



Wednesday 28th October 2020

**Commercial Real Estate Auction**

Live Stream Auction





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# Auction/Wednesday/ 28.10.20/2.00pm

## Upcoming auctions

**Thursday**  
10th December 2020



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**Wednesday 28th October 2020**

Start 2.00 pm prompt

## Venue

Live Stream Auction

## Acuitus

14 St. Christopher's Place  
London W1U 1NH

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



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

# How can Acuitus Finance help you with bridging finance?

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

**Stuart Buchanan**

+44 (0)20 7034 4850

M: +(0)7879 432868

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

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

  
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# A Responsive Market

Welcome to the catalogue for our October auction

For the first time since Acuitus started holding auctions, we added an extra sale in September. It was a response to the disruption that the pandemic brought to the free flow of the investment market, but it also illustrated how live-streamed sales can be quickly organised to meet the needs of buyers and sellers.

The result of the sale – £28m raised with a 95% success rate – was testament to how Acuitus responded to the market and connected investors with the assets they seek. Whilst we are still committed to a return to room auctions because of the special added value they bring to both those who attend and the auction dynamic, we are continuing to invest in our online sales platform with sales later this month for a major fund.

The healthy volume of assets now beginning to come to auction is an encouraging indicator that we are returning to some semblance of normality. It remains very much an asset-by-asset market in which you cannot make any blanket assumptions about which properties will command investor interest.

However, it is precisely in market conditions such as these where the long-term experience of the Acuitus team and our forensic knowledge of the UK commercial property market become pivotal. In this respect, we are grateful to the increasing number of sellers who are acknowledging this through placing their assets with us to sell.

We hope you find investments of interest in this catalogue and Stuart Buchanan of Acuitus Finance is also available to assist with accessing funding. In this respect, our unique fast-track bridging finance facility provided by Octopus Real Estate is extremely helpful in enabling buyers to complete purchases. 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.

We remain committed to providing a bespoke service for buyers and sellers and are here to help you with your investment strategy and any queries you may have.



Richard H Auterac

A handwritten signature in dark ink that reads "Richard Auterac". The signature is written in a cursive, flowing style.

Richard H Auterac  
Chairman



# Important Information for bidders

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

## Knowing the property

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

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

## The Legal Pack

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

## The contract

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

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

## Pre-auction changes

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

## Responsibilities of the bidder

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

## Absentee bidding

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

## Register your interest

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

## Guide price and reserve

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

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

## Money Laundering Regulations

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

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

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

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

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

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

## Auction day assistance

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

## Auction day amendments

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

## Auctioneer's announcements

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

## Bidding

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

## Buyer's Administration Charge

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

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

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

# Need insurance protection you can trust for your property?

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

**Julian Mungo**

+44 (0)20 3159 4315

+(0)7545 208 760

julianm@aquillaib.co.uk

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

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

  
**acuitus**  
Real Estate Auctioneering & Investment

  
**aquilla**  
INSURANCE BROKERS



# Requirements for bidders and buyers under the Money Laundering Regulations

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

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

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

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

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

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

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

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

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

ID means the originals of

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

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

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



octopus property  
A brighter way

# When you bid, we back you

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

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

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

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

For more information please  
contact Acuitus Finance.

**Stuart Buchanan**

+44 (0)20 7034 4850

M: +(0)7879 432868

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

  
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Real Estate Auctioneering & Investment

## Property listings/(Town A-Z)

**B Lot 26**  
**Barnsley**  
 42, 44, 46 & 48  
 Cheapside, South  
 Yorkshire S70 1RU

**Lot 7**  
**Bedford**  
 11-13 Silver Street,  
 Bedfordshire MK40 1SY

**Lot 38**  
**Bellshill**  
 Earn Avenue, Righead  
 Industrial Estate, ML4  
 3LW

**Lot 33**  
**Bishop Auckland**  
 55 Newgate Street,  
 County Durham DL14  
 7EW

**Lot 12**  
**Broadstairs**  
 Northdown Industrial  
 Park, Northdown Road,  
 St Peters, Kent CT10  
 3JP

**C Lot 35**  
**Chester**  
 10 Watgate Street,  
 Cheshire CH1 2LA

**Lot 6**  
**Chigwell**  
 1 and 1A Brooke  
 Parade, High Road,  
 Essex IG7 6PE

**Lot 16**  
**Cirencester**  
 Units 7-12 Site C,  
 Lakeside Business Park,  
 South Cerney,  
 Gloucestershire GL7  
 5XL

**Lot 8**  
**Cobham**  
 9 High Street, Surrey  
 KT11 3DJ

**E Lot 31**  
**Edinburgh**  
 Unit 2, Craighall Road,  
 EH6 4QS

**Lot 36**  
**Edinburgh**  
 Unit 3, Craighall Road,  
 EH6 4QS

**F Lot 24**  
**Fareham**  
 97-99 West Street,  
 Hampshire PO16 0AS

**G Lot 37**  
**Glasgow**  
 The Caledonian Suite,  
 70 West Regent Street,  
 G2 2QZ

**Lot 30**  
**Gloucester**  
 10 Northgate Street,  
 Gloucestershire GL1  
 1SE

**Lot 34**  
**Gosport**  
 55/59 High Street,  
 Hampshire PO12 1DR

**Lot 32**  
**Grangemouth**  
 3 Roseland Hall, FK3  
 8WJ

**Lot 27**  
**Great Yarmouth**  
 Harry Ramsden's, 11-12  
 Marine Parade, Norfolk  
 NR30 3AH

**I Lot 18**  
**Ipswich**  
 25-27 Tavern Street,  
 Suffolk IP1 3AD

**L Lot 13**  
**Llandudno**  
 101 Mostyn Street,  
 Conwy LL30 2PD

**Lot 11**  
**London E1**  
 Spitalfields Day Nursery  
 and Pre-School, 21  
 Lamb Street,  
 Spitalfields, London E1  
 6EA

**Lot 2**  
**London E11**  
 20 Kirkdale Road,  
 London E11 1HP

**Lot 3**  
**London E11**  
 21 Kirkdale Road,  
 London E11 1HP

**Lot 4**  
**London E11**  
 22 Kirkdale Road,  
 London E11 1HP

**Lot 5**  
**London E11**  
 23 Kirkdale Road,  
 London E11 1HP

**Lot 9**  
**London E6**  
 Lathom Road Medical  
 Centre, 2a Lathom  
 Road, East Ham,  
 London E6 2DU

**Lot 17**  
**London SW19**  
 35 High Street,  
 Wimbledon Village,  
 London SW19 5BY

**Lot 10**  
**London W1F**  
 14/15 D'Arblay Street,  
 Soho, London, W1F  
 8DZ

**Lot 1**  
**London W4**  
 299 Chiswick High  
 Road, Chiswick, London  
 W4 4HH

**Lot 19**  
**Luton**  
 Stuart Hotel, 74 Stuart  
 Street (A505) and 37  
 Upper George Street,  
 Bedfordshire LU1 2SW

**N Lot 23**  
**Newbury**  
 95 Northbrook Street,  
 Berkshire RG14 1AA

**Lot 14**  
**Nottingham**  
 15 St Peter's Gate,  
 Nottinghamshire NG1  
 2JF

**Lot 21**  
**Nottingham**  
 8-10 Bridlesmith Gate,  
 Nottinghamshire NG1  
 2GS

**R Lot 20**  
**Rhyl**  
 White Rose Shopping  
 Centre, High Street,  
 Denbighshire LL18 1EW

**S Lot 28**  
**Scarborough**  
 97-98 Westborough,  
 North Yorkshire YO11  
 1LD

**Lot 22**  
**Stockton-on-Tees**  
 Sordfish House, Falcon  
 Court, Preston Farm  
 Business Park TS18  
 3TS

**Lot 25**  
**Swansea**  
 228 Oxford Street,  
 Glamorganshire SA1  
 3BJ

**W Lot 29**  
**Wigan**  
 13-15 Fleet Street,  
 Orrell, Greater  
 Manchester WN5 0DU

**Y Lot 15**  
**Yeovil**  
 44-46 Middle Street,  
 Somerset BA20 1LX



# Meet The Acuitus Auction Team



**Richard H Auterac**  
Chairman & Auctioneer

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



**Charlie Powter**  
Director

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



**John Mehtab**  
Investment Director

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



**David Margolis**  
Investment Director & Auctioneer

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



**Peter Mayo**  
Investment Director

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



**Billy Struth**  
Graduate Surveyor

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



**George Goucher**  
Graduate Surveyor

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



**Mhairi Archibald**  
Acuitus Scotland

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



**Peter Cunliffe**  
Director & Auctioneer

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

Acuitus  
14 St Christopher's Place  
London W1U 1NH

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



# Lot 1

£18,000 Per Annum  
Exclusive

299 Chiswick High Road,  
**Chiswick, London W4 4HH**

**Freehold Investment**



## Key Details

- Let until 2035 (No breaks)
- Attractive, affluent and highly fashionable West London suburb
- Important Rent Review Outstanding (1)
- No rental arrears
- Approximately 400 metres from Chiswick Park Business park
- Neighbouring occupiers include Cotswold Outdoor, Neptune, Majestic Wine, Halfords, HSBC and Caffè Nero.

## Location

**Miles:** 6 miles west of Central London

**Roads:** A406 (North Circular), M4

**Rail:** Chiswick Park (District Line),  
Turnham Green Station  
(District & Piccadilly Lines)

**Air:** London Heathrow airport,

## Situation

Chiswick is an attractive, affluent and highly fashionable West London suburb, located approximately 6 miles west of Central London and 8 miles east of Heathrow Airport. The property is prominently located on the south side of Chiswick High Road (A315), Chiswick's prime retailing thoroughfare. The property benefits from being less than 150 metres to Chiswick Park Station (District Line), with Turnham Green Station (District & Piccadilly Lines) also a short walk away. The property benefits from being some 400 metres from the major Chiswick Park Business Park which comprises 1,800,000 sq ft of offices, accommodating 10,000 workers from 75 companies ([www.enjoy-work.com/the-park/availability](http://www.enjoy-work.com/the-park/availability)). Neighboring occupiers include Cotswold Outdoor, Neptune, Majestic Wine, Halfords, HSBC and Caffè Nero. Other national retailers located on Chiswick High Road include Waitrose, Starbucks, Boots the Chemist, Gail's Bakery, Greggs and several national bank branches.

## Description

The property comprises a self contained commercial units with ground floor retail accommodation and ancillary accommodation in the basement. The first and second floors comprise residential flats that have been let on long leases.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews/ (Reversion)
Basement	Ancillary	42.76 sq m (460 sq ft)	INDIVIDUAL	20 years from 25/03/2015 until 24/03/2035	£18,000	25/03/2020 (1)
Ground	Retail	38.40 sq m (413 sq ft)				5 yearly rent reviews
First	Residential	1 bed flat	INDIVIDUAL	125 years from 2017	peppercorn	
Second	Residential	1 bed flat	INDIVIDUAL	170 years from 2013	peppercorn	
<b>Total Commercial Floor Area</b>		<b>81.16 sq m (873 sq ft)</b>			<b>£18,000</b>	

(1) As to the March 2020 Rent Review the Seller has served a rent review notice on the tenant proposing a new rent of £28,000 per annum exclusive.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six week completion

### Energy Performance Certificate

See legal pack.



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### Acuitus

**John Mehtab**

+44 (0)20 7034 4855

+44 (0)7899 060 519

[john.mehtab@acuitus.co.uk](mailto:john.mehtab@acuitus.co.uk)

### Acuitus

**Billy Struth**

+44 (0)207 034 4854

+44 (0)7824 705 955

[billy.struth@acuitus.co.uk](mailto:billy.struth@acuitus.co.uk)

### Seller's Solicitors: Sabeers Stone Green

**Layla Khoei**

+44 (0)20 3205 7088

[layla@sabeers.co.uk](mailto:layla@sabeers.co.uk)



## Lots 2-5

Lot 2 - £10,000  
Lot 3 - £12,300  
Lot 4 - £12,000  
Lot 5 - £14,000  
Per Annum

20, 21, 22 & 23 Kirkdale Road, ,  
**London, E11 1HP**

Four Freehold Retail Investments (To be offered as four separate lots)



Lot 2



Lot 3



Lot 4



Lot 5



# Tenancy and accommodation

## Lots 2-5

Lot 2 - £10,000  
Lot 3 - £12,300  
Lot 4 - £12,000  
Lot 5 - £14,000  
Per Annum

### Key Details

- Let to tenants trading as Kingsley & Co Chartered Accountants, Dill India Takeaway, Black Horse Estates and Dog's Dinner
- Four shops to be offered as separate lots
- Includes shop let with recently extended lease (20 Kirkdale Road) and shops let with recent rental increases (20, 21 and 23 Kirkdale Road)
- Directly opposite Leytonstone bus station in popular North-East London Location
- VAT-free investments

### Location

Miles: 6.5 miles north-east of the City of London  
Roads: A12, A406  
Rail: Leytonstone Underground Station (Central Line)  
Air: London City

### Situation

Leytonstone is a popular suburb of east London. The property is located on the east side of Kirkdale Road, less than 100m from Leytonstone Underground Station (Central Line), and directly opposite Leytonstone Bus Station. Nearby occupiers include Sainsbury's, Argos, Subway and Poundland.

### Description

The property comprises four adjoining ground floor shops, each with ancillary accommodation at first floor level.

### Tenure

Each is offered Freehold.

### VAT

VAT is not applicable to these lots.

### Note

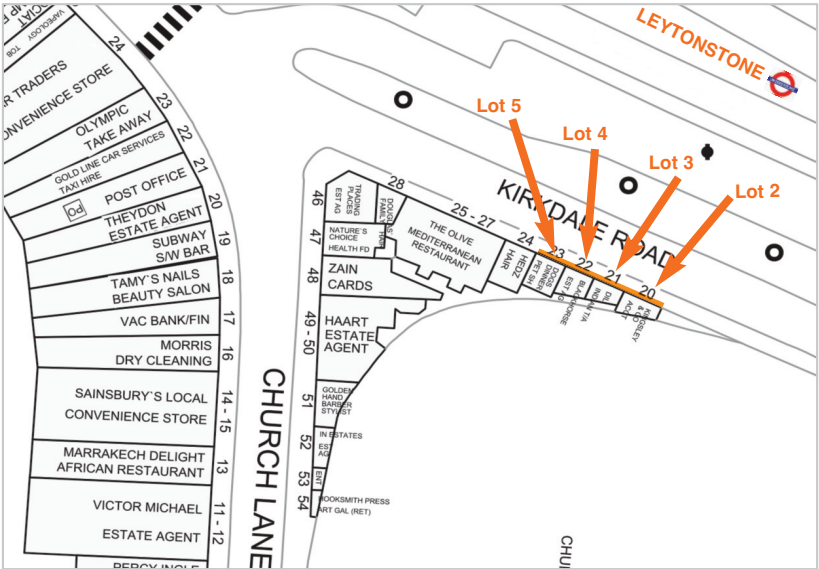
Please note the buyer of each lot will pay 1.5% + VAT of the purchase price towards the Vendor's costs in addition to the cost of the searches. Please see Special Conditions of Sale.

### Energy Performance Certificate

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

Lot	Unit No.	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
2	20	Ground First	Office Ancillary	12.30 sq m 8.60 sq m	(132 sq ft) (93 sq ft)	K. ODAME-DANQUAH t/a Kingsley & Co Chartered Accountants (1)	5 years from 25/03/2020 until 24/03/2025 on a full repairing and insuring lease	£10,000	
3	21	Ground First	Retail Ancillary	13.81 sq m 5.61 sq m	(149 sq ft) (60 sq ft)	A. HAQUE t/a Dill India Takeaway	21 years from 24/06/2013 until 23/06/2034 on a full repairing and insuring lease	£12,300 (2)	24/06/2022 and 3 yearly thereafter
4	22	Ground First	Retail Ancillary	15.77 sq m 10.40 sq m	(170 sq ft) (112 sq ft)	N. H. PATEL t/a Black Horse Estates (3)	10 years from 28/06/2016 until 27/06/2026 on a full repairing and insuring lease	£12,000	28/06/2021
5	23	Ground First	Retail Ancillary	23.32 sq m 14.83 sq m	(251 sq ft) (160 sq ft)	A. HAKKI t/a Dog's Dinner	10 years from 25/12/2014 until 24/12/2024 on a full repairing and insuring lease	£14,000 (4)	

- (1) Kingsley & Co Chartered Certified Accountants and Tax Consultants based in Leytonstone, East London, providing a wide range of accountancy services and advice for business start ups, small and medium size businesses in London and Essex ([www.kingsleyandco.co.uk](http://www.kingsleyandco.co.uk)). The tenant was previously trading at the property under a lease that expired in 24/03/2020. The rent increased from £8,000 pa to £10,000 pa in March 2020.
- (2) The rent increased from £11,000 pa to £12,300 pa in June 2019.
- (3) Black Horse Estates was founded in 2005 and is now a leading residential property company working across local, national and international markets ([www.blackhorseestates.co.uk](http://www.blackhorseestates.co.uk)).
- (4) The rent increased from £12,000 pa to £14,000 pa in December 2019.



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

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Seller's Solicitors: Structadene Group of Companies**  
**James Thomson**  
+44 (0)207 843 9196  
[james.t@pearl-coutts.co.uk](mailto:james.t@pearl-coutts.co.uk)



# Lot 6

£33,000 Per Annum  
Exclusive (4)

## 1 and 1A Brooke Parade, High Road, Chigwell, Essex IG7 6PE

Freehold Retail Investment with Potential



### Key Details

- Let to DP Realty Limited. Guaranteed by Domino's Pizza Group Plc until 2038 (no breaks)
- DP Realty Limited usually trade as Domino's Pizza Takeaway
- Residential upper floors sub let on long lease with 77 years unexpired
- Large yard at the rear
- No Arrears
- Residential redevelopment potential (subject to consents)

### Location

**Miles:** 11 miles north east of Central London  
**Roads:** M11  
**Rail:** Chigwell (Central Line)  
**Air:** London City Airport  
London Southend  
London Stansted  
London Heathrow

### Situation

Chigwell is a highly affluent commuter town just 11 miles from Central London. The property is situated on Brook Parade, parallel to Chigwell High Road and approximately 100 metres from Chigwell underground station (Central line). Nearby occupiers include McColls, Post Office and Volvo Cars, amongst several other well known local traders. The parade benefits from on street parking immediately outside.

### Description

The property comprises ground floor retail accommodation and lower ground floor storage, with a self contained maisonette on the first and second floors which is let on a long lease with 77 years unexpired. The property benefits from a large yard to the rear and may be suitable for further development (subject to consents).

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six week completion

### Energy Performance Certificate

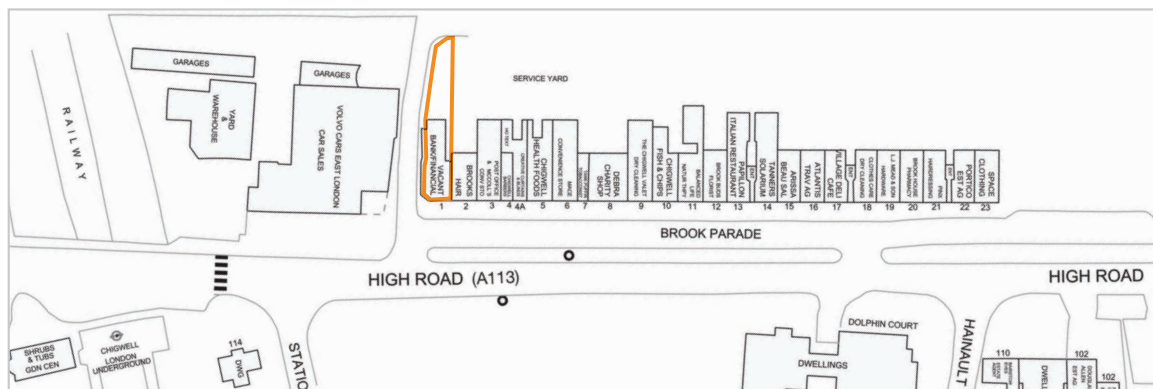
Band E.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Ground	Retail	116.20 sq m (1,251 sq ft)	D P REALTY LIMITED t/a	20 Years from	£33,000 (4)	26/09/2023(3)
Lower Ground	Storage	10.00 sq m (107 sq ft)	Domino's (1) with a	26/09/2018		26/09/2028
First	Residential (5)		guarantee from			and
Second	Residential (5)		Domino's Pizza Group			26/09/2033
			Plc (2) The tenant is not			(25/09/2038)
			currently in occupation.			

**Totals** 126.20 sq m (1,358 sq ft) £33,000 (3)

- (1) For the year ending 30th December 2018, DP Realty Limited reported a turnover of £26,451,000, pre-tax profits of £823,000 and shareholders funds of £4,370,000 (Source: SmartSearch 01/10/2020). Since opening the first Domino's store in the UK in 1985, we now have over 1,000 stores across the country and more than 35,000 team members. Last year, we sold almost 90 million freshly handcrafted pizzas. (Source : www.dominos.co.uk)
- (2) For the year ending 29th December 2019 Domino's Pizza Group Plc reported a turnover of £508,300,000, pre-tax profits of £75,100,000 and shareholders fund of negative £29,600,000 (Source: SmartSearch 02/10/2020).
- (3) The lease provides for the rent to be reviewed in 2023 to the greater of the Annual Rent or the Open Market Rent and for this to be reviewed in 2028 and 2033 to the greater of 105% of the Annual Rent or the Open Market Rent..
- (4) The current rent reserved under the terms of the lease is £31,500 per annum exclusive. The lease provides for the rent to be increased to £32,250 p.a.x from 26th September 2021 and to £33,000 p.a.x from 26th September 2022. The seller will pay the buyer the difference between the £31,500 p.a.x and £33,000 p.a.x from Completion of the Sale to 25th September 2021 and the difference between £32,250 p.a.x and £33,000 p.a.x from 26th September 2021 to 25th September 2022. Therefore the property will provide £30,000 p.a.x from Completion of the Sale.
- (5) The residential maisonette has been sublet for a term of 99 years from 25th December 1998 until 2097 at a rent of £25 per annum.



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

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

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



# Lot 7

£15,000 Per Annum  
Exclusive

## 11-13 Silver Street, Bedford, Bedfordshire MK40 1SY Freehold Retail Investment



### Key Details

- New two year lease from January 2021 (1)
- Modest rebased rent
- New lease subject to mutual rolling break options, with 3 months notice, outside the provisions of the Landlord and Tenant Act 1954
- Large double-fronted shop - circa 4,838 sq ft, with first floor trading
- Tenant in occupation since 1998
- Of interest to investors, owner occupiers and developers with possible change of use opportunities
- Nearby occupiers include Argos, Boots, EE, Greggs, Pandora, Primark, Holland & Barrett, Bodyshop and JD Sports

### Location

**Miles:** 17 miles north-east of Milton Keynes  
29 miles west of Cambridge  
50 miles north of London  
**Roads:** A6, A421, A4280  
**Rail:** Bedford  
**Air:** London Luton

### Situation

Bedford is an attractive and affluent market town approximately 50 miles north of Central London. Bedford is situated in a strategic location, with the A1 just 8 miles to the east. The property is located on the north side of the pedestrianised Silver Street, just a few metres to Harpur Shopping Centre, with retailers including Argos, Boots, EE, Greggs, Pandora, Primark and Vodafone. Other nearby retailers on Silver Street include, Holland & Barrett, The Bodyshop and JD Sports.

### Description

The property comprises a large prominent, double-fronted shop with three storeys, arranged as a ground floor shop, with further sales accommodation on part of the first floor. The remaining first and second floors are arranged as ancillary accommodation.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail/Ancillary	190.08 sq m (2,046 sq ft)	WATERSTONES BOOKSELLERS LIMITED (2)	New lease agreed for a term of 2 years from 09/01/2021, subject to mutual rolling break options (1)	£15,000 (1)
First	Retail/Ancillary	148.00 sq m (1,593 sq ft)			
Second	Ancillary	111.40 sq m (1,199 sq ft)			
<b>Total</b>		<b>449.48 sq m (4,838 sq ft)</b>			<b>£15,000</b>

- (1) The property is currently let for a term of 3 years and 4 months from 3rd January 2019 at the current rent of £40,000 pa, with mutual break options on 9 months notice. The tenant served notice to vacate in March 2020, terminating the current lease in January 2021. A new 2 year reversionary lease has been agreed and is in solicitors hands, to commence from January 2021 at a new rent of £15,000 pa, with mutual rolling break options, subject to 3 months notice. The landlord is not able to exercise a break clause between 1st December - 15th January in any given year of the term.
- (2) For the year ending 27th April 2019, Waterstones Booksellers Limited reported a total turnover of £392,776,000, pre-tax profits of £27,702,000 and shareholders funds of £40,159,000 (source: SmartSearch 25/09/2020).

### Energy Performance Certificate

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



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**Acuitus**  
**David Margolis**  
+44 (0)20 7034 4862  
+44 (0)7930 484440  
[david.margolis@acuitus.co.uk](mailto:david.margolis@acuitus.co.uk)

**Acuitus**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)7513 610710  
[george.goucher@acuitus.co.uk](mailto:george.goucher@acuitus.co.uk)

**Seller's Solicitors: DWF LLP**  
**Helen Pashley**  
+44 (0)113 261 6562  
[helen.pashley@dwf.law](mailto:helen.pashley@dwf.law)



# Lot 8

£67,625 Per Annum  
Exclusive (2)

## 9 High Street, Cobham, Surrey KT11 3DJ

Freehold Retail Investment in Affluent Surrey Commuter Town



### Key Details

- Let to Nero Holdings Limited trading as Caffè Nero
- New 10 year lease from January 2020 (no breaks)
- Prominent location in highly affluent Surrey commuter town
- Nearby occupiers include Cote Brasserie, Crew Clothing, Sainsbury's Local, Sweaty Betty and Mint Velvet

### Location

**Miles:** 18 miles south-west of Central London  
10 miles north-east of Guildford

**Roads:** A3, M25

**Rail:** Cobham & Stoke D'Abernon

**Air:** London Gatwick

### Situation

Cobham is an affluent and attractive Surrey commuter town, located approximately 18 miles south-west of Central London. The town benefits from excellent transport links to the A3 and M25 (J10). The property is located in a prominent position on the east side of High Street. Nearby occupiers include Cote Brasserie, Crew Clothing, Sainsbury's Local, Sweaty Betty and Mint Velvet.

### Description

The property comprises a coffee shop arranged on the ground floor only, benefitting from a rear yard with seating. The upper floors are let on a long lease.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

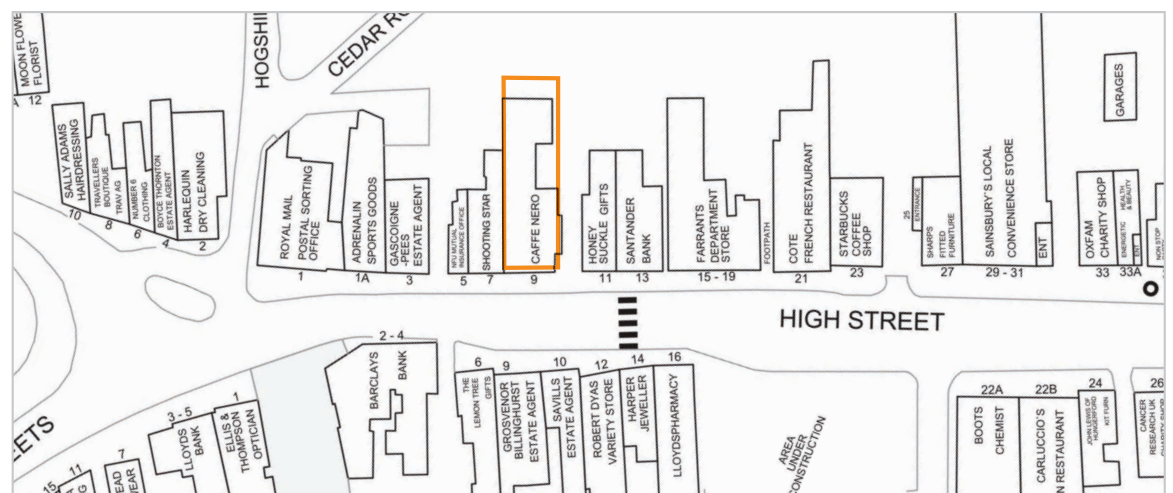
### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Retail	135.49 sq m	(1,458 sq ft)	NERO HOLDINGS LIMITED t/a Caffè Nero (1)	10 years from 20/01/2020 until 19/01/2030 on a full repairing and insuring lease	£67,500 (2)	20/01/2025
First/ Second	Residential	-	(-)	P. J. SEATON	125 years from 24/06/2013 until 23/06/2138	£125	
<b>Total</b>		<b>135.49 sq m</b>	<b>(1,458 sq ft)</b>			<b>£67,625</b>	

- (1) For the year ending 31st May 2019, Nero Holdings Limited reported a turnover of £292,569,000, pre-tax profits of £23,089,000 and shareholders funds of £264,442,000 (source: SmartSearch 02/10/2020).
- (2) Under the terms of the lease, the tenant benefits from a rent free period until 19th October 2020. The rent then rises to £62,500 pa until January 2022, after which the rent rises to £65,000 pa until January 2023, after which the rent rises to £67,500 pa. The Vendor has agreed to adjust the completion monies so that the property produces £67,500 pa from completion until the fixed rental uplift in January 2023.



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

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

**Seller's Solicitors: Charles Russell Speechlys LLP**  
**Mark White**  
+44 (0)20 7427 6556  
[mark.white@crsblaw.com](mailto:mark.white@crsblaw.com)



# Lot 9

£68,120 Per Annum Exclusive

## Lathom Road Medical Centre, 2a Lathom Road, East Ham, London E6 2DU

Freehold Medical Centre Investment



### Key Details

- On behalf of Receivers
- Let to Doctors until 2028 ( Subject to Option)
- Popular Inner London Suburb
- Close to High Street and Underground station.
- Residential conversion potential (subject to Consents)



### Location

**Miles:** 6 miles East of the City of London  
4 miles north east of London Docklands  
2.5 Miles East of Stratford and the Olympic Park

**Roads:** A406 North Circular Road, A13, M25

**Rail:** East Ham Underground Station (District Line)

**Air:** London City Airport. London Southend Airport. London Stansted Airport, London Heathrow Airport

### Situation

East Ham is a busy and popular East London residential suburb. The property is situated on the south side of Lathom Road close to its junction with High Street North the town's main commercial and retailing thoroughfare. Nearby occupiers include Greggs, State Bank of India, Wilko, Ladbroke's and an eclectic mix of local traders.

### Description

The property comprises a medical centre with accommodation on the ground, first and second floors. The property benefits from a car parking space at the front of the property.

### Tenure

Freehold.

### Six Week Completion

### Energy Performance Certificate

See Legal Pack

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Term	Rent p.a.x.	Review
Ground	Surgery	129.39 sq m	(1,393 sq ft)	Let for a term of 20 years from 12th September 2008 until 2028 on a full repairing and insuring lease. (1)	£68,120	12th September 2023
First	Surgery	46.64 sq m	(502 sq ft)			
Second	Surgery	14.55 sq m	(156 sq ft)			
<b>Total</b>		<b>190.58 sq m</b>	<b>(2,051 sq ft) (2)</b>		<b>£68,120</b>	

- (1) The lease is subject to a tenant option to determine the lease on 12th September 2023 on giving 6 month written notice.
- (2) The floor areas stated above have been published by the Valuation Office Agency.  
<https://www.tax.service.gov.uk/business-rates-find/valuations/17265430000>

### Note

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



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

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

**Seller's Solicitors: Eversheds Sutherland**  
**Victoria Proctor/Max Morrison**  
+44 (0)113 200 4027  
[VictoriaProctor@eversheds-sutherland.com](mailto:VictoriaProctor@eversheds-sutherland.com)  
[MaxMorrison@eversheds-sutherland.com](mailto:MaxMorrison@eversheds-sutherland.com)



# Lot 10

£174,450 Per Annum  
Exclusive (plus two  
vacant floors)

14/15 D'Arblay Street, Soho,  
**London, W1F 8DZ**

Prominent Freehold Central London Investment and Refurbishment Opportunity





## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground	Cinema	156.08 sq m	(1,680 sq ft)	MR. YOUNGS	5 years from 25/03/2017	£120,000	Fixed rental uplift to £125,000 pa on 23/03/2021
Basement	Cinema	178.74 sq m	(1,924 sq ft)	PREVIEW THEATRE LIMITED (1) t/a Soho Screening Rooms	until 24/03/2022		
First	Office	111.48 sq m	(1,200 sq ft)	VACANT	-	-	-
Second	Office	72.93 sq m	(785 sq ft)	VACANT	-	-	-
Third	Office	78.97 sq m	(850 sq ft)	AIKEN SPENCE LIMITED t/a Perfect Day Creative Branding Agency	5 years from 14/01/2016 until 13/01/2021 (2)	£31,875	-
Fourth	Office	59.92 sq m	(645 sq ft)	AIKEN SPENCE LIMITED t/a Perfect Day Creative Branding Agency	5 years from 14/01/2016 until 13/01/2021 (2)	£22,575	-
Total		658.12 sq m (7,084 sq ft)				£174,450	

- (1) Soho Screening Rooms have served film, television and media companies for over 50 years and are the only independent trade preview screening complex ([www.sohoscreeningrooms.co.uk](http://www.sohoscreeningrooms.co.uk)). The tenant has been in occupation for about 30 years. A rent deposit of £32,05.92 is held.
- (2) The lease is drawn up outside the provisions of the Landlord & Tenant Act 1954. The tenant has been in occupation for about 15 years.



### Description

The property comprises a five storey building arranged as a cinema preview theatre on the ground & basement floors, with separately accessed offices arranged on the first, second, third and fourth floors.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Planning

The upper floors may be suitable for alternative uses subject to obtaining all the necessary consents. All enquiries should be made via Westminster City Council ([www.westminster.gov.uk/planning](http://www.westminster.gov.uk/planning)).

### Six Week Completion

### Energy Performance Certificate

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

## Lot 10

£174,450 Per Annum  
Exclusive (plus two  
vacant floors)

### Key Details

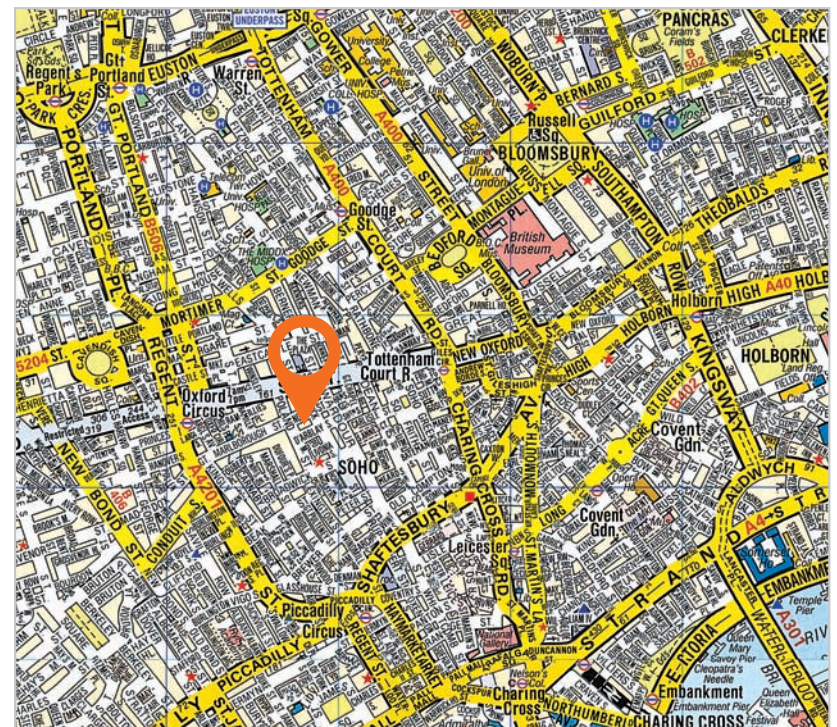
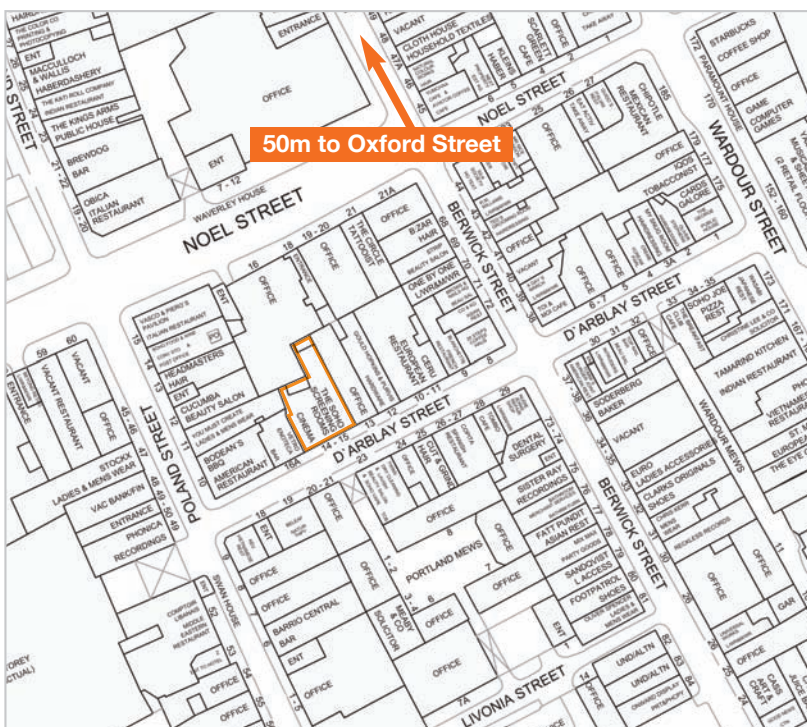
- First time on the market for approximately 40 years
- Comprises a Cinema Preview Theatre and four floors of offices above, totalling about 658.12 sq m (7,084 sq ft)
- Cinema Preview Theatre - in occupation for over 30 years
- Third/fourth floor - tenant in occupation for over 15 years
- Asset Management Opportunities including Imminent Lease Renewal, Refurbishment and Change of Use Potential
- Excellent location in the heart of vibrant Soho
- VAT-free Investment
- Low Capital Value per sq ft on Guide Price (Approx £670 per sq ft)

### Location

**Miles:** 0.3 miles south-east of Oxford Circus  
**Roads:** Oxford Street (A40)  
**Rail:** Oxford Circus (Central, Bakerloo, Victoria Lines), Tottenham Court Road (Central, Northern Lines)  
**Air:** London City, London Heathrow

### Situation

Soho, which forms part of London's West End and is a long established media and entertainment area. The area benefits from excellent rail connections being a short walk from both Oxford Circus (Central, Bakerloo & Victoria Lines) and Tottenham Court Road (Central & Northern Lines, and imminent Crossrail - Elizabeth Line). The property is situated in a very prominent location on the north side of D'Arbly Street, in the heart of Soho, between Berwick Street and Poland Street. Nearby occupiers include numerous restaurants, cafe's and bars.



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

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

**Associate Auctioneer:**  
**Braham Gold**  
**Laurence Braham**  
+44 (0)7740 867079  
[laurence.braham@brahamgold.co.uk](mailto:laurence.braham@brahamgold.co.uk)



**Seller's Solicitors: Freemans Solicitors**  
**Stephen Nelken**  
+44 (0)207 935 3522  
[sn@freemansolicitors.net](mailto:sn@freemansolicitors.net)



# Lot 11

£61,352.80 Per Annum  
Exclusive

## Spitalfields Day Nursery and Pre-School, 21 Lamb Street, Spitalfields, London E1 6EA

Central London Nursery Investment





# Tenancy and accommodation

Lot 11

£61,352.80 Per Annum  
Exclusive

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Day Nursery Outdoor Play Area	270.80 sq m 49.98 sq m	(2,915 sq ft) (538 sq ft)	BRIGHT HORIZONS FAMILY SOLUTIONS LIMITED (1)	15 years from and including 01/06/2013 until 31/05/2028 on an EFRI lease (2)	£61,352.80	01/06/2023 to RPI
Total		320.78 sq m	(3,453 sq ft)			£61,352.80	

- (1) For the year ending 31st December 2018, Bright Horizons Family Solutions Limited reported a turnover of £195,495,000, pre-tax profits of £7,441,000 and shareholder's funds of £143,272,000 (source: SmartSearch 14/09/2020). Bright Horizons Family Solutions is the UK's leading childcare provider, with over 300 community and workplace nurseries across the UK ([www.brighthorizons.co.uk](http://www.brighthorizons.co.uk)).
- (2) The lease is subject to a landlord and tenant option to determine on 01/06/2023.
- NB: Please note that the occupational lease is excluded from the Security of Tenure provisions of the Landlord & Tenant Act 1954.

## Situation

The property is located in Spitalfields, an area of Central London approximately one mile from the City of London, and is famous for its historic markets. The property is located on the north side of Lamb Street, opposite the Old Spitalfields Market and near to Elder Gardens. The property benefits from excellent transport networks and is a short walk to Liverpool Street Station which provides services on the Central, Circle, Hammersmith & City and Metropolitan underground lines, and forthcoming Crossrail (Elizabeth Line), as well as overground services from Liverpool Street and Shoreditch High Street. The property is less than half a mile from Brick Lane Market, with nearby occupiers including Allen & Overy, RBS, Amazon and Nuveen amongst others in the nearby growing Shoreditch tech industry. Nearby retailers and restaurants include All Saints, Dr. Martens, Jigsaw, Nando's, Tesco Express, Office, Lululemon, TAG Heuer, Leon, and a number of independent cafes and restaurants.

## Description

The property comprises a day nursery/children's centre arranged on the ground floor only, forming part of a larger building. The property includes a main office/lobby, play area, baby rooms, kitchen and toilets, as well as an outdoor play area. The main entrance is off Lamb Street with separate access onto Commercial Street. The nursery provides for over 50 children.

## Tenure

Long Leasehold. The Seller will grant a new overriding lease for a term of approximately 120 years from the date of the lease until 09/05/2141 at a peppercorn rent.

## VAT

VAT is applicable to this lot.

## Energy Performance Certificate

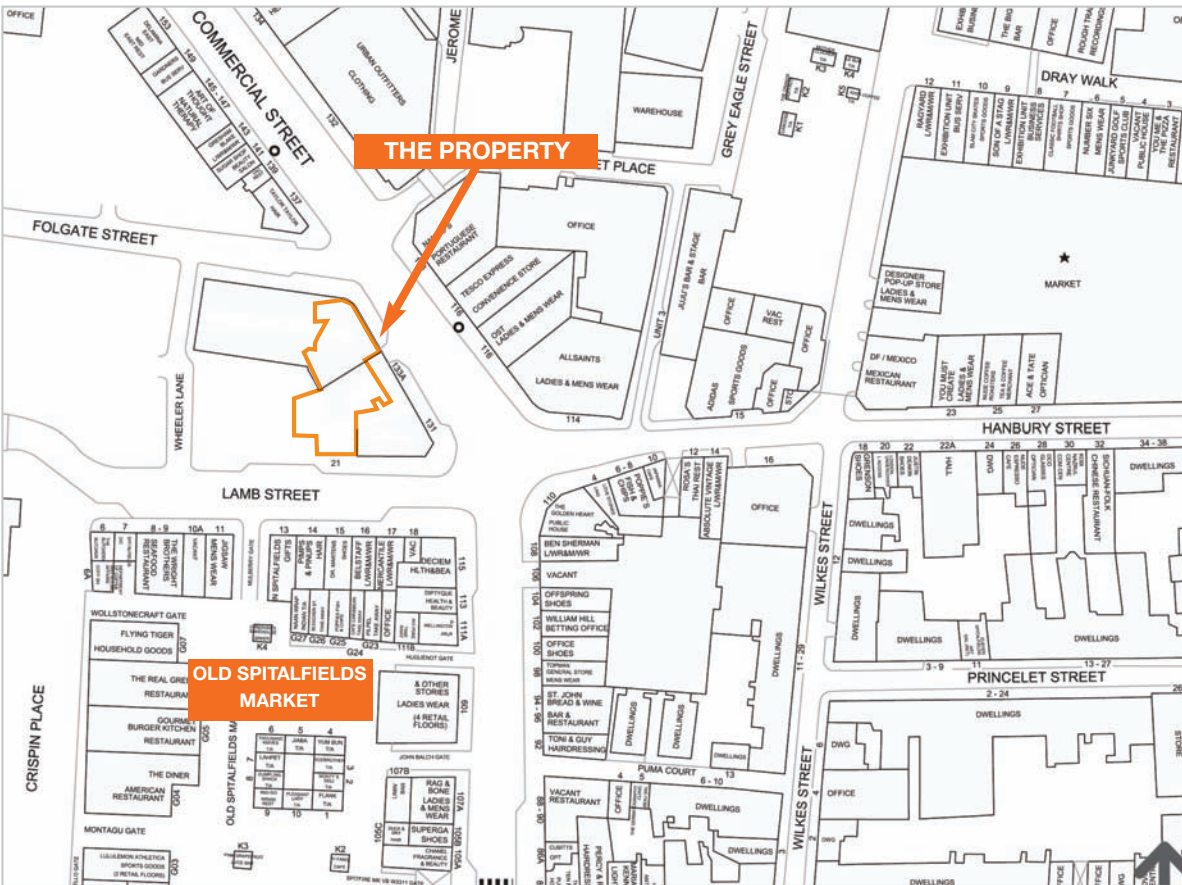
Band C. Please see legal pack at [acuitus.co.uk](http://acuitus.co.uk).

## Key Details

- Let to Bright Horizons Family Solutions Limited, the UK's leading childcare provider
- 15 year lease expiring in May 2028 (subject to landlord and tenant option to determine in June 2023)
- Passing Rent only £17.75 psf
- RPI Rent Review June 2023
- Excluded from the Security of Tenure provisions of the Landlord & Tenant Act 1954
- Opposite Old Spitalfields Market and close to Shoreditch High Street in vibrant and fashionable London location
- Nearby occupiers include Allen & Overy, RBS, Amazon and Nuveen

## Location

- Miles:** 0.2 miles south of Shoreditch High Street Station  
0.4 miles north-east of Liverpool Street Station  
1 mile north-east of the City of London
- Roads:** A501 (Inner Ring Road), A10, A11 & A13
- Rail:** Shoreditch High Street, Liverpool Street Station (Central, Circle, Hammersmith & City and Metropolitan Lines as well as overground services)
- Air:** London City, London Heathrow



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

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

**Seller's Solicitors: Clifford Chance LLP**  
**Alice Raine**  
+44 (0)20 7006 4206  
[alice.raine@cliffordchance.com](mailto:alice.raine@cliffordchance.com)



# Lot 12

£240,350 Per Annum  
Exclusive

Northdown Industrial Park, Northdown Road, St Peters,  
**Broadstairs, Kent CT10 3JP**

**Freehold Multi-let Industrial Investment**

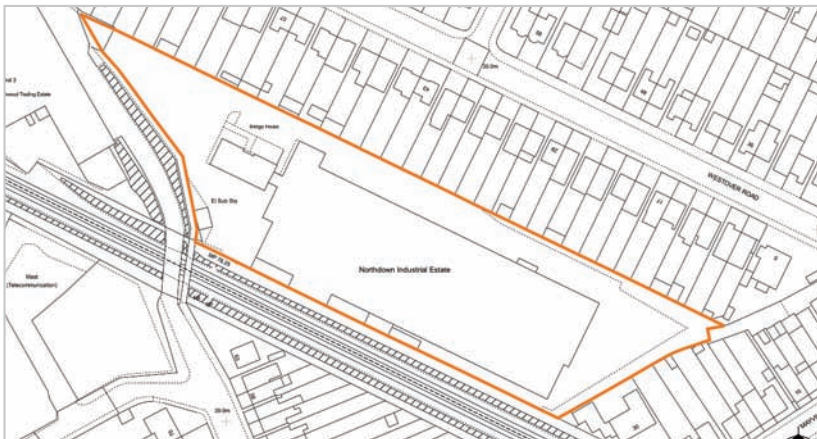




## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews (Reversion)
1	Ground	Industrial	453.08 sq m	(4,877 sq ft)	SOUTH EAST BOTTLING LTD (1)	10 years from 27/01/2020	£23,000	26/01/2025 (26/01/2030)
2	Ground	Industrial	274.80 sq m	(2,958 sq ft)	SOUTH EAST BOTTLING LTD (1)	10 years from 27/01/2020	£15,000 (5)	26/01/2025 (26/01/2030)
3	Ground	Industrial	297.93 sq m	(3,207 sq ft)	SOUTH EAST BOTTLING LTD (1)	10 years from 27/01/2020	£15,000 (5)	26/01/2025 (26/01/2030)
4	Ground	Industrial	301.46 sq m	(3,245 sq ft)	SOUTH EAST BOTTLING LTD (1)	10 years from 27/01/2020	£15,000 (5)	26/01/2025 (26/01/2030)
5	Ground	Industrial	466.73 sq m	(5,024 sq ft)	MICHAELS WHOLESALE FOODS LIMITED (2)	5 years from 10/01/2016	£24,500	(30/09/2021)
6	Ground	Industrial	502.96 sq m	(5,414 sq ft)	MICHAELS WHOLESALE FOODS LIMITED (2)	5 years from 10/01/2016	£26,500	(30/09/2021)
7	Ground	Industrial	298.58 sq m	(3,214 sq ft)	MICHAELS WHOLESALE FOODS LIMITED (2)	5 years from 10/01/2016	£16,000	(30/09/2021)
8	Ground	Industrial	297.19 sq m	(3,199 sq ft)	PC SALES AND INVESTMENTS LIMITED(3)	3 years from 02/11/2019	£16,850	(01/11/2022)
9	Ground	Industrial	326.82 sq m	(3,518 sq ft)	AQUAREAD LIMITED (4)	5 years from 27/11/2019	£19,500	(26/11/2024)
10	Ground	Industrial	554.24 sq m	(5,966 sq ft)	PC SALES AND INVESTMENTS LIMITED (3)	5 years from 10/01/2017	£28,500	(09/01/2022)
11	Ground	Industrial	234.11 sq m	(2,520 sq ft)	AQUAREAD LIMITED (4)	5 years from 09/01/2019	£3,000	(08/01/2024)
12	Ground	Industrial	445.92 sq m	(4,800 sq ft)	AQUAREAD LIMITED (4)	5 years from 09/01/2019	£30,000	(08/01/2024)
Bridge House	Ground	Office	345.22 sq m	(3,716 sq ft)				
Totals			4,799.04 sq m (51,658 sq ft)				£240,350	

- (1) For the year ending 31st December 2018, South East Bottling Limited reported total assets of £823,595, a working capital of negative £153,753 and shareholders funds of £67,352 (Source: SmartSearch 29/09/2020).
- (2) For the year ending 31st October 2019, Michaels Wholesale Foods Limited reported total assets of £692,491, a working capital of £87,095 and shareholders funds of £125,914 (Source: SmartSearch 29/09/2020).
- (3) For the year ending 28th February 2019, PC Sales and Investments Limited reported total assets of £185,388, working capital of £31,863 and shareholders funds of £82,616 (Source: SmartSearch 29/09/2020).
- (4) For the year ending 31st October 2019, Aquaread Limited reported a total turnover of £2,029,835, pre-tax profits of £332,976 and shareholders funds of £550,093 (Source: SmartSearch 29/09/2020).
- (5) As to Units 2, 3 and 4. The current rents reserved under the terms of the lease is £15,000 per annum exclusive per unit. The leases provide for the rents to be increased to £17,500 per annum exclusive per unit in August 2021 for each unit. The seller will pay the buyer the difference between the current rents reserved and £17,500 per annum exclusive from the completion of the sale to 27th August 2021. Therefore the property will produce a total of £240,350 per annum exclusive from the completion of the sale.



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

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

**Seller's Solicitors: Russell-cooke**  
**Clare Thompson**  
+44 (0)7988 728 240  
clare.thompson@russell-cooke.co.uk

# Lot 12

£240,350 Per Annum  
Exclusive

### Key Details

- Includes 12 industrial units and office building
- 100% Let with No Breaks
- Site Approximately 0.893 hectares (2.206 acres)
- Site coverage approximately 48%
- Car parking
- Long term residential redevelopment, subject to consents

### Location

**Miles:** 2.5 miles north of Ramsgate  
17 miles north-east of Canterbury  
70 miles south-east of Central London  
**Roads:** B2053, A256, A299, A2, M2  
**Rail:** Broadstairs Railway Station  
**Air:** Gatwick Airport

### Situation

The property is situated in a predominantly residential area approximately 1 mile north of Broadstairs town centre and railway station.

### Description

The property comprises a rectangular shaped and level site of approximately 0.893 hectares (2.206 acres) upon which is an industrial building separated into 12 units and a two storey office building. The property benefits from a site coverage of approximately 48%. The industrial units have an approximate eaves height of between 3.5 and 6 metres (12 ft and 19ft). The property benefits from car parking and may benefit from long term residential redevelopment subject to consents.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Energy Performance Certificate

See legal pack.



# Lot 13

£150,000 Per Annum  
Exclusive

## 101 Mostyn Street, Llandudno, Conwy LL30 2PD High Yielding Retail Investment



### Key Details

- Let to WH Smith Retail Holdings Limited
- Shop includes town centre's only Post Office
- Large, well configured shop approximately 701.51 sq m (7,551 sq ft) including first floor trading area
- Nearby occupiers include Sainsbury's Local, Poundland, Caffe Nero, The Works and Savers Health and Beauty

### Location

**Miles:** 16 miles west of Rhyl  
33 miles east of Anglesey  
**Roads:** A470, A55  
**Rail:** Llandudno  
**Air:** Liverpool Airport

### Situation

Llandudno is an attractive seaside town in North Wales, approximately 33 miles east of Anglesey. The property is located in a prominent position on the north side of Mostyn Street, the town's main shopping street. Nearby retailers include Sainsbury's, Poundland, Caffe Nero, The Works, Savers Health and Beauty and various banks.

### Description

The property, which is Grade II Listed, comprises a large, well configured double-fronted shop on the ground floor, with further sales accommodation on the first floor. The shop includes the town centres' only Post Office. The basement and second floors are arranged as ancillary accommodation.

### Tenure

Long Leasehold. Held for a term of 2000 years from 30/11/1920 at a fixed head rent of £18 per annum.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

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

### Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
Ground	Retail	343.74 sq m	(3,700 sq ft)	WH SMITH RETAIL HOLDINGS LIMITED (1)	Term of years from 14/08/2009 until 29/05/2022 on a full repairing and insuring lease	£150,000 (2)
First	Retail/Ancillary	163.23 sq m	(1,757 sq ft)			
Basement	Ancillary	124.86 sq m	(1,344 sq ft)			
Second	Ancillary	69.68 sq m	(750 sq ft)			
<b>Total</b>		<b>701.51 sq m</b>	<b>(7,551 sq ft)</b>			<b>£150,000 (2)</b>

(1) For the year ending 31st August 2019, WH Smith Retail Holdings Limited reported a turnover of £187,524,000, pre-tax profits of £116,655,000 and shareholders funds of £614,113,000 (source: SmartSearch 30/09/2020).

(2) The tenant is paying the rent monthly in advance.



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

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

**Seller's Solicitors: DWF LLP**  
**Helen Pashley**  
+44 (0)113 261 6562  
[helen.pashley@dwf.law](mailto:helen.pashley@dwf.law)



# Lot 14

£65,000 Per Annum  
Exclusive

## 15 St Peter's Gate, Nottingham, Nottinghamshire NG1 2JF Freehold Retail Investment



### Key Details

- Let to The White Company (U.K.) Limited on a recently renewed lease from July 2020
- Re-based rent (previous rent £140,000)
- Includes first floor trading accommodation
- Excellent City Centre location
- Nearby retailers include Waterstones, FatFace, Jack Wills, White Stuff, Molton Brown, Ted Baker, Joules, Boss and Reiss

### Location

**Miles:** 15 miles north of Loughborough  
49 miles north-east of Birmingham  
**Roads:** A60, A610, M1  
**Rail:** Nottingham  
**Air:** Birmingham Airport

### Situation

Nottingham, a city located in the East Midlands, is approximately 15 miles north of Loughborough and 49 miles north-east of Birmingham. The city benefits from excellent road links, being less than 10 miles from Junction 25 of the M1 motorway. The property is located in a prominent position on the north side of St Peter's Gate, close to its junction with Bridlesmith Gate. Nearby retailers include Waterstones, FatFace, Jack Wills, White Stuff, Molton Brown, Ted Baker, Joules, Boss and Reiss.

### Description

The property comprises a ground floor shop with further retail accommodation on first floor, and ancillary accommodation on the basement and second floor (accessed via a hatch and disused).

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

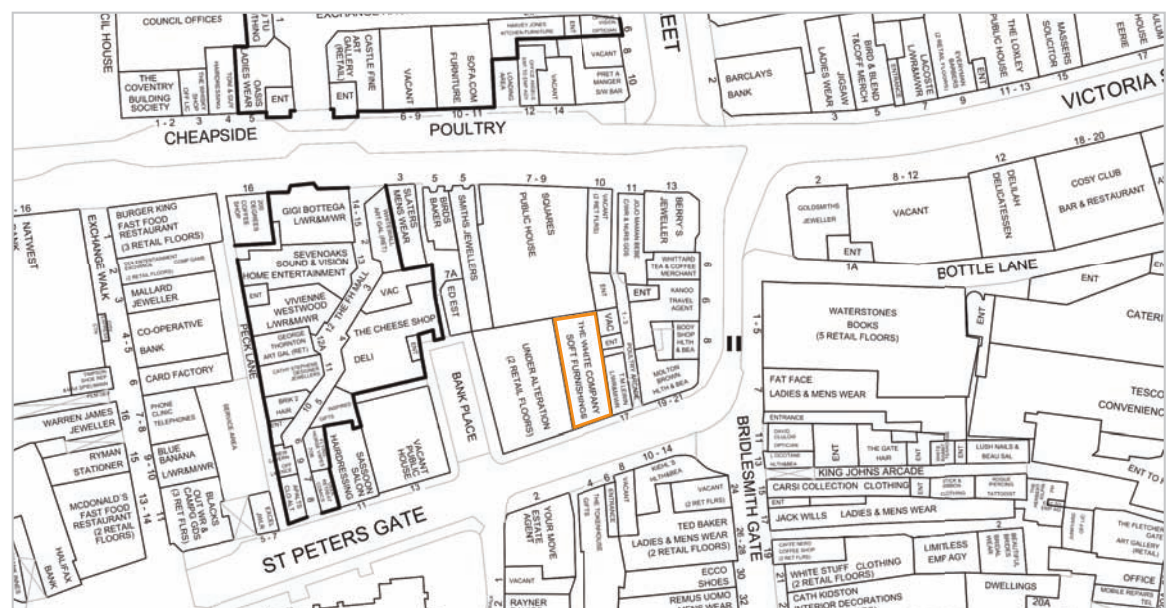
### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail	201.17 sq m (2,165 sq ft)	THE WHITE COMPANY (U.K.) LIMITED (1)	5 years from 01/07/2020 until 30/06/2025 (2) on a full repairing and insuring lease (3)	£65,000
Basement	Ancillary	112.49 sq m (1,211 sq ft)			
First	Retail/Ancillary	158.05 sq m (1,701 sq ft)			
Second	Ancillary/Plant Room	73.18 sq m (788 sq ft)			
<b>Total</b>		<b>544.89 sq m (5,865 sq ft)</b>			<b>£65,000</b>

- (1) For the year ending 3rd August 2019, The White Company (U.K.) Limited reported a turnover of £273,268,000, pre-tax profits of £13,306,000 and shareholders funds of £39,398,000 (source: SmartSearch 02/10/2020).  
(2) The lease is subject to a tenant option to determine the lease on 31/12/2022, subject to 6 months notice.  
(3) Please note that the basement and second floors are subject to a Schedule of Condition.



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

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

**Seller's Solicitors: DWF LLP**  
**Helen Pashley**  
+44 (0)113 261 6562  
[helen.pashley@dwf.law](mailto:helen.pashley@dwf.law)



# Lot 15

£28,335 Per Annum  
Exclusive

44-46 Middle Street,  
**Yeovil, Somerset BA20 1LX**

**Freehold Retail Investment**



## Key Details

- Entirely let to V.E. Limited, Guaranteed by Vision Express (UK) Limited (t/a Vision Express), until 2025 (subject to Note 3)
- 6 month lease extension recently agreed
- Pedestrianised pitch in the heart of the town centre
- Neighbouring occupiers include Boots the Chemist, Waterstones, Primark, Clarks and Nationwide

## Location

**Miles:** 42 miles south of Bristol, 25 miles east of Taunton, 41 miles north-east of Exeter  
**Roads:** A30, A303, M5 (Junction 25)  
**Rail:** Yeovil Junction (Direct to London Waterloo)  
**Air:** Bristol Airport

## Situation

The property is situated in a prominent position on the south side of pedestrianised Middle Street in the heart of the town centre and some 50 metres south of the Quedam Shopping Centre whose occupiers include River Island, Holland & Barrett, H&M Iceland and Topshop. Other neighbouring occupiers include Boots the Chemist, Waterstones, Primark, Clarks and Nationwide.

## Description

The property comprises ground floor retail accommodation together with first and second floor ancillary accommodation. There is a basement which is currently unused and accessed via a trap door. The property benefits from a small yard to the rear.

## Tenure

Freehold.

## VAT

VAT is applicable to this lot.

## Six week completion

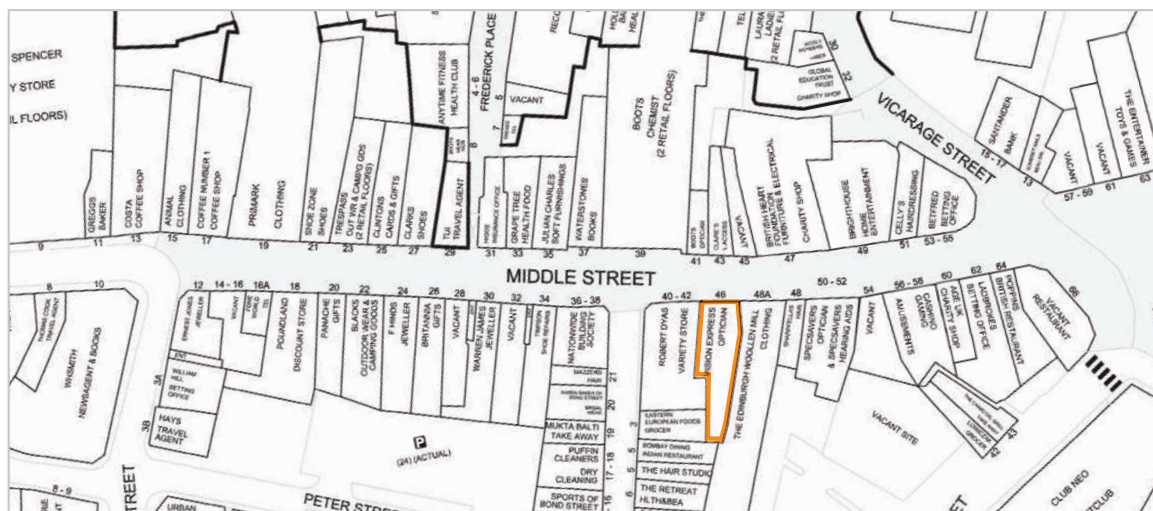
## Energy Performance Certificate

Band E. See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	123.65 sq m (1,331 sq ft)	YEEOIL V.E. LIMITED (1) with a guarantee from Vision Express (UK) Limited (2)	10.5 years from 28/11/2014 (3) on a full repairing and insuring lease	£28,335	27/05/2025 (3)
First	Ancillary	28.33 sq m (305 sq ft)				
Second	Ancillary	30.01 sq m (323 sq ft)				
Basement	Unused	not measured				
<b>Total</b>		<b>181.99 sq m (1,959 sq ft)</b>			<b>£28,335</b>	

- (1) For the year ending 31st December 2018, Yeovil V.E. Limited reported a turnover of £1,073,000, pre-tax profits of £10,000 and shareholders funds of £79,000 (Source: SmartSearch 01/20/2020).
- (2) For the year ending 31st December 2018, Vision Express (UK) Limited reported a turnover of £324,319,000, pre-tax profits of negative £16,533,000 and shareholders funds of £92,655,000 (Source: SmartSearch 01/20/2020). Vision express was founded in 1988 and now has approximately 575 stores across the UK and Ireland (www.visionexpress.com).
- (3) The original lease term was 10 years from 28/11/2014, with a break clause in 2019 which was subsequently removed in return for the landlord reducing the passing rent to the current level of £28,335 p.a.x. The lease currently expires on 27/11/2024 although a 6 month lease extension has been agreed but not yet signed. Once signed the lease expiry will be 27/05/2025. See details in the legal pack.



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

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

**Associate Auctioneer**  
**Stratton Creber Commercial**  
**Damian Cook**  
+44 (0)1392 284234  
damian@scceexeter.co.uk

**Seller's Solicitors: OTB Eveling**  
**Clare Wedderburn**  
+44 (0)1392 823811  
clare.wedderburn@otbeveling.com



# Lot 16

£50,199 Per Annum  
Exclusive

## Units 7-12 Site C, Lakeside Business Park, South Cerney, Cirencester, Gloucestershire GL7 5XL

Multi-let Industrial Investment



### Key Details

- 6 modern industrial units
- Roller shutter doors and parking
- Producing £50,199 p.a. together with a vacant unit
- Asset Management opportunity

### Location

**Miles:** 4 miles south of Cirencester  
10 miles north-west of Swindon  
36 miles north-east of Bristol  
**Roads:** A419, A429, M4, M5  
**Air:** Bristol Airport

### Situation

South Cerney is situated 4 miles south of the historic and attractive town of Cirencester. Cirencester is the largest town in the Cotswolds district, attracting many tourists. The property is prominently situated in a well established industrial and commercial area in South Cerney.

### Description

The property comprises six modern industrial units one of which is currently vacant. The property comprises six modern industrial units, one of which is currently vacant. The property benefits from roller shutter doors and parking.

### Tenure

Virtual Freehold - 999 year lease.

### VAT

VAT is applicable to this lot.

### Six week completion

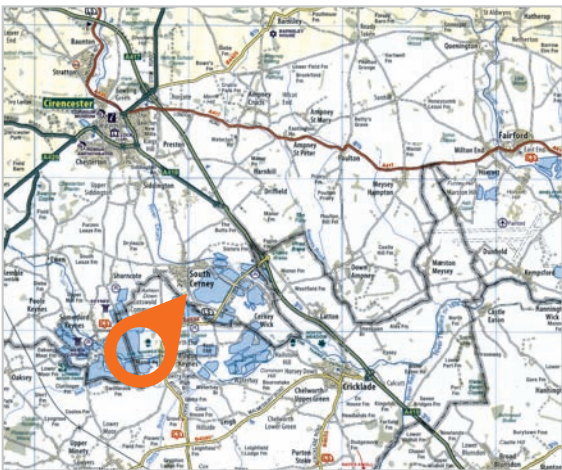
### Energy Performance Certificate

See legal pack.

### Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
7	Ground	Industrial	156.53 sq m	(1,685 sq ft)	EVOLUTION FITNESS PT LIMITED (1)	5 years from 21/07/2016	£22,000	20/07/2021
8	Ground	Industrial	147.25 sq m	(1,585 sq ft)	VACANT POSSESSION			
9	Ground	Industrial	147.25 sq m	(1,585 sq ft)	TRUFFLE HUNTER (2)	Tenancy at will	£12,281	
10	Ground	Industrial	147.25 sq m	(1,585 sq ft)	TRUFFLE HUNTER (2)	4 years from 10/05/2019	£15,768	09/05/2023
11	Ground	Industrial	189.05 sq m	(2,035 sq ft)	JON SHIPMAN CONTRACTING LIMITED	999 years from 07/03/2005	£150	06/03/3004
12	Ground	Industrial	198.34 sq m	(2,135 sq ft)				
Totals			985.67 sq m	(10,610 sq ft)			£50,199	

(1) [www.evolution-fit.co.uk](http://www.evolution-fit.co.uk)  
(2) [www.trufflehunter.co.uk](http://www.trufflehunter.co.uk)



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

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

**Seller's Solicitors: Horsey Lightly Solicitors**  
**Simon Barrett**  
+44 (0)1635 517149  
[sbarrett@horseylightly.com](mailto:sbarrett@horseylightly.com)



**Lot 17**

£72,500 Per Annum

35 High Street, Wimbledon Village,  
**London SW19 5BY**

**Freehold Investment**





# Tenancy and accommodation

Lot 17

£72,500 Per Annum

## Key Details

- Let to Robert Holmes and Company Limited until 2030 (No Breaks)
- Tenant in occupation since 1987
- Less than 1 mile south of the Internationally famous All England Tennis Club
- Highly Affluent South-West London suburb
- Neighbouring occupiers include Fired Earth, David Cuclow Opticians and Caffè Nero

## On Behalf of Trustees

### Location

- Miles:** Less than 1/2 mile from Wimbledon Underground Station & Rail Station  
250 Metres from Wimbledon Common  
less than 1 mile south of All England Tennis Club
- Roads:** A24 A3
- Rail:** Wimbledon Railway Station (less than 1/2 mile away)
- Air:** London Heathrow Airport, London Gatwick Airport

### Situation

Wimbledon is a highly affluent and popular suburb situated in south-west London and 5 miles south-east of Richmond-upon-Thames. The area benefits from excellent communications being adjacent to the A3, the principal arterial route through south-west London. Renowned worldwide for its annual international tennis tournament, Wimbledon is also well established as a commercial and retailing centre, the latter being focused on the Centre Court Shopping Centre, located on The Broadway. The surrounding areas comprise residential, retail and office uses. Wimbledon is home to a number of global company headquarters, including Lidl, Capsticks, Close Brothers and Unibet. Near by occupiers include Cafe Nero, Whistles, Paul, Cote Bistro.

### Description

The property comprises a handsome two storey, double fronted retail building with rear car parking via an undercroft passageway. The ground floor provides retail and office space with the first floor providing ancillary office accommodation.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reviews
Ground First	Retail Office	85.27 sq m	(918 sq ft)	Robert Holmes and Company Limited (1)	15 years from 11/01/2015 on a full repairing and insuring lease	£72,500	2020 2025
		110.48 sq m	(1,189 sq ft)				
Total		195.75 sq m	(2,107 sq ft)			£72,500	

(1) Robert Holmes and Company Limited were incorporated in 1987 and for the years ending 31st March 2019 reported Total Assets of £1,530,465 and Shareholder funds of £1,110,109 and are rated by Experian as "Very Low Risk" (Experian: 11th August 2020). Robert Holmes and Company are an independent estate agent covering Wimbledon, Coombe, Kingston Hill, Mayfair, New Malden and Wandsworth, Based in Wimbledon, Robert Holmes and Company is an established presence at the heart of the Village. Since 1987, www.robertholmes.co.uk/about-us



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

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

**Associate Auctioneer:**  
**Simon Beeton**  
+44 (0)1279 620 225  
scb@dw.co.uk

**Derrick Wade Waters**

**Seller's Solicitors: Nockolds Solicitors**  
**Melissa Harrison**  
+44 (0)1297 755 777  
mharrison@nockolds.co.uk



# Lot 18

£127,500 Per Annum  
Exclusive

25-27 Tavern Street,  
**Ipswich, Suffolk IP1 3AD**  
Freehold Investment





## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
Basement	Ancillary	42.20 sq m	(454 sq ft)	VODAFONE LIMITED (1)	15 years from 29/09/2008	£127,500	28/09/2023
Ground	Retail	86.30 sq m	(929 sq ft)				
First	Ancillary	89.00 sq m	(958 sq ft)				
Second	Ancillary	86.30 sq m	(929 sq ft)				
<b>Totals</b>		<b>303.80 sq m</b>	<b>(3,270 sq ft)</b>			<b>£127,500</b>	

(1) For the year ending 31st March 2019, Vodafone Limited reported a turnover of £5,512,900,000, pre-tax profits of negative £679,500,000 and shareholders funds of £5,848,400,000 (Source: SmartSearch 01/10/2020). Vodafone operates in 26 countries with almost 444 million customers worldwide. Vodafone employs over 13,000 people across the UK (Source: www.vodafone.com 01/10/2020).

(2) The tenant has sublet the property to a Vodafone Franchisee until 25th September 2023 at a current rent reserved of £127,500 p.a.

# Lot 18

£127,500 Per Annum  
Exclusive

### Key Details

- Entirely let to Vodafone Limited
- Prime Pedestrianised Town Centre location
- Neighbouring occupiers include H&M, McDonald's, Lush, Accessorize, O2, Superdrug, iStore and The Body Shop

### Location

**Miles:** 19 miles north-east of Colchester,  
54 miles south-east of Cambridge,  
65 miles north-east of London

**Roads:** A12, A14

**Rail:** Ipswich Railway Station

**Air:** London Stansted Airport

### Situation

Ipswich is the largest town in Suffolk and is a major commercial centre in East Anglia. The property is prominently situated in the heart of the town centre on the northern side of the busy and pedestrianised Tavern Street, close to the entrance of the Sailmakers Shopping Centre. Neighbouring occupiers include H&M, McDonald's, Lush, Accessorize, O2, Superdrug, iStore and The Body Shop.

### Description

The property is an attractive building comprising ground floor retail accommodation and basement, first and second floor ancillary accommodation.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six week Completion

### Energy Performance Certificate

Band C. See legal pack.



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

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

**Associate Auctioneer:**  
**Rob Elliott**  
+44 (0)1782 622 621  
robelliott@lowe-elliott.co.uk

**lowe&elliott**  
CHARTERED SURVEYORS

**Seller's Solicitors: Knights Plc**  
**Tony Earl**  
+44 (0)1782 349 556  
tony.earl@knightsplc.com



# Lot 19

£47,500 Per Annum  
Exclusive with Vacant  
Possession Hotel

Stuart Hotel, 74 Stuart Street (A505) and 37 Upper George Street,  
**Luton, Bedfordshire LU1 2SW**

**Freehold Hotel and Retail Investment**





## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
Stuart Hotel	Part Lower Ground	Ancillary	431.47 sq m	(4,645 sq ft)	VACANT POSSESSION			
	Ground	Hotel/Parking	349.80 sq m	(3,765 sq ft)				
	First	Hotel	550.00 sq m	(5,920 sq ft)				
	Second	Hotel	554.10 sq m	(5,964 sq ft)				
	Third	Hotel	552.70 sq m	(5,949 sq ft)				
37 A and B	Lower Ground	Retail	271.63 sq m	(2,924 sq ft)	A-PLAN HOLDINGS (1)	10 years from 30/04/2020	£32,500	30/04/2025 (29/04/2030)
37 C	Lower Ground	Retail	119.10 sq m	(1,282 sq ft)	DISCOVER ISLAM LUTON LTD.	15 years from 22/12/2011	£15,000	22/11/2021 (2) (21/11/2026)
<b>Totals</b>			<b>2,828.80 sq m</b>	<b>(30,449 sq ft)</b>			<b>£47,500 with Vacant Possession Hotel</b>	

(1) For the year ending 28th February 2019, A-plan Holdings reported a turnover of £101,669,355, pre-tax profits of £31,161,485 and shareholders funds of £56,466,465 (Source: SmartSearch 05/10/2020). A plan have been providing personalised insurance services since 1963 and now have over 80 High Street branches (www.aplan.co.uk).

(2) The 22/11/2016 rent review has not been implemented.

### Note

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



Upper George Street

## Lot 19

£47,500 Per Annum  
Exclusive with Vacant  
Possession Hotel

### Key Details

- On behalf of Receivers
- Includes a 60 room hotel and two Retail units
- Retail tenants include A-plan Holdings until 2030 (no Breaks)
- Includes 16 secure undercroft car spaces
- Prominent and busy location adjacent to A505
- Asset management Opportunity



### Location

**Miles:** 30 miles north of Central London, 20 miles south-east of Milton Keynes,  
**Roads:** A505, A6, M1 (Junction 10/11)  
**Rail:** Luton Rail (direct to London in approximately 35 mins)  
**Air:** London Luton Airport

### Situation

Luton is a well established commercial centre located approximately 30 miles north of Central London. The town benefits from excellent communications being immediately east of the M1 motorway (Junctions 10 and 11), together with London-Luton International Airport. The property is prominently situated on the north side of the busy Stuart Road (A505), 300 metres from the centre of Luton and approximately 0.5 miles from Luton Railway station.

### Description

The property comprises a substantial building with two wings, one with a frontage to Stuart Street (A505) and the other with a frontage to Upper George Street. The property comprises a 60 room hotel on lower ground, ground, first, second and third floors, two retail units fronting Upper George Street and undercroft car parking.

The hotel may be suitable for residential conversion, subject to consents.

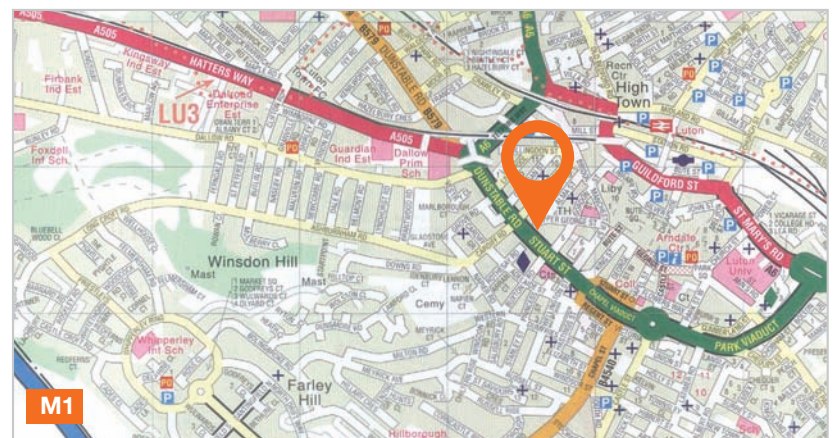
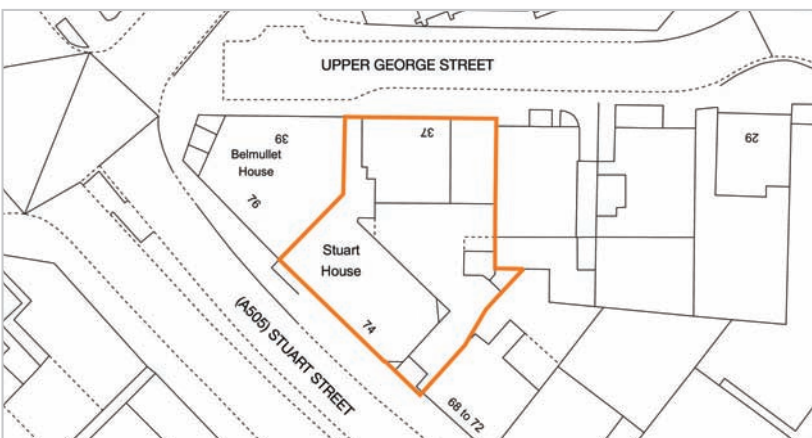
### Tenure

Freehold.

### Six week completion

### Energy Performance Certificate

See legal pack.



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### Acuitus

John Mehtab

+44 (0)20 7034 4855

+44 (0)7833 459 318

john.mehtab@acuitus.co.uk

### Acuitus

Billy Struth

+44 (0)207 034 4854

+44 (0)7824 705 955

billy.struth@acuitus.co.uk

### Seller's Solicitors: Addleshaw Goddard LLP

Natalie Bromley

+44 (0)161 934 6445

natalie.bromley@addleshawgoddard.com



# Lot 20

£553,143 Per Annum  
Exclusive

## White Rose Shopping Centre, High Street, Rhyl, Denbighshire LL18 1EW

Substantial Freehold Shopping Centre Investment of 34 Shops & 270 Parking Spaces





# Lot 20

£553,143 Per Annum  
Exclusive

## Key Details

- Comprises 10,522 sq m (113,268 sq ft) of retail accommodation
- Extensive site of 0.87 Hectares (2.15 Acres)
- Retailers include Superdrug, Iceland, Specsavers, Warren James, JD Sports, Vodafone and Timpson
- Approximately 70% of total floor area let to national multiples
- Approximately 85% of floor area currently let
- Prominent town centre location
- Asset management opportunities and future redevelopment potential (subject to consents)

## Location

**Miles:** 22 miles south-west of Liverpool  
26 miles north-west of Chester  
53 miles west of Manchester

**Roads:** A525, A528, A55 North Wales Expressway, M56

**Rail:** Rhyl Station

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

## Situation

Rhyl is a seaside resort town on the north-east coast of Wales. 22 miles south-west of Liverpool 26 miles north-west of Chester and 53 miles west of Manchester. The property occupies a substantial site in the heart of the town centre with access onto the pedestrianised High Street, West/East Parade (fronting Rhyl seafront) and Church Street. A bus station is located diagonally opposite on East Parade with Rhyl railway station 350 metres to the south.

## Description

The White Rose Shopping Centre was originally constructed in 1984 and comprises a covered scheme with entrances from all the surrounding retail streets. The scheme is currently arranged to provide 34 retail units (although capable of further subdivision) and a 270 space customer car park at first floor level together with a rear service yard. (see [www.whiterosecentre.com](http://www.whiterosecentre.com))

The retail units trade at ground floor level, with some units benefiting from first floor ancillary space. The retail/ancillary accommodation totals 10,522 sq m (113,268 sq ft). Additionally, the property benefits from an approximate site area of 0.87 hectares (2.15 acres).

## Tenancy Information

A full tenancy schedule is available within the solicitors legal pack.

Retailers include EE, The Works, Timpson, Hays Travel, Vodafone, JD Sports, Specsavers, O2, Warren James, Shoe Zone, Yours, Superdrug, Bodycare, Iceland, Boots and B&M Bargains.

Approximately 70% of the total floor area let to national multiples. Approximately 85% of Floor area current let.

## Income

Total (including mall entertainment, vending machines, car parking and advertising etc):  
Current actual and estimated gross income £553,143 per annum.

## Tenure

Freehold.

## VAT

VAT is applicable to this lot.

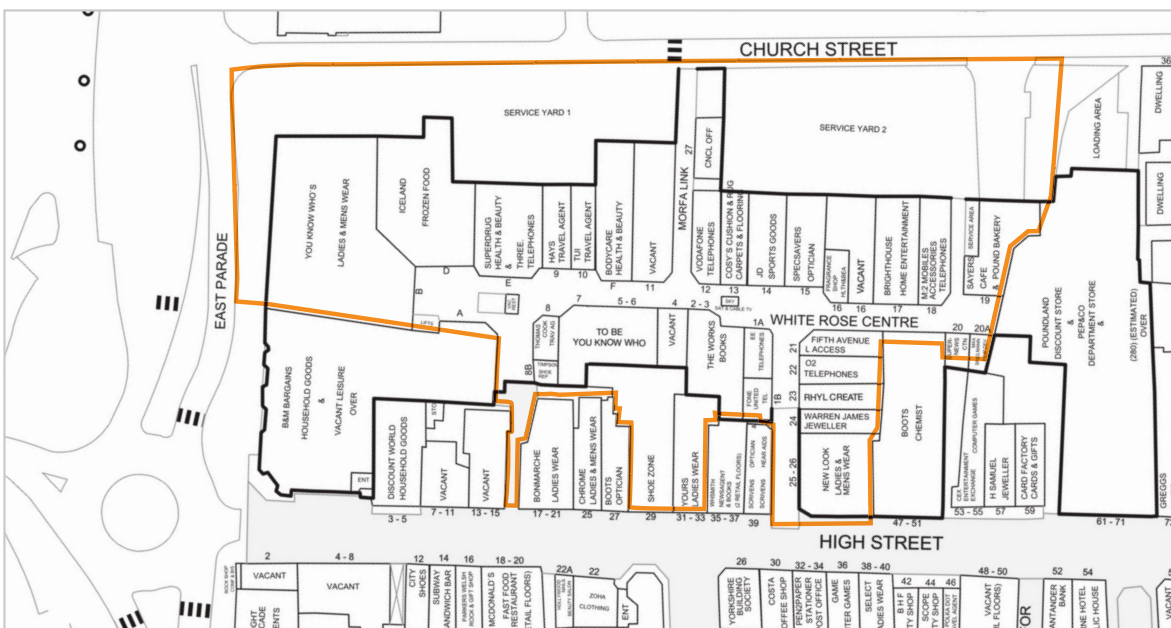
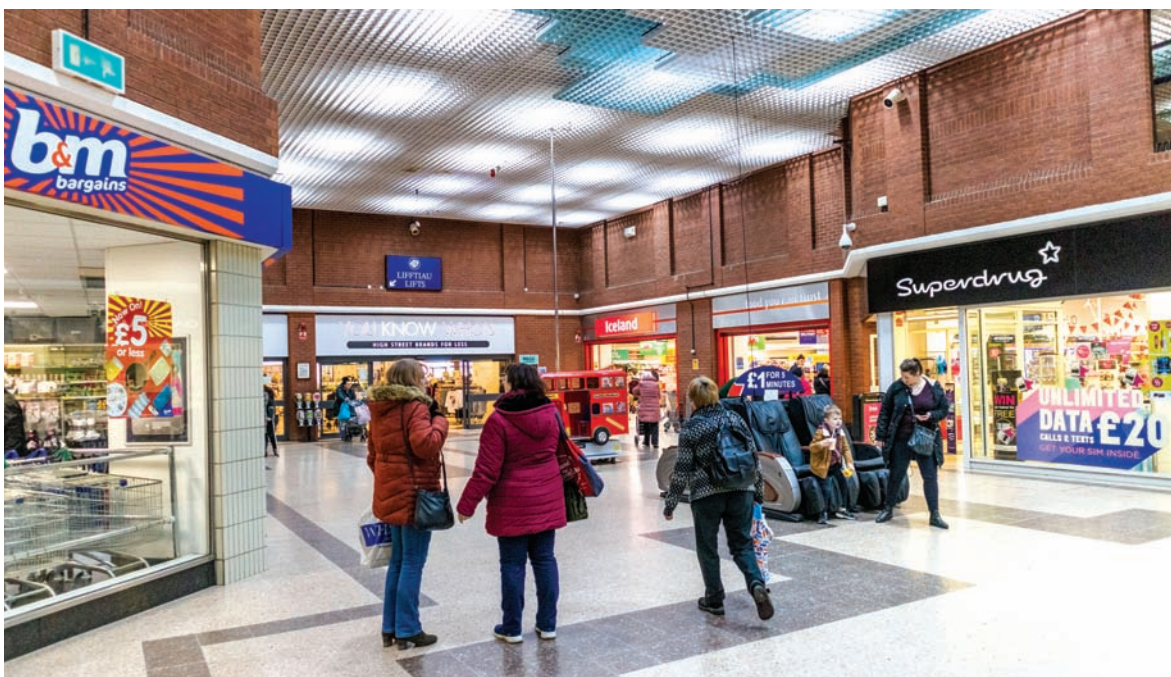
## Planning

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

## Six week Completion

## Energy Performance Certificate

See legal pack.



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

**Acuitus**  
**Billy Struth**  
+44 (0)207 034 4854  
+44 (0)7824 505 955  
[billy.struth@acuitus.co.uk](mailto:billy.struth@acuitus.co.uk)

**Seller's Solicitors: John McKee Solicitors**  
**Donald Thompson**  
+44 (0)28 9023 2303  
[DThompson@jmckee.co.uk](mailto:DThompson@jmckee.co.uk)



# Lot 21

£80,500 Per Annum  
Exclusive

## 8-10 Bridlesmith Gate, Nottingham, Nottinghamshire NG1 2GS

Virtual Freehold Retail Investment



### Key Details

- Let to The Body Shop International Limited
- No Arrears
- City Centre Location
- Nearby retailers include Jack Wills, The White Company, Waterstones, L'Occitane, Jules, Molton Brown, Ted Baker & Hugo Boss

### Location

**Miles:** 14 miles east of Derby  
52 miles north-east of Birmingham  
32 miles South of Sheffield

**Roads:** A52, A60, M1

**Rail:** Nottingham Train Station

**Air:** Birmingham International Airport

### Situation

The property is situated in a strong retailing position on the west side of Bridlesmith Gate, at its junction with St Peters Gate. Neighbouring occupiers include Jack Wills, The White Company, Waterstones, L'Occitane, Jules, Molton Brown, Ted Baker & Hugo Boss.

### Description

The property comprises a self contained ground floor retail accommodation with forms part of a larger attractive Grade II listed building.

### Tenure

Virtual Freehold.

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

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

Band D. See legal pack.

### Note

The adjoining retail unit let to Molton Brown Limited is being offered for sale as Lot 18.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail	57.62 sq m (620 sq ft)	The Body Shop	5 years from 12/04/2019	£80,500
Basement	Ancillary	60.39 sq m (650 sq ft)	International Limited		
<b>Total</b>		<b>118.01 sq m (1,270 sq ft)</b>			<b>£80,500</b>

(1) For the year ending 31st December 2018 The Body Shop International Limited (CRN 01284170) reported a Total Turnover of £806,000,000., Pre tax profits of £20,000,000 and Shareholder funds of £351,000,000 (Experian 26/8/20)



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### Acuitus

John Mehtab

+44 (0)20 7034 4855

+44 (0)7899 060 519

john.mehtab@acuitus.co.uk

### Acuitus

Billy Struth

+44 (0)207 034 4854

+44 (0)7824 705 955

billy.struth@acuitus.co.uk

### Seller's Solicitors: Progeny Corporate Law

Julie Evans

+44 (0)113 4682448

Julie.Evans@theprogenygroup.com



# Lot 22

£12,000 Per Annum  
Exclusive

## Sordfish House, Falcon Court, Preston Farm Business Park, Stockton-on-Tees, TS18 3TS

Restaurant/Café Investment



### Key Details

- Let until 2026 (no breaks) t/a Buddy's Café
- Located within established business park
- Strong road connections via the A66, A19 and A1(M)
- Occupiers within the Business Park include The NHS, AES Seal Plc and Northern Powergrid

### On Behalf of Administrators at Moorfields

### Location

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

### Situation

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

### Description

The property comprises a single storey restaurant/café with the benefit of 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.

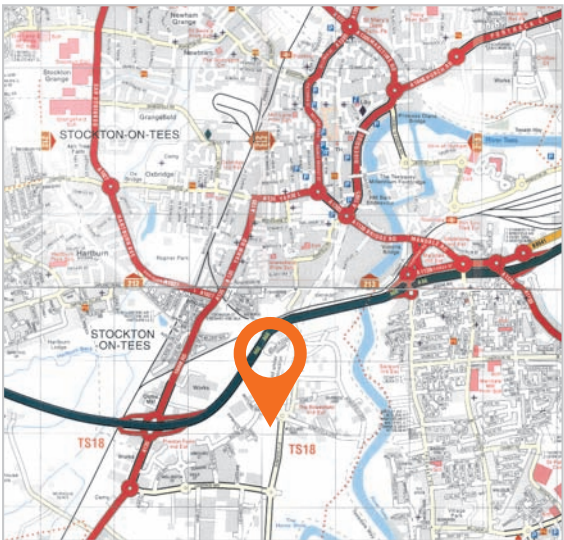
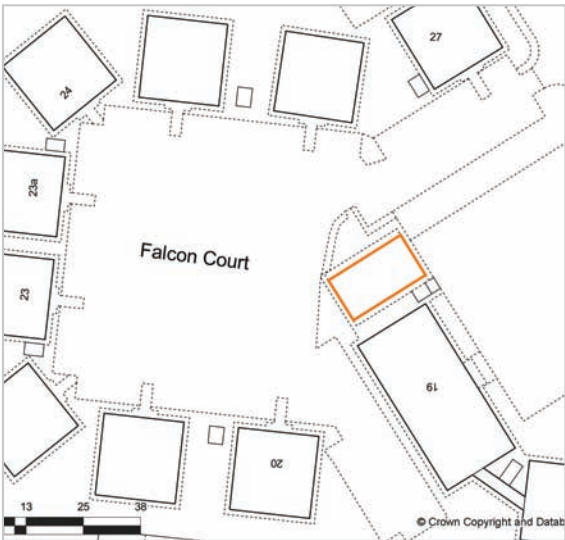
### Six week completion

### Energy Performance Certificate

Band C. See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Reversion
Ground	Restaurant/ Café	136.00 sq m	(1,464 sq ft)	INDIVIDUALS t/a Buddy's Cafe	6 years from 28/09/2020 on a full repairing and insuring lease	£12,000	27/09/2026
Total		136.01 sq m	(1,464 sq ft)			£12,000	



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

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

**Seller's Solicitors: Brecher LLP**  
**James Empson**  
+44 (0)207 563 1039  
jempson@brecher.co.uk



**£3,750 Per Calendar Month (£45,000 p.a.x. Equivalent) (1)(2)**

95 Northbrook Street,  
**Newbury, Berkshire RG14 1AA**  
Freehold Retail and Residential Opportunity



### Key Details

- Comprises a shop with a separately accessed two bedroom maisonette above
- To be let to Hays Travel Limited by way of Tenancy at Will (1)
- Asset Management Opportunities including selling maisonette separately
- Potential to obtain vacant possession of entire property or re-letting the shop to Hays Travel on regular protected tenancy (2)
- Nearby occupiers include FatFace, Superdry, L'Occitane, Hotel Chocolat, Topshop, H&M, Boots the Chemist, Wilko, Pret A Manger, Vision Express and WHSmith

### Location

**Miles:** 15 miles north-west of Basingstoke

17 miles west of Reading

**Roads:** A34, A339, M4

**Rail:** Newbury

**Air:** London Heathrow

## Situation

Newbury is an affluent market town in Berkshire, approximately 15 miles north-west of Basingstoke. The property is located in a prime position on the west side of the pedestrianised Northbrook Street, close to Parkway Shopping Centre, with retailers including FatFace, Superdry, L'Occitane, Hotel Chocolat and H&M. Other nearby retailers on Northbrook Street include Boots the Chemist, Wilko, Pret A Manger, Vision Express and WHSmith.

### Description

The property comprises a ground floor shop with a self contained 2 bedroom maisonette on the first and second floors. The property benefits from a yard to the rear with parking spaces for 2 cars.

## Tenure

Freehold.

## VAT

VAT is applicable to this lot.

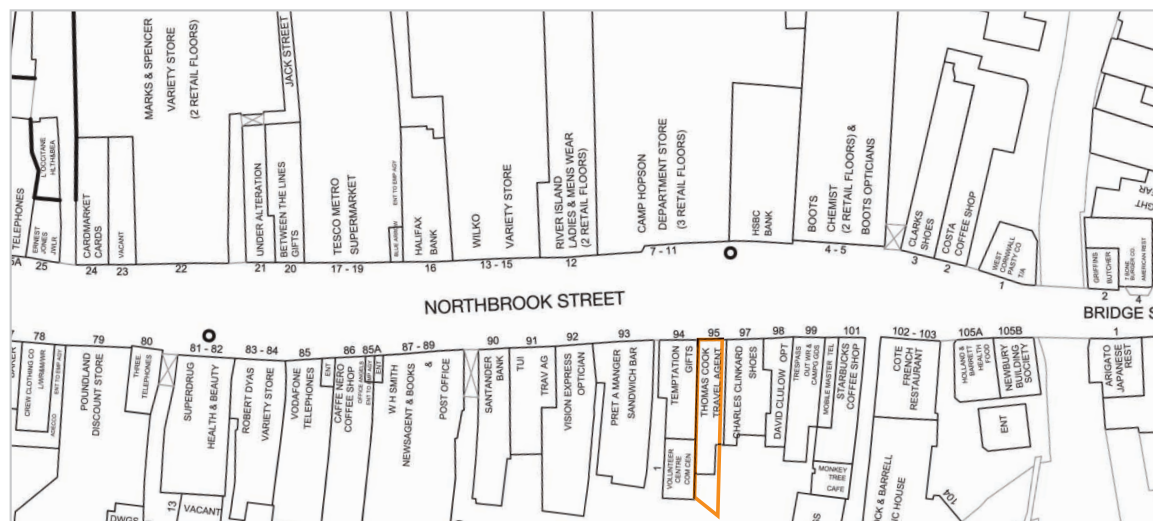
## Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Rent p.a.x.
Ground First/Second	Retail/Ancillary 2 bed maisonette	103.90 sq m -	(1,118 sq ft) (-)	TCCT RETAIL LIMITED (1)	£3,750 pcm (£45,000 pax equivalent) (1) (2)
Total Commercial Area		103.90 sq m	(1,118 sq ft)		

- (1) The entire property is let to TCCT Retail Limited (t/a Thomas Cook (in liquidation)). In October 2019, Hays Travel acquired the entire retail portfolio of 555 Thomas Cook shops. On 28th September 2020, KPMG acting in their capacity as special managers of TCCT Retail Limited (t/a Thomas Cook (in liquidation)), determined Hays Travel current licence to occupy and confirmed that they intended to disclaim the lease held by TCCT Retail Limited (in liquidation). Hays Travel have recently offered to occupy by way of a Tenancy at Will paying £3,750 pcm + VAT. The Seller accepted their offer on 5th October 2020 and Solicitors are instructed to complete the Tenancy at Will - please see legal pack.
- (2) Hays Travel have simultaneously offered to take a formal tenancy of the ground floor only for a term of 10 years from completion, with a rent review and tenant only break option at year 5 at a commencing rent of £40,000 per annum exclusive, payable monthly. A 6 month rent free period has been proposed with a further 3 months rent free if the tenant break option is not exercised. The landlord would be obliged to repair and maintain the building in wind and water right condition with the tenant to keep the interior in good and tenantable condition, subject to a Schedule of Condition - please see legal pack.



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

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

**Associate Auctioneer**  
**Andrew Hoffbrand**  
+44 (0)20 7908 7033  
andrew@hrhretail.com



**Seller's Solicitors:**  
**Goodman Derrick LLP**  
**Dominic Whelan**  
+44 (0)20 7421 7983  
dwhelan@gdlaw.co.uk



# Lot 24

Vacant Possession (1)

97-99 West Street,  
Fareham, Hampshire PO16 0AS

Freehold Retail and Residential Development Opportunity



## Key Details

- Large property comprising 8,706 sq ft (existing)
- Redevelopment and Change of Use Potential - new scheme proposed to include three re-configured retail units with 5 x 1 bedroom apartments and 4 x 2 bedroom apartments above
- Prominent corner location close to Fareham Shopping Centre and Market Quay
- Potential dilapidations opportunity from outgoing tenant on lease expiry
- VAT-free opportunity

## Location

**Miles:** 6 miles north-west of Portsmouth  
11 miles south-east of Southampton  
**Roads:** M27 (J10)  
**Rail:** Fareham  
**Air:** Southampton Airport

## Situation

Fareham is an attractive market town approximately 6 miles north-west of Portsmouth and 11 miles south-east of Southampton. The property is located in a prominent location on the north side of West Street, at its junction with Westbury Road, less than 100m from Fareham Shopping Centre, with retailers including Estee Lauder, Boots the Chemist, JD Sports, B&M, Ernest Jones and Next.

## Description

The property comprises a large, well configured shop with ancillary accommodation on the first floor. The property benefits from good side and rear access.

## Tenure

Freehold.

## VAT

VAT is not applicable to this lot.

## Six Week Completion

## Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession
Ground	Retail	522.74 sq m	(5,627 sq ft)	VACANT (1)
First	Ancillary	286.04 sq m	(3,079 sq ft)	
<b>Total</b>		<b>808.78 sq m</b>	<b>(8,706 sq ft)</b>	

(1) The property is currently let to Argos Limited on FRI terms on a lease expiring 24/12/2020 at a rent of £113,500 per annum. The tenant is not in occupation of the property, having vacated the property in April 2018.

## Planning

A planning application was made in 2019 to reduce the size of the ground floor retail accommodation by dividing it into three separate retail units. The proposal also included two storeys of residential accommodation comprising 5x 1 bed apartments and 4x 2 bed apartments.

A pre-application was made and the response from the planners at the time was positive. Planning Ref: P/19/1202/FP. Copies of the proposed development are available from the legal pack. For additional information, please contact Fareham Borough Council:

T: +44 (0)1329 236100  
E: [devcontrol@fareham.gov.uk](mailto:devcontrol@fareham.gov.uk)



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

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

**Seller's Solicitors: BTMK Solicitors**  
**William Todman**  
+44 (0)1268 774 073  
[william.todman@btmk.co.uk](mailto:william.todman@btmk.co.uk)



# Lot 25

£30,000 Per Annum  
Exclusive

## 228 Oxford Street, Swansea, Glamorganshire SA1 3BJ

### Freehold Charity Shop Investment



#### Key Details

- Let to British Red Cross Society
- Lease expires September 2024
- Prominent City Centre location
- Nearby retailers include Savers Health & Beauty, J. D. Wetherspoon, Greggs, Waterstones, Poundland, Holland & Barrett and H. Samuel

#### Location

**Miles:** 40 miles west of Cardiff  
**Roads:** A483, M4  
**Rail:** Swansea  
**Air:** Cardiff Airport

#### Situation

The property is situated in a prominent location on the north side of Oxford Street, in the heart of Swansea City Centre, close to its junction with Plymouth Street. Nearby retailers include Savers Health & Beauty, J. D. Wetherspoon, Greggs, Waterstones, Poundland, Holland & Barrett and H. Samuel.

#### Description

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

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

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

### Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail	276.32 sq m (2,974 sq ft)	BRITISH RED	10 years from 15/09/2014	£30,000
First	Ancillary	242.34 sq m (2,608 sq ft)	CROSS SOCIETY (1)	until 14/09/2024 on a full repairing and insuring lease (2)	
<b>Total</b>		<b>518.66 sq m (5,582 sq ft)</b>			<b>£30,000</b>

- (1) British Red Cross was founded in 1870 and now operates from over 300 shops across the UK ([www.redcross.org.uk](http://www.redcross.org.uk)). The latest set of accounts filed with the Charity Commission show an income of £243,300,000 and a balance sheet of £177,400,000. See register of charities at [charitycommission.gov.uk](http://charitycommission.gov.uk).
- (2) The lease is subject to a Schedule of Condition.



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

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

**Seller's Solicitors: Morgan La Roche**  
**David Palmer**  
+44 (0)1792 776 796  
[dpalmer@morganlaroche.com](mailto:dpalmer@morganlaroche.com)



# Lot 26

£190,900 Per Annum  
Exclusive

42, 44, 46 & 48 Cheapside,  
**Barnsley, South Yorkshire S70 1RU**

**Pedestrianised Town Centre Freehold Retail Parade Investment**

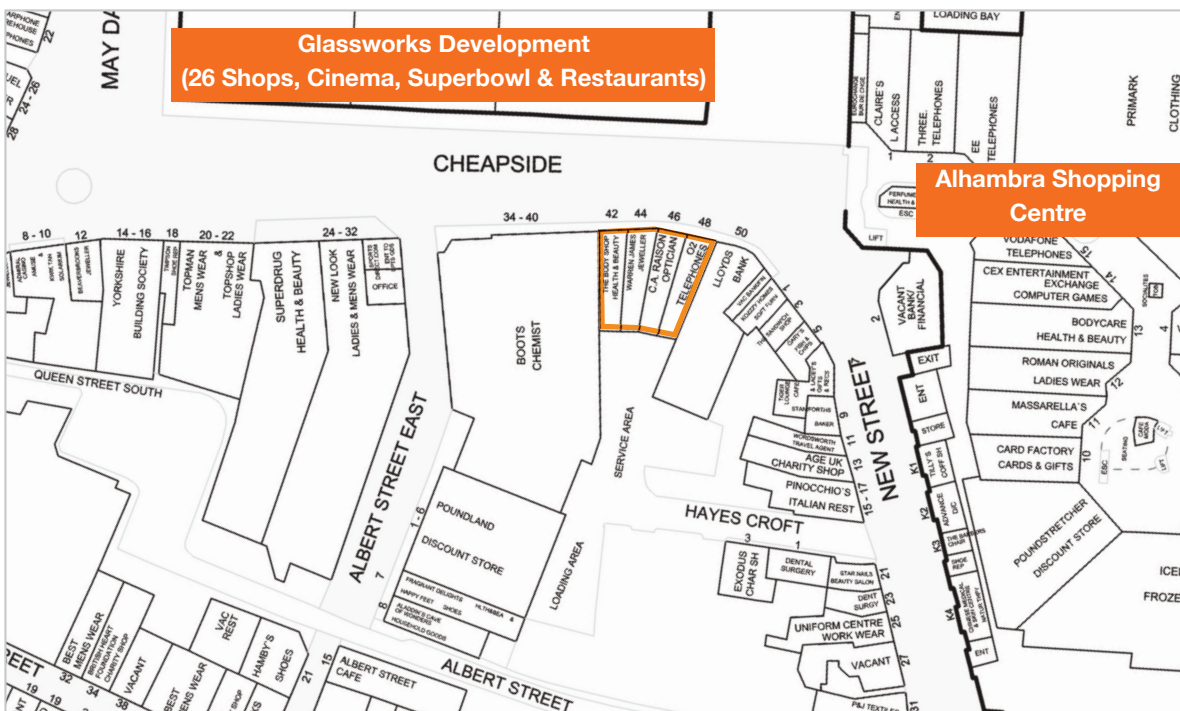




## Tenancy and accommodation

Unit	Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review/ (Reversion)
42	Ground First	Retail Ancillary	72.90 sq m 24.80 sq m	(785 sq ft) (267 sq ft)	The Body Shop International PLC (1)	5 years from 20/07/2016	£50,000	(19/07/2021)
44	Ground First	Retail Ancillary	72.40 sq m 33.40 sq m	(779 sq ft) (360 sq ft)	Warren James (Jewellers) Limited (2)	5 years from 24/06/2017	£35,000	(23/06/2022)
46	Ground First	Retail Ancillary	72.19 sq m 33.26 sq m	(777 sq ft) (358 sq ft)	CA Raison Optica Limited (3)	20 years from 26/08/2008	£62,400	26/08/2023 (25/08/2028)
48	Ground First	Retail Ancillary	71 sq m 35 sq m	(764 sq ft) (376 sq ft)	Telefonica UK Limited (4)	30 years, 8 mths & 22 days from 04/08/1993 (5)	£43,500	(25/04/2024) (5)
Total			414.95 sq m (4,466 sq ft)				£190,900	

- (1) For the year end 31/12/2018 The Body Shop International PLC reported a Turnover of £806,000,000 Pre-tax profits £20,000,000 and Shareholder Funds £351,000,000 (Source: SmartSearch 2/10/2020) (Website: www.thebodyshop.com)
- (2) For the year end 31/03/2019 Warren James (Jewellers) Limited reported a Turnover of £110,000,000 Pre-tax profits £235,552,000 and Shareholder Funds £154,058,000 (Source: SmartSearch 2/10/2020) "...we have become the UK's largest independently owned jewellery chain, with 215 shops. Our expert, enthusiastic people help over 3 million customers every year..." (Website www.warrenjames.co.uk)
- (3) "We are a family run optician established in 1993 in the heart of Barnsley town centre" (Website: www.caraisnopticians.co.uk)
- (4) For the year end 31/12/2019 Telefonica UK Limited reported a Turnover of £5,976,000,000 Pre-tax profits £765,000,000 and Shareholder Funds £2,649,000,000 (Source: SmartSearch 2/10/2020) O2 is a mobile network operator and the principal commercial brand of Telefonica UK Limited, which is part of the global telecommunications group Telefonica S.A. (Website www.o2.co.uk)
- (5) Tenants option to determine on 25/04/2022



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

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

# Lot 26

£190,900 Per Annum  
Exclusive

### Key Details

- Comprises 4 adjoining shops with development potential (6)
- Directly opposite the new Glass Works development (26 shops, a 13-screen Cineworld, Superbowl UK and 7 restaurants)
- Tenants include Warren James, Body Shop, Telefonica & CA Raison Opticians
- Occupiers nearby Boots, Lloyds, New Look, Timpson and Yorkshire Building Society.

### On Instructions of a Major Fund Manager

#### Location

**Miles:** 14 miles north of Sheffield  
20 miles south of Leeds  
35 miles east of Manchester

**Roads:** A635, M1 (Junction 37)

**Rail:** Barnsley Railway Station

**Air:** Robin Hood Doncaster Sheffield  
Leeds/Bradford Airport

#### Situation

The property occupies an excellent trading location in Barnsley town centre, on the western side of the pedestrianised Cheapside directly opposite the Glass Works Shopping Centre. The Glass Works will provide 26 shops, a 13-screen Cineworld, Superbowl UK and 7 restaurants. These, combined with a new library with community facilities, refurbished markets, new public realm and up to 500 car parking spaces sit within a 3.8 hectare site in the very heart of Barnsley town centre (Source: <https://theglassworks.barnsley.com>) Occupiers nearby include, Boots, Lloyds, New Look, Timpson and Yorkshire Building Society.

#### Description

The property comprises 4 separate self contained shops, each with ground floor sales and first floor ancillary accommodation.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

#### Planning

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

#### Six week completion

#### Energy Performance Certificate

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

**Seller's Solicitors: Forsters LLP**  
**Alexandra Townsend-Wheeler**  
+44 (0)207 399 4810  
[alexandra.townsend-wheeler@forsters.co.uk](mailto:alexandra.townsend-wheeler@forsters.co.uk)



# Lot 27

£45,753 Per Annum  
Exclusive

## Harry Ramsden's, 11-12 Marine Parade, Great Yarmouth, Norfolk NR30 3AH

Freehold Restaurant Investment with Long Lease



Historic photo taken 07/09/2019. The property is open and trading, however the tenant is currently undertaking works.

### Key Details

- Prominent sea front position in prime leisure location
- Substantial Property comprising some 761 sq m (8,192 sq ft)
- Let to Deep Blue Restaurants Limited t/a Harry Ramsden's until 2038 (no breaks)
- 5 yearly RPI rent reviews, next due February 2023

### Location

**Miles:** 19 miles east of Norwich  
54 miles north of Ipswich  
74 miles north of Colchester  
**Roads:** A12, A47, A143  
**Rail:** Great Yarmouth  
**Air:** Norwich International Airport

### Situation

Great Yarmouth is a popular seaside town just 20 miles east of Norwich. The property occupies a prime spot on Marine promenade close to the Wellington Pier and The Sea Life Centre. Nearby occupiers include Sea Life Great Yarmouth, Hippodrome Circus and a large number of seaside restaurants and entertainment businesses.

### Description

The property is a substantial four storey building comprising ground and first floor restaurant/ancillary accommodation, with basement, second and third floor ancillary accommodation.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six week completion

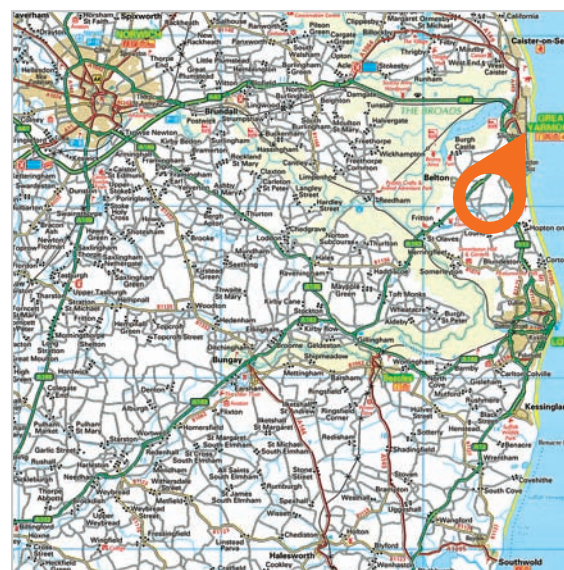
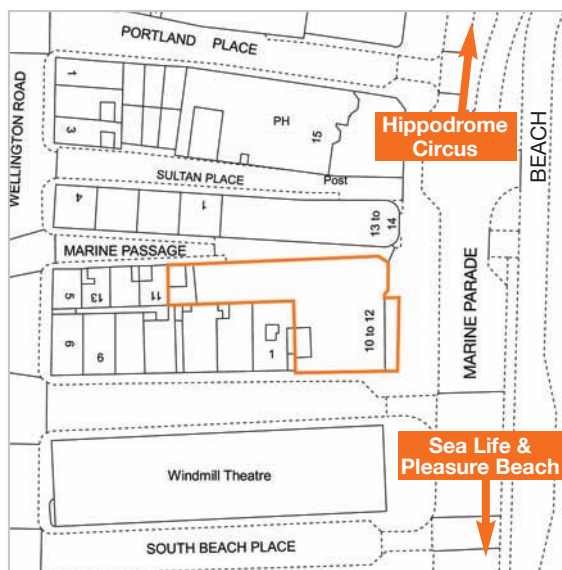
### Energy Performance Certificate

Band E. See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews
Basement	Restaurant/Ancillary	136.20 sq m (1,466.04 sq ft)	DEEP BLUE RESTAURANTS LIMITED (on assignment) t/a Harry Ramsden's (1)	35 Years from 11/02/2003 until 10/02/2038	£45,753	2023 and 5 yearly linked to RPI
Ground	Restaurant/Ancillary	271.24 sq m (2,919.6 sq ft)				
First	Restaurant/Ancillary	210.53 sq m (2,266.13 sq ft)				
Second	Ancillary	120.48 sq m (1,296.84 sq ft)				
Third	Ancillary	22.64 sq m (243.69 sq ft)				
<b>Total</b>		<b>761.09 sq m (8,192.3 sq ft)</b>			<b>£45,753</b>	

(1) For the year ending 25th September 2018, Deep Blue Restaurants Limited reported a turnover of £11,649,226, pre-text profit negative £177,838 and a shareholder's funds of £6,898,131 (Source: SmartSearch 16/09/2020). Deep Blue Restaurants Limited is the nations largest network of fish and chip restaurants and takeaways (www.deepbluerestaurants.com). Harry Ramsden's world famous fish and chips have traded in excess of 90 years and have over 30 outlets throughout the UK (www.harryramsdens.co.uk).



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

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

**Seller's Solicitors: Pinsent Masons LLP**  
**Sherrie Roberts**  
+44 (0)113 294 5276  
sherriemarie.roberts@pinsentmasons.com



# Lot 28

£25,000 Per Annum  
Exclusive

## 97-98 Westborough, Scarborough, North Yorkshire YO11 1LD

Freehold Retail Investment



### Key Details

- New lease from October 2020, expiring in January 2023
- Modest rebased rent
- Property let subject to mutual rolling break options, with 3 months notice, outside the provisions of the Landlord and Tenant Act 1954
- Tenant in occupation since 1998
- Large double-fronted shop with upper parts - circa 5,229 sq ft
- Of interest to investors, owner occupiers and developers with possible change of use opportunities
- Nearby occupiers include Holland & Barrett, Next, O2, Trespas, Boots, Superdrug and WHSmith

### Location

Miles: 17 miles north of Bridlington  
42 miles north-east of York  
Roads: A64, A165, A170  
Rail: Scarborough  
Air: Durham

### Situation

Scarborough is a popular seaside destination on the North East coast of England. The property is located on the north side of the pedestrianised Westborough, opposite the Brunswick Shopping Centre, with retailers including Holland & Barrett, Next, O2 and Trespas. Other nearby retailers include Boots, Superdrug and WHSmith.

### Description

The property comprises a large prominent, double-fronted shop with three storeys, arranged as a ground floor shop, with ancillary accommodation on first and second floors.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
Ground	Retail/Ancillary	205.30 sq m (2,209 sq ft)	WATERSTONES	A term of years from 03/10/2020 expiring 08/01/2023 (2) on a full repairing and insuring lease	£25,000
First	Ancillary	174.70 sq m (1,880 sq ft)	BOOKSELLERS		
Second	Ancillary	102.90 sq m (1,140 sq ft)	LIMITED (1)		
<b>Total</b>		<b>485.90 sq m (5,229 sq ft)</b>			<b>£25,000</b>

- (1) For the year ending 27th April 2019, Waterstones Booksellers Limited reported a total turnover of £392,776,000, pre-tax profits of £27,702,000 and shareholders funds of £40,159,000 (source: SmartSearch 25/09/2020).
- (2) The property was let by way of a lease renewal for a term of 10 years from 05/02/2015 expiring on 04/02/2025 with a tenant only break option on 04/02/2020. The lease was re-geared in February 2020 for a term of 3 years at £45,000 pa with mutual break options exercisable on 6 months notice. The tenant served notice to vacate in March 2020, terminating the lease in October 2020. The new lease has been completed commencing on 03/10/2020, to expire on 08/01/2023 subject to mutual rolling break options on 3 months notice. Neither party can exercise the break clause between 1st December and 15th January in any given year of the term.



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

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

**Seller's Solicitors: DWF LLP**  
**Helen Pashley**  
+44 (0)113 261 6562  
[helen.pashley@dwf.law](mailto:helen.pashley@dwf.law)



# Lot 29

£27,602 Per Annum  
Exclusive

## 13-15 Fleet Street, Orrell, Wigan, Greater Manchester WN5 0DU Freehold Retail Investment with Fixed Rental Increases



### Key Details

- Let to Martin McColl Limited until 2032
- 2% per annum compounded rental increases
- Prominent and well located retail site & within 600m of 3 schools
- Neighbouring occupiers include KFC, Boots Pharmacy and William Hill
- Orrell town centre car park is located immediately at the rear of the property.
- Vat-Free Investment

### Location

**Miles:** 2 miles west of Wigan  
18 miles north-east of Liverpool  
20 miles east of Manchester

**Roads:** A557, M6, M58

**Rail:** Orrell Railway Station

**Air:** Manchester International Airport

### Situation

Orrell is approximately 2 miles west of Wigan town centre at the junction of the M6 and the M58 motorways. The property is prominently situated on the east side of Fleet Street, close to the busy junction with Ormskirk Road (A577), with neighbouring occupiers including KFC, Boots Pharmacy and William Hill.

### Description

The property comprises a detached building with retail accommodation on the ground floor and ancillary accommodation in the basement. Orrell town centre car park is located immediately behind the property.

### Tenure

Freehold.

### VAT

VAT is not applicable to this lot.

### Six Week Completion

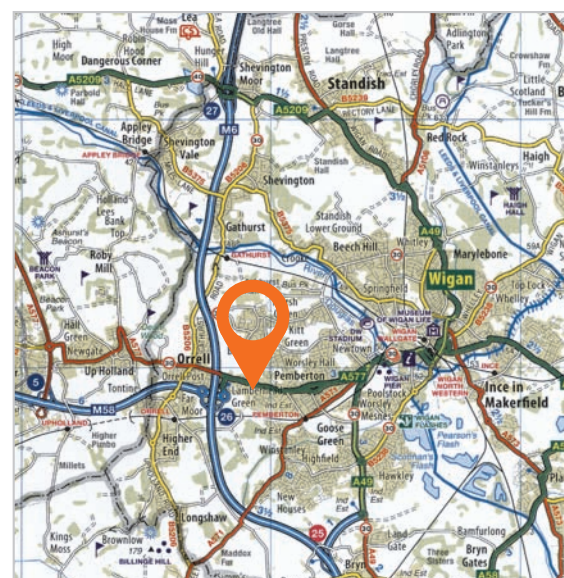
### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reviews
Ground	Retail	103.86 sq m (1,118 sq ft)	MARTIN MCCOLL LIMITED (1) (Not in occupation)	20 years from 16/04/2012 until 2032 on a full repairing and insuring lease (2)	£27,602	16/04/2022 and 5 yearly (fixed rental increases at 2% per annum compounded)
Basement	Ancillary	84.91 sq m (914 sq ft)				
<b>Total</b>		<b>188.77 sq m (2,032 sq ft)</b>			<b>£27,602</b>	

- (1) For the year ending 25 November 2018, Martin McColl Limited reported a turnover of £835,333,000, pre-tax profits of £34,718,000 and shareholders funds of £218,271,000 (Source: SmartSearch 26/08/2020) With around 1,400 convenience stores and newsagents across England, Scotland and Wales (Source: [www.mccolls.co.uk](http://www.mccolls.co.uk))
- (2) The lease provides for 5 yearly rent reviews with fixed rental increases at 2% per annum compounded.



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### Acuitus

Peter Mayo

+44 (0)20 7034 4864

+44 (0)7833 459 318

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

### Acuitus

Billy Struth

+44 (0)20 7034 4854

+44 (0)7824 705 955

[billy.struth@acuitus.co.uk](mailto:billy.struth@acuitus.co.uk)

### Seller's Solicitors: KBL

Zaheer Ahmed

+44 (0)1204 558287

[zahmed@kbl.co.uk](mailto:zahmed@kbl.co.uk)



# Lot 30

£37,650 Per Annum  
Exclusive

## 10 Northgate Street, Gloucester, Gloucestershire GL1 1SE Pedestrianised Town Centre Freehold Retail Investment



### Key Details

- Pedestrianised City Centre Location
- Diagonally opposite TK Maxx & HSBC
- Let to Telefonica UK limited
- Comprises 5,069 sq ft
- 2020 Break NOT exercised

### Location

**Miles:** 8 miles south-west of Cheltenham  
29 miles south of Worcester  
35 miles north-east of Bristol

**Roads:** M5 (Junction 11, 11A and 12), A430, A38

**Rail:** Gloucester Railway Station  
(London Paddington 1 hour 55 minutes)

**Air:** Bristol Airport

### Situation

The property is located in the heart of Gloucester City centre on the pedestrianised Northgate Street close to its junction with Eastgate & Westgate streets. Eastgate & Kings Walk shopping centres and associated car parking are close by. Gloucester Cathedral is 250 metres to the north and Gloucester railway is 400 metres to the east. Nearby occupiers include Pandora, HSBC, TK Maxx, Costa, McDonalds, B&M, Yorkshire Bank and Sports Direct.

### Description

The property comprises a ground floor shop with 3 floors of ancillary accommodation above.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six week completion

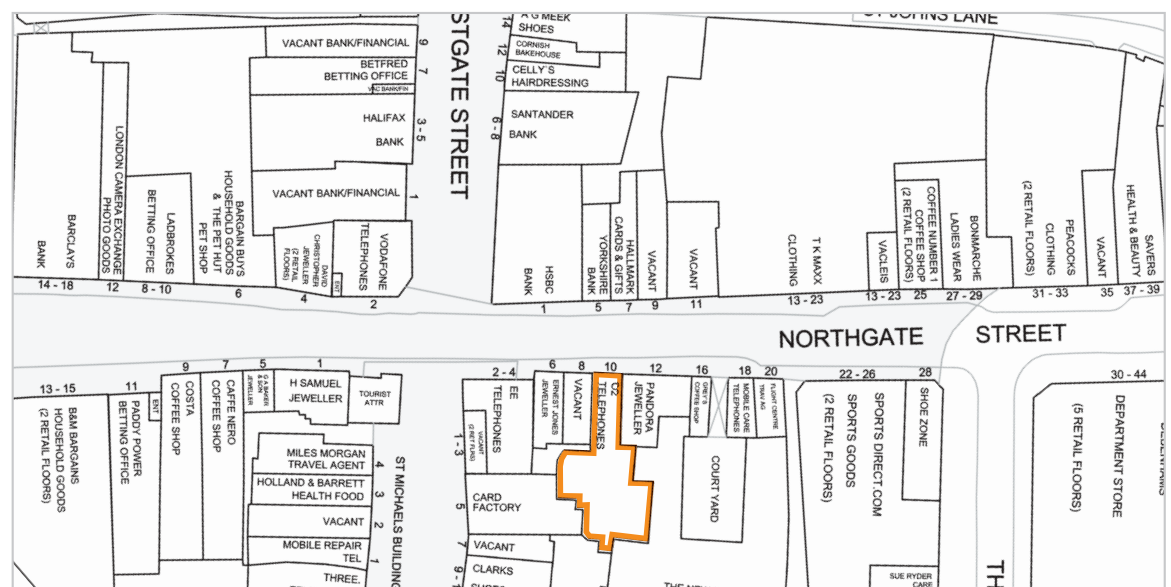
### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Reversion
Ground	Retail	204.85 sq m (2,205 sq ft)	Telefonica UK	5 years from 24/10/2017 on a full repairing and insuring lease (2)	£37,650	32/10/2022
First	Ancillary	180.46 sq m (1,942 sq ft)	Limited (t/a 02)			
Second	Ancillary	42.82 sq m (461 sq ft)	(1)			
Third	Ancillary	42.82 sq m (461 sq ft)				
<b>Total</b>		<b>470.95 sq m (5,069 sq ft)</b>			<b>£37,650</b>	

- (1) For the year end 31/12/2019 Telefonica UK Limited reported a Turnover of £5,976,000,000 Pre-tax profits £765,000,000 and Shareholder Funds £2,649,000,000 (Source: SmartSearch 2/10/2020)  
O2 is a mobile network operator and the principal commercial brand of Telefónica UK Limited, which is part of the global telecommunications group Telefónica S.A. (Website [www.o2.co.uk](http://www.o2.co.uk))
- (2) Tenants option to determine 23rd October 2020 NOT exercised.



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

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

**Seller's Solicitors: Walker Morris LLP**  
**Lucy Elsom**  
+44 (0)113 283 4524  
[lucy.elsom@walkermorris.co.uk](mailto:lucy.elsom@walkermorris.co.uk)



# Lot 31

Vacant

Unit 2, Craighall Road,  
**Edinburgh, EH6 4QS**  
Heritable development opportunity



## Key Details

- Development opportunity in the affluent suburb of Trinity in Edinburgh
- Located to adjacent to Sainsbury's Local with on street parking
- Planning consent for three residential flats
- Fully refurbished to shell condition
- Low capital value
- Potential for alternative uses such as gym, healthcare and trade counter (subject to planning)

## Location

**Miles:** 2 miles north of Edinburgh city centre  
47 miles east of Glasgow  
**Roads:** A1  
**Rail:** Waverley Station  
**Air:** Edinburgh Airport

## Situation

Craighall Road links Ferry Road (one of the main routes linking Edinburgh city centre and the A1) to the waterfront to the north of Edinburgh city centre. Located in Trinity, the property is situated adjacent to Sainsbury's Local and Trinity Academy, one the largest secondary schools in the city.

## Description

With a dedicated entrance from Craighall Road, the property comprises the rear ground floor of a larger building. Fitted out to shell specification, Unit 2 has consent to be developed into 3 residential units. Full plans are available in the legal pack for this property.

## Tenure

Heritable.

## VAT

VAT is applicable to this lot.

## Viewings

Please contact Mhairi Archibald (07718899341)

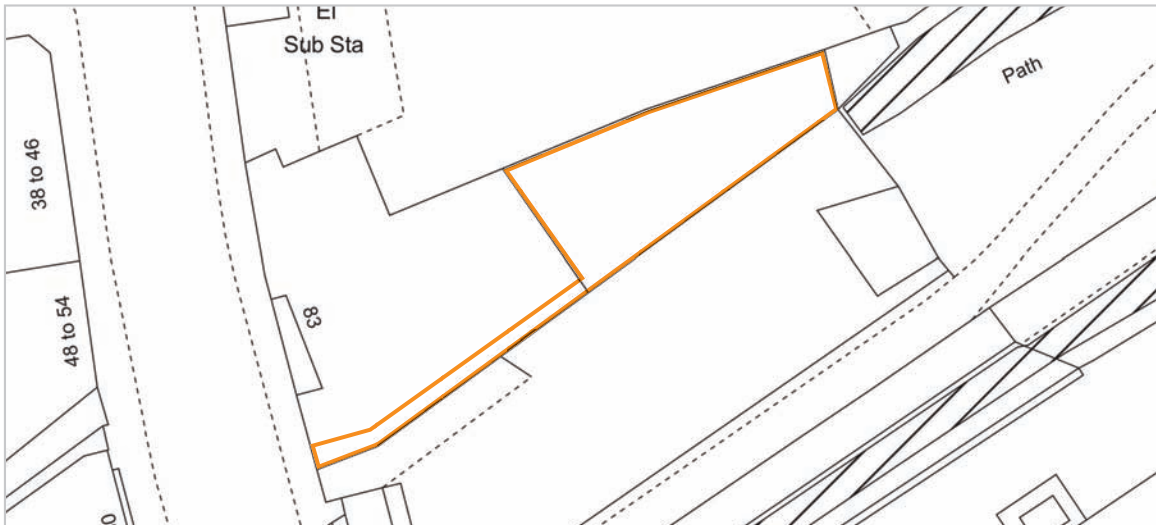
## Six week completion is available

## Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Floor Areas (Approx)		Possession
Rear Ground Floor	232.30 sq m	(2,500 sq ft)	Vacant
<b>TOTAL</b>	<b>232.30 sq m</b>	<b>(2,500 sq ft)</b>	



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

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

**Associate Auctioneer**  
**Graham & Sibbald**  
**Murdo McAndrew**  
+44 (0)7799159665  
[Murdo.McAndrew@g-s.co.uk](mailto:Murdo.McAndrew@g-s.co.uk)

**Seller's Solicitors:**  
**Shepherd and Wedderburn LLP**  
**Lewis Quinn**  
+44 01224 343 548  
[lewis.quinn@shepwedd.com](mailto:lewis.quinn@shepwedd.com)



# Lot 32

£132,997.80 Per Annum  
Exclusive (1)

## 3 Roseland Hall, , Grangemouth, FK3 8WJ

Heritable Serviced Office Investment



### Key Details

- Well located adjacent to the motorway junction at Earls Gate in Grangemouth
- Attractive Art Deco style building
- Serviced office with high occupancy
- On site car parking
- Nearby occupiers include Calachem, Asda (Distribution) and the popular Kelpies visitor attraction.

### Location

**Miles:** 20 miles from Edinburgh  
28 miles from Glasgow  
12 miles from Stirling

**Roads:** M9, M876

**Rail:** Falkirk Grahamston Railway Station  
Polmont Railway Station

**Air:** Edinburgh Airport

### Situation

Grangemouth is the location of one of Europe's largest petrochemical plants and is home to one of Scotland's main ports. The town is located between Edinburgh and Glasgow and benefits from direct links to the M9 motorway and its proximity to Falkirk.

The property is prominently situated on the north side of the M9 motorway, immediately adjacent to Earls Gate Motorway junction. Occupiers nearby include Calachem, Asda (Ambient Distribution) and Earls Court Business Park (with occupiers including Fujii film, Samskip and Axiom Engineering). Nearby facilities including Grange Manor Hotel & Restaurant, Cadgers Brae Public House, McDonalds and a BP petrol filling station.

### Description

The property is a sensitively refurbished art deco building with on site carparking (the building is heritable with surrounding car parking and grounds held on a long leasehold, please see the legal pack for further information). There are individual business units ranging from 216 sq ft to 3,000 sq ft (20 sq m to 278 sq m) over the ground and first floors.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

## Tenancy and accommodation

Units	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.
1-21	1,457.08 sq m (15,684 sq ft)	Various	Various (2)	£132,997.80
<b>TOTAL</b>	<b>1,457.08 sq m (15,684 sq ft)</b>			<b>£132,997.80(1)</b>

(1) this is the gross rental figure. Please see the Legal pack for further information  
(2) All licence information can be found in the legal Pack

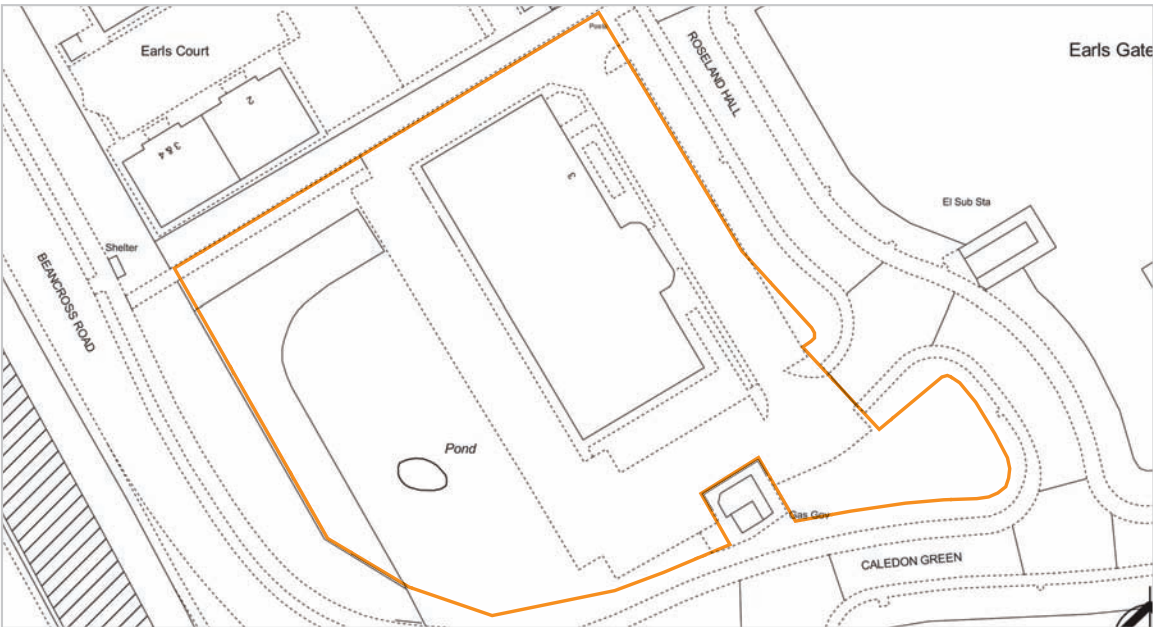
### Viewings

Please contact Mhairi Archibald  
(+44 (0)77188 99341)

**Six week completion is available**

### Energy Performance Certificate

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



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

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

**Seller's Solicitors: Curle Stewart**  
**Philip Curle**  
+44 (0)141 227 6200  
Philip@curlestewart.co.uk



# Lot 33

£7,000 Per Annum  
Exclusive

## 55 Newgate Street, Bishop Auckland, County Durham DL14 7EW Freehold Retail Investment



### Key Details

- Recently renewed lease to Salvation Army Trading Company Ltd
- 10 year lease renewal from July 2020 (subject to option)
- Prominent position on Newgate Street
- Nearby retailers include Heron Foods, Holland & Barrett, Boots the Chemist, Savers, Vodafone and Poundland

### On Behalf of Trustees

#### Location

**Miles:** 10 miles south of Durham  
11 miles north-west of Darlington  
**Roads:** A68, A688, A1(M)  
**Rail:** Bishop Auckland  
**Air:** Newcastle Airport

#### Situation

Bishop Auckland is a market town approximately 10 miles south of Durham. The property is situated on the east side of Newgate Street, opposite its junction to Great Gates, and just a short walk to Newgate Shopping Centre. Nearby retailers on Newgate Street include Heron Foods, Holland & Barrett, Boots the Chemist, Savers, Vodafone and Poundland.

#### Description

The property comprises a two storey building arranged as a ground floor shop with ancillary accommodation on the first floor.

#### Tenure

Freehold.

#### VAT

VAT is applicable to this lot.

#### Six Week Completion

#### Energy Performance Certificate

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

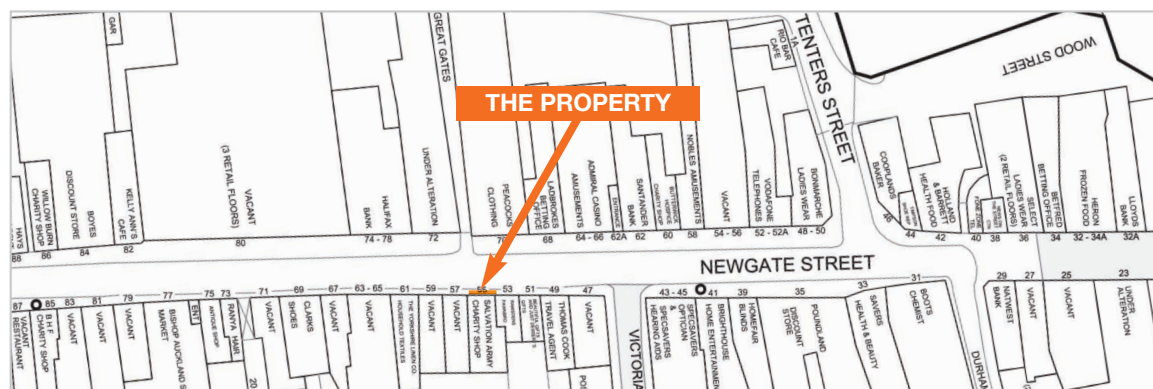
## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.	Review
Ground	Retail	104.60 sq m	(1,126 sq ft)	SALVATION ARMY TRADING COMPANY LIMITED (1)	10 years from 26/07/2020 until 25/07/2030 (2) on a full repairing and insuring lease	£7,000 (3)	26/07/2025
First	Ancillary	43.70 sq m	(470 sq ft)				
<b>Total</b>		<b>148.30 sq m</b>	<b>(1,596 sq ft)</b>			<b>£7,000</b>	

- (1) For the year ending 31st March 2019, Salvation Army Trading Company Limited reported a total turnover of £54,317,884, pre-tax profits of £6,753,953 and shareholders funds of £17,291,528 (source: SmartSearch 29/09/2020).
- (2) The lease is subject to a tenant option to determine on 26/07/2025.
- (3) Under the terms of the lease, the tenant is paying half rent from the start of the lease until 25/01/2021. The Vendor has agreed to adjust the completion monies, so that the property effectively produces £7,000 pa from completion until the fixed rental uplift in January 2021.

#### Note

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



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

**Acutis**  
**George Goucher**  
+44 (0)20 7034 4860  
+44 (0)5713 610 710  
[george.goucher@acutis.co.uk](mailto:george.goucher@acutis.co.uk)

**Seller's Solicitors: Structadene Group of Companies**  
**James Thomson**  
+44 (0)20 7843 9196  
[james.t@pearl-coutts.co.uk](mailto:james.t@pearl-coutts.co.uk)



# Lot 34

£33,750 Per Annum  
Exclusive

## 55/59 High Street, Gosport, Hampshire PO12 1DR

Freehold Retail Parade Investment



### Key Details

- Prominent High Street Location
- Three Ground Floor Retail Units
- Tenants include Card Factory and VPZ
- Asset Management Opportunity to let vacant shop
- Nearby Occupiers Include Superdrug, Boots, Poundland, Barclays, Costa Coffee and Holland & Barrett

### Location

**Miles:** 3 miles west of Portsmouth  
15 miles south of Southampton  
82 miles South of London

**Roads:** A3 (M), M27, A32

**Rail:** Portsmouth Harbour Railway Station

**Air:** Southampton Airport

### Situation

The Gosport ferry provides quick access to Portsmouth Harbour Railway Station (regular services to London Waterloo) as well as Gun Wharf Quays Shopping Centre and Historic Naval Shipyards. The property is located in Gosport Town Centre on the pedestrianised High Street (which holds an active street market). There are a number of public car parks close by. Nearby occupiers include Superdrug, Boots, Poundland, Barclays, Costa Coffee and Holland & Barrett.

### Description

The property comprises three ground floor retail units with the first and second floors sold off on a 999 year lease.

### Tenure

Freehold.

### VAT

VAT is applicable to this lot.

### Six Week Completion

### Energy Performance Certificate

See legal pack.

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant	Term	Rent p.a.x.	Review/ (Reversion)
55 Ground	Retail / Ancillary	175.95 sq m (1,894 sq ft)	SPORTSWIFT LIMITED t/a Card Factory (1)	5 years from 29/09/2019	£18,750	(28/09/2024)
57 Ground	Retail	141.77 sq m (1,526 sq ft)	VACANT POSSESSION			
59 Ground	Retail	106.55 sq m (1,147 sq ft)	CCHG LIMITED t/a VPZ (2)	10 years from 21/02/2020 (3)	£15,000	20/02/2030 (20/02/2025)
55-59 First Second	Residential	not measured	Individual	999 years from 10/06/2019	Peppercorn	(09/06/3018)
<b>Totals</b>		<b>424.27 sq m (4,567 sq ft)</b>			<b>£33,750</b>	

- (1) For the year ending 31st January 2019, Sportswift Limited reported a turnover of £417,167,000, pre-tax profits of £66,206,000 and shareholders funds of £27,574,000 (Source: SmartSearch 30/09/2020).
- (2) For the year ending 31st December 2018, CCHG Limited reported a turnover of £26,397,173, pre-tax profits of £1,441,487 and shareholders funds of £4,781,750 (Source: SmartSearch 30/09/2020).
- (3) The lease provides for a tenant option to determine in 2023 and 2025.



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

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

**Associate Auctioneer**  
**Osmond Brookes**  
**Jeremy Braybrooke**  
+44 (0)23 8000 2020  
jeremy.braybrooke@osmondbrookes.co.uk

**Seller's Solicitors:**  
**Debenhams Ottaway LLP**  
**Ruth Boulton**  
+44 (0)1923 857 171  
rlb@debenhamsottaway.co.uk



# Lot 35

Vacant

## 10 Watergate Street, Chester, Cheshire CH1 2LA City Centre Retail Opportunity



### Key Details

- Prominent pedestrianised City Centre location close to Eastgate Street, Northgate Street and Bridge Street
- Approximately 111.20 sq m (1,197 sq ft)
- Grade II Listed - no empty rates
- Of interest to owner occupiers and investors
- Located between The Grosvenor and The Forum Shopping Centre
- Close to Reiss, Sainsbury's, Ernest Jones, FatFace, Pandora, Waterstones, Jack Wills and Jo Malone
- Historic City Centre

### Location

**Miles:** 17 miles south-east of Liverpool  
37 miles south-west of Manchester  
**Roads:** A51, A55, A56, M53, M56  
**Rail:** Chester  
**Air:** Liverpool Airport

### Situation

Chester is an affluent and attractive walled city approximately 17 miles south-east of Liverpool. The property is situated in a prominent position on the north side of the pedestrianised Watergate Street in the heart of the City Centre. The property is a short walk to The Forum Shopping Centre which includes Chester Market and close to The Grosvenor Shopping Centre. Nearby retailers include Reiss, Sainsbury's, Ernest Jones, FatFace, Pandora, Waterstones, Jack Wills and Jo Malone.

### Description

The property comprises a prominent shop fronting Watergate Street, arranged on the ground floor only.

### Tenure

Long Leasehold. Held for a term of 125 years from 29th September 1988 at a peppercorn rent.

### VAT

VAT is applicable to this lot.

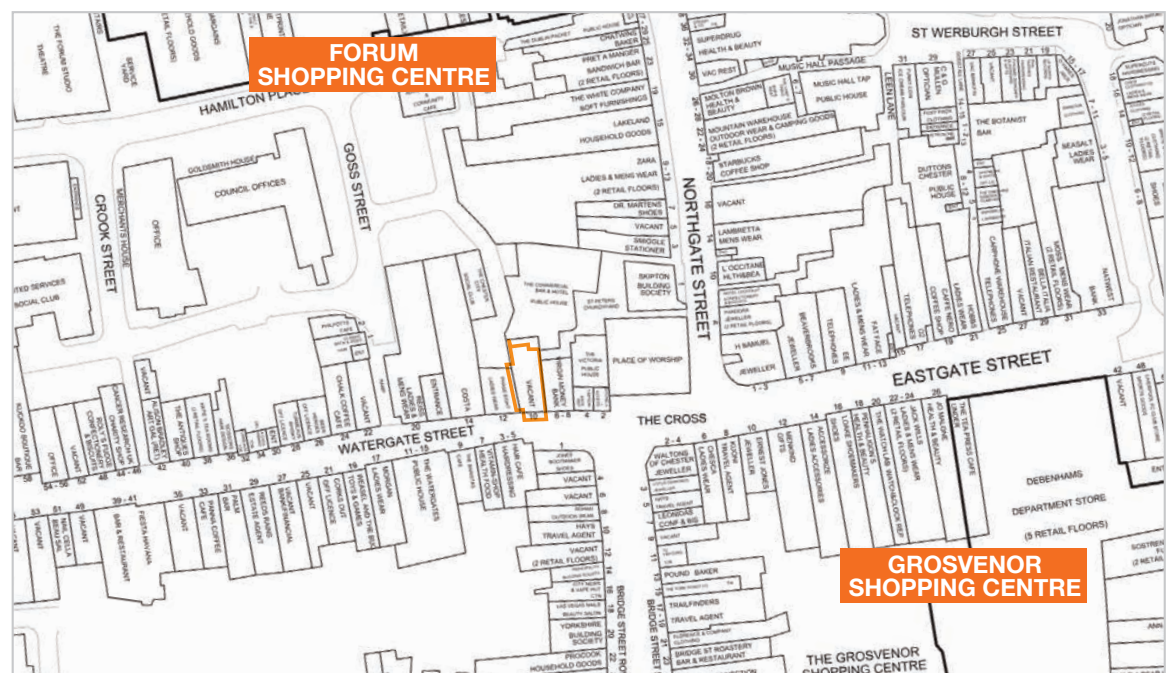
### Six Week Completion

### Energy Performance Certificate

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

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)		Possession
Ground	Retail/Ancillary	111.20 sq m	(1,197 sq ft)	VACANT
<b>Total</b>		<b>111.20 sq m</b>	<b>(1,197 sq ft)</b>	



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

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

**Seller's Solicitors: Gateleys Legal**  
**Charlotte Chapman**  
+44 (0)115 983 8244  
[charlotte.chapman@gateleyslegal.com](mailto:charlotte.chapman@gateleyslegal.com)



# Lot 36

Vacant

Unit 3, Craighall Road,  
**Edinburgh, EH6 4QS**  
Heritable development opportunity



### Key Details

- Development opportunity in the affluent suburb of Trinity in Edinburgh
- Located to adjacent to Sainsbury's Local
- Fully refurbished to shell condition
- Class 10 consent obtained for nursery use
- Very low capital value
- Potential for alternative uses (subject to planning)

### Location

Miles: 2 miles north of Edinburgh city centre  
47 miles east of Glasgow  
Roads: A1,  
Rail: Waverley Station  
Air: Edinburgh Airport

### Situation

Craighall Road links Ferry Road (one of the main routes linking Edinburgh city centre and the A1) to the waterfront to the north of Edinburgh city centre. Located in Trinity, the property is situated adjacent to Sainsbury's Local and Trinity Academy, one the largest secondary schools in the city.

### Description

With a dedicated entrance from Craighall Road, the property comprises the lower ground floor of a larger building. Fitted out to shell specification, Unit 3 has Class 10 consent to allow the operation of a nursery up to 71 children. Full plans can be found in the legal pack for this property.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

### Viewings

Please contact Mhairi Archibald (0771 8899341)

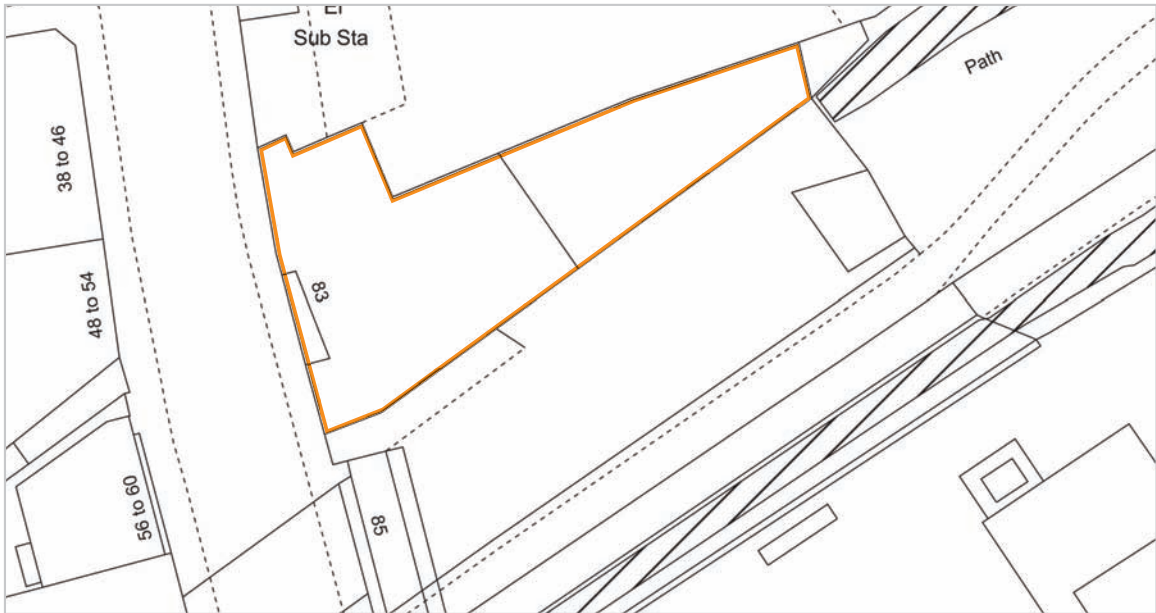
### Six week completion available

### Energy Performance Certificate

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

### Tenancy and accommodation

Floor	Floor Areas (Approx)		Possession
Lower Ground Floor	743.20 sq m	(8,000 sq ft)	Vacant
<b>TOTAL</b>	<b>743.20 sq m</b>	<b>(8,000 sq ft)</b>	



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

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

**Associate Auctioneer**  
**Graham & Sibbald**  
**Murdo McAndrew**  
+44 (0)7799159665  
[Murdo.McAndrew@g-s.co.uk](mailto:Murdo.McAndrew@g-s.co.uk)

**Seller's Solicitors:**  
**Shepherd and Wedderburn LLP**  
**Lewis Quinn**  
+44 01224 343 548  
[lewis.quinn@shepwedd.com](mailto:lewis.quinn@shepwedd.com)



# Lot 37

£60,000 Per Annum  
Exclusive (1)

## The Caledonian Suite, 70 West Regent Street, Glasgow, G2 2QZ

Heritable Serviced Office Investment



### Key Details

- City Centre Office Investment in Glasgow city centre
- Close to Glasgow Central and Queen Street Station
- Flexible office space at basement level
- C listed building

### Location

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

### Situation

Glasgow is the largest city in Scotland with a population of approximately 1.2 million. The property is situated on the north side of West Regent Street, midway between Hope Street and Renfield Street. The immediate area contains a mix of office and leisure uses.

### Description

The property comprises lower ground floor office accommodation which has been divided to provide flexible office space. Functioning as a successful serviced office, the property forms part of an attractive larger period building.

### Tenure

Heritable.

### VAT

VAT is applicable to this lot.

### Six week completion is available

### Viewings

Please contact Mhairi Archibald (+44 (0)771 8899341)

### Energy Performance Certificate

Band C See legal pack at acuitus.co.uk

## Tenancy and accommodation

Floor	Use	Floor Areas (Approx)	Tenant
Lower Ground Floor	Office	516.53 sq m (5,560 sq ft)	Various licencees (1)
TOTAL		516.53 sq m (5,560 sq ft)	

(1) The property is occupied by various licencees on various bases. The gross income for the last 12 months was in the region of £60,000. Further detail can be requested.



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

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

**Seller's Solicitors: GSB**  
**Ian Philp**  
+44 (0)1875 447030  
lphilp@gsbsolicitors.co.uk



# Lot 38

£50,800 Per Annum  
Exclusive (1)

## Earn Avenue, Righead Industrial Estate, Bellshill, ML4 3LW

Heritable Serviced Office Investment



### Key Details

- Well located with immediate links to the motorway system in Central Scotland
- Long established industrial location
- Fully occupied business centre
- Nearby occupiers include Bellshill Fire Station, HSS Hire and Plumbstore

### Location

**Miles:** 11 miles east of Glasgow  
37 miles west of Edinburgh  
**Roads:** M8, M73, M74  
**Rail:** Bellshill Station  
**Air:** Glasgow International Airport

### Situation

Bellshill is situated within North Lanarkshire with a resident population in excess of 14,000 people. <\n>The property is located close to the junction of the A725 and A721 linking with junction 5 of the M74 and junction 7 of the M8 to Morrisons Scottish Regional Distribution Centre on the Righead Industrial Estate in Bellshill and close to the successful Strathclyde Business Park. The subjects benefit from excellent access to Central Scotlands motorway network via the A725 Bellshill Bypass to the M74, M73 and M8 motorways.

### Description

The property comprises a detached property with on site car parking. The property is presented as a individual business units over ground and first floors. Details of the individual occupiers and rents can be found in the legal pack.

### Tenure

Heritable

### VAT

VAT is applicable to this lot.

### Viewings

Please contact Mhairi Archibald (0771 8899 341)

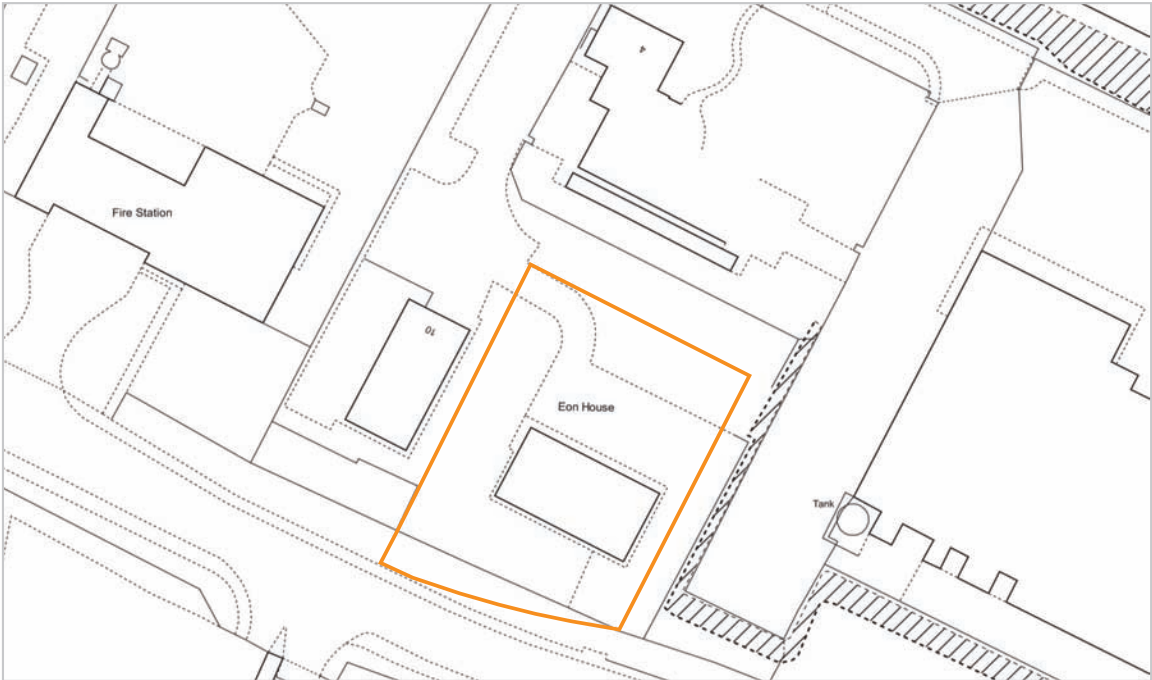
### Energy Performance Certificate

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

## Tenancy and accommodation

Unit	Floor Areas (Approx)		Tenant	Term	Rent p.a.x.
Units 1-11 and Stores 1-8	4,520,00 sq m	(48,653 sq ft)	Various	Various	£52,800
<b>TOTAL</b>	<b>4,520.00 sq m</b>	<b>(48,653 sq ft)</b>			<b>£52,800(1)</b>

- (1) This is the gross rental figure. Please see the legal pack for further information  
(2) All licence information can be found in the legal pack



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

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

**Seller's Solicitors: Curle Stewart**  
**Philip Curle**  
+44 (0)141 227 6200  
Philip@curlestewart.co.uk



# Requirements for bidders and buyers under the Money Laundering Regulations

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

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

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

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

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

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

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

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

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

ID means the originals of

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

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

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

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.

## Contents

### Glossary

#### Auction Conduct Conditions

- A1 Introduction
- A2 Our role
- A3 Bidding and reserve prices
- A4 The particulars and other information
- A5 The contract
- A6 Extra auction conduct conditions

#### General Conditions of Sale

- G1 The lot
- G2 Deposit
- G3 Between contract and completion
- G4 Title and identity
- G5 Transfer
- G6 Completion
- G7 Notice to complete

- G8 If the contract is brought to an end
- G9 Landlord’s licence
- G10 Interest and apportionments
- G11 Arrears
- G12 Management
- G13 Rent deposits
- G14 VAT
- G15 Transfer as a going concern
- G16 Capital Allowances
- G17 Maintenance Agreements
- G18 Landlord and Tenant Act 1987
- G19 Sale by practitioner
- G20 TUPE
- G21 Environmental
- G22 Service charge
- G23 Rent reviews
- G24 Tenancy renewals
- G25 Warranties
- G26 No assignment
- G27 Registration at the Land Registry
- G28 Notices and other communications
- G29 Contracts (Rights of Third Parties) Act 1999
- G30 Extra General Conditions

#### Special Conditions of Sale

- Lot number
- Seller
- Seller’s conveyancer
- Lot description
- Rights granted
- Rights reserved
- Exclusions
- Tenancies
- What the sale is subject to
- Chattels etc
- Deposit
- Insurance
- Title
- Registered or unregistered
- Title guarantee
- Transfer
- Agreed completion date
- Additional amounts payable at completion
- Interest rate
- Arrears
- VAT
- Capital allowances
- Maintenance Agreements
- TUPE
- Environmental
- Warranties
- Amendments to the general conditions
- Extra special conditions

#### ARREARS SCHEDULE

#### TENANCY SCHEDULE

#### SALE MEMORANDUM

## Glossary

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

Wherever it makes sense:

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

#### ACTUAL COMPLETION DATE

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

#### ADDENDUM

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

#### AGREED COMPLETION DATE

Subject to CONDITION G9.3:

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



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

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

## APPROVED FINANCIAL INSTITUTION

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

## ARREARS

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

## ARREARS SCHEDULE

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

## AUCTION

The auction advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

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

## AUCTIONEERS

The auctioneers at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## CATALOGUE

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

## COMPLETION

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

## CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## CONTRACT

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

## CONTRACT DATE

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

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

## DOCUMENTS

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

## EXTRA GENERAL CONDITIONS

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

## FINANCIAL CHARGE

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

## GENERAL CONDITIONS

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

## INTEREST RATE

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

## LOT

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

## OLD ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

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

## Auction Conduct Conditions

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

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

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The PARTICULARS and other information

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

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

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

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

### A5 The CONTRACT

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



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

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

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

## A6 Extra Auction Conduct Conditions

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

## General Conditions of Sale

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

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

### G1 The LOT

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

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

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

### G2 Deposit

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

### G3 Between contract and COMPLETION

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

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

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

### G4 Title and identity

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



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

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

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



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

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

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

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

## Part 3 – buyer not to pay for arrears

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

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

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

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

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

## G12 Management

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

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

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

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

## G13 Rent deposits

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

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

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

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

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

## G14 VAT

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

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

## G15 Transfer as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

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

G15.2 The SELLER confirms that the SELLER:

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

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

G15.3 The BUYER confirms that

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

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

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

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

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

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

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

## G16 Capital allowances

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

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

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

G16.4 The SELLER and BUYER agree:

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

## G17 Maintenance agreements

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

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

## G18 Landlord and Tenant Act 1987

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

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

## G19 Sale by PRACTITIONER

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

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

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

G19.4 The LOT is sold

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

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

G19.5 Where relevant:

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

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

## G20 TUPE

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

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



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

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

<b>G21</b>	<b>Environmental</b>	(a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.			
		(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.			
		(c) The BUYER and the SELLER acknowledge that pursuant to and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.			
		(d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.			
G21.1	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.				
G21.2	The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT				
G21.3	The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.				
<b>G22</b>	<b>Service Charge</b>	This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.			
		No apportionment is to be made at COMPLETION in respect of service charges.			
		Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:			
		(a) service charge expenditure attributable to each TENANCY;			
		(b) payments on account of service charge received from each tenant;			
		(c) any amounts due from a tenant that have not been received;			
		(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.			
G22.4	In respect of each TENANCY, if the service charge account shows:				
	(c) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or				
	(c) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;				
	but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.				
G22.5	In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.				
G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:				
	(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and				
	(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.				
<b>G23</b>	<b>Rent reviews</b>	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.			
		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.			
		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.			
		The SELLER must promptly:			
	(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and				
	(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.				
G23.5	The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.				
G23.6	When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER's period of ownership within five BUSINESS DAYS of receipt of cleared funds.				
G23.7	If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.				
G23.8	The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.				
<b>G24</b>	<b>Tenancy renewals</b>	This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended)			
		and references to notices and proceedings are to notices and proceedings under that Act.			
G24.2	Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.				
G24.3	If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.				
G24.4	Following COMPLETION the BUYER must:				
	(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;				
	(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and				
	(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER's period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.				
G24.5	The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.				
<b>G25</b>	<b>Warranties</b>	Available warranties are listed in the SPECIAL CONDITIONS.			
		Where a warranty is assignable the SELLER must:			
		(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and			
		(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.			
G25.3	If a warranty is not assignable the SELLER must after COMPLETION:				
	(a) hold the warranty on trust for the BUYER; and				
	(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.				
<b>G26</b>	<b>No assignment</b>	The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.			
<b>G27</b>	<b>Registration at the Land Registry</b>	This condition G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:			
		(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;			
		(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and			
		(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.			
G27.2	This condition G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:				
	(c) apply for registration of the TRANSFER;				
	(c) provide the SELLER with an official copy and title plan for the BUYER'S new title; and				
	(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.				
<b>G28</b>	<b>Notices and other communications</b>	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.			
		A communication may be relied on if:			
		(a) delivered by hand; or			
		(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or			
		(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.			
G28.3	A communication is to be treated as received:				
	(a) when delivered, if delivered by hand; or				
	(b) when personally acknowledged, if made electronically;				
	but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.				
G28.4	A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.				
<b>G29</b>	<b>Contracts (Rights of Third Parties) Act 1999</b>	No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.			
<b>G30</b>	<b>Extra General Conditions</b>	The following general conditions are to be treated as being amended as follows:			
		1. Condition A1.2 of the AUCTION CONDUCT CONDITIONS shall be amended by adding the words 'in writing' at the end.			
		2. Condition G6.3(a) shall be amended to read: "BUYER'S conveyancer to the SELLER's conveyancer; and"			



# Sale Memorandum

## Lot details

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

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

## Seller

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

## Buyer

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

## Bidder

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

## Conveyancer

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



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

## Acuitus Customer Due Diligence Form

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

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

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

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

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

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

BIDDER (The individual who has made the successful bid for the lot)		Tick
Photo ID (eg Passport/Driving Licence)		
Proof of Current Address (eg utility or council bill, mortgage statement, bank statement not more than 3 months old)		
Proof of authority to bid if acting as agent		
BUYER (if different from the bidder) (The company, individual(s) or other body who will be the owner of the lot)		
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](mailto:stuart.buchanan@acuitus.co.uk)

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

  
acuitus  
Real Estate Auctioneering & Investment

octopus  
property





# Remote Bidding Registration form

## Lot details

Date of Auction

Lot Number

Address of Lot

Please tick as applicable

Proxy

☐

Telephone

☐

Internet

☐

Maximum Bid Price (if Proxy bid)

(in words)

## Bidder

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

Address

Post code

Contact telephone number

Mobile

Contact email

See T&C's for ID requirements.

## Buyer

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

Address

Post code

Contact name

Contact telephone number

Mobile

Contact email

See T&C's for ID requirements.

## Conveyancer

Name and contact details of the buyer's conveyancer

Address

Post code

Contact name

Contact telephone number

Contact email

## Deposit

Full name of the account holder

Sort Code

Account Number

## Signed

Signature of the bidder

Date

Cheque for 10% deposit (£)

Payable to Acuitus

Version 2 June 2020



# Remote Bidding

## Terms & Conditions



1. The **Bidder** appoints **Acuitus** as agent and authorises **Acuitus** to bid for the relevant **Lot** on behalf of the **Bidder** in such manner as **Acuitus** thinks fit in its absolute discretion. The **Bidder** may withdraw **Acuitus's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the **Auction** commences and the **Auctioneer** confirms to the **Bidder** in writing that the withdrawal instruction has been received.
2. These terms and conditions apply to **You** and **You** will be bound by them if **You** bid by telephone, via internet or absentee/proxy.
3. Definitions used in these terms & conditions:  
**Acuitus** means Acuitus Limited (company registration number 7105769)  
**Approved Financial Institution** has the same meaning as in the RICS Common Auction Conditions Edition 4.0 November 2018.  
**Auction** means the Acuitus commercial auction to be held at the time and place and on the date advertised on the Acuitus website in which the Lot appears.  
**Auctioneer** means the Acuitus auctioneer having conduct of the Auction.  
**Bidder** means the party bidding for the Lot and who acts as agent for the buyer and guarantees the performance of the buyer under the Conditions of Sale.  
**Business Days** has the same meaning as in the RICS Common Auction Conditions Edition 4.0 November 2018.  
**Buyer** means the person, firm or company identified on the Registration Form who agrees to buy the Lot.  
**Conditions of Sale** means the auction conduct conditions together with the general conditions of sale, any special conditions of sale and any addenda that are applicable and/or relevant to the Lot.  
**Lot** means the property for which you bid remotely at the Auction and bearing the number for which you have entered on the Registration Form.  
**Maximum Bid Price** means the maximum price that you wish to bid for the Lot. This must be shown exclusive of any VAT that may be applicable.  
**Registration Form** means the registration form for remote bidding on the Acuitus website at [www.acuitus.co.uk](http://www.acuitus.co.uk).  
**Seller** means the person selling the lot.  
**You** and **Your** means the person identified on the Registration Form as the bidder being someone who bids by remote means at the Auction whether by proxy or by telephone or via the internet.  
**VAT** means value added tax or any other tax of a similar nature.
4. **Registration Form**
  1. If **You** wish to bid at the **Auction** by telephone, via internet or absentee/proxy you must complete the **Registration Form** entering **Your** full details as the **Bidder** and full details of the **Buyer** if different to the **Bidder**.  
**You** should sign the **Registration Form** where indicated.
  2. The completed **Registration Form** should be sent to Acuitus so that it is received not less than two clear **Business Days** prior to the date of the **Auction**, together with:  
Two forms of identification for **You** consisting firstly of a form of photo identification such as Your passport or current driving licence and secondly proof of **Your** address such as a recent utility bill or bank statement. To comply with the Money Laundering Regulations, if **You** are not the **Buyer** we will require **You** to provide further documentation.
  3. A separate **Registration Form** must be completed for each **Lot**
  4. If **You** wish to alter any of the details appearing on the **Registration Form**, **You** must notify the **Auctioneer** of this in writing before the **Auction** commences. Alterations will only be effective if the **Auctioneer** confirms to **You** in writing that the request to alter has been received.
  5. In the event that the Auctioneer considers that there is any error or confusion about the **Registration Form** or the deposit, the **Auctioneer** reserves the right not to accept **Your** bid. Please note that the **Auctioneer's** decision as to what constitutes error or confusion is final.
  6. By completing this **Registration Form** **You** warrant that there are adequate funds in the account to meet the full amount of the deposit
5. **Deposit**
  1. The deposit is to be paid immediately after the auction and no later than 15:30 on the day following the auction by bank transfer to Acuitus's client's account in sterling on an **Approved Financial Institution** for a sum representing the greater of:
    - a. The minimum deposit of £1,000 (or the total of your maximum bid price if this is less than that minimum) and
    - b. 10% of the **Maximum Bid Price** exclusive of VAT.

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

#### 6. Absentee/Proxy Bids

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

#### 7. Terms of Sale/Conduct of Auction

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

#### 8. Disclaimer

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

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

**Please complete the on-line registration form and submit it to Acuitus no later than 2 working days prior to the date of the auction. YOU WILL NEED TO RECEIVE WRITTEN CONFIRMATION FROM ACUITUS THAT YOUR REGISTRATION TO BID HAS BEEN COMPLETED SUCCESSFULLY**









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