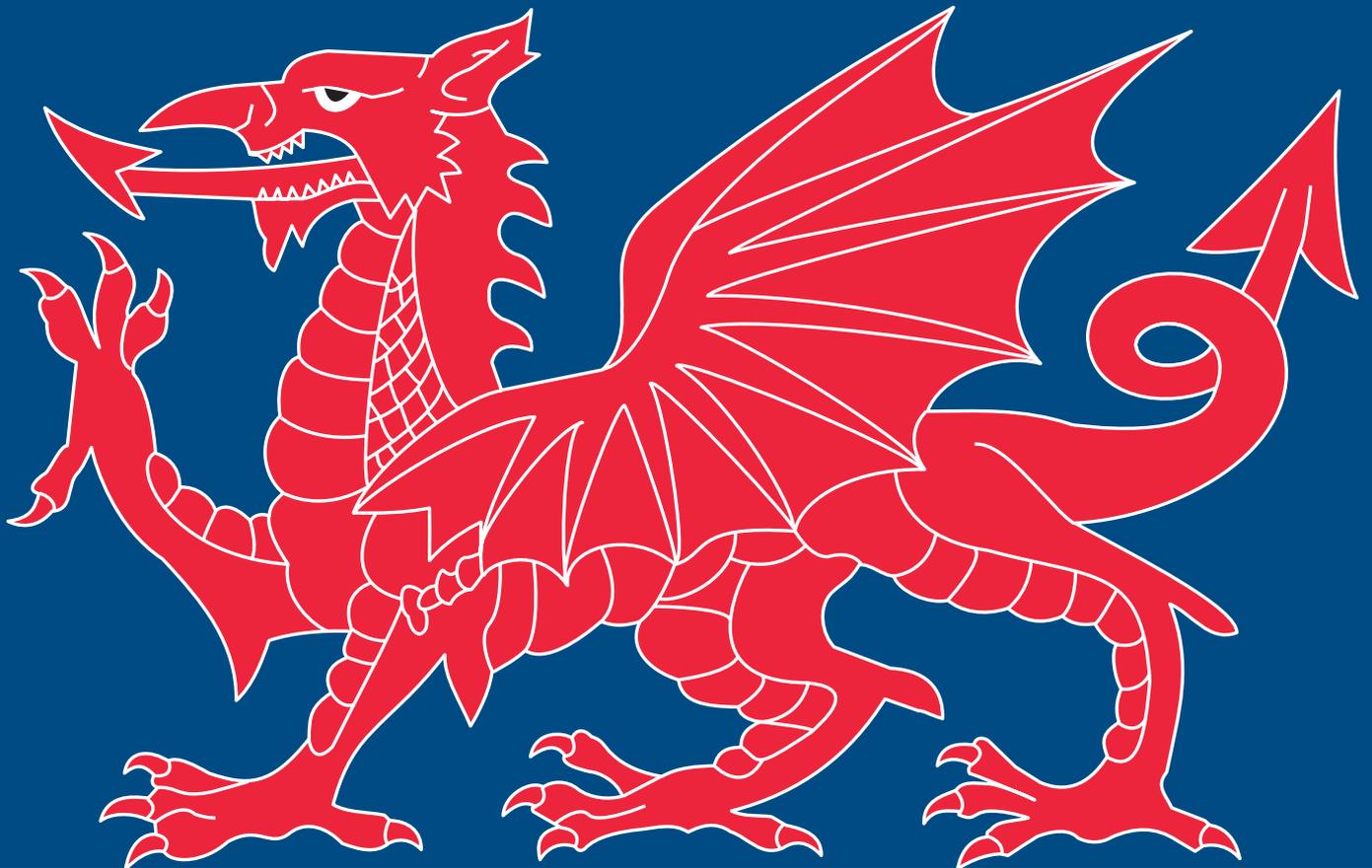


NOW INVITING
INSTRUCTIONS
FOR OUR
MAY 2020 AUCTION

South Wales No 1



Property auction

Parc y Scarlets
Llanelli

Wednesday 4th March 2020
3.00pm

John.
Francis
www.johnfrancis.co.uk

Important information

For new registrations

On the day of auction prior to bidding you **MUST**...

- Register to bid and receive a bidding number
- Provide 2 forms of acceptable proof of ID (one photographic and one proof of address per person)
- Provide proof of deposit

PERSONAL IDENTIFICATION (FULL LIST AVAILABLE IF REQUIRED)

- Current signed passport
- UK full driving licence
- Inland revenue tax notification
- Firearms certificate

EVIDENCE OF ADDRESS

- Utility bill (within last 6 months)
- Local Authority council tax bill
- Bank/building society statement (with current address)
- Most recent mortgage statement
- UK full driving licence (if not already provided)

(Please be aware you will not be able to bid without this documentation, this is a legal requirement under Money Laundering Regulations)

If you have already registered and provided ID and proof of deposit you will be required to check-in at the registration desk with your registration number to receive a bidding number

Money Laundering Regulations

In order to bid you must have a bidding number.

ALL buyers **MUST** provide **TWO** forms of identity
(one from each list)

Personal Identification

- Current Signed Passport
- UK Full Driving Licence
- Inland Revenue Tax Notification
- Fire Arms Certificate

Evidence of Address

- Utility Bill (within last 6 months)
- Local Authority Council Tax Bill
- Bank/Building Society Statement (with Current Address)
- Most Recent Mortgage Statement
- UK Full Driving Licence (if not already provided)

Auction venue & calendar

Auction programme 2020

AUCTION DATES

Wednesday 13th May
 Wednesday 22nd July
 Wednesday 23rd September
 Wednesday 9th December

Parc y Scarlets, Llanelli SA14 9UZ

DIRECTIONS BY CAR

From the West: Leave the M4 at Junction 48. Turn right at the junction on to the A4138 signposted Llanelli. Stay on the A4138 for approximately 3 miles until you reach the traffic lights with a Premier Inn on your left, turn left immediately after the hotel following the Stadium parking signs.

From the East: Leave M4 at junction 48. Turn left at the junction on to the A4138 signposted Llanelli. Stay on the A4138 for approximately 3 miles until you reach the traffic lights with a Premier Inn on your left, turn left immediately after the hotel following the Stadium parking signs.



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Auction	Closing Date
13th February	16th January
2nd April	5th March
28th May	30th April
23rd July	25th June
15th October	23rd September
17th December	19th November



Blundells
 blundells.com

DoubleTree by Hilton
 Sheffield Park, Chesterfield Road South,
 Sheffield S8 8BW
Sheffield Office
 Tel: 0114 254 1185

Auction	Closing date
5th March	30th January
14th May	9th April
8th July	3rd June
17th September	13th August
29th October	24th September
10th December	5th November



SuttonKersh

Hilton Hotel,
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 Liverpool L1 8LW
Liverpool Office
 Tel: 0151 207 6315

Auction	Closing date
13th February	17th January
2nd April	6th March
21st May	24th April
16th July	19th June
10th September	14th August
22nd October	25th September
10th December	13th November

Our coverage is our strength

Countrywide
 Property Auctions

Welcome...

WELCOME TO OUR SWANSEA & SOUTH WEST WALES AUCTION...

A very warm welcome to our first auction of 2020 at Parc Y Scarlets. A great deal has happened since our last auction of 2019 with mainly politics again taking centre stage. For over three years Brexit has dominated the news but with the result of the last election we feel that there is now an element of certainty that will inspire more confidence moving forward.

Worldwide the news has been devastating with flooding, earthquakes and the bush fires in Australia having a catastrophic impact on both people and wildlife. Our thoughts are with all those affected.

To add to our marketing tools on February 3rd we put all of our properties on Rightmove, this gives us increased marketing firepower reaching local, national and international buyers. Combine Rightmove, Zoopla, On The Market and our connection with John D Wood our advertising has never been so comprehensive.

This is our first catalogue of auction properties in Swansea, Carmarthenshire, Ceredigion and Pembrokeshire. In this auction we have a selection of properties suitable for families, investors and first time buyers. There are development opportunities, projects and properties that are ready to move into - the choice is here!

2019 again proved to be a brilliant year for us in selling properties by auction. We dominated the market for volume, percentage sold and amount raised in the Swansea and South West area. Twelve million pounds worth of property sold, average success rate being 80% and 140 properties offered for sale by auction. Results are the best way of judging who to trust when deciding which agent you should choose!

The success of our auctions is due to a number of factors. Firstly, it is down to you as sellers having the confidence to instruct us to sell your properties, secondly, it's down to the hard work of our staff who are well versed and trained in dealing with

auction enquiries. The background work done by our administration and accounts team goes unseen but they do put in a terrific amount of effort. Thirdly, it is due to the buyers who attend our auctions and may we thank each and every one of you for your support.

We are now working on entries for our second auction in 2020 which is in May. Entries are already being taken and should you wish to discuss selling by auction please contact any of our offices for further information. Genuine local expertise is essential in obtaining the best price for the property.

If you are thinking of purchasing a property by auction then you need to be aware that you are responsible for insuring the property on the exchange date so please make sure that you have made arrangements for this. Our team of financial advisors are at the auction and can arrange this for you there and then.

Selling by auction is not for everyone, but what makes a good auction property can depend on a number of factors, but usually falls into the categories of location, condition and price. Properties that need modernisation are often sold under the hammer along with properties that are difficult to value. Selling by auction gives total transparency, an opportunity for everyone to bid. Once the hammer falls there is an exchange of contracts so if you are bidding, please make sure that you have funds available to complete the sale normally 28 days after exchange of contracts.

We would like to take this opportunity to thank all of our sellers for their kind instructions and the support that we have received from local solicitors in putting forward entries and preparing the legal packs.

Please be advised that our legal packs are available online and on the day of the auction they will be available for inspection approximately an hour prior to the start of the auction at 3pm. It is important that you do check the legal packs before the auction as there could be changes, additions, and updates right up to the start of the auction.

Best Wishes and Good Luck,
Richard Emanuel & Bethan Edmund-Harper
Directors

Auction tips

Whether you are a seasoned Auction purchaser or thinking of buying for the first time, different Agents have varying ways of organising their Auctions so here are some tips to making the John Francis experience as easy as possible.

Registration

This should be done at any of our Offices before the Auction takes place. To receive a registration number we would ask you to provide 2 forms of acceptable proof of ID (one photographic and one proof of address per person) at one of our Offices along with proof of funds. Please remember your registration number is not your bidding number, please collect that on the day.

Proof of funds

- copy of your bank statement or
- copy of building society statement or
- mortgage offer or

- bank reference letter or
- banker's draft

Telephone/Proxy Bidding

If you are unable to attend the Auction in person then that does not mean that you cannot buy the property on the day. You can either bid by telephone or arrange for somebody else including a John Francis representative to bid on your behalf. Proxy and telephone bidding forms are available on the Auction section of our website www.johnfrancis.co.uk and should be downloaded, filled out and taken to one of our Offices when you register as above. Please note that additional information is

also required including a deposit cheque so please ensure you make these arrangements well in advance of the Auction date as the day of the Auction may be too late!

ATTENTION ALL PROPERTY SELLERS

If you have a property for sale or you are thinking of selling and think that an Auction may be the way forward for you then please contact any of our Offices who will be more than happy to give you some advice as to the best way to sell your property and what is involved by selling by Auction.

Entries now being taken for our 13th May 2020 auction

Please contact our nearest office.

PLEASE REMEMBER...

Buying at auction is a contractual commitment. It is advisable to consult a solicitor prior to auction regarding legal documentation.

Auction information

The Catalogue Details of the property and land to be sold are set out in our catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

Plans, Maps and Photographs The plans, maps and photographs published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.

Energy Performance Certificates (EPCs) Where required we include EPC ratings with full details and on the lot page within our catalogue. When available EPC graphs can be viewed online at www.johnfrancis.co.uk

Guide Prices The guide price is given to assist buyers in deciding whether or not to pursue a purchase. It is usually, but not always, the provisional reserve range agreed between the seller and the auctioneer at the start of marketing. As reserves are not fixed until up to the day of auction, guide prices may be adjusted. Any changes in price guides, for whatever reason, will be posted on our website and in our auction room as an "addendum of sale". Guide prices can be shown in the form of a minimum and maximum price range within which the reserve will fall or as a single price figure. Where a single price is quoted, the reserve will fall within 10% of the guide. The guide price is not the reserve price and both guide price and reserve price can be subject to change up to and including the day of auction.

Reserve Price The reserve price is the seller's minimum sale price at auction. It is the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and auctioneer. Both the guide price and reserve price can be subject to change up to and including the day of auction.

The Legal Aspect Buying at auction is a contractual commitment. Before bidding on a lot at the auction it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.

Pre-Auction Sales Offers made on property included in this auction may be accepted by the vendor prior to the auction. If you are intending to bid at auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/alteration list which will also be available as any purchase will be subject to these.

Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A pre-auction bidding form and conditions can be downloaded from the 'Proxy/Telephone Bidding' page located within the auction section of our website or from our catalogue. This can be used if you want a member of our auction team to bid for you but equally should be used if you intend using someone else as this protects you and that person's position!

Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of John Francis staff who will guide you to the legal desk for the signing of the contract and payment of deposit and buyer's premium.

Proof of Identification In order to abide by Money Laundering Regulations all buyers will be required to provide proof of identity prior to signing of the contract. If purchasing on behalf of a company you will also need to provide proof of your position within the company on a company letterhead and a copy of the company's Certificate of Incorporation.

Solicitor's Details If you are a successful purchaser at auction you will need to provide us with the name, address and contact details of the solicitor who will be acting for you in your purchase.

Deposit If you are successful in purchasing at auction you will be taken to the legal desk to sign the Memorandum of Sale and asked to pay a deposit of whichever is the greater of either 10% of the purchase price or £2,000. Payments can be made by cheque or card. Cash payments will not be accepted. Please note that should your deposit cheque need to be represented the processing charge of £60 incl VAT will be charged by deduction from the deposit.

The Contract The Memorandum of Sale will be signed in duplicate. One copy will be signed by you and the other by the seller or the seller's representative. We will send a copy of the signed contract and legal pack to your solicitor following the auction. Completion usually takes place 28 days after the auction day with the actual completion date for each lot disclosed at the auction.

Insurance Please remember that buyers are legally responsible for insuring a property from the date of exchange of contracts.

Viewing It is usual for auction properties to be viewed as block viewings with other parties. Please note that due to the nature and condition of auction properties we highlight potential risk with viewing such properties and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by John Francis and we cannot be held liable for loss of injury caused while viewing or accessing any lot. It is prudent for you to bring ladders if you wish to inspect lofts and torches as often electricity will be cut off at the property.

Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Prospective purchasers are advised to make their own enquiries from the appropriate authority for any aspect relating to the property. All measurements, areas and distances provided are approximate and interested parties are advised to check them.

Buyer's Premium The buyer's premium is £720 including VAT on each lot purchased (unless stated otherwise in the property description). A VAT receipt will be issued after the auction. We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

All properties are sold under the Common Auction Conditions and can be viewed on our website or in our catalogue

Auction results 27th November 2019

LOT 1	Gorwydd Villa, 13 Woodlands. Gowerton, Swansea SA4 3DP	SOLD	£244,000
LOT 2	15 Heol Derwen, Merlins Bridge, Haverfordwest SA61 1LJ	SOLD	£40,000
LOT 3	8 Station Road, Pontyberem, Llanelli SA15 5LF	SOLD POST AUCTION	
LOT 4	26 Plas Road, Rhos, Neath Port Talbot SA8 3HD	DEFERRED TO FUTURE AUCTION	
LOT 5	20 Abernant Road, Cwmgors, Ammanford SA18 1RB	SOLD	£70,000
LOT 6	2 Voylart Road, Dunvant, Swansea SA2 7UA	SOLD	£205,000
LOT 7	Land adj Dan Y Quarry Farm, Five Roads, Llanelli SA15 5JA	NOT SOLD	
LOT 8	2 Napier Street, Cardigan SA43 1ED	NOT SOLD	
LOT 9	51 Maesquarre Road, Ammanford SA18 2LF	SOLD	£73,000
LOT 10	The Lamb Inn, Rhos, Llandysul SA44 5EE	SOLD	£190,000
LOT 11	Plot Adj To 258 Graig Road, Godregraig, Neath Port Talbot SA9 2NZ	SOLD	£22,000
LOT 12	59 Station Road, Llangennech, Llanelli SA14 8UD	NOT SOLD	
LOT 13	Sarn Isel & Gwylfa, Bronwydd Arms, Carmarthen SA33 6HT	WITHDRAWN PRIOR TO AUCTION	
LOT 14	Blue Parcel of Land, Little Hill Farm, Llethryd, Swansea SA2 7LL	SOLD	£55,000
LOT 15	Green Parcel of Land, Little Hill Farm, Llethryd, Swansea SA2 7LL	SOLD	£75,000
LOT 16	Black Parcel of Land, Little Hill Farm, Llethryd, Swansea SA2 7LL	NOT SOLD	
LOT 17	Shop Premises, 21 Hill Street, Haverfordwest SA61 1QQ	SOLD	£20,000
LOT 18	Hafan Dawel, Pen Wallis, Fishguard SA65 9HR	NOT SOLD	
LOT 19	Blaen Blodau Hall, New Inn, Pencader SA39 9BA	SOLD PRIOR TO AUCTION	
LOT 20	48 Cecil Road, Gowerton, Swansea SA4 3DE	SOLD	£133,000
LOT 21	Plot 1, Land Lying To South Of Herberdeg Road, Pontyates SA15 5UR	SOLD	£20,000
LOT 22	Plot 2, Land Lying To South Of Herberdeg Road, Pontyates SA15 5UR	NOT SOLD	
LOT 23	Nantylweirglodd Uchaf Farm, Tegryn, Llanfyrnach SA35 0BG	SOLD	£320,000
LOT 24	199 Penybanc Road, Ammanford SA18 3QP	WITHDRAWN PRIOR TO AUCTION	
LOT 25	150 Broadmead, Dunvnat, Swansea SA2 7RB	SOLD PRIOR TO AUCTION	
LOT 26	Restaurant & Residential Premises 41/43 Murray Street, Llanelli SA15 1BQ	SOLD PRIOR TO AUCTION	
LOT 27	711 Carmarthen Road, Gendros, Swansea SA5 8JN	SOLD	£60,000
LOT 28	1 Felin Ban Estate, Cardigan SA43 1BB	SOLD	£77,500
LOT 29	11 Coleshill Terrace, Llanelli SA15 3BT	SOLD	£106,000
LOT 30	9 Kilvey Terrace, St Thomas, Swansea SA1 8BA	SOLD	£138,000

Order of sale 4th March 2020

1	2, Toft Place, Llanelli, SA15 3SB	£40,000–£45,000
2	Caerhelyg, Boncath, SA37 0JW	£100,000–£120,000
3	65, Llewellyn Street, Llanelli, SA15 1BD	£45,000–£50,000
4	27 Ger Yr Afon, Gwaun Cae Gurwen, Ammanford, SA18 1HN	CIRCA £35,000
5	59 Station Road, Llangennech, Llanelli, SA14 8UD	£65,000–£70,000
6	Palmerston, New Road, Goodwick, SA64 0AD	CIRCA £150,000
7	22 Bridge Street, Penygroes, Carmarthenshire, SA14 7RP	CIRCA £60,000
8	75 Giants Grave Road, Neath, SA11 2LN	£15,000–£20,000
9	Ground Floor Shop/Salon, 1a New Street, Llanelli, SA15 2BS	£30,000–£35,000
10	115 Tycroes Road, Tycroes, Ammanford, SA18 3NS	£90,000–£100,000
11	Plot 14, Heol Y Dderwen, Pontwelly, Llandysul, SA44 4RW	£20,000–£30,000
12	14 Rock Terrace, Morriston, Swansea, SA6 7AE	£35,000–£40,000
13	6 Napier Street, Cardigan, SA43 1ED	CIRCA £55,000
14	26 Plas Road, Rhos, Neath Port Talbot, SA8 3HD	CIRCA £150,000
15	104, Llandybie Road, Ammanford, SA18 2EE	CIRCA £60,000
16	7 The Nurseries, Llanelli, SA15 4BN	£30,000–£35,000
17	20 Heol Gollen, North Park Estate, Cardigan, SA43 1NF	£100,000–£120,000
18	1 Quarr Road, Pontardawe, Swansea, SA8 4JD	£60,000–£70,000
19	Trecadwgan Farm, Solva, Haverfordwest, SA62 6XJ	CIRCA £650,000

Thinking of selling by Private Treaty?

Call us for a free market appraisal now.

Private treaty terms are usually “no sale/no fee”.

Contact your local John Francis Office

Contact details on the back page.

Lot

1

2 Toft Place, Llanelli SA15 3SB

GUIDE PRICE £40,000-£45,000

DESCRIPTION

In need of renovation, this end of terrace property is, in our opinion, an ideal investment opportunity. Benefiting from a modern combination boiler and an updated shower room. The gardens are laid to lawn and offer storage sheds to the rear. EER: 53/78

SITUATED

Toft Place is located on the edge of Llanelli Town and Felinfoel, with good road links in to the town centre and to Trostre.

ACCOMMODATION

Hall, dining room, lounge, kitchen, 2 bedrooms, shower room.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Jennings Solicitors, 17 Goring Road, Llanelli SA15 3HF
Contact: Ms Sarah Bannister



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

2

Caerhelyg, Boncath SA37 0JW

GUIDE PRICE £100,000-£120,000

DESCRIPTION

A detached bungalow offering spacious accommodation that is nicely kept and maintained, benefitting from double glazing and oil fired central heating. There are front, side and rear gardens with countryside views beyond, ample off road parking and a single garage. The property is ready for immediate occupation. EER: 37/78

SITUATED

The village of Boncath has a small shop for basic everyday goods. The village of Crymych is a few miles distant with shops and amenities including primary and secondary schooling and leisure centre.

ACCOMMODATION

Entrance hall, lounge, dining room, inner hall, kitchen, lobby, boiler room, 3 bedrooms, bathroom, cloakroom, en-suite, walk-in wardrobe.

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

George Davies & Evans, Castle Chambers, Grosvenor Hill, Cardigan SA43 1HX
Contact: Mr Dafydd Rees



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

3

65 Llewellyn Street, Llanelli SA15 1BD

GUIDE PRICE £45,000-£50,000

DESCRIPTION

In need of updating is this traditional detached house on the outskirts of Llanelli Town. Offering potential to convert the shower room in to a third bedroom, the property could be an ideal investment or family home. The rear garden is enclosed with side gate access and offers a storage shed. EER: 55/80

SITUATED

Llewellyn Street is ideally located for access in to the town, Trostre retail parks and is less than half a mile from the train station. The area is popular with investors and landlords alike.

ACCOMMODATION

Hallway, lounge, kitchen, bathroom, shower room, 2 bedrooms.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Graham Evans & Partners, Moorgate House, 6 Christina Street, Swansea SA1 4EW

Contact: Ms Mandy Thomas



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

4

27 Ger Yr Afon, Gwaun Cae Gurwen, Ammanford SA18 1HN

GUIDE PRICE CIRCA £35,000

DESCRIPTION

A detached bungalow which is of sub standard construction. A driveway provides off road parking and leads to the rear garden. EER: TBC

SITUATED

The village of Gwaun Cae Gurwen offers good basic amenities with the main shopping and leisure facilities located at Ammanford town centre or Pontardawe.

ACCOMMODATION

Entrance hallway, lounge, kitchen, rear porch, 2 bedrooms, bathroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

D R James & Son, 3-4 Dynevor Terrace, Pontardawe, Swansea SA8 4HY

Contact: Ms Ceri Ritchie



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

5

59 Station Road, Llangennech, Llanelli SA14 8UD

GUIDE PRICE £65,000-£70,000

DESCRIPTION

A semi detached traditional house in need of renovation. The property has been taken back to its original brick walls, extended to the rear and the floors have recently been re-laid. This house is, in our opinion, an ideal project for someone looking to create their own vision of a family home. There are currently no partitions in the upstairs space, allowing the new owner to decide on making the property a 2 or 3 bedroom home. EER: 49/97

SITUATED

In the heart of the popular village of Llangennech, this property is ideally located for access to the M4. The village is liked for its sense of community with a thriving community centre, well-established public houses and restaurants and a useful Cooperative store. The reputable Welsh medium primary school is sought after by parents.

ACCOMMODATION

Two reception rooms, kitchen, potential for 3 bedrooms, bathroom.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Morgan Elis, 14 Mansel Street, Carmarthen, SA31 1QX

Contact: Mr Stuart Thomas



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>

Buyers please note...

Anyone wishing to bid on any property will be required to register prior to auction.

Please remember that buyers are legally responsible for insuring a property from the date of exchange of contracts i.e. The moment each lot is sold. If you require assistance over these arrangements please speak to a member of John Francis staff.

Lot

6**Palmerston, New Road, Goodwick SA64 0AD****GUIDE PRICE CIRCA £150,000****DESCRIPTION**

A detached bungalow set in a small cul de sac. The property is double glazed and has a gas central heating system, gardens to the front and rear and ample off road parking to the fore. There is some remedial work required. This is a lovely bungalow in a great location ideal for a family or retirement. EER: 61/80

SITUATED

Set in a small cul-de-sac by the coastal village of Goodwick. The property enjoys countryside views, some sea views and is a short distance from the beach, the ferry harbour and the train station. Goodwick has shops, post office, cafés and restaurants and there is an hourly bus service to the town of Fishguard which is approximately 1.5 miles distant.

ACCOMMODATION

Hall, kitchen/dining room, lounge, 3 bedrooms, bathroom.

VIEWING

Apply Fishguard 01348 873070

VENDORS SOLICITORS

JCP Solicitors, Sycamore Lodge, Hamilton Street, Fishguard SA65 9AL

Contact: Mrs Geraldine Davies

**STARTING BID****NOTES****FINAL BID**

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot

7**22 Bridge Street, Penygroes, Carmarthenshire SA14 7RP****GUIDE PRICE CIRCA £60,000****DESCRIPTION**

A detached property in need of extensive renovation offering good sized accommodation with potential to extend (stpp) with oil fired central heating. The rear benefits from a large garden which can provide ample parking, potential to build a garage or a potential building plot (stpp). Please note there is Japanese Knotweed within the boundary and no treatment plan is in place. EER: 26/75

SITUATED

The village of Penygroes offers basic amenities with out of town retailers located at Cross Hands business park. Access to the M4 motorway would be via the A48 dual carriageway connection leading to junction 49 at Pont Abraham.

ACCOMMODATION

Entrance hallway, kitchen, utility room, cloakroom, lounge, dining room, 3 bedrooms, bathroom

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Gary Jones Solicitors, 42 College Street, Ammanford SA18 3AF

Contact: Mr Gary Jones

**STARTING BID****NOTES****FINAL BID**

SOLD **UNSOLD** **SOLD PRIOR** **WITHDRAWN**

Lot

8

75 Giants Grave Road, Neath SA11 2LN

GUIDE PRICE £15,000-£20,000

DESCRIPTION

This property is being sold through Section 103 of the Law of Property Act 1925 and therefore no internal viewing is permitted. Please contact the Selling Agent on 01792 864900 for further details. A mid-terrace property that requires total refurbishment. The property is being sold as seen and no chattels will be cleared.

SITUATED

Neath town centre is a short distance away offering a full range of amenities with good links to the M4 motorway.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Legal Service, Neath Port Talbot County Borough Council, Civic Centre, Port Talbot, SA13 1PJ

Contact: Rebecca MacGregor



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Please remember that buyers are legally responsible for insuring a property from the date of exchange of contracts i.e. the moment each lot is sold.

If you require assistance over these arrangements please speak to a member of John Francis staff.

Lot

9

Ground Floor Shop/Salon, 1a New Street, Llanelli SA15 2BS**GUIDE PRICE £30,000-£35,000****DESCRIPTION**

Ground floor lock-up shop unit most recently used as a hairdressing salon but suitable for most retail uses. Currently laid out with a main retail area of approximately 224 sq ft (20.08 sq m) along with an adjacent store/rest room of 89 sq ft (8.27 sq m). In addition there are WC facilities. Subject to any planning consent necessary, the premises could also easily be used as offices or possibly converted for residential use. EPAR: TBC

We are informed that the premises can be sold Freehold but the interested parties should note that the first floor which lies above the retail unit is in a different title and therefore does not form part of the sale. We understand that the first floor is used for residential purposes in conjunction with the adjacent terraced house.

SITUATED

Llanelli is the largest settlement in south Carmarthenshire and is close to the coast, approximately 5 miles south of Junction 48 (Hendy) of the M4 motorway. It is a densely populated residential area.

VIEWING

Apply Commercial Dept 01834 861810

VENDORS SOLICITORS

Sam Hawking & Co, 65a Station Road, Port Talbot SA13 1NW

Contact: Ms Charlene Jenkins



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

10

115 Tycroes Road, Tycroes, Ammanford SA18 3NS**GUIDE PRICE £90,000-£100,000****DESCRIPTION**

A detached property set on larger than average plot and offering enormous potential to improve and extend, subject to the necessary planning consent. The property benefits from gas fired central heating (with exception of store room), ample off road parking and a single garage. The garden backs onto open farmland with a stream boundary. EER: TBC

SITUATED

Located in the village of Tycroes which offers good basic amenities with ease of access to the M4 motorway via junction 49 at Pont Abraham.

ACCOMMODATION

Entrance vestibule, lounge, dining room, kitchen, sun room, rear lobby, shower room, store room, 3 bedrooms, bathroom.

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Steadman Jones & Bell, 12 College Street, Ammanford SA18 3AF

Contact: Mr Elfan Bell



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

11

Plot 14, Heol Y Dderwen, Pontwelly, Llandysul SA44 4RW

GUIDE PRICE £20,000-£30,000

DESCRIPTION

****IDEAL SELF BUILD PROJECT - PEACEFUL SPOT ****

An ideal opportunity of acquiring an individual building plot. The plot has good roadside frontage with lovely country views having approximately dimensions of 25m frontage by 255m depth with full planning consent granted for a detached bungalow - application no W/36715 Carmarthenshire Planning Department.

SITUATED

Pleasantly located within the hamlet of Pontwelly being on the outskirts of the small town of Llandysul which offers all the usual amenities. The larger town of Carmarthen and the carriageway is approximately 14 miles distance.

VIEWING

Apply Lampeter 01570 422846

VENDORS SOLICITORS

Redkite Law, 18-20 Old Bridge, Haverfordwest SA61 2ET

Contact: Ms Patricia Johnson



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>

Money Laundering Regulations

In order to bid you must have a bidding number.

ALL buyers MUST provide TWO forms of identity (one from each list)

Personal Identification

- Current Signed Passport
- UK Full Driving Licence
- Inland Revenue Tax Notification
- Fire Arms Certificate

Evidence of Address

- Utility Bill (within last 6 months)
- Local Authority Council Tax Bill
- Bank/Building Society Statement (with Current Address)
- Most Recent Mortgage Statement
- UK Full Driving Licence (if not already provided)

Lot

12

14 Rock Terrace Morriston, Swansea SA6 7AE

GUIDE PRICE £35,000-£40,000

DESCRIPTION

A traditional end terrace house in need of complete refurbishment. There is also a good size garden to the side and rear of the property. Ideal investment opportunity. EER: TBC

SITUATED

Located in the residential area of Morriston. The property enjoys access to the M4 Motorway, Morriston Hospital and Swansea City Centre.

ACCOMMODATION

Porch, lounge, kitchen, 2 bedrooms, bathroom.

VIEWING

Apply Morriston 01792 311910

VENDORS SOLICITORS

Peter Lynn & Partners, 109 Clase Road, Morriston, Swansea SA6 8DY

Contact: Mr Caesar Adere



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

13

6 Napier Street, Cardigan SA43 1ED

GUIDE PRICE CIRCA £55,000

DESCRIPTION

A freehold terraced house in need of total refurbishment, providing accommodation that is of a good size with excellent potential. There is a rear garden. The property is being sold as seen, all contents will remain. EER: 39/83

SITUATED

Situated conveniently in the popular market town of Cardigan, within close proximity to local amenities facilities and services.

ACCOMMODATION

Porch, hall, lounge, dining room, kitchen, bathroom, 2 bedrooms, loft room.

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

TLT (Barclays), PO Box 2623, 101 Victoria Street, Avon, Bristol BS1 9AZ



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

14

26 Plas Road, Rhos, Neath Port Talbot SA8 3HD

GUIDE PRICE CIRCA £150,000

DESCRIPTION

The property is in need of modernisation and offers enormous potential to extend further. The side driveway provides off road parking and a large rear garden. EER: 32/75

SITUATED

Situated in the highly sought after village of Rhos, you will be close to daily amenities and the public transport routes. Neath town and Pontardawe town are within driving distance and both boasts a wide range of both daily and social facilities with excellent road links to the M4 corridor at hand.

ACCOMMODATION

Entrance hallway, 3 receptions, rear hallway, kitchen, bathroom, 4 bedrooms.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Peter Lynn & Partners, 41 Heol Eglwys, Ystradgynlais, Swansea SA9 1EY

Contact: Mr Gregory George



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/> SOLD PRIOR <input type="checkbox"/> WITHDRAWN <input type="checkbox"/>

“ Satisfied customer said... Firstly well done to you and your team at John Francis for doing such a great job in selling our house. The price it reached at auction was beyond all expectation and we are very grateful for that ”

Lot

15

104 Llandybie Road, Ammanford SA18 2EE

GUIDE PRICE CIRCA £60,000

DESCRIPTION

A semi detached property situated opposite Bonllwyn green on the outskirts of Ammanford. The property is in need of completion works and further modernisation. This is an ideal investment opportunity. EER: 41/82

SITUATED

Ammanford town centre offers good shopping and leisure facilities. The historic market town of Llandeilo is approximately 8 miles and approximately 15 miles to Carmarthen. Access to the M4 motorway would be via junction 49 at Pont Abraham.

ACCOMMODATION

Hall, 2 reception rooms, kitchen, lean-to, 2 bedrooms, bathroom (no fittings).

VIEWING

Apply Ammanford 01269 592401

VENDORS SOLICITORS

Peter Lynn & Partners, 2nd Floor, Langdon House, Langdon Road, Swansea SA1 8QY

Contact: Mrs Charlotte Hewins



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

16

7 The Nurseries, Llanelli SA15 4BN

GUIDE PRICE £30,000-£35,000

DESCRIPTION

An end of terrace house with a garage and shared turning area to rear. The Nurseries consists of ten properties that rarely come on the market and prove popular. There is a small garden. EER: 58/85

SITUATED

Located in the Pwll area between Llanelli and Burry Port. The property is situated near the Pavilion café and playground and benefits from easy access to the coastal path that gives scenic walks from Burry Port, through to Pwll and Llanelli.

ACCOMMODATION

Hallway, lounge, kitchen/dining room, 3 bedrooms, bathroom, cloakroom.

VIEWING

Apply Llanelli 01554 773051

VENDORS SOLICITORS

Peter Lynn & Partners, 109 Clase Road, Morriston, Swansea SA6 8DY

Contact: Ms Rebecca Jackson



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot

17

20 Heol Gollen, North Park Estate, Cardigan SA43 1NF

GUIDE PRICE £100,000-£120,000

DESCRIPTION

A detached house with a ground floor bedroom with wet room making it ideal for someone elderly whilst the rest of the property would be ideal for a typical family. There is mains gas central heating and double glazing, ample off road parking, a single garage and good size gardens. Some improvement and modernising work would further benefit the property, viewing strongly advised to see the potential. EER: 61/82

SITUATED

Situated in Cardigan town on a corner plot within a popular residential estate.

ACCOMMODATION

Hallway, cloakroom, lounge/diner, kitchen, 4 bedrooms, wet room, conservatory, bathroom.

VIEWING

Apply Cardigan 01239 612080

VENDORS SOLICITORS

George Davies & Evans, Castle Chambers, Grosvenor Hill, Cardigan SA43 1HX

Contact: Mr Dafydd Rees



STARTING BID

NOTES

FINAL BID

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Please remember...

Buying at Auction is a contractual commitment. It is advisable to consult a solicitor prior to Auction regarding the Legal Documentation.

Lot

18

1 Quarr Road, Pontardawe, Swansea SA8 4JD

GUIDE PRICE £60,000-£70,000

DESCRIPTION

An ideal investment opportunity with HMO approval granted (waiting confirmation). When fully let the vendor was achieving approximately £50-£60 per room per week. EER: TBC

SITUATED

Conveniently located for Pontardawe Town Centre which offers a range of amenities. Easy access to the M4 motorway and Swansea and Neath town centres.

ACCOMMODATION

Shared lounge, shared kitchen, 3 bedrooms, bathroom.

VIEWING

Apply Pontardawe 01792 864900

VENDORS SOLICITORS

Trevor Thomas Scott & Jenkins, Central Chambers, 1-2 Heol Y Nant, Clydach, Swansea SA6 5EX
Contact: Ms Emma Feathers



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>

Lot

19

Trecadwgan Farm, Solva, Haverfordwest, SA62 6XJ

GUIDE PRICE CIRCA £650,000

DESCRIPTION

A 14th century smallholding requiring complete refurbishment work and remains original in style and layout whilst outside there is a tremendous range of old stone outbuildings ripe for renovation into holiday cottages in a courtyard style setting, Further more modern multi purpose buildings, paddocks, and a large garden with views. This is a property that genuinely has huge potential. EER: 27/65

SITUATED

Situated in a beautiful location with distant views of the popular Solva Harbour. The property and land sits close to the Pembrokeshire coast located on the outskirts of Solva off a minor country road.

ACCOMMODATION

Lounge, reception/sitting room, sitting room, kitchen, utility, 5 bedrooms, cold room.

VIEWING

Apply Haverfordwest 01437 768281

VENDORS SOLICITORS

Pembrokeshire County Council, Legal Department, County Hall, Haverfordwest SA61 1TP
Contact: Mr Nick Haggard



STARTING BID	NOTES
FINAL BID	
SOLD <input type="checkbox"/>	UNSOLD <input type="checkbox"/>
SOLD PRIOR <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>



This is a Genuine enquiry...

We have good quality tenants registered,
who are specifically looking to rent in
CARMARTHEN

If you would like to let your property contact:

01267 611 000
carmarthen@lettings.johnfrancis.co.uk

18 Lammas Street, Carmarthen,
SA31 3AJ

20% OFF MANAGED FEES
with discount code:

CARMS20

Telephone & proxy bidding registration form

Method I/we hereby instruct John Francis to bid on my/our behalf in accordance with the opposite terms and conditions and I/we acknowledge that should my/our bid be successful then that bid and offer will be binding upon me/us. I/we confirm that John Francis may take my proxy or telephone bid when the relevant property is being offered at the auction and I/we acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainties.

Please fill in Sections 1 to 11

- 1 **Bidding:** Telephone Proxy Delete as appropriate
- 2 **Lot No & Address:**
(Single lot or various lots)
- 3 **Maximum Bid Price:**
(Proxy bids only)
- 4 **Bidder's Name:**
- 5 **Bidding Number:**
- 6 **Bidder's Address:**
- Bidder's Telephone No:**
- Bidder's Email Address:**
- 7 **Buyer's Name:**
(If different from above)
- Buyer's Address:**
- Telephone Number:**
- Email Address:**
- 8 **Buyer's Solicitor:**
(Full Address, Contact Name & Telephone No)
- 9 **Deposit (Cheque Enc):**
- 10 **Legal Pack:**
Bidder MUST have read and understood the legal pack and signed the Memorandum of Agreement
- 11 **Signature:**
- 12 Return to JF: See below
- | | |
|-----------------------------|--|
| (a) Completed Bidding Form | (b) Completed Memorandum of Agreement |
| (c) Deposit cheque | (d) Copy proof of funds |
| (e) Buyers premium fee £720 | (f) Two forms of verified identification for both Bidder and Buyer |
| (g) Admin cheque £30 | |

Please return to **The Auction Department, John Francis, 18 Lammas Street, Carmarthen SA31 3AJ**
Tel: 01267 221554 Fax: 0870 121 0484 Email: admin@johnfrancis.co.uk

Terms & conditions for telephone/proxy bidding

Anyone not able to attend the auction to make their own bids may utilise the facilities available on the following terms and conditions:

1. The bidder must complete this Bidding Form (Sections 1 to 10) together with a separate Memorandum of Agreement (available on the auction catalogue) for each lot involved. The Bidding Form must be signed on behalf of the bidder and (if different) the Buyer.

The bidder must provide a deposit cheque made out to John Francis or an instruction to its bank to transfer the deposit to the bank account of the Auctioneers using the Clearing House Automated Payment System, to the Auctioneer's bank for the greater of 10% of the maximum amount you intend to bid for the lot or £2,000.
2. The completed Bidding Form, signed Memorandum of Agreement, Deposit cheque, Copy proof of funds, Buyers registration fee of £720 including VAT and two forms of verified identification for both Bidder and Buyer and the £30 Administration Charge must be sent to, or delivered to, THE AUCTION DEPARTMENT, JOHN FRANCIS, 18 LAMMAS STREET, CARMARTHEN, SA31 3AJ, to arrive before 5pm two days prior to the auction. It is the bidder's responsibility to check that these documents have been received by John Francis which should be done by telephoning the office on the number below.
3. If any changes are required to the Bidding Form, the Auctioneer should be notified of this in writing (but not by email). Changes to the Bidding Form can only be made prior to the Auction if the Auctioneer agrees to them.
4. If there is any error or confusion in either the Bidding Form or the accompanying documentation, the Auctioneer reserves the right not to accept the bid. The Auctioneer's decision as to what constitutes error or confusion is final.
5. The bidder shall be deemed to have read the particulars of the relevant lot in the auction catalogue; the Common, Extra and Special Conditions of Sale, the legal dossier and any addendum to any of these which are available on-line or via the Auctioneer's offices. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspections in respect of any relevant lot and have knowledge of any announcements to be made from the rostrum of any amendment or addendum relating to the relevant lot.
6. PROXY BIDDING:
 - (a) The Auctioneers will bid on behalf of the bidder up to the amount stated by the bidder on the Bidding Form which must be an exact figure only.
 - (b) The bidder may, in writing only, withdraw its proxy bid at any time up to the commencement of the Auction. It is the bidder's responsibility to ensure the Auctioneer receives such instructions.
 - (c) In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
7. TELEPHONE BIDDING:
 - (a) When the lot comes up for Auction, John Francis will attempt to telephone the bidder using the telephone number provided by the bidder on the Bidding Form.
 - (b) If a successful telephone connection is made between the bidder and John Francis, the bidder may then compete in the bidding and John Francis will relay the bidder's bid to the Auctioneer on behalf of the bidder.
 - (c) If a successful telephone connection is not made between the bidder and John Francis before or during the sale of the relevant lot, or if a successful telephone connection is made, but it is subsequently cut or interrupted, John Francis will not bid on behalf of the bidder.
8. John Francis reserve the right not to bid on behalf of proxy and telephone bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and in the case of telephone and proxy bidding, give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any lot.
9. In the event that the bidder is successful the Auctioneer will sign the Memorandum of Agreement on behalf of the seller (a binding contract between the bidder and the seller is formed on the fall of the hammer) and forward the vendor's signed part of the contract to the purchaser's solicitor. The bidder will be bound by the Extra Conditions of Sale, the Special Conditions of Sale and the Common Auction Conditions (as set out in the Auction catalogue). The details appearing on the bidding form will be entered into the Memorandum of Agreement. Changes to these details may not be made without the Seller's prior consent for which the Seller might make a charge.
10. In the event that any lot is knocked down to the bidder details of the amount of the deposit monies will be inserted in the Memorandum of Agreement. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10%, any excess will not be returned and will form an increased deposit and will be held in accordance with the Extra Conditions of Sale or any variations of them contained in the Special Conditions of Sale. Where the cheque does not meet the required 10%, a further cheque may be required from the successful bidder after the auction and before completion.
11. The deposit shall be paid to the Auctioneers either by cheque or banker's draft drawn on an account of the bidder at a UK clearing bank or as specified in Clause 1 above. The Auctioneers may re-offer the lot for auction if the deposit is not paid or transferred in the prescribed manner.
12. In the event that the bidder is unsuccessful at the auction, the deposit cheque or banker's draft shall be destroyed by the auctioneers or returned if specifically requested by the bidder. John Francis shall not be obliged to account to the bidder for any interest accruing on any deposit.
13. Whilst there is a £30 Administration Charge to cover telephone/proxy bids, all buyers are subject to a buyer's premium of £720 including VAT to be provided by a separate cheque made payable to John Francis and sent with the other bidding documentation.

Memorandum of agreement

Date:

Seller:

Buyer:

Property freehold:

Title Number:

Specified Incumbrances:

Title guarantee (full/limited):

Completion date:

Contract rate:

Purchase price: £

Deposit: £

Contents price (if separate): £

Balance: £

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

SIGNED by or on behalf of the BUYER

SIGNED on behalf of the SELLER

for and on behalf of JF (Agents for the Seller)

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Common Auction Conditions (4th Edition 2018 – reproduced with the consent of the RICS).
The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

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:

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

APPROVED FINANCIAL INSTITUTION

Any bank or building society that 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:

- the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- 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 judgment 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 CAPITALS have special meanings, which are 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 disapplied 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

- prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- offer each LOT for sale;
- sell each LOT;
- receive and hold deposits;
- sign each SALE MEMORANDUM; and
- 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 or fails to provide identification as required by the AUCTIONEERS.

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.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

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.

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.

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 debit/credit card/BACS payment or cheque/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 £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

Words in CAPITALS have special meanings, which are 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. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.2 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.

G1.3 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

<p>matters relating to town and country planning, highways or public health;</p> <p>(e) rights, easements, quasi-easements, and wayleaves;</p> <p>(f) outgoings and other liabilities;</p> <p>(g) any interest which overrides, under the Land Registration Act 2002;</p> <p>(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</p> <p>(i) anything the SELLER does not and could not reasonably know about.</p>	<p>condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property;</p> <p>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.</p> <p>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.</p> <p>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 mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.</p>	<p>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.</p> <p>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.</p> <p>G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:</p>
<p>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.</p> <p>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.</p> <p>G1.7 The LOT does not include any tenants' or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:</p> <p>(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and</p> <p>(b) the SELLER is to leave them at the LOT.</p> <p>G1.8 The BUYER buys with full knowledge of:</p> <p>(a) the DOCUMENTS, whether or not the BUYER has read them; and</p> <p>(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.</p> <p>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.</p>	<p>G5 TRANSFER</p> <p>G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS</p> <p>(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</p> <p>(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.</p> <p>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.</p> <p>G5.3 The SELLER cannot be required to TRANSFER the LOT to any-one other than the BUYER, or by more than one TRANSFER.</p> <p>G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER</p> <p>(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;</p> <p>(b) the form of new lease is that described by the SPECIAL CONDITIONS; and</p> <p>(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.</p>	<p>(a) the BUYER is liable to pay interest; and</p> <p>(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.</p> <p>G10.4 Apportionments are to be calculated on the basis that:</p> <p>(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
<p>G2 Deposit</p> <p>G2.1 The amount of the deposit is the greater of:</p> <p>(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and</p> <p>(b) 10% of the PRICE (exclusive of any VAT on the PRICE).</p> <p>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.</p> <p>G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.</p>	<p>G6 COMPLETION</p> <p>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.</p> <p>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.</p> <p>G6.3 Payment is to be made in pounds sterling and only by</p> <p>(a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and</p> <p>(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.</p> <p>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.</p> <p>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.</p> <p>G6.6 Where applicable the CONTRACT remains in force following COMPLETION.</p>	<p>G11. ARREARS</p> <p>Part 1 – Current rent</p> <p>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.</p> <p>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.</p> <p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.</p>
<p>G3 Between CONTRACT and COMPLETION</p> <p>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</p> <p>(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or</p> <p>(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.</p> <p>G3.2 If the SELLER is required to insure the LOT then the SELLER</p> <p>(a) must produce to the BUYER on request all relevant insurance details;</p> <p>(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;</p> <p>(c) gives no warranty as to the adequacy of the insurance;</p> <p>(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;</p> <p>(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</p> <p>(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).</p> <p>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.</p> <p>G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.</p> <p>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.</p>	<p>G7 Notice to complete</p> <p>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.</p> <p>G7.2 The person giving the notice must be READY TO COMPLETE.</p> <p>G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:</p> <p>(a) terminate the CONTRACT;</p> <p>(b) claim the deposit and any interest on it if held by a stakeholder;</p> <p>(c) forfeit the deposit and any interest on it;</p> <p>(d) resell the LOT; and</p> <p>(e) claim damages from the BUYER.</p> <p>G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:</p> <p>(a) terminate the CONTRACT; and</p> <p>(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.</p>	<p>Part 2 – BUYER to pay for ARREARS</p> <p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.</p> <p>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.</p> <p>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.</p> <p>Part 3 – BUYER not to pay for ARREARS</p> <p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS</p> <p>(a) so state; or</p> <p>(b) give no details of any ARREARS.</p> <p>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</p> <p>(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;</p> <p>(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);</p> <p>(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;</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
<p>G4 Title and identity</p> <p>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.</p> <p>G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:</p> <p>(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.</p> <p>(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.</p> <p>(c) If title is in the course of registration, title is to consist of:</p> <p>(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;</p> <p>(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and</p> <p>(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.</p> <p>(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.</p> <p>G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):</p> <p>(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</p> <p>(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any</p>	<p>G8 If the CONTRACT is brought to an end</p> <p>If the CONTRACT is lawfully brought to an end:</p> <p>(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and</p> <p>(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.</p> <p>G9 Landlord's licence</p> <p>G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.</p> <p>G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.</p> <p>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").</p> <p>G9.4 The SELLER must</p> <p>(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and</p> <p>(b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).</p> <p>G9.5 The BUYER must promptly</p> <p>(a) provide references and other relevant information; and</p> <p>(b) comply with the landlord's lawful requirements.</p> <p>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.</p> <p>G10 Interest and apportionments</p> <p>G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S</p>	<p>G12 Management</p> <p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES</p> <p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p> <p>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 licences; 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:</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>G13 Rent deposits</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>G13.4 Otherwise the SELLER must on COMPLETION pay and assign its</p>

interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

(a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

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

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

G15.3 The BUYER confirms that

(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

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

(a) of the BUYER'S VAT registration;

(b) that the BUYER has made a VAT OPTION; and

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

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

(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

(b) collect the rents payable under the TENANCIES and charge VAT on them.

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

(a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;

(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and

(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

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

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

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

G16.4 The SELLER and BUYER agree:

(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and

(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

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

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such 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:

(a) the SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees");

This notification must be given to the BUYER not less than 14 days before COMPLETION.

(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.

(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.

(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.

G21 Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

(a) service charge expenditure attributable to each TENANCY;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:

(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or

(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and

(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether

as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

(a) hold the warranty on trust for the BUYER; and

(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 Registration at the Land Registry

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;

(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and

(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

(a) apply for registration of the TRANSFER;

(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and

(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTS (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

1. The Deposit

1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following:

A5.5a. The Deposit:

a) must be paid to the AUCTIONEERS by bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)

b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER

2. Buyer's Administration Charge

2.1 Should your bid be successful you will be liable to pay a Buyer's Premium Fee of £720 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.

3. Extra Auction Conduct Conditions

3.1 Despite any special CONDITION to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special CONDITION may, however, require a higher minimum deposit.

4. Searches

On completion the Buyer shall pay to the Seller, in addition to the purchase price, the cost incurred by the Seller in obtaining the Searches included in the Auction Pack.

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