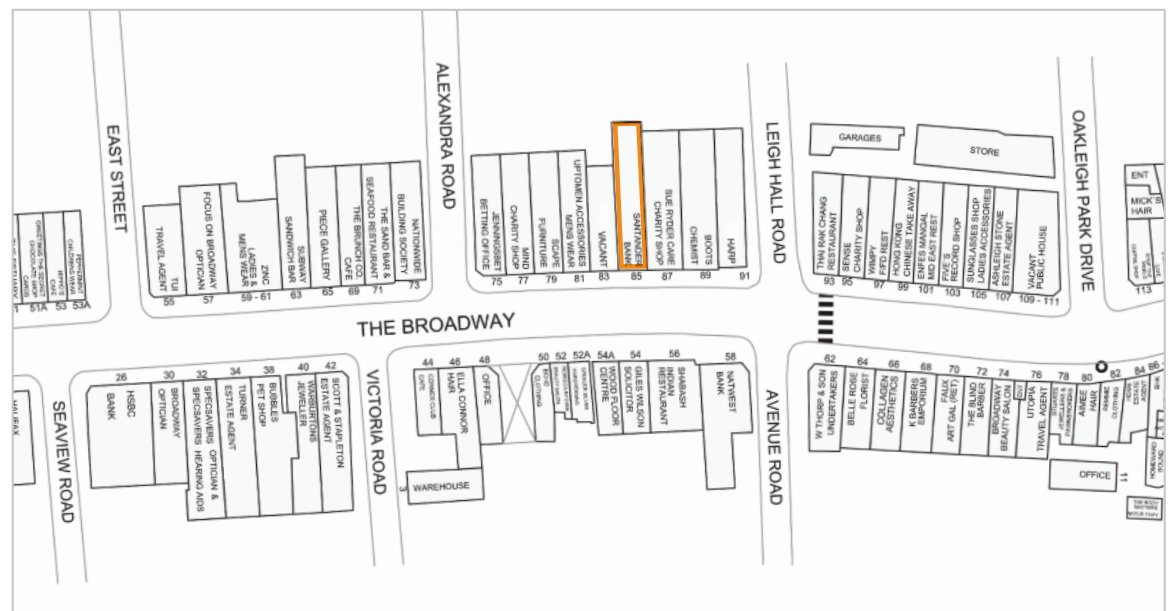
Band C. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk)

### Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Banking Hall	135.46 sq m (1,458 sq ft)	SANTANDER UK	5 years from 25/12/2020 (2)	£25,000	24/12/2025
First	Ancillary	22.50 sq m (242 sq ft)	PLC (1)			
<b>Total</b>		<b>157.96 sq m (1,700 sq ft)</b>			<b>£25,000</b>	

(1) For the year ending 31st December 2019, Santander UK PLC reported a turnover of £7,224,000,000, a pre-tax profit of £1,012,000,000 and shareholders funds of £15,857,000,000 (Source: NorthRow 19/01/2021).

(2) There is a 3 month rent free period from 25/12/20. The Seller will top up the rent from completion of the sale until expiry of the rent free period, by way of an allowance on completion of the sale.



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# Lot 15

£40,000 Per Annum  
Exclusive

## Spar Convenience Store, 2 Wordsley Green Shopping Centre, Wordsley Green, West Midlands DY8 5PD

Freehold Convenience Store Investment



### Key Details

- Let to Blakemore Retail Limited with a guarantee from AF Blakemore and Son Limited t/a Spar, with Post Office and Subway until 2029 (no breaks)
- Tenant in occupation since 1994
- Important Rent review outstanding notice served at £55,000 p.a.x (2)
- Forms part of a busy neighbourhood shopping centre

### Location

**Miles:** 12 miles west of Birmingham  
7 miles north-east of Kidderminster  
**Roads:** A491, A458, M5  
**Rail:** Stourbridge Junction  
**Air:** Birmingham International Airport

### Situation

The suburb of Wordsley is a predominantly residential area, some 3 miles north of affluent Stourbridge. The property is situated within the local Wordsley Green Shopping Centre, which comprises the supermarket itself along with ten other local retailers.

### Description

The property comprises ground floor retail accommodation and first floor ancillary accommodation. The property is the hub of the neighbourhood shopping centre and has a Post Office and Subway trading from the property. It also includes two single car garages.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

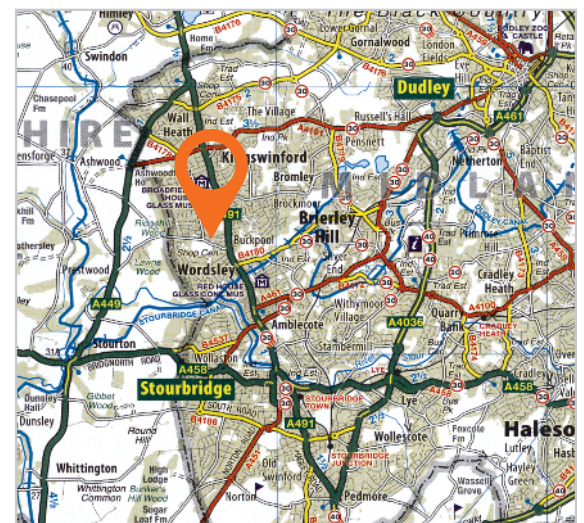
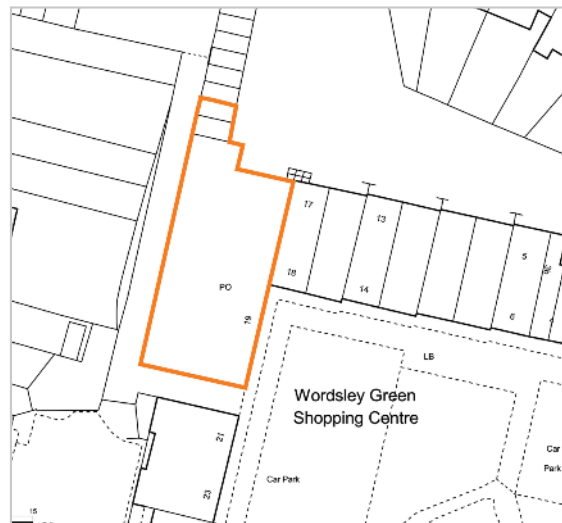
### Energy Performance Certificate

Band D. See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground	Retail	409 sq m (4,403 sq ft)	BLAKEMORE	15 years from 01/04/2014	£40,000 (2)	31/03/2019,
First	Ancillary	244 sq m (2,626 sq ft)	RETAIL LIMITED with a guarantee from AF BLAKEMORE AND SON LIMITED t/a Spar (1)	until 31/03/2029 on a full repairing and insuring lease		31/03/2024 (31/03/2029)
<b>Total</b>		<b>653 sq m (7,029 sq ft)</b>			<b>£40,000 (2)</b>	

- (1) For the year ending 30th April 2019, AF Blakemore and Son Limited reported a turnover of £1,135,638,000, a pre-tax profit of £6,006,000 and shareholders funds of £78,505,000 (Source: NorthRow 12/01/2020).
- (2) The tenant has occupied the property since at least 1994. The last rent reserved prior to the lease extension was £32,500 p.a.x. The 2019 rent review is currently outstanding and a notice has been served proposing a new rent of £55,000 p.a.x.



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# Lot 16

£79,000 Per Annum  
Exclusive

## Tesco Express, 43-45 Union Street, Aberdeen, AB11 5BN

Heritable Supermarket Investment





## Tenancy and accommodation

# Lot 16

£79,000 Per Annum  
Exclusive

Floor	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews
Ground	294.90 sq m	TESCO STORES PLC (1)	20 years from 07/09/2020 to 06/09/2040 (2)	£79,000	07/09/2025 and five yearly thereafter (3)
Basement	309.90 sq m				
<b>Total</b>	<b>604.80 sq m</b>	<b>(6,510 sq ft)</b>		<b>£79,000</b>	

- (1) Tesco Stores PLC have a turnover of £42,951,000,000, a pre-tax profit of £1,151,000,000 and total assets of £24,329,000,000. Tesco trade from over 3,700 stores in the UK and Ireland (Source tesco.com)
- (2) There is a tenant break option at year 10 (07/09 2030) on giving 6 months notice
- (3) The rent is reviewed to open market with a cap of 2.5% p.a. compound (maximum 13.14% over 5 years)

### Key Details

- Prime location on Union Street opposite the Marischal Square office development
- New 20 year lease to Tesco Stores Limited (subject to an option)
- Neighbouring occupiers include Greggs, Semichem, Poundland, Miller and Carter and Brewdog
- The rent is reviewed to open market with a cap of 2.5% p.a. compounded annually to a maximum of 13.14% over five years
- Currently producing £79,000 p.a.x.

### Location

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

### Situation

Aberdeen is the third largest city in Scotland, known globally as an oil and gas centre and energy research hub. The property is situated on the south side of the Union Street at its eastern end, between the St Nicholas Centre and Broad Street linking to the Marischal Square office development. Union Street is the principal retail thoroughfare in Aberdeen city centre. Neighbouring occupiers include Greggs, Ladbroke's, Poundland, Miller & Carter and Semichem.

### Description

The property will comprise a newly fitted out Tesco Express supermarket arranged over ground and basement floors within a C listed granite tenement building (the upper floors are in separate ownership). Retail sales accommodation will be provided at ground floor level together with storage and plant at basement level. The property is currently being fitted out by the tenant.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

### Energy Performance Certificate

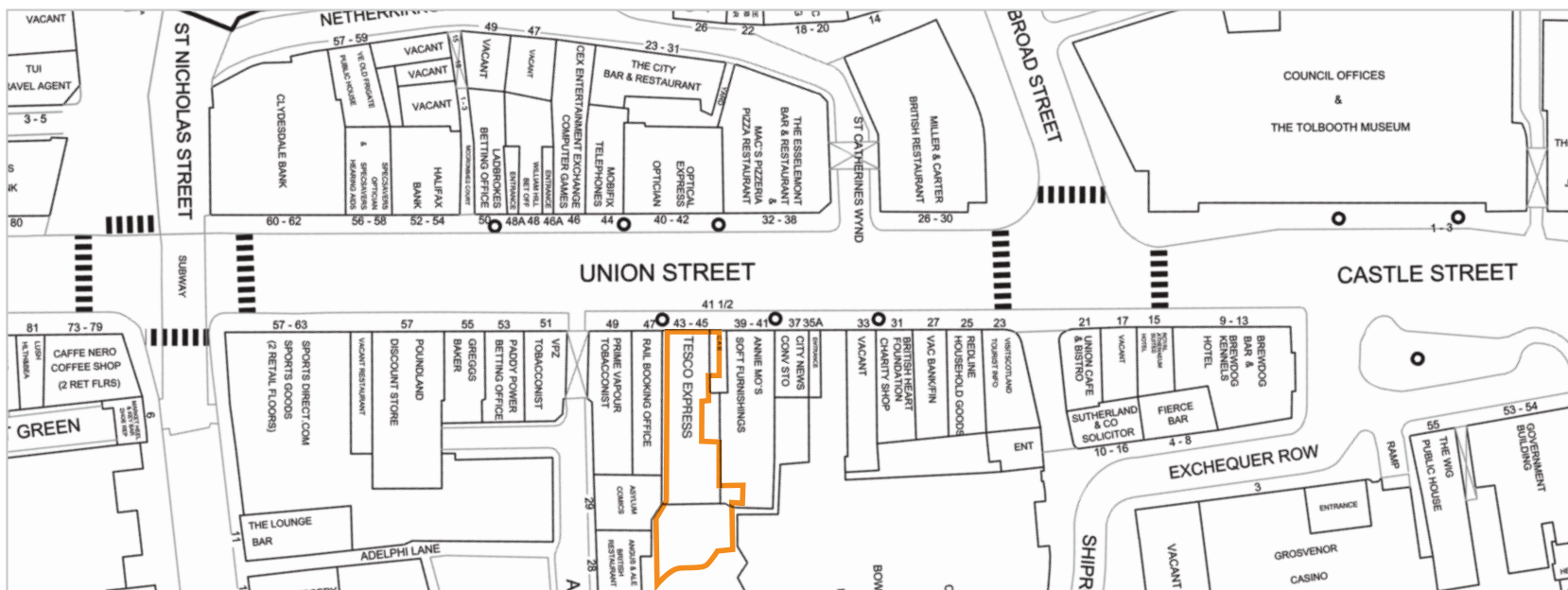
Band E. Please see the legal pack for further information.

### Viewings

Please contact Mhairi Archibald (07718899341)



Digitally Enhanced Fascia



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# Lot 17

Vacant Possession

## Barbara Ritchie House, Almondvale Way, Livingston, West Lothian EH54 6GB

Heritable Office building



### Key Details

- Well located on the established Almondvale Business Park adjacent to Livingston town centre.
- Large on site car park
- Pedestrian links to town centre and neighbouring retail parks
- Modern pavilion office building planned over three floors
- Potential redevelopment to residential or other uses (Subject to planning)

### Location

Miles: 13 miles west of Edinburgh,  
30 miles east of Glasgow

Roads: A71, M8 (Junction 3)

Rail: Livingston North and Livingston South Rail Stations  
Air: Edinburgh International Airport (7 miles east)

### Situation

Livingston is a former new town with a population of approximately 53,000 people. The town is adjacent to the M8 motorway providing access to Edinburgh to the east and Glasgow to the west. Almondvale Business Park is located close to the town centre, immediately west of the Almondvale Shopping Centre, Almondvale Retail Park and McArthur Glen designer outlet shopping centre. There is a direct pedestrian link to Sainsburys supermarket to the south. Occupiers on the business park include Education Scotland, Pure Gym, Witherby Publishing, GE Energy and Bellway Homes. Nearby occupiers include Starbucks, Marstons Inn, B&M and Dunelm.

### Description

The property comprises a 3 storey building on a site of 1.7 acres which was developed in 2001. The office building benefits from flexible floor plates for subdivision and two passenger lifts. In addition the modern specification includes a double height entrance, raised access floor and suspended ceilings, VRV air conditioning and 131 onsite car parking spaces.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

### Energy Performance Certificate

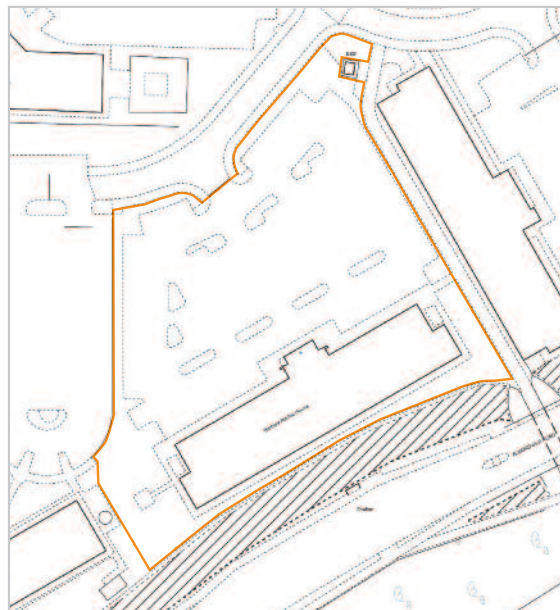
Current Rating E

## Tenancy and accommodation

Floor	Floor Areas (Approx)	Possession
Ground	936.02 sq m (10,075 sq ft)	Vacant Possession
First	936.02 sq m (10,075 sq ft)	
Second	936.02 sq m (10,075 sq ft)	
<b>TOTAL</b>	<b>2,808.06 sq m (30,225 sq ft)</b>	

### Viewings

Please contact Mhairi Archibald (+44 (0)7718 899 341)



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# Lot 18

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

### Tenancy and accommodation

Address	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)				
Flat 1, 41 Market Place	Part First/Second	Former Residential	30.09 sq m (324 sq ft)	VACANT	-	-	-
Flat 2, 37/39 Market Place	Part First/Second	Former Residential	30.87 sq m (332 sq ft)				
<b>Total</b>			<b>247.35 sq m (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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# Lot 19

£37,500 Per Annum  
Exclusive

## 85 High Street, Newmarket, Suffolk CB8 8UG Freehold Retail Investment (with future redevelopment potential)



### Key Details

- Entirely let to Moons Toy Superstores Limited
- Includes site/car parking to the front
- Future Change of Use/Redevelopment potential (subject to lease and consents)
- Attractive Grade II Listed Building
- VAT-free investment
- Town centre location with nearby occupiers including Boots the Chemist, WHSmith, Pizza Express, Greggs and Caffe Nero

### Location

Miles: 12 miles east of Cambridge  
Roads: A11, A14  
Rail: Newmarket  
Air: London Stansted

### Situation

Newmarket is a market town known globally for being the home of British horse racing, with the racecourse located about one mile from the property. The property is situated in a central location on the south side of High Street, close to retailers including Boots the Chemist, WHSmith, Pizza Express, Greggs and Caffe Nero.

### Description

The property, which is Grade II Listed, comprises a three storey building arranged as a shop trading on the ground and first floors, ancillary accommodation arranged on the basement and second floors. The property benefits from a yard to the front with parking for approximately six cars.

### 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.
Ground	Retail/Ancillary	213.48 sq m (2,298 sq ft)	MOONS TOY	15 years from	£37,500
First	Retail/Ancillary	87.13 sq m (938 sq ft)	SUPERSTORES	21/01/2008 until	
Second	Ancillary	68.00 sq m (732 sq ft)	LIMITED (1) with a	20/01/2023 on a full	
Basement	Ancillary	58.80 sq m (633 sq ft)	personal guarantee	repairing and insuring lease	
<b>Total</b>		<b>427.41 sq m (4,601 sq ft)</b>			<b>£37,500</b>

(1) [www.moonstoystore.com](http://www.moonstoystore.com). The tenant is currently paying a personal concessionary rent of £15,000 per annum.



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# Lot 20

£42,000 Per Annum  
Exclusive

## 28 & 30 Union Street, Aldershot, Hampshire GU11 1EW Two Freehold Retail Investments



### Key Details

- Part let to Salvation Army Trading Company until 2026
- Part let to British Heart Foundation on a new renewed lease
- Prominent Pedestrianised Location
- Nearby occupiers include McDonald's, EE, Specsavers, KFC, Halifax, Savers and Holland & Barrett
- Future redevelopment potential

### Location

**Miles:** 33 miles south-west of London  
9 miles west of Guildford  
20 miles south-east of Reading

**Roads:** A31, M3, M25, M4

**Rail:** Aldershot Rail

**Air:** London Heathrow, London Gatwick,

### Situation

Aldershot is a popular London commuter town, with strong communication links via the M3 and M25, and benefits from its substantial military base. The property is prominently situated on the north side of the pedestrianised Union Street, close to the Wellington Shopping Centre which houses occupiers including WH Smith, Lidl, Boots, Wilko and Sports Direct. Other nearby occupiers include McDonald's, EE, Specsavers, KFC, Halifax, Savers and Holland & Barrett.

### Description

The property comprises two ground floor retail units both with first floor ancillary accommodation.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

Bands E & D. See legal pack at [www.acutus.co.uk](http://www.acutus.co.uk)

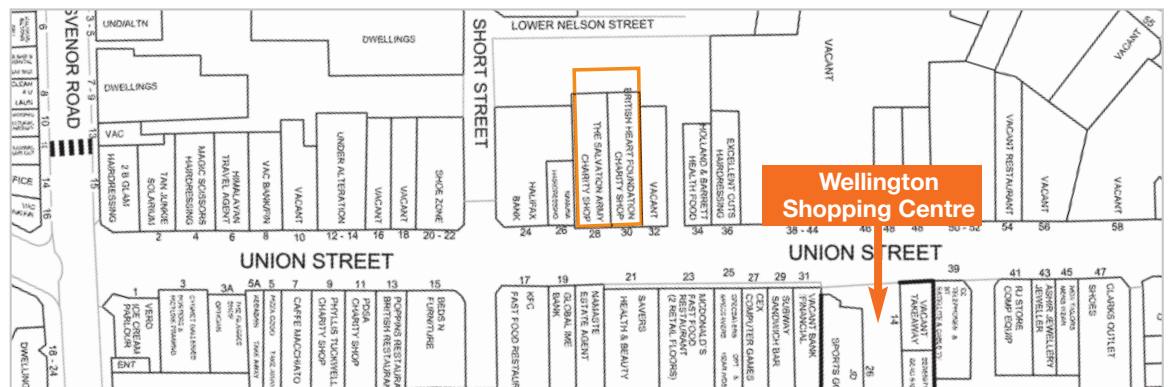
## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	(Reversion)
No. 28	Ground First	Retail Ancillary	147.23 sq m 24.10 sq m	(1,585 sq ft) (259 sq ft)	SALVATION ARMY TRADING COMPANY LIMITED (1)	10 years from 09/03/2016 (2)	£22,000 (08/03/2026)
No.30	Ground Retail	Retail Ancillary	157.58 sq m	(1,696 sq ft)	BRITISH HEART FOUNDATION (3)	5 years from 7/10/2020 (4)	£20,000 (5) (06/10/2025) (4)
<b>Totals</b>			<b>328.91 sq m</b>			<b>£42,000</b>	

- (1) For the year ending 31st March 2019, Salvation Army Trading Company Limited reported a turnover of £54,317,884, a pre-tax profit of £6,753,953 and shareholders funds of £17,291,528 (Source: NorthRow 14/01/2021).
- (2) The option to determine on 09/03/2021 has NOT been exercised in exchange for 6 months rent free from March 2021. The Seller will top up the rent, so the purchaser will effectively receive £22,000 per annum from completion of the sale.
- (3) British Heart Foundation trade from 750 shops nationwide (Source: [www.bhf.org.uk](http://www.bhf.org.uk))
- (4) Tenant option to determine at the end of years 3 & 4 upon 6 months notice
- (5) Rent rebased from £30,000 per annum

### Planning

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



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# Lot 21

£19,500 Per Annum  
Exclusive

## Rupert House, 36-38 Breckfield Road North, Liverpool, L5 4NH Freehold Commercial Investment Let on New 10 Year Lease



### Key Details

- To be let to Guaranteed Liverpool Lets Limited
- New 10 year lease from completion of the sale (subject to option)
- Potential Change of Use Opportunities (subject to lease and consents)
- Property refurbished in 2019
- 1.5 miles north of Liverpool City Centre
- VAT-free investment

### Location

**Miles:** 1.5 miles north-east of Liverpool City Centre  
**Roads:** M57, M62  
**Rail:** Liverpool Lime Street  
**Air:** Liverpool Airport

### Situation

Liverpool is a large and popular city and is the commercial and administrative capital of Merseyside. The property is located approximately one mile north-east of the city centre, close to both Liverpool and Everton Football Clubs in a densely populated, predominantly residential area. The property is located on the eastern side of Breckfield Road North, close to its junction with Breck Road. There are a number of independent traders at street level.

### Description

The property comprises a three storey building with commercial/office accommodation at ground, first and second floor level, with ancillary accommodation on the basement. The property benefits from a lift serving all floors (apart from the basement) which is accessed via a hatch.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

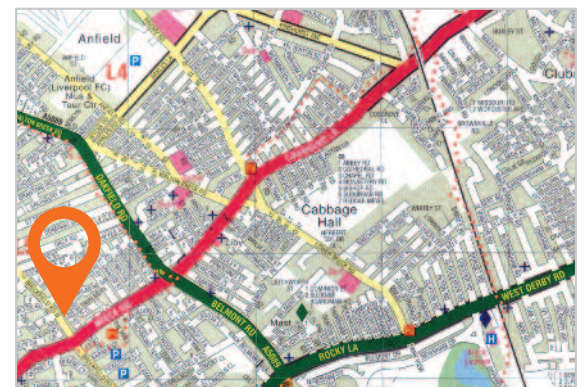
### Energy Performance Certificate

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.	Review
Ground	Commercial	82.58 sq m (889 sq ft)	GUARANTEED	10 years from completion	£19,500	5 yearly
Basement	Ancillary (restricted access)	33.92 sq m (365 sq ft)	LIVERPOOL LETS			
First	Commercial	69.56 sq m (749 sq ft)	LIMITED (1)	(2) on a full repairing and insuring lease		
Second	Commercial	76.95 sq m (828 sq ft)				
<b>Total</b>		<b>263.01 sq m (3) (2,831 sq ft) (3)</b>			<b>£19,500</b>	

- (1) Established in 2015, Guaranteed Liverpool Lets Ltd is a residential property management company, specialising in the leasing of shared houses (HMOs). The company trades as Now Rooms Liverpool, employs thirteen members of staff and has an excellent reputation within the HMO-market, and primarily operates in Liverpool and the Wirral ([www.nowrooms.liverpool.co.uk](http://www.nowrooms.liverpool.co.uk)).
- (2) The tenant benefits from an option to determine the lease on the fifth anniversary of the term.
- (3) Please note that the property has an approximate Gross Internal area of 309.36 sq m (3,330 sq ft).



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# Lot 22

£20,000 Per Annum  
Exclusive

## The Victory Public House, School Street, Easington, Near Durham, County Durham SR8 3PR

Public House opportunity with residential Potential



### Key Details

- Public House with 2 bedroom manager's flat
- Residential conversion potential (Subject to Consents)
- Prominent corner location
- Less than 1 mile from Durham Heritage Coast
- Neighbouring occupiers include Co-Op Food, Boots the Chemist and a mix of independent retailers
- VAT free investment

On Behalf of Receivers  
A B Hughes and J P Smith



### Location

Miles: 11 miles east of Durham  
12 miles south of Sunderland  
Roads: A19, A1(M)  
Rail: Horden Railway Station  
Air: Newcastle International

### Situation

Easington Colliery is located approximately 11 miles east of Durham. The property is located in a prominent corner position on School Street, at its junction with Memorial Avenue. Neighbouring occupiers include Co-Op Food, Boots the Chemist and a mix of independent retailers.

### Description

The property comprises a public house on the ground floor with a beer cellar in the basement and a two bedroom manager's flat on the first floor.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

Band C. See legal pack.

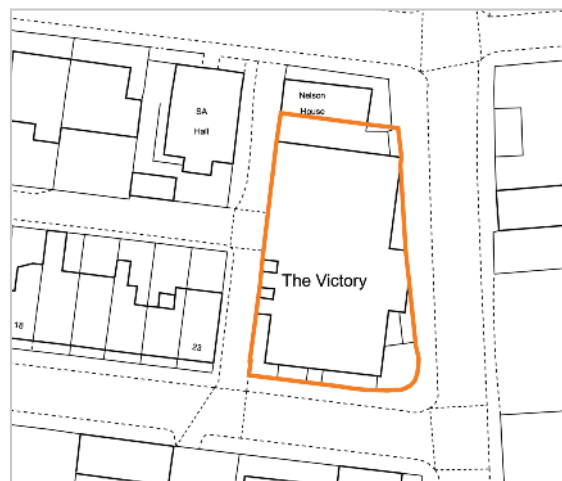
## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Public House	514.23 sq m (5,535 sq ft)	ANTHONY	5 years from	£20,000
First	2 bedroom flat	147.47 sq m (1,588 sq ft)	BAKER	07/11/2017 on a full	
Basement	Cellar	57.10 sq m (614 sq ft)	(1)	repairing and insuring lease	
<b>Totals</b>		<b>718.80 sq m (7,737 sq ft)</b>			<b>£20,000</b>

(1) The lease is outside of the Security of Tenure provisions of the Landlord & Tenant Act 1954.

### Note

This property is being marketed for sale on behalf of Joint Law of Property Act Receivers and therefore no warranties or guarantees in any respect, including VAT, can be given. The information in these particulars has been provided by the Joint Law of Property Act Receivers to the best of their knowledge, but the purchaser must rely solely upon their own enquiries. The Joint Law of Property Act Receivers are not bound to accept the highest or any offer and are acting in respect of this sale without personal liability.



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# Lot 23

Vacant Possession

## 31 High Street, Paisley, Renfrewshire PA1 2AF Heritable Retail Property



### Key Details

- Well located on the pedestrianised High Street, close to The Paisley Centre
- Recently refurbished retail unit with full glazed frontage
- Of interest to owner occupiers and investors
- Neighbouring occupiers include Sports Direct, Superdrug, Boots, TSB and Marks & Spencer Outlet

### Location

Miles: 8 miles west of Glasgow City Centre  
Roads: A761, M8  
Rail: Paisley/Gilmour Street Railways Station  
Air: Glasgow International Airport

### Situation

Paisley is a popular commuter town approximately 8 miles west of Glasgow. The property is situated in a prominent corner location on the south side of the pedestrianised High Street, close to its junctions with New Street and Church Hill, in the heart of Paisley town centre. The property is situated west of The Paisley Centre with occupiers including Marks & Spencer Outlet and Boots the Chemist. Other nearby occupiers include Sports Direct, Superdrug, Subway and TSB.

### Description

The property comprises a ground floor retail (former bank) unit with ancillary accommodation on the first floor, and a disused second/attic floor. The retail unit benefits from a fully glazed frontage.

### Tenure

Heritable. (Scottish equivalent of English Freehold)

### VAT

VAT is applicable to this lot.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession
Ground	Retail/Ancillary	248.32 sq m	(2,673 sq ft)	Vacant Possession
First	Office/Ancillary	42.74 sq m	(460 sq ft)	
Second/Attic	-	-	(-)	
<b>Total</b>		<b>291.06 sq m</b>	<b>(3,133 sq ft)</b>	

Six Week Completion Available.

### Energy Performance Certificate

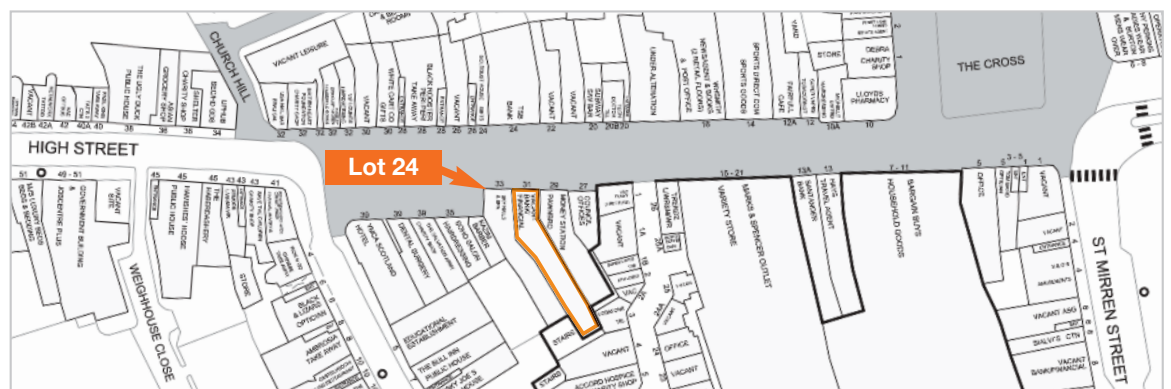
F. See legal pack at [www.acuitus.co.uk](http://www.acuitus.co.uk).

### Note

Please note that the purchaser will pay 1.5% + VAT of the purchase price towards the Vendor's costs, please see Articles of Roup/Conditions of Sale.

### Viewings

Please contact Mhairi Archibald (07718 899341)



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# Lot 24

£12,000 Per Annum  
Exclusive

## 33 High Street, Paisley, Renfrewshire PA1 2AF High Yielding Heritable Retail Investment



### Key Details

- Prominent corner position on pedestrianised High Street, close to The Paisley Centre
- Let to Individual until November 2034 (no breaks)
- Ground floor retail unit with storage at first floor
- Neighbouring occupiers include Sports Direct, Superdrug, TSB and Marks and Spencer Outlet

### Location

**Miles:** 8 miles west of Glasgow City Centre  
**Roads:** A761, M8  
**Rail:** Paisley/Gilmour Street Railways Station  
**Air:** Glasgow International Airport

### Situation

Paisley is a popular commuter town approximately 8 miles west of Glasgow. The property is situated in a prominent corner location on the south side of the pedestrianised High Street, close to its junctions with New Street and Church Hill, in the heart of Paisley town centre. The property is situated west of The Paisley Centre with occupiers including Marks & Spencer Outlet and Boots the Chemist. Other nearby occupiers include Sports Direct, Superdrug, Subway and TSB.

### Description

The property comprises a ground floor retail unit with ancillary accommodation on the first floor and a second floor access only via a hatch.

### Tenure

Heritable. (Scottish equivalent of English Freehold)

### VAT

VAT is applicable to this lot.

## Tenancy and accommodation

Accommodation	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews
Ground/First Second (hatch access)	Retail/Ancillary -	239.22 sq m -	(2,575 sq ft) (-)	L. D. NGUYEN t/a Hollywood Nails & Spa and insuring lease	15 years from 22/11/2019 to 21/11/2034 on a full repairing lease	£12,000  22/11/2024 22/11/2029
<b>Total</b>		<b>239.22 sq m</b>	<b>(2,575 sq ft)</b>		<b>£12,000</b>	

### Note

Please note that the purchaser will pay 1.5% + VAT of the purchase price towards the Vendor's costs, please see Articles of Roup/Conditions of Sale.

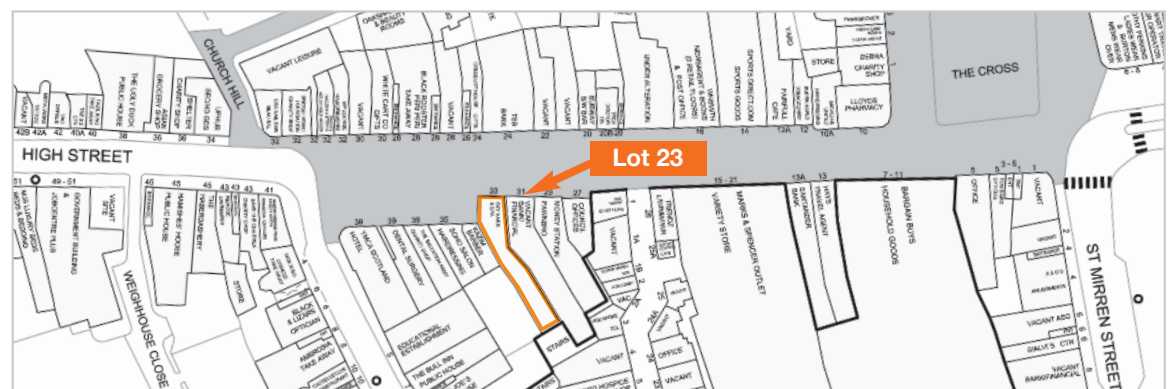
### 6 Week Completion Available

### Energy Performance Certificate

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

### Viewings

Please contact Mhairi Archibald (07718 899341)



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# 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>	
<b>AND</b>		
<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>
<b>AND</b>		
<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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### 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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### 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
- 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);
  - sign the completed SALE MEMORANDUM; and
  - pay the deposit.
- A5.4 If YOU do not WE may either
- 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
  - sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
- 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)
  - 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
  - is to be held by us (or, at OUR option, the SELLER'S conveyancer); and
  - 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
- YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
  - 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 Acutus 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:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, under the Land Registration Act 2002;
- 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
- 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:
- the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
  - the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- the DOCUMENTS, whether or not the BUYER has read them; and
  - 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
- any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
  - 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
- the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
  - the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- must produce to the BUYER on request all relevant insurance details;
  - must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
  - gives no warranty as to the adequacy of the insurance;
  - 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;
  - 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
  - (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:
- 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)

- (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.
- G21 Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22 Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:
- (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.
- G23 Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:
- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER's period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 Tenancy renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:
- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER's period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:
- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26 No assignment**
- The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27 Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
- (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.
- G28 Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically;
- but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29 Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.
- G30 Extra General Conditions**
- The following general conditions are to be treated as being amended as follows:
- Condition A1.2 of the AUCTION CONDUCT CONDITIONS shall be amended by adding the words 'in writing' at the end.
  - Condition G6.3(a) shall be amended to read: "BUYER'S conveyancer to the SELLER's conveyancer; and"



# Sale Memorandum

## Lot details

Sale date  
\_\_\_\_\_

Lot number \_\_\_\_\_ Lot address  
\_\_\_\_\_

Lot address  
\_\_\_\_\_

Price (excluding VAT) \_\_\_\_\_ Deposit  
\_\_\_\_\_

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  
\_\_\_\_\_  
\_\_\_\_\_

We acknowledge receipt of the deposit. Signed by us as an agent for the seller *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)*  
\_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Post code  
\_\_\_\_\_

Contact name \_\_\_\_\_ Contact telephone number  
\_\_\_\_\_

Contact email  
\_\_\_\_\_

Signed by the bidder on behalf of the buyer  
\_\_\_\_\_

## 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  
\_\_\_\_\_

## Conveyancer

Name and contact details of the buyer's conveyancer  
\_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Post code  
\_\_\_\_\_

Contact name \_\_\_\_\_ Contact telephone number  
\_\_\_\_\_

Contact email  
\_\_\_\_\_



# 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.

		Tick
<b>BIDDER</b> (The individual who has made the successful bid for the lot)		
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		
<b>BUYER (if different from the bidder)</b> (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	
<b>Unincorporated business or partnership</b>	For an LLP, ID for 2 designated members	
	Proof of name(s) of proprietor/all partners	
	ID for the individual(s) controlling the transaction	
<b>Trust or similar</b>	ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights	
	Copy of trust deed	
	ID for two trustees including the trustee controlling the transaction	
<b>Foreign registered companies</b>	ID for any beneficiary with an interest of more than 25% in the trust	
	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	
<b>Other</b>	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	
	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 \_\_\_\_\_

Address of Lot \_\_\_\_\_

Please tick as applicable Proxy  Telephone  Internet

Maximum Bid Price (if Proxy bid) \_\_\_\_\_ (in words) \_\_\_\_\_

## 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



- 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.
- These terms and conditions apply to **You** and **You** will be bound by them if **You** bid by telephone, via internet or absentee/proxy.
- 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.
- Registration Form**
  - 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.
  - 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.
  - A separate **Registration Form** must be completed for each **Lot**
  - 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.
  - 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.
  - By completing this **Registration Form** **You** warrant that there are adequate funds in the account to meet the full amount of the deposit
- Deposit**
  - 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:
    - The minimum deposit of £1,000 (or the total of your maximum bid price if this is less than that minimum) and
    - 10% of the **Maximum Bid Price** exclusive of VAT.
- 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.
- Absentee/Proxy Bids**
  - If **You** bid at the **Auction** by Absentee/proxy **You** should enter **Your Maximum Bid Price** on the **Registration Form**.
  - The **Maximum Bid Price** must be an exact figure. Failure to clearly indicate **Your Maximum Bid Price** will invalidate **Your** bid.
  - 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.
  - 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.
  - 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.
  - The amount of **Your Maximum Bid Price** for the Lot will not be disclosed by the **Auctioneer** to the **Seller**
- Terms of Sale/Conduct of Auction**
  - 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**.
  - 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.
  - 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.
  - 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.
- 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**









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Real Estate Auctioneering & Investment