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and Property Companies including



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# Sale by AUCTION 11 Lots

On **WEDNESDAY 2ND JUNE 2021**

The sale will commence at **2.00pm**

**THIS WILL BE AN ONLINE AUCTION  
WITH REMOTE, PROXY AND  
TELEPHONE BIDDING ONLY**



Lot 11



Lot 6



Lot 9



SVA Property Auctions Ltd,  
13 Great King Street,  
Edinburgh EH3 6QW

Tel: 0131 624 6640

Fax: 0131 624 6630

info@sva-auctions.co.uk

www.sva-auctions.co.uk



Follow us on Twitter

## NOTICE TO ALL BIDDERS and TERMS AND CONDITIONS FOR REMOTE BIDDING

- 1 Please note the General Conditions of Sale at the back of this catalogue.
- 2 It will be assumed that all prospective purchasers have inspected the properties in which they are interested and have made the usual and necessary surveys and enquiries and bid solely as a result of such inspections, surveys and enquiries and not in reliance upon any representations or warranty whether written or implied and made by us on behalf of the Seller.
- 3 The successful bidder is under binding missives as soon as, A) the Auctioneer's hammer falls on his/her bid or, B) negotiations are concluded for an agreed post auction sale which is on Auction Terms and Conditions.
- 4 A non-refundable 10% deposit (minimum £3,000) on all successful bids must be paid by online transfer, cheque or Banker's Draft (made payable to SVA Property Auctions Ltd), unless the Guide Price of the Lot is less than £3,000, in which case the minimum deposit is £1,000. Please see clauses 16, 17 and 18 below along with the Remote Bidding Form for further details. **Please note we do not accept any form of credit or debit card and we are now not able to accept cash deposits.**
- 5 All maps and plans are reproduced for the convenience of purchasers and do not form part of any contract.  
Reproduced from the Ordnance Survey Maps by permission of the Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright, All rights reserved ES027129.2000 and also from Prodat Systems plc under Promap Licence Agreement SVAPRO.
- 6 Although it is not specifically intended to sell any Lots prior to the Auction, prospective purchasers are advised to check with the Auctioneers on the day prior to the sale that any Lot or Lots in which they are interested will still be offered.
- 7 This catalogue does not constitute any part of any offer or contract and all statements contained herein as to the Lots are made without responsibility and are not to be relied on as statements or representation of fact and neither SVA Property Auctions Ltd nor the Seller make any representations or warranty whatsoever in relation to the Lots. Any intending purchaser must satisfy himself/herself by inspection or otherwise as to the correctness of each of the statements contained in this catalogue.
- 8 In some instances letters, colour and hatching referred to in the Special Conditions of Sale may be omitted from the catalogue plans. Accurate lettering, servitude rights, etc. will be shown on the plans available from the offices of the solicitors, representing the Sellers.
- 9 The particulars contained in this brochure were prepared during April and May 2021 with the exception of any Lots being re-offered or when information is supplied by the various Joint Agents, Seller's Solicitors or their agents.
- 10 Where possible Post Codes have been included as part of the address for each lot. The Post Codes are included only to assist interested parties in locating the Lots. Please note that, strictly speaking, Post Codes are only allocated to property to which there is a postal delivery and due to the nature of some Lots we have had to try and identify the nearest relevant postal address. In the circumstances no guarantee is given as to the accuracy or otherwise of the Post Codes in the brochure or whether they will be acceptable to the Keeper when recording a Title.
- 11 This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at: [www.sva-auctions.co.uk](http://www.sva-auctions.co.uk) and/or contact us by email at [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) to obtain any updates/errata relating to any lots in which you may have an interest. Also look out for any additional material made available post publication of the auction brochure, in order to stay fully informed with the up to date information.
- 12 **Reserve Price:** The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the guide price (see below) and the reserve price for any lot can be subject to change up to and including the day of the auction.
- 13 **Guide Price:** The guide price or range of guide prices are given to assist potential bidders in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not usually fixed at this stage, the reserve can be adjusted by the Seller at any time up to and including the day of the auction. This may be in the light of interest shown during the marketing period. Where a guide price (or range of guide prices) is given the guide is the minimum price at which, or range of prices within which the Seller might be prepared to sell. The last published guide price will normally be at or above any reserve price, unless the Seller fixes the final reserve just before bidding commences. A guide price is different to a reserve price (see 12 above). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.
- 14 **Money Laundering Regulations**  
The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer Regulations 2017 (the "Regulations")  
To comply with the above, successful bidders are required to provide SVA Property Auctions Ltd with proof of identity and proof of current residential address by producing the following documents prior to signing the bidders form and signing the legal contract at the auction:
  - a photographic ID, such as a current signed passport, new style UK driving licence, UK old style paper driving licence, residential permit issued by the Home Office to EU Nationals on sight of their own country's passport;
  - a utility bill, bank or building society statement, or credit card bill issued within the previous 3 months, providing evidence of residency at the correspondence address.
  - If the bidder is acting on behalf of a limited company, the bidder will be required to provide personal proof of name and address as detailed above and in addition:
  - copy of the company certificate of incorporation;
  - written authority from the company that the bidder has the authority to represent and purchase on behalf of the company at the auction.Please contact SVA Property Auctions Ltd on email [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) should you have any queries regarding this matter.
- 15 The auction sale, due to the current working environment will be a 'closed door auction' and conducted entirely online. Parties intending to bid can use our remote bidding services for proxy, internet and telephone bidding. Our telephone bidding service is limited and will be available only by prior arrangement with SVA Property Auctions, please email [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) to arrange. [Click here for the Remote Bidding Form](#). You should complete and sign the Remote Bidding Form ticking the service you wish to use and ensure that the form, along with the required deposit and identification documents arrive with SVA Property Auctions Ltd no later than 12 noon Tuesday 1st June 2021, using one of the following methods: Email: [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) or by post or hand delivered to : SVA Property Auctions Ltd, 13 Great King Street, Edinburgh EH3 6QW. **Please note you will be required**

**to complete a separate form for each Lot you wish to bid on.**

Your instruction/registration to bid should be submitted along with required deposit in the form of a bank transfer into our clients' account (preferred option), cheque or bankers draft – payable to SVA Property Auctions Ltd. Our bank account details will be provided upon receipt of your signed remote bidding form and satisfactory identification. Bank transfers must be visible in our account 24 hours prior to the auction date for your bid to be accepted.

- 16 **PROXY BIDDING:** The required deposit payment is 10% of your maximum bid price (subject to a minimum of £3,000), unless the Guide Price of the Lot is less than £3,000, in which case the minimum deposit is £1,000. The Auctioneer will bid on your behalf against any other remote bidder(s) to the limit of our instructions/bid. You must state the maximum proxy bid price to which the auctioneer is authorised to bid on your behalf and this amount must be an exact figure. For example, the wording such as '£100 over the highest bid in the room' will not be accepted. SVA Property Auctions Ltd reserve the right not to bid on behalf of proxy bidders should there be any error, confusion (either apparent or otherwise) in respect of the instructions or accompanying deposit payment. If you are the successful bidder, and your deposit for the Lot is greater than 10% of the actual purchase price (plus VAT if applicable) then the surplus deposit will generally be deducted from the balance due on completion. Only in the event of a successful bid being for less than £1,000 will a refund of any surplus deposit funds be made and that refund will be only to reflect the surplus deposit above the purchase price. Proxy bidders must appreciate that due to the nature of the bidding they may not be the successful buyer when the sale price is at their maximum bid price as we may have reached the limit of their instructions before the final bid.
- 17 **INTERNET BIDDING:** The required deposit payment is £3,000, unless the intention is to bid only on Lots with Guide Prices of less than £3,000, in which case the minimum deposit is £1,000. This is a lump sum deposit payment to cover any number of Lots the bidder intends to bid on. If you are the successful bidder, and your deposit does not match your bid i.e. 10% of your bid (subject to a minimum deposit of £1,000/£3,000) plus VAT if applicable, you will be required to immediately pay the difference between 10% of the actual purchase price (plus VAT if applicable) of any and all Lots bought and the deposit amount you paid before bidding. If you are the successful bidder, and your deposit for the Lot is greater than 10% of the actual purchase price (plus VAT if applicable) then the surplus deposit will generally be deducted from the balance due on completion. Only in the event of a successful bid being for less than £1,000 will a refund of any surplus deposit funds be made and that refund will be only to reflect the surplus deposit above the purchase price. Internet bidding will require an additional pre-authorisation via Essential Information Group (EIG) who will run this service on our behalf. This authorisation will be via an email that will be sent to you for you to validate and register on their website. Please be assured that all information stored is strictly confidential. There is no charge for this remote bidding service and it is provided by EIG/SVA Property Auctions Ltd 'as is' and 'when is' available only. The provision of an internet bidding service is not guaranteed. Such services may not be continuous and may be interrupted by factors within or outside of our control. The remote bidder accepts that access to EIG services (whether the website, via the Auctioneer's website (if applicable) or the services or access to a particular lot) may be withdrawn at any time. Users must make alternative provision for making bids prior to the sale and must not rely on and are not entitled to rely on the services or the use of the Auctioneers site to make bids. The remote bidder accepts that SVA Property Auctions Ltd and EIG will not be held responsible for any bid that fails to be received or is delayed or where the bid is made in error.
- 18 **TELEPHONE BIDDING:** The required deposit payment is £3,000, unless the intention is to bid only on Lots with Guide Prices of less than £3,000, in which case the minimum deposit is £1,000. This is a lump sum deposit payment to cover any number of Lots the bidder

intends to bid on. If you are the successful bidder, and your deposit does not match your bid i.e. 10% of your bid (subject to a minimum deposit of £1,000/£3,000) plus VAT if applicable, you will be required to immediately pay the difference between 10% of the actual purchase price (plus VAT if applicable) of any and all Lots bought and the deposit amount you paid before bidding. If you are the successful bidder, and your deposit for the Lot is greater than 10% of the actual purchase price (plus VAT if applicable) then the surplus deposit will generally be deducted from the balance due on completion. Only in the event of a successful bid being for less than £1,000 will a refund of any surplus deposit funds be made and that refund will only be to reflect the surplus deposit above the purchase price. Telephone bidders will be contacted from the auction room just prior to the Lot being offered for sale and the bidder may then compete in the bidding through SVA staff. The bidder accepts that such contact is at the bidder's risk and in the event that the telephone link is not established or breaks down, or there is any error, confusion or disruption (either apparent or otherwise) then the bidder will not be able to take part in the auction.

- 19 **VAT:** Where applicable VAT should be added to any Deposit lodged with the Auctioneers, for any Proxy or Internet bid.
- 20 The Remote Bidding Form is downloadable from the SVA Property Auctions website – [www.sva-auctions.co.uk](http://www.sva-auctions.co.uk)
- 21 No liability will be accepted whatsoever for a bid not being made, whether through late arrival or non-delivery of a remote bidding form or deposit, lack of clarity of instructions or for any other reason whatsoever.

Deposits will be held to order and will be returned to unsuccessful remote bidders within 48 hours of the date of sale or as soon as possible thereafter. However, you should be aware that transfers may take up to 7-10 working days to clear. Cheques will be returned or destroyed, dependent upon instructions received.

All prudent prospective purchasers are strongly advised to contact SVA Property Auctions Ltd to confirm we have received the bidding authorisation paperwork and cleared funds for the deposit payment.

Any agreement to alter a remote bidding form at any time prior to or on the day of the auction must be in writing and acknowledged in writing by SVA Property Auctions Ltd. If any alteration to the bid documentation is received after 1pm on the day before the auction SVA Property Auctions Ltd cannot guarantee any amendment will be made, it is the bidder's responsibility to ensure we have all the correct information by the above deadline.

All remote bidders accept that their offer is legally binding and that if the hammer falls on their final bid, or a post auction sale is agreed, then the Auctioneer has full legal power to sign the contracts on their behalf providing for completion in accordance with the General and Special Conditions of Sale as applicable to that lot. The remote bidder will be deemed to have carried out their due diligence with respect to the lot details and legal pack information (including any special conditions of sale) prior to registering their bid. They are responsible for ensuring they are aware of any late amendments to either the property details or the associated legal pack. Auction errata will be updated on the SVA Property Auctions Ltd website: [www.sva-auctions.co.uk](http://www.sva-auctions.co.uk) In the event of a major amendment being necessary, and the Auctioneers not receiving any further instructions from a proxy bidder, the Auctioneers reserve the right not to bid on their behalf.

Bidders are strongly advised to contact SVA Property Auctions Ltd by email – [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) on the morning of the auction between 9am and 10am to ensure that there are no late amendments with respect to property details/legal pack.

**Legal Packs are available from the Seller's solicitors – For contact details please see Page 3 and the individual property particulars for further information**

**PLEASE NOTE: THE AUCTIONEER'S DECISION IS FINAL.**

## WELCOME TO SVA PROPERTY AUCTIONS' JUNE 2021 BROCHURE

Once again, a big "thank you" to all our clients, contractors and all those associated with SVA Property Auctions for continuing to work with us as we begin to emerge from the COVID related restrictions and the related challenges they have presented us with since the first lockdown in March 2020. We fully appreciate your continuing support. Our rebuilt website continues to evolve and we hope you find it user friendly - any feedback would be much appreciated.

Our March 2021 live streamed auction was a success and we continue to build on the lessons learnt at both that auction and the one held in September 2020.

With continually changing, but increasingly user friendly COVID regulations, it remains difficult to plan ahead with any certainty. Realistically, we are looking at the autumn before we believe we can pencil in a return to one of our venues and even then we may still have to contend with social distancing and restrictions on the numbers of people who can attend. Accordingly, we have prepared this brochure so that, once again, the sale will be held as an online live streamed event. This means bidding remotely via an online portal, or traditional proxy bidding or telephone bidding. This method of offering property and bidding has proved highly successful and is as close to the traditional "ballroom" format as possible. All bidders must register in advance of the auction. Further details on how to register for remote bidding are set out within the brochure. Please note that we are continuing our long-established policy of not making any administration charges or applying any buyer's premiums to the hammer prices.

The brochure contains 11 lots and we are delighted to welcome back Scottish Water and the Scottish Government (in the form of NHS Grampian) as Sellers. As usual the lots are hugely varied, both in terms of location (Aberdeenshire to Dumfriesshire) and in their nature. There are three small redundant tank sites, a substantial parcel of woodland near Helensburgh (not dissimilar to Kennel Wood which created good interest in the March auction) and attractive office premises in Musselburgh, which may hold potential for alternative uses.

Our staff are continuing to work safely either from home or where essential, on site. We look forward to seeing you, albeit virtually, next month. If you have any queries, please do get in touch with us via email: [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk)

**Shaun Vigers, Director, SVA Property Auctions Ltd**

### INDEX OF LOTS

<b>SW</b>	1	Site of Former Service Reservoir at Daviot, nr <b>INVERURIE, AB51 0JH</b>	7	Former Polmonthill WWTW, Off Avondale Road, Polmont, <b>NR FALKIRK, FK2 0YE</b>	
<b>SW</b>	2	Former Service Reservoir at Longhill, New Leeds, <b>NR PETERHEAD, AB42 4HX</b>	8	Land at Glenoran Estate, Glenoran Road, Rhu, <b>NR HELENSBURGH, G84 8JU</b>	
	3	21A Kirk Brae, <b>FRASERBURGH, AB43 9BY</b>	<b>SW</b>	9	Sorbie DSR, <b>NR LANGHOLM, DG13 0NF</b>
<b>SG</b>	4	Building Plot, Ladysbridge Cottages, <b>BANFF, AB45 2JR</b>	<b>QLTR</b>	10	57-59 Glasgow Road, <b>RUTHERGLEN, G73 1LJ</b>
	5	Land Nr Bedlormie Mains Farm, Nr Blackridge, <b>WEST Lothian, EH48 3AG</b>		11	18/20 Bridge Street, <b>MUSSELBURGH, EH21 6AG</b>
	6	Land at St Madoes Parish Church, St Madoes, <b>PERTSHIRE, PH2 7NF</b>			

### ALPHABETICAL INDEX OF LOTS

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	5	<b>NR BLACKRIDGE</b> Land Nr Bedlormie Mains Farm	<b>SW</b>	2	<b>NR PETERHEAD</b> Former Service Reservoir at Longhill, New Leeds
	3	<b>FRASERBURGH</b> 21A Kirk Brae		7	<b>POLMONT</b> Former Polmonthill WWTW, Off Avondale Road
	8	<b>NR HELENSBURGH</b> Land at Glenoran Estate, Glenoran Road, Rhu	<b>QLTR</b>	10	<b>RUTHERGLEN</b> 57-59 Glasgow Road
<b>SW</b>	1	<b>NR INVERURIE</b> Site of Former Service Reservoir at Daviot		6	<b>ST MADDOES</b> Land at St Madoes Parish Church
<b>SW</b>	9	<b>NR LANGHOLM</b> Sorbie DSR			

## SOLICITORS

The Lots hereinafter described unless previously sold or withdrawn will be exposed for sale by Public Roup on **Wednesday Second June Two Thousand and Twenty-One at 2pm**, by the Sellers. Any sale shall be subject to the General and Special Conditions of Sale. Further information regarding the Title Deeds, Articles of Roup and any Special Conditions of Sale not included in the brochure will be available, strictly by prior appointment, from the Sellers' Solicitors whose details are listed hereunder. Prospective purchasers are strongly reminded that enquiries of this nature should only be undertaken by their solicitors. **N.B. All enquiries regarding viewing arrangements and guide prices should specifically be directed to SVA Property Auctions Ltd (Email: info@sva-auctions.co.uk) or their Joint Agents.**

### Lots: 1, 2 & 9

Anderson Strathern LLP  
1 Rutland Court  
EDINBURGH  
EH3 8EY  
Tel: 0131 270 5371  
auctionlots@andersonstrathern.co.uk  
(Laura Flounders)

### Lot: 3

Blackadders LLP  
30 & 34 Reform Street  
DUNDEE  
DD1 1RJ  
Tel: 1382 342279  
emma.gray@blackadders.co.uk  
(Emma Gray)

### Lot: 4

Anderson House  
Breadalbane Street  
Edinburgh  
EH6 5JR  
Tel: 0131 275 7868  
moyra.mccammont@nhs.scot  
(Moyra McCammont)

### Lot: 5

Dentons UK and Middle East LLP  
Quartermile One, 15 Lauriston Pl,  
EDINBURGH  
EH3 9EP  
Tel: 0330 222 1737  
euan.taylor@dentons.com  
(Euan Taylor)

### Lot: 6

Church of Scotland  
121 George Street Edinburgh  
EH2 4YN  
Tel: 0131 240 2221  
eannan@churchofscotland.org.uk  
Tel: 0131 240 2263  
Properties@churchofscotland.org.uk  
(Elspeth Annan)

### Lot: 7

Harper Macleod LLP, The Ca'd'oro 45  
Gordon Street  
GLASGOW  
G1 3PE  
Tel: 0141 227 9622  
John.Meehan@harpermacleod.co.uk  
(John Meehan)

### Lot: 8

Stirling & Gilmour  
13 West Princes Street  
HELENSBURGH  
G84 8TF  
Tel: 01463 678185  
l.brownlie@stirlingandgilmour.co.uk  
(Loudon Brownlie)

### Lot: 10

Anderson Strathern LLP  
1 Rutland Court  
EDINBURGH  
EH3 8EY  
Tel: 0131 270 5371  
auctionlots@andersonstrathern.co.uk  
(Laura Flounders)

### Lot: 11

Milne & Co WS, Solicitors  
Hopetoun Crescent  
EDINBURGH  
EH7 4AY  
Tel: 0131 558 1441  
rory@milne.law  
(Rory Milne)

**SITE OF FORMER SERVICE RESERVOIR AT DAVIOT,  
NEAR INVERURIE, AB51 0JH**



**LOCATION:** The site has an elevated position with panoramic views to the south and adjoins a minor public road at the north edge of the village of Daviot. It is located 5 miles to the north of Inverurie and 23 miles from Aberdeen City Centre. Daviot is an attractive small rural settlement, which has a primary school and lies adjacent to the Daviot Estate that until the mid-1990's had been used as a Hospital and has since been converted into residential use with a network of public paths developed through its grounds by the Village Community Trust. Inverurie (population 13,500) is a significant service and retail centre for the area and has good road and rail links to Aberdeen and southwards. There is a Scottish Water sign within the site, which is marked "Daviot Reservoir". Grid Ref: NJ 7467828712.

**DESCRIPTION:** 0.05 acre rectangular site with approximate dimensions of 18m x 12m, within which a former 12,000 gallon concrete water tank remains in-situ. The site adjoins a minor public road on its east side, the grounds of a recently erected house on its north and west sides, and by a grass area on its south side which it is understood will be retained as a landscaped area as part of an adjoining 3 house development. The site is enclosed by an old concrete post & wire fence on 3 sides and a stone wall along its roadside boundary, in which there is a timber pedestrian gate. The concrete water tank is largely underground and has a flat concrete roof with raised aluminium access hatches at two of the corners. The tank is surrounded by an earth embankment.

**LOCAL PLANNING AUTHORITY:** The site lies within the Formartine Area of Aberdeenshire Council, whose local office is at 45 Bridge Street, Ellon, AB41 9AA. Tel: 01467 534333. Email: [planning@aberdeenshire.gov.uk](mailto:planning@aberdeenshire.gov.uk).

**SITE AREA:** 0.05 acres (approximately 223 square metres)

**TENURE:** Owner Vacant Possession.

**VIEWING:** At any time.



**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Anderson Strathern LLP, Laura Flounders. Tel: 0131 270 5371 Email: [auctionlots@andersonstrathern.co.uk](mailto:auctionlots@andersonstrathern.co.uk)



**Scottish Water**  
Trusted to serve Scotland

Rectangular Former Tank Site close to A952 and the Rural Settlement of New Leeds - 111 sq. m.

**FORMER SERVICE RESERVOIR AT LONGHILL, NEW LEEDS, PETERHEAD, ABERDEENSHIRE, AB42 4HX**



**LOCATION:** The site lies within agricultural land. It is located approximately 180 metres from the Mintlaw – Fraserburgh A952 road and 200 metres to the south-east of the small rural settlement of New Leeds. The nearest major centres of population are Mintlaw (population 3,000) - 4 miles to the south, Fraserburgh (population 13,500) - 8 miles to the north and Peterhead (population 19,500) – 12 miles to the south-east. There is a redundant Water Authority sign within the site, which is marked “Longhill Reservoir New Leeds”. Grid Ref: NJ9983154341.

**DESCRIPTION:** A rectangular site with approximate dimensions of 12.2 m x 9.1 m, within which a former concrete water tank remains in-situ. The site lies within an arable field and is enclosed by an old concrete post & wire fence. The concrete tank measures approximately 8 m x 4 m and is part underground and part above ground. It is surrounded by an earth embankment and its flat, grassed over roof, is approximately 1.2 metres above ground level, and fitted with aluminium access hatches at two of its corners.

**ACCESS:** Formal servitude rights of access from the A952 to the site are held along a 200 metre long strip that passes firstly through the grounds of a residential property and then through the field. This access has been reinstated by the respective owners of the house and field and there is currently no defined access route to the site. Prospective purchasers are advised to check site plans, boundaries and access provisions, the details of which are included within the title pack which can be obtained from the seller’s solicitors.

**LOCAL PLANNING AUTHORITY:** The site lies with-in the Buchan Area of Aberdeenshire Council, whose local office is at Buchan House, St Peters Street, Peterhead, AB42 1QF. Tel: 01467 534333. Email: [planning@aberdeenshire.gov.uk](mailto:planning@aberdeenshire.gov.uk).

**SITE AREA:** 111 sq.m. (133 sq. yds) approx.



**TENURE:** Owner Vacant Possession

**VIEWING:** At any time. The site lies within a cropped arable field – viewers should take all reasonable precautions not to cause damage to growing crops.

**SELLER’S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller’s Solicitors: Anderson Strathern LLP, Laura Flounders. Tel: 0131 270 5371 Email: [auctionlots@andersonstrathern.co.uk](mailto:auctionlots@andersonstrathern.co.uk)



**Scottish Water**  
Trusted to serve Scotland



**LOCATION:** The property lies on Kirk Brae within the heart of the town centre of Fraserburgh. Kirk Brae links Saltoun Square, which is a focal point of the town and Broad Street, the town's main shopping street, with Fraserburgh's harbour. This area includes a variety of impressive traditional buildings including: the Faithlie Centre, a building which has recently been restored and provides space for a range of Council services and community functions; traditional terraces that comprise a mix of ground floor shops and commercial premises, as well as tenement flats and Fraserburgh Old Parish Church, a Classical Georgian Church dating from 1801.

The coastal town of Fraserburgh is positioned at the far north-east corner of Aberdeenshire some 42 miles to the north of Aberdeen. It has a rich cultural and historic heritage that is based around its fishing industry and it still remains a major whitefish and shellfish port and a busy commercial harbour. The town has a population of circa 13,500 and is the major retail, commercial and administrative centre for the Banff and Buchan District of Aberdeenshire. Its facilities include a local hospital, a secondary school and a College of Higher Education, an 18 hole golf course, a Community and Sports Centre and miles of sandy beaches that provide some of the best windsurfing conditions in the country.

**DESCRIPTION:** The property comprises a ground floor retail unit within a 3 storey mid-terraced building, which until recently has been run by the Salvation Army as a Care and Share Shop. It is adjoined on either side by similar small retail units and above are tenement flats. The building has stone walls and chimneys and a pitched slated roof with front and rear slated mansards. The premises has internal dimensions of 3.55 metres wide x 7.1 metres deep and includes a sales area with, at the rear, a small w.c. It has a timber panel external door off Kirk Brae, a uPVC framed shop window and internally it has a suspended timber floor, walls lined with plaster and a false ceiling. Fittings include a small counter and slatwall panels along both side walls. There has been some

recent water ingress above the shop window.

**ACCOMODATION:** internal floor area – 25.2 sq.m. (271 sq.ft)

**SERVICES:** It is understood that the property is served with mains water, electricity and drainage.

**PLANNING:** The property lies within Fraserburgh Conservation Area. Under the Fraserburgh 2021 Heritage Scheme a regeneration scheme is currently taking place in the Town Centre, focusing on restoring and enhancing the built heritage of the Conservation Area. Work is due to commence in spring / summer 2021 on the Kirk Brae Public Realm Scheme under which the paving and carriageway of Kirk Brae will be upgraded and various environmental improvements will be made.

**LOCAL PLANNING AUTHORITY:** The property lies with-in the Banff and Buchan area of Aberdeenshire Council. Interested parties wishing to enquire about planning issues or proposals they may have for the property should contact the Council's Planning Department at The Town House, Low Street, Banff, Aberdeenshire, AB45 1AU. Tel No: 01467 534333. Email: [planning@aberdeenshire.gov.uk](mailto:planning@aberdeenshire.gov.uk).

**RATEABLE VALUE:** £1,350. **EPC RATING:** N/a

**TENURE:** Owner vacant possession. The Seller is The Salvation Army Trustee Company. Scottish Registered Charity No SC009359.

**VIEWING:** By prior arrangement with the auctioneers, SVA Property Auctions Ltd. Tel – 0131 624 6640.

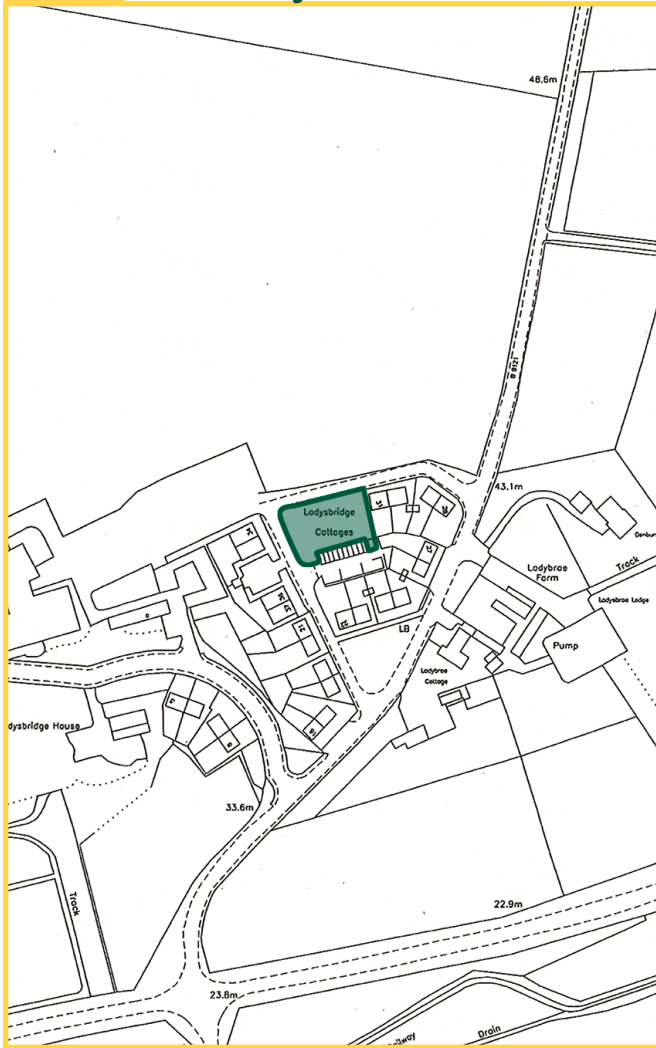
**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Blackadders LLP. Emma Gray. Tel: 01382 342279. Email: [Emma.Gray@blackadders.co.uk](mailto:Emma.Gray@blackadders.co.uk)



# Lot 4

Plot of Ground in Residential Area - 0.127 Ha (0.31 Acre)

## BUILDING PLOT, LADYSBRIDGE COTTAGES, BANFF, AB45 2JR



**SITE AREA:** 0.127 Ha (0.31 Acre) approx.

**PLANNING:** The lot would appear to comprise a small site suitable for residential infill, subject to obtaining all relevant consents. Interested parties should make their enquiries with the local planning authority which is Aberdeenshire Council - Banff and Buchan Team, The Town House, Low Street, Banff, AB45 1AY. Tel - 01467 534333. Email: [planning@aberdeenshire.gov.uk](mailto:planning@aberdeenshire.gov.uk)

**TENURE:** Owner vacant possession.

**VIEWING:** At any time.

**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Central Legal Office, NHS National Services Scotland. Moyra McCammont. Tel: 0131 275 7868. Email: [moyra.mccammont@nhs.scot](mailto:moyra.mccammont@nhs.scot)

**LOCATION:** Banff is a popular town on the north coast of Morayshire. The area provides much in the way of leisure activities with excellent fishing opportunities, golf clubs and Moray coastal walking routes. Ladysbridge Cottages is a small residential development on the edge of the former Ladysbridge Hospital which closed in 2003 and has since been redeveloped for residential use and formed into a settlement under the name Ladysbridge Village. The village is situated less than 3 miles west of Banff.

**DIRECTIONS:** Heading east on the A98 from Fochabers to Banff take the road to your left signed B9121. Then take the second road on your left which takes you into Ladysbridge Cottages and the site is on your right.

**DESCRIPTION:** The site comprises a regularly shaped area of ground which has an attractive outlook over fields to the north. The site is bounded to the west and north by public roads, to the east by the garden ground of a residential property and to the south by a row of private garages. Most recently laid to grass, the site is now overgrown.



Scottish Government  
Riaghaltas na h-Alba  
[gov.scot](http://gov.scot)

**LAND NR BEDLORMIE MAINS FARM, NR BLACKRIDGE,  
WEST LOTHIAN, EH48 3AG**



**LOCATION:** The property is located in a rural area, close to the council boundary between West Lothian and North Lanarkshire. The site is located approximately 1.5 miles to the west of Blackridge and lies to the south of both the A89 Airdrie Rd and the Airdrie to Bathgate railway line. Grid Ref: NS8712566713. Originally the site was accessed from the A89, via a metal rail farm gate, situated on the south side of the road, a short distance east from the point where the A89 road crosses over the railway line.

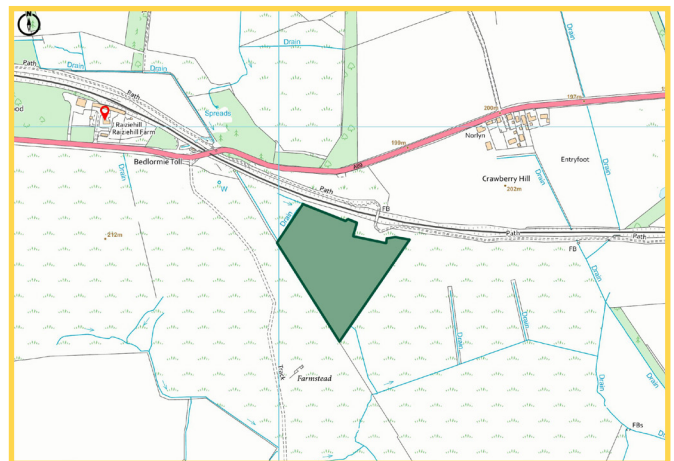
**DESCRIPTION:** An irregularly shaped area of ground, situated to the south-west of the railway line and close to the point where a bridge crosses the railway linking two lineside tracks. The site's boundaries are believed to be largely undefined, and the ground appears to be undulating and down to rough vegetation.

**SITE AREA:** 5.4 Ha (13.34 Acres) approx.

**PLANNING:** The local planning authority is West Lothian Council, where enquiries should be directed to the Development Planning & Environment Team – Email: [dpgeneral@westlothian.gov.uk](mailto:dpgeneral@westlothian.gov.uk)

**TENURE:** Owner vacant possession.

**VIEWING:** Interested parties should note that the site is remote from the road frontage. At the time of SVA Property Auctions' visit, livestock occupied the field between the public road and the site. In addition there is no safe place to park on the A89 near the roadside gate. In the circumstances, it is strongly recommended that on-site inspections are not attempted.



**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup, and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Dentons UK and Middle East LLP. Euan Taylor. Tel: 0330 222 1737. Email: [Euan.Taylor@dentons.com](mailto:Euan.Taylor@dentons.com)

**LAND AT ST MADDOES PARISH CHURCH, ST MADDOES, PERTSHIRE PH2 7NF**

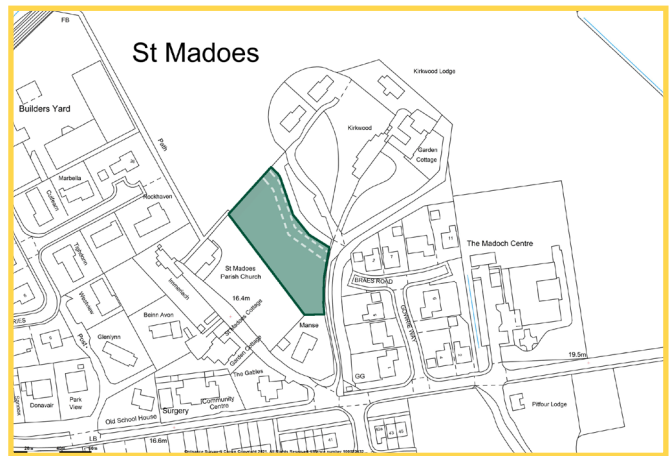


**LOCATION:** St Maddoes is an attractive village in the Carse of Gowrie located in the heart of rural Perthshire approximately six miles south east of Perth and 16 miles south west of Dundee. The village has a range of local amenities including primary schooling and a community centre. Although set in a rural location, there is easy access to the A90 and the wider motorway network. Both Perth and Dundee provide more extensive facilities, services and attractions. The area for sale is located to the east of St Maddoes Church on the north east side of the village. Grid Ref: NO1970721221.

**DESCRIPTION:** This is a good sized gap site extending to approximately 2,400 sq.m. situated adjacent to and east of St Maddoes Parish Church and grounds. The site sits within a residential area and is bounded to the north east and east by housing on Braes Way and Gowrie Way and open land to the north west. The site is mainly down to scrub/shrubs and there are some trees and hedging along the boundaries. The adjacent church building, which dates from 1799, is now within private ownership having been sold by the Church of Scotland following the construction of the nearby St Maddoch Centre which is where the congregation is now based. The graveyard is maintained by Perth and Kinross Council and features several significant stones dating back to the 18th century. Access to the site is taken from the main road running through the village and a non-exclusive right of access will be granted from this road along the driveway leading to the plot. This is a well situated site, with easy access to village amenities and provides for convenient commuting via the surrounding road network. It provides for an excellent development opportunity with the principle of residential development already being established over most of the plot.

**SITE AREA:** 0.26 Ha (0.64 Acre) approx.

**PLANNING:** Planning permission in principle, subject to conditions, for a residential development was granted in September 2015 (Ref: 15/00908/IPL). This permission covered a slightly different area to that now being offered for sale. Full details relating to the application can be seen on the Council's planning portal. We understand that this approval has now lapsed. For further information prospective purchasers are advised to contact Perth and Kinross Council, Development Management, Pullar House, 35 Kinnoull Street, Perth, PH1 5GD. Tel: 01738 475300. Email: developmentmanagement@pkc.gov.uk



**TENURE:** Owner Vacant Possession. The Seller is The Church of Scotland General Trustees - Scottish Charity Number No. SC014574. It should be noted that water and drainage pipes as well as underground electricity cables serving the adjoining housing development, run through part of the site and there are electricity poles & overhead wires within the plot.

**VIEWING:** At any time.

**SOLICITORS:** Further information regarding the Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors, Mrs Elspeth Annan, Depute Solicitor, Church of Scotland Law Department, 121 George Street, Edinburgh EH2 4YN Tel: 0131 240 2221 Email: EANNAN@churchofscotland.org.uk

**FORMER POLMONTHILL WWTW, OFF AVONDALE ROAD, POLMONT, NR FALKIRK, FK2 0YE**



**LOCATION:** The property is situated in Scotland's Central Belt, just to the south-east of Grangemouth and to the north-east of Polmont. It is well located to benefit from the motorway network with Avondale Road connecting directly to the M9 motorway. From the M9, leave the motorway at junction 4 and head north following the sign for the golf course and ski centre, passing the Avondale Waste Treatment Centre on the left. Follow the road for just over 0.5 mile, turning sharp right at Grangemouth Golf Club House. At the bottom of the hill turn sharp left and then immediately right, at Polmonthill Cottage, onto the roadway which leads up to the complex. Grid Ref: NS9532879616.

**DESCRIPTION:** A substantial site of irregular shape, the property largely comprises the redundant Polmonthill WWTW and associated land. However, it excludes an operational wastewater pumping station and adjacent equipment which are located on the southern edge of the site and which have shared rights of access over the roadway both leading to and within the subjects of sale.

Within the site are a former control/administration building which is a mainly 2-storey structure of concrete construction under a flat roof and which originally provided a selection of offices and control rooms. The building is adjoined, to the west, by a single storey garage with sliding concertina door and it was also linked, to the east, by a walkway to first floor accommodation standing on concrete legs. These structures are now derelict, but originally provided some 421 sq.m. (4,535 sq.ft) of accommodation.

Within the rest of the site, which is now largely overgrown, there is a selection of settling and treatment tanks along with other structures and buildings associated with the property's former use as a wastewater treatment works. The balance of the ground is down to scrub, grass and semi-mature trees with areas of tarmac surfaced circulation roadway. The majority of the site is bounded by concrete post and chain link fences, or in the case of the operational pumping station, more modern metal post and wire fences. The subjects of sale also extends to the north and east, to the median line of the River Avon and includes areas of deciduous trees.

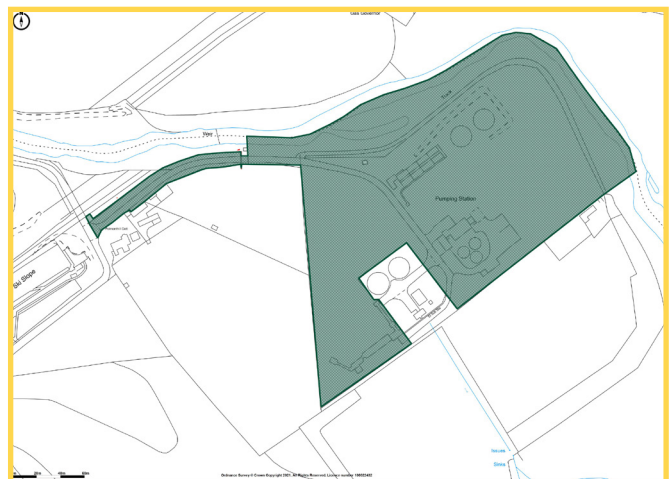
**SITE AREA:** 4.74Ha (11.71Acres) approx.

**PLANNING:** The site has potential for a variety of alternative uses. In January 2018 planning consent was granted for "Change of Use of Disused Sewage Works to Aquaponics Business (For the Production of Vegetable Produce and Fish Farming) and Erection of Polytunnels" – Ref: P/17/0685/FUL. Interested parties should make their own enquiries to Falkirk Council Development Control Team concerning alternative uses for the site on Tel: 01324 504748 or Email: [dc@falkirk.gov.uk](mailto:dc@falkirk.gov.uk)

**TENURE:** Owner vacant possession. A Licence Agreement has been granted for the movement of pedestrians and horses etc over the roadway from Polmonthill Cottage leading to the complex and then along a track running around the northern side of the site, to provide access to an area of grazing lying to the south-east of the property. The agreement is terminable on one month's notice by either party. A copy of the agreement forms part of the Legal Pack. Interested parties should note that a High Pressure Gas Pipeline runs within the site, adjacent to the north-east and northern boundaries.

**VIEWING:** By arrangement through the Auctioneers, SVA Property Auctions Ltd, Tel: 0131 624 6640. Viewings will be entirely at the risk of the interested parties who are advised to take care on site due to the presence of hidden equipment, chambers and derelict buildings.

**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup, and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Harper Macleod LLP, John Meehan. Tel: 0141 227 9622. Email: [John.Meehan@harpermacleod.co.uk](mailto:John.Meehan@harpermacleod.co.uk)



**LAND AT GLENORAN ESTATE, GLENORAN ROAD, RHU, NR HELENSBURGH, G84 8JU**



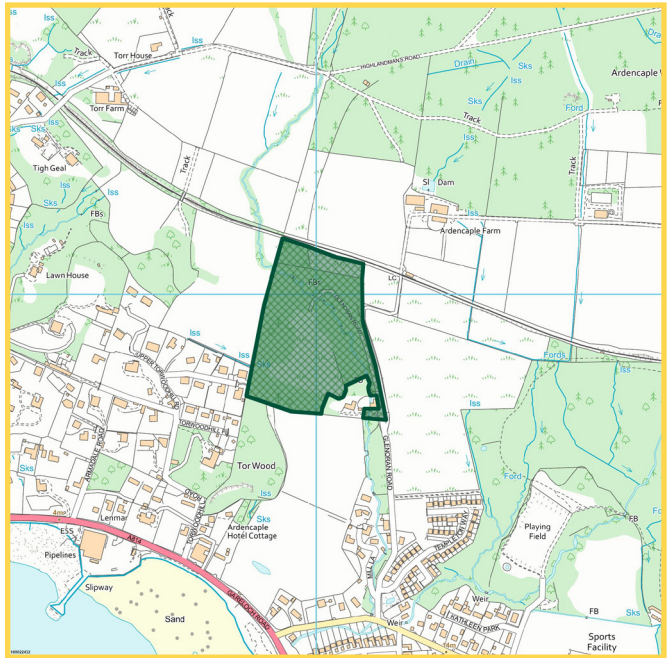
**LOCATION:** The property occupies an elevated position on a generally south facing hillside, between Rhu and Helensburgh, overlooking Gare Loch and the Firth of Clyde. Approaching from the east, pass through Helensburgh and follow the coast road (A814-Gareloch Rd) for roughly 1.5 miles towards Rhu. Pass the Helensburgh Sailing Club building on the left and just before the town sign for Rhu, turn right into Rhu Road Higher and almost immediately, at the roundabout, turn left into Glenoran Rd. Follow this road, passing new residential development on the right (Templeton Way) and generally head uphill for 0.2 mile. Take the right fork at the entrance to “Ardentigh” at which point the road/track becomes roughly surfaced and quite steep. The eastern boundary of the property is on your left and at the point where the track turns sharp right, there is an entrance to the property. Grid Ref: NS2801983923

**DESCRIPTION:** Originally the site of Glenoran House, which was built in the mid-19th century for Charles Kidston of the well know Kidston family, very little remains of the original house and its associated buildings, although some of the terraced gardens and ornamental trees are still discernible within the site. Towards the northern end of the site there are the ruinous remains of some stonewalls. The property is now largely covered with a mix of deciduous and evergreen trees, some of considerable maturity and others self-seeded, together with rhododendrons and other undergrowth. The remains of the original driveway bisects the property and a burn, crossed by footbridges, meanders through the site. The eastern boundary of the property is defined by a stonewall, whilst the northern boundary is defined by a timber post and wire fence with the Helensburgh-Garelochhead railway line beyond.

**SITE AREA:** 6.3 Ha (15.56 Acres) approx.

**PLANNING:** The property lies within the Helensburgh and Lomond area of Argyll and Bute Council. Interested parties can contact the relevant planning team via Tel: 01546 605518 or Email: [planning.handl@argyll-bute.gov.uk](mailto:planning.handl@argyll-bute.gov.uk)

**TENURE:** Owner vacant possession. Interested parties should note that the bulk of the site is the subject of a Tree Preservation Order.



**VIEWING:** At any time. Glenoran Rd, especially the upper sections are steep, roughly surfaced and narrow. Please park with consideration for other users of the road.

**SELLER’S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup, and any Special Conditions of Sale will be available, strictly by request, from the Seller’s Solicitors: Stirling & Gilmour. W K Loudon Brownlie. Tel: 01436 678185. Email: [l.brownlie@stirlingandgilmour.co.uk](mailto:l.brownlie@stirlingandgilmour.co.uk)

**JOINT AUCTIONEERS:** Pearson Property Consultancy. Malcolm Pearson. Tel: 07876 768751. Email: [malcolm@pearson-property.co.uk](mailto:malcolm@pearson-property.co.uk)





**LOCATION:** Located in the south of Scotland, the site lies some 3.5 miles north of Langholm in Dumfries and Galloway. Langholm (population 2,500) is an attractive town lying 20 miles north of Carlisle on the main A7 between Carlisle and Edinburgh. It is also within easy reach of Lockerbie (18 miles) and Hawick (23 miles). Set amidst fine scenery and lying at the confluence of the River Esk and the Ewes Water, the town grew around the textile industry and although now consolidated, the woollen industry still retains a foothold. The area is surrounded by some of the finest countryside in the South of Scotland and North of England and is ideally located for countryside pursuits including walking and cycling.

**DIRECTIONS:** Heading north from Langholm on the A7, after approx. 3.5 miles take the next turning left at Sorbie Farm and signed Eskdalemuir. Follow this unclassified road for around 800m and you will see the site on the right hand side on the hillside. There is a field gate at the roadside providing access on foot to the site. Grid Ref: NY3590789610

**DESCRIPTION:** The property is in a rural location set on a south east facing hillside and comprises a rectangular site housing an underground tank with two large metal covers and a concrete slabbed area at ground level. There is also a ground level concrete cover situated just out with the fenced area. It is located within the south western corner of a field near to the public road. The site is demarcated with post and rail fencing and it has a pedestrian metal access gate on its upper side. The total site area included within the title extends to 126 sq.m (154 sq.yds). Prospective purchasers are advised to check site plans, boundaries and access provision, the details of which are included within the title pack which can be obtained from the seller's solicitors. The site is surrounded by rough grazing land.

**SITE AREA:** 129 sq.m. (154 sq.yds) approx.

**PLANNING:** Alternative uses may be possible and interested parties should make their own enquiries to Dumfries and Galloway Council, Development Management Email: [planning@dumgal.gov.uk](mailto:planning@dumgal.gov.uk).



**TENURE:** Owner Vacant Possession.

**VIEWING:** At any time. Please be mindful of farming activities within the area.

**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Anderson Strathern LLP, Laura Flounders. Tel: 0131 270 5371 Email: [auctionlots@andersonstrathern.co.uk](mailto:auctionlots@andersonstrathern.co.uk)



**Scottish Water**  
Trusted to serve Scotland



**LOCATION:** Rutherglen is situated to the south-east of Glasgow City Centre and the property is located in an area which is home to a variety both commercial and industrial uses. Heading west on Main Street, Rutherglen (B768), turn right onto Glasgow Road (A730). The property is on the left adjacent to a small layby/parking area and is situated between the former O’Leary’s public house (currently being redeveloped) and a short terrace of single storey retail and licensed premises.

**DESCRIPTION:** The property comprises a rectangular, roughly surfaced site, which until recently had an advertising hoarding panel erected on its frontage. The property’s north and southern boundaries are defined by the neighbouring buildings, whilst its frontage and rear boundary are currently undefined.

**SITE AREA:** 309 sq.m. (0.07Acre) approx.

**PLANNING:** The property’s most recent use was for the siting of an advertising hoarding. Subject to obtaining all relevant consents, the site should be suitable for some form of infill development. Interested parties should make their own enquiries concerning the site’s recent use and any other proposals to South Lanarkshire Council, Planning and Building Standards Team. Tel: 0303 123 1015 or Email: [planning@southlanarkshire.gov.uk](mailto:planning@southlanarkshire.gov.uk)

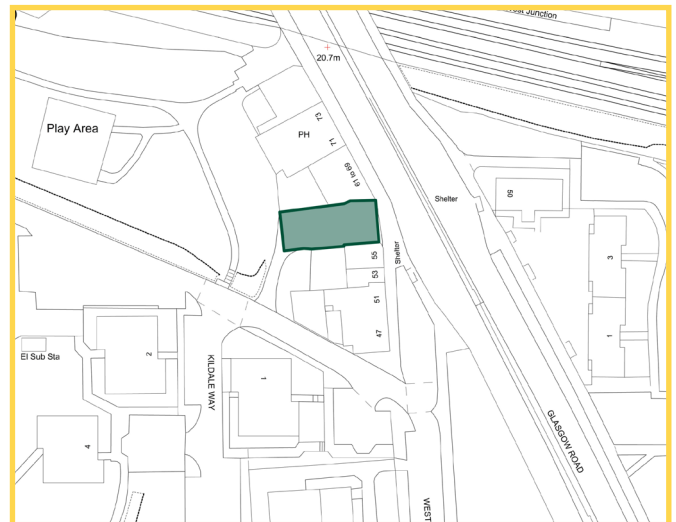
**RATEABLE VALUE:** The property does not currently appear in the Valuation Roll.

**TENURE:** Owner vacant possession. At the time of SVA Property Auctions’ most recent inspection, there were some scaffolding and building materials on the site, which appear to be associated with the renovation/extension works being undertaken to the building to the south. No permission has been sought or granted for these materials to be on site and this encroachment is unauthorised.

**VIEWING:** At any time. Interested parties should note that there

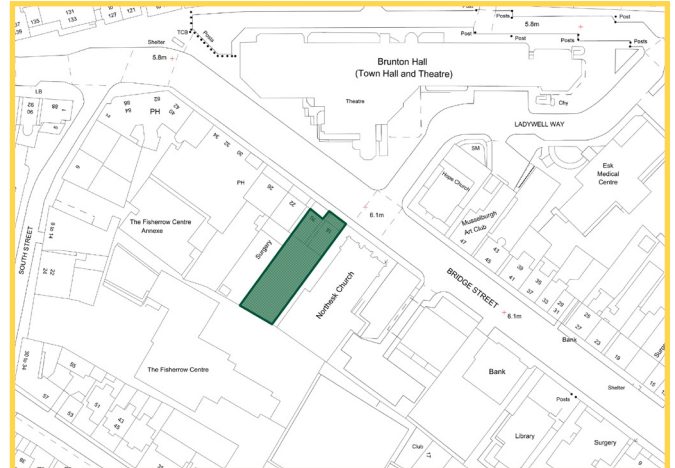
are building works underway to an adjacent building and therefore appropriate care should be taken if on the site.

**SELLER’S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup, and any Special Conditions of Sale will be available, strictly by request, from the Seller’s Solicitors: Anderson Strathern LLP, Laura Flounders. Tel: 0131 270 5371 Email: [auCTIONlots@andersonstrathern.co.uk](mailto:auCTIONlots@andersonstrathern.co.uk)



B Listed, Well Located Office Premises arranged into Three Self-Contained Suites. Potential for Alternative Uses – 188 sq.m. (2,023 sq.ft.)

## 18/20 BRIDGE STREET, MUSSELBURGH, EH21 6AG



**LOCATION:** Musselburgh is the largest settlement in East Lothian and is situated on the southern shore of the Firth of Forth, some 5 miles east of Edinburgh city centre. It has a population of 20,840 and provides a wide range of local and sub-regional services. It is home to Loretto School, Musselburgh Race Course and Musselburgh Links, the latter being acknowledged as the oldest continuously played golf course in the world. The property is located on the south side of Bridge St, opposite the Brunton Theatre and next to the North Esk Parish Church. There is both on and off - street parking in the immediate vicinity of the building.

**DESCRIPTION:** The property comprises the ground floor and lower ground floors of an end terrace former Townhouse of traditional stone construction under pitched and slate clad roof. The upper floor of the building is in separate ownership however, the entire block is Category B Listed. There are separate entrances to both the ground and lower ground floor accommodation and there is a substantial area of former garden ground to the rear of the property, which can also be accessed from both levels.

**ACCOMMODATION:** The accommodation is predominately cellular in nature, with a good sized essentially open plan public space at the front of the building, together with three further offices on the ground floor, with each of the lower floor suites comprising a single office. Many of the ground floor rooms retain original features such as cornice work and ceiling roses. The accommodation is finished to a good standard with modern fluorescent and wall mounted lights and a gas fired central heating system throughout. Each suite of offices has a kitchenette, there are both ladies and gentlemen's toilets on the ground floor, and both lower level offices have their own toilets.

### FLOOR AREA:

Ground Floor:	121 sq.m. (1,302 sq.ft)
Lower Ground Floor 1:	33 sq.m. (355 sq.ft)
Lower Ground Floor 2:	34 sq.m. (366 sq.ft)
<b>Total Accommodation:</b>	<b>188 sq.m. (2,023 sq.ft) approx.</b>

**PLANNING:** Currently office accommodation, the property may hold potential for conversion to other commercial and/or residential uses. There may also be scope to re-instate/create an internal stair linking both parts of the property internally. Interested parties should make their own enquiries to East Lothian Council Planning Department. Tel: 01620 827216 or email: [environment@eastlothian.gov.uk](mailto:environment@eastlothian.gov.uk)



**RATEABLE VALUE:** There are currently three entries in the Valuation Roll for this property. No 18 Bridge St - £10,000; No 18A Bridge St - £2,250; and No 18(BF) Bridge St - £2,450.

**EPC:** Band F.

**TENURE:** Owner vacant possession.

**VIEWING:** Strictly by arrangement with the Auctioneers, SVA Property Auctions Ltd. Tel: 0131 624 6640.

**SELLER'S SOLICITORS:** Further information regarding Title Deeds, Articles of Roup, and any Special Conditions of Sale will be available, strictly by request, from the Seller's Solicitors: Milne & Co WS. Rory Milne. Tel: 0131 558 1441. Email: [rory@milne.law](mailto:rory@milne.law)



**SVA PROPERTY AUCTIONS' GENERAL CONDITIONS OF SALE  
SUBJECT TO NOTICE TO ALL BIDDERS AND TERMS AND  
CONDITIONS FOR REMOTE BIDDING (INSIDE FRONT COVER  
AND PAGE 1)**

**1 Reservation of Right to Withdraw the Lot**

The Seller reserves to itself the following rights:-

- 1.1 to withdraw any Lot from the sale, and
- 1.2 to consolidate two or more Lots into one.

**2 RESERVE PRICE**

There will be an undisclosed reserve price.

**3 BIDDING**

The person offering the reserve price, or if there be more offers than one, the highest Offeror, shall be preferred to the purchase (the "Offeror"). In the event of competition, each offer after the first shall exceed the immediately preceding offer by at least such sum as shall from time to time be prescribed by the Judge of the Roup. On the Lot being knocked down, the successful Offeror must, on being asked by the Judge of the Roup or his Clerk, give his name and address or name and address of the person on whose behalf he has been bidding ("the Purchaser") and in default the Judge of the Roup shall be entitled to resubmit the Lot for sale. The successful Offeror shall be required to subscribe a Minute of Preference and Enactment and shall become bound and obliged for the sum offered by him, whether he has signed the Minute of Preference and Enactment or not, upon the General and Special Conditions. The Seller reserves the right to bid by itself or by the Auctioneer up to the reserve price.

**4 DEPOSIT**

A minimum non-refundable deposit of either £3,000 or ten percent of the purchase price whichever is the greater shall be paid by either the successful Offeror or the successful Purchaser to the Auctioneers, SVA Property Auctions Ltd, as Agents for the Seller and stakeholders between the parties. In the event that the total purchase price is £3,000 or less, the minimum non-refundable deposit is £1,000. If the successful Offeror or the successful Purchaser shall fail to make the deposit the Judge of Roup may resell the Lot or require the immediately preceding Offeror to complete the purchase at his/her last offer without prejudice to the Seller's right to claim damages against the Purchaser for his failure. If a cheque given for the payment of the deposit is dishonoured on presentation or if the successful Purchaser fails to pay such a deposit the Seller may treat such dishonour or failure as a repudiation of the Contract without prejudice to the Seller's right to claim damages for repudiation of the contract against the Purchaser. The Judge of the Roup reserves the right to hold the Minute of Preference and Enactment signed by him on behalf of the Seller until the cheque given for payment of the deposit has been cleared.

**5 DATE OF ENTRY AND PAYMENT OF BALANCE OF PURCHASE PRICE**

Unless otherwise stated in the Special Conditions of Sale, the Purchaser's Date of Entry shall be the Thirtieth Day of June, Two Thousand and Twenty One, when the purchase price plus any Value Added Tax due thereon less the deposit shall be paid and the Purchaser shall in writing authorise the release of the deposit to the Seller. For the avoidance of doubt, payment of the balance of the purchase price plus any Value Added Tax due thereon together with such written authorisation on the Date of Entry is an essential condition of the contract. Consignation of the balance of the purchase price plus any Value Added Tax due thereon in bank and joint names will not be competent. In the event of non-payment of the balance of the purchase price plus any Value Added Tax due thereon on the due date, interest will be payable thereon at a rate of 5 per cent above the base rate of the Royal Bank of Scotland plc from the Date of Entry until paid. Notwithstanding the foregoing, in the event that the balance of the purchase price plus any Value Added Tax due thereon together with the interest thereon is not paid or such written authorisation is not issued in either case within 14 days after the Date of Entry, the Seller will be entitled to resile from the contract without liability and in such circumstances, the Purchaser's deposit will be held to be forfeit without prejudice to the Seller's right to claim damages for all the loss suffered as a result of the repudiation of the contract by the Purchaser so far as such loss exceeds the deposit forfeited by the Purchaser.

**6 INSURANCE**

The Purchaser shall make his own arrangements for insurance of the Lot with effect from the date of the subscription of the Minute of Preference and Enactment and the Seller will be under no liability as from said date for the destruction or partial destruction of the Lot from whatsoever cause. The Purchaser will be bound to proceed with the purchase of the Lot notwithstanding damage to or destruction of the Lot from whatever cause.

**7 APPORTIONMENT OF RENTS, RATES AND TAXES ETC.**

The Purchaser shall have right to any rentals of the Lot purchased by him applicable to the possession from and after the Date of Entry and rates, taxes and other burdens shall be apportioned as at the Date of Entry.

**8 TITLE**

The title will be taken as it stands and the Purchaser shall be taken bound to have satisfied himself; (i) as to the validity and sufficiency of the title, including any plans and bounding description; (ii) as to the Seller's right to the Lot and its power to sell same and (iii) that there is no conflict between the extent of the Lot and any registered cadastral units. Without prejudice to the foregoing or to any other General or Special Conditions of Sale the Purchaser will be bound to accept the title subject to such encumbrances (as defined in section 9 of the Land Registration etc. (Scotland) Act 2012, caveats (as defined in Part 6 of the Land Registration etc. (Scotland) Act 2012, burdens, rights of pre-emption and restrictions on use as are contained in the title and will be bound to comply therewith or obtain waivers thereof all at his own expense.

**9 SERVITUDES**

The Lot will be sold under burden of any servitudes and rights of wayleaves for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in through or across the Lot. The Purchaser shall satisfy himself as to the existence of any sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays and shall free and relieve the Seller of all claims and liability of every kind in respect of any future interference with the said sewers and others due to his operations in erecting buildings on the Lot or otherwise.

**10 SEARCHES**

No Searches, legal reports or plans reports will be exhibited or delivered. Unless otherwise provided for in any Special Conditions of Sale, the Seller will not apply for any advance notice, and no letter of obligation will be granted by the Seller's solicitors. However, the Seller will be responsible for the discharge of any recorded standard securities affecting the Lot that are disclosed to it by the Purchaser prior to the Date of Entry.

**11 "TANTUM ET TALE" CLAUSE**

The Lot is exposed tantum et tale as it exists and with no warranty as to description, extents, boundaries, advertisements, accommodation, rentals, rateable value, payments, leases, burdens, servitudes, rights of way, wayleaves, building warrants, certificates of completion, planning or any orders, regulations or notices made or issued by an authority or any particulars, plans or information given by the Seller or its Agents or any further matter or thing of any kind whatever but the Purchaser admits that he has enquired and satisfied himself on all matters or otherwise he takes all risks. Without prejudice to the foregoing generality, the Seller gives no representation or warranty as to whether the Lot is affected by rights and interests of statutory undertakers including, without prejudice to the said generality, rights and interests in relation to electricity sub-stations, generators and gas governors and that irrespective of whether such rights and interests are held under lease, title, missives or otherwise nor as to the extent to which the Lot is subject to or has the benefit of any leases and other rights of occupancy and possession or other third party interests. For the avoidance of any doubt the cost of implementation of any outstanding statutory notice will be the responsibility of the Purchasers. No warranty is given that the formal documentation in respect of any leases and other rights of occupancy and possession affecting the Lot are available for examination or delivery. Without prejudice to the foregoing or any other General or Special Conditions where a sale induces registration in the Land Register of Scotland the Purchaser shall be bound to accept any existing exclusion of Keeper's indemnity, or exclusion or limitation of the Keeper's warranty so long as it is not material.

**12 MINERALS**

The minerals will be conveyed only in so far as the Seller has right thereto.

**13 TENANT'S AND OTHER CLAIMS**

The Purchaser shall be bound to relieve the Seller of all claims in any way competent to tenants or others whether such claims arise by agreement or at Common Law or by Statute and of all payments or charges, whether by way of redemption or otherwise or in respect of repairs and whether payable in one sum or by instalments.

**14 JUDGE OF ROUP**

The Judge of Roup shall be the Auctioneer named in any Minute of Preference and Enactment to be annexed hereto and shall have power to determine whatever questions and differences may occur at the Roup between the Seller and the Offeror or among the Offerors themselves in relation to the foresaid Roup, to prefer the highest Offeror and also adjourn the Roup from time to time.

**15 RELIEF AGAINST OBLIGATIONS**

The Purchaser shall free and relieve the Seller of all obligations incumbent upon the Seller to construct, uphold and maintain any fences, drains, ditches, water supplies or other works within or connected with the Lot.

**16 VALUE ADDED TAX**

Should VAT be chargeable on the Lot, then the Seller reserves the right to charge VAT in addition to the purchase price.

**17 CONTENTS**

The Seller will not be responsible for clearing any remaining contents of the Lot.

**18 ARBITRATION**

If any questions shall arise regarding the true meaning and intent of the Articles of Roup or the Minutes of Preference and Enactment or the rights or obligations of the parties under the same or otherwise affecting the Lot every such question shall be submitted on the application of either party to the amicable decision of an arbitrator having experience in residential or commercial property as the case may be to be appointed by the President of the Law Society of Scotland whose decision, award or awards, partial or total, interim and final shall be conclusive and binding on all concerned.

**19 INTERPRETATION AND CLAUSE HEADINGS**

Words importing the masculine gender include the feminine gender and singular includes plural.

# REMOTE BIDDING FORM FOR PROXY INTERNET AND TELEPHONE BIDDING

**PLEASE NOTE A SEPARATE FORM FOR EACH LOT IS REQUIRED**

Please tick one of the below:

Proxy   
Internet   
Telephone

(Our telephone bidding service is limited and will be available only by prior arrangement with SVA Property Auctions, please email [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk) to arrange)

## PROXY BIDDERS ONLY:

I hereby instruct and authorise SVA Property Auctions Ltd to bid on my behalf in accordance with the terms and conditions specified in the auction brochure (2nd June 2021).

## LOT DETAILS:

Date of Auction: \_\_\_\_\_ Lot No: \_\_\_\_\_

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

Maximum bid price:

£ \_\_\_\_\_

in words \_\_\_\_\_  
\_\_\_\_\_

## PAYMENT:

I enclose a cheque or bankers draft (made payable to SVA Property Auctions Ltd) / I will be making a pre-auction bank transfer of £ \_\_\_\_\_ being 10% of my maximum bid.

See Notice to all Bidders and Terms & Conditions for deposit requirements.

## INTERNET and TELEPHONE BIDDERS ONLY:

### PAYMENT:

I enclose a cheque or bankers draft (made payable to SVA Property Auctions Ltd) / I will be making a pre-auction bank transfer of £3000 being a lump sum deposit payment in connection with any or all Lots I am bidding upon, unless the Guide Price of the highest priced Lot is less than £3,000, in which case the minimum deposit is £1,000.

See Notice to all Bidders and Terms & Conditions for deposit requirements.

## ALL BIDDERS PLEASE COMPLETE THE FOLLOWING SECTIONS:

### PAYMENT OF DEPOSIT/SOURCE OF FUNDS:

When using bank transfer please use your account name as your Reference.

Under the Anti Money Laundering Regulations, the account from which the deposit is drawn must be held with a UK approved financial institution and be in the name of the purchaser or bidder or other entity previously approved by us under the Regulations.

Full name of account holder: \_\_\_\_\_

Sort Code: \_\_\_\_\_ Acc No: \_\_\_\_\_

### BIDDER CONTACT DETAILS:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

Email: \_\_\_\_\_

Tel(1): \_\_\_\_\_

(telephone bidders – we will use this number to contact you)

Tel(2): \_\_\_\_\_

See Notice to all Bidders and Terms & Conditions for identification requirements.

### BUYER CONTACT DETAILS:

Full Contract Name i.e. if successful, the name in which the new title will be taken: \_\_\_\_\_

Correspondence Address if different from Bidder's contact details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_

I enclose the required identification documents to allow me to bid at the auction  (please tick)

See Notice to all Bidders and Terms & Conditions for identification requirements.

### PURCHASER'S SOLICITOR'S DETAILS:

Contact: \_\_\_\_\_

Name of firm : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

Tel: \_\_\_\_\_

I understand that should my bid be successful the bid will be binding upon me and I will be legally bound by the applicable Conditions of Sale and any Errata applicable to the property and by the terms of the Notice to all Bidders/Terms & Conditions for Remote Bidding. I authorise you to record such bidding and instructions in order to avoid any doubts/disputes.

Signature of Prospective Purchaser or person signing on Purchaser's behalf: \_\_\_\_\_  
\_\_\_\_\_

Name (Block capitals) : \_\_\_\_\_

Date of signing: \_\_\_\_\_

Please return to: SVA Property Auctions Ltd, by email: [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk)

**This form must reach the auctioneers no later than 12 Noon on Tuesday 1st June 2021 together with cleared deposit funds and all identification as detailed in the terms and conditions.**

If all of the above is not received by SVA Property Auctions in advance of the above deadline your bid may not be accepted.

## AUCTION ENTRY AND MAILING REQUEST FORM

**N.B. In order to avoid unnecessary mailing and reduce costs for our clients, catalogues for our next Auction will only be sent automatically to those returning this form to the Auctioneers.**

I may wish to enter property in your next sale.   
Please contact me.

Please send a catalogue for your next Auction.

I am interested in purchasing:

Shops	<input type="checkbox"/>
Offices	<input type="checkbox"/>
Industrial	<input type="checkbox"/>
Residential	<input type="checkbox"/>
Land	<input type="checkbox"/>
Investments	<input type="checkbox"/>

Price Bracket: Lower £ \_\_\_\_\_ Upper £ \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Please detach this page and hand to the Auctioneer's Clerk or post to:

SVA Property Auctions Ltd (Ref 25th August 2021)  
13 Great King Street  
Edinburgh  
EH3 6QW

## **WHY BUY AT AUCTION?**

- The purchase is completed in a known timescale
- All bidders are on the same level playing field
- The knowledge that you have only paid a small amount more than the next highest bidder
- A missive is concluded on the fall of the hammer
- Bidding is conducted in a public Auction room. You can see who is bidding and how much
- High volumes of similar stock are offered at the same time, an attraction to investors
- Occasionally, properties are offered with very competitive guide prices to generate pre-Auction interest. Sometimes bargains are available
- If the reserve price is not achieved all is not lost. The vendor may be flexible on price after the Auction providing the sale proceeds on Auction terms
- For a useful guide to auction sales and procedures visit [www.rics.org](http://www.rics.org)

## **WHY SELL AT AUCTION?**

- Justice is seen to be done in the public domain
- Overt competition leading to bidders paying their highest possible price
- Buyer beware – no suspensive conditions
- Deal done (missives concluded) on hammer's fall
- Economies of scale on the marketing budget
- High profile effective marketing within a short time span
- New interest in "tired" properties
- Pre and post Auction sales based on the Articles of Roup
- The vendor is able to stand aside, but retain control of the Auction through the Special Conditions of Sale
- Annual targets achieved and a phased programme of sales completed, within a predetermined timescale
- For a useful guide to auction sales and procedures visit [www.rics.org](http://www.rics.org)

For further information see [www.sva-auctions.co.uk](http://www.sva-auctions.co.uk)

All parties interested in offering properties for sale at future auctions are invited to contact the Auctioneers, who will be pleased to assist with their enquiries.

**NEXT AUCTION: Wednesday 25th August 2021.**  
**CLOSING DATE FOR ENTRIES - Friday 9th July 2021.**  
**Further details and subsequent dates to be confirmed.**

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SVA Property Auctions Ltd,  
13 Great King Street, Edinburgh EH3 6QW

Tel: 0131 624 6640 Fax: 0131 624 6630  
email: [info@sva-auctions.co.uk](mailto:info@sva-auctions.co.uk)  
[www.sva-auctions.co.uk](http://www.sva-auctions.co.uk)