

# Property Auction

Commercial and residential property for sale

Working in partnership with



**Thursday 27th June at 1.00pm**

Sandy Park Conference Centre

Sandy Park Way

Exeter EX2 7NN



# Auction venue & calendar



Sandy Park Conference Centre  
Sandy Park Way, Exeter EX2 7NN

## Exeter Office

Tel: 01395 275691

## Auction programme 2019

AUCTION DATES	CLOSING DATES
28th February	29th January
25th April	26th March
27th June	21st May
5th September	6th August
24th October	24th September
11th December	12th November

## 23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.

### SHEFFIELD



DoubleTree by Hilton  
Sheffield Park, Chesterfield Road South  
Sheffield S8 8BW

**Sheffield Office**  
Tel: 0114 254 1185

Auction	Closing date
6th March	1st February
1st May	29th March
4th July	31st May
18th September	16th August
30th October	27th September
17th December	15th November

### LLANELLI



Parc y Scarlets  
Llanelli  
SA14 9UZ

**Head Office**  
Tel: 01267 221554

Auction	Closing date
9 May	
18 July	
26 September	
28 November	

### LIVERPOOL



Crowne Plaza  
2 St Nicholas Place, Pier Head,  
Liverpool L3 1QW

**Liverpool Office**  
Tel: 0151 207 6315

Auction	Closing date
14th February	18th January
28 March	1st March
15th May	19th April
11th July	14th June
12th September	16th August
31st October	4th October
12th December	15th November

## Our coverage is our strength



Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in.  
For further details contact the Auctioneers immediately. Telephone 01395 275691.

# Auctioneer's pre-sale announcements

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.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk) and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

- 1 The auctioneer will offer all lots in the order as shown in the catalogue.
- 2 An addendum to the catalogue and Conditions of Sale is currently available for distribution in the auction room.
- 3 This addendum is an important document providing updates and corrections to the auction catalogue.
- 4 Countrywide will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
- 5 Would prospective purchasers please ensure they have a copy of the auction catalogue and an addendum prior to bidding.
- 6 Prospective purchasers are deemed to have read the addendum whether they have done so or not.
- 7 You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot.
- 8 The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to auction date.
- 9 You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content. Please note that some legal packs may contain additional fees (such as the requirement for the seller to pay the vendor's legal fees).
- 10 If you have a question in respect of any of the lots within the catalogue would you please ask one of the Countrywide representatives who will attempt to answer your question during the auction. The auctioneer will not answer any questions whilst the auction is proceeding.
- 11 Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more. (see definition of Guide Prices below)
- 12 The auctioneer will not describe each individual property in detail or elaborate on its features or finer points. He will merely state the address, lot number and a very brief description.
- 13 Please remember it is the bidder's duty to attract the auctioneer's attention.
- 14 Please bid clearly and do not delay.
- 15 At the fall of the hammer the successful bidder will be in a binding contract of sale. At this point, an auction runner will come to your place of bidding, take your name and address and details of your solicitor and will lead you to one of the contract tables in the auction room.  
  
Identification details (details of which are available from Countrywide staff) will be required from you. Please make sure that you have the required documentation readily available. If in doubt, please contact a member of the auction team prior to bidding.  
  
You will then be invited to sign the Memorandum or Contract of Sale and provide a 10% deposit cheque subject to a minimum of £3,000 whichever is the greater. Please note we will not accept cash deposits under any circumstances.
- 16 We only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn. We reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation.
- 17 A successful purchaser will also be required to pay a Buyer's Administration charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) by cheque made payable to Countrywide.
- 18 Completion of the sale and payment of the balance of the purchase money is 28 days after the auction unless the conditions of sale provide otherwise.
- 19 Unless otherwise stated all property is sold subject to a reserve price whether declared or not. (see definition of Reserve Prices below)
- 20 Please note that purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required it may be arranged through the auctioneers with the express permission of the vendor.
- 21 Countrywide hold regular property auctions throughout the year.
- 22 Countrywide operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.



## \*Guide Prices, Reserve Prices and Buyer's Fees

### GUIDE PRICE

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers 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 fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum

and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### 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 and the reserve price can be subject to change up to and including the day of the auction.

### BUYER'S FEES

There is a £750+VAT (£900 including VAT @ 20%) buyer's administration charge on each lot purchased (unless stated otherwise in the property description). We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

# Bidder's registration and identification form

Please complete the following details in full and **IN BLOCK CAPITALS** and provide two forms of certified identification prior to bidding as detailed in Lists A & B below.

If bidding on behalf of a company, and if successful, you will also be required to present a copy of the Certificate of Incorporation and a letter of authority on company letterheaded paper and signed by a company director prior to signing the contract.

FOR COUNTRYWIDE USE ONLY:

Lot/s..... Bidder No .....

**Bidder:**

First name(s)..... Surname .....

Address .....

Postcode ..... Tel no .....

Mobile no ..... Email .....

SECURITY QUESTIONS Date of birth ..... / ..... / ..... Mother's maiden name .....

**Bidder's solicitor:**

Firm ..... Contact name .....

Address .....

..... Postcode ..... Tel no .....

**Bidder's signature** ..... Date .....

Data Protection: The information that you provide on this form and the identification documentation details requested are required under the Money Laundering Regulations 2007 for identification and security purposes, and will be retained by Countrywide for a minimum of 6 years from the above date. The details may also be supplied to other parties if Countrywide are legally required to do so.

Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us a [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

How will you be paying 10% deposit and buyers admin fee?  Cheque  Debit card  Bank Transfer

Note: The deposit payable on each Lot is 10% of the purchase price or a minimum of £3000 (whichever is greater). The Administration Charge is £900 including VAT on each Lot.

Do you wish to be added to the mailing list?  Would you like to be contacted by our finance partner, Buy to Let?

Tick Item Ref No

FOR COUNTRYWIDE OFFICE USE ONLY: Identification documentation seen (one from each list)

**Prior to bidding you must provide 2 forms of ID, one photographic and one proof of residence – a list of acceptable ID documents can be seen below. In all cases we will require proof of funds.**

List A – Photographic evidence of Identity

Tick	Item	Ref No
	Valid Passport with MRZ (Machine Readable Zone – two alphanumeric lines on photo page as verifiable.)	
	Valid full UK photo driving licence.	
	Valid EU/EEA/Switzerland photo driving licence.	
	Valid EU/EEA/Switzerland national Identity Card.	
	Valid UK Armed Forces ID Card.	
	Valid UK Biometric Residence Permit (When copying include both sides.)	
	Valid Blue Badge scheme (disabled pass with photo)	
	Valid Freedom Pass	
	Valid Local Authority Bus pass	
	Valid full UK Driving licence (Non photo, paper) issued before 1998	
	Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months	

List B – Evidence of Residence

Tick	Item	Ref No
	Valid full UK photo driving licence.	
	Valid full UK Driving licence (Non photo) issued before 1998	
	Local authority council tax bill (dated within the last 12 months).	
	UK Bank / Building societies statements/bills showing activity, dated within the last 6 mths. Including account number and sort code as verifiable.) (Accept internet printed.)	
	UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	
	Utility bills dated within the last 6 months including – Electricity bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. (Accept internet printed.) (Not mobile phone bills.)	
	Her Majesty's Revenue and Customs (HMRC) Inland Revenue (IR) Coding / assessment / statement (dated within the last 12 months) with National Insurance number – as verifiable.	
	Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	

Signed on behalf of Countrywide ..... Date .....

**Once you have completed this form please send to: Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW or email along with certified copies of your ID to [auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)**

# Money Laundering Regulations

Due to the new changes to Money Laundering regulations for buying and selling at auction, as of the 26th June we are now required by Law to ID check everyone who buys at auction

## What the new regulations mean for you as a buyer at the auction:

1. In the case of an **individual** purchasing at auction, we will require a certified copy of a passport and utility bill.
2. In the case of an **individual acting on behalf of a third party individual**, we will require a certified copy of a passport and recent utility bill from **both parties**.
3. In the case of an **individual acting on behalf of a company** we will require details about the company including ownership information on the ultimate holding company and ultimate beneficial owners of the company, including current addresses and dates of birth.
4. If you are **unable to attend in person** or will be sending us a remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
5. Your ID will be kept on file for 6 years and will we will only require updated documents if you change address.
6. Registration on the day of the auction opens from 11:00am so please ensure you arrive early to ensure we have been able to satisfactory fulfil the necessary requirements. **In all cases we will require proof of funds.**

**Prior to bidding you must provide 2 forms of ID, one photographic and one proof of residence – a list of acceptable ID documents can be seen below. In all cases we will require proof of funds.**

### List A – Photographic evidence of Identity

Tick	Item	Ref No
	Valid Passport with MRZ (Machine Readable Zone – two alphanumeric lines on photo page as verifiable.)	
	Valid full UK photo driving licence.	
	Valid EU/EEA/Switzerland photo driving licence.	
	Valid EU/EEA/Switzerland national Identity Card.	
	Valid UK Armed Forces ID Card.	
	Valid UK Biometric Residence Permit (When copying include both sides.)	
	Valid Blue Badge scheme (disabled pass with photo)	
	Valid Freedom Pass	
	Valid Local Authority Bus pass	
	Valid full UK Driving licence (Non photo, paper) issued before 1998	
	Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months	

### List B – Evidence of Residence

Tick	Item	Ref No
	Valid full UK photo driving licence.	
	Valid full UK Driving licence (Non photo) issued before 1998	
	Local authority council tax bill (dated within the last 12 months).	
	UK Bank / Building societies statements/bills showing activity, dated within the last 6 mths. Including account number and sort code as verifiable.) (Accept internet printed.)	
	UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	
	Utility bills dated within the last 6 months including – Electricity bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. (Accept internet printed.) (Not mobile phone bills.)	
	Her Majesty's Revenue and Customs (HMRC) Inland Revenue (IR) Coding / assessment / statement (dated within the last 12 months) with National Insurance number – as verifiable.	
	Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	

### ID can be approved as follows:

- Come to any of our offices with originals and we will certify them free of charge
- Solicitors, the bank, an accountant or other professional body can certify the relevant ID
- The Post Office can verify up to 3 x forms of ID for a charge of £10.50

All certified ID can be sent to us at [auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)

The purpose of Countrywide obtaining this information is in order for us to carry out customer due diligence in compliance with the regulations. There are no exceptions and Countrywide takes its obligations very seriously.

IF YOU HAVE ANY QUERIES PLEASE CONTACT US ON 01395 275691.

Thank you for your understanding and helping us comply with these regulations.

# Order of Sale

## Thursday 27th June

1	92 Grenville Avenue, Torquay TQ2 6DP	£100,000+
2	60 Clarence Road, Torpoint, Cornwall PL11 2LT	SOLD PRIOR
3	15 Honey Street, Bodmin, Cornwall PL31 2DL	£17,500–£20,000
4	13 Goverseth Terrace, Foxhole, St. Austell, Cornwall PL26 7XA	£70,000+
5	Wyncote, 10 Orchard Close, Exeter EX1 3SN	£260,000+
6	11 St. Marys Road, Bodmin, Cornwall PL31 1NF	£50,000–£60,000
7	Land north of 11 Parcandowr, Grampound Road, Truro, Cornwall TR2 4TY	£80,000+
8	2 Borea Court, Nancledra, Penzance, Cornwall TR20 8LQ	£130,000+
9	155 Lymington Road, Torquay TQ1 4BE	£120,000+
10	Garaging, Workshop and Land at rear 120–122 Forest Road, Torquay TQ1 4JY	£175,000+
11	50 Albion Street, Exmouth, Devon EX8 1JH	£185,000+
12	Cat and Fiddle, 1 St. Leonards, Bodmin, Cornwall PL31 1JZ	£125,000–£150,000
13	31 Victoria Place, Budleigh Salterton, Devon EX9 6JP	£195,000+
14	Flat 2, 13 Courtland Road, Paignton, Devon TQ3 2AB	£70,000+
15	Fron Garage, Rock Road, Crossgates, Llandrindod Wells, Powys LD1 6RR	£35,000–£45,000
16	Gwendreath, Dunmere, Bodmin, Cornwall PL31 2RD	£200,000+
17	60 Broad Park Road, Bere Alston, Yelverton, Devon PL20 7DU	£230,000+
18	231 Lichfield Avenue, Torquay TQ2 8AJ	£70,000+
19	Fiori Cottage, 21b High Street, Budleigh Salterton, Devon EX9 6LD	£175,000+
20	62 Carlton Road, Torquay TQ1 1LZ	£160,000+
21	Flat 6, 65, Cheddon Road, Taunton, Somerset TA2 7BX	£35,000–£40,000
22	Apartment 1, Pentreen, 2 Bank Square, St. Just, Penzance, Cornwall TR19 7HH	£110,000+
23	Tom Gower Studios, Lifeboat Hill, St. Ives, Cornwall TR26 1LE	£70,000+
24	8 Leicester Mead, Exwick, Exeter EX4 2PX	£225,000+
25	Croftside, Fore Street, St. Cleer, Liskeard, Cornwall PL14 5DA	£125,000+
26	Nantithet Bungalow, Nantithet, Cury, Helston, Cornwall TR12 7RB	£100,000–£125,000
27	58a Winner Street, Paignton, Devon TQ3 3BQ	£70,000+
28	37 Carters Avenue, Poole, Dorset BH15 4JT	£110,000+
29	Church House, Stone, Berkeley, Gloucestershire GL13 9LB	£280,000+
30	25 Greenbank Avenue, Plymouth PL4 8PS	£170,000+
31	Barn, Liverton, Newton Abbot, Devon TQ12 6JF	£30,000–£40,000
32	Ramblers, Bonchurch Shute, Ventnor, Isle of Wight PO38 1NX	£150,000+

LOT  
1

92 Grenville Avenue, Torquay TQ2 6DP

\*GUIDE PRICE £100,000+



A two bedroom end of terrace house with a generous garden, now in need of some improvement.

#### DESCRIPTION

An ideal project, this two bedroom end terrace house would suit investors to complete renovation, or landlords looking to increase their portfolio. The property benefits from a lounge diner, kitchen, two double bedrooms and a bathroom. At the rear is a good sized garden.

#### LOCATION

Torquay is one of three beautiful towns forming the sheltered Tor Bay and is renowned for the warm climate, clear bathing waters and clean air. The local beaches form a golden arc around the bay with shingle coves scattered nearby. The town provides excellent facilities to include waterside restaurants, a theatre and bars. Chelston is set alongside Shiphay and features several primary schools in close proximity.

#### ACCOMMODATION

**Ground Floor** Entrance hallway with stairs to the first floor, lounge/diner and separate kitchen.

**First Floor** Two double bedrooms and a bathroom.

**Outside** To the front is an enclosed garden and access to the rear and side garden areas. To the rear is a patio area which leads to the



remainder of the garden, housing fruit trees and mature shrubs.

#### EPC

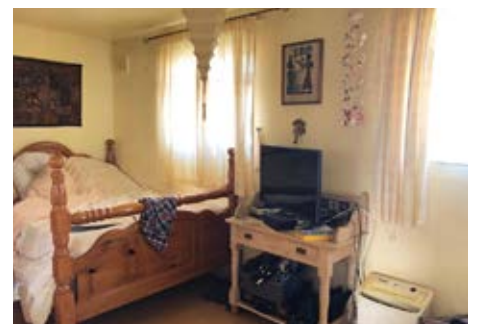
Energy Efficiency Rating – D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
2

60 Clarence Road, Torpoint, Cornwall PL11 2LT

\*GUIDE PRICE £80,000+



A two bedroom terrace house, set in a favourable position in Torpoint. The property is suitable for cash buyers only.

#### DESCRIPTION

This two bedroom Edwardian terrace house is situated within close proximity of local amenities and offers accommodation comprising two double bedrooms, two reception rooms which could be converted into a third bedroom, kitchen, utility room, family bathroom and front and rear gardens. The property benefits from gas central heating and uPVC double glazing. We have been made aware the property contains Mundic Block and is therefore suitable for cash buyers only.

#### LOCATION

The town of Torpoint enjoys a range of amenities including shops, supermarkets, schools, doctors, post office, public houses and commuter links to Plymouth via the Torpoint Ferry. Antony House, Mount Edgumbe Country Park and the beaches along the Whitsand Bay coastline are all within a ten mile radius of the property.

#### ACCOMMODATION

**Ground Floor** Lounge, dining room, kitchen and utility room.

**First Floor** Two bedrooms and bathroom.

**Outside** Gardens to the front and rear.

#### NOTE

The seller has informed us that there is Mundic Block at the property and therefore is suitable for cash buyers only.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Torpoint 01752 813688. General enquiries Countrywide Property Auctions 01395 275691.







A shop set in the pedestrian section of Honey Street, Bodmin.

#### DESCRIPTION

A shop with an estimated rental value of £4,000pae, set in the town centre of Bodmin. The property benefits from a trading area, cloakroom and storage area. Ideal as a bespoke retail unit and located in close proximity to public houses and cafés.

#### LOCATION

Bodmin is centrally located in Cornwall yet only approximately 7.3 miles from the coastal town of Wadebridge. The town caters well for day to day needs and has several supermarkets, a leisure centre, schooling, public houses and restaurants. Bodmin is situated within proximity of the A30 dual carriageway and has a mainline train station. Set in the pedestrian section of the town on Honey Street in the town centre.

#### ACCOMMODATION

Shop Measuring approximately 24sqm with a full window frontage. To the rear is a cloakroom and stairs leading down to a limited head height storage area.

#### EPC

Energy Efficiency Rating – Non domestic E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
4

13 Goverseth Terrace, Foxhole, St. Austell, Cornwall PL26 7XA

\*GUIDE PRICE £70,000+



A terraced house now requiring full modernisation, set in the village of Foxhole on the outskirts of St. Austell, Cornwall.

#### DESCRIPTION

A mid terrace house that requires complete refurbishment throughout. The property is located on a level plot with a front and rear garden. Internally the property features a lounge, dining room, kitchen, three bedrooms and a bathroom. Suitable as a project to renovate and improve.

#### LOCATION

Foxhole village offers a primary school, fish and chip shop, village store, Post Office, medical centre and benefits from fantastic walks and scenery. The main town of St. Austell is known for a busy shopping precinct and is famed for the St. Austell Brewery and being within easy driving distance of The Eden Project.

#### ACCOMMODATION

**Ground Floor** Lounge, dining room, kitchen and bathroom.

**First Floor** Three bedrooms.

**Outside** To the rear is a garden area featuring a garage and stone built store.

#### NOTE

The auction department have not inspected the property internally.



#### EPC

Exempt – Uninhabitable at the time of instruction.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with St Austell Miller Countrywide 01726 66435. General enquiries Countrywide Property Auctions 01395 275691.





A four bedroom detached house requiring modernisation and scope for further extension set in the highly sought after Pinhoe village.

**DESCRIPTION**

A handsome four bedroom detached house situated on the fringes of the highly sought after Pinhoe village. The property benefits from an integral car port with utility area off and on drive parking, front and rear enclosed gardens, offering the clear potential for further upwards extension subject to any requisite consents. The property is likely to appeal to builder/develops as a modest post works onwards resale project, along with those looking to create an enviable family home in this well established residential area.

**LOCATION**

Pinhoe village offers a selection of shops, restaurants, public houses and schools, situated on the northern side of the cathedral city of Exeter with excellent public transport links to the vibrant city centre, hospitals and university. The area is extremely popular with commuters having excellent access to mainline railway stations, Exeter airport and the M5/A30/A38 road networks.

**ACCOMMODATION**

**Ground Floor** Storm porch, entrance hall, sitting room, dining room with French doors to the rear garden, kitchen, WC and utility area.

**First Floor** Landing, four bedrooms and bathroom.

**Outside** Enclosed front and rear gardens being mainly laid to lawn, with patio seating area, potting shed, garage/carport and additional on drive parking.

**EPC**

Energy Efficiency Rating – TBC

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

Strictly by prior appointment with Fulfords Exeter 01392 252666. General enquiries Countrywide Property Auctions 01395 275691.

**NOTE**

The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.



LOT  
6

11 St. Marys Road, Bodmin, Cornwall PL31 1NF

\*GUIDE PRICE £50,000-£60,000



An end of terrace house situated in Bodmin, requiring complete renovation throughout.

#### DESCRIPTION

An end of terrace house benefitting from a generously sized garden to the side and rear. The property now requires complete works to be carried out. The property features a kitchen extension area, lounge, dining room, three former bedrooms, workshop space and garden. To the rear road is an allocated parking space for use by this property.

#### LOCATION

The town of Bodmin caters well for day to day needs and offers many supermarkets as well as primary schooling, a secondary school and a leisure centre. The town is situated within proximity to the main A30 Dual carriageway and has a mainline Railway station nearby servicing the County and across to London.

#### ACCOMMODATION

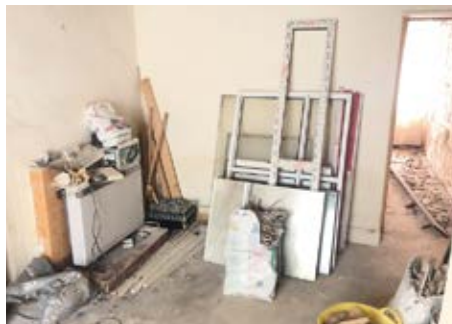
**Ground Floor** Entrance via the side into a workshop area, former kitchen and bathroom, dining room and lounge.

**First Floor** Three bedrooms.

**Outside** To the side and rear is an overgrown garden area. Allocated parking space in a neighbouring cul-de-sac.

#### EPC

Energy Efficiency Rating – Exempt – Uninhabitable at time of instruction.



**AUCTION VALUER**  
Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.



A parcel of land with planning permission in place for a four bedroom detached house to include vehicular access, set in the village of Grampound Road, Truro.

### DESCRIPTION

A residential building plot with detailed planning permission for a four bedroom detached house, which includes a kitchen/breakfast room, lounge/diner, ground floor cloakroom and a family bathroom to the first floor, associated gardens and parking. Further information can be found on the Cornwall Council planning portal under the reference number PA17/07067..

### LOCATION

The village of Grampound Road lies between St Austell and Truro with a good range of local services including a Post Office, local shop, primary school (rated good to outstanding) plus a recreation ground. There is a regular bus service to both the city of Truro and St Austell, offering a far wider range of business, educational and shopping facilities.

### PROPOSED ACCOMMODATION

**Ground Floor** Entrance hallway, cloakroom, kitchen breakfast room and lounge diner with rear access.

**First Floor** Four bedrooms with a master en-suite shower room, and a family bathroom.

**Outside** Garden area.

### PLANNING INFORMATION

A Grant of Conditional Planning Permission was granted on the 4th of September 2018, for 'the erection of a dwelling, including formation of a vehicular access' under the reference PA17/07067. For information on developing the site, please enquire with the planning department of Cornwall Council on 0300 1234 151. Any interested parties should make and rely on their own investigations.

### EPC

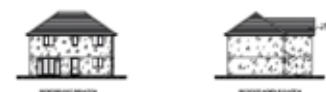
Energy Efficiency Rating – Exempt

### AUCTION VALUER

Lucy Fuller.

### VIEWING ARRANGEMENTS

At any reasonable time and at the viewers own risk, or by prior appointment with Countrywide Property Auctions 01395 275691.





A two bedroom duplex style apartment, with two off-road parking spaces and a garage, set in Nancledra, on the fringes of St. Ives and Penzance.

#### DESCRIPTION

A purpose built ground floor duplex apartment offers split level accommodation including a lounge with garden access, kitchen, half storey to the rear with a bathroom and two bedrooms. The property also benefits from a garage in a block with two parking spaces and its own garden to the front.

#### LOCATION

Nancledra is located in South Cornwall under the Penzance district. The hamlet features its own primary school and regular bus service to the surrounding area, situated approximately three miles from St Ives and three miles from Penzance. There are lovely countryside walks to enjoy in this pleasant rural setting.

#### ACCOMMODATION

**Apartment** Entrance hallway and a half staircase set to the rear level, kitchen, lounge, bathroom and two bedrooms.

**Outside** To the front is a garden area for use with this apartment.

**Garage** Accessed from the private driveway to a garage in a block, with a parking space in front of the garage and a second parking space opposite.

#### NOTE

The seller would welcome the opportunity to rent back the apartment from a buyer. The freehold is split between the four apartments and they form their own management company.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide St Ives 01736 797331. General enquiries Countrywide Property Auctions 01395 275691.





A three bedroom mid terrace house now requiring updating, set in the popular seaside town of Torquay.

**DESCRIPTION**

The spacious property comprises of open plan lounge/diner, extended kitchen/ breakfast room and down stairs cloakroom. Upstairs you will find three bedrooms and a family bathroom. Offered for sale with vacant possession.

**LOCATION**

Torquay is one of three beautiful towns forming the sheltered Tor Bay and is renowned for the warm climate, clear bathing waters and clean air. The local beaches form a golden arc around the bay with shingle coves scattered nearby. The town provides excellent facilities to include waterside restaurants, a theatre and bars.

**ACCOMMODATION**

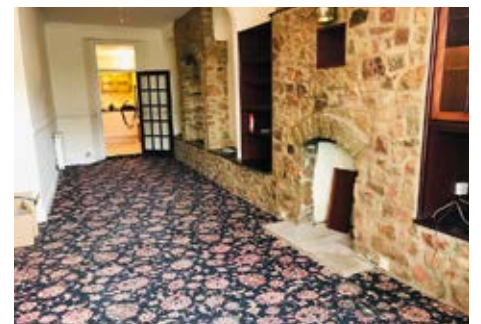
**Ground Floor** Entrance hallway with stairs to the first floor, lounge/diner, kitchen/breakfast room and downstairs cloakroom.

**First Floor** Three bedrooms and a bathroom.

**Outside** Terraced rear garden with decked area.

**EPC**

Energy Efficiency Rating – E



**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.





A parcel of land which currently houses multiple garages and a large workshop, also benefitting from planning permission for two detached dwellings, set in a residential area of Torquay.

#### DESCRIPTION

A useful set of garages and workshop set behind residential properties in the Tormahun ward of Torquay. The current set up is laid out as eight garages with a ninth garage being opened at the rear to allow access to a further parcel of land. The workshop has lighting, power and drainage. A planning application has also been granted under the reference P/2018/0901 for the erection of two detached residential dwellings should an interested party wish to develop the site and not retain the original building and garages on site.

#### LOCATION

Torquay is located on the South Devon coastline alongside the Torbay towns of Paignton and Brixham. The area benefits from several primary and secondary schools, as well as a selection of local shops set in Plainmoor. The main Harbourside of Torquay features busy restaurants and bars, a bowling alley and department stores. The neighbouring town of Newton Abbot is easily accessible from the new South Devon Link Road by car or public transport.

#### CURRENT USAGE

**Garaging** Eight complete garages with a ninth open garage currently used for access to the side parcel of land.

**Workshop** Useful workshop/store with power, lighting, drainage and internal optional office space.

#### ACCESS

Leading from Forest Road to the garaging and workshop. No access is permitted from Empire Road.

#### PLANNING INFORMATION

Unit 1 comprising: Open plan living area with kitchen, four bedrooms with two en-suites, family bathroom and study; set over two stories. Unit 2 comprising: Lounge diner leading to the kitchen, utility room, four bedrooms with two en-suites plus a family bathroom. A Grant of Conditional Planning Permission was granted on the 12th of September 2018 for 'the formation of 2 no detached 2 storey dwellings' under the reference P/2018/0901. For information on developing the site, please enquire with the planning department of Torbay Council on



01803 201201. Any interested parties should make and rely on their own investigations.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING ARRANGEMENTS

Strictly by appointment with Torquay Miller Countrywide 01803 291429 on a block viewing basis only. General enquiries Countrywide Property Auctions 01395 275691.



A three storey property situated in Exmouth town centre currently arranged and fully let as three flats, generating an income of £18,240pae.

#### DESCRIPTION

A mid terrace, three storey property, arranged as three × 1 bedroom self contained flats with flat 1 enjoying a lovely enclosed courtyard garden, conveniently situated for Exmouth town centre and in proximity of the beach, shopping and leisure facilities and the railway station. The property is fully let and generating an income of £18,240pae in this highly popular seaside resort. The property is likely to appeal to the career residential lettings investors and also those looking for a break up/resale opportunity.

#### LOCATION

The ever popular seaside town of Exmouth offers a glorious 2 miles of sandy beaches and water sports, excellent shopping and recreational facilities, along with a comprehensive range of schools and colleges catering for all ages. The town centre has enjoyed recent regeneration works, with excellent public transport links to the cathedral city of Exeter, the M5 and Exeter airport.

#### ACCOMMODATION

**Ground Floor** Communal entrance hall and stairwell giving access to all flats. Flat 1: Sitting room, bedroom, kitchen with spiral staircase to the shower room and access to the enclosed courtyard garden.

**First Floor** Flat 2: Open plan lounge/kitchen/diner, bedroom with en-suite shower room.

**Second Floor** Flat 3: Sitting room, kitchen, bedroom with shower cubicle and separate WC.

#### EPC

Flat 1: Energy Efficiency Rating – C

Flat 2: Energy Efficiency Rating – D

Flat 3: Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment only with Fulfords Exmouth 01395 273757. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTE

Please refer to the legal pack for details of the current tenancies.





A sizeable detached former public house/restaurant with HMO to the first floor, with planning permission for conversion and extension to the ground floor.

#### DESCRIPTION

A sizeable former public house/restaurant with HMO accommodation over, having the benefit of a Grant of Conditional Planning Permission already in place for a single storey rear extension and conversion of the ground floor to form four residential units, in addition to a 7 room HMO with communal kitchen, shower room and bathroom to the first floor. Communal garden to the rear and two parking spaces to the front elevation.

#### LOCATION

Higher Bore Street is located at the top of the recently regenerated town centre of Bodmin, offering an excellent range of shopping, leisure and educational facilities catering for all ages and is in proximity to the hospital. Bodmin has a selection of retail and business parks, being readily commutable to the A30/ A38 road networks

#### PROPOSED ACCOMMODATION

**Ground Floor:** Flat 1: Entrance hallway, open plan living/kitchen/bedroom with en-suite bathroom. Flat 2: Entrance hall, open plan kitchen/living room with balcony, bedroom and bathroom. Flat 3: Entrance hall, kitchen/living room, bedroom and bathroom.

Flat 4: Entrance hall, kitchen/living room with balcony, bedroom and bathroom.

Proposed Accommodation

**First Floor:** Seven rooms, communal kitchen, bathroom and shower room.

**Outside** Two parking spaces to the front of the property and a large communal garden area to the rear accessed from an integral corridor from the front of the building.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.





An opportunity to acquire three units of accommodation, garage and garden in the heart of the ever popular seaside town of Budleigh Salterton.

#### DESCRIPTION

An opportunity to acquire three residential units, garage and garden enjoying an elevated position in the town centre of Budleigh Salterton with some sea views from the first floor apartment and the low maintenance patio style gardens with a summer house. The property comprises a ground floor double garage with electronic door, a studio apartment currently let and generating £500pcm/£6,000pae, a vacant first floor three bedroom apartment and a detached three bedroom prefabricated bungalow currently let on a rolling assured shorthold tenancy and generating £650pcm/£7,800pae. The property is likely to appeal for those seeking multi-generation occupancy, a home with income potential, a continued residential lettings investment, or for a post works break up and resale opportunity subject to any requisite consents.

#### LOCATION

The ever popular unspoilt and charming seaside town of Budleigh Salterton is situated on the World Heritage Jurassic Coast and in the East Devon Area of Outstanding Natural Beauty. The town offers a comprehensive selection of independent shops, boutiques, cafes and public houses, along with circa 2

miles of pebble beach and excellent road links to the M5, A30/A38 road networks, mainline railway stations and airport are available from the cathedral city of Exeter circa 12 miles.

#### ACCOMMODATION

**Ground Floor** Entrance porch and communal entrance hall giving access to all units of accommodation.

**Studio Flat:** Utility area, open plan lounge/kitchen/diner with steps up to the sleeping area and en-suite shower room, separate WC and under stairs storage area. Double garage with electronic door, power, lighting, water and courtesy door accessed from the hallway.

**First Floor** Landing with caretakers store room and loft access, giving access to the flat, rear patio gardens and bungalow.

**Flat:** Entrance hall, kitchen with utility area off, sitting room with sea glimpses, three bedrooms and bathroom.

**Timbers Bungalow:** Entrance porch, hallway, lounge/diner with kitchen off, bedroom one, rear hallway with door to garden, two further bedrooms and bathroom.

**Outside** Patio style gardens and a summerhouse.

#### EPC

Energy Efficiency Ratings  
Studio Flat – E  
First Floor Flat – E  
Timbers Bungalow – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Fulfords Budleigh Salterton 01395 443758. General enquiries Countrywide Property Auctions 01395 275691.

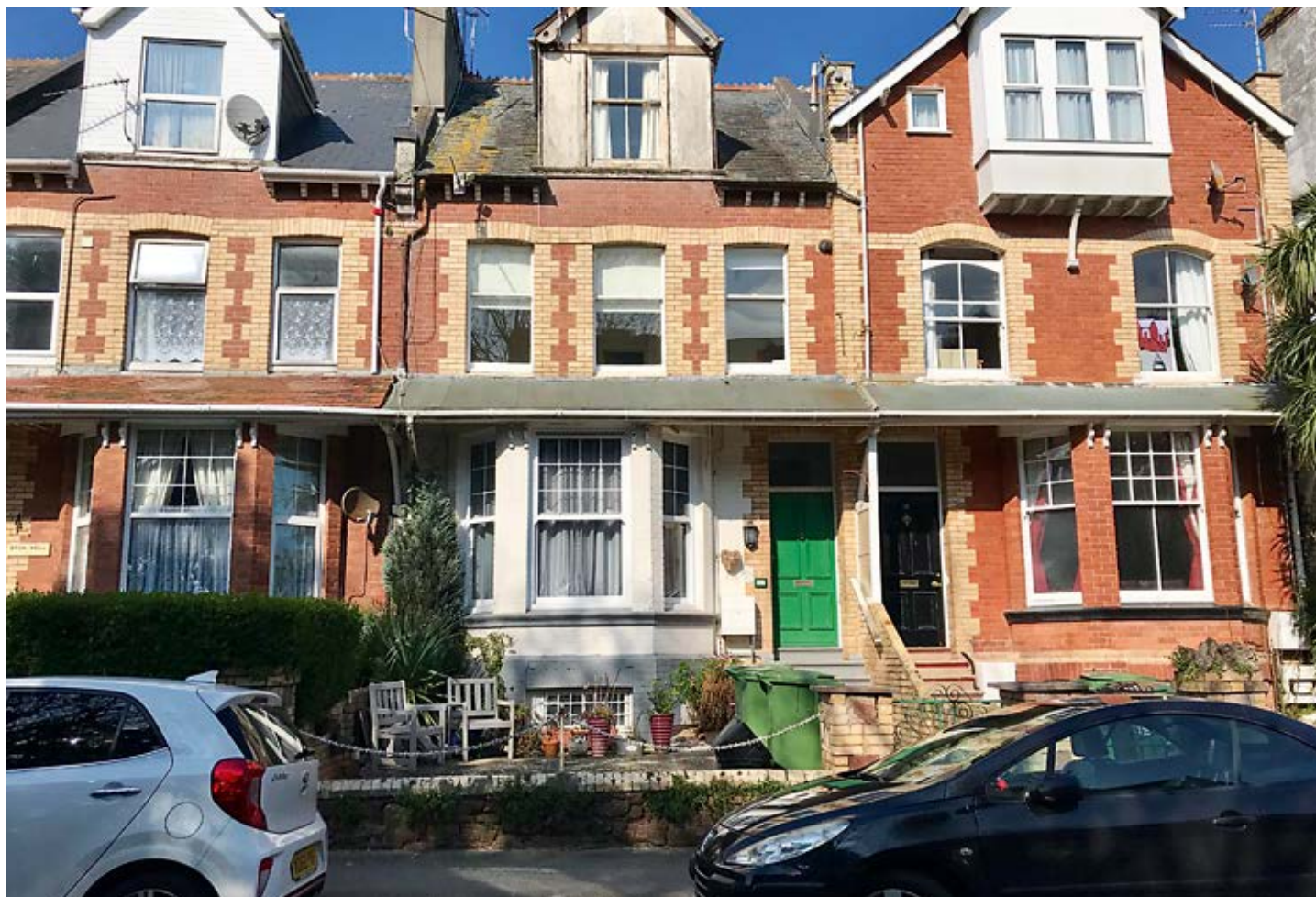
#### NOTE

The accommodation units are individually rated for council tax and metered for gas and electricity, with a shared water supply. Please refer to the legal pack for current tenancy details.

LOT  
14

Flat 2, 13 Courtland Road, Paignton, Devon TQ3 2AB

\*GUIDE PRICE £70,000+



A one bedroom apartment set in the coastal town of Paignton, benefitting from off-road parking. Ideal as a buy to let investment.

#### DESCRIPTION

A first floor one bedroom spacious apartment set in close proximity to Victoria Park and Paignton town centre. The property comprises communal entrance hall with storage cupboard, kitchen, living room with feature fireplace, double bedroom and bathroom. This property benefits from high ceilings, gas central heating and a parking space.



#### LOCATION

This property is located on Courtland Road close to Victoria Park and Paignton town centre. Paignton is a seaside town on the coast of Torbay in Devon, with a bustling town centre, coastal paths and harbour. There are also bus and rail links to neighbouring towns including Torquay, Brixham and Newton Abbot.

#### ACCOMMODATION

**Entrance** Communal hallway, stairs to the first floor.

**Apartment** Entrance hallway, lounge, kitchen, inner hallway to the bedroom and bathroom.

**Outside** To the rear of the property is an allocated parking space.

#### NOTE

The property was previously tenanted for £550pcm/£6,600pae and is now vacant.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.





An interesting opportunity to acquire a range of currently timber framed buildings set in 0.042 hectares/0.104 acres adjoining woodland and farmland, prominently situated on the A483.

**DESCRIPTION**

An interesting opportunity to acquire a range of timber framed buildings, garages/ workshops measuring circa 1290 square feet, with a forecourt parking area and large metal storage container, set in 0.042 hectares/0.104 acres, adjacent to woodland and farmland and enjoying a prominent position on the A483. The property would lend itself to a variety of uses and possible redevelopment upon which interested parties must make and rely upon their own planning enquiries of Powys County Council.

**LOCATION**

Crossgates is a small village situated circa 4 miles from Llandrindod Wells, at the junction of the A483 (Manchester to Swansea) and A44 (Oxford to Aberystwyth) roads, with Fron Garage enjoying a prominent position with an adjacent layby at its access point.

**ACCOMMODATION**

**Ground Floor** Garage/workshop 1: circa 7.2m x 5.3m with roller door and pedestrian access to: Garage/workshop 2: circa 13.2m x 6m with three vehicular access points.

**Outside** Hardstanding and turning area, with iron access gates and metal storage container.

**EPC**

Energy Efficiency Rating – Exempt.

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

Strictly by prior appointment with Countrywide Property Auctions 01395 275691.

**NOTE**

An electricity supply is available on site but has been disconnected. Please refer to the legal pack with regards to any water and drainage which may or may not be in situ. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved. Measurements have been made using the Promap mapping facility, interested parties must make and rely upon their own measurements.





A three bedroom detached cottage now requiring improvement, set in Dunmere, Bodmin.

**DESCRIPTION**

A detached cottage now requiring modernisation, set just off the Camel Trail and adjoining surrounding countryside. On the ground floor are the kitchen, dining room, living room and conservatory opening to garden, with three bedrooms and bathroom to the first floor. The gardens are mainly laid to lawn, with patio area and workshop, with a section of the outside space being used with the property is rented from Cornwall Council.

**LOCATION**

Just outside Bodmin in Dunmere, Gwendreath is located a few metres from the Camel Trail, this provides access to the beautiful Cornish countryside along a disused railway line between Wenfordbridge, Bodmin, Wadebridge and Padstow. Running through both a Site of Special Scientific Interest (SSSI) and a Special Area of Conservation (SAC) the Camel Trail is an 18 mile largely traffic free, surfaced and virtually level multi use trail which passes through some of the most spectacular countryside in the South West of England.

**ACCOMMODATION**

**Ground Floor** Conservatory, lounge, dining room and kitchen.

**First Floor** Three bedrooms and a family bathroom.

**Outside** The owners have rented an area of land/garden for approximately 50 years from Cornwall Council. We are advised that this arrangement can continue at a cost of £200 per annum, subject to a three yearly review, plus an initial set up cost of £500. For further information, please contact Cornwall Council on 0300 1234 151

**NOTE**

The auction surveyor has not inspected the property internally.

**EPC**

Energy Efficiency Rating – F

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.





A four bedroom detached chalet bungalow set in the village of Bere Alston, now requiring some updating.

**DESCRIPTION**

A four bedroom detached chalet bungalow situated on a generous plot in the popular village of Bere Alston. Retaining much of the original character, the property was rebuilt by the current owners and offers four double bedrooms, spacious living accommodation and a fully enclosed rear garden. The property boasts a large garage/workshop and extensive parking.

**LOCATION**

Bere Alston is a small village offering a wide range of facilities such as shops, a post office, doctors' surgery, chemist and Bere Alston Primary School. The Tamar Valley railway line links Bere Alston to Plymouth in 20 minutes, with connections from there to London. The thriving market town of Tavistock is approximately a five mile drive away providing additional facilities including supermarkets, schooling and much more.

**ACCOMMODATION**

**Ground Floor** Entrance hallway, living room, dining room, kitchen/breakfast room, two bedrooms and a family bathroom.

**First Floor** Two bedrooms with the master bedroom benefitting from an en-suite bathroom.

**Outside** Generously sized garden mainly laid to lawn, with a mixture of shrubs and trees within the boundary. We understand from the vendor that Japanese Knotweed has previously been identified on the driveway.

**Garage** The property also features a garage/workshop with parking for up to six vehicles.

**NOTE**

The Pro Map shown is for approximate identification purposes only and is not to scale. Crown Copyright reserved. Measurements have been made using the Promap mapping system at 0.261 acres/0.106 hectares. Interested parties must make and rely upon their own measurements.

**EPC**

Energy Efficiency Rating – C

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Fulfords Tavistock 01822 616121. General enquiries Countrywide Property Auctions 01395 275691.





A three bedroom apartment set in a residential block in Torquay, in close proximity to Torbay hospital. To be sold with a tenant in situ.

#### DESCRIPTION

A three bedroom purpose built apartment being sold with a tenant in situ, currently rented for £500pcm/£6,000pae. The property features a communal entrance, lounge with kitchen leading from it, two double and one single bedroom and a family bathroom. From the lounge is a balcony for use with this apartment only.

#### LOCATION

Torquay is located on the South Devon coast, alongside the Torbay towns of Paignton and Brixham. Located within a reasonable distance of the property are Primary and Secondary schools, the main hospital for Torbay, shopping facilities, bus routes and the new South Devon Link road which gives access to Newton Abbot.

#### ACCOMMODATION

**Block Entrance** Communal entrance hallway with stairs leading to the apartment.

**Apartment** Entrance hallway, lounge with balcony and kitchen to the side, three bedrooms and a family bathroom.

**Outside** Communal grounds surround the building.

#### NOTE

For information regarding the tenancy, please refer to the legal pack.

#### EPC

Energy Efficiency Rating – C

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment on a block basis only, with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.







A charming two bedroom mews style cottage enjoying a tucked away location whilst conveniently situated for the town centre and beach.

**DESCRIPTION**

A charming two bedroom mews style cottage enjoying a tucked away location whilst in close proximity of both the High Street and the beach. The cottage would benefit from some modernisation in order to create the perfect retreat or holiday home in this highly sought after seaside location and has the benefit of a small enclosed courtyard style garden and access to a communal right of way for the cottage neighbouring properties.

**LOCATION**

The ever popular unspoilt and charming seaside town of Budleigh Salterton is situated on the World Heritage Jurassic Coast and in the East Devon Area of Outstanding Natural Beauty. The town offers a comprehensive selection of independent shops, boutiques, cafes and public houses, along with circa 2 miles of pebble beach and excellent road links to the M5, A30/A38 road networks, mainline railway stations and airport are available from the cathedral city of Exeter circa 12 miles.

**ACCOMMODATION**

**Ground Floor** Entrance porch, lounge/diner and kitchen with door to the communal right of way.

**First Floor** Landing, two bedrooms and bathroom.

**Outside** A small enclosed courtyard garden area and communal area giving a right of way that can be utilised for bin storage/washing etc providing access is kept clear for the neighbouring properties.

**NOTE**

Access to the property is from Queen Street and not the High Street.

**EPC**

Energy Efficiency Rating – E

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Fulfords Budleigh Salterton 01395 443758. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
**20**

62 Carlton Road, Torquay TQ1 1LZ

\*GUIDE PRICE £160,000+



A detached five bedroom house currently being used as a house of multiple occupation, set in Torquay on the south Devon coast

### DESCRIPTION

Currently used as a HMO, this detached house does not require modernisation. The property was previously a five bedroom house with two reception rooms, cellar, two bathrooms and a tandem garage to the rear. At the time of instruction, the two reception rooms were used for individual tenants. The property would lend itself to continue to be let for multi occupancy, or subject to acquiring the relevant planning, split into flats with the potential for a studio to the rear incorporating the tandem garage. When fully let, the property can generate a yearly gross income of £26,520pae, arranged as the single bedroom income being £60pw, and double bedrooms let at £90pw with bills included on all tenancies.

### LOCATION

Torquay is set in The English Riviera, alongside the other Torbay towns of Paignton and Brixham. Known for its warm climate and sandy beaches, other local amenities include a busy Harbourside with several bars and restaurants, bowling alley, cinema and a multitude of primary and secondary schools. The new South Devon Link Road gives access to the neighbouring market town of Newton Abbot.

### ACCOMMODATION

**Ground Floor** Former lounge and former dining room (now used as double letting bedrooms individually), kitchen, two rear double bedrooms, shower room and cellar storage room.

**First Floor** Three letting bedrooms (one single and two doubles), cloakroom and bathroom.

**Outside** Access pathway to the side leading to a small courtyard area. Accessed from the rear service lane is a tandem garage.

### NOTE

For information on tenancies please refer to the legal pack. To make enquiries on changing the dwelling arrangement, please contact Torbay Council on 01803 201201. All parties should make and rely upon their own enquiries.

### EPC

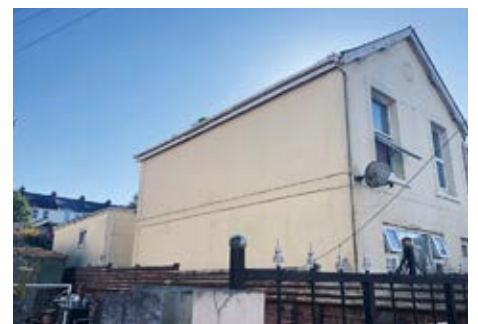
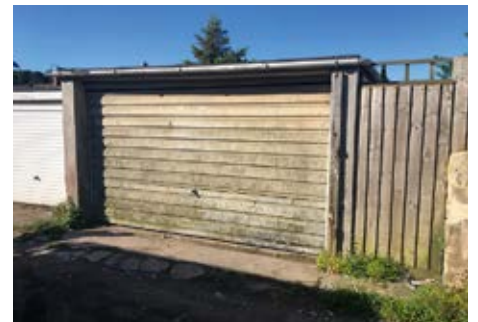
Energy Efficiency Rating – TBC

### AUCTION VALUER

Lucy Fuller

### VIEWING ARRANGEMENTS

By pre-arranged block appointment only with Miller Countrywide Torquay 01803 291429.



General enquiries Countrywide Property Auctions 01395 275691.

LOT  
21

Flat 6, 65, Cheddon Road, Taunton, Somerset TA2 7BX  
\*GUIDE PRICE £35,000-£40,000



A vacant studio flat conveniently situated in proximity of Taunton town centre and the train station.

#### DESCRIPTION

A vacant first floor studio apartment enjoying its own external access from the rear of the building and use of the communal courtyard garden. The apartment has the benefit of the remainder of a 999 year lease commencing from 2006 and is conveniently situated for Taunton town centre and train station, likely to be of interest to residential lettings investors and previously generating between £320pcm & £340pcm whilst in the current ownership.

#### LOCATION

Taunton is a thriving large town with a vibrant town centre offering a wide selection of boutique and high street shops, retail parks, restaurants and cafes, situated on the banks of the River Tone and home to Somerset County Cricket Club, being readily commutable to the M5, Bristol and Exeter city centres and airports, along with several well-known Somerset and East Devon seaside destinations.

#### ACCOMMODATION

**Ground Floor** Communal entrance hall giving access to the rear courtyard and external staircase to Flat 6.

**First Floor** Kitchen/diner, bed/sitting room and en-suite shower room.

**Outside** Enclosed rear courtyard with bicycle and bin store.

#### EPC

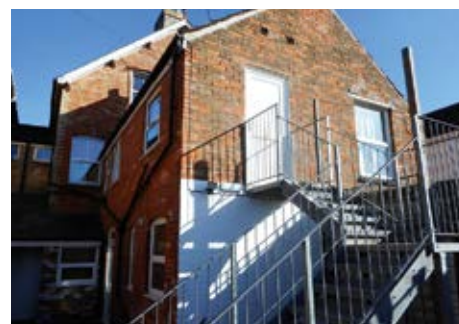
Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Taunton 01823 617009. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom ground floor flat with the added benefit of a set of external brick built storage sheds, detached garage and garden; set in St. Just, Penzance.

**DESCRIPTION**

This versatile apartment hosts the perfect blend of contemporary style coupled with original character features. This apartment would suit an array of buyers seeking a home, Airbnb, or holiday investment. The accommodation comprises of a large lounge with kitchen, study, bathroom and two double bedrooms. To the front is a token patio garden area, to the side of the building is a detached workshop/garage, enclosed garden and two useful outbuildings to the side and rear.

**LOCATION**

Pentreen is in the heart of the popular coastal town of St Just, which hosts a vibrant community along with many local amenities such as, cafes, craft and pottery shops, public houses, restaurants, post office, art galleries, convenience and local food stores. The surrounding area is popular due to the rugged scenery, close proximity to Cape Cornwall golf and leisure club.

**ACCOMMODATION**

**Ground Floor** Porch entrance into the lounge, kitchen/diner, study area, bathroom and two bedrooms.

**Outside** To the front is an enclosed patio area. To the side is an access point which leads to a large detached garage, further patio area, two useful brick built storage rooms and a lawned garden for use with this apartment only.

**NOTE**

The vendors previously enquired to obtain planning for a detached property where the garage, brick built storage sheds and garden are located, although never continued with the application as the proposed build was to have a different frontage to approved. When their circumstances altered, they withdrew the application before a full decision was made by the planning department. For further information on the application please refer to the legal pack. Any prospective purchasers interested in developing the side area, must make and rely upon their own planning enquiries of Cornwall Council Planning on 0300 1234 151.

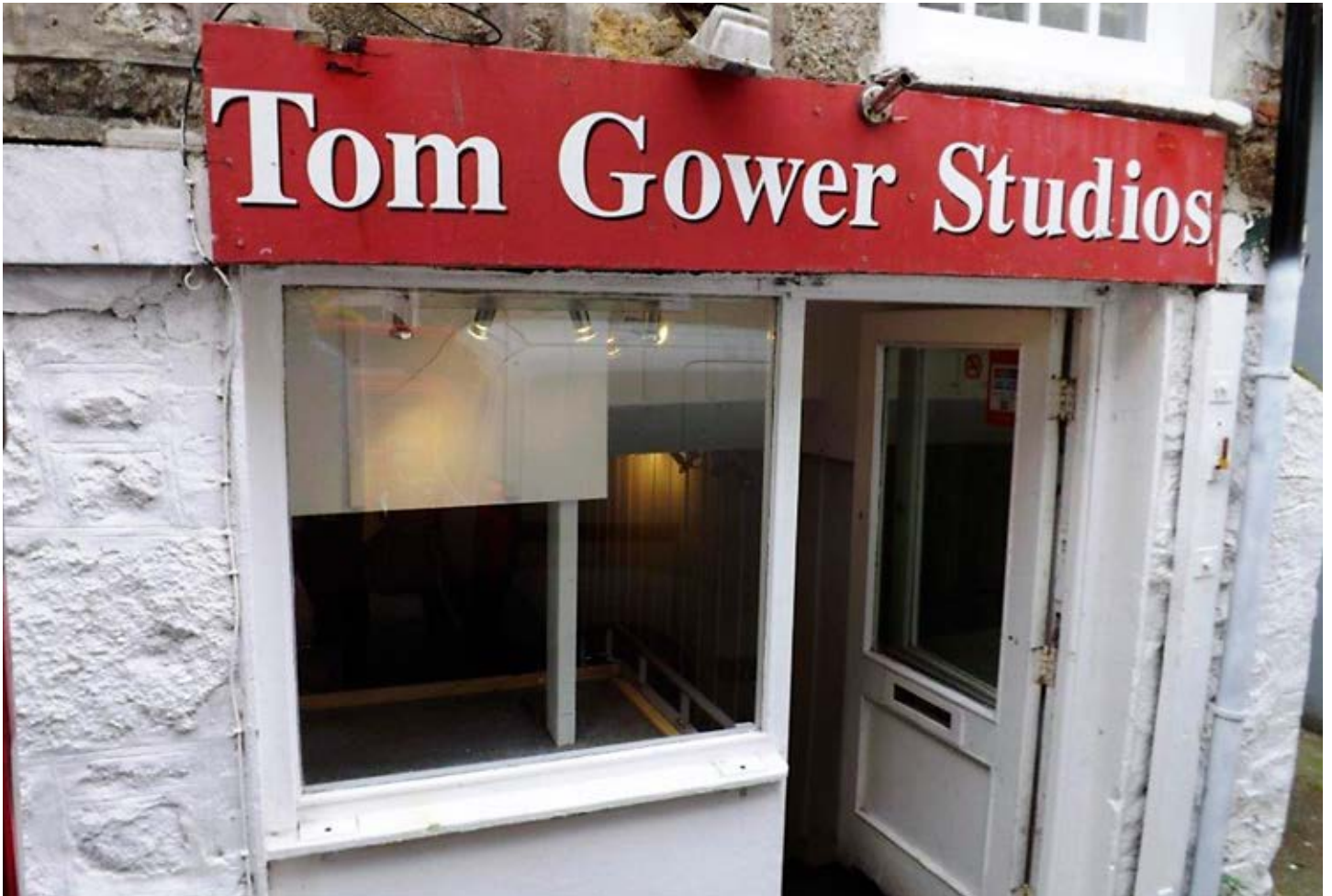
**EPC**

Energy Efficiency Rating – F



**VIEWING ARRANGEMENTS**

Strictly by appointment only with Miller Countrywide Penzance 01736 364260. General enquiries Countrywide Property Auctions 01395 275691.



A useful studio set in the main town centre of st. Ives, Cornwall. Ideal as an art gallery or workshop space.

**DESCRIPTION**

A former art gallery set in a favourable position in the main town centre. The studio would suit someone looking for work space in the town centre, or even looking to open their own bespoke gallery in the town. Set to the rear of the main building, the premises is located on the ground floor with natural light and its own entrance.

**LOCATION**

St. Ives is a busy harbour town on the north coastline of Cornwall. In the summer months the town thrives with tourists visiting the area and enjoying all the shops, bars and restaurants it has to offer. Located in very close proximity to St. Ives Harbour beach and the main high street shops.

**ACCOMMODATION**

Studio Measuring approximately 25' x 10' with electricity supply.

**EPC**

Energy Efficiency Rating – TBC

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Miller Countrywide St. Ives 01736 797331. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
24

8 Leicester Mead, Exwick, Exeter EX4 2PX

\*GUIDE PRICE £225,000+



A vacant three bedroom detached house with garage and garden in a cul-de-sac location within the sought after Exwick area of Exeter.

#### DESCRIPTION

A well presented three bedroom – master en-suite, detached house with garage and additional on drive parking enjoying a tucked away cul-de-sac location in the popular suburb of Exwick. The property has had the benefit of a recently fitted kitchen, carpets to the ground floor and lawned gardens to the side and rear. Ready to let or for owner occupation.

#### LOCATION

The property is located in the popular residential area of Exwick with local shops catering for day to day requirements and educational facilities. There are regular bus services to the city centre and excellent road access to the M5/A30/A38 road networks, the mainline railway station and in turn Exeter airport.

#### ACCOMMODATION

**Ground Floor** Entrance hall, cloakroom, sitting room with double doors to the dining room having access to the rear garden, kitchen.

**First Floor** Landing, master bedroom with en-suite shower room and fitted wardrobes, two further bedrooms and family bathroom.

**Outside** Attached garage with power, lighting and water supply, lawned gardens to the side and rear of the property, with a lower area of overgrown land which could be formalised and re-incorporated into the main garden area.

#### EPC

Energy Efficiency Rating – C

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Fulfords St Thomas 01392 590021. General enquiries Countrywide Property Auctions 01395 275691.





A four bedroom detached house partly renovated and requiring completion, located in the village of St. Cleer, Liskeard.

**DESCRIPTION**

Substantial detached four bedroom house which has had renovation works started, but requires completion to bring up to modern standards. The property has the added benefit of solar panels, LPG gas central heating, garage and cottage style side garden. Several years ago the property was used as a village store before being turned in a residential home.

**LOCATION**

St. Cleer is located approximately two miles north of the market town of Liskeard, on the south east flank of Bodmin Moor. Golitha Falls are located between St. Cleer and St. Neot, providing a peaceful and stunning woodland walk. The famed Jamaica Inn is located approximately thirteen miles away.

**ACCOMMODATION**

**Ground Floor** Entrance hallway with courtesy door to the garage, ground floor bedroom, dining room and cloakroom.

**First Floor** Lounge to the front aspect, three bedrooms, bathroom, kitchen, lean to garden room with access to the garden.

**Outside** Large front garden area currently with stone chippings leading to the garage



and parking. A gate leads to the side garden which is also accessed from the first floor.

**EPC**

Energy Efficiency Rating – G

**AUCTION VALUER**

Lucy Fuller

**VIEWING**

Strictly by appointment only with Stratton Creber Liskeard 01579 343561. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
**26**

**Nantithet Bungalow, Nantithet, Cury, Helston, Cornwall TR12 7RB**

**\*GUIDE PRICE £100,000–£125,000**



A two bedroom detached bungalow now requiring complete renovation, set on the fringes of Cury village in the hamlet of Nantithet.

#### DESCRIPTION

Located in the delightful hamlet of Nantithet just a short distance from the popular villages of Cury and Mullion, is this two bedroom detached bungalow. It benefits further from land on either side of the public highway and backing on to fields. Although in need of renovation the bungalow is brilliantly positioned and is likely to appeal to builder/developers as a post works resale opportunity once works are completed..

#### LOCATION

The village of Cury has clubs, societies and organisations along with a public house, pretty Anglican Church, Methodist Chapel and primary school. Mullion Golf Club, local beaches including Poldhu Cove and cliff top walks are within proximity. Comprehensive schooling, doctors surgery and shops can be found in the village of Mullion and the town of Helston. Helston is a traditional market town which boasts much history and charm and stands at the gateway to the Lizard Peninsula.

#### ACCOMMODATION

**Ground Floor** Porch, lounge, kitchen diner, two bedrooms, bathroom and rear lobby.

**Outside** Land edges the bungalow which benefits from external storage sheds. On the

opposite side of the road is a section of land also included in the title.

#### NOTE

Only part of the property was inspected at the time of instruction. There will be no internal viewings on the property. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved. The two sections of land shown on the Promap and measured using the Promap mapping system total approximately 0.167 acres/0.068 hectares. Interested parties must make and rely on their own measurements. For the avoidance of doubt the property is sold as seen and will not be cleared upon completion.

#### EPC

Energy Efficiency Rating – G

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

**External viewings only.** For directions to the property, please contact Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.





LOT  
27

58a Winner Street, Paignton, Devon TQ3 3BQ

\*GUIDE PRICE £70,000+



A two bedroom first floor duplex style apartment, set in central Paignton.

#### DESCRIPTION

Tasteful decor throughout, the property offers an appealing blend of original character features, enhanced by modern comforts. Both kitchen and bathroom have been fitted to a high specification, with access to the large loft space from the bathroom. The lounge features triple aspect sash windows and electric log burner style feature fireplace.

#### LOCATION

Paignton is set in the centre of the Torquay and Brixham, on the South Devon coast; forming the Borough of Torbay. Local amenities include a cinema, Geo Park, amusement pier, Zoological Gardens and a grammar school. The new South Devon Link Road gives access to the market town of Newton Abbot and across to Exeter.

#### ACCOMMODATION

**Ground Floor** Communal entrance, stairs to the first floor. Door to:

**First Floor** Bedroom two, hallway with a half set of stairs to the remainder of the apartment, lounge, kitchen, bathroom and bedroom one.

#### EPC

Energy Efficiency Rating – E



#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.



A two bedroom mid terrace house requiring refurbishment with the potential for extension/reconfiguration subject to any requisite consents.

#### DESCRIPTION

A two bedroom mid terrace property requiring a programme of refurbishment and offering the clear potential for extension and/or reconfiguration of the existing accommodation subject to any requisite consents. The property has a large rear garden which would benefit from landscaping/formalisation to fully enhance the property and a garage.

#### LOCATION

Hamworthy is a popular residential suburb of Poole being close to the town centre and the marina, with excellent shopping and leisure facilities and schools catering for all age groups.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, dining room and kitchen.

**First Floor** Landing, two bedrooms and bathroom.

**Outside** Small front garden area with the main garden lying to the rear of the property requiring formalisation and a garage.

#### EPC

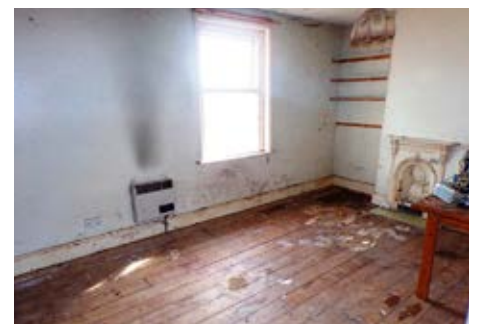
Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Palmer Snell Upton 01292 622688. General enquiries Countrywide Property Auctions 01395 275691.





A four bedroom detached period property requiring modernisation in a highly sought after village location.

**DESCRIPTION**

A fabulous opportunity to acquire a spacious four bedroom detached period property requiring modernisation and offering tremendous scope and potential to create a truly enviable family home in this highly sought after village. Nestling beneath the Church of All Saints and enjoying an open outlook, the property enjoys a generous plot size of circa 0.095 hectares/0.235 acres, garage and outbuildings, being readily commutable to the A38 and junction 14 of the M5.

**LOCATION**

Stone is a small village offering a rural setting but readily commutable to the A38 and M5 motorway. The historic town of Berkeley is within a mile, with Thornbury circa 8 miles, offering a wide range of recreational, shopping and leisure facilities, including Thornbury Golf Club and Berkeley Castle.

**ACCOMMODATION**

**Ground Floor** Entrance hall with larder off, sitting room, dining room, utility/boot room, rear lobby and kitchen.

**First Floor** Landing, four bedrooms and family bathroom.

**Second Floor** Attic room with scope for further development subject to any requisite consents.

**Outside** Gardens and grounds of circa 0.095 hectares/0.235 acres with a variety of outbuildings, greenhouse and garage, being well worthy of formalisation to fully enhance the property.

**EPC**

Energy Efficiency Rating – G

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Chappell & Matthews Thornbury 01454 412565. General enquiries Countrywide Property Auctions 01395 275691.

**NOTE**

This property will not be sold prior to auction.



LOT  
30

25 Greenbank Avenue, Plymouth PL4 8PS

\*GUIDE PRICE £170,000+



A three bedroom bay fronted residential house with the added benefit of a garage to the rear.

#### DESCRIPTION

A three bedroom bay fronted period house set in the St. Judes area of Plymouth. The property has had some works carried out including a boiler installation, electrical work and a new kitchen but the remainder of the property still requires updating to modern decorating standards. The property benefits highly from having a garage to the rear and a courtyard area.

#### LOCATION

St Judes is situated within close proximity to Plymouth city centre and Plymouth University, conveniently situated close to local amenities including a selection of local shops, regular bus service and is close to local parklands. The Barbican Leisure Centre can be found close by where you will find The Vue Cinema, bowling, gym facilities and a selection of restaurants and bars.

#### ACCOMMODATION

**Ground Floor** Entrance hallway with stairs to the first floor, lounge, dining room, kitchen/breakfast room, utility and separate cloakroom.

**First Floor** Three bedrooms, newly fitted bathroom with rainfall shower, cloakroom.



**Outside** Courtyard style garden to the rear. Accessed from the service lane is a one and a half width garage with power.

#### NOTE

The auction surveyor has not inspected the property internally.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Plymouth 01752 668242.



General enquiries Countrywide Property Auctions 01395 275691.



A useful storage barn located on the fringes of Dartmoor national park, in Liverton.

**DESCRIPTION**

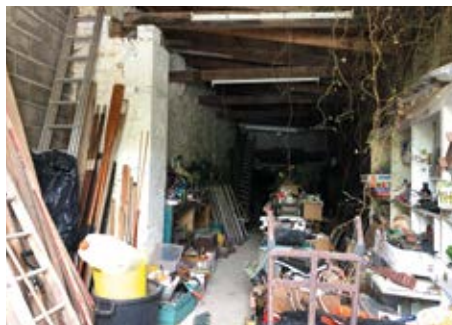
A detached barn dating back to the 1800s, set adjacent to Liverton Football ground. The barn features an attached storage shed to the rear/side elevation, electricity and lies alongside a culvert. Previous records show the barn was used as a Blacksmiths in the 1900s. A possessory order is in effect on the land edging the roadside to allow for off road parking.

**LOCATION**

Liverton is a small village set on the eastern fringes of the Dartmoor National Park with a popular public house, general store/post office and a primary school. There is a bus service to Bovey Tracey, Exeter and Plymouth within the village. The market town of Newton Abbot is approximately four miles away and offers an extensive range of shopping, business and leisure facilities. Liverton is also convenient for the A38 dual carriageway to Exeter and Plymouth.

**ACCOMMODATION**

**Barn** A useful barn measuring approximately 12ft 05in x 46ft 11in internally (3.67m x 14.05m). The barn benefits from full height dual opening doors and an electricity supply. To the rear/side elevation is a storage shed attached to the building.



**Outside** Access to the barn is straight from the roadside without needing to enter the football grounds.

**NOTE**

The property is a supplementary entry to the published catalogue in the June 27th Auction.

**EPC**

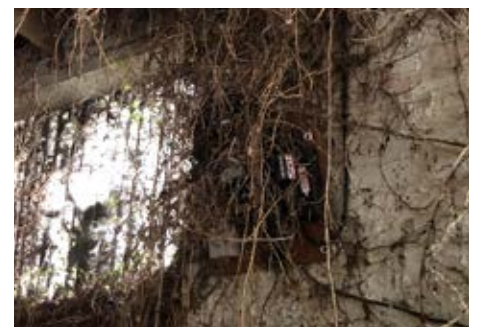
Exempt

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Viewing by block appointment only with Countrywide Property Auctions 01395 275691.





A stunningly located residential building plot with planning permission already in place for a reverse level, four bedroom detached dwelling with garaging and gardens.

#### DESCRIPTION

An opportunity to acquire a stunningly located building plot measuring circa 0.071 hectares/0.174 acres in the picturesque village of Bonchurch. The planning permission already in place allows for a reverse level, four bedroom, three bathroom detached residence with sun terrace and balcony, integral garaging and gardens, having the benefit of sea and rural views. The previous dwelling has been demolished and capped services are available on site.

#### LOCATION

Situated on the south-east coast of the Isle of Wight, the quiet village of Bonchurch is one of the oldest settlements on the Island. A quintessential English village with quaint cottages and a small selection of village shops, Bonchurch nestles below the stunning St. Boniface Down, the highest point on the Island. There is a shingle and sand beach with a seafront of cafes and small restaurants.

#### PROPOSED ACCOMMODATION

**Ground Floor** Landing, master bedroom with en-suite bathroom and doors to the terrace, bedroom two with en-suite shower room and doors to the terrace, two further bedrooms, bathroom and a utility room.

**First Floor** Entrance hall, kitchen, dining area, lounge with balcony off.

**Outside** Integral garage and workshop/store, additional on drive parking and gardens.

#### PLANNING

A Grant of Conditional Planning Permission was issued by the Isle of Wight Council, under application number P/01147/16, on the 12th December 2016 for 'Proposed detached dwelling with integral garage and parking, shed (revised plans). Interested parties must make and rely upon their own planning enquiries of Isle of Wight Council planning department.

#### NOTE

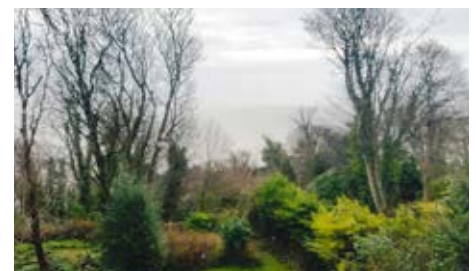
Measurements have been made using the Promap Mapping Facility, interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander



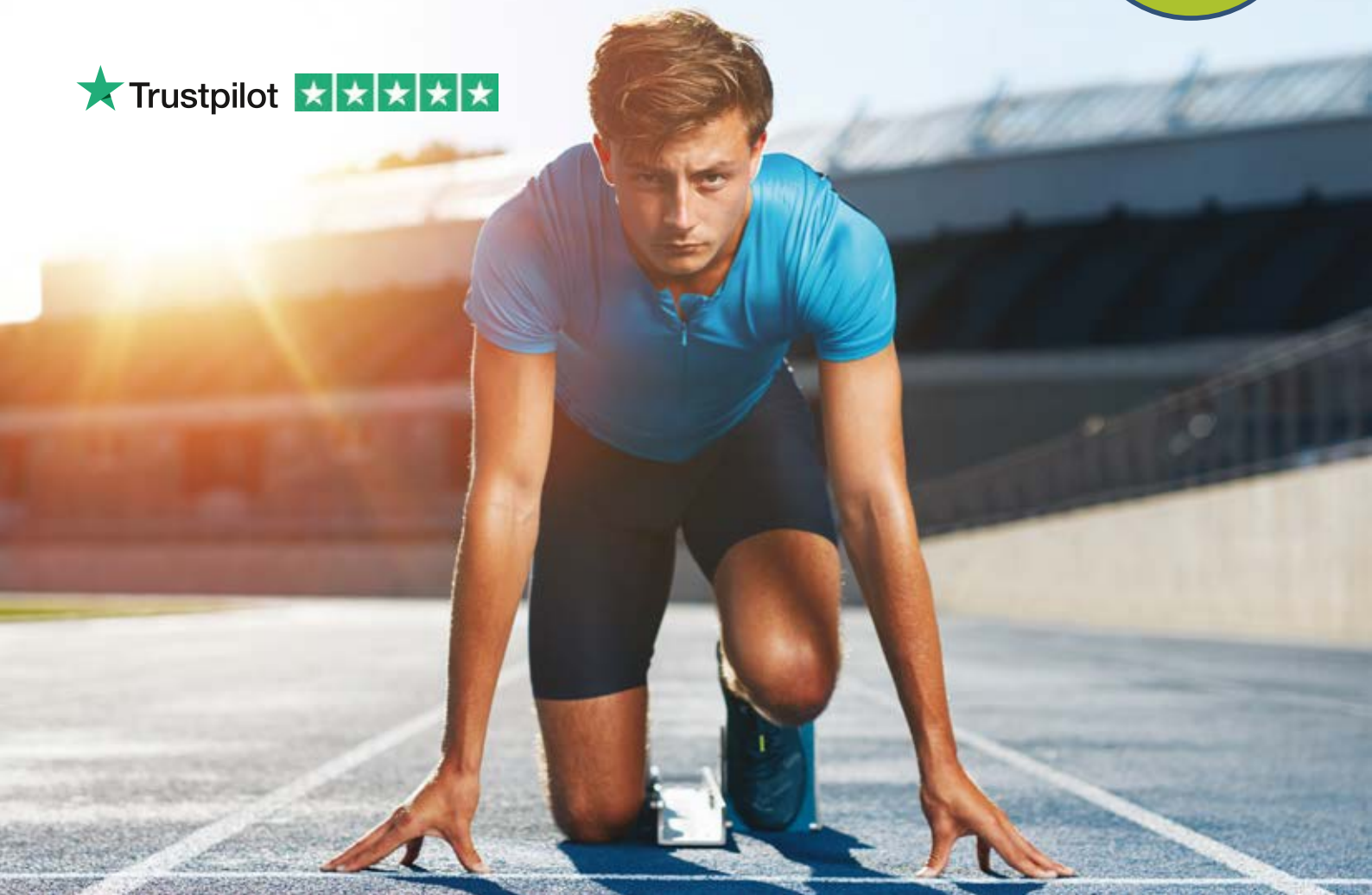
#### VIEWING

At any reasonable time during daylight hours and at the viewers own risk. General information Countrywide Property Auctions 01395 275691/Watson Bull & Porter 01983 616161.

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- House set in large gardens/grounds
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- Agricultural land on an urban fringe
- Old hotel/nursing home/public house
- Extensive outbuildings/garaging/parking
- Land with an existing planning permission
- Old stone/brick barn

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- Promotion Agreement



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**sgray@lsh.co.uk**



**Lambert  
Smith  
Hampton**



# Terms & conditions for telephone/proxy bidders

The following terms and conditions apply to all intended buyers who wish bids to be made by proxy or by telephone

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  

A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. Proof of funds for a 10% deposit must also be provided. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.  

Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit card. Please note we do not accept cash.

Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).

A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 In the case of unsuccessful bidders deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue.
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Countrywide as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Please note we must hold 2 forms of certified ID prior to auction: 1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by The Lexis Nexis company (Lexis House, 30 Farringdon Street, London, EC4A 4HH).
- 17 Proxy or telephone bidding forms should be sent to Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW.

# Proxy bidding form

Date of Auction ..... Lot Number .....

**I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.**

Address of Lot .....

Maximum bid price ..... Words .....

Cheque\* bankers draft\* bank transfer\* debit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf.** (In all cases we will require proof of funds). If the deposit has been transferred by bank transfer please provide the sort code and account number from where the money has been sent:

Sort Code ..... Account Number .....

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to Countrywide, the auctioneers

## Purchaser Details

Full name(s) .....

Company .....

Address .....

Postcode .....

Business telephone ..... Home telephone .....

Solicitors .....

Postcode .....

For the attention of .....

Telephone .....

**I ..... attach deposit for 10% (£3,000 minimum) of my maximum bid .....**

**I have read the Common Auction Conditions, Extra Conditions and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day. I authorise the auctioneer to sign the Memorandum of Sale on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.**

Signed by prospective purchaser .....

Date .....

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

Date of signing .....

## Once you have completed this form please send to: Countrywide Property Auctions, 109 Union Street, Torquay, Devon TQ1 3DW

Please note we must hold 2 forms of certified ID prior to auction: 1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement) Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us a [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

FOR COUNTRYWIDE OFFICE USE ONLY: Identification documentation seen (one from each list)

### List A – Photographic evidence of Identity

Tick	Item	Ref No
	Valid Passport with MRZ (Machine Readable Zone – two alphanumeric lines on photo page as verifiable.)	
	Valid full UK photo driving licence.	
	Valid EU/EEA/Switzerland photo driving licence.	
	Valid EU/EEA/Switzerland national Identity Card.	
	Valid UK Armed Forces ID Card.	
	Valid UK Biometric Residence Permit (When copying include both sides.)	
	Valid Blue Badge scheme (disabled pass with photo)	
	Valid Freedom Pass	
	Valid Local Authority Bus pass	
	Valid full UK Driving licence (Non photo, paper) issued before 1998	
	Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months	

### List B – Evidence of Residence

Tick	Item	Ref No
	Valid full UK photo driving licence.	
	Valid full UK Driving licence (Non photo) issued before 1998	
	Local authority council tax bill (dated within the last 12 months).	
	UK Bank / Building societies statements/bills showing activity, dated within the last 6 mths. Including account number and sort code as verifiable.) (Accept internet printed.)	
	UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	
	Utility bills dated within the last 6 months including – Electricity bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. (Accept internet printed.) (Not mobile phone bills.)	
	Her Majesty's Revenue and Customs (HMRC) Inland Revenue (IR) Coding / assessment / statement (dated within the last 12 months) with National Insurance number – as verifiable.	
	Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	

Signed on behalf of Countrywide ..... Date .....

# Telephone bidding form

Name .....

Address .....

..... Email .....

Telephone number where you can be contacted on the day of the auction .....

A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the bidder may compete in the bidding through the auctioneer's staff. If it is impossible to obtain telephone contact, or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Lot No. of property to be bid on .....

Property known as .....

Maximum bid ..... (Figures) .....

Cheque\* bankers draft\* bank transfer\* debit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf.** (In all cases we will require proof of funds). If the deposit has been transferred by bank transfer please provide the sort code and account number from where the money has been sent:

Sort Code ..... Account Number .....

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to Countrywide, the auctioneers

Should the telephone bidder exceed the bidding price stated on this form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit cheque can be a personal cheque, bankers draft or solicitors client account cheque, no cash must be sent through the post. Your cheque will only be presented for payment should you be the successful bidder.

Solicitor address .....

Tel no ..... Email .....

Person acting .....

I ..... **attach deposit for 10% (£3,000 minimum) of my maximum bid** .....

**I have read the Common Auction Conditions, Extra Conditions and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day. I authorise the auctioneer to sign the Memorandum of Sale on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.**

Signed by prospective purchaser ..... Date .....  
or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

.....

Date of signing .....

**Once you have completed this form please send to:  
Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW.**

Please note we must hold 2 forms of certified ID prior to auction: 1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement) Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us a [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

FOR COUNTRYWIDE OFFICE USE ONLY: Identification documentation seen (one from each list)

List A – Photographic evidence of Identity

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	Valid EU/EEA/Switzerland photo driving licence.	
	Valid EU/EEA/Switzerland national Identity Card.	
	Valid UK Armed Forces ID Card.	
	Valid UK Biometric Residence Permit (When copying include both sides.)	
	Valid Blue Badge scheme (disabled pass with photo)	
	Valid Freedom Pass	
	Valid Local Authority Bus pass	
	Valid full UK Driving licence (Non photo, paper) issued before 1998	
	Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months	

List B – Evidence of Residence

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	Valid full UK Driving licence (Non photo) issued before 1998	
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	UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	
	Utility bills dated within the last 6 months including – Electricity bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. (Accept internet printed.) (Not mobile phone bills.)	
	Her Majesty's Revenue and Customs (HMRC) Inland Revenue (IR) Coding / assessment / statement (dated within the last 12 months) with National Insurance number – as verifiable.	
	Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	

Signed on behalf of Countrywide ..... Date .....

# Common Auction Conditions

Common Auction Conditions (4th Edition 2018 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

The GENERAL CONDITIONS (including any extra GENERAL CONDITIONS) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM.

## GLOSSARY

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

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

Wherever it makes sense:

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

## ACTUAL COMPLETION DATE

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

## ADDENDUM

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

## Agreed COMPLETION Date

Subject to CONDITION G9.3:

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

## APPROVED FINANCIAL INSTITUTION

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

## ARREARS

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

## ARREARS Schedule

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

## AUCTION

The AUCTION advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

## AUCTIONEERS

The AUCTIONEERS at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## CATALOGUE

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

## COMPLETION

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

## CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## CONTRACT

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

## CONTRACT DATE

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

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

## DOCUMENTS

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

## EXTRA GENERAL CONDITIONS

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

## Financial Charge

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

## General Conditions

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

## INTEREST RATE

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

## LOT

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

## Old ARREARS

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

## PARTICULARS

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

## PRACTITIONER

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

## PRICE

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

## Ready To Complete

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (and US and OUR)

The AUCTIONEERS.

## YOU (and YOUR)

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

## Auction Conduct Conditions

Words in CAPITALS have special meanings, which are defined in the Glossary.

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

### A1 Introduction

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

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

### A2 OUR role

A2.1 As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER; (b) offer each LOT for sale; (c) sell each LOT; (d) receive and hold deposits; (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

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

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

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

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

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

### A3 Bidding and reserve PRICES

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

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

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

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

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

### A4 The PARTICULARS and other information

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

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

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

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

### A5 The CONTRACT

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

A5.2 YOU are obliged to buy the LOT on the terms of the SALE

- MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION  
(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);  
(b) sign the completed SALE MEMORANDUM; and  
(c) pay the deposit.
- A5.4 If YOU do not WE may either  
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or  
(b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit  
(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);  
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;  
(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and  
(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then  
(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and  
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.
- A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £3,000.00 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.
- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:  
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and  
(b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of  
(a) the DOCUMENTS, whether or not the BUYER has read them; and  
(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.
- G2 Deposit**
- G2.1 The amount of the deposit is the greater of:  
(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and  
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).  
If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.
- G2.2 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- G3 Between CONTRACT and COMPLETION**
- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless  
(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or  
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER  
(a) must produce to the BUYER on request all relevant insurance details;  
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;  
(c) gives no warranty as to the adequacy of the insurance;  
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;  
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and  
(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
- G4 Title and identity**
- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:  
(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.  
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.  
(c) If title is in the course of registration, title is to consist of:  
(i) certified copies of the application for registration
- of title made to the Land Registry and of the DOCUMENTS accompanying that application;  
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and  
(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.  
(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):  
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and  
(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- G5 TRANSFER**
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS  
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and  
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER  
(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;  
(b) the form of new lease is that described by the SPECIAL CONDITIONS; and  
(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- G6 COMPLETION**
- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and  
(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

## General Conditions of Sale

Words in CAPITALS have special meanings, which are defined in the Glossary.

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

### G1 The LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:  
(a) matters registered or capable of registration as local land charges;  
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;  
(c) notices, orders, demands, proposals and requirements of any competent authority;  
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;  
(e) rights, easements, quasi-easements, and wayleaves;  
(f) outgoing and other liabilities;  
(g) any interest which overrides, under the Land Registration Act 2002;  
(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and  
(i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

**G7 Notice to complete**

- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be READY TO COMPLETE.
- G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the LOT; and
  - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

**G8 If the CONTRACT is brought to an end**

- If the CONTRACT is lawfully brought to an end:
- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
  - (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

**G9 Landlord's licence**

- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
  - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

**G10 Interest and apportionments**

- G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- (a) the BUYER is liable to pay interest; and
  - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

**G11. ARREARS**

- Part 1 – Current rent
- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – BUYER to pay for ARREARS
- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
- G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.
- Part 3 – BUYER not to pay for ARREARS
- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
  - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
  - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
  - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
  - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
  - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

**G12 Management**

- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
  - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
  - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

**G13 Rent deposits**

- G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
- (a) observe and perform the SELLER'S covenants and

conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

**G14 VAT**

- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

**G15 TRANSFER as a going concern**

- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
  - (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
  - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- (a) of the BUYER'S VAT registration;
  - (b) that the BUYER has made a VAT OPTION; and
  - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
  - (b) collect the rents payable under the TENANCIES and charge VAT on them.
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
  - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

**G16 Capital allowances**

- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

**G17 Maintenance agreements**

- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

**G18 Landlord and Tenant Act 1987**

- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

**G19 Sale by PRACTITIONER**

- G19.1 This CONDITION G19 applies where the sale is by a

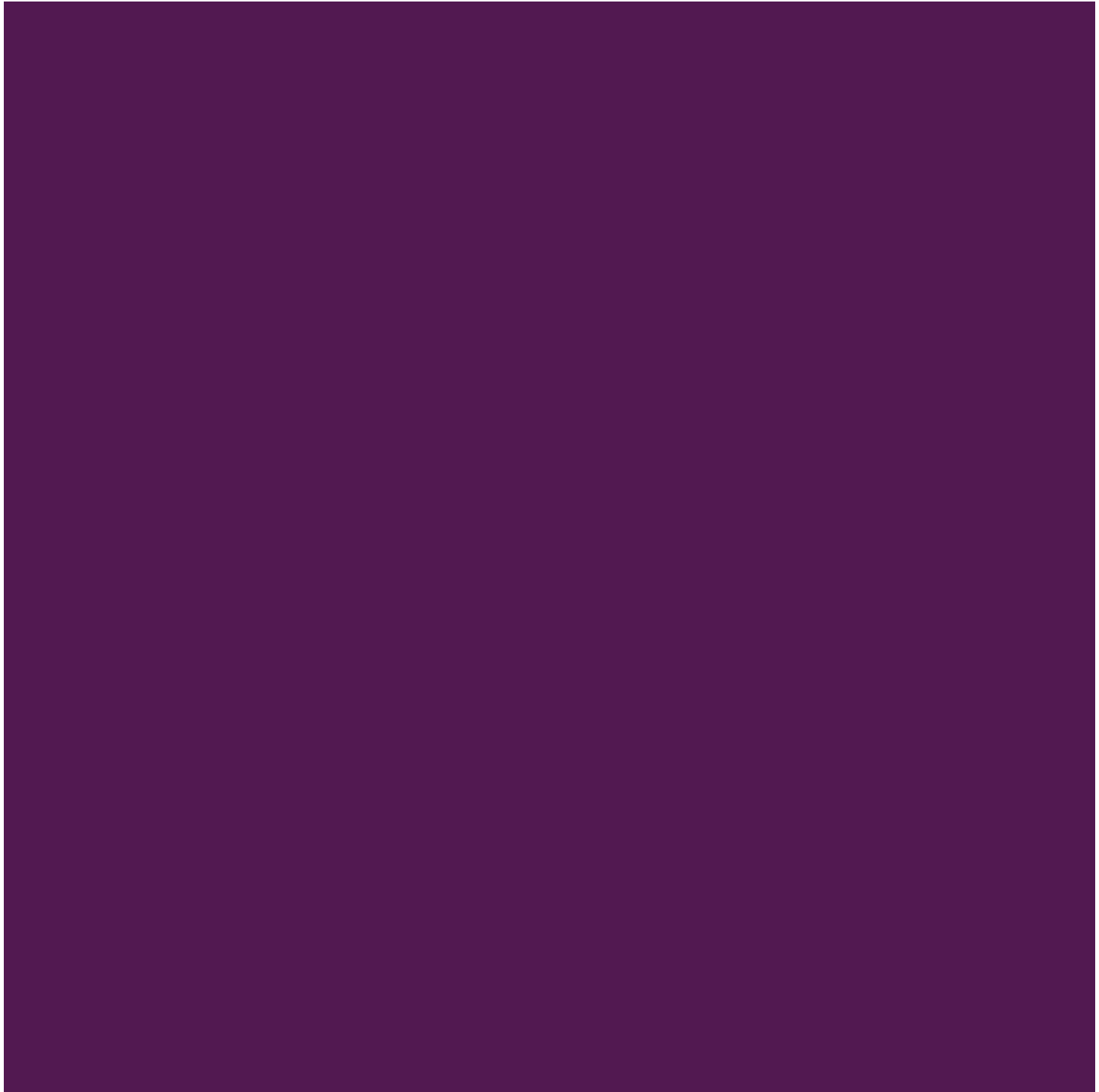
- PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold  
(a) in its condition at COMPLETION;  
(b) for such title as the SELLER may have; and  
(c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
- G19.5 Where relevant:  
(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and  
(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- G20 TUPE**
- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:  
(a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.  
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.  
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.  
(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.
- G21 Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22 Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:  
(a) service charge expenditure attributable to each TENANCY;  
(b) payments on account of service charge received from each tenant;  
(c) any amounts due from a tenant that have not been received;  
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:  
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or  
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:  
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and  
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23 Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:  
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and  
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 TENANCY renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:  
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;  
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and  
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:  
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and  
(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:  
(a) hold the warranty on trust for the BUYER; and  
(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26 No assignment**
- The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27 Registration at the Land Registry**
- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:  
(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;  
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and  
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:  
(a) apply for registration of the TRANSFER;  
(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and  
(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.
- G28 Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:  
(a) delivered by hand; or  
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or  
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:  
(a) when delivered, if delivered by hand; or  
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29 CONTRACTS (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- The Deposit**
  - General Conditions A5.5a shall be deemed to be deleted and replaced by the following:  
A5.5a. The Deposit:  
a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)  
b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER
- Buyer's Administration Charge**
  - Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.
- Extra Auction Conduct Conditions**
  - Despite any special CONDITION to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special CONDITION may, however, require a higher minimum deposit.
- Searches**

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



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