



Thursday 21st May 2020

Commercial Real Estate Auction

Live Stream Auction

Auction/Thursday/ 21.05.20/2.00pm

Upcoming auctions

Thursday
9th July 2020

Thursday
10th December 2020

Thursday
15th October 2020

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Thursday 21st May 2020

Start 2.00 pm prompt

Venue

Live Stream Auction

Acuitus

14 St. Christopher's Place
London W1U 1NH

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

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

How can Acuitus Finance help you with bridging finance?

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

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www.acuitus.co.uk


acuitus
Real Estate Auctioneering & Investment

octopus
property

Adapting to new conditions

Welcome to the catalogue for our May auction

Firstly, can I say on behalf of all the Acuitus team that we hope that you, your family, friends and colleagues are staying healthy during these difficult times.

I would also like to say thank you to all our clients and partners for adapting to the changed market conditions and enabling us to present our third auction of the year.

It will be unusual not to be able to catch-up with many of you in the auction room but I hope you will find our live streamed sale easy to access and straightforward to place a bid. If you have any queries, please do contact any of our team prior to auction day.

Once again we are seeing the ability of auctions to continue the process of commercial property investment transactions even when the market is experiencing major disruption.

Our auctions – and your commitment as buyers or sellers – are going to play a vital role for commercial property in the coming months. The fact that Acuitus auctions have huge market reach means that investors will be able to access the market without being hampered by the lockdown regulations which are making so much of normal business life extremely difficult. This will generate transactional activity and begin to clarify the level of demand and pricing in the market.

The finance market has also been disrupted and it can be very hard to access funding at present so for this reason I would like to highlight our unique fast-track bridging finance facility provided by Octopus Real Estate. It is automatically available for all properties which sell for more than £500,000 at our auctions. There is no valuation or full title review required, and for buyers it means that once the hammer falls they have guaranteed finance for 50% of the purchase price.

If you would like to discuss this or any other finance topic, please contact Stuart Buchanan.

We hope you will find a suitable investment in this catalogue. We remain committed to providing a bespoke service for buyers and sellers and are here to help you with your auction strategy and any queries you may have.



Richard H Auterac

A handwritten signature in black ink that reads "Richard Auterac".

Richard H Auterac
Chairman

Important Information for bidders

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

Knowing the property

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

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

The Legal Pack

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

The contract

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

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

Pre-auction changes

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

Responsibilities of the bidder

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

Absentee bidding

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

Register your interest

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

Guide price and reserve

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

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

Money Laundering Regulations

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

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

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

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

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

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

Auction day assistance

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

Auction day amendments

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

Auctioneer's announcements

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

Bidding

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

Buyer's Administration Charge

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

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

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

Need insurance protection you can trust for your property?

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

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

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.



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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acuitus
Real Estate Auctioneering & Investment

Property listings/(Town A-Z)

- A Lot 6 Amersham**
46 Sycamore Road,
Buckinghamshire
HP6 5DR
- B Lot 9 Bournemouth**
357 Wimborne Road,
Winton, Dorset
BH9 2AD
- C Lot 31 Carlisle**
75 English Street,
Cumbria CA3 8LU
- Lot 3 Chatteris**
51 High Street,
Cambridgeshire
PE16 6BH
- Lot 10 Clacton-on-Sea**
27 Station Road, Essex
CL15 1TD
- Lot 23 Clarkston**
52-54 Busby Road,
Glasgow G76 7AT
- Lot 18 Cleckheaton**
247-249 Spen Lane,
Gomersal, West
Yorkshire BD19 4LT
- Lot 17 Crewe**
Travelodge Hotel ,
Beswick Drive, Cheshire
CW1 5NP
- Lot 14 Crosby**
Telegraph House, Moor
Lane, Liverpool,
Merseyside L23 2SF
- D Lot 24 Dorking**
1, 3, 5 South Street,
Surrey RH4 2DY
- E Lot 4 Edinburgh**
129 St John's Road,
Corstorphine, EH12 7SB
- F Lot 8 Fraserburgh**
Co-operative Food ,
Albert Street,
Aberdeenshire
AB43 9JL
- H Lot 28 Hove**
123-129 Portland Road,
East Sussex BN3 5QJ
- K Lot 33 Kings Lynn**
11 Woodside Avenue,
Dersingham, Norfolk
PE31 6QE
- Lot 34 Kings Lynn**
142 Norfolk Street,
Norfolk PE30 1AU
- L Lot 11 London EN1**
250 Baker Street,
Enfield EN1 3LD
- Lot 7 London HA0**
26 Ealing Road,
Wembley HA0 4TL
- Lot 15 London HA1**
313 Station Road,
Harrow HA1 2TA
- Lot 20 London HA3**
185 Streatfield Road,
Kenton, Harrow,
HA3 9DA
- Lot 25 London N2**
12-18 High Road, East
Finchley N2 9PJ
- Lot 36 London TW8**
Sarah Trimmer Hall,
High Street, Kew Bridge
TW8 0BD
- O Lot 16 Okehampton**
4 London House,
Hatherleigh, Devon
EX20 3JH
- P Lot 32 Preston**
Preston Plumbing &
Direct Window Co,
Brookfield Street and
Southgate, Lancashire
PR1 1NR
- R Lot 5 Ruislip**
11-15 High Street,
Middlesex HA4 7AU
- S Lot 2 Sheffield**
Unit 4 Brooklands Way,
Brooklands Park
Industrial Estate,
Dinnington, South
Yorkshire S25 2JZ
- Lot 27 Shefford**
2-4 High Street, Nr
Biggleswade,
Bedfordshire SG17 5DG
- Lot 29 Shrewsbury**
55-57 and 58-59
Mardol, Shropshire
SY1 1PP
- Lot 13 Southport**
18 London Street,
Merseyside PR9 0UE
- Lot 30 Stafford**
4-7 and 7a Gaolgate
Street, Staffordshire
ST16 2BG
- Lot 19 Stafford**
Pizza Hut, The Hough
Leisure Park,
Staffordshire ST17 4ER
- Lot 35 Stirling**
36-44 King Street,
Stirlingshire FK8 1AY
- Lot 12 Stockton-on-Tees**
Britannia House, Falcon
Court , Preston Farm
Business Park
TS18 3TX
- T Lot 1 Thetford**
Units 1-11 Leyland
Close, Fison Way,
Norfolk IP24 1XA
- W Lot 22 Westhill**
Pavillion 4, Aspect 32,
Arnhall Business Park,
Aberdeen,
Aberdeenshire
AB32 6FE
- Lot 26 Woking**
126 Hermitage Woods
Crescent, Surrey
GU21 8UH
- Lot 21 Worthing**
Units 3 & 4 Connaught
Buildings, Chapel Road
BN11 1BA

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

£39,200 per annum
exclusive Gross
Net Rent £24,700 per
annum exclusive

Units 1-11 Leyland Close, Fison Way,
Thetford, Norfolk IP24 1XA

Multi-Let Industrial Estate Investment



Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
1 & 2	Ground Floor	Industrial	217.40 sq m	(2,340 sq ft)	VACANT POSSESSION			
3	Ground Floor	Industrial	108.70 sq m	(1,170 sq ft)	CARBON ME LTD	3 years from 01/07/2014	£4,500	Holding Over
4	Ground Floor	Industrial	108.70 sq m	(1,170 sq ft)	EAST ANGLIA SWIFT TRANSPORT LTD	5 years from 06/09/2017 (1)	£5,200	(05/09/2022)
5	Ground Floor	Industrial	108.81 sq m	(1,171 sq ft)	INDIVIDUAL t/a DKM Services	3 years from 01/07/2013 (2)	£4,500	Holding Over
6	Ground Floor	Industrial	108.64 sq m	(1,169 sq ft)	VACANT POSSESSION			
7	Ground Floor	Industrial	108.70 sq m	(1,170 sq ft)	ONLINE LUBRICANTS LIMITED	5 years from and including 07/11/2017	£5,000	(06/11/2021)
8 & 9	Ground Floor	Industrial	216.92 sq m	(2,335 sq ft)	MANPOWER ELECTRICAL SERVICES LTD	6 years from 14/05/2018	£10,000	14/05/2021 (13/05/2024)
10 & 11	Ground Floor	Industrial	218.23 sq m 47.97 sq m	(2,349 sq ft) (516 sq ft)	ABLE CRANE SERVICES LTD	5 years from 25/03/2019	£10,000	(24/03/2024)
Totals			1,244.07 sq m	(13,390 sq ft)			£39,200	

- (1) As to unit 4, the tenant has not exercised their option to determine in June 2020.
(2) As to unit 5, the lease provides for an annual option to determine.

Note

This property is being marketed for sale on behalf of Fixed Charge 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 Fixed Charge Receivers to the best of their knowledge but the purchaser must rely solely upon their own enquiries. The Fixed Charge Receivers are not bound to accept the highest or any offer and are acting in respect of this sale without personal liability.

Lot 1

£39,200 per annum
exclusive Gross
Net Rent £24,700 per
annum exclusive

Key Details

- Established Fison Way Industrial Estate within 1 mile of the A11
- 11 units totalling 1,244.07 sq m (13,390 sq ft)
- Site area of approximately 0.35 hectares (0.86 acres) and site coverage 36%
- Nearby occupiers include Hughes Service Centre, Boniface Engineering, TNT, CCF Insulation, Centurion Safety Products, Nissan, Kia, Ford and Volvo Truck & Bus

Location

Miles: 13 miles north of Bury St Edmunds
32 miles north-east of Cambridge
30 miles south-east of Norwich

Roads: A1066, A134, A11

Rail: Thetford Railway Station

Air: Norwich International Airport

Situation

The property is located within the well established Fison Way Industrial Estate some 1.5 miles north of the town centre and within 1 mile of the A11 trunk road which leads to the M11 Motorway. Nearby occupiers include Hughes Service Centre, Boniface Engineering, TNT, CCF Insulation, Centurion Safety Products, Nissan, Kia, Ford and Volvo Truck & Bus.

Description

The property comprises a terrace of 11 ground floor industrial units. The units benefit from roller shutter doors and a front yard area providing parking and loading. In total, the units comprise 1,244.07 sq m (13,390 sq ft) and the approximate site area is 0.35 hectares (0.86 acres) and site coverage 36%. The approximate eaves height varies, with units 1, 2 and 3 at 3.5 metres and the rest of the units at 5.2 metres.

Tenure

Long Leasehold. Held from Individuals (who hold an intermediate co-terminous lease from the freeholder being the local authority) for a term of 99 years less 7 days from 1st April 1983 at a current ground rent reserved of £14,500 per annum exclusive. The rent is reviewed every 7 years with the next review in 2025.

VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

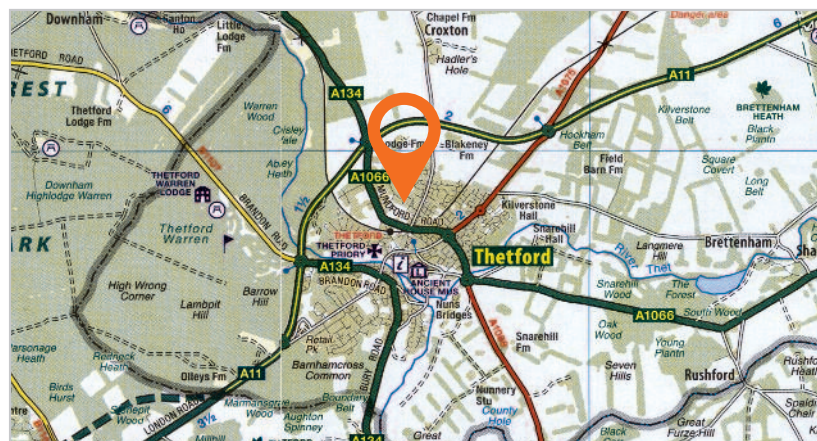
Available from the legal pack at acuitus.co.uk



Photo Taken August 2019



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Lot 2

£57,500 Per Annum
Exclusive Rising to £63,250
pax in February 2023
(Previous rent £50,000 pax)

Unit 4 Brooklands Way, Brooklands Park Industrial Estate, Dinnington, Sheffield, South Yorkshire S25 2JZ

Freehold Industrial Investment



Key Details

- Let to Ixion Limited by way of Lease Renewal
- 5 year lease from February 2020 (no breaks)
- Fixed rental increase to £63,250 pa in February 2023
- Comprises approximately 1,268.60 sq m (13,664 sq ft) on approximate site area of 0.28 hectares (0.69 acres)
- Established Industrial Estate, less than three miles from J31 of the M1 motorway
- Nearby occupiers include Screwfix, Keyspline Engineering, DURO UK and Doka Formwork

Location

Miles: 12 miles east of Central Sheffield
15 miles south of Doncaster
Roads: A57, M1, M18
Air: Doncaster Sheffield Airport

Situation

The property is located on the established Brooklands Park Industrial Estate, in Dinnington, approximately 12 miles east of Central Sheffield. The property sits on the east side of Brooklands Way, at its junction with West Carr Road and benefits from excellent road connections being less than three miles east of J31 of the M1 motorway. Nearby occupiers on the industrial estate include Screwfix, Keyspline Engineering, DURO UK and Doka Formwork.

Description

The property comprises a modern, detached corner building, with a ground floor warehouse and office accommodation on part ground, mezzanine and first floors. The property benefits from a site area of approximately 0.28 hectares (0.69 acres) and an approximate site coverage of 38%. The property has a secure yard and car parking for about 20 cars.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

Band E. See legal pack at acuitus.co.uk.

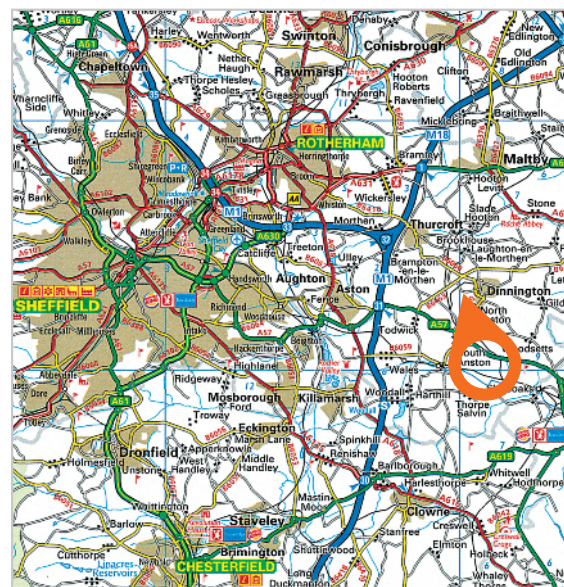
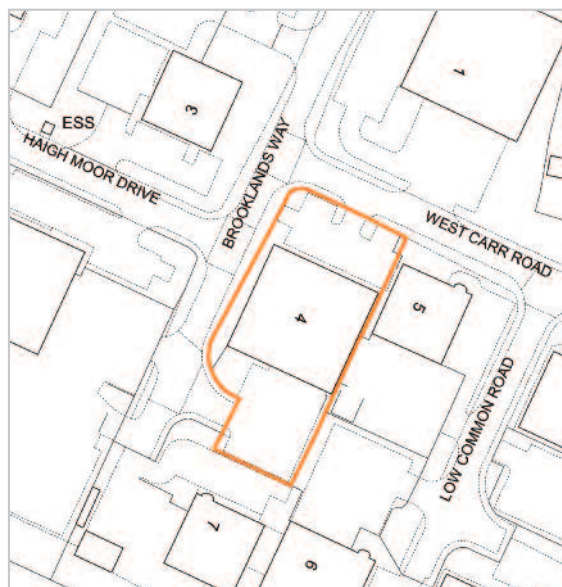
Tenancy and accommodation

Floor	Use	Gross Internal Areas (Approx)		Tenant	Term	Rent p.a.x.	Fixed Rental Uplift
Ground	Warehouse	779.35 sq m	(8,389 sq ft)	IXION LIMITED (1)	5 years from 06/02/2020 on a full repairing and insuring lease (2)	£57,500	Fixed rental uplift on 06/02/2023 to £63,250
Ground	Offices	260.56 sq m	(2,805 sq ft)				
First	Offices	65.71 sq m	(707 sq ft)				
Mezzanine	Offices/ Ancillary	162.98 sq m	(1,754 sq ft)				
Total		1,268.60 sq m	(13,664 sq ft)			£57,500	

(1) T/A 1ClickPrint (www.1clickprint.com)

(2) The lease is full repairing and insuring, subject to a Schedule of Condition.

NB: Floor areas provided by VOA.



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Lot 3

£80,000 Per Annum
Exclusive

51 High Street, Chatteris, Cambridgeshire PE16 6BH

Freehold Highly Secure Investment Opportunity with Development/Change of Use Potential



Key Details

- Let to Booker Retail Partners (GB) Limited - a part of Tesco Plc
- Let for a further 17 years until March 2037 (No breaks)
- Approximate site area 0.37 acres (0.15 hectares) with parking for approximately 30 cars
- Future Change of Use/Development Potential (subject to existing lease and necessary consents)
- Affluent and attractive Cambridgeshire market town

On the Instructions of Co-Operative Group



Location

Miles: 19 miles south-east of Peterborough
21 miles north of Cambridge
Roads: A141, A142, A14, A1(M)
Air: London Stansted

Situation

Chatteris is an affluent and attractive market town in Cambridgeshire, about 21 miles north of Cambridge. Chatteris provides good access to the A1 (M) via A141. The property is located in a central town location on the east side of High Street, at a prominent location at its junction with Railway Lane and overlooking Jubilee Gardens town square. Nearby occupiers include Post Office, Nisa and various independent shops, cafés and restaurants.

Description

The property comprises a prominent and substantial former supermarket/convenience store arranged on the ground and first floors. The property benefits from a large car park to the rear with parking for up to 30 cars together with a loading bay and a goods lift on a site area of approximately 0.37 acres (0.15 hectares).

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Energy Performance Certificate

Band E. See legal pack at www.acuitus.co.uk.

Tenancy and accommodation

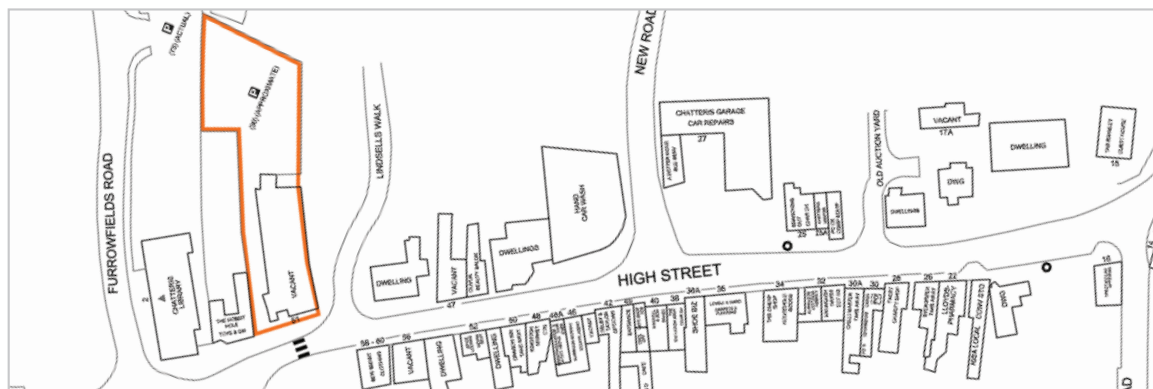
Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Retail/Ancillary	335.00 sq m	(3,606 sq ft)	BOOKER RETAIL PARTNERS (GB) LIMITED (1)	28 years from 27/04/2009 until 31/03/2037 on a full repairing and insuring lease	£80,000	27/04/2019 (2) 27/04/2024 and 5 yearly thereafter
First	Ancillary	296.30 sq m	(3,189 sq ft)				
Total		631.30 sq m	(6,795 sq ft)			£80,000	

(1) In March 2018, Tesco completed a £46 billion takeover of Booker. Booker Retail Partners is the wholesale retail supplier to retailers under the Budgens and Londis brands, serving over 2,000 stores across the UK. For the year ending 24th February 2019, Booker Retail Partners (GB) Limited reported a turnover of £915,600,000, pre-tax profits of £17,700,000 and shareholder funds of £138,600,000 (source: Smart Search 2204/2020). The tenant is not currently in occupation.

(2) The April 2019 Rent Review is outstanding
NB: Areas provided by VOA.

Planning

The Property may have change of use/development potential, subject to the lease and necessary consents. For further information please contact Fenland District Council:
T: 01354 654 321
E: info@fenland.gov.uk



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**£25,004 Per Annum
Exclusive**

129 St John's Road, Corstorphine,
Edinburgh, EH12 7SB

Heritable Retail Investment



Key Details

- Let to Boots UK Limited until 2025 (no breaks) (2)
- New reversionary lease signed in 2019
- Located in affluent suburb 2 miles from Edinburgh city centre
- Nearby occupiers include Cooperative Food, Costa Coffee and Specsavers
- Average monthly prescriptions of 2,500 items (Source: NHS National Services Scotland)

On behalf of Trustees

Location

Miles: 3 miles west of Edinburgh city centre

Roads: A8

Rail: Haymarket Station

Air: Edinburgh Airport

Situation

Corstorphine is a predominantly residential suburb located 3 miles west of Edinburgh city centre. Corstorphine is located on the A8 St Johns Road with Edinburgh Airport 3 miles to the west, Murrayfield Stadium 1.5 miles to the south-east and Edinburgh Zoo 0.5 miles to the east. The property is located in a mixed residential/commercial area on St Johns Road (A8), at its junction with Belgrave Terrace and nearby occupiers include Costa, Cooperative Food, Subway, Greggs and Specsavers.

Description

The property comprises a shop and ancillary accommodation arranged over ground and first floors forming part of a larger tenement building. The property is currently used as retail, pharmacy and storage accommodation at ground floor level with ancillary, staff and storage accommodation at first floor level. There is access to Kirk Loan for deliveries from the rear.

Tenure

Heritable.

VAT

VAT is applicable to this lot.

Six week completion is available

Viewings

Please contact Mhairi Archibald (07718 899341)

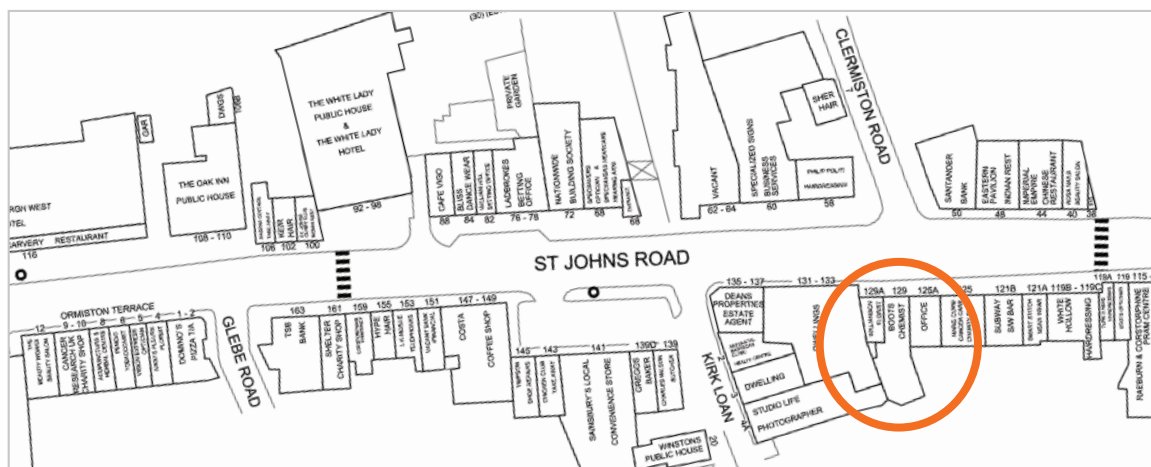
Energy Performance Certificate

See legal pack at acuitus.co.uk

Tenancy and accommodation

Accommodation	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground First	Retail Ancillary	139.80 sq m 72.10 sq m	1,505 sq ft 776 sq ft	BOOTS UK LIMITED (1)	20 years and 4 months from 22/03/2005 until 21/07/2025 on a full repairing and insuring lease (2) (3)	£25,004	22/07/2020
Total		211.90 sq m	2,281 sq ft			£25,004	

- (1) For the year ending 31st August 2018, Boots UK Limited reported a turnover of £6,790,000,000, pre-tax profits of £398,000,000 and a total net worth of £875,000,000 (Source: Experian Group 19/09/2019). Boots is the largest pharmacy health and beauty chain in the UK and as at 31st August 2018 had 2,485 stores across the UK (Source: www.boots-uk.com/about-boots-uk/about-boots/boots-in-numbers/ 20/09/2019).
- (2) The current lease is for a term of 15 years and four months expiring 21/07/2020, however a 5 year reversionary lease has been signed from expiry of the current term until 21/07/2025 at a rent of £25,000 p.a.x.
- (3) For the purpose of clarification, the current passing rent is £25,004 p.a.x. At the commencement of the reversionary lease on 22/07/2020, the rent will reduce slightly to £25,000 p.a.x and the tenant will benefit from a six month rent free period. The seller has agreed to adjust completion monies so the sale will effectively produce £25,000 p.a.x from commencement of the reversionary lease.



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Donald Findlay**
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Lot 5

£22,700 per annum
exclusive Net Rent
£21,100 per annum

11-15 High Street, Ruislip, Middlesex HA4 7AU Greater London Office Investment



Photo Taken March 2020

Key Details

- Attractive Grade II listed town centre office
- Let to solicitors on a recently renewed lease
- Close to public car park
- Occupiers nearby include Prezzo, Café Rouge, Boots and Haart
- Popular West London suburb between Harrow and Ickenham and close to Heathrow
- VAT-free investment

Location

Miles: 3 miles south-west of Pinner
9 miles west of Harrow
15 miles north-west of Central London
16 miles south-east of High Wycombe

Roads: A4180, B466, A40

Rail: West Ruislip Railway Station
Ruislip Underground Station (Metropolitan and Piccadilly Lines)

Air: Heathrow Airport

Situation

Ruislip is located in West London and is part of the London Borough of Hillingdon, 15 miles north-west of Central London. The property is situated on the east side of High Street, opposite its junction with The Oaks and less than half a mile from Ruislip Underground Station (Metropolitan and Piccadilly Lines). Nearby occupiers include Prezzo, Café Rouge, Boots Opticians and a variety of local traders.

Description

This Grade II listed property comprises office accommodation over ground and first floors. The property, with a number of period features, provides office, storage and ancillary accommodation.

Tenure

Long Leasehold. Held for a term of 99 years from 30/09/1963 (approx. 42 years unexpired) at a ground rent of £1,600 per annum. Rent Reviews every 21 years to 1/12th of the OMRV. Next Rent Review 2026.

VAT

VAT is not applicable to this lot.

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Office	43 sq m (463 sq ft)	INDIVIDUALS t/a Bird & Lovibond Solicitors (1)	5 years from 01/12/2019 on a full repairing and insuring lease, subject to a schedule of condition.	£22,700	30/11/2024
First	Office	64 sq m (689 sq ft)				
Total		107 sq m (1,152 sq ft)			£22,700	

(1) With offices in Uxbridge, Ruislip and Greenford (Source : www.bird-lovibond.co.uk). Tenant in occupation for over 15 years.



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Lot 6

£194,868
Per Annum (2)

46 Sycamore Road,
Amersham, Buckinghamshire HP6 5DR

Freehold Supermarket Investment in Affluent Buckinghamshire Commuter Town



Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
Ground First	Retail/Ancillary Ancillary	639.54 sq m 106.09 sq m	(6,884 sq ft) (1,141 sq ft)	WAITROSE LIMITED (1)	15 years from 29/09/2010 until 28/09/2025 on a full repairing and insuring lease	£194,868 (2)
Total		745.63 sq m	(8,025 sq ft)			£194,868 (2)

(1) For the year ending 26th January 2019, Waitrose Limited reported a turnover of £6,296,700,000, pre-tax profits of £84,800,000 and shareholders funds of £906,100,000 (source: SmartSearch 23/04/2020).

(2) Under the terms of the lease, the current passing rent is £168,095 pa, with a fixed rental increase on 29th September 2020 to £194,868 pa. The Vendor has agreed to adjust the completion monies from completion of the sale until the fixed rental uplift in September 2020, so that the property effectively produces £194,868 per annum.

NB: Floors area provided by VOA. Please note that the Property is also subject to a lease to Castlebrook Holdings Limited for a term of 125 years from and including 25/03/2015 at a peppercorn rent. The lease is for a small parcel of land to the rear of the Property, which is used for two car parking spaces that Castlebrook Holdings Limited let to WHSmith - please see legal pack.

Lot 6

£194,868
Per Annum (2)

Key Details

- Let to Waitrose Limited (t/a Little Waitrose)
- 15 year lease from September 2010
- Tenant option to renew lease from September 2020 for 10 years at a commencing rent of £225,905 per annum rising to £261,886 per annum in September 2025
- Approximately 745.63 sq m (8,025 sq ft)
- Affluent and attractive Buckinghamshire market town
- Nearby retailers include Marks & Spencer, Simply Food, Boots the Chemist, Costa Coffee, Greggs, WHSmith, Holland & Barrett, Waterstones and various boutique shops, cafe's and restaurants

Location

Miles: 8 miles north-east of High Wycombe
29 miles north-west of Central London
Roads: A413, A335, M40
Rail: Amersham
Air: London Heathrow

Situation

Amersham is an affluent and attractive market town within the London commuter belt, located within the Chiltern Hills. Amersham benefits from excellent access to London and the rest of the country via the A355, which leads to the M40 and M25 motorways. The property is located on the east side of Sycamore Road, Amersham's primary retailing thoroughfare. Nearby retailers include Marks & Spencer, Holland & Barrett, Caffè Nero, Greggs, Boots the Chemist, Costa, WHSmith, Waterstones and various boutique shops, cafe's and restaurants.

Description

The property comprises a ground floor supermarket with ancillary accommodation on the first floor.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion.

Energy Performance Certificate

Band E. See legal pack at www.acuitus.co.uk.



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Lot 7

£14,400 per annum
exclusive with vacant
retail unit to be let

26 Ealing Road, Wembley, London HA0 4TL

Freehold Retail and Residential Investment



Photos Taken February 2020



Key Details

- Includes studio flat let on an AST, rear access and parking
- 150 metres from Wembley Central Station and less than a mile from Wembley Stadium
- Residential development potential (subject to consents)
- Neighbouring occupiers include Coral, Lloyds Bank, HSBC and an eclectic mix of local retailers

Location

Miles: 8 miles north-west of Central London
Roads: North Circular (A406), A40
Rail: Wembley Central (Bakerloo Line), Wembley Park (Jubilee Line), Preston Road (Metropolitan Line)
Air: London Heathrow

Situation

The property is prominently situated in the popular and affluent North West London Borough of Wembley, on the west side of the busy Ealing Road (A4089), approximately 150 metres from Wembley Central Station and less than a mile from Wembley Stadium. Neighbouring occupiers include Coral, Lloyds Bank, HSBC and an eclectic mix of local retailers.

Description

The property comprises ground floor retail accommodation, basement storage accommodation and a studio flat on the first floor. The property benefits from rear access and parking at the rear. The property may be suitable for residential development (subject to consents).

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk.

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail	51.73 sq m (557 sq ft)	VACANT POSSESSION		
First	Studio Flat	25.80 sq m (277 sq ft)	INDIVIDUAL	1 year AST from 01/10/2019	£9,600
Basement	Storage	60.34 sq m (650 sq ft)	INDIVIDUAL	5 years from 01/07/2017 until 30/06/2022	£4,800 (1)
Totals		137.87 sq m (1,484 sq ft)			£14,400

(1) The rent is inclusive of insurance.



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Lot 8

£101,305.91 Per Annum
Exclusive

Co-operative Food, Albert Street, Fraserburgh, Aberdeenshire AB43 9JL

Heritable supermarket investment



Key Details

- Purpose Built Supermarket (Constructed in 2012)
- Located in the busy market town of Fraserburgh
- Let to Cooperative Group Food Limited until 2027 (no breaks)
- Capped and collared rent reviews (1% - 4%)

Location

Miles: 40 miles north of Aberdeen,
17 miles north of Peterhead
Roads: A90
Rail: Aberdeen Railway Station (mainline and Scotrail)
Air: Aberdeen Airport

Situation

Fraserburgh is located 40 miles north of Aberdeen. The town has a population of 13,000 and serves as a major employment and service centre for the North east of Scotland, with the towns economic base dominated by fishing and its associated businesses and industries. The Albert Street area comprises a broad mix of residential and commercial, including a council run community centre and dental surgery.

Description

The property comprises a detached single storey supermarket built in 2012 of steel portal frame construction. Internally the subject property comprises open plan retail sales, together with ancillary storage, an office and staff facilities. The property occupies a rectangular shaped, level site extending to 0.21 hectares (0.51 acres) together with circa 40 car parking spaces and 2 disabled car parking spaces.

Tenure

Heritable.

VAT

VAT is applicable to this lot.

Six week completion is available

Viewings

Please contact Mhairi Archibald (07718 899341)

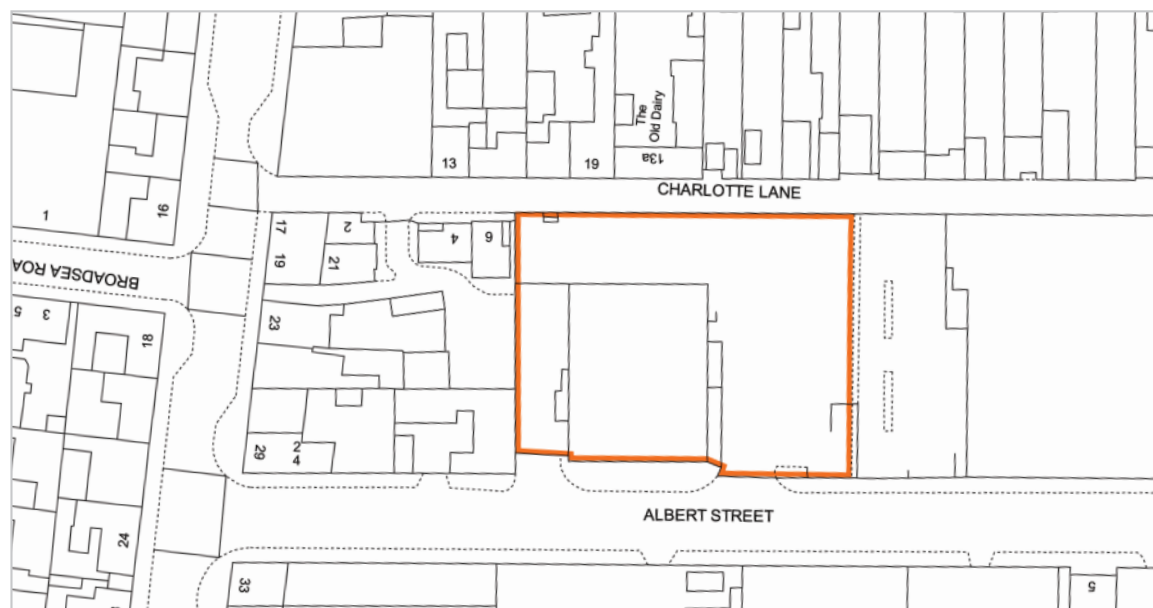
Energy Performance Certificate

Band C. See legal pack at acuitus.co.uk.

Tenancy and accommodation

Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Supermarket	692.00 sq m	(7,449 sqft)	Cooperative Group Food Limited(1)	10 years from 01/10/2017 until 30/09/2027	£101,305.91	30/09/2022(2)
Total	692.00 sq m	(7,449 sqft)			£101,305.91	

- (1) The Cooperative began trading in 1844 and have 4,000 stores throughout the UK, the largest number of outlets for any UK grocer. For the year ended 2nd January 2016, Co-Operative Group Food Limited reported a turnover of £6,475,500,000, a pre tax loss of £429,600,000 and a net worth of £1,385,500,000 (Source: Experian 30/04/2020). Website: www.coop.co.uk
- (2) 5 yearly rent reviews Annual RPI uplifts capped at 4% and collared at 1%



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Lot 9

£19,500 per annum
exclusive

357 Wimborne Road, Winton, Bournemouth, Dorset BH9 2AD

Freehold Retail Investment



Photo Taken February 2020



Key Details

- Let to MIND (The National Association for Mental Health) until 2025 on a reversionary lease (no breaks)
- Prime retail location on Wimborne Road
- Includes a yard at the rear with parking for three cars
- Neighbouring occupiers include Waitrose, WH Smith, Boots, Greggs, Lidl, Halifax and Poundland

Location

Miles: 5 miles east of Poole
33 miles south-west of Southampton
40 miles south-west of Winchester

Roads: A338, A31, M27, M3

Rail: Bournemouth Train Station

Air: Bournemouth Airport, Southampton Airport, Bristol Airport

Situation

The property is prominently located in a prime retail area on the east side of Wimborne Road, approximately 2 miles north of Bournemouth town centre. Neighbouring occupiers include Waitrose, WH Smith, Boots, Greggs, Lidl, Halifax and Poundland.

Description

The property comprises ground floor retail accommodation with a former flat on the first floor currently used as storage. The property benefits from a yard at the rear with parking for three cars.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

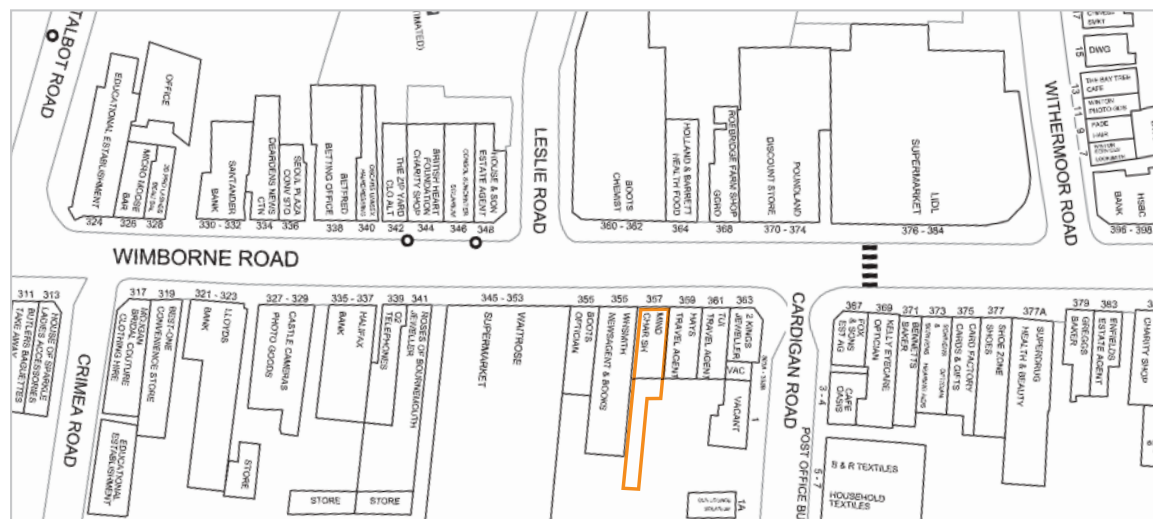
Energy Performance Certificate

Band C. See legal pack at acuitus.co.uk.

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	64.4 sq m (693 sq ft)	MIND (THE NATIONAL ASSOCIATION FOR MENTAL HEALTH)	5 years from 24/06/2020 on a reversionary full repairing and insuring lease	£19,500 (2)	23/06/2025
First	Storage	35.30 sq m (380 sq ft)				
Total		99.70 sq m (1,073 sq ft)			£19,500 (2)	

- (1) For the year ending 31st March 2019, Mind (The National Association for Mental Health) reported a pre-tax profit of £1,315,000 and a total net worth of £19,287,000 (Source: Experian Group 14/02/2020).
- (2) The tenant is currently paying the rent monthly.



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Lot 10

£48,000 per annum

27 Station Road, Clacton-on-Sea, Essex CL15 1TD

Prime Freehold Bank Investment



Key Details

- Let to Barclays Bank Plc
- Lease expires January 2028 (no breaks)
- VAT-Free Bank Investment
- 2023 tenant break option removed
- Approximately 330.70 sq m (3,559 sq ft)
- Nearby retailers include McDonald's, Greggs, Holland & Barrett, Wilko, Superdrug and WHSmith

Location

Miles: 16 miles south-east of Colchester
70 miles north-east of Central London
Roads: A133, A120, A12
Rail: Clacton-on-Sea
Air: London Southend

Situation

Clacton-on-Sea is a popular seaside resort on the Essex coast, 16 miles south-east of Colchester and 70 miles north-east of Central London. The property is situated in a prominent and central location on the western side of Station Road, close to its junction with Rosemary Road and High Street. Nearby retailers include McDonald's, Greggs, Holland & Barrett, Wilko, Superdrug and WH Smith.

Description

The property comprises a ground floor banking hall with office and ancillary accommodation on the first and second floors. The adjoining property occupied by the same tenant is in separate ownership.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Banking Hall	154.40 sq m	(1,662 sq ft)	BARCLAYS BANK PLC (1)	20 years from 14/01/2008 until 13/01/2028 on a full repairing and insuring lease (2)	£48,000	14/01/2023
First	Office/Ancillary	130.95 sq m	(1,409 sq ft)				
Second	Ancillary	45.35 sq m	(488 sq ft)				
Total		330.70 sq m	(3,559 sq ft)			£48,000	

- (1) For the year ending 31st December 2018, Barclays Bank Plc reported pre-tax profits of £1,286,000,000 and a total net worth of £46,382,000,000 (source: Experian Group 14/02/2020).
(2) The lease is full repairing and insuring, subject to a schedule of condition.



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Lot 11

£85,800 Per Annum
Exclusive

250 Baker Street, Enfield,
London, EN1 3LD

Freehold Supported Living Investment



Key Details

- Let to Dedicated Housing Limited until 2045 (no breaks)
- Annual rental increases in line with Consumer Price Index
- Held in a Single Purpose Vehicle (SPV) available under separate negotiation
- Nearby occupiers include Greggs, Domino's Pizza, Co-op Food and Sainsbury's Local.

Location

Miles: 12 miles north of Central London
Roads: A10, A110, M25 (Junction 25)
Rail: Enfield Town Overground (approximately 34 mins to London Liverpool Street)
Air: London City Airport, London Stansted Airport

Situation

The property is situated in a predominantly residential suburb less than 1 mile north of Enfield Town Centre. Nearby occupiers include Greggs, Domino's Pizza, Co-op Food and Sainsbury's Local.

Description

The property is a substantial specialist supported living home arranged over ground, first and second floors, comprising 6 bedrooms, each with an ensuite bathroom. The property benefits from a garden at the front and rear.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

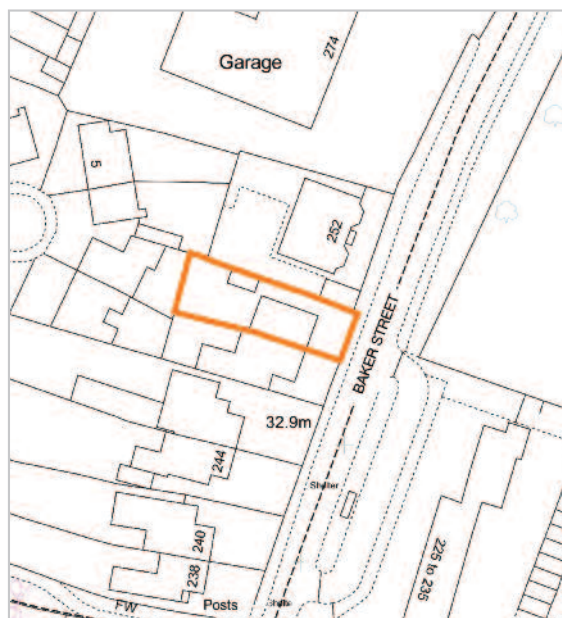
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews/ (Reversion)
Ground, First and Second	6 Bedroom House	93 sq m (1,001 sq ft)	DEDICATED HOUSING LIMITED (1)	25 years from 06/01/2020 on a full repairing and insuring lease	£85,800	Annually Linked to CPI (2) (05/01/2045)
Total		93 sq m (1,001 sq ft)			£85,800	

- (1) Dedicated Housing Limited (CRN 09053192) was incorporated on the 22nd May 2014 and is rated as "Very low risk" on SmartSearch, (Source: SmartSearch 24/04/2020). Dedicated Housing Limited, operating as Dedicated Housing, is a charity registered with the Charity Commission of England and Wales under number 1160249
- (2) The lease provides for annual Consumer Price Index (CPI) linked rent reviews.



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Lot 12

£33,050 per annum

Britannia House, Falcon Court, Preston Farm Business Park, Stockton-on-Tees TS18 3TX

Multi-Let Office Investment



Photo Taken February 2020

Key Details

- Multi-let office investment located within established estate
- Tenants include BioConstruct and Integrated Electronic Security
- Strong road connections via the A66, A19 and A1(M)
- Asset management potential

On behalf of Administrators at **moorfields**

Location

Miles: 13 miles north-west of Darlington
24 miles south-east of Durham
35 miles south of Newcastle upon Tyne
Roads: A66, A19 and A1(M)
Rail: Stockton Rail
Air: Durham Tees Valley International Airport

Situation

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

Description

The property comprises a purpose built, detached office building currently arranged to provide 4 office suites. The office accommodation benefits from category II lighting and 2.8m floor to ceiling height. The property benefits from the use of shared car parking with other buildings on the estate.

Tenure

Virtual Freehold. Held for a term of 999 years from completion at a peppercorn rent.

VAT

VAT is applicable to this lot.

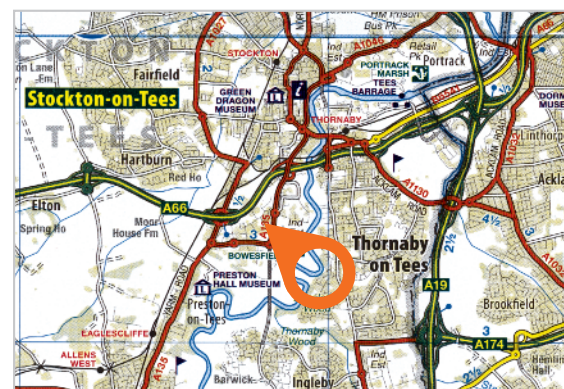
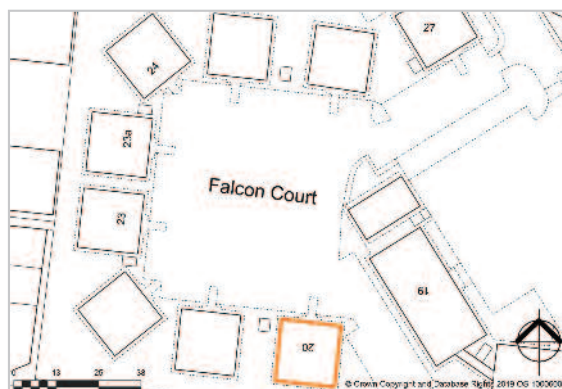
Energy Performance Certificate

Available at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Office	133.13 sq m (1,433 sq ft)	BIOCONSTRUCT NEWENERGY LIMITED (1)	3 years from 01/09/2018	£12,000 (2)	31/08/2021
Ground	Office	101.91 sq m (1,097 sq ft)	INTEGRATED ELECTRONIC SECURITY LIMITED (3)	5 years from 01/09/2008	£13,250	Holding Over
First	Office	133.13 sq m (1,433 sq ft)	VACANT POSSESSION			
First	Office	101.91 sq m (1,097 sq ft)	AZTEC CLOTHING LIMITED	3 years from 01/03/2020 (4)	£7,800	28/02/2023
Total		470.08 sq m (5,060 sq ft)			£33,050	

- (1) BioConstruct was formed in Germany in 2000 to become a leader in the construction and operation of anaerobic digestion (AD or biogas) plants (Source: www.b-ne.uk 26/02/2020).
- (2) The rent payable by BioConstruct NewEnergy Limited is inclusive of service charge and insurance rent.
- (3) IES Security have over 50 years' combined experience in providing high security solutions to many different business sectors (Source: www.iessecurity.co.uk/ 26/02/2020).
- (4) The lease provides a tenant option to determine on 01/03/2022, subject to 3 months' notice. After 01/03/2022, the tenant has a rolling option to determine subject to 1 month's notice.



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Lot 13

£21,000 Per Annum
Exclusive

18 London Street, Southport, Merseyside, PR9 0UE

Freehold Retail Investment



Key Details

- Let to Sipton Building Society
- Town Centre Location
- Approximately 200 metres from Southport Railway station
- Neighbouring occupiers include Lloyds Bank, Nationwide, Halifax and Yorkshire Building Society

Location

Miles: 16 miles north of Liverpool
19 miles south-west of Preston
Roads: A565, A570, M6, M58
Rail: Southport Railway Station
Air: Manchester Airport, Liverpool John Lennon Airport

Situation

The property is situated on the south side of the busy London Street equidistant between Lord street and Chapel Street, approximately 200 metres from Southport Railway Station. Neighbouring occupiers include Lloyds Bank, Nationwide, Halifax and Yorkshire Building Society.

Description

The property comprises retail accommodation on the ground floor with ancillary accommodation of the first and second floors. The property benefits from rear access via Glebe Place.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

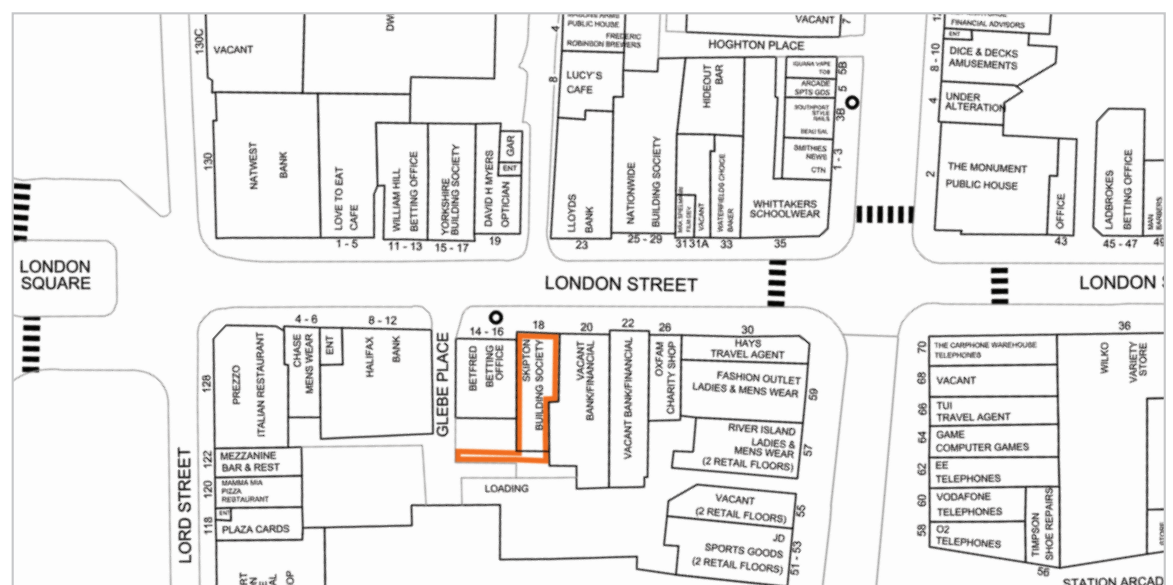
Energy Performance Certificate

Available from the legal pack at acutus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	192.50 sq m (2,072 sq ft)	SKIPTON BUILDING SOCIETY (1)	5 years from 20/10/2017 on a full repairing and insuring lease	£21,000	19/10/2023
First	Ancillary	81.40 sq m (876 sq ft)				
Second	Ancillary	98.40 sq m (1,060 sq ft)				
Total		372.30 sq m (4,008 sq ft)			£21,000	

(1) The Sipton Building Society is a mutual society that dates back to 1853. It is the UK's 4th largest Building Society with over 1.04 million members. For the year ending 31st December 2017, Sipton Building Society reported a total income of £256,700,000, pre-tax profits of £111,400,000 and total assets less liabilities of £1,468,400,000 (Source: Sipton Building Society annual Report and Accounts 2019. www.skipton.co.uk).



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Lot 14

£31,739.70 Per Annum
Exclusive

Telegraph House, Moor Lane, Crosby, Liverpool, Merseyside L23 2SF

Freehold Retail/Office Investment & Vacant Site Development Opportunity



Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
1	Ground First	Retail	331.70 sq m 268.6 sq m	(3,570 sq ft) 2,891 sq ft)	Vacant			
1A	Ground First	Retail Ancillary	157.70 sq m 217.80 sqm	(1,697 sq ft) (2,341 sq ft)	Global Educational Trust	Licence expiring 15/01/2022 (1)	Peppercorn	15/01/2022 (1)
2	Ground	Retail	114.9 sq m	(1,237 sq ft)	Done Brothers (Cash Betting) Limited	15 years from 26/04/2006 expiring 25/04/2021	£21,000	25/04/2021
3	Ground	Retail	110.2 sq m	(1,186 sq ft)	RWS Printing And Embroidery Limited	1 year from 21/05/2019 expiring 20/05/2021 (2)	Peppercorn	20/05/2021 (2)
4	Ground	Retail	79.4 sq m	(855 sq ft)	SB Media Limited (Scouse Bird Shop)	2 years from 09/01/2019 expiring 08/01/2021 (3)	Peppercorn	08/01/2021 (3)
5	Ground	Retail	72.2 sq m	(777 sq ft)	Root22 Limited	2 years from 14/03/2019 expiring 13/03/2021 (4)	Peppercorn	13/03/2021 (4)
6	Ground	Retail	49.30 sq m	(531 sq ft)	SB Experience Limited (Scouse Bird Hair)	2 years from 9/01/2019 expiring 08/01/2021 (5)	Peppercorn	08/01/2021 (5)
7	Ground First	Entrance Office	10.3 sq m 52.2 sq m	(110 sq ft) (561 sq ft)	Individual (Accountants)	Tenancy at Will from 11/05/2018 (6)	£2,339.65	
11 (8D)	First	Office	99.80 sq m	(1,074 sq ft)	Blundellsands Bridge Club Limited	Tenancy at Will from 14/06/2018 (7)	£7,800.05	
8 B & C	First	Office	148.10 sq m	(1,594 sq ft)	Vacant			
Second Floor	Second Floor	Office	28.1 sq m	(302 sq ft)	Vacant			
Land	Ground	Vacant Site			Vacant			
Total			1,740.4 sq m (18,734 sq ft) & a Vacant Site				£31,139.70	

- (1) Landlords option to determine at any time on 14 days prior written notice to the Tenant.
 (2) Mutual option to determine at any time after 21.08.2019 on not less than one months prior written notice.
 (3) Mutual option to determine any time after 09.04.2019 on not less than ninety days prior written notice.
 (4) Mutual option to determine at any time after 14.06.2019 on not less than one months prior written notice.
 (5) Mutual option to determine at any time after 09.04.2019 on not less than ninety calendar days prior written notice.
 (6) Mutual option to determine immediately at any time on providing written notice.
 (7) Mutual option to determine immediately at any time on providing written notice.

Lot 14

£31,739.70 Per Annum
Exclusive

Key Details

- Prominent Town Centre Location
- 8 Shops, Offices & a Vacant Site
- 18,734 sq ft of Retail & Office Accommodation
- Asset Management Opportunity
- Adjacent to a Public Car
- Site Area of approx. 0.7 acres

On the Instructions of a Major Property Company

Location

Miles: 6 miles north of Liverpool
11 miles south of Southport
35 miles west of Manchester

Roads: M62, M58, M57, A565

Rail: Blundellsands & Crosby Railway Station

Air: Liverpool John Lennon Airport

Situation

The coastal town of Crosby with a population of 52,000 is located 6 miles north of Liverpool, 11 miles south of Southport and 36 miles west of Manchester. The property is situated in a prominent position at the corner of the pedestrianised Moor Lane and Richmond Road. Adjacent is a public car park and Sainsburys supermarket. Nearby occupiers including Home Bargains (opposite) Peacocks, Greggs, Superdrug, Costa, Ladbrosks and Boots.

Description

The property comprises 8 shops, part with first floor accommodation. The remaining first floor and the second floor is separately accessed via Richmond Road. The property includes an area of vacant land fronting Richmond Road.

Tenure

Freehold.

Planning

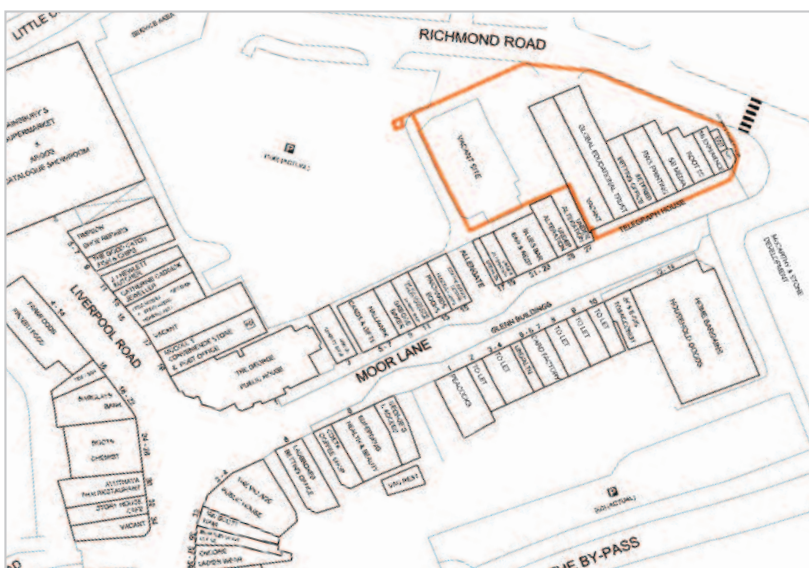
The property may benefit from conversion to a supermarket and or residential use, subject to the current tenancies and the necessary consents/permissions. Interested parties are referred to Sefton Council. www.sefton.gov.uk

VAT

VAT is applicable to this lot.

Energy Performance Certificate

Please see legal pack at www.acutius.co.uk



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Lot 15

£80,900 per annum
exclusive

313 Station Road,
Harrow, London HA1 2TA

Freehold Retail and Residential Investment



Photos Taken March 2020

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground Basement	Retail Ancillary	71.34 sq m 44.05 sq m	(768 sq ft) (474 sq ft)	CURRENCY EXCHANGE CORPORATION LIMITED (1)	15 years from 06/10/2014	£35,000	05/10/2019 05/10/2024 (05/10/2029)
Ground	Retail	22.80 sq m	(245 sq ft)	SANDYMERE LIMITED (2)	10 years from 28/10/2016 (3)	£18,000	28/10/2021 (27/10/2026)
First	Flat 313A 2 Room Flat	Not measured		INDIVIDUAL	Assured Shorthold Tenancy for a term of 1 year from 22/03/2020	£11,700	
Second and third	Flat 313B 5 Room Maisonette	Not measured		INDIVIDUAL	Assured Shorthold Tenancy for a term of 1 year from 08/02/2020	£16,200	
Total Commercial Area		138.20 sq m	(1,487 sq ft)			£80,900	

- (1) For the year ending 30th December 2018, Currency Exchange Corporation Limited reported a turnover of £8,217,363, pre-tax profits of £2,418,618 and a total net worth of £7,019,222 (Source: Experian Group 28/02/2020).
- (2) Sandymere Limited are a subsidiary of Timpson Group Plc. Timpson was established in 1865 and is the UK's leading retail service provider employing over 5,600 colleagues, with 2,000 owned stores and 119 "Snappy Snaps" franchises throughout the UK and Ireland (Timpson.co.uk 22/04/2020).
- (3) The lease provides for a tenant option to determine on 28/09/2021. Timpson has occupied the property since at least June 1970 (50 years).



Lot 15

£80,900 per annum
exclusive

Key Details

- In the same ownership for almost 20 years
- Tenants include Currency Exchange Corporation Limited and Sandymere Limited
- Timpson in occupation for 50 years
- Affluent Town centre location
- Includes two self-contained residential flats
- Neighbouring occupiers include NatWest, Caffè Nero, HSBC, Boots, Tesco Express, O2 and Moss Bros

Location

Miles: 16 miles north-west of Central London
8 miles south-east of Watford
3 miles north of Wembley

Roads: A40 (Western Avenue), M1, M25, M40

Rail: Harrow-on-the-Hill Mainline Railway Station and Underground (Metropolitan Line)

Air: London Heathrow Airport
London Luton Airport

Situation

Harrow is an affluent and popular North West London suburb. The property is situated in a prominent location on the west side of Station Road, Harrow's prime retailing thoroughfare, close to St Anns Shopping Centre. Neighbouring occupiers include NatWest, Caffè Nero, HSBC, Boots, Tesco Express, O2 and Moss Bros.

Description

The property comprises 2 retail units with retail accommodation on the ground floor and ancillary accommodation in the basement. There is a two room self-contained residential flat on the first floor and a five room self-contained maisonette on the second and third floors. The flats are accessed separately from the rear of the property via Greenhill Way.

Tenure

Freehold.

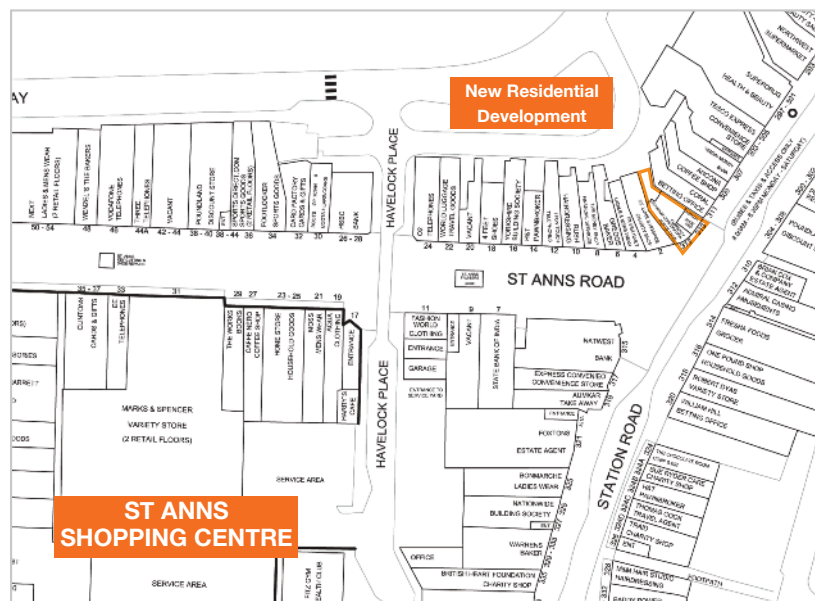
VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk



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Lot 16

£19,760 Per Annum
Exclusive

4 London House, Hatherleigh, Okehampton, Devon EX20 3JH

Freehold Assisted Living Investment



Key Details

- Let to Dedicated Housing Limited until 2045 (no breaks)
- Annual rental increases in line with Consumer Price Index
- Nearby occupiers include Co-op Food and Texaco.

Location

Miles: 27 miles west of Exeter
35 miles north of Plymouth
Roads: A386, A30
Air: Exeter Airport

Situation

The property is situated in a predominantly residential suburb approximately 6 miles north of Okehampton. Nearby occupiers include Co-op Food and Texaco.

Description

The property is a substantial specialist supported living home arranged over ground, first and second floors, comprising 2 bedrooms.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

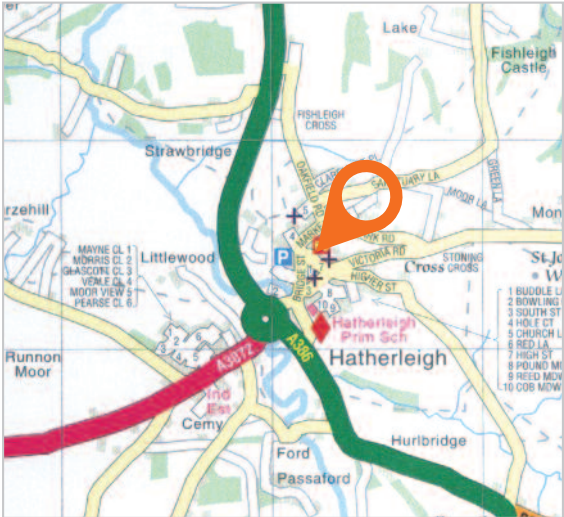
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews/(Re version)
Ground, First and Second	2 Bedroom House	87.00 sq m (936 sq ft)	DEDICATED HOUSING LIMITED (1)	25 years from 06/01/2020 on a full repairing and insuring lease	£19,760	Annually Linked to CPI (2) (05/01/2045)
Total		87.00 sq m (936 sq ft)			£19,760	

- (1) Dedicated Housing Limited (CRN 09053192) was incorporated on the 22nd May 2014 and is rated as "Very low risk" on SmartSearch, (Source: SmartSearch 24/04/2020). Dedicated Housing Limited, operating as Dedicated Housing, is a charity registered with the Charity Commission of England and Wales under number 1160249.
- (2) The lease provides for annual Consumer Price Index (CPI) linked rent reviews.



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Lot 17

£194,044 Per Annum
Exclusive (3)

Travelodge Hotel, Beswick Drive, **Crewe, Cheshire CW1 5NP** Virtual Freehold Hotel Investment



Tenancy and accommodation

Floor	Use	Area/sq m (sq ft)	Tenant	Term	Rent p.a.x.	Reviews
Ground	Hotel	627.79 sq m (6,757 sq ft)	Travelodge	25 years from 21st	£194,044 (3)	21st October
First	Hotel	627.79 sq m (6,757 sq ft)	Hotels Limited (1)	October 2005 until		2020 and 5
Second	Hotel	627.79 sq m (6,757 sq ft)	(CRN 00769170)	2030 on a full repairing and insuring lease. The tenant has an option to renew the lease for a further 25 years.		yearly(2)
Total Approximate floor area		1883.37 sq m (20,271 sq ft)			£194,044 (3)	

- (1) For the year ending 31st December 2018, Travelodge Hotels Limited (CRN 00769170) reported a turnover of £680,200,000, pre-tax profits of £49,200,000 and a total net worth of £361,800,000 (Source: Experian Group 11/06/2019). Travelodge is the UK's largest independent hotel brand, with more than 560 hotels and 40,000 guest bedrooms. More than 170 of their hotels have an on-site bar/café/restaurant, and almost all are located close to other restaurants and coffee shops, making Travelodge the ideal base for travel (Source: www.travelodge.co.uk 11/06/2019).
- (2) The lease provides for a fixed minimum increase in rent in line with the Harmonised Index of Consumer Prices published by the Office for National Statistics. (The Consumer Price Index of the UK is one of the very few cases where the CPI and the HICP are the same index. see <https://www.ons.gov.uk/economy/inflationandpriceindices/articles/coveragedifferencesbetweentheharmonisedindexofconsumerpricesandnationalconsumerpricesindices/2016-05-23>)
- (3) The current rent reserved under the terms of the lease is £179,206 per annum exclusive. The Seller will pay the Buyer the difference between £194,044 per annum exclusive and the current rent reserved of £179,206 per annum exclusive from completion of the sale until 21st October 2020. Therefore the property will produce £194,044 per annum exclusive from completion of the sale. The £194,044 has been calculated by increasing the current rent reserved by the same percentage difference between the CPI index for September 2015 and October 2015.
- (4) The property includes a car park for approximately 40 cars and the right to use a further 52 car spaces on the wider estate.

Lot 17

£194,044 Per Annum
Exclusive (3)

Key Details

- Let to Travelodge Hotels Limited until 2030 with a Tenant Option to Renew the Lease until 2055
- Includes a 56 bedroom hotel with Car Parking for approximately 92 cars (4)
- CPI linked rent review in October 2020 (2)
- Neighbouring occupiers include Bannatyne Health Club and Spa, Co-op Food, Subway, Jaguar and Apollo Buckingham Health Science University

On behalf of Pension Trustees

Location

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

Roads: M6, A534, A5020, A500

Rail: Crewe Railway Station

Air: Manchester Airport, Liverpool John Lennon Airport

Situation

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

Description

The property comprises a modern three storey 56 bedroom hotel with car parking for approximately 40 cars and the right to use a further 52 car spaces on the wider estate.

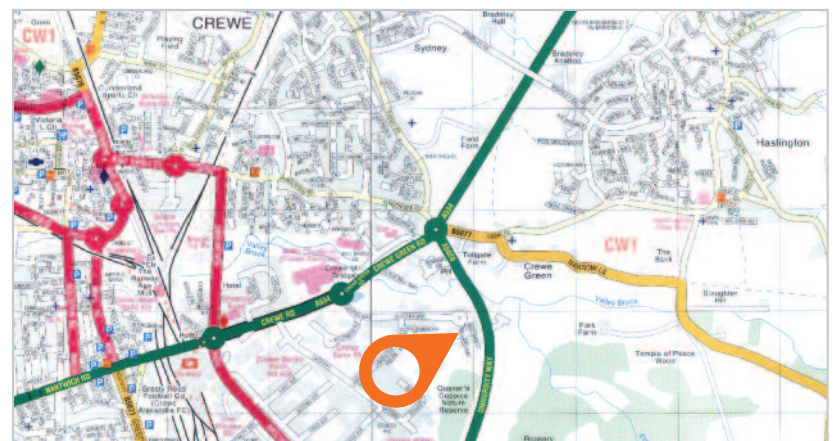
Tenure

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

Six Week Completion

Energy Performance Certificate

Band B. See legal pack at acuitus.co.uk



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Lot 18

£28,706 per annum
exclusive rising to
£31,694 in 2024 and
£34,993 in 2029

247-249 Spen Lane, Gomersal, Cleckheaton, West Yorkshire BD19 4LT

Freehold Retail and Residential Investment



Key Details

- Entirely let to Martin McColl Limited until 2034 (no breaks)
- 5 year fixed rental increases, the next in 2024
- No Arrears
- Includes a self-contained 4 bedroom flat

Location

Miles: 10 miles south-west of Leeds
6 miles south of Bradford
5 miles north-west of Dewsbury
Roads: A643, M62 (Junctions 25 and 26)
Air: Leeds Bradford Airport

Situation

The property is situated in a predominantly residential location some 1 mile east of Cleckheaton on the north side of Spen Lane (A643), and forms part of a local neighbourhood parade of shops.

Description

The property comprises a ground floor convenience store with a post office together with a first floor self-contained 4 bedroom flat accessed from the side, which has been sublet.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Ten Week Completion Available

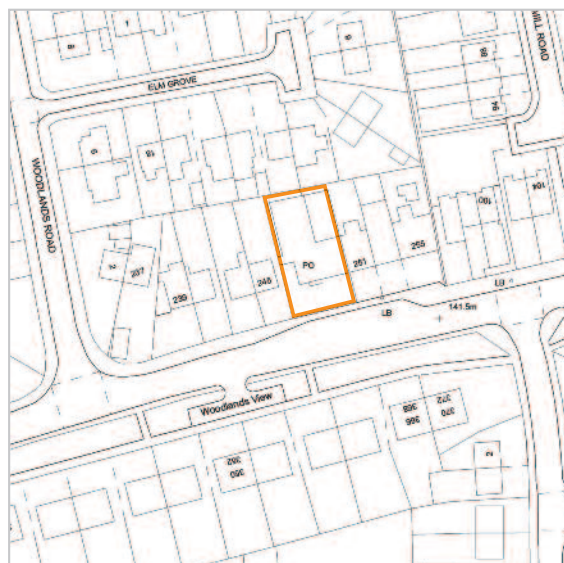
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews/ (Reversion)
Ground First	Retail Residential	174.5 sq m (1,878 sq ft) 4 bedroom Flat	MARTIN McCOLL LIMITED (1)	20 years from 10/02/2014 on a full repairing and insuring lease	£28,706	10/02/2024 and 10/02/2029 (2) (09/02/2034)
Total Commercial Floor Area		174.5 sq m (1,878 sq ft)			£28,706	

- (1) For the year ending 25th November 2018, Martin McColl Limited reported a turnover of £835,333,000, pre-tax profits of £34,718,000 and a total net worth of £71,797,000 (Source: Experian Group 8/01/2020). McColl's operates around 1,550 convenience stores and newsagents across England.
- (2) The lease provides for fixed rent increases every fifth year of the term. In 2024, the rent will increase to £31,694 p.a.x. and in 2029 will increase to £34,993 p.a.x.



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Seller's Solicitors: Guest Walker & Co
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Lot 19

£74,000 per annum
exclusive

Pizza Hut, The Hough Leisure Park, Stafford, Staffordshire ST17 4ER

Modern Restaurant Investment



Photo Taken February 2020



Photo Taken February 2020

Tenancy and accommodation

Lot 19

£74,000 per annum
exclusive

Key Details

- Let to Pizza Hut (UK) Limited until 2034 (subject to option)
- Rent increased at 2019 open market rent review
- Forms part of Hough Retail Park just off the A34
- Nearby occupiers include Starbucks, KFC, B&Q, Home Bargains and Travelodge

On behalf of a Major Investment Manager

Location

Miles: 0.8 miles south-east of Stafford town centre and rail station
26 miles north-west of Birmingham
Roads: A34, M6 (Junction 13)
Rail: Stafford Rail
Air: Birmingham International Airport

Situation

Stafford is a popular town and Staffordshire's principal administrative centre. The Hough Retail Park occupies a prominent position to the south-east of the town centre located off Lichfield Road (A34), which is a primary arterial route into the town from the south-easterly direction. The Hough Retail Park is well established, housing occupiers including Starbucks, B&Q and Home Bargains. The property shares the immediate estate with a KFC and a 62-bed Travelodge.

Description

The property comprises a modern purpose built, single storey restaurant. The property benefits from use of the 74-space shared estate customer car park.

Tenure

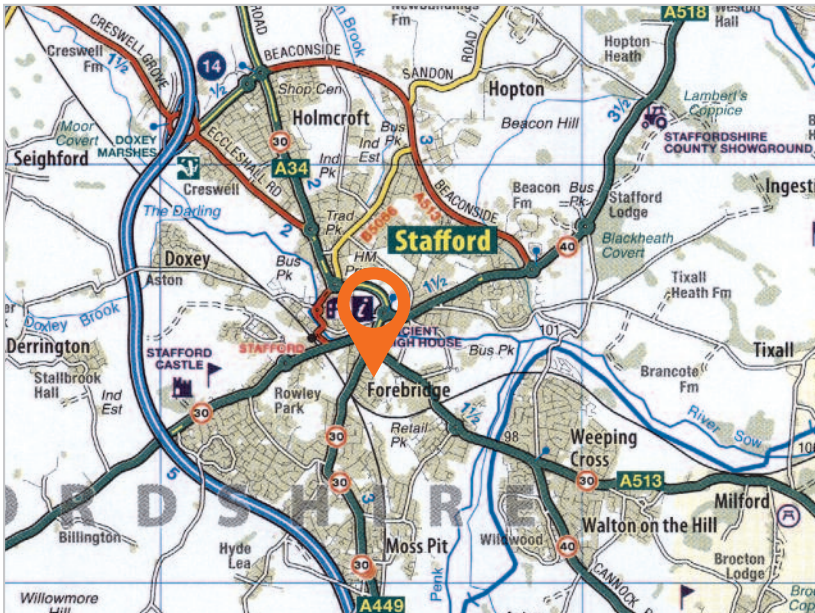
Virtual Freehold. 999 years at a peppercorn rent from the completion of the sale.

VAT

VAT is applicable to this lot.

Energy Performance Certificate

Band C. Available at acuitus.co.uk



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Seller's Solicitors: Forsters LLP
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**£24,000 Per Annum
Exclusive with a
maisonette to be let**

Freehold Funeral Directors and Residential Investment



- Shop let To Funeral Partners Limited on a new 15 year lease until 2035
- No Breaks
- Includes a 4 room Maisonette offered with Vacant possession
- VAT free investment
- Popular and Busy North west London location

Miles: 8 Miles North West of Londons West End
1.5 mile West of Edgware
1.5 miles east of Harrow Town Centre
3 miles north of Wembley

Roads: A4140, A406 North Circular Road, M1, M25

Rail: Queens Underground Station (Jubilee Line)

Air: London Heathrow, London Luton, London Stansted

The property is prominently situated on the north side of Streatfield road in a busy commercial neighbourhood with major occupiers including Londis, William Hill, Betfred, Haart Estate Agents and an eclectic mix of local commercial occupiers.

The property comprises an attractive mid terrace mixed use building comprising Retail accommodation on the ground floor and a self-contained 4 room maisonette on the first and second floors. The property benefits from a rear yard with car parking. The maisonette has a separate entrance from the rear and he retail unit also benefits from rear access. The maisonette may be suitable to be converted to two flats, subject to consents.

Freehold.

VAT is not applicable to this lot.

Six Week Completion

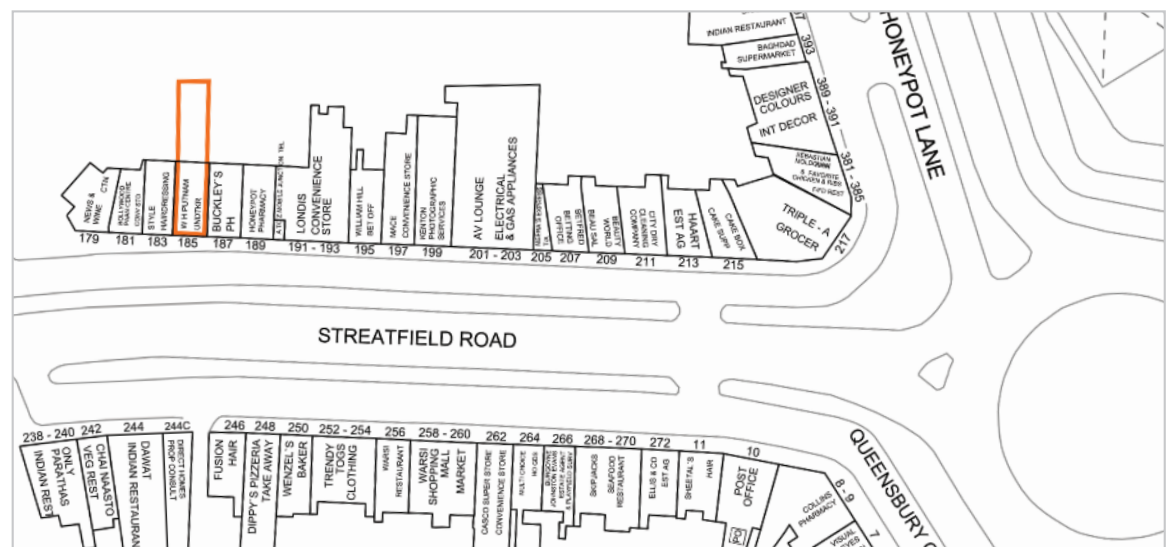
Energy Performance Certificate

available from the legal pack at acuitus.co.uk

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground	Retail	70.50 sq m	(759 sq ft)	FUNERAL PARTNERS LIMITED (1)	15 years from completion	£24,000	2025 and 5 yearly
First and Second	Residential	4 room maisonette		VACANT POSSESSION			
Total Approximate Commercial Floor Area		70.50 sq m	(759 sq ft)			£24,000	

(1) For the year ending 30th September 2018, Funeral Partners Limited reported a Turnover of £40,250,000, pre tax profits of £4,196,000 and a Shareholder funds of £29,396,000 (Source:Experian Smartsearch 28/04/2020).

(2) The lease provides for a fixed increase in the rent to £26,000 p.a.x. on the 5th anniversary of the term.



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 JG@axiomstone.co.uk

Lot 21

£29,500 Per Annum
Exclusive

Units 3 & 4 Connaught Buildings, Chapel Road, Worthing, BN11 1BA

Freehold Retail Investment



Key Details

- Let to Scope Until 2025
- Tenant has been in occupation since March 2005
- 2020 rent review remains outstanding
- Prominent Location in Town Centre
- Neighbouring occupiers include Santander, KFC Tesco Express and Lidl

On Behalf of Trustees

Location

Miles: 11 miles west of Brighton
26 miles south of Crawley
54 miles south of London

Roads: A24, A27

Rail: Worthing Railway Station (direct to London Victoria)

Air: London Gatwick Airport

Situation

Worthing is a substantial south coast town located 11 miles west of Brighton. The property is situated on the east side of Chapel Road, a busy retail and leisure location with an NCP car park to the rear and is in close proximity to the Guildbourne Shopping Centre. Neighbouring occupiers include Santander, KFC Tesco Express and Lidl.

Description

The property comprises a double fronted retail unit with ground floor retail accommodation and ancillary accommodation in the basement.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acutis.co.uk

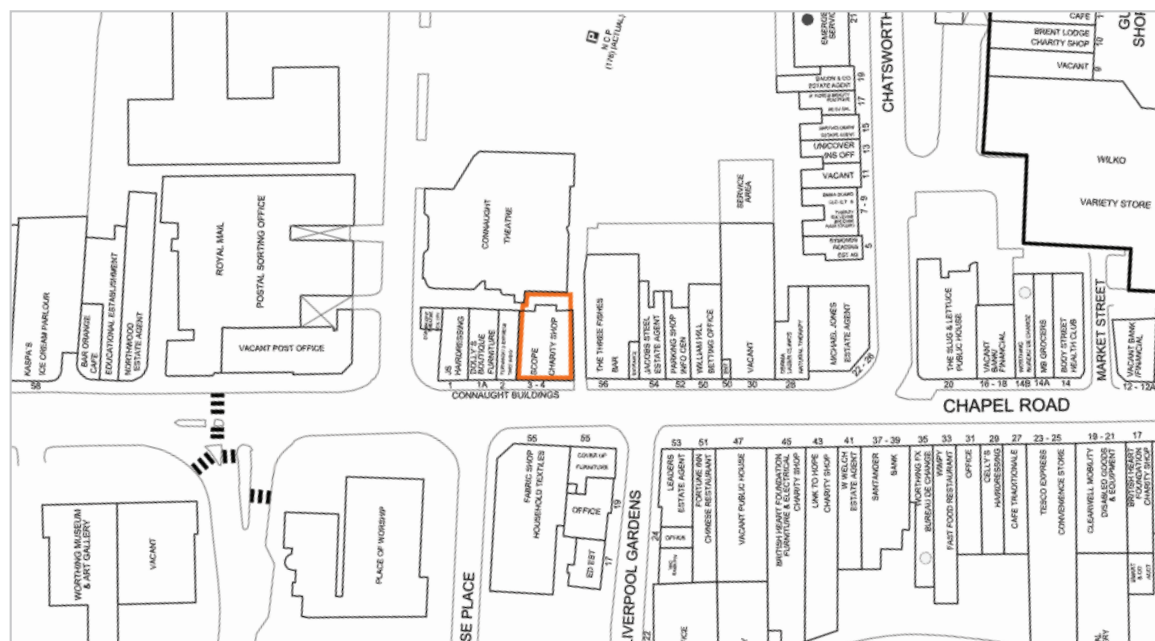
Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground	Retail	148.20 sq m (1,595 sq ft)	SCOPE (3)	10 years from 10/03/2015	£29,500	10/03/2020 (1)
Basement	Ancillary	32.40 sq m (348 sq ft)				(09/03/2025) (2)
Total		180.60 sq m (1,943 sq ft)			£29,500	

(1) Outstanding Rent Review

(2) Tenant did not exercise their break clause which was due in March 2020.

(3) Scope was founded in 1952 and is a registered charity under number 208231, and a registered company under number 00520866 (England and Wales). For the year ending 31st March 2019, Scope reported a pre-tax profit of £2,174,000 and total assets of £55,031,000 (Source: SmartSearch 30/04/2020).



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Lot 22

Vacant

Pavillion 4, Aspect 32, Arnhall Business Park,
Westhill, Aberdeen, Aberdeenshire AB32 6FE

Heritable Office Building



Key Details

- Open plan pavilion office building
- Located on a well established office and industrial park
- In Westhill an affluent suburb of Aberdeen
- Onsite carparking for 32 vehicles

Location

Miles: 7.5 miles west of Aberdeen city centre
Roads: A944 Aberdeen Western Peripheral Route
Rail: Aberdeen Railway Station
Air: Aberdeen Airport (6 miles north)

Situation

The property is prominently situated within Arnhall Business Park in Westhill, a popular satellite town to the west of Aberdeen city centre. The location also benefits from easy access to the Aberdeen Western Peripheral Route (AWPR) via the Kingswells Junction, improving connectivity to the north and south of the city. Occupiers in the vicinity include Total, Subsea 7, TechnipFMC, Rever Offshore, Proserv, TeeKay Petrojarl, StormGeo, Marsh and CALA. A wide range of amenities can be found nearby which include Tesco, Costco, Aldi, Holiday Inn, Premier Inn, Hampton by Hilton and the Westhill Shopping centre anchored by Marks and Spencer foodstore and Costa coffee.

Description

The property comprises a modern, two storey office building which was constructed in 2008. The building is of steel frame construction. Internally, the office accommodation is predominately open plan on the ground floor and fitted out with cellular accommodation at first floor. The property benefits from an eight person passenger lift and on site car parking for 32 cars.

Tenure

Heritable.

VAT

VAT is not applicable to this lot.

Six week completion is available

Viewings

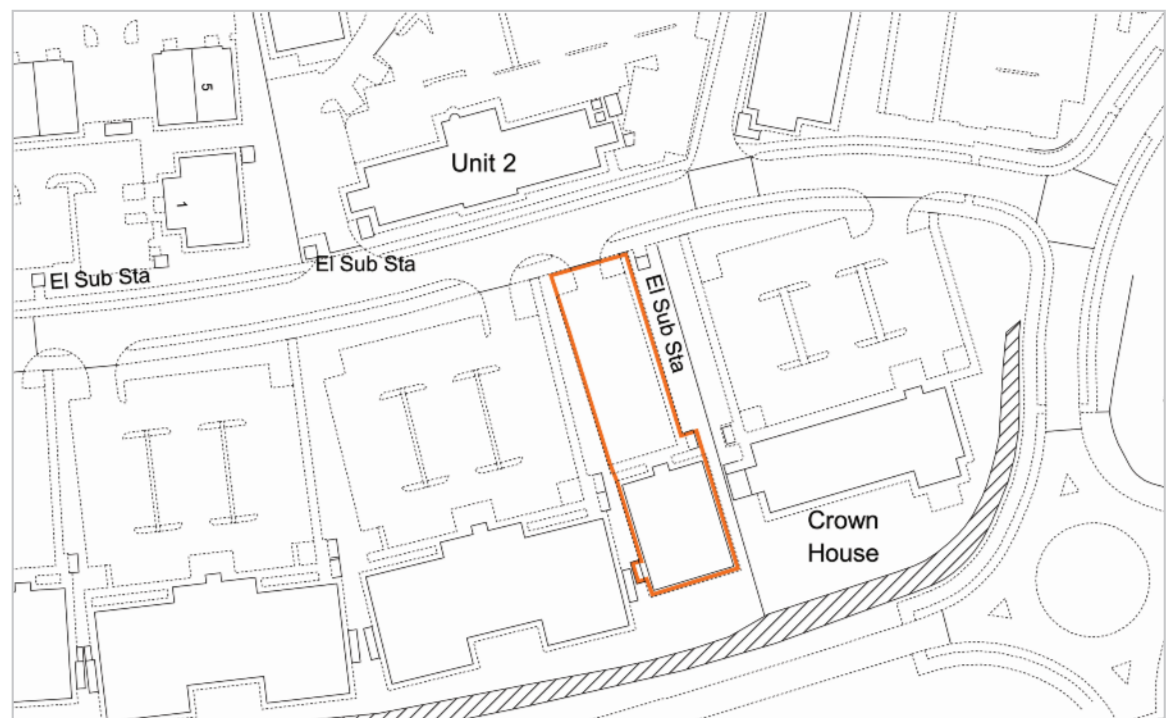
Please contact Mhairi Archibald (07718 899341)

Energy Performance Certificate

See legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession
Ground	Office	369.96 sq m	(3,982 sq ft)	Vacant Possession
First	Office	367.04 sq m	(3,951 sq ft)	
TOTAL		737.00 sq m	(7,933 sq ft)	



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Lot 23

£115,000 Per Annum (3)

52-54 Busby Road,
Clarkston, Glasgow G76 7AT

Substantial Heritable Well Secured Convenience Store/Retail Investment



Tenancy and accommodation

Floor	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground First	481.89 sq m	(5,187 sq ft)	TESCO STORES LIMITED (1)	30 years from 07/12/2006 until 06/12/2036 (2)	£85,000 rising to a minimum of £93,847 in December 2026 and to a minimum of £103,615 in December 2031 (3)	06/12/2026 06/12/2031 (4)
Ground	102.18 sq m	(1,100 sq ft)	CHEST HEART AND STROKE SCOTLAND LIMITED (5)	10 years from 11/03/2015 until 10/03/2025 (6)	£30,000	
Total	783.73 sq m	(8,436 sq ft)			£115,000	

- (1) For the year ending 23rd February 2019, Tesco Stores Limited reported a total turnover of £42,219,000,000, pre-tax profits of £737,000,000 and shareholders funds of £5,623,000,000 (source: SmartSearch 23/04/2020).
- (2) The original term was 15 years from 7th December 2006, however the lease was extended on 28th August 2019 by a further 15 years to expire 6th December 2036, subject to a tenant break option in December 2031.
- (3) The current rent, under the terms of the lease to Tesco Stores Limited is £79,000 pa, rising to £85,000 pa in December 2021. The Vendor has agreed to adjust the completion monies so that the property effectively produces £85,000 pa from completion of the sale until the next review in December 2026.
- (4) Rent Reviews are based on compounded RPI increases collared and capped at 2% pa and 4% pa.
- (5) Chest Heart and Stroke Scotland are Scotland's health charity supporting people and their families across Scotland with chest, heart and stroke conditions (www.chss.org.uk) For the year ending 31st March 2019, Chest Heart and Stroke Scotland Limited reported pre-tax profits of £126,995 and shareholder funds of £7,906,997 (source: SmartSearch 24/04/2020).
- (6) The lease is subject to a tenant only break option on 10th March 2021. CHSS have recently acquired additional sites in nearby popular Giffnock this year to compliment the boutique store in Clarkston.

Lot 23

£115,000 Per Annum (3)

Key Details

- Let to Tesco Stores Ltd and Chest Heart and Stroke Scotland Limited (a Charity)
- Majority let to Tesco on recently extended lease until December 2036 (subject to option)
- RPI Rent Reviews in Tesco lease rising to a minimum of £93,847 p.a. in December 2026 and to a minimum of £103,615 p.a. December 2031
- Tesco in occupation since 2006 with store part refurbished in 2018
- Approximately 783.73 sq m (8,436 sq ft)
- VAT-Free investment
- Popular and affluent Glasgow commuter town
- Opposite Clarkston Station, with nearby occupiers including Greggs, Subway, Costa Coffee, Boots the Chemist and a variety of independent retailers

Location

Miles: 6 miles south of Central Glasgow
Roads: A77, M77
Rail: Clarkston
Air: Glasgow Airport

Situation

Clarkston is a popular commuter suburb within the Glasgow conurbation, south of the City Centre. Busby Road is located close to the A77 which provides direct access to Glasgow City Centre to the north. The property is situated on the west side of Busby Road, Clarkston's main retailing thoroughfare, directly opposite Clarkston Train Station. Nearby occupiers include Greggs, Costa Coffee, Boots the Chemist, Pizza Hut and a variety of independent retailers.

Description

The property comprises a large, two storey building, arranged as a convenience store on the ground and first floors, and a charity shop on the ground floor only. The property benefits from a loading area to the rear, accessed via Rowallan Lane.

Tenure

Heritable. (Scottish Equivalent of English Freehold)

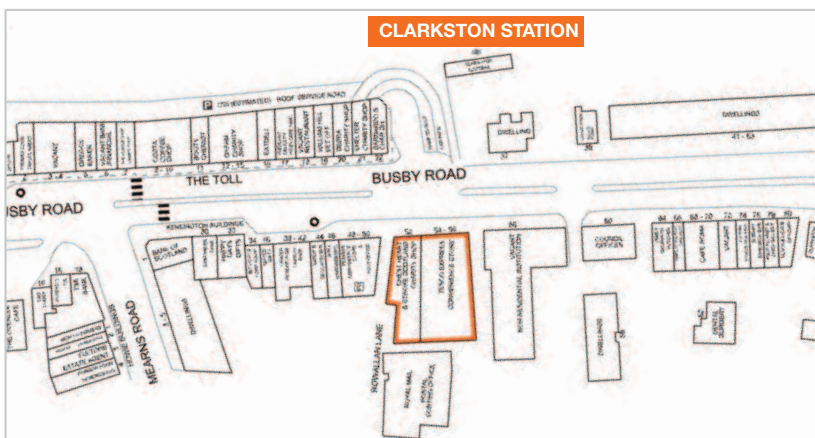
VAT

VAT is not applicable to this lot.

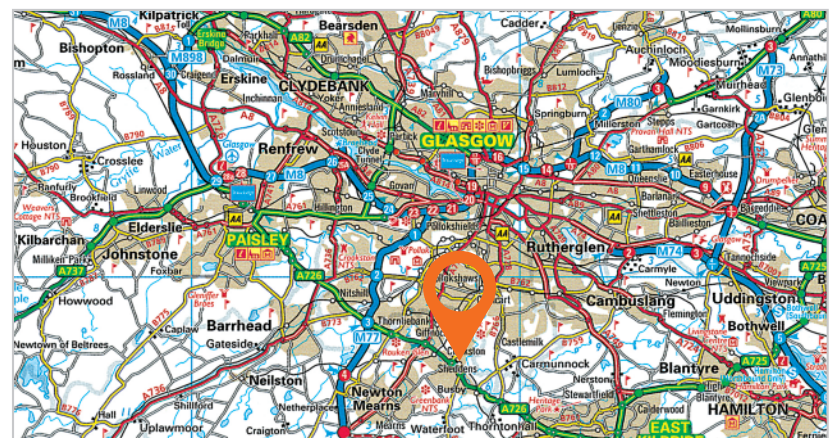
Six Week Completion

Energy Performance Certificate

Available from the legal pack at www.acuitus.co.uk.



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Lot 24

£40,000 per annum
exclusive

1, 3, 5 South Street,
Dorking, Surrey RH4 2DY

Prominent Retail Investment



Photo Taken March 2020

Key Details

- Let to Waterstones Booksellers Limited
- Prominent location in affluent commuter town
- VAT-free investment
- Neighbouring occupiers include Costa, Sainsbury's, Boots, Côte, Vodafone, Waitrose and HSBC

Location

Miles: 25 miles south of Central London
7 miles west of Reigate
13 miles east of Guildford

Roads: A24, A25, M25

Rail: Dorking Rail Station
(direct line to London Victoria 55 minutes)

Air: London Gatwick Airport, London Heathrow

Situation

Dorking is a highly affluent market town within the London commuter belt. The property is prominently situated in the heart of the town centre on the south side of South Street, at its busy junction with High Street (A25), North Street and West Street. The property benefits from being close to the St Martins Walk Shopping Centre. St Martins Walk houses occupiers including Côte, Vodafone and Millets and provides one of the towns principal car parks with around 370 spaces. Other neighbouring occupiers include Costa, Boots, Clarks, WH Smith and Sainsburys. The property benefits from being within walking distance of Dorking Main and Dorking Deepdene Rail Stations.

Description

The property comprises the ground floor and basement retail accommodation which forms part of a larger building comprising residential flats.

Tenure

Virtual Freehold. Held for a term of 999 years from completion of the sale at a fixed peppercorn rent.

VAT

VAT is not applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	147.65 sq m	(1,589 sq ft)	WATERSTONES BOOKSELLERS LIMITED (1)	10 years from 30/05/2013	£40,000	29/05/2023
Basement	Ancillary	63.89 sq m	(688 sq ft)				
Total		211.54 sq m	(2,277 sq ft)			£40,000	

(1) For the year ending 27th April 2019, Waterstones Booksellers Limited reported a turnover of £392,776,000, pre-tax profits of £27,702,000 and a total net worth of £39,508,000 (Source: Experian Group 21/2/2020).



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Lot 25

Vacant Possession

12-18 High Road,
East Finchley, London N2 9PJ

Freehold Development Opportunity with Planning Consent



Lot 25

Vacant Possession

Key Details

- Site area 0.14 hectares (0.33 acres)
- Planning consent granted for 21 flats and B1 Office on the ground and lower ground floor
- Immediately opposite East Finchley Underground Station
- Highly affluent North London suburb
- 150 metres north of The Bishops Avenue

Location

Miles: 5 miles north of Central London
1 mile south of A406 North Circular Road
1 mile north of Hampstead Heath

Roads: A1000, A406 North Circular Road, A1, M1

Rail: East Finchley Underground Station
(Northern Line)

Air: London Heathrow, London Stansted

Situation

East Finchley is an affluent and attractive North London residential suburb. The property is situated on the east side of High Road (A100), directly opposite East Finchley Underground Station. Commercial occupiers in the locality include McDonalds UK headquarters office, whilst The Bishops Avenue, one of the most affluent residential streets in London, is approximately 150 metres to the south.

Description

The property comprises a broadly level and rectangular site of approximately 0.14 hectares (0.33 acres) upon which there is a small office building and a car park.

Tenure

Freehold.

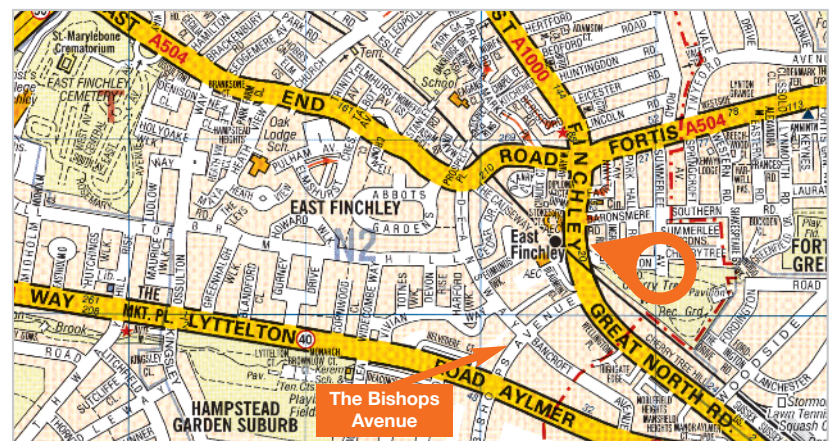
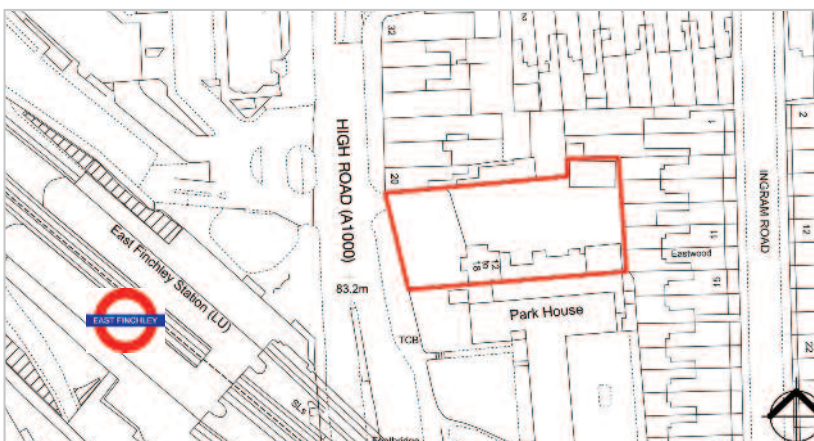
VAT

VAT is applicable to this lot.

Planning

Permission has been granted on 8th January 2018 under reference 16/2351/FUL for the demolition of the existing building and the construction of 21 flats and B1 offices. There is a resolution to grant a further planning permission under reference 18/5822/FUL for the demolition of the existing buildings and construction of 24 flats and 479 sqm (5164 sq ft) of B1 offices, subject to completion of a s106 agreement. It is anticipated that the s106 agreement will be completed and planning permission granted prior to the auction. The resolution to grant the planning application reference 18/5822/FUL provides for a capital contribution in lieu of providing affordable housing.

Six Week Completion



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sedwards@selawlimited.com

Lot 26

£81,120 Per Annum
Exclusive

126 Hermitage Woods Crescent, Woking, Surrey GU21 8UH

Freehold Assisted Living Investment



Key Details

- Let to Dedicated Housing Limited until 2045 (no breaks)
- Annual rental increases in line with Consumer Price Index
- Held in a Single Purpose Vehicle (SPV) available under separate negotiation
- Nearby occupiers include Co-op Food, Sainsbury's, Costcutter and Rowlands Pharmacy

Location

- Miles:** 6 miles north of Guildford, 23 miles south-west of Central London
- Roads:** A3, M25 (Junction 10/11)
- Rail:** Woking Railway Station (25 min to London Waterloo)
- Air:** London Heathrow Airport, London Gatwick Airport

Situation

The property is situated in a predominantly residential suburb approximately 2 miles south-west of Dorking Town Centre. Nearby occupiers include Co-op Food, Sainsbury's, Costcutter and Rowlands Pharmacy.

Description

The property is a substantial specialist supported living home arranged over ground and first floors, comprising 6 bedrooms. The property benefits from a garden at the rear and off street parking and a garage at the front.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

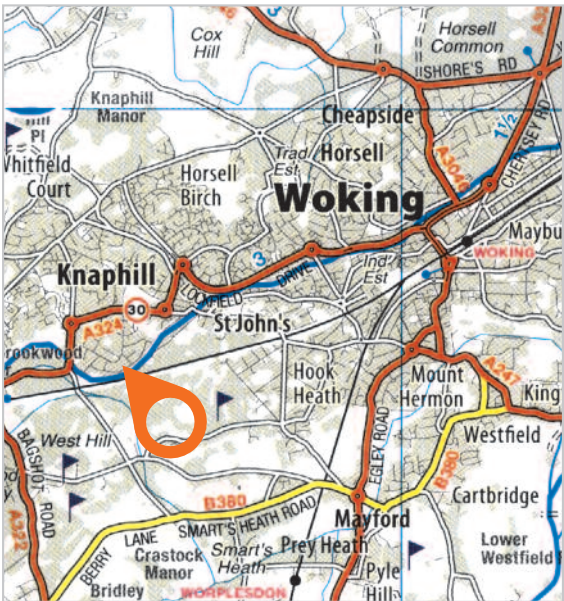
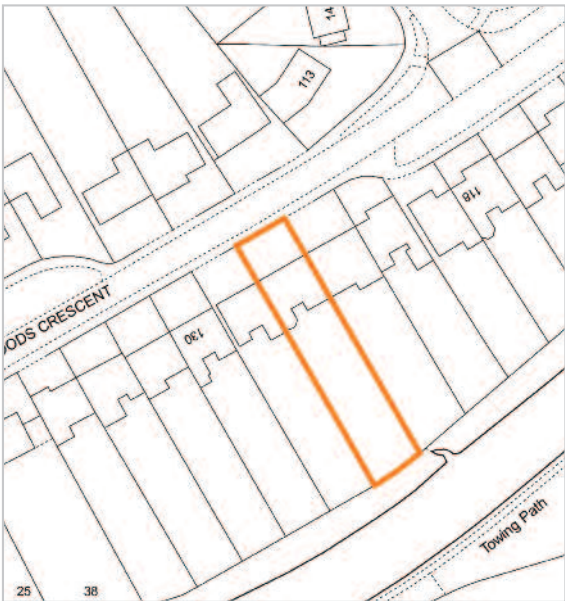
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews/ (Reversion)
Ground and First	6 Bedroom House	132 sq m	(1,420 sq ft)	DEDICATED HOUSING LIMITED (1)	25 years from 06/01/2020 on a full repairing and insuring lease	£81,120	Annually Linked to CPI (2) (05/01/2045)
Total		132 sq m	(1,420 sq ft)			£81,120	

- (1) Dedicated Housing Limited (CRN 09053192) was incorporated on the 22nd May 2014 and is rated as "Very low risk" on SmartSearch, (Source: SmartSearch 24/04/2020). Dedicated Housing Limited, operating as Dedicated Housing, is a charity registered with the Charity Commission of England and Wales under number 1160249
- (2) The lease provides for annual Consumer Price Index (CPI) linked rent reviews.



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Seller's Solicitors: Browne Jacobson
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Lot 27

£71,000 Per Annum
Exclusive

2-4 High Street,
Shefford, Nr Biggleswade, Bedfordshire SG17 5DG

Freehold Retail and Office Investment with Development Potential



Tenancy and accommodation

Unit	Floor	Use	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
1&2	Ground	Retail	H & T SMITH t/a Rosebuds Tea Rooms	10 years from 19/02/2016	£20,000	19/02/2021 (18/02/2026)
3	Ground and First	Retail	INDIVIDUALS t/a Especially You	7 years from 07/07/2014	£18,000	(06/07/2021) (1)
4	Ground	Retail	SPITFIRE TRAVEL LTD (Travel Agent)	10 years from 09/12/2015	£10,000	(08/12/2025)
5	Ground, First and Cellar	Retail	INDIVIDUAL t/a The Loft (restaurant/bistro)	10 years from 09/01/2014	£17,000	(08/01/2024)
6	Second	Office	SHEFFORD ACCOUNTANCY SERVICES LTD	(2)	£6,000	(2)
Total					£71,000	

(1) As to unit 3, the tenant has expressed interest in taking more space within the building together with renewing their existing lease.
(2) As to unit 6, the tenant has exercised their option to determine the lease, which will take effect in June 2020.

Lot 27

£71,000 Per Annum
Exclusive

Key Details

- Existing building currently arranged as four retail units and a self contained office
- Residential development potential (Subject to consents)
- Prominent corner position in the centre of town
- Nearby occupiers include Domino's Pizza, Co-op Food and Morrisons.

On Behalf of Trustees

Location

Miles: 45 miles North of Central London
25 miles south-west of Cambridge

Roads: A1, A6, A507, M25

Rail: Arlesey Railway Station

Air: London Luton and London Stansted Airport

Situation

This Grade II listed property is located in the picturesque market town of Shefford, conveniently located approximately 45 miles north of Central London, 9 miles south-east of Bedford and 5 miles south-west of Biggleswade. The property is situated in the centre of Shefford on the High Street, in a prominent corner position at the junction with Northbridge Street. Nearby occupiers include Domino's Pizza, Co-op Food and Morrisons.

Description

The property is a substantial three storey corner building currently comprising 4 retail units and a self contained office. The upper floors might be suitable for residential development (subject to consents).

Planning

Planning consent was granted in 2006 (ref:06/00183/FULL) for 4 shop units, 3 flats and 1 maisonette, although this has since lapsed. (centralbedfordshire.gov.uk/planning)

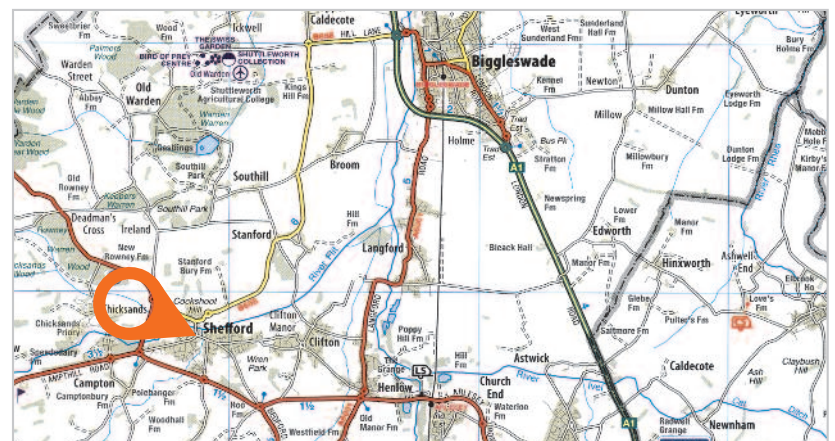
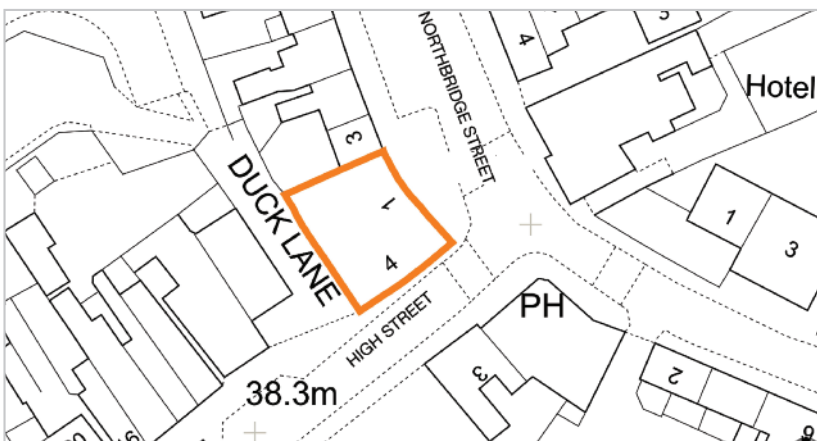
Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion



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Lot 28

£180,773 per annum
exclusive

123-129 Portland Road,
Hove, East Sussex BN3 5QJ

Freehold Retail Parade and Residential Investment



Photo Taken March 2020



Photo Taken March 2020

Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
123-125	Ground	Retail	460.88 sq m	(4,961 sq ft)	SAINSBURY'S SUPERMARKETS LTD (1)	15 years from 06/01/2010	£116,873	(05/01/2025)
127	Ground	Retail	94.02 sq m	(1,012 sq ft)	ST VINCENT DE PAUL SOCIETY (ENGLAND & WALES)	15 years from 26/05/2017 (2)	£24,000	26/05/2022 26/05/2027 (25/05/2032)
129	Ground	Retail	124.95 sq m	(1,345 sq ft)	COSTA LIMITED (3)	10 years from 16/06/2017	£37,500	16/06/2022 (15/06/2027)
	First	Residential	12 Flats		PORTLAND HOVE LIMITED	250 years from 03/03/2016	£2,400	Rent doubles every 25 years
Total Commercial Floor Area			679.85 sq m	(7,318 sq ft) (4)			£180,773	

- (1) For the year ending 9th March 2019, Sainsbury's Supermarkets Ltd reported a turnover of £24,030,000,000, pre-tax profits of £174,000,000 and a total net worth of £5,669,000,000 (Source: Experian Group 21/2/2020).
 (2) The lease provides for a tenant option to determine on 26/05/2022 and 26/05/2027.
 (3) For the year ending 28th February 2019, Costa Limited reported a turnover of £1,344,138,000, pre-tax profits of £139,523,000 and a total net worth of £422,802,000 (Source: Experian Group 17/2/2020).
 (4) The floor areas stated above are Gross Internal Areas.

Lot 28

£180,773 per annum exclusive

Key Details

- Majority let to Sainsbury's Supermarkets Ltd until 2025 (no breaks), part let to Costa Ltd until 2027 (no breaks) and part let to St Vincent de Paul Society until 2032
- Long term residential redevelopment potential above the roof above Sainsbury's (subject to consents)
- Prominent location approximately 500 metres from Aldrington Railway Station
- Neighbouring occupiers include Co-op, Ladbroke's and an eclectic mix of local retailers and restaurants

Location

Miles: 2 miles west of Brighton
5 miles east of Worthing
55 miles south of London
Roads: A2023, A270, A27, A259
Rail: Aldrington Railway Station
Air: Gatwick Airport

Situation

The property is prominently situated on the north side of the busy Portland Road, approximately 12 minutes' walk from the famous Brighton beach and promenade and approximately 500 metres from Aldrington Station. Neighbouring occupiers include Co-op, Ladbroke's and an eclectic mix of local retailers and restaurants.

Description

The property includes a parade of 6 retail units, including a triple fronted Sainsbury's and a double fronted Costa. The basement, part ground floor and first floor comprise 12 flats let on a single long lease.

Tenure

Freehold.

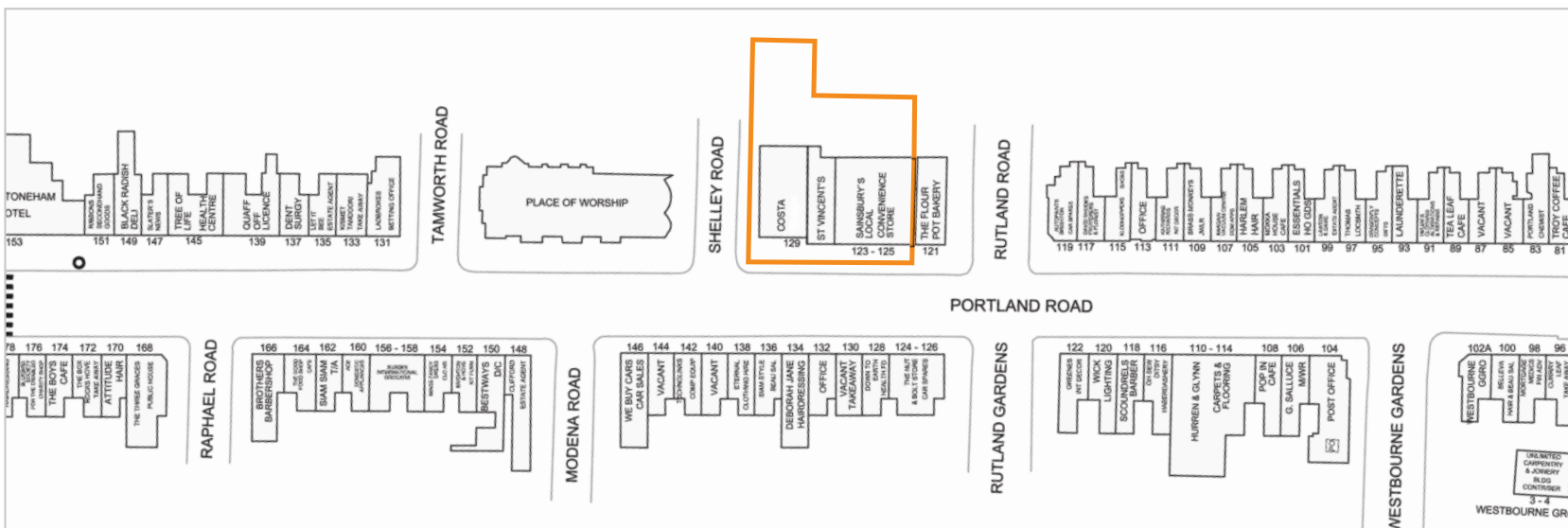
VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk



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Lot 29

£69,500 per annum
exclusive

55-57 and 58-59 Mardol, Shrewsbury, Shropshire SY1 1PP

Attractive Freehold Retail Investment



Photo Taken
February 2020

Key Details

- Let to two restaurants including Pizza Express
- Approximately 1,298.57 sq m (13,978 sq ft)
- Separate access from the front to upper floors on both buildings, with change of use potential (subject to leases and consents)
- Nearby occupiers include JD Wetherspoon, Lakeland, Next, Vision Express and a number of independent cafés and shops
- Historic market town

Location

Miles: 14 miles west of Telford
51 miles north-west of Birmingham
Roads: A5, A49, A458
Rail: Shrewsbury
Air: Birmingham Airport

Situation

Shrewsbury is an attractive and historic market town, approximately 14 miles west of Telford and 51 miles north-west of Birmingham. The property is prominently located on the east side of Mardol, at its junction with Mardol Gardens and a short walk to the pedestrianised Pride Hill, Shrewsbury's prime retailing thoroughfare. Nearby occupiers include JD Wetherspoon, Lakeland, Next and a number of independent cafés and shops.

Description

The property comprises two restaurants, Pizza Express (55-57 Mardol) is arranged on the ground, first and second floors, with the upper floors formerly used as residential. 58-59 Mardol is arranged on the ground, basement, first, second and third floors. Both restaurants benefit from separate access to the upper floors. 58-59 Mardol is Grade II listed.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

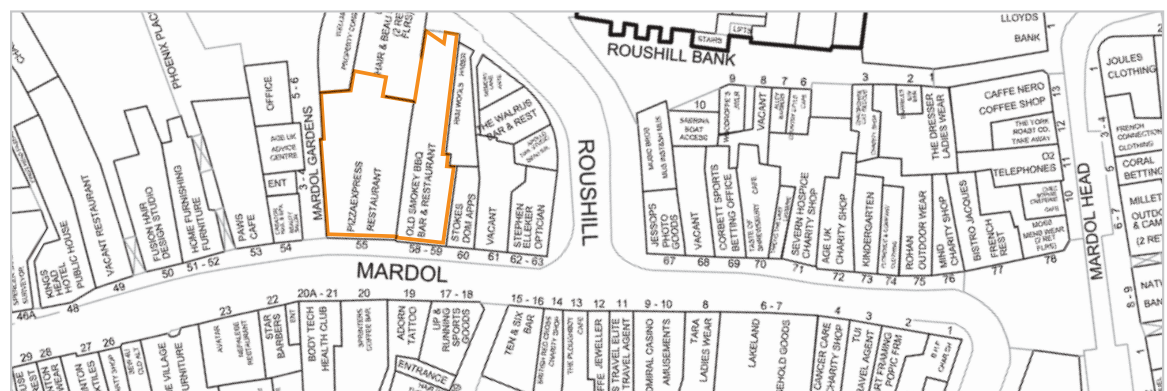
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk.

Tenancy and accommodation

	Floor	Use	Gross Internal Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
55-57	Ground	Restaurant	343.07 sq m	(3,693 sq ft)	PIZZA EXPRESS (RESTAURANTS) LIMITED (1)	25 years from 14/12/2000 until 13/12/2025	£37,000	14/12/2020
	First	Ancillary (former residential)	162.30 sq m	(1,747 sq ft)				
	Second	Ancillary (former residential)	110.09 sq m	(1,185 sq ft)				
58-59	Ground	Restaurant	344.39 sq m	(3,707 sq ft)	BIG PIG SMOKEHOUSE LIMITED	15 years from 28/09/2017 until 27/09/2032 (2)	£32,500 (2) (rising to £35,000 on 29/09/2020)	28/09/2022 & 5 yearly thereafter
	Basement	Ancillary	43.48 sq m	(468 sq ft)				
	First	Ancillary	187.94 sq m	(2,023 sq ft)				
	Second	Ancillary	86.40 sq m	(930 sq ft)				
	Third	Ancillary	20.90 sq m	(225 sq ft)				
Total			1,298.57 sq m	(13,978 sq ft)			£69,500 (2)	

- (1) For the year ending 30th December 2018, Pizza Express (Restaurants) Limited reported a turnover of £397,837,000, pre-tax profits of £60,100,000 and a total net worth of £770,248,000 (source: Experian Group 25/02/2020).
- (2) The lease is subject to a tenant option to determine on 29/09/2022 and 29/09/2027. The tenant is not currently in occupation and the rent was being paid out of the rent deposit held by the landlord, but this deposit has now been used.



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Lot 30

£91,500 Per Annum
Exclusive (Plus vacant
shop and part vacant
offices)

4-7 and 7a Gaolgate Street, , Stafford, Staffordshire ST16 2BG

High Yielding Freehold Retail/Office Investment & Development Opportunity



Key Details

- Three shops with two floors of self-contained offices above
- Let to EE, Game and GPRS Recruitment (on 10 year lease renewal (with options) from May 2019)
- Circa 870.97 sq m (9,379 sq ft)
- Possible Change of Use opportunity for upper floors (subject to lease and consents)
- Asset Management opportunities
- Prominent town centre location, facing Market Square and next to Guildhall Shopping Centre
- Nearby occupiers include Costa Coffee, Sports Direct, H. Samuel, Holland & Barrett and Boots the Chemist

On Behalf of a Charity

Location

Miles: 15 miles south of Stoke-on-Trent
26 miles north-west of Birmingham

Roads: A34, A449, M6

Rail: Stafford

Air: Birmingham Airport

Situation

Stafford, is located 26 miles north-west of Birmingham. The town benefits from an excellent road network, with junctions 13 and 14 of the M6 located approximately 3 miles to the north and south. The property is located in the heart of Stafford town centre, on the west side of Gaolgate Street, at its junction with Crabber Street and opposite Market Square. Nearby retailers include Costa Coffee, Sports Direct, H. Samuel, Holland & Barrett and Boots the Chemist.

Description

The property comprises three shops arranged on the ground floor and separately accessed offices arranged on first and second floors, accessed from Crabber Street. The property has recently undergone a major external improvement programme to include new windows, cleaning and re-pointing to all elevations.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

Energy Performance Certificate

Available from the legal pack at www.acuitus.co.uk.

Tenancy and accommodation

	Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
4-5 Gaolgate	Ground	Retail	85.86 sq m (925 sq ft)	EE LIMITED (1)	5 years from 28/09/2017 until 28/09/2022 (2)	£38,250
6-7 Gaolgate	Ground	Retail	159.46 sq m (1,717 sq ft)	GAME RETAIL LIMITED (3)	5 years from 25/12/2015 until 24/12/2020	£43,250
7a Gaolgate	Ground	Retail	137.23 sq m (1,477 sq ft)	VACANT	-	-
First Floor	First	Office	303.33 sq m (3,265 sq ft)	GIRAFFE PERMANENT RECRUITMENT SPECIALISTS LIMITED (4)	10 years from 22/05/2019 until 21/05/2029 (5)	£10,000
Second Floor	Second	Office	185.09 sq m (1,995 sq ft)	VACANT	-	-
Total			870.97 sq m (9,379 sq ft)			£91,500

- (1) For the year ending 31st March 2019, EE Limited reported a turnover of £7,149,000,000, pre-tax profits of £1,440,000,000 and shareholder funds of £5,191,000,000 (source: Smart Search 15/04/2020).
- (2) The lease was subject to a tenant option to determine on 28/09/2020. This break option was removed, in return for a 3 month rent free period commencing on 29/09/2020.
- (3) For the year ending 28th July 2018, Game Retail Limited reported a turnover of £478,242,000, pre-tax profits of £-11,290,000 and shareholder funds of £84,943,000 (source: Smart Search 15/04/2020).
- (4) Founded in 2013, GPRS were the fourth-highest recruitment agency across the UK, and the highest-ranking business of any size in Staffordshire (www.gprs.com/about/ 15/05/2020).
- (5) The lease is subject to a tenant option to determine on 22/05/2022 and 22/05/2024. The tenant has a Service Charge cap of £2,500 per annum.



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Lot 31

£23,000 Per Annum
Exclusive

75 English Street, Carlisle, Cumbria CA3 8LU

High Yielding City Centre Freehold Cafe/Bar Investment



Key Details

- Let to tenant trading as Open Mind Bar
- Renewed lease from 8th November 2017, expiring on 27th August 2024
- Property significantly refurbished in 2014
- Prominent position on Carlisle 'bar circuit', opposite Carlisle Train Station
- Nearby occupiers include Boots the Chemist, Tesco Metro, Greggs, B&M and various banks
- Historic University City and Gateway to the Lake District

Location

Miles: 12 miles north of The Lake District
59 miles west of Newcastle upon Tyne
Roads: A7, A69, M6
Rail: Carlisle
Air: Newcastle Airport

Situation

Carlisle is an attractive Cathedral City approximately 59 miles west of Newcastle upon Tyne. The property is located on the east side of English Street, at its entrance to Lowther Arcade, in a prominent location on one of the Carlisle 'bar circuits', and is less than 0.1 mile from Carlisle Station. Other than a number of other bars and licensed operators, nearby occupiers include Boots the Chemist, Tesco Metro, Greggs and B&M.

Description

The property comprises a four storey building arranged as a ground floor cafe/bar, a basement beer cellar, with further trading/bar accommodation on the first floor and ancillary accommodation on the second floor. There is additional storage in the loft area, which is accessed via a hatch. The property benefits from having a 3 am premises licence.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Energy Performance Certificate

Available from the legal pack at acuitus.co.uk.

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground	Bar	69.12 sq m	(744 sq ft)	S. KORZEWNIAK (t/a Open Mind Bar)	Approximately 6.5 years from 08/11/2017 until 27/08/2024 on a full repairing and insuring lease	£23,000	08/11/2020 08/11/2023
Basement	Beer Cellar	-	(-)				
First	Bar/Ancillary	58.00 sq m	(624 sq ft)				
Second	Ancillary	32.34 sq m	(348 sq ft)				
Loft	Storage	-	(-)				
Total		159.46 sq m	(1,716 sq ft)			£23,000	

NB: The bar is currently not open for trade under the current Government guidelines. However, the tenant has confirmed that they would like to return trading as soon as the current restrictions are lifted. The tenant is up to date in respect of their rental payments having paid rent for the period from 28th February to 28th May (the tenant pays quarterly in February, May, August and November). The landlord has agreed with the tenant a 6 month rental holiday from 28th May or until such time as the tenant re-opens for trade - please see legal pack.



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Lot 32

£55,000 Per Annum
Exclusive

Preston Plumbing & Direct Window Co, Brookfield Street and Southgate, Preston, Lancashire PR1 1NR

Freehold Retail Trade Counter Investment



Key Details

- Let to tenants trading as Preston Plumbing Supplies and Direct Window Co
- Let on new leases from 2019 and 2020
- Approximately 557.40 sq m (6,000 sq ft)
- Modern units in Established Trade Counter location
- Nearby occupiers including PureGym, Kwikfit and ESP Bathrooms amongst others

Location

Miles: 28 miles north-east of Liverpool
30 miles north-west of Manchester
Roads: A6, A59, M6, M55
Rail: Preston
Air: Manchester Airport

Situation

The property is prominently situated with access from both Brookfield Street and Southgate, one mile north of Preston City Centre. The property benefits from excellent road access, being less than three miles south of J1 of the M55, and four miles west of J31 of the M6. The property is situated in an established retail and trade counter location with nearby occupiers including PureGym, Kwikfit and ESP Bathrooms amongst others.

Description

The property comprises two retail/trade counter units with parking for seven cars for the unit let to tenant trading as Preston Plumbing.

Tenure

Freehold.

VAT

VAT is applicable to this lot.

Six Week Completion

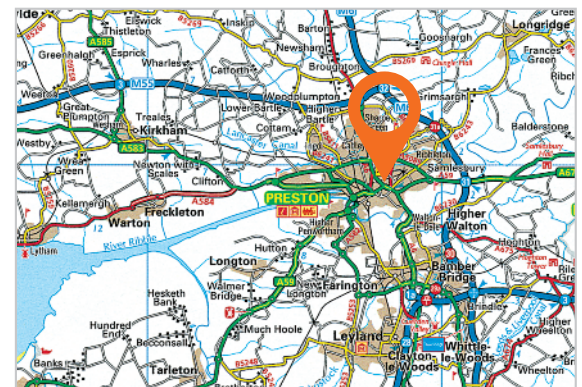
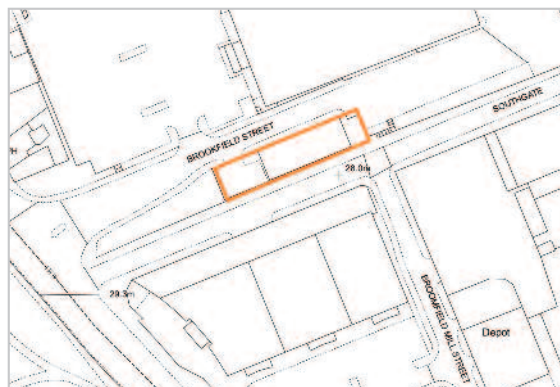
Energy Performance Certificate

Available from the legal pack at www.acuitus.co.uk.

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground (Brookfield Street)	Retail (+ 7 car parking spaces)	278.70 sq m	(3,000 sq ft)	PRESTON PLUMBING SUPPLIES LIMITED (1)	5 years from 01/03/2020	£30,000	-
Ground (Southgate Street)	Retail	278.70 sq m	(3,000 sq ft)	C A GOSS LIMITED (2) (t/a Direct Window Co)	10 years from 01/10/2019 (3)	£25,000	01/10/2024
Total		557.40 sq m	(6,000 sq ft)			£55,000	

- (1) "For over 10 years, Preston Plumbing Supplies have been providing superior quality bathrooms to suit all different tastes and budget range." (source: www.prestonplumbingsupplies.co.uk 28/04/2020). The tenant has commenced fit out works internally and are due to start fitting out externally, however works have been halted for the time being due to COVID-19.
- (2) Direct Window Co is a family run business which has been in operating for over 20 years, featuring the latest energy efficient products and multi-million pound state-of-the-art machinery. Direct Window Co operate from 14 units in the UK and manufacture their products from three factories. (www.directwindowco.com 29/04/2020)
- (3) The lease is subject to a tenant option to determine in October 2024.



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Lot 33

£71,760 Per Annum
Exclusive

11 Woodside Avenue, Dersingham,
Kings Lynn, Norfolk PE31 6QE
Freehold Assisted Living Investment



Key Details

- Let to Dedicated Housing Limited until 2045 (no breaks)
- Annual rental increases in line with Consumer Price Index
- Nearby occupiers include Co-op Food, Spar and Boots

Location

Miles: 33 miles north-east of Peterborough
43 miles north of Cambridge
Roads: A10, A47, A149
Rail: King's Lynn Railway Station
Air: London Stansted

Situation

The property is situated in a predominantly residential suburb approximately 7 miles north-east of King's Lynn Town Centre. Nearby occupiers include Co-op Food, Spar and Boots.

Description

The property is a substantial specialist supported living home arranged over ground and first floors, comprising 6 bedrooms. The property benefits from a garden at the rear and a double garage and off-street parking at the front.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion

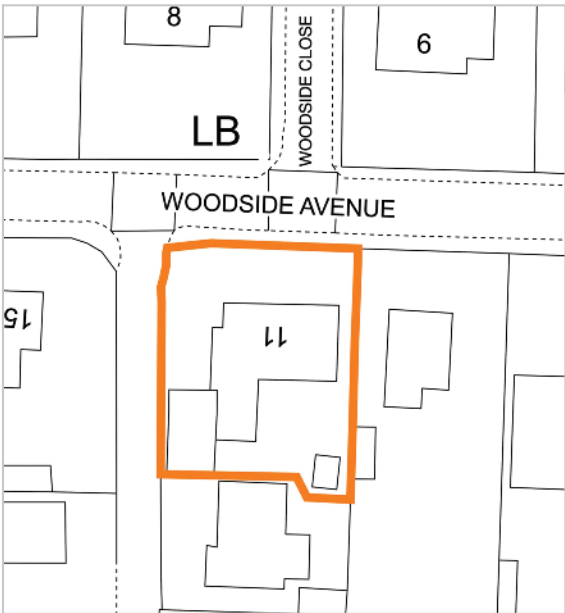
Energy Performance Certificate

Available from the legal pack at acuitus.co.uk

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews/ (Reversion)
Ground and First	6 Bedroom House	177 sq m	(1,905 sq ft)	DEDICATED HOUSING LIMITED (1)	25 years from 06/01/2020 on a full repairing and insuring lease	£71,760	Annually Linked to CPI (2) (05/01/2045)
Total		177 sq m	(1,905 sq ft)			£71,760	

- (1) Dedicated Housing Limited (CRN 09053192) was incorporated on the 22nd May 2014 and is rated as "Very low risk" on SmartSearch, (Source: SmartSearch 24/04/2020). Dedicated Housing Limited, operating as Dedicated Housing, is a charity registered with the Charity Commission of England and Wales under number 1160249.
- (2) The lease provides for annual Consumer Price Index (CPI) linked rent reviews.



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Lot 34

£76,000 per annum
exclusive

142 Norfolk Street,
King's Lynn, Norfolk PE30 1AU

Freehold Retail Investment



Photo Taken February 2020

Key Details

- Let to The Entertainer (Amersham) Limited
- Large shop - approximately 391.90 sq m (4,219 sq ft)
- Prominent position on pedestrianised Norfolk Street, between High Street and Vancouver Quarter
- Located between Caffè Nero and Marks & Spencer and close to Waterstones, WH Smith, Superdrug, Iceland, Sainsbury's, Greggs and Holland & Barrett
- VAT-free investment
- High Yielding on Guide Price

Location

Miles: 33 miles north-east of Peterborough
43 miles north of Cambridge

Roads: A10, A47, A149

Rail: King's Lynn

Air: London Stansted

Situation

King's Lynn is a popular market town in East Anglia, approximately 33 miles north-east of Peterborough and 43 miles north of Cambridge. The property is located on the north side of the pedestrianised Norfolk Street, close to its junction with High Street and near to The Vancouver Quarter, with retailers including Superdrug, Iceland, Sainsbury's, Greggs and Holland & Barrett. Other nearby retailers on Norfolk Street include Marks & Spencer, Caffè Nero, Waterstones and WH Smith.

Description

The property comprises a Grade II listed two storey building, arranged as a double-fronted ground floor shop with ancillary accommodation on the first floor accessed via a hatch. The property benefits from parking for two cars to the rear.

Tenure

Freehold.

VAT

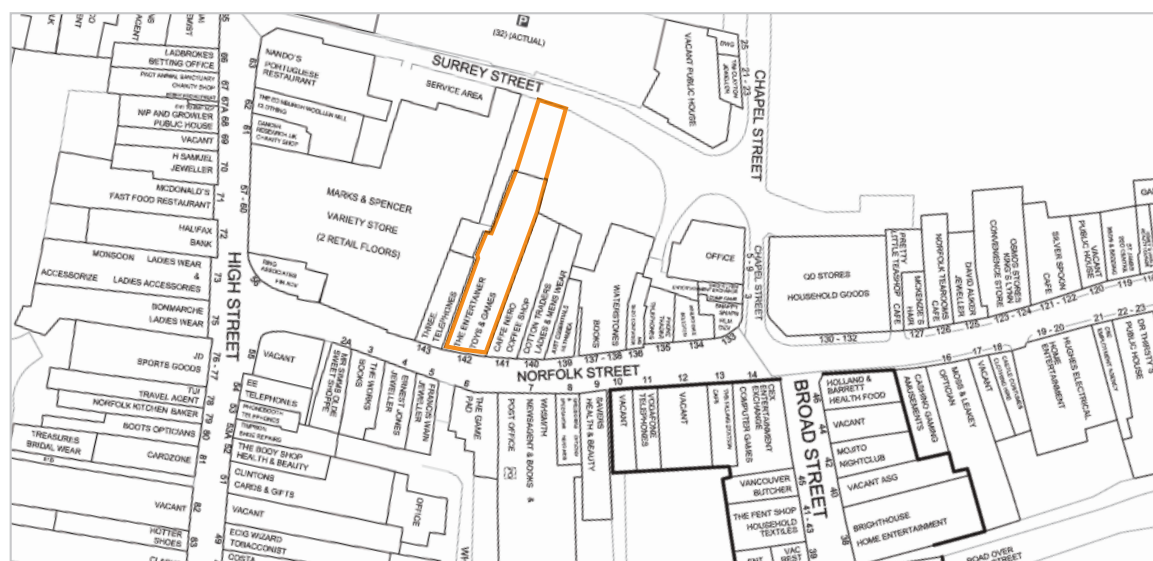
VAT is not applicable to this lot.

Six Week Completion

Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
Ground	Retail/Ancillary	342.40 sq m	(3,686 sq ft)	THE ENTERTAINER (AMERSHAM) LIMITED	Approximately 10 years from 18/05/2012 on a full repairing and insuring lease (2)	£76,000
First	Ancillary (hatch access)	49.50 sq m	(533 sq ft)			
Total		391.90 sq m	(4,219 sq ft)			£76,000

- (1) For the year ending 26th January 2019, The Entertainer (Amersham) Limited reported a turnover of £199,398,000, pre-tax profits of £15,407,000 and a total net worth of £38,286,000 (source: Experian Group 27/02/2020). The Entertainer was founded in 1981 and now operates from over 170 stores across the UK (source: www.thetoishop.com).
- (2) The lease is subject to a schedule of condition.



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Lot 35

£27,500 Per Annum
Exclusive

36-44 King Street, Stirling, Stirlingshire FK8 1AY

Heritable Retail Investment



Key Details

- Prominent former department store
- Asset management opportunities
- Let to Creative Stirling for community uses
- B listed building
- Located on historic route to Stirling Castle
- 2020 Tenants Option to Break not exercised

Location

Miles: 27 miles north of Glasgow,
38 miles west of Edinburgh
Roads: M9, M80, A9
Rail: Stirling Railway Station (ScotRail)
Air: Glasgow International Airport

Situation

The property occupies a position close to the junction of Corn Exchange Road and pedestrianised King Street, an established retail and leisure location within the city centre. The property is close to the Stirling Thistles Marches Shopping Centre housing retailers including Marks & Spencer, H&M and Zara. To the northwest is the historic route towards Stirling Castle.

Description

The property comprises a former department store over basement, ground and three upper floors. The property functioned with retail and cafe accommodation on ground and first floors, storage and ancillary at basement level and similar storage at second floor level. The third floor was historically a residential flat. The ground and first floors are largely open plan with the benefit of a passenger lift between the two floors.

Tenure

Heritable.

VAT

VAT is applicable to this lot.

6 week completion

Viewings

Please contact Mhairi Archibald (07718 899341)

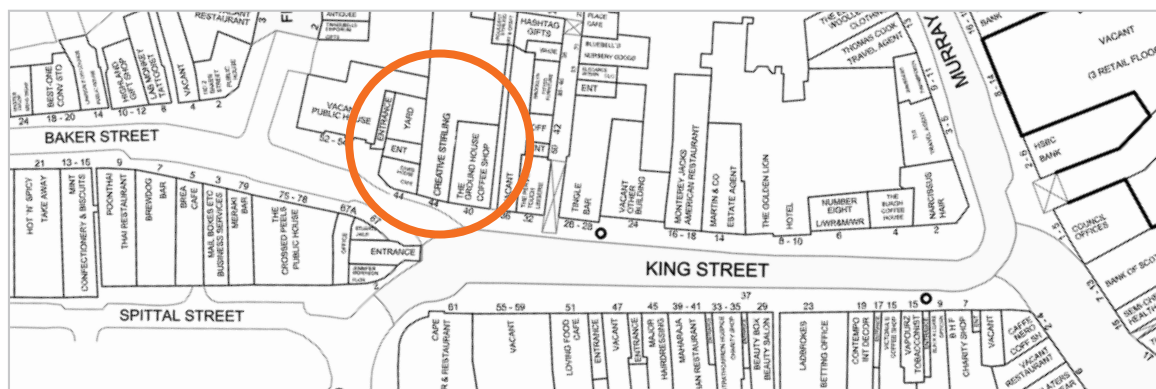
Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	378.75 sq m	4,076 sq ft	Creative Stirling (1)	5 years from 21/10/2018 to 20/10/2023 (2)	£27,500	(20/10/2023)
Basement	Ancillary	116.53 sq m	1,254 sq ft				
First	Retail/cafe	546.63 sq m	5,884 sq ft				
Second	Ancillary	68.56 sq m	738 sq ft				
Third	Residential Flat						
Total		1,110.47 sq m (3)	11,953 sq ft (3) & a residential flat			£27,500	

- (1) Creative Stirling was established in 2012 as a small collective of creatives working together to support grass-root arts and culture in Stirlingshire. In 2016 Creative Stirling became a Scottish Charity that operates as a social enterprise.
(2) There was a tenant break option on 21/10/2020 that was not actioned so the lease will run until 20/10/2023.
(3) All the floor areas are from the Assessor for Central Scotland (www.saa.gov.uk)

Planning

The property in part may benefit from conversion to residential use, subject to the current occupation and the necessary consents/permissions. Interested parties are referred to Stirling Council. www.stirling.gov.uk



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Lot 36

Vacant Possession

Sarah Trimmer Hall, High Street,
Kew Bridge, London TW8 0BD
Freehold Riverside Development Opportunity



Tenancy and accommodation

Lot 36

Vacant Possession

Key Details

- Residential planning consent granted for conversion to a three bedroom house
- Prominent location fronting the River Thames approximately 600 metres from Kew Bridge Railway Station
- Neighbouring occupiers include Travelodge, McDonald's, Sainsbury's Local and Costa

On behalf of



Location

- Miles:** 1 mile north of Kew Gardens
2 miles north of Richmond Park
7.5 miles south-west of Central London
- Roads:** A315, A205, M4, M25
- Rail:** Kew Bridge Railway Station
Gunnorsbury Underground (District Line)
- Air:** Heathrow Airport

Situation

The property is located adjacent to the former St George's Church on the north side of High Street (A315) and on the north bank of The River Thames. The immediate locality has seen significant recent residential development. The property benefits from being some 600 metres west of Kew Bridge, 300 metres east of the Watermans Art Centre and immediately opposite the world renowned Royal Botanic Kew Gardens located on the south side of the River Thames. Neighbouring occupiers include Travelodge, McDonald's, Sainsbury's Local and Costa.

Description

The property comprises a former school building built in 1786 with planning permission to convert to a three bedroom house with a proposed GIA of 1,600 sq ft. The property benefits from a recent structural refurbishment programme including a new roof. The property also benefits from secure gated access and a private garden.

Tenure

Freehold.

VAT

VAT is not applicable to this lot.

Six Week Completion



Photo Taken March 2020



Photo Taken March 2020

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

ID means the originals of

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

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

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

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

Common Auction Conditions Relating to the Properties in England and Wales

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

Important Notice to buyers at an Acuitus Auction

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

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

The conditions are legally binding.

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

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

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Common Auction Conditions for Real Estate Auctions

Edition 4.0

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The words in italics do not form part of the CAC

Introduction

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

Glossary (Compulsory)

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

Auction Conduct Conditions (Compulsory)

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

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

Sale Conditions (General Conditions compulsory, template forms optional)

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

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SALE MEMORANDUM

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common Auction Conditions.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to CONDITION G9.3:

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

Common Auction Conditions Relating to the Properties in England and Wales

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

APPROVED FINANCIAL INSTITUTION

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

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

CATALOGUE

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

COMPLETION

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

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE

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

LOT

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

OLD ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

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

Auction Conduct Conditions

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

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

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The PARTICULARS and other information

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

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

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

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

A5 The CONTRACT

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

Common Auction Conditions Relating to the Properties in England and Wales

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

- A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION
- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
 - (b) sign the completed SALE MEMORANDUM; and
 - (c) pay the deposit.
- A5.4 If YOU do not WE may either
- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or
 - (b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
- (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment)
 - (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations
 - (c) is to be held by us (or, at OUR option, the SELLER'S conveyancer); and
 - (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
 - (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.
- A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

- A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £5000 (or the total price, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.
- A6.2 AUCTION CONDUCT CONDITION A5.5(b) shall be read as follows: "is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and"
- A6.3 For the purposes of AUCTION CONDUCT CONDITION A5.5(c) payment by CHAPS from an APPROVED FINANCIAL INSTITUTION will be accepted.
- A6.4 Where the AUCTIONEERS hold the deposit as stakeholder, they are authorised to release any part of it (and interest on it if applicable): (a) to the SELLER's solicitor at any time prior to COMPLETION to be held in accordance with the SALE CONDITIONS; and (b) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A6.5 YOU are to provide all information and documentation as WE need from YOU to comply fully with OUR obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (Regulations) The Acuitus Customer Due Diligence (CDD) form annexed to the Common Auction Conditions must be completed by YOU and the BUYER and the documentation and information provided to OUR satisfaction no later than when the SALE MEMORANDUM is signed. If YOU are acting as an agent for the BUYER, such checks will include written evidence of YOUR authority to bid for and on behalf of the BUYER. If YOU do not satisfy US in all respects for the purposes of the Regulations WE may as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract. WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until YOU provide the information and documentation WE or the SELLER may require and our validation of it at our and the SELLER's absolute discretion.

General Conditions of Sale

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

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

G1 The LOT

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

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

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

G2 Deposit

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

G3 Between contract and COMPLETION

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

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

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

G4 Title and identity

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

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(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.

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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:

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	(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.						and references to notices and proceedings are to notices and proceedings under that Act.
	(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.				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.
	(c) The BUYER and the SELLER acknowledge that pursuant to and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.				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.
	(d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.				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.
G21	Environmental				G25	Warranties	
G21.1	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.				G25.1		Available warranties are listed in the SPECIAL CONDITIONS.
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				G25.2		Where a warranty is assignable the SELLER must:
G21.3	The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.					(a)	on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
G22	Service Charge					(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.
G22.1	This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.				G25.3		If a warranty is not assignable the SELLER must after COMPLETION:
G22.2	No apportionment is to be made at COMPLETION in respect of service charges.					(a)	hold the warranty on trust for the BUYER; and
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:					(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.
	(a) service charge expenditure attributable to each TENANCY;				G26	No assignment	
	(b) payments on account of service charge received from each tenant;						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.
	(c) any amounts due from a tenant that have not been received;				G27	Registration at the Land Registry	
	(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.				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:
G22.4	In respect of each TENANCY, if the service charge account shows:					(a)	procure that it becomes registered at the Land Registry as proprietor of the LOT;
	(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					(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) 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;					(c)	provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
	but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.				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:
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.					(c)	apply for registration of the TRANSFER;
G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:					(c)	provide the SELLER with an official copy and title plan for the BUYER'S new title; and
	(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and					(c)	join in any representations the SELLER may properly make to the Land Registry relating to the application.
	(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.				G28	Notices and other communications	
G23	Rent reviews				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.
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.				G28.2		A communication may be relied on if:
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.					(a)	delivered by hand; or
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.					(b)	made electronically and personally acknowledged (automatic acknowledgement does not count); or
G23.4	The SELLER must promptly:					(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.
	(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and				G28.3		A communication is to be treated as received:
	(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.					(a)	when delivered, if delivered by hand; or
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.					(b)	when personally acknowledged, if made electronically;
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.						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.
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.				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.
G23.8	The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.				G29	Contracts (Rights of Third Parties) Act 1999	
G24	Tenancy renewals						No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.
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)						
					G30	Extra General Conditions	
							The following general conditions are to be treated as being amended as follows:
						1.	Condition A1.2 of the AUCTION CONDUCT CONDITIONS shall be amended by adding the words 'in writing' at the end.
						2.	Condition G6.3(a) shall be amended to read: "BUYER'S conveyancer to the SELLER's conveyancer; and"

Sale Memorandum

Lot details

Sale date

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.

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

www.acuitus.co.uk


acuitus
Real Estate Auctioneering & Investment

octopus
property



Remote Bidding Registration form

Lot details

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

Bidder

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

Address

Post code

Contact telephone number

Mobile

Contact email

See T&C's over 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 over for ID requirements.

Conveyancer

Name and contact details of the buyer's conveyancer

Address

Post code

Contact name

Contact telephone number

Contact email

Signed

Signature of the bidder	Date
<input type="text"/>	<input type="text"/>
Cheque for 10% deposit (£)	Payable to Acuitus
<input type="text"/>	<input type="text"/>

Remote Bidding

Terms & Conditions



1. The **Bidder** appoints **Acuitus** as agent and authorises **Acuitus** to bid for the relevant **Lot** on behalf of the **Bidder** in such manner as **Acuitus** thinks fit in its absolute discretion. The **Bidder** may withdraw **Acuitus's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the **Auction** commences and the **Auctioneer** confirms to the **Bidder** in writing that the withdrawal instruction has been received.
2. These terms and conditions apply to **You** and **You** will be bound by them if **You** bid by telephone, via internet or absentee/proxy.
3. Definitions used in these terms & conditions:
Acuitus means Acuitus Limited (company registration number 7105769)
Approved Financial Institution has the same meaning as in the RICS Common Auction Conditions Edition 3 August 2009.
Auction means the Acuitus commercial auction to be held at the time and place and on the date advertised in the auction catalogue 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 3 August 2009.
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 catalogue lot 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 in the Auction catalogue and also available to download from Acuitus website at www.acuitus.co.uk.
Seller means the person selling the lot.
You and **Your** means the person identified on the Registration Form as the bidder being someone who bids by remote means at the Auction whether by proxy or by telephone or via the internet.
VAT means value added tax or any other tax of a similar nature.
4. **Registration Form**
 1. If **You** wish to bid at the **Auction** by telephone, via internet or absentee/proxy you must complete the **Registration Form** entering **Your** full details as the **Bidder** and full details of the **Buyer** if different to the **Bidder**.
You should sign the **Registration Form** where indicated.
 2. The completed **Registration Form** should be sent by email only to Billy Struth, billy.struth@acuitus.co.uk so that it is received not less than two clear **Business Days** prior to the date of the **Auction**, together with:
Two forms of identification for **You** consisting firstly of a form of photo identification such as Your passport or current driving licence and secondly proof of **Your** address such as a recent utility bill or bank statement. To comply with the Money Laundering Regulations, if **You** are not the **Buyer** we will require **You** to provide further documentation.
 3. A separate **Registration Form** must be completed for each **Lot**
 4. If **You** wish to alter any of the details appearing on the **Registration Form**, **You** must notify the **Auctioneer** of this in writing before the **Auction** commences. Alterations will only be effective if the **Auctioneer** confirms to **You** in writing that the request to alter has been received.
 5. In the event that the **Auctioneer** considers that there is any error or confusion about the **Registration Form** or the deposit, the **Auctioneer** reserves the right not to accept **Your** bid. Please note that the **Auctioneer's** decision as to what constitutes error or confusion is final.
 6. By completing this **Registration Form** **You** warrant that there are adequate funds in the account to meet the full amount of the deposit
5. **Deposit**
 1. The deposit is to be paid immediately after the auction and no later than 15:30 on the day following the auction by bank transfer to Acuitus's client's account in sterling on an **Approved Financial Institution** for a sum representing the greater of:
 - a. The minimum deposit of £1,000 (or the total of your maximum bid price if this is less than that minimum) and
 - b. 10% of the **Maximum Bid Price** exclusive of VAT.

2. If **You** are the successful bidder **Acuitus** requires a separate payment of £1,000 inclusive of VAT as a buyer's administration charge payable to Acuitus Limited to be electronically transferred immediately after the auction and no later than 15:30 on the day following the auction. A VAT receipt will be provided upon payment.

6. Absentee/Proxy Bids

1. If **You** bid at the **Auction** by Absentee/proxy **You** should enter **Your Maximum Bid Price** on the **Registration Form**.
2. The **Maximum Bid Price** must be an exact figure. Failure to clearly indicate **Your Maximum Bid Price** will invalidate **Your** bid.
3. If **You** bid by absentee/proxy **You** appoint the **Auctioneer** as **Your** agent and **You** authorise the **Auctioneer** to bid for the **Lot** on **Your** behalf up to (but not in excess of) your **Maximum Bid Price** in whatever manner the **Auctioneer** in his absolute discretion thinks fit.
4. **You** may withdraw the **Auctioneer's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the Auction commences and the **Auctioneer** confirms to **You** that the withdrawal instruction has been received.
5. As soon as reasonably practicable after the **Auction** **You** will be notified as to whether or not **Your absentee/proxy** bid for the **Lot** was successful.
6. The amount of **Your Maximum Bid Price** for the Lot will not be disclosed by the **Auctioneer** to the **Seller**

7. Terms of Sale/Conduct of Auction

1. **You** shall be deemed to have read the "Important Information for Bidders" in the catalogue and on the Auctioneer's website and the Common Auction Conditions, the special conditions of sale and any addendum relating to the **Lot**. **You** shall be deemed to have taken all necessary professional and legal advice and to have made all **Your** enquiries and to have knowledge of any **Auctioneer's** announcements which are relevant to the **Lot**.
2. It is possible that at any time up to the commencement of bidding at the **Auction** amendments and/or additions may be made to the **Conditions of Sale** for the **Lot** or any other matters relating to it. Such amendments are published by means of written addenda and by verbal addenda announced from the rostrum. **You** will be deemed to have knowledge of such matters (including for the avoidance of doubt any late addenda that are announced verbally from the rostrum) and if **Your** bid is successful **You** will buy subject to them.
3. If **Your** bid is successful the **Auctioneer** or any person authorised by the **Auctioneer** will sign the memorandum of sale and any other relevant document relating to the **Lot** on **Your** behalf and as soon as is practicable send this to **You** by post.
4. In accordance with the Common Auction Conditions and in particular clauses A5.5 and A6.5, if you are the successful bidder **You** will be required to complete the Acuitus Customer Due Diligence Form and provide the information stated. **You** will be deemed to have read the 'Requirements for bidders and buyers under the Money Laundering Regulations' and will fully comply with them.

8. Disclaimer

Acuitus or any employee or agent of **Acuitus** or the **Auctioneer** will have no liability or responsibility whatsoever towards **You** or the **Buyer** in the event of **Your** bid not being made as a result of:

- Unclear instructions.
- Error, lack of clarity or confusion whether during the **Auction** or regarding the **Registration Form** or the deposit.
- Any change in the date, time and/or venue of the **Auction**.
- Any interruption or suspension of telephone or internet bidding services.
- **You** being unobtainable by telephone or becoming disconnected during the course of bidding by telephone or via the internet.
- Any other factor beyond **Acuitus's** control.

Please email, no later than 2 working days prior to the date of the auction to:

Billy Struth
billy.struth@acuitus.co.uk
Telephone: +44 (0)20 7034 4850



acuitus

Real Estate Auctioneering & Investment