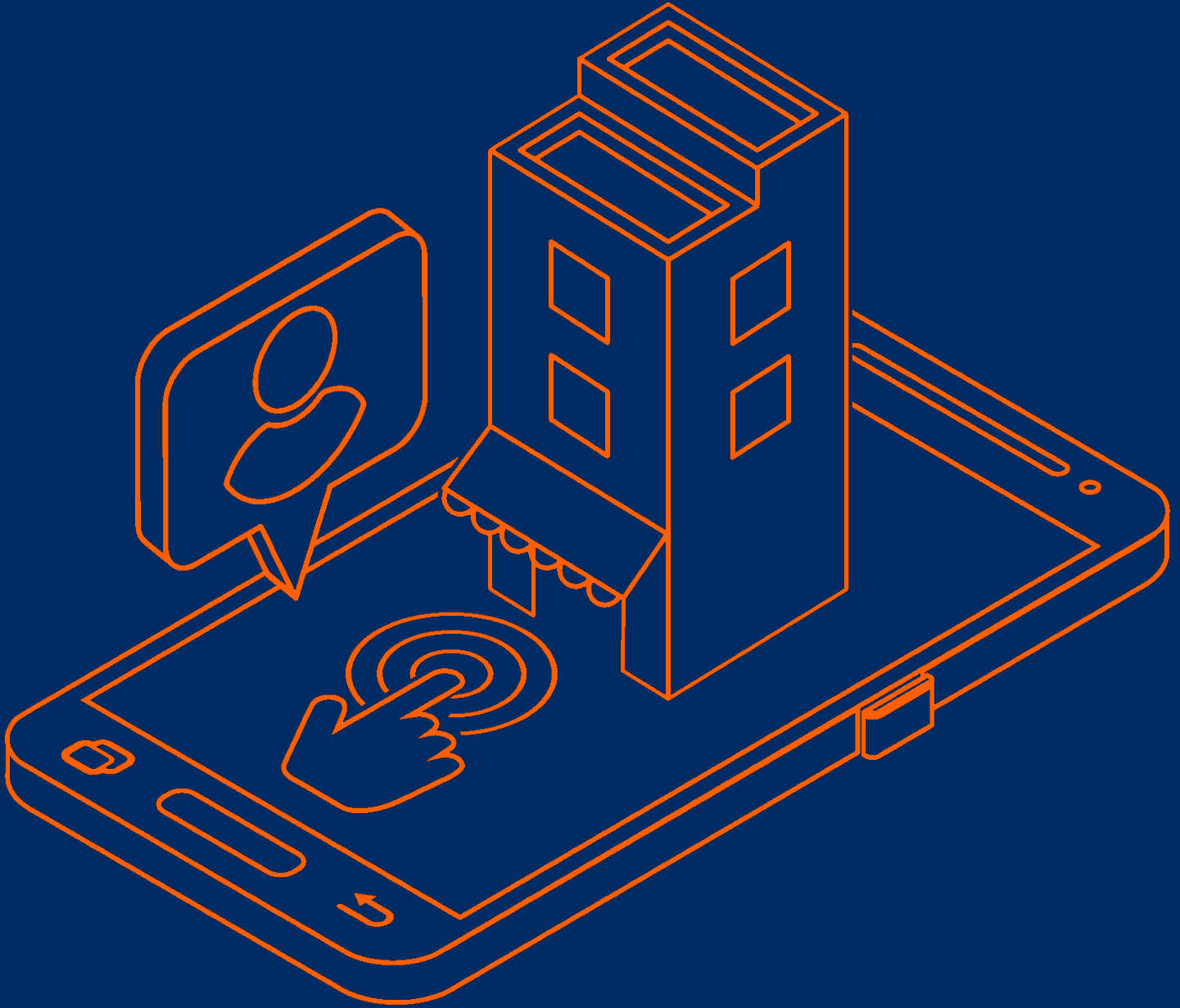


Shepherd Commercial Property Auction Catalogue



**Thursday 10th April 2025
at 02:30 PM**

Broadcast live online with remote bidding only.

0333 016 4000 'option 3'

shepherd.co.uk/commercial-auctions



MESSAGE FROM THE AUCTIONEER



Andrew Parker

Managing Director &
Auctioneer at SDL
Property Auctions



**Steven W Barnett
BLE FRICS**

Managing Partner at
Shepherd Chartered
Surveyors



**Kevin Bell
BSc MRICS**

Partner at Shepherd
Chartered Surveyors



Arlene Wallace

Auction Co-ordinator
at Shepherd
Chartered Surveyors



Graham Penny

Auctioneer at SDL
Property Auctions



Sarah Miles

Operations Manager
at SDL Property
Auctions

Welcome to the Shepherd Commercial Property Auction April 2025 catalogue

We're pleased to launch our latest auction catalogue of 12 commercial properties and development land located across Scotland going under the hammer in our live-streamed auction on Thursday 10th April.

All our properties are open to remote bidding online, on the phone and by proxy. Registering to bid is quick and easy, simply complete and submit the remote bidding form here <https://www.shepherd.co.uk/auctions-remote-bidding/>

Amongst the lots for sale is a residential refurbishment opportunity in Glenrothes, Fife. Being sold on behalf of Fife Council this ex local authority 4 bedroom semi-detached house has a guide price of £30,000 plus VAT.

Looking for a development project in a town centre location? 5 New Street, Paisley is a former college building offering up to 16,000 sq. ft. of floorspace. The property is being sold with a guide price of £125,000.

In Thurso, Caithness we have a ground and first floor retail unit suitable for a variety of uses. Extending to over 1,200 sq. ft. the property has a guide price of £45,000.

The Old Mill, Balmuirfield, Dundee is a prime development opportunity in a sought after residential location. With a guide price of £99,000 we anticipate much interest in this unique property.

Acting on behalf of Scottish Water we are delighted to offer sites in four locations across Scotland.

Glendrisaig, Girvan comprises a former water treatment works & clean water tank with a guide price of £20,000.

Located south of Ballachulish are 4 redundant Scottish Water sites with a guide price of £58,000.

A former reservoir in Airlie, Kirriemuir is being sold with a guide price of £10,000.

In Dumfries we have an office/workshop premises with a guide price of £27,500 plus VAT.

Milton House in Dunoon is being sold on behalf of Argyll & Bute Council. Suited to continuing office use or residential redevelopment subject to planning, the property has a guide price of £140,000.

To register for an online, telephone or proxy bid for any of the lots in our auction this month, please click here <https://www.shepherd.co.uk/auctions-remote-bidding/> and fill in our simple form.

If you would like any further information about any of the lots for sale in our auction on Thursday 10th April or would like to find out more about the processing of buying commercial property by auction, please call our auction team on 0333 016 4000 (Option 3).

Alternatively, you can contact one of our local Shepherd offices where the team would be delighted to offer you a viewing of the property ahead of the auction. Our full list of offices is on the back page of this catalogue.

Our next Shepherd Commercial Property Auction is on 19th June 2025

Call us on 0333 016 4000 (option 3) to find out more.

[shepherd.co.uk/commercial-auctions](https://www.shepherd.co.uk/commercial-auctions)



ORDER OF SALE

All *guide prices are subject to additional non-optional fees, including the Buyer's Fee or Reservation Fee. You must read the Buyer's Terms in full before bidding.

Lot Number	Address	Guide Price
1	Kirkton Road, Airlie, Kirriemuir, Angus, DD8 5NN	£10,000
2	28 Whitehill Road, Glenrothes, Fife, KY6 2RW	£30,000 plus VAT
3	Milton House, Milton Avenue, Dunoon, Argyll, PA23 7DU	£140,000
4	13 Rotterdam Street, Thurso, Caithness, KW14 8AA	£45,000
5	Glendrissaig By Girvan, South Ayrshire, KA26 0HJ	£20,000
6	5 New Street, Paisley, Renfrewshire, PA1 1XU	£125,000
7	Land adjacent to Montgarrie Mill, Montgarrie, Alford, Aberdeenshire, AB33 8AP	£35,000
8	36 Cassillis Road, Maybole, South Ayrshire, KA19 7HF	£6,500
9	Marchmount Drive, Dumfries, Dumfries & Galloway, DG1 1NR	£27,500 plus VAT
10	The Old Mill, Balmuirfield, Dundee, Angus, DD3 0NU	£99,000
11	Land at St Patrick's Road, Lanark, Lanarkshire, ML11 9EG	£85,000
12	Off Brecklet Road, Brecklet, Ballachulish, Argyll, PH49 4JG	£58,000

Former Scottish Water Reservoir



Features

- May be suitable for redevelopment subject to planning
- 0.046 Hectares (0.111 Acres) or thereby

Description

The subjects comprise a former Scottish Water reservoir and consists of a large bunded tank approximately 7m. By 10m. with typical grassed areas surrounding. The reservoir consists of 3 chambers which are all secure with padlocks.

There is a set of concrete steps with a galvanised handrail up to the top of the bund and a small wooden shed/kiosk with wind turbine with solar panel adjacent. There is also a small metal kiosk near the site entrance,

The site is bounded by mesh security fencing with a padlocked gate and also a further wooden gate at the entrance. Site is approximately 20m x 24m. A wooden pedestrian gate is also located at the entrance.

Within the title plan the site is referred to as all and whole that plot or area of ground in the Parish of Airlie and County of Angus extending to One hundred and Eleven decimal or thousandth parts of an acre, 0.111 acres or 0.046 Ha.

The title contains a servitude right of access to the property from the public road, over a strip of ground shown green on the Title Plan

Location

The subjects are located in close proximity to the village of Airlie, within the Angus region of Scotland.

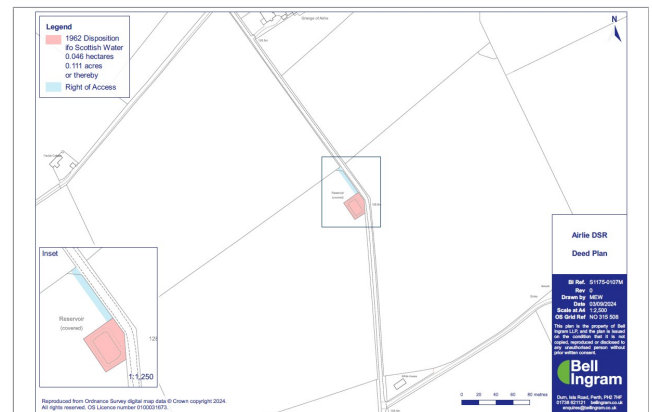
Airlie is located approximately 7.8 km (4.9 miles) southwest of Kirriemuir and 7km (4.4 miles) east of Alyth

The subject site sits on the west side of Kirkton Road approximately 600 metres north of Airlie.

The road signposted for Kirkton of Airlie and Lintraten in an area which is known as the foot of the Angus Glens.

The site is located adjacent to a public road (Kirkton Road) on the eastern boundary and bounded by arable/grazing land on all other sides.

***Guide Price £10,000 (plus fees if applicable)**



Auction Type

Unconditional Sale - There are no buyer's fees on this lot.

Being sold on behalf of:



Residential Refurbishment Opportunity



Features

- 4 bedroom semi detached property with garden ground
- Home Report value - £40,000

Description

The subjects comprise an ex Local Authority two storey semi detached dwelling house with garden ground.

The subjects date from around 1955 and are of brick construction roughcast externally and with pitched tiled roof.

Accommodation

Ground Floor - Kitchen (main entrance door), Lounge, Bedroom, Shower Apartment and Hall with basic porch off

First Floor - Landing, 3 bedrooms and bathroom

Location

Glenrothes is Fife's third largest town with a population approaching 40,000 persons and is located approximately equidistant to the cities of Edinburgh (32 miles) and Dundee (27 miles).

Glenrothes is a former new town situated in the heart of Fife and is the administrative capital of Fife. It is a major industrial centre and the economy is largely driven by light industry and local government jobs.

Glenrothes is a near neighbour to Kirkcaldy. The town is served with all essential transport, medical, educational and shopping facilities.

The subjects are contained within the Whitehill Industrial Estate being accessed from the private road which serves the estate.

The property is attached to another dwelling house with other neighbouring properties being of an industrial and commercial nature.

Energy Performance Rating The property has an energy rating of C.



Council Tax

The property is assessed within Council Tax Band B.

Auction Type

Unconditional Sale - The buyers fee is 1.8% inc VAT(1.5% plus VAT) subject to a minimum of £1,800 inc VAT(£1,500 plus VAT).

Being sold on behalf of:



***Guide Price £30,000 plus VAT (plus fees if applicable)**

Office Premises with Large Car Park - Development Potential



Features

- Prominent & historic building on substantial site
- Suited to alternative use subject to planning - residential or boutique hotel
- NIA 238.87 sq. m. (2,571 sq. ft.)
- GIA 316.38 sq. m. (3,405 sq. ft.)

Description

The subjects comprise a substantial and distinctive Category B-Listed villa used until recently as office premises for the local authority.

The building is of stone construction dating back to the mid Nineteenth Century formed primarily in stone and slate and incorporating a wealth of attractive architectural detailing.

The subjects occupy an open, irregular shaped and relatively flat site which includes a tar based car park capable of accommodating around 30 vehicles together with landscaped areas.

Location

The property is situated on a predominantly commercial area on a prominent, position on the north side of Milton Avenue where the road meets Ferry Brae to the east and Royal Crescent to the west. Ferry Brae leads directly towards Argyll Street to the southeast, which is the main commercial and retailing street within Dunoon.

The property also lies a relatively short walking distance to the northwest of the ferry terminal serving Gourock – Dunoon at Pier Esplanade. There is dedicated car parking is available to the front, side and rear of the property and in surrounding streets with the main vehicular accessibility available from Royal Crescent.

Dunoon is the main settlement on the Cowal Peninsula in the south of Argyll and Bute and has a resident population of around 8,250. It is accessible by both road and ferry with ferry crossings being from Greenock and Gourock.

A rail link is available from both Gourock and Greenock to Glasgow whilst the M8 motorway provides a direct link to the Scottish motorway network and Central Belt.

Site Area

We estimate the site area to be approx. 0.32 Ha (0.79 Acres),

Accommodation

Ground Floor - Six Offices, Male and Female W.C.'s, Storage, Staff Area/Kitchen

First Floor - Five Offices, W.C., Server Area

Attic - Storage

Energy Performance Rating The property has an energy rating of F.

Planning

The property comprises a former local authority office although may be suited to alternative use subject to planning.

The building was constructed originally as a private dwellinghouse, it would lend itself for conversion back to this use either a large family home or sub-division into flats.

Taking into account the large site area and nature of the building it would also be suited for conversion to a boutique hotel.

Interested parties should make their own enquiries with Argyll & Bute Council Planning Department planning.bandc@argyll-bute.gov.uk.

Rateable Value

The property has a rateable value of £15,900.

Auction Type

Unconditional Sale - The buyers fee is 2.4% inc VAT(2% plus VAT) subject to a minimum of £2,400 inc VAT(£2,000 plus VAT).

Being sold on behalf of:



***Guide Price £140,000 (plus fees if applicable)**

Ground & First Floor Retail Unit



Features

- Large double glazed frontage
- Extends to 112 sq. m. (1,201 sq. ft.)
- May suit various uses STP
- Qualifies for 100% rates relief

Description

The premises provide a ground and first floor retail unit within a 2-storey end of terrace traditional stone building under a pitched and slated roof.

Accommodation

The shop benefits from a large double frontage on to Rotterdam Street with a recessed centrally set part glazed pedestrian entrance door with a security shutter. The property formerly traded as a florist shop and provides a main ground floor open plan sales area with an office off and a store to the rear. The first floor comprises further storage/studio space plus a staff toilet.

Location

Thurso is the most northerly town on the British mainland at the north extreme of the main A9 trunk road, linking Caithness with the south of the country. The town is the principal centre serving west and central Caithness. Thurso is some 20 miles west of John O'Groats and 21 miles northwest of Wick. The city of Inverness the Capital and main administrative centre for the Highlands is some 110 miles to the south. Thurso has a railway station as part of the far north line and regular bus services serve the town.

The property occupies a prominent position on Rotterdam Street at its southern end close to Olig Street which forms part of the main A9 road, and links directly to the main High Street at its northern end. Surrounding occupiers include a mix of national and local operators

Planning

Currently Class 1A (Shops Financial Professional & Other Services). May suit other uses, Subject to Planning.

Rateable Value

The property has a rateable value of £9,000.

Energy Performance Rating The property has an energy rating of G.



Auction Type

Unconditional Sale - The buyers fee is 2.4% inc VAT(2% plus VAT) subject to a minimum of £2,400 inc VAT (£2,000 plus VAT).

***Guide Price £45,000 (plus fees if applicable)**

Former Water Treatment Works - Land & Buildings



Features

- Includes two principal buildings, land & former water tanks
- Site area approx. 0.45 Ha (1.13 Acres)
- Semi rural setting close to Girvan with open views to the west

Description

The site is of irregular shape, sloping steeply downward to the north-west although with the main buildings and tanks located on a relatively flat section immediately north of Glendrissaig reservoir, the reservoir is not included within the subjects of sale.

The buildings on site comprise the following:

Building 1

Detached brick single storey property with pitched and slate roof.

Building 2

Detached single storey property formed in brick with mono pitch profile metal roof.

Both buildings are in basic order and secured against entry.

There is in addition a basic quality storeroom located towards the north-west boundary of the site.

Filter beds and a covered tank are located immediately west of the buildings with the total site area being approximately 0.45 Hectares (1.13 acres).

Location

Girvan has a population of around 7,000 and lies on the Clyde Coast around 20 miles south of Ayr in the South Ayrshire Council area. The town is located on the A77 Stranraer – Ayr trunk route and consequently enjoys a steady through traffic in addition it is the main shopping area for surrounding hinterland.

The subjects are located adjacent to the A714 approx. 1.5 miles south of Girvan. A servitude right of access is available over the access road from the public highway.

The site enjoys attractive and open views to the west.



Auction Type

Unconditional Sale - There are no buyer's fees on this lot.

Being sold on behalf of:



***Guide Price £20,000 (plus fees if applicable)**

Development Opportunity - Former College Building



Features

- GIA 1,503.39 sq. m. (16,182 sq. ft.)
- Former college building
- Suitable for residential development subject to planning
- Located in the heart of Paisley town centre
- Within close proximity to public transport links

Description

The subjects comprise a grade B listed sandstone building which spans across four floors. The building was formerly utilised as a college building. The property benefits from dedicated pedestrian access via New Street at lower ground level and is protected by way of a roller shutter.

Accommodation

Internally, the subject benefits from a dedicated reception area upon entering the property. The upper floors can be accessed via a dedicated central stairwell or passenger lift.

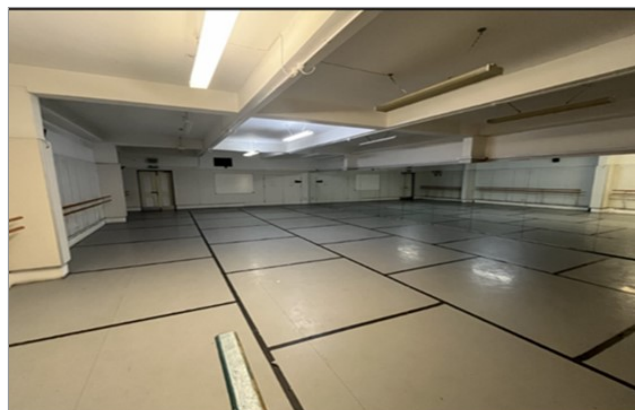
The layout of the upper floors consist of multiple spacious rooms spanning across four floors and benefits from primarily commercial style tile floor coverings with part carpet in the offices. The ceilings are predominately lath and plaster with fluorescent LED strip lighting being incorporated through-out.

Location

Paisley lies within the Renfrewshire Council area, approximately 9 miles west of Glasgow City Centre and lying approximately 1 mile south of Glasgow International Airport. The town benefits from direct access to the A737 and the M8 motorway at Junctions 27, 28 and 29 which offers easy access to the surrounding areas. The A726 provides access to the A77 and the M77 Motorway, approximately 8 km (5 miles) to the south-east. The town is also connected to the national railway network with journey time to Glasgow Central of approximately 10 minutes.

More specifically, the subjects occupy a prominent pitch on the corner of New Street and High Street within Paisley Town Centre. Paisley Museum & Art Gallery as well as the Paisley campus of the University of the West of Scotland are both located within close proximity.

Energy Performance Rating To be confirmed.



Auction Type

Unconditional Sale - The buyers fee is 2.88% inc VAT(2.4% plus VAT) subject to a minimum of £3,300 inc VAT(£2,750 plus VAT).

***Guide Price £125,000 (plus fees if applicable)**

Lot 7

Land adjacent to Montgarrie Mill, Montgarrie, Alford, Aberdeenshire AB33 8AP

Development Land



Features

- Planning permission granted for two dwellinghouses
- Situated in settlement of Montgarrie

Description

The subjects comprise a predominately level site which spans the red boundary line as pictured in our marketing particulars.

We would strongly recommend that any prospective purchaser satisfies themselves with the full extent of the subjects by reviewing the full title and legal pack relating to this disposal prior to purchase. The information provided is indicative only.

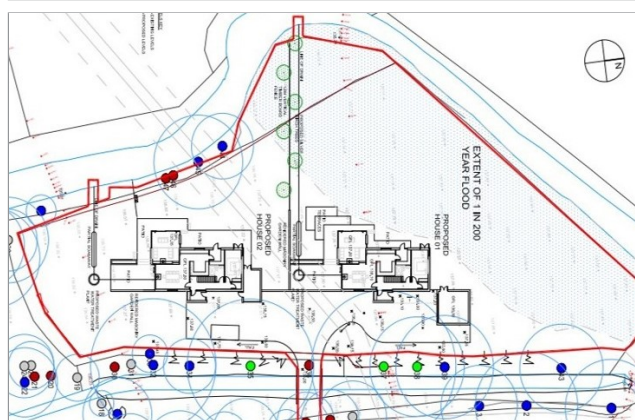
Location

The subjects are located within the village settlement of Montgarrie. Montgarrie is located in Aberdeenshire, approximately 1 mile north of Alford and 30 miles west of Aberdeen City. The surrounding area is predominately residential in nature occupying an idyllic spot in a rural setting surrounded by the River Don and Hills of Bennachie.

Planning

The subjects hold planning consent for the Erection of 2 No. Dwellinghouses including Change of Use of Use of Land to Domestic Garden Ground.

For further details please visit the Aberdeen Council Planning Portal with the reference no. APP/2014/2912: <https://upa.aberdeenshire.gov.uk/online-applications/search.do?action=simple&searchType=Application>



Auction Type

Unconditional Sale - The buyers fee is 1.8% inc VAT(1.5% plus VAT) subject to a minimum of £1,800 inc VAT (£1,500 plus VAT).

***Guide Price £35,000 (plus fees if applicable)**

Retail Premises - Refurbishment Opportunity



Features

- Previously operated as hot food takeaway
- Internal refurbishment required
- 100% rates remission available
- 29.67 sq. m. (319 sq. ft.)

Description

The subjects comprise a small lock-up retail unit trading formerly as a hot food takeaway forming part of a traditional two storey and attic mid-terrace tenement which dates back to the late Nineteenth Century.

The property is in poor order internally and is offered to the market as a redevelopment opportunity. There is currently no electricity supply in the property.

Location

The subjects are located on Cassillis Road in a prominent town centre location within Maybole in an area of mixed residential and commercial use.

Maybole has recently benefitted from a by-pass with significant funds invested in the town centre post completion with further projects planned.

Maybole is located in the South Ayrshire Council area around 10 miles south of Ayr with a resident population of around 4,750.

Rateable Value

The property has a rateable value of £1,900.

Energy Performance Rating To be confirmed.



Auction Type

Unconditional Sale - The buyers fee is 2.4% inc VAT(2% plus VAT) subject to a minimum of £2,400 inc VAT (£2,000 plus VAT).

***Guide Price £6,500 (plus fees if applicable)**

Lot 9

Marchmount Drive, Dumfries, Dumfries and Galloway DG1 1NR

Office & Workshop



Features

- Semi-detached two storey office building including workshop & stores
- Approx GIA 380 sq. m. (4,090 sq. ft.)
- Established mixed use district convenient to town centre amenities

Description

The subjects comprise a semi-detached two storey office building including a workshop and stores.

The main walls are of brick construction, with a roughcast / facing brick external finish, surmounted by a flat roof.

Vehicle access into the workshop is provided by a metal roller shutter.

The cellular office accommodation is arranged over the first floor, with the workshop, stores, and staff welfare facilities arranged over the ground floor.

The site extends to the footprint of the building together with a strip of amenity land to the south. In addition, the property benefits from shared use of the entrance drive and enclosed courtyard to the west.

Location

The property is set within an established mixed-use district convenient to town centre amenities and lies adjacent to the new Dumfries High School.

Dumfries, with a population of around 33,000, is the largest town in Dumfries & Galloway as is therefore southwest Scotland's main shopping and administrative centre.

The town lies approximately 75 miles south of Glasgow and 34 miles northwest of Carlisle, occupying a strategic location at the intersection of the A75, A76, and A701 trunk roads. The A75 also provides a link to the Northern Irish ferry ports at Cairnryan.

The subjects lie on the eastern side of Marchmount Avenue, which is accessed from Moffat Road.

The A75 bypass lies around 1 mile to the north, with Dumfries town centre approximately 1 mile to the southwest.



Auction Type

Unconditional Sale - There are no buyer's fees on this lot.

Being sold on behalf of:



***Guide Price £27,500 plus VAT (plus fees if applicable)**

Prime Development Opportunity



Features

- Secluded elevated scenic site
- Sought after residential location
- Extends to 0.183 Hectares (0.448 Acres)

Description

The subjects comprise a Category 'B' listed early 19th century L-shaped former plash mill located on an elevated site overlooking the Dighty Burn, on the northern perimeter of Dundee.

The property is of a rubble sandstone construction, with studded ashlar dressings and pink ashlar quoins. The original grey slate pitched roof, in a state of severe collapse, was removed by the current owner, reclaiming the original slate. The main walls have been preserved and capped to prevent water ingress and the interior cleared. A substantial dilapidated iron and timber wheel is located below the southern elevation of the mill with the original transmission system into the mill interior remaining in place.

Location

Dundee is located on the east coast of Scotland approximately mid-way between Aberdeen (circa 105 Kilometres (65 miles) to the north) and Edinburgh (circa 96 kilometres (60 miles) to the south) overlooking the Tay estuary and has a resident population of circa 150,000 persons (National Records of Scotland 2020).

Dundee is Scotland's fourth largest city and is the regional centre for employment, services and retailing within Tayside.

The ongoing regeneration as part of the waterfront development has been well documented and the opening of the V&A museum has helped establish Dundee as a major regional centre.

Planning

Although the planning consent for conversion to a 2 -storey dwelling lapsed in late 2024, considerable details regarding surveys, plans, services and building warrant are available to the buyer. All the tree work (removal and pruning) has been completed in line with the consent. Consequently, the property is ripe for development into a modern dwelling which preserves the character and original stonework of one of the few remaining mills that helped develop the city of Dundee's prosperity in the 19th century.



Auction Type

Unconditional Sale - The buyers fee is 2.4% inc VAT(2% plus VAT) subject to a minimum of £2,400 inc VAT(£2,000 plus VAT).

***Guide Price £99,000 (plus fees if applicable)**

Lot 11

Land at St. Patricks Road, Lanark, Lanarkshire ML11 9EG

Development Land



Features

- Site area 0.65 Hectares (1.6 Acres)
- Situated on the outskirts of Lanark town centre
- Benefits from existing planning consent for tourist development
- Within close proximity to public transport links

Description

The subjects comprise substantial parcel of land extending to approximately 1.6 acres (0.65 hectares) and is prominently positioned with frontage onto St Patrick's Road. The land predominately consists of rough, undeveloped ground and appears to be situated on a slope. Vehicular and pedestrian access to the site is readily available via St Patrick's Road.

The site benefits from existing planning consent of three chalets for tourist accommodation, erection of guest house with integrated owners' accommodation and formation of vehicle access and parking areas.

Location

The subjects are located in the town of Lanark, forming part of South Lanarkshire Council, approximately 25 miles southeast of Glasgow. The town has a population of approximately 9,000 according to census data 2022.

Lanark benefits from strong transport links with Hamilton just a 25-minute drive, Glasgow is less than a 45-minute drive and Edinburgh less than 50 minute. Lanark Railway Station, which is located 1 mile from the subjects also provides frequent services into Glasgow Central.

Lanark Grammar School located approximately 0.9 miles from the subjects, serves as the main secondary school for the area which is complimented by three primary schools.

The surrounding area primarily consists of a residential dwellings with amenities such as Lanark Thistle Bowling Club and the Wallace Memorial Rose Garden.



Auction Type

Unconditional Sale - The buyers fee is 2.64% inc VAT(2.2% plus VAT) subject to a minimum of £3,000 inc VAT(£2,500 plus VAT).

***Guide Price £85,000 (plus fees if applicable)**

Former Scottish Water Sites with Building



Features

- 4 No redundant Scottish Water sites located south of Ballachulish
- Includes detached masonry & slate building extending to 266.5 sq. m. (2,868 sq. ft.)
- Collectively the sites extend to a total site area of approximately 0.73 Acres
- Scenic area with forest walks and close to the towering mountains of famous Glencoe
- Only 15 miles from Fort William the gateway to Ben Nevis

Description

Site 1, Ballachulish WTW comprises an unfenced site within an area of forestry with a single storey block-built building harled externally under a pitched slate clad roof. The building extends to circa 266.5 m². There is a tank set into the ground immediately to the south of the building and a further tank type structure in the ground to the north-west of the building. The area of this site extends to approx. 0.57 Acres (0.23 Hectares).

Site 2, Ballachulish CWT comprises a regularly shaped area fenced with a timber post and wire fence with a space for a gate missing). There is a large concrete tank set into the ground with 5 raised SS covers. The site slopes down at the north end which is approx. 100m from the Ballachulish WTW site. The total area of this site extends to circa 0.163 Acres (0.066 Hectares).

Site 3, Ballachulish Collecting Tank comprises a fenced area (shared with Allt Sochaich intake) over a footpath up the east side of the Allt Sochaich burn. The asset sits immediately inside a timber post and rail fence to the left of the personnel gate. Infrastructure within the site consists of a concrete tank set into the ground with a metal access cover (securely padlocked). In one corner, a valve key and the cast iron vent are visible with the rest of the site covered with grass and stone. The site extends to circa 0.014 Acres (0.006 Hectares).

Site 4, Allt Sochaich Intake comprises a fenced area (shared with Ballachulish Collecting Tank) over a footpath up the east side of the Allt Sochaich burn. The footpath extends for circa 50m then there is a section of metal grid track with metal handrails over the rocks which form part of the burn (circa 8m long). This leads to the intake chamber beside a concrete weir with metal lip. The weir is approx. 5m across and 2m high. The intake site is fenced with a concrete post and wire fence over the burn. The Site extends to circa 0.016 Acres (0.007 hectares).

Location

The sites are located within a forestry setting to the south of the village of Ballachulish approximately 13 miles south of Fort William.

***Guide Price £58,000 (plus fees if applicable)**



Auction Type

Unconditional Sale - There are no buyer's fees on this lot.

Being sold on behalf of:



FREQUENTLY ASKED QUESTIONS

Over the past few weeks we have naturally received some questions from our bidders about how the buying process works. Largely we are operating as we always have been, we're simply not able to see you in the auction room when you bid. We've put together these frequently asked questions to help guide you through your auction purchase.

How do I register my interest in a property?

You don't need to register your interest in any of our lots. If you would like to bid you can submit a proxy, telephone or internet bidding form or if you would like to request more information you can submit the 'send enquiry' form from the property details page.

Do you have a video tour of the properties?

We have video tours on many of our lots which are all added to our online property details.

Is it right that I can now attend a viewing?

Yes. Following the Government's recent announcement, we are now able to carry out viewings on residential properties in Scotland.

How do I know if the property I'm interested in is available?

The status of the property will be highlighted in the property listing on our website. If a property has been sold, withdrawn or postponed we will mark it as such online. All properties remain for sale until contacts have been exchanged or a reservation contract has been entered into, at which point we mark it as sold on our website.

How do I get hold of the legal pack?

All legal packs are uploaded to our website. You can then click on the 'legal packs' link from the property details to register and view the documents. Sometimes we do not receive the legal packs immediately and therefore you should register via the 'legal packs' link to ensure you receive an email alert once they are uploaded.

Can you email me the legal pack?

We cannot email the legal packs, we recommend you register via our website to download them yourself. This is because we sometimes receive amendments and additions to the legal pack prior to the auction and in these instances you would be given an alert of the changes. This is the best way to ensure you know all the information on the property prior to bidding. If you need any help accessing the legal packs please call us.

Can I get any more information on a property?

All the details we have will be listed on our website, along with all the photos we have available. If you have a specific question

on the property or the area please submit the 'send enquiry' form from the property details page and we can enquire with the vendors on your behalf.

Can I get any more photos?

We will post all the photos we have for a property on our website. If you wish to obtain more photos, you can watch the video tour if it's available, book onto a viewing to take your own photos or submit the 'send enquiry' form and we can ask the vendors if they can take some more.

How do I bid?

You can bid by telephone, by proxy or via the internet. There is a form on the homepage of our website. You simply fill in your details, we will contact you for copies of your ID and for a method of payment for the deposit should you be successful.

Can I get a survey carried out?

Yes, if you wish to get a survey carried out you should ask your surveyor to call our office to arrange a suitable date and time.

Can I make an offer without an approved mortgage?

Yes you can. We do not need to see proof of funds when you bid on a property.

The lot I'm interested in is postponed, what now?

This is likely to mean the property isn't ready to be sold yet and will be offered in a future auction. Submit the 'send enquiry' form from the online property details page and we will advise you when the lot is being re-offered.

The lot I'm interested in is withdrawn, what now?

If property has been withdrawn it means we have been asked by the vendor not to continue to market it and therefore we are no longer able to sell it.

The property I'm interested in is sold prior, does that mean I can't bid?

Yes, I'm afraid it does. This means that the vendor has accepted an offer prior to the auction day and contracts have been exchanged or a reservation agreement has been entered into securing the sale.

The lot I wanted didn't sell in the auction, but I'm still interested in buying it

We continue to market any lots which didn't sell in the auction for a further four weeks. Once the lot has been offered and becomes an 'unsold lot' we are able to disclose the vendor's reserve price and accept offers from interested parties.

If you have a question that hasn't been answered here please call our team on 0333 016 4000 or email us at auctions@shepherd.co.uk.

A GUIDE TO ADDITIONAL FEES

Important notice relating to fees, costs and charges payable by the buyer in addition to the purchase price

In addition to the purchase price, buyers may be required to pay additional fees, costs and charges. These may include, but are not limited to, Value Added Tax (VAT), Stamp Duty, ground rents, rent arrears/apportionment of rent, outstanding service charges, sellers search costs/disbursements, reimbursements of sellers solicitors, auctioneer costs or reservation fees. All prospective buyers are advised to inspect the legal documents including the contract and special conditions of sale and seek their own independent legal advice as to the full cost of purchasing a specific property.

All bidders are assumed to have inspected the legal packs available on our website – shepherd-commercial.sdlauctions.co.uk – and in the auction room prior to bidding and are fully aware of all terms and conditions including any fees, costs, charges, completion dates and other relevant matters which may be applicable.

FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please phone us on 0333 016 4000 or email us at auctions@shepherd.co.uk

TYPES OF AUCTION SALE EXPLAINED

UNCONDITIONAL SALE

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay the Buyer's Fee listed on the individual lot details
- Pay any additional charges included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the Contract of Sale and special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

Please ensure you understand unconditional auctions, the associated costs and your legal obligations. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.

Please note ALL fees and deposits are non-refundable

SHEPHERD BUYER TERMS (SCOTLAND) TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

The following SDL Property Auctions Terms and Conditions govern the conduct of our auctions. These terms apply to sales that are facilitated in partnership with Shepherd Commercial Property Auctions, for property located in Scotland. If you bid on a property, it is on the basis that you accept these terms and conditions.

TERMS AND CONDITIONS:

1. ABOUT THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we offer properties for sale in our auctions. Our auctions are conducted as either Timed Auctions, or Auction Events. Timed Auctions are online only. Auction Events may be conducted online, or in-person at an auction house venue. We may accept bids on a property before or after the auction. If you bid on a property under any of these circumstances, you are bound by these terms and conditions

1.2 **Why you must read them.** Please read these terms carefully before bidding on a property at auction. These terms tell you who we are and the rules that apply to bidding at auction. If you have a question about these terms or think that there is a mistake in these terms, please contact us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are SDL Auctions Limited, a company registered in England and Wales with company number 07719474 and our registered office is 17 Regan Way, Chetwynd Business Park, Chilwell, Beeston, Nottingham, NG9 6RZ.

2.2 You can contact us by phoning 0800 046 5454, writing to our registered address, or emailing enquiries@sdlauctions.co.uk.

We work in partnership with Shepherd Commercial Property Auctions, which is a trading name of J & E Shepherd, Company No.2837574810, registered office: 13, Albert Square, Meadowside, DUNDEE, DD1 1XA.

3. INTERPRETATION

3.1 In these terms and conditions 'lot' means the land or property that is up for sale at auction. For Auction Events, each lot is given a number in the catalogue.

3.2 References in these terms to legislation are references to it as amended or replaced from time to time.

3.3 We reserve the right to change our terms and conditions at any time.

4. UNCONDITIONAL SALE

4.1 All lots are sold under the unconditional sale method. If you are the highest bidder, you must:

4.1.1 exchange legally binding contracts for the sale of the property immediately in accordance with Clause 17 of this Agreement;

4.1.2 pay a non-refundable deposit equal to 10% of the purchase price, subject to a minimum of £5,000. This deposit contributes towards the purchase price (although note we can deduct fees owing to us from the deposit);

4.1.3 pay a non-refundable auction fee, 'Buyer's Fee'. The applicable amount (inclusive of VAT) will be listed against the lot - make sure you check the information relating to each individual lot. The auction fee does not contribute towards the purchase price; and

4.1.4 complete the sale within 20 business days unless the special conditions of sale in clause 14 state otherwise.

4.2 If you fail to complete the sale, the seller can bring a claim against you personally for losses suffered and we may pursue you for unpaid auction fees.

5. WHAT YOU SHOULD DO BEFORE BIDDING

5.1 If you are the highest bidder, you are legally bound to buy the property and there are financial consequences of withdrawing from the sale, both in terms of non-refundable Buyer's Fees and Reservation Fees, and non-refundable deposits (depending on the type of lot, see clauses 5-6 above) as well as the possibility of legal action being taken against you.

5.2 It is strongly advised that before bidding for a property you:

5.2.1 Take professional advice from a solicitor/conveyancer, Chartered Surveyor, and accountant;

5.2.2 Inspect the legal pack for the property and have the legal pack inspected by a solicitor/conveyancer;

5.2.3 Organise any necessary finance for the purchase;

5.2.4 Ensure that you have the funds available to pay any applicable Reservation Fees, Buyer's Fees, and deposits, as well as the purchase price;

5.2.5 Carry out the necessary searches and make the necessary enquiries (seek guidance from a solicitor/conveyancer on what searches and enquiries are necessary);

5.2.6 Commission appropriate surveys for the property by a Chartered Surveyor;

5.2.7 Check the contents of all applicable documents relating to the property, including leases, restrictions, and covenants;

5.2.8 Check that the information you have received or seen about the property is accurate;

5.2.9 Organise and attend a viewing of the property (unless the lot is marked external inspection only);

5.2.10 Commission appropriate reports for the property, such as structural reports, building reports, water and drainage reports, etc;

5.2.11 Check the VAT, stamp duty, and other tax consequences of the sale;

5.2.12 Familiarise yourself with all terms and conditions relating to our auctions; and

5.2.13 Take all other action necessary to satisfy yourself as to the condition of the property in order to be able to determine the price you are willing to pay for the property.

5.3 If you fail to take any of the above measures, you do so at your own risk. You will not be able to withdraw from the sale once your bid has been accepted without incurring financial consequences. When you bid, you are deemed to have taken all the measures listed in clause 5.2 above and to have acted as a prudent buyer would act.

5.4 The guide price of the property is not an indication of its market value or its minimum value or worth. It is merely the price at which the seller has decided to advertise the property. It offers no guarantee whatsoever as to the condition of the property or the value of the property.

6. OUR ROLE

6.1 We act as agents for sellers. We have authority to:

6.1.1 Prepare the auction catalogue and advertisements for the lots;

6.1.2 Offer each lot for sale and combine or divide lots;

6.1.3 Receive and hold deposits;

6.1.4 Receive auction fees including a Buyer's Fee;

6.1.5 Receive Reservation Fees;

6.1.6 Accept bids for the lots (including pre- or post-auction);

6.1.7 Decline bids for the lot at our discretion;

6.1.8 Change the type of sale for a lot at our discretion;

6.1.9 Regulate bidding increments and the order of lots;

6.1.10 Accept remote bids;

6.1.11 Resolve bidding disputes;

6.1.12 Re-offer a lot for sale following bidding

disputes;

6.1.13 Bid on behalf of the seller up to the reserve price;

6.1.14 Sign the contract of sale on behalf of the seller;

6.1.15 Sign the memorandum of sale on behalf of the seller;

6.1.16 Carry out the exchange of contracts;

6.1.17 Repudiate a contract between the seller and buyer;

6.1.18 Change the date or time of the auction at our discretion;

6.1.19 End the auction early or cancel the auction without giving a reason; and

6.1.20 Withdraw lots from auction at our discretion.

6.1.21 Verify your identity in accordance with clause 22 of this Agreement.

6.1.22 In the event of a successful sale, select a property to feature in our promotional advertising for our services.

6.2 By bidding on a property, you confirm your agreement to be bound by these terms. Under these terms, you give us authority to:

6.2.1 Receive and hold deposits;

6.2.2 Receive auction fees (including a Buyer's Fee);

6.2.3 Accept your bid for the lot;

6.2.4 Sign a contract of sale on your behalf when you are the highest bidder;

6.2.5 Repudiate a contract between you and the seller.

7. RESERVE PRICE

7.1 Unless otherwise stated, all lots are subject to a reserve price.

7.2 The reserve price is the price which must be reached before a lot will be sold. It can be changed at any time up to the time of the auction.

7.3 The reserve price is confidential, but it will be at or below the top band of the guide price (if the guide price is a range) or within 10% of the guide price (if the guide price is a single figure).

7.4 The seller can bid up to the reserve price but is not allowed to make a bid equal to or exceeding the reserve price. You accept and acknowledge that bids below the reserve price may be made by or on behalf of the seller.

7.5 The seller can choose to sell below the reserve price prior to auction.

8. GUIDE PRICE

8.1 The guide price is the marketing price or advertised price for the lot.

8.2 The guide price is not a guarantee or an indication of minimum value. The guide price is not necessarily the market value of the lot.

8.3 The guide price is not set with the help of a Chartered Surveyor and you must engage your own reports and surveys to satisfy yourself of the value of the property before you bid.

8.4 The guide price can change at any time up to the start of the auction.

8.5 The sale price can exceed the guide price. Sometimes, the sale price is lower than the guide price.

9. CHECKING FOR UPDATES

9.1 Lot information can be changed up to the time of the auction, including the property details, reserve price, and guide price. You must make sure you check for updates before you bid for a property.

9.2 If you fail to check for updates, you do so at your own risk.

9.3 You can check for updates by:

9.3.1 Checking the webpage for the lot;

9.3.2 Re-downloading the legal pack on the day of the auction;

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- 9.3.3 Checking any late announcements and addendum documents; and
- 9.3.4 Listening carefully to the auctioneer introducing the auction and the property.
- 9.4 When you bid, you are taken to have read any late amendments, addendums, or updates even if you have not done so. You are deemed to have full knowledge of any changes made to the information provided about the lot (including the legal pack).
- 9.5 The auctioneer will make announcements at the start of the auction and it is important that you listen carefully (as well as taking the steps listed in 9.3). After the initial announcements, the auction will proceed without delay and the auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
- 10. TAX**
- 10.1 Stamp Duty Land Tax, Land and Buildings Transaction Tax, VAT, or other charges may apply to some sales. These costs will not be confirmed in the legal pack.
- 10.2 It is your responsibility to make your own enquiries and seek appropriate advice as to the possible tax consequences of the sale before you bid.
- 10.3 If you withdraw from the sale after you have won the lot because of tax consequences, you will lose any deposits or fees paid and the seller may take legal action against you.
- 11. THE LOT**
- 11.1 All the statements contained in particulars of sale or descriptions of the lots in documentation or given by our employees or agents are made without responsibility and you must not rely on them as statements or representations of fact. They do not represent any warranties whatsoever in relation to the lots. You must satisfy yourself as to the accuracy of the particulars before bidding.
- 11.2 Any suggested rental incomes and yields may be subject to any necessary energy efficiency improvements. Properties sold subject to tenancy require an EPC rating of D or higher. From 31st March 2025, properties sold subject to tenancy will need to be at least EPC band C. If the particulars of sale state that the property is suitable for investment it will be for the buyer to ensure that the relevant EPC requirements are met.
- 11.3 The lot is sold subject to any tenancies disclosed in the legal pack or lot description.
- 11.4 The lot is sold subject to any special conditions set out in the property description or associated documentation but otherwise is sold with vacant possession on completion.
- 11.5 All measurements quoted in descriptions of the lot are approximate. You must verify the measurements yourself by visiting the property and/or commissioning a professional report or survey.
- 11.6 All location plans published in the particulars of sale are subject to copyright and are only provided to enable prospective purchasers to locate the property. The plans are not to scale and are not intended to depict the interest to be sold. The boundary lines and numbers on the plans or photographs are provided only to allow purchasers to locate the lot and do not depict the interest to be sold. You must visit the lot and commission the relevant searches and reports.
- 11.7 When you bid on a lot you are deemed to have relied only upon your own knowledge or the advice of your own professionals or advisors, and not on the particulars of sale or description or photographs of the lot.
- 11.8 All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No LIG0183).
- 11.9 The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have not been tested by us or by the seller. Before you bid on a property, you must undertake your own investigations, reports and surveys to clarify the suitability and condition of any such services.
- 11.10 The lot is also sold subject to the following, whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents provided or from the legal pack or would have been obvious had you acted as a prudent buyer:
- 11.10.1 Matters registered or capable of registration as local land charges;
- 11.10.2 Matters registered or capable of registration by any competent authority or under the provisions of any statute;
- 11.10.3 Notices, orders, demands, proposals, and requirements of any competent authority;
- 11.10.4 Charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways, or public health;
- 11.10.5 Rights, easements, quasi-easements, and wayleaves;
- 11.10.6 Outgoings and other liabilities;
- 11.10.7 Any overriding interest
- 11.10.8 Matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not you have made them; and
- 11.10.9 Anything the seller does not and could not reasonably know about.
- 11.11 Where anything subject to which the lot is sold would expose the seller to liability you are to comply with it and indemnify the seller against that liability.
- 11.12 The seller must notify you of any notices, orders, demands, proposals, and requirements of any competent authority of which it learns after the contract date, but you must comply with them and keep the seller indemnified.
- 11.13 The lot does not include any tenant's or trade fixtures or fittings. If the special conditions state that chattels are included, you take them as they are at completion and the seller is not liable if they are not fit for use. From 1st April 2022 any new tenancies will require EPC band D and from 31st March 2025 all properties will need to have at least EPC band D.
- 11.14 You buy with full knowledge of the documents relating to the lot (whether or not you have read them) and the condition of the lot (whether or not you have inspected it and commissioned appropriate reports and surveys). This is why it is important that you take the steps set out in 7.2.
- 11.15 You admit that you are not relying on the information contained in the particulars of sale or on any representations made by or on behalf of the seller, except that you may rely on the seller's solicitor/conveyancer's written replies to written enquiries to the extent stated in those replies.
- 11.16 The seller cannot be required to transfer the lot to anyone other than the buyer.
- 12. SPECIAL CONDITIONS AND ARTICLES OF ROUP**
- 12.1 The lots are sold subject to any special conditions of sale, which are available for inspection at the office of the seller's solicitor/conveyancer, our office, in the auction room, and on our website.
- 12.2 The lots are sold subject to the Articles of Roup which are available for inspection at the office of the seller's solicitor/conveyancer, our office, in the auction room, and on our website.
- 12.3 The Special Conditions may include additional fees inserted by the seller, and are separate to those payable to SDL Property Auctions.
- 12.4 You must view and take into account the special conditions and Articles of Roup before bidding.
- 12.5 When you bid, you are taken to have read and accepted the special conditions and Articles of Roup, even if you have not done so.
- 13. SALE BEFORE OR AFTER AUCTION**
- 13.1 Lots may be sold before the auction.
- 13.2 If you submit a bid before or after auction and it is accepted, the same fee and deposit rules apply as if the lot had been sold at auction.
- 13.3 To submit a pre-auction bid, you must submit a formal written offer to us.
- 13.4 You cannot withdraw a pre or post-auction bid once a reservation contract has been signed or contracts of sale have exchanged.
- 13.5 If you submit a pre or post-auction bid, you are taken to have undertaken all measures that a prudent buyer would undertake, including all of the measures listed in Clause 5.2. If you fail to take appropriate measures before bidding, you do so at your own risk. You cannot later withdraw from the sale without incurring financial consequences.
- 13.6 We will relay your pre or post-auction bid to the seller, but we give no guarantees or warranties regarding the timing of relaying the offer.
- 13.7 We are not responsible for any of your costs or losses if a lot you were interested in buying is sold or withdrawn before auction.
- 13.8 If your pre or post-auction bid is accepted you may be asked to pay a 'closed bid' online, with the remainder of the monies owed being paid over the phone or by bank transfer. We will advise you of the method of payment required at our discretion.
- 13.9 If a pre or post-auction bid is accepted by the seller, you become liable to pay our fees and any applicable deposit when a reservation agreement or contract of sale is signed.
- 13.10 If a pre or post-auction bid is accepted by the seller, you must instruct solicitor/conveyancer within 7 days otherwise we (as agent for the seller) can treat the contract as at an end or sign the appropriate documentation (including a contract of sale or memorandum of sale) on your behalf. The seller may pursue you for losses and we may take action against you in respect of unpaid auction fees.
- 13.11 Whether the lot is sold before or after auction, this does not affect the terms of this Agreement.
- 14. BIDDING**
- 14.1 All bids are made in pounds sterling and are exclusive of any applicable VAT or other taxes.
- 14.2 We may refuse to accept a bid without giving a reason.
- 14.3 You cannot withdraw a bid.
- 14.4 By placing a bid, you become personally liable to fulfil the obligations of the winning bidder as set out in these terms and conditions, even if you bid as agent on behalf of somebody else.
- 14.5 If you bid on behalf of a company, you warrant that the company is properly constituted and has the necessary funds to and is able to purchase the property.
- 14.6 By placing a bid, you warrant that you have the necessary funds (or necessary finance) to pay the purchase price for the property along with the applicable Buyer's Fee or Reservation Fee (as applicable). If you withdraw from the sale due to lack of funds, you will lose your Reservation Fee, Buyer's Fee and deposit.
- 14.7 To bid remotely (not at the Auction venue in person), you must successfully complete all registration steps. Firstly, complete the bidding form via our website for the lots involved, complete an identity check, and provide your payment details to us up front. It is your responsibility to check that the bidding form has been received by the auctioneer and this can be done by phoning the office.
- 14.8 If you wish to bid by telephone (assuming you have fully completed the registration steps), just before the lot is due to be auctioned, attempts will be made to contact you by telephone. If successful, you may then compete in the bidding. You will speak to our staff on the phone, and your bid will be relayed to the acting auctioneer in real time through them. You accept that such contact is at your own risk. If we cannot make contact with you for whatever reason, including in the event of

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innocent mistake, you will not be able to personally participate in the Auction and we are not liable to you for any loss of opportunity.

- 14.9 If you wish to bid by internet (assuming you have fully completed the registration steps), after completing the registration steps, you will be sent a link via email to bid online. You can then log in and commence bidding when the intended lot is being offered. We do not accept any liability for any loss of opportunity should there be any interruption or suspension of internet services, which mean you cannot personally participate in the Auction.
- 14.10 In the case of written 'proxy' bids, the auctioneer's staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, the auctioneer's staff will not bid. We do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the written bidder.
- 14.11 Once authority to bid has been given, this is binding on you up to 11pm on the day on which the particular lot is auctioned. This is to allow for the possibility of a seller agreeing to sell post auction where the bidding has not reached the reserve.
- 14.12 The authority can only be withdrawn by written notification via email actually received by 5pm the day before the Auction, or delivered into the hands of the acting auctioneer in the Auction room half an hour before the start of that day's Auction. It is your responsibility to obtain a receipt of a copy of the withdrawal notification authorised by a representative of the Auctioneer. Without such a receipt, the authority stands, and any successful contract is binding on you.
- 14.13 If you submit a bidding form to us, and also bid in person at the Auction without having previously withdrawn the bidding form authority, the auctioneer is at liberty to accept such bid in addition to any bid from SDL Property Auctions staff as directed in your bidding form. This also applies if an agent bids on your behalf. We accept no liability whatsoever if the price achieved is the result only of this competition in bidding, without intervention from other bidders.
- 14.14 The receipt of a remote bid shall not in any way hinder the right of the seller (or auctioneer) to withdraw any lot or to sell prior to auction to a third party.
- 14.15 The auctioneer may disclose to the seller that a Remote Bid has been entered for the Property, but not the amount of the maximum bid.
- 14.16 The auctioneer may reject bids where there is any error, doubt, omission or uncertainty for any reason whatsoever. We also will not proceed with your bid if your instructions or authorisations are unclear. We accept no liability if we cannot accept your bid, and give no warranty, or guarantee, that a bid would be made on your behalf.
- 14.17 Neither the seller nor the auctioneer shall be under any liability to you in the event that the lot is not offered at the Auction.
- 14.18 When you make a bid, whether at the auction venue or remotely, you are deemed to have read all relevant terms and conditions, the sales particulars for the lot, and the contents of the legal pack (including any Special Conditions of Sale). You shall be deemed to have taken all necessary professional and legal advice, and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any of the addendum relating to the relevant lot. The addendum can, and should, be checked prior to bidding by visiting the website.
- 15. THE WINNING BID**
- 15.1 The successful bidder is under a binding contract to purchase the relevant property when the auction for the lot comes to an end. For Timed Auctions conducted online, the timeslot for each lot will be displayed on the webpage. For Auction

Events, (hosted by a live auctioneer), the auction for the lot will end on the fall of the auctioneer's gavel.

- 15.2 As soon as the events mentioned in 15.1 (as appropriate) occur, you are immediately liable to pay the deposit and applicable fees. You immediately become responsible for insuring the property – the property is at your risk from the moment that you win the bid.
- 15.3 You must present to us your name and address on request and, if appropriate, the name and address of the person or company on whose behalf you were bidding.
- 15.4 We reserve the right to require you to provide a form of ID to us, on request, to hold as security (e.g.: passport or driving license).
- 15.5 You will not be entitled to take possession of the property or have keys to the property until completion of the sale.
- 16. LEGAL PACK & LEGAL ADVICE**
- 16.1 You must view the legal pack and home report for a lot. It is strongly recommended that you instruct a qualified professional to review this and raise any necessary enquiries before bidding.
- 16.2 The legal pack and home report can change at any time up until the auction starts so you must check the most recent version of the legal pack and the addendum before bidding on the property. Failure to check for changes to the legal pack will not be a valid reason for withdrawing from the sale.
- 16.3 The legal pack and home report is not prepared by SDL Property Auctions and we are not responsible for and give no guarantee or assurance as to the accuracy of its contents. We shall not have any liability to you for any inaccuracies contained in the legal pack. Where we display or provide documents provided or created by third parties, we do so only on the basis that we are not responsible for the accuracy of the information contained in that document.
- 16.4 If you require legal advice concerning the contents of the legal pack or conveyancing process, you must direct these questions to the instructed third party who is acting for the seller. SDL Property Auctions cannot provide legal advice concerning the contents of the legal pack or the conveyancing process, and we accept no liability for any inaccuracy or omission of legal advice provided by any third party.
- 17. YOUR OBLIGATIONS TO US**
- 17.1 You must:
- 17.1.1 Familiarise yourself with these terms in their entirety before bidding;
- 17.1.2 Provide all information we reasonably need to be able to complete the reservation agreement, memorandum of sale, or Minute of Preference and Enactment to effect the contract of sale when you are the winning bidder (we may sign on your behalf);
- 17.1.3 Sign the necessary documents including the Reservation Agreement or Minute of Preference and Enactment (as applicable) when you are the winning bidder (we may sign on your behalf);
- 17.1.4 Pay the applicable Buyer's Fee detailed in clause 4;
- 17.1.5 Pay the applicable deposit detailed in clause 4;
- 17.1.6 Complete the sale within the timeframes set out in clause 4;
- 17.1.7 Provide all necessary identification documentation to allow us to comply with our legal obligations.
- 18. OBLIGATIONS UNDER A CONTRACT OF SALE**
- 18.1 As soon as your bid is accepted at the close of the auction of an unconditional lot, a contract of sale is entered into.
- 18.2 Under the contract of sale, you must:
- 18.2.1 Provide all necessary information reasonably required to complete the

formal Minute of Preference and Enactment that, together with the Articles of Roup, forms the contract of sale;

- 18.2.2 Provide all necessary identification and proof of address documentation;
- 18.2.3 Take all necessary measures to complete the sale within 20 business days (or as otherwise stated in the special conditions);
- 18.2.4 Sign a formal written contract if requested to do so;
- 18.2.5 Pay any applicable Buyer's Fee (see clause 4);
- 18.2.6 Pay a deposit (see clause 4); and
- 18.2.7 Complete the sale (and pay the full purchase price) within 20 business days (or as otherwise specified in the special conditions).
- 18.3 If you fail to comply with the conditions set out above, we may (as agent for the seller) treat you as being in repudiatory breach of the contract of sale and so treat that contract as at an end. This means we can re-offer the property for sale. You will not be able to recover your deposit or Buyer's Fee and the seller will have a claim against you for breach of contract.
- 19. OBLIGATIONS UNDER A PRIVATE TREATY SALE**
- 19.1 The Auctioneer may, on a case-by-case basis as it deems appropriate, facilitate 'private treaty' sales, whereby the property may be sold outside of auction conditions. In the event of such a private treaty sale, the Auctioneer shall still be due the applicable Buyer's Fee/Reservation Fee as would be due in accordance with our auction terms.
- 19.2 The Auctioneer reserves the exclusive and absolute right to determine which party shall be liable for payment of the Buyer's Fee/Reservation Fee. If we determine that the liable party shall be you as the buyer, we shall issue both a memorandum of sale stating the agreed payment arrangement and an invoice for the applicable Buyer's Fee/Reservation Fee to your solicitor. You shall pay the full fee to your solicitor upon completion (in addition to the completion monies owed separately to the seller). The fee shall be held by your solicitor on trust and be transferred to us as Auctioneer without unreasonable delay.
- 19.3 As Auctioneer, we may work to facilitate such a private treaty sale in partnership with other agents. It shall not be a valid reason for you to refuse or reduce payment of the Buyer's Fee/Reservation Fee on completion to us on the grounds of the comparative amount of work performed by any other agent facilitating the sale. If you fail to pay the full fee in accordance with the arrangements stated on the memorandum of sale, we as Auctioneer reserve the right to take enforcement action against you with debt recovery agents.
- 19. DEPOSITS**
- 19.1 When you pay a deposit, we will hold your deposit as stakeholder for the seller (subject to clause 19.6)
- 19.2 The deposit is non-refundable. If you withdraw from the sale, you will not get your deposit back. We will pay the deposit to the seller's solicitor/conveyancer.
- 19.3 If the seller withdraws from the sale, we will return the deposit to you or your solicitor/conveyancer.
- 19.4 When the sale completes, we will pass the deposit to the seller's solicitor/conveyancer and it will be deducted from the purchase price of the property.
- 19.5 We may retain the Minute of Preference and Enactment signed by or on behalf of the seller until the deposit has been received in cleared funds.
- 19.6 If you pay the deposit but do not pay your Buyer's Fee on time, we may deduct the amount of the outstanding fees from the deposit. This means that the amount passed to the seller's solicitor/conveyancer will be the deposit less any

SHEPHERD BUYER TERMS (SCOTLAND) TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

fees that have been deducted and you will need to make up this difference when you pay the full purchase price.

- 19.7 Interest earned on the deposit (if any) will be passed to whoever the deposit is passed to.

20. PAYMENT

- 20.1 For Timed Auctions, fees and deposits must be paid before exiting the online bidding platform through our third-party provider Sagepay. You will be required to provide your card details to access the online bidding platform. Your card will then be charged automatically in the event that you place a winning bid, for the applicable fees and deposit. You will receive an automatic email confirming receipt of payment. The amount that will be automatically charged will be fixed at the point you place your bid, and is calculated in accordance with the guide price of the Property that applied at the time of placing your bid. If the guide price is subsequently reduced, SDL Property Auctions will issue a refund of the difference in monies taken. If the amount charged to your card does not equal the total payment required, you will then be contacted by a representative of SDL Property Auctions to pay the difference over the telephone.

- 20.2 For Auction Events conducted in-person at the auction venue, fees and deposits must be paid before leaving the auction venue.

- 20.3 For Auction Events conducted via livestream, fees and deposits must be paid immediately after a winning bid has been placed. Prior to the auction, we will email you to register your debit card details with our third-party provider, Stripe. Your payment details will be stored on their secure online payment platform. Payment will only be taken from you in the event of a winning bid. If you are the winning bidder, payment will be taken on the day of the auction. Our representatives will attempt to make a courtesy call to you before charging your debit card, however we reserve the right to process the payment owed if we cannot make contact for any reason.

- 20.4 We do not accept cheques.

- 20.5 You cannot use a credit card or cash to pay any part of the deposit.

- 20.6 If you fail to pay fees or the deposit by the specified timescales in 20.1, 20.2 or 20.3 as appropriate, we can (as agent for the seller) treat the contract of sale or reservation agreement (as applicable) as repudiated (terminated) and reoffer the lot; if we do this, the seller may take legal action against you. Alternatively, we may sign the appropriate documents (reservation agreement, memorandum of sale, or Minute of Preference and Enactment) on your behalf.

21. BETWEEN THE END OF THE AUCTION AND COMPLETION

- 21.1 From the date of the contract of sale the seller does not have a responsibility to insure the lot and you bear all risks of loss or damage unless the lot is sold subject to a tenancy that requires the seller to insure the lot or the special conditions require the seller to insure the lot.

- 21.2 If the seller is required to insure the lot, then the seller:

21.2.1 Must show you, on request, all relevant insurance details;

21.2.2 Must use reasonable endeavours to maintain the policy;

21.2.3 Gives no warranty as to the adequacy of the insurance;

21.2.4 Must, at your request, use reasonable endeavours to have your interest noted on the policy if it does not cover a contracting purchaser; and

21.2.5 Must hold on trust for you any insurance pay outs made under the policy, and you must, on completion, reimburse the seller for the cost of that insurance policy.

- 21.3 No damage 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.

- 21.4 You have no right to enter into occupation of the lot before completion.

22. PROOF OF IDENTITY AND RESIDENCE

22.1 We are required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to verify the identity and residential address of our customers. We will therefore require you to provide proof of identification (such as a passport or driving license) and may request other supporting documentation at our discretion.

22.2 If we ask you for proof of identification and you do not provide the necessary documentation before the auction, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result.

22.3 If you refuse to provide such identification, the sale will not go ahead, and you will lose any deposit, Reservation Fee or Buyer's Fee that you have paid.

22.4 We will use the information you provide to perform an electronic identity check, using third-party providers, such as Credas and Thirdfort. These providers will check the personal details supplied against their databases to verify your identity and residential address. This is not a credit check and will have no effect on your credit history. These third parties may also use your details in the future to assist other companies for verification purposes. By registering to bid, you consent to this electronic identity check being undertaken.

22.5 Where the deposit or fees are paid from a bank account in someone else's name, we may require that person to provide us with appropriate identification.

22.6 Where there is more than one buyer, we require all buyers to provide appropriate identification and undertake electronic identity checks as explained in 22.4.

22.7 If you are bidding as agent for someone else, we require form of authority signed by the potential buyer for you to bid on their behalf, together with appropriate identification from both you as agent and the principal. Electronic identity checks will be conducted on you both in accordance with 22.4. By signing this Agreement, you confirm that the principal is aware that this electronic identity check will be undertaken and understands the purpose for which we are processing their personal data.

22.8 If you are bidding as a representative of an organisation, we require all individuals exercising significant control over the organisation to provide appropriate identification and undertake electronic identity checks, as explained in 22.4. We may request additional information from you to identify such persons. All relevant parties affiliated with the organisation must comply with their obligations under section 22 of this Agreement before the sale can proceed.

22.9 If we ask you (or any affiliated individual involved in the purchase) for proof of identification/residency and you do not provide the necessary documentation before the auction, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result.

23. CONFLICTS OF INTEREST

23.1 We are legally required to disclose to you any conflict of interest that we may have with the seller, and we are required to disclose to the seller any conflict of interest we may have with you.

23.2 If you think you might have a conflict of interest with us (for instance, because you or a family member works for SDL Property Auctions), please let us know as soon as possible so that we can comply with our obligation to notify the seller.

23.3 If we know of a potential conflict of interest between us and the seller, we will include it in the information about the property. Sometimes, we do not find out about potential conflicts straight away, so always check the property information

again before bidding.

24. WITHDRAWING FROM THE SALE

24.1 If you are the winning bidder, you are legally obliged to buy the property.

24.2 If you withdraw from the sale before completion, there will be several consequences:

24.2.1 You will lose any non-refundable deposit that you have paid;

24.2.2 You will lose any non-refundable Buyer's Fee that you have paid;

24.2.3 You will lose any non-refundable Reservation Fee that you have paid;

24.2.4 The seller may take legal action against you for breach of contract.

24.3 If you fail to complete the sale by the completion date, also known as the "Settlement Date", you will have ten additional days to complete as explained in the Articles of Roup which form part of these terms (see clause 25). After this time, the seller may rescind the contract and we can reoffer the property for sale without any obligation owed to you, and you will lose your non-refundable fees and deposits.

25. CONDITIONS OF SALE

25.1 When you buy at auction under an unconditional sale, you agree to be bound by the Minute of Preference and Enactment & Articles of Roup, which form part of and are in addition to these terms. The Minute of Preference and Enactment & Articles of Roup will be signed on your behalf under the authority provided in this Agreement. These documents can be viewed on SDL Property Auctions' website, or you can ask us for a copy. You must read the Minute of Preference and Enactment & Articles of Roup in full before purchasing a property through SDL Property Auctions. If you fail to do so, you will remain bound under these terms.

26. OUR LIABILITIES

26.1 In marketing and auctioning property, we act only as agent for the seller of that property, we do not act on our own behalf.

26.2 We offer no guarantees or representations as to the condition of specifications of any property that we offer for sale.

26.3 We offer no guarantee or representation that the seller will complete the sale within the required period.

26.4 We shall not be liable to either party if the buyer or seller withdraws from an agreement to sell and thereby causes loss to the other party.

26.5 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.

26.6 We do not exclude our liability for anything that we cannot legally exclude liability for, including death or personal injury and fraudulent misrepresentation.

27. JURISDICTION

27.1 These terms are subject to the exclusive jurisdiction of the courts of Scotland.

28. RESOLUTION OF COMPLAINTS

28.1 Our complaints handling policy can be found at: www.sdlauctions.co.uk/complaints-handling-procedure/

28.2 We are regulated by The Property Ombudsman whose website is: <https://www.tpos.co.uk/>

29. DATA PROTECTION

29.1 We will process your personal data in accordance with our data protection policy: www.sdlauctions.co.uk/privacy-policy/.

Document updated October 2023



One triangle all angles covered

ONLINE / LOCAL / NATIONAL

▲ Aberdeen
01224 202800
▲ Ayr
01292 267987
▲ Coatbridge
01236 436561
▲ Cumbernauld
01236 780000
▲ Dalkeith
0131 663 2780

▲ Dumbarton
01389 731682
▲ Dumfries
01387 264333
▲ Dundee
01382 220699
▲ Dunfermline
01383 731841
▲ East Kilbride
01355 248535

▲ Edinburgh
0131 557 9300
▲ Elgin
01343 553939
▲ Falkirk
01324 635 999
▲ Fraserburgh
01346 517456
▲ Galashiels
01896 750150

▲ Glasgow Commercial
0141 331 2807
▲ Glasgow South
0141 649 8020
▲ Glasgow West End
0141 353 2080
▲ Greenock
01475 730717
▲ Hamilton
01698 534288

▲ Lanarkshire Commercial
01698 897548
▲ Inverness
01463 712239
▲ Kilmarnock
01563 520318
▲ Kirkcaldy
01592 205442
▲ Livingston
01506 416777

▲ Montrose
01674 676768
▲ Motherwell
01698 252229
▲ Musselburgh
0131 653 3456
▲ Paisley
0141 889 8334
▲ Perth
01738 631631

▲ Peterhead
01779 470766
▲ St Andrews
01334 476469
▲ Saltcoats
01294 464228
▲ Stirling
01786 474476

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