

Property Auction

Commercial and residential property for sale

Working in partnership with



Thursday 5th September 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 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. 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.

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

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.)	
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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

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

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 5th September

1	13 Goverseth Terrace, Foxhole, St. Austell, Cornwall PL26 7XA	£70,000+
2	38 St. Peter Street, Tiverton, Devon EX16 6NR	£150,000+
3	Flat 4, 23 Thurlow Road, Torquay TQ1 3DZ	£65,000+
4	The Coryton Arms, St. Mellion, Saltash, Cornwall PL12 6RJ	£175,000+
5	Bayview Cottage, Richmond Place, Dawlish, Devon EX7 9PL	£185,000+
6	The Reach, 2 The Coach House, Hallsands, Kingsbridge, Devon TQ7 2EX	£140,000+
7	Barn, Liverton, Newton Abbot, Devon TQ12 6JF	£30,000–£40,000
8	10 Highbury Road, Torquay TQ1 1TE	£70,000+
9	Ramblers, Bonchurch Shute, Ventnor, Isle of Wight PO38 1NX	£135,000+
10	1a Commins Road, Exeter EX1 2QB	£50,000–£75,000
11	Hans Napp, Broadhempston, Totnes, Devon TQ9 6BD	£190,000+
12	24 & 24b St. Davids Hill, Exeter EX4 4DT	£150,000+
13	9 Well Street, Exeter EX4 6QR	£75,000+
14	12–18 Brookingfield Close, Plymouth PL7 1RA	£120,000+
15	Land adj to Bos Heulek, Trembrase, Sennen, Penzance, Cornwall TR19 7BN	£120,000+
16	Lorentree Cottage, Broadclyst, Exeter, Devon EX5 3HH	£150,000–£175,000
17	Flat E, 458 Babbacombe Road, Torquay TQ1 1HW	£70,000+
18	Front Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF	£35,000–£40,000
19	Elvin, Barkers Hill, St. Stephens, Saltash, Cornwall PL12 4AP	£220,000+
20	4a Eureka Terrace, Honiton, Devon EX14 1DY	£90,000+
21	The Lodge, Newton St. Cyres, Exeter, Devon EX5 5BL	£275,000+
22	Marwill, West Looe Hill, Looe, Cornwall PL13 2HQ	£180,000+
23	Barns at Roskymer Barton, Rosevear Hill, Helston, Cornwall TR12 6BA	£220,000+
24	Flat 18, 20 Regent Street, Plymouth PL4 8AS	£80,000+
25	204a Cheltenham Road, Bristol BS6 5QZ	£100,000+
26	18 South Lawn Terrace, Exeter EX1 2SW	£295,000+
27	484 Wolseley Road, Plymouth PL5 1BJ	£75,000+
28	Caradon View, Antony, Torpoint, Cornwall PL11 3AB	£210,000+
29	32 Hambledon Road, Bournemouth BH7 6PQ	£125,000–£150,000

LOT
1

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

*GUIDE PRICE £70,000+



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

DESCRIPTION

A three bedroom 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, 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

Energy Efficiency Rating – 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.



LOT
2

38 St. Peter Street, Tiverton, Devon EX16 6NR

*GUIDE PRICE £150,000+

A four storey Grade II listed property requiring modernisation, with large garden to the rear leading down to the River Exe.

DESCRIPTION

A substantial Grade II Listed town house with river frontage. The accommodation is arranged over 4 storeys and currently arranged as four separate units of accommodation, which would now benefit from a programme of modernisation. The property is conveniently situated for the town centre, with private car parking by permit available nearby and has the benefit of a well kept, large terraced garden leading down to the River Exe. Whilst the property is likely to be of interest to the career residential lettings fraternity as a post works investment opportunity, it will also appeal as a post works break-up and resale venture, or the potential to restore the property back to its former glory as a sizeable family home, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Mid Devon District Council. Note: We understand that the property is to be sold with vacant possession. Please refer to the legal pack and the addendum for clarification prior to bidding.

LOCATION

St. Peter Street is conveniently located for the facilities and amenities of the market town of Tiverton, with excellent public transport links and educational facilities catering for all ages, retail and business parks. Local attractions include the Great Western Canal, Tiverton Castle & Museum, Knights Hayes Court and the Exe Valley Way, being readily commutable to Exeter and Taunton via the M5 and Tiverton Parkway.

ACCOMMODATION

Garden Floor Flat Enjoying its own private access from the rear of the property, entrance hall with cloakroom off, sitting room, kitchen, bedroom with en-suite bathroom.

Ground Floor Communal entrance hall giving access to the upper floors, kitchen, cloakroom, shower room and bed/sitting room with veranda off enjoying river views. Please note that this floor is not self contained accommodation.

First Floor Half landing with cloakroom.

First Floor Entrance hall, kitchen, bathroom, bed/sitting room with river views.

Second Floor Landing, entrance hall, sitting room with river views, bedroom with en-suite wc and wash hand basin, kitchen with shower cubicle off.

Outside Railed frontage with covered passageway giving access to the rear large and terraced garden and access to the river Exe.



EPC

Energy Efficiency Rating – Exempt as Grade II Listed

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

Block viewings – strictly by prior appointment only with Countrywide Property Auctions 01395 275691. Further information available from Seddons Estate Agents, Tiverton.





A one bedroom apartment in a converted villa, set in the coastal town of Torquay in South Devon.

DESCRIPTION

A vacant one bedroom first floor flat situated a short walk to Torquay town centre, previously tenanted for £450pcm/£5,400pae. The apartment benefits from its own entrance, double bedroom, lounge, kitchen and bathroom. The accommodation also includes allocated parking, visitors parking and use of communal gardens.

LOCATION

Torquay forms part of the Borough of Torbay, incorporating the towns of Paignton and Brixham, along the South Devon coast. Local amenities include sandy beaches, busy town centre, bowling alley and busy Harbourside with several bars and restaurants. Neighbouring market towns accessible by rail include Newton Abbot, Totnes and the cities of Exeter and Plymouth.

ACCOMMODATION

Apartment Lounge with views over the surrounding area, kitchen, bedroom and bathroom.
Outside Use of the communal areas and an allocated parking space.

NOTE

At the time of instruction the tenants are due to vacate the property on the 26th August 2019 to allow a sale with vacant possession. Please refer the legal pack and/or addendum for further updates. The rental income at the time was set at £450pcm/£5,400pae although the property may command more for a new tenant.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

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



LOT
4

The Coryton Arms, St. Mellion, Saltash, Cornwall PL12 6RJ

*GUIDE PRICE £175,000+



A detached freehouse pub with attached four bedroom owner's accommodation, backing onto the Tamar Valley, in St Mellion.

DESCRIPTION

The public house offers a main bar area with pool table, dining room to fit up to 36 covers (not used at the time of instruction), commercial kitchen, beer garden and ample parking. The owners accommodation comprises of four bedrooms, lounge, kitchen, bathroom and WC. The premises is currently owner run and has in the past also opened for functions with a pre-arranged booking made. Current trading hours are 12pm to 3pm and 5:30pm to 11pm Mondays, 5:30pm to 10:30pm Tuesday, Wednesday and Thursday, Friday the pub opens 4pm to 11pm and on a Saturday 3pm to 11pm. For information on fixtures and fittings, please refer to the legal pack.

LOCATION

Set on the A388 in the main village route, local amenities include a popular golf club, access to the towns of Saltash and Callington and further afield onto Plymouth city centre via the Tamar Bridge.

ACCOMMODATION

Coryton Arms Freehouse Main bar and dining room, commercial kitchen, ladies and gents toilet facilities, beer garden and parking to the rear.

Owners Living Accommodation Lobby leading to: Lounge, kitchen, four bedrooms, a bathroom and a WC.

Outside To the rear of the property is a generous parking area and beer garden with views over the Tamar Valley.

NOTE

The public house will cease trading upon completion, the current premises licence runs until the end of October. Anyone wishing to re-open to trade will need to make and rely on their own findings to re-open. Cornwall Council general enquiries: 0300 1234 100.

EPC

Coryton Arms Free House: Non Domestic Energy Efficiency Rating – C.
Owner's Living Accommodation: Energy Efficiency Rating – TBC.

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

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





A four bedroom semi detached cottage, located in the picturesque town of Dawlish.

DESCRIPTION

A semi detached cottage which has previously been used for holiday letting and tenants on assured shorthold agreements. The property is located a short distance to the town centre and not too far from the seafront. Downstairs the property has a lounge, kitchen/diner and an additional reception room which could be used as a study or guest bedroom. To the first floor are three bedrooms over split level landings, including two wet room facilities. To the second floor is a fourth bedroom which leads to a terrace with sea views.

LOCATION

The seaside town of Dawlish is renowned for sandy beaches and the famed Black Swans that live in the lawned gardens and waterways. The Strand has been redesigned and landscaped to create a bustling market town atmosphere. The town also offers a wide range of facilities including local shops, supermarket, train links to London, well regarded schools and a health centre.

ACCOMMODATION

Ground Floor Entrance hallway leading to the kitchen, lounge (with study or guest bedroom leading off), wet room and stairs to the first floor landing.

First Floor Landing leading to two bedrooms (one with en-suite facilities), inner hallway leading to a further bedroom and wet room, with stairs to the second floor.

Second Floor Bedroom leading to a roof terrace. The roof terrace is located leading from the second floor giving views of the area.

NOTE

Parking is potentially available to rent on a separate agreement, located in close proximity to the property.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by pre-arranged appointment only with Fulfords Dawlish 01626 863140. General enquiries Countrywide Property Auctions 01395 275 691.





A semi detached cottage, used for holiday purposes, set above Stokenham Beach in Hallsands, Kingsbridge.

DESCRIPTION

Believed to have been a stable-block for the Victorian hotel which once occupied the site, the property features a fitted kitchen, bedroom and shower room. To the front is a private garden area with glorious views over the beach and an allocated parking space below. The property has enjoyed continued bookings for holiday use throughout all seasons, a schedule of bookings should be made available in the legal pack. Off peak the income is approximately £439pw and in the peak seasons commanding up to £818pw.

LOCATION

Hallsands is located on the South Devon coastline, between Beesands and Start Point, in the famed South Hams district. Towns within fifteen miles include Dartmouth and Salcombe, known and loved for their picturesque walks and peaceful surroundings within the countryside.

ACCOMMODATION

Ground Floor Open plan lounge with kitchen, with views over the beach. Stairs to the first floor.

First Floor Landing with doors to the shower room and double bedroom,

featuring stunning views over the beach and surrounding countryside.

Outside Steps lead up from the parking area to the front of the cottage, which benefits from a patio garden space.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by pre-arranged appointment only with Fulfords Dartmouth. For the dates and times available, please contact the Fulfords team on 01803 832223. General enquiries Countrywide Property Auctions 01395 275691. The viewing times are the only times available and must be confirmed in advance, being available only in the changeover times between guests leaving and arriving. We advise interested parties not to directly approach the cottage outside of viewing times to allow guests to enjoy their booked break at The Reach, the privacy of guests outside these times must be respected.





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 two bedroom terraced maisonette, now requiring some updating, centrally located in the coastal town of Torquay.

DESCRIPTION

A two bedroom maisonette which now requires some modernisation. The property features an off road parking space to the rear, lounge, kitchen, two bedrooms and a bathroom. The property is set over the ground and first floors. Suitable for someone looking to improve the accommodation and re-sell, or as a buy to let investment.

LOCATION

Torquay is located on the South Devon coast, alongside the Torbay towns of Paignton and Brixham. Local amenities include several primary and secondary schools, a busy Harbourside filled with bars and restaurants, aquatic zoological gardens, a bowling alley and cinema. The main town centre is approximately a five minute drive from the property and is also serviced by local buses.

ACCOMMODATION

Ground Floor Entrance hallway leading to the lounge and kitchen. Stairs to the first floor.

First Floor Landing leading to two bedrooms and a bathroom.

Outside To the rear of the property, via Garden Road, is an off road parking space and external stairs leading to the rear kitchen door.

EPC

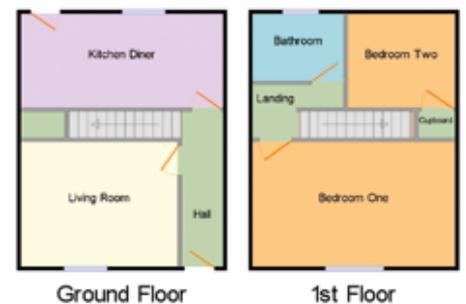
Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Torquay 01803 291429. General enquiries 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 ARRANGEMENTS

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.

LOT
10

1a Commins Road, Exeter EX1 2QB

*GUIDE PRICE £50,000-£75,000



An interesting opportunity to acquire a single storey currently retail and office premises in proximity of the city centre.

DESCRIPTION

An interesting opportunity to acquire a single storey property currently operating as a shop and design studio, located in a predominantly residential area, whilst being conveniently situated for the city centre. The property would lend itself to a variety of uses, with perhaps the potential for conversion into residential use, upon which interested parties must make and rely upon their own enquiries of Exeter City Council.

LOCATION

Commins Road is a well established residential area in the Polsloe area of Exeter city centre, being conveniently situated for the University, Royal Devon & Exeter hospital and readily commutable to the M5, Exeter airport, mainline railway stations and in turn the A30/A38 road network, with excellent public transport links into the Cathedral City of Exeter.

ACCOMMODATION

Ground Floor Main retail area with additional office space and a storage room.

NOTE

Current VOA rating of £4,750.

EPC

Energy Efficiency Rating – Exempt.

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

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





A three bedroom characterful cottage with an enclosed garden and the addition of a useful garage, set in the village of Broadhempston in the South Hams.

DESCRIPTION

This charming cottage is set in a peaceful location, with accommodation including a lounge, kitchen breakfast room, dining room, cloakroom and third bedroom to the ground floor. To the first floor are two bedrooms (one with a dressing room leading from it), family bathroom and a separate cloakroom. Externally the property benefits from a generous garden and a garage located a short distance from the property. For the avoidance of doubt this property is not listed.

LOCATION

Located approximately three miles from the South Hams town of Totnes, Broadhempston features its own primary school, general village store and public houses. Other towns within reasonable driving distance include Newton Abbot and Ashburton. The borders of Dartmoor National Park are approximately 5.4 miles.

ACCOMMODATION

Ground Floor Entrance lobby leading to the inner hallway, lounge, kitchen/breakfast room with storage cupboard, dining room, cloakroom and bedroom three.

First Floor Two bedrooms, family bathroom and separate cloakroom.

Outside The garden is mainly laid to lawn with a raised planting bed and views of the surrounding countryside. Located a short distance from the property is a garage.

EPC

Energy Efficiency Rating – F

NOTE

Using Smart Map technology, the co-ordinates for the property are 50.484282, – 3.682549. The Smart Map co-ordinates for the garage are 50.485407, – 3.681501.

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

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





A dual aspect freehold commercial property comprising ground and basement floor laundrette and upper floor hairdressing salon.

DESCRIPTION

An opportunity to acquire a dual faceted commercial premises occupying a prominent corner position on St Davids Hill and currently comprising of a ground and basement floors self service laundrette, with the upper floor currently leased as a hairdressing salon and generating £301pcm/£3,612pae. The property would lend itself to a variety of uses subject to any requisite consents upon which interested parties must make and rely upon their own enquiries of Exeter City Council.

LOCATION

St Davids Hill is located in proximity of Exeter city centre, mainline railway stations at Exeter St Davids and Exeter Central and in turn the Guildhall shopping centre. There are excellent commuter links to the A30, A38 and M5. The vibrant cathedral city of Exeter offers excellent shopping, leisure and recreational facilities catering for all age groups.

ACCOMMODATION

Ground Floor Main laundrette area with 5 washing machines and 5 tumble driers being fitted self service appliances and a payment facility, currently generating circa £300 per week.

Basement Currently housing boilers and floor safe, with WC facility and storage.

First Floor Independently accessed self-contained premises operating as a hairdressing salon, currently let at £301 pcm/£3612 pae.

NOTE

Please refer to the legal pack regarding the existing tenancy agreement.

EPC

24 – Energy Efficiency Rating – TBC
24b – Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

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



A ground floor commercial lock-up launderette premises having the benefit of a long lease/virtual freehold.

DESCRIPTION

A ground floor lock up commercial premises, having the benefit of a virtual freehold with 998 years lease remaining, currently operating as a self service launderette with 5 washing machines, 5 tumble driers and paypoint, with rear boiler room off and generating circa £200 per week. The property is situated in a popular student lettings area and would lend itself to a variety of uses, subject to any requisite consents, upon which interested parties must make and rely upon their own enquiries of Exeter City Council.

LOCATION

Well Street is situated in the heart of Exeter city centre and in a thriving student/residential lettings area.

ACCOMMODATION

Ground Floor Self service fully fitted launderette with boiler room off.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

At any reasonable time during daylight hours or by appointment with Fulfords Exeter City Centre 01392 252666. General enquiries Countrywide Property Auctions 01395 275691.

LOT
14

12–18 Brookingfield Close, Plymouth PL7 1RA

*GUIDE PRICE £120,000+



A former workshop and showroom set in Plympton, with lapsed planning consent for three 3 bedroom houses.

DESCRIPTION

A useful former workshop with showroom, staff facilities including toilets and a kitchenette, ample parking and storage space. The property is offered with vacant possession and benefits from previously having planning to demolish and create three 3 bedroom houses under the reference 13/02019/FUL with Plymouth City Planning.

LOCATION

Plympton offers a wide range of local amenities from schooling for all ages to supermarkets, shops, cafe's, pubs and restaurants. Its location means that the centre of Plymouth is accessible by car or bus within just a few minutes. The A38 south Devon trunk road is very close by and gives excellent access to the cathedral city of Exeter and the M5, along with other Devon towns.

ACCOMMODATION

Ground Floor Entrance reception leading to a rear office space, walkway through to a show room with mezzanine and stairs to the attic storage. A workshop space with second mezzanine storage area, male and female toilet cubicles and a kitchenette and a further reception style office room.

Attic Space Stairs from the inner hallway up to attic storage space with some limited head height on approach.

Outside Gated entrance with walled surround and parking for several vehicles. A lean to conservatory is located to the left of the building.

NOTE

An application for planning under the reference 13/02019/FUL previously submitted for "Demolition of commercial buildings, removal of wall along front elevation and erection of 3 3-bedroom dwellings with associated parking (resubmission of 12/02125/FUL)" and granted with conditions on the 10th December 2013. Any prospective purchasers should make and rely on their own findings with regards to how to apply for re-instatement or adjustment of the previous application, by contacting Plymouth Council on 01752 668000.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller



VIEWING ARRANGEMENTS

Strictly by appointment only with Fulfords Plymstock 01752 403068. General enquiries Countrywide Property Auctions 01395 275691.



A parcel of land with granted planning permission for a detached three bedroom dwelling to include vehicular access, set in the village of Sennen in Penzance.

DESCRIPTION

A residential building plot with detailed planning permission for a three bedroom detached house, which includes an open plan family room with kitchen, utility room, ground floor bathroom and two bedrooms to the ground floor. To the first floor is a master bedroom with en-suite, walk in dressing room and a generously sized lounge with terrace. Further information can be found on the Cornwall Council planning site under the reference number PA19/01780.

LOCATION

Sennen is set approximately eight miles from the main town of Penzance, on the East coast of Cornwall. Nearby towns include St Just and St Ives within driving distance. The area provides many opportunities to enjoy dramatic scenery, plentiful views and rugged coastline, as well as being located approximately 2.8 miles from Lands End airport, offering links to the Isles of Scilly.

PROPOSED ACCOMMODATION

Ground Floor Entrance hallway leading to the family room with kitchen and bi-fold doors leading to the outside, two bedrooms, bathroom and utility room.

First Floor Master bedroom with walk in dressing room, en-suite and the lounge, which gives access to the terrace.

PLANNING INFORMATION

A Grant of Conditional Planning Permission was approved on the 26th of July 2019, for 'the erection of a dwelling, including formation of new access' under the reference PA19/01780. 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

NOTE

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.

AUCTION VALUER

Lucy Fuller



VIEWING ARRANGEMENTS

Directions to the plot and information on access via Miller Countrywide Penzance 01736 364260. General enquiries Countrywide Property Auctions 01395 275691.

LOT
16

Lorentree Cottage, Broadclyst, Exeter, Devon EX5 3HH

*GUIDE PRICE £150,000–£175,000



A charming three bedroom end of terrace cottage requiring modernisation situated in the ever popular village of Broadclyst.

DESCRIPTION

A charming three bedroom character cottage requiring modernisation, situated in the heart of the ever popular village of Broadclyst. The property has a garden/parking area to the front elevation and retains many character features including an inglenook fireplace and exposed beams, offering the clear potential to create an enviable family home in this sought after location.

LOCATION

Broadclyst is a large village about 5 miles from Exeter centre. Among the local amenities are a primary school, secondary school and community college, post office with village store, doctors surgery, two public houses and restaurant. There is easy access onto major link roads and in turn the M5, mainline railway stations and Exeter Airport.

ACCOMMODATION

Ground Floor Storm porch, sitting room, kitchen/dining room, rear hallway and bathroom.

First Floor Landing and three bedrooms.

Outside Low maintenance gravelled area to the front elevation providing off road parking and garden area.



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.





A one bedroom ground floor apartment with tenant in situ, located in the Wellswood ward of Torquay.

DESCRIPTION

A one bedroom apartment located on the ground floor to the rear of the main building. The property is to be sold with a tenant in situ who has been residing for approximately five years at the time of instruction. The rental income is currently set as £475pcm/£5,700pae. Use of the attractive communal garden and walkway at the side of the building are for use with the property. A previously granted application under the reference P/2015/0291 was set to extend the apartment into the store area at the side.

LOCATION

Wellswood is set in Torquay, within easy distance of Babbacombe and the harbour. Local amenities include the famed Kents Caverns, a bowling alley and sandy beaches. The property is located within walking distance of the shops of Wellswood and the local pub The Kents. Torquay forms part of Torbay, which includes the towns of Paignton and Brixham.

ACCOMMODATION

Entrance Communal walkway leading to the front door for the apartment.

Apartment Lounge leading to a separate kitchen and inner hallway. From the hallway is a utility room, shower room and bedroom.

Communal Grounds To the rear is a well kept communal garden with patio and drying area, planted with colourful flowers and shrubs. A walkway set of steps leads to the side of the property and back to the front. A ground level patio area is also set along the side of this particular apartment which leads up to the main garden.

External Stores Two connected storage rooms with a cupboard, accessed externally only.

EPC

Energy Efficiency Rating – D

NOTE

Potential purchasers are to make and rely on their own enquiries with regards to the planning application under the reference P/2015/0291 by contacting Torbay Council Planning on 01803 201201. The application was granted for "proposed conversion of existing store into additional habitable space serving flat E; alteration of door to windows." Issued on the 1st of June 2015. For documents relating to this please refer to the legal pack. We understand the current seller



is increasing the monthly rental income to take affect from the 19th of August 2019, to £500pcm/£6,000pae. For further information, please refer to the legal pack.

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

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

LOT
18

Front Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF

*GUIDE PRICE £35,000-£40,000



A one bedroom ground floor apartment, set in close proximity to Paignton town centre.

DESCRIPTION

Located a short distance from the main town centre, this ground floor apartment would suit landlords looking for investment purposes, with an estimated rental income on an AST basis being between £350-£450pcm. The property features a bay fronted lounge with kitchen area, generous double bedroom and a shower room.

LOCATION

Paignton is set in the heart of The English Riviera, between the Torbay towns of Brixham and Torquay. Local amenities and attractions include a busy cinema, pier with amusements and Zoological Gardens. Neighbouring towns with easy access by road or rail also include Newton Abbot, famed for its racecourse and market history.

ACCOMMODATION

Communal Entrance Ground floor entrance to the communal hallway. Door to:

Apartment Inner hallway leading to a lounge with kitchen and ample space for a dining table, double bedroom and a shower room.

EPC

Energy Efficiency Rating – TBC



AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by appointment only with Fulfords Paignton 01803 527523. General enquiries Countrywide Property Auctions 01395 275691.





A three bedroom, two reception room, detached bungalow set on a generous plot in the popular town of Saltash, Cornwall.

DESCRIPTION

A detached bungalow benefitting from ample off road parking, conservatory, three good sized bedrooms and generous gardens to the front and rear of the property. The bungalow would benefit from some modernisation to bring it up to modern standards, although it does feature uPVC double glazing, giving the property an open outlook of the surrounding area.

LOCATION

Saltash is set on the Cornish border, approximately seven miles from Plymouth by way of the Tamar Bridge. The area is popular with commuters travelling into the Devon city. Locally the town offers a popular golf club, local shops and amenities, as well as being located approximately 2.5 miles from the outskirts of the Tamar Valley.

ACCOMMODATION

Ground Floor Entrance porch leading to the inner hallway, lounge, kitchen/diner, conservatory, bathroom and three bedrooms. **Outside** To the front is a driveway to allow off road parking for up to five vehicles. The front garden is mainly laid to lawn and bordered with mature shrubs and hedgerows. A patio is located at the side of the conservatory which

in turn leads round to the rear garden where there is a detached workshop and a summer house alongside the rear lawn.

EPC

Energy Efficiency Rating – TBC

NOTE

The plot size is approximately 0.17 acres. 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.

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Plymouth 01752 668242. General enquiries Countrywide Property Auctions 01395 275691.



LOT
20

4a Eureka Terrace, Honiton, Devon EX14 1DY

*GUIDE PRICE £90,000+



A vacant two bedroom ground floor apartment with parking, private courtyard and additional garden area to the rear.

DESCRIPTION

A vacant two bedroom ground floor apartment presented in excellent order throughout and ready for either owner occupation, or as a residential lettings venture, having the benefit of the remainder of a 999 year lease from 1975 and £10 per annum ground rent. The property has on drive parking to the front of the building, a private enclosed rear courtyard and an additional area of garden to the rear of the property, with the option to park a small car in the rear garden on hardstanding.



LOCATION

Eureka Terrace is situated within close proximity of the thriving town centre of Honiton, offering a wide selection of boutique and high street shops, excellent leisure and educational facilities and having the benefit of mainline railway station and being readily commutable to the A303/A30 and M5.

ACCOMMODATION

Ground Floor Entrance hall, living room with door to the courtyard garden, kitchen, two bedrooms and shower room.

Outside Private enclosed courtyard style garden area, along with an additional area of garden to the rear of the property.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

Strictly by prior appointment with Fulfords Honiton 01404 44744. General enquiries Countrywide Property Auctions 01395 275691.

NOTE

Please be advised that the property is of timber frame construction and may not be suitable for mortgage purposes. Interested parties must make and rely upon their own



enquiries of their mortgage consultant/ financial advisor.



A three bedroom detached bungalow enjoying a secluded location within the grounds of Newton House.

DESCRIPTION

A three bedroom detached former lodge house situated in the highly sought after village of Newton St Cyres, which would now benefit from further updating and repair work. The property offers good sized living accommodation and enjoys a high degree of privacy, with its own private gardens and on drive parking for several vehicles, situated within the grounds of the prestigious Newton House.

LOCATION

The village has a well-known public house/ restaurant, a popular Italian restaurant, an excellent newly built primary school, a beautiful church and is readily commutable to Exeter city centre, mainline railway stations and in turn the M5, A30 and A38 road networks, along with Exeter airport.

ACCOMMODATION

Ground Floor Entrance porch, hallway, dining hall, dual aspect sitting room, kitchen, utility room, rear lobby, three double bedrooms and family bathroom.

Outside Elevated lawned gardens with views over the surrounding countryside, summer house and purpose built storage facility,

inner courtyard area and on drive parking for several vehicles.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

Strictly by prior appointment with Fulfords St Thomas 01392 411255. General enquiries Countrywide Property Auctions 01395 275691.

DIRECTIONAL NOTE

From Exeter proceed through the village of Newton St Cyres heading towards Cridton, taking the turning on your right towards the train station (Station Road), then immediately on your left you will find the private driveway for Newton House. Proceed past the main house to the end of the driveway and you will find the private entrance to The Lodge





A two bedroom detached bungalow, located in the popular town of Looe, now requiring some modernisation.

DESCRIPTION

A detached bungalow providing well proportioned living accommodation with scope to improve the current layout. The property benefits from two reception rooms, fitted kitchen, utility room, two double bedrooms and shower room. The loft which is currently accessed via a ladder provides scope for further accommodation (subject to the necessary consents being granted). Externally, the elevated position allows views of east and west Looe which can be enjoyed from the rear garden. The property features a garage and opportunity to also park to the side of it.

LOCATION

Divided by the river and connected by the bridge, East and West Looe form a charming Cornish town bustling with life and a working fishing port. Looe is a picturesque and thriving town which centres around a beautiful sandy beach with the Banjo Pier separating the sea from the river.

ACCOMMODATION

Ground Floor Entrance via steps leading to the front and side of the property. Entrance hallway leading to a lounge through diner

and into the kitchen and utility room, two bedrooms and a shower room.

Loft Accessed by a ladder is a useful loft space with storage facilities.

Outside To the front aspect is a detached garage with space to the side, a front patio style garden which leads to the rear tiered garden, offering views of the surrounding area.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by appointment only with Stratton Creber Looe 01503 262271. General enquiries Countrywide Property Auctions 01395 275691.





Four derelict barns with previously granted planning permission to be converted into dwellings comprising a selection of houses and bungalows under the reference PA16/00054.

DESCRIPTION

Four derelict barns with previously granted planning permission to be converted into dwellings comprising of a selection of houses and bungalows under the reference PA16/00054. The barns sit in a desirable rural location with a handful of other properties, between the villages of Gweek and Mawgan yet conveniently situated on a bus route and accessible to the market town of Helston.

LOCATION

Mawgan offers a local Inn/Pub, village store and is filled with pretty cottages and a twelfth century church nestled in a wooded valley south of the Helford River. Gweek stands at the head of the Helford River, with a Public House, General Store/ Post Office, Seal Sanctuary and Boat yard.

ACCOMMODATION

The Barns Four barns which are now derelict.

NOTE

Planning was previously conditionally granted on the 20th July 2016 for “Conversion and extension of agricultural buildings to form 5 dwellings including installation of sewage treatment plant and alterations to access.” under the reference PA16/00054. A

secondary application was submitted under the reference PA19/05981 for “Submission of details to discharge condition 12 in respect of decision notice PA19/00054 Condition Number(s): 12 Condition(s) Removal: Applicant will provide full report on site and contamination (if any) to comply with Criteria 1, 2, 3 and 4 of Condition 12, under said Approval dated 20 July 2016, within the next couple of days. This condition will be satisfied by this proposed report as above.”. Any interested parties should make and rely on their own findings by contacts Cornwall Council Planning on 0300 1234 151.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

For viewing information and directions, please contact Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.



LOT
24

Flat 18, 20 Regent Street, Plymouth PL4 8AS

*GUIDE PRICE £80,000+



A vacant three bedroom duplex apartment, located a short distance from Drakes Circus in Plymouth.

DESCRIPTION

A three bedroom apartment situated in Central Plymouth. The property comprises spacious open plan living area with fitted kitchen and storage to the ground floor. The first floor offers three bedrooms and fitted five piece bathroom suite. The property has video entry phone system and the building offers lift access to all floors. The property is being sold with an off road parking space and vacant possession.



LOCATION

Centrally located, this property is close to variety of local amenities and is within walking distance into the city centre, Plymouth train station and the University of Plymouth. The property is also located close to the cities famed beauty spots such as The Barbican, The Hoe and the Royal William Yard.

ACCOMMODATION

Entry Level Hallway with stairs to the first floor, door to the open plan lounge with kitchen.

First Floor Landing with doors to three bedrooms and family bathroom.

Outside The property has an allocated parking space situated behind secure gates.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by prior appointment only with Fulfords Drakes Circus 01752 223355. General enquiries Countrywide Property Auctions 01395 275691.



LOT
25

204a Cheltenham Road, Bristol BS6 5QZ

*GUIDE PRICE £100,000+



An interesting opportunity to acquire a freehold commercial premises with the graphic potential for upwards extension subject to any requisite consents.

DESCRIPTION

An interesting opportunity to acquire a currently single storey commercial property situated in a prime trading location in Cheltenham Road and the popular Bishopston area of the city. The property would lend itself to a variety of uses post refurbishment works and also has the graphic potential, subject to any requisite consents, for upwards extension to maximise the existing footprint and create additional retail space/residential accommodation on an upper floor upon which interested parties must make and rely upon their own planning enquiries of Bristol City Council.

LOCATION

Cheltenham Road is situated in the popular Bishopston area of the city, offering a range of local shops, pubs and retail outlets, with excellent public transport links into Bristol city centre and the main A38 road network.

ACCOMMODATION

Ground Floor Entrance hall, main office, waiting room, covered yard with wc and wash hand basin.

EPC

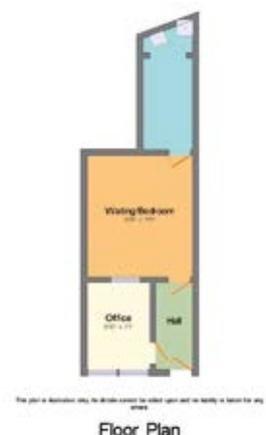
Energy Efficiency Rating – G

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

Strictly by prior appointment with Taylors Filton 0117 969 5353.





An interesting opportunity to acquire a three storey mid terrace house with planning permission already in place to create a 4/6 bedroom property with HMO potential STRC.

DESCRIPTION

An interesting opportunity to acquire a three storey, mid terrace house, requiring modernisation with the benefit of full planning permission already in place for a part single and part two storey extension, in order to create either a sizeable family home in this popular area of the city, or the potential for a lucrative HMO venture subject to any requisite consents.

LOCATION

Heavitree is a popular residential area of the Cathedral city of Exeter, within close proximity to a wide range of local amenities including local shops, supermarkets, restaurants, churches, doctors' surgery and educational facilities catering for all age groups. The property is located close to Heavitree Park and the RD&E Hospital, with good access to Exeter city centre, mainline railway stations, the M5/A30/A38 road networks and Exeter airport.

PROPOSED ACCOMMODATION

Ground Floor Entrance porch, hallway, lounge, dining room, kitchen with snug/day room off.

First Floor Landing, two bedrooms, shower room and bathroom.

Second Floor Landing and two further bedrooms.

Outside Enclosed garden with patio seating area and storage shed.

PLANNING

A Grant of Full Planning Permission was issued by Exeter City Council, on the 24th July 2019, under application number 19/0746/ FUL for 'Part single/part two storey rear extension. Replacement of the existing Velux to a dormer and the introduction of a new Velux window over the stairwell. In addition application 19/0950/LPD, granted on the 19th July 2019, relates to the proposed ground floor single storey rear extension. Interested parties must make and rely upon their own planning enquiries of Exeter City Council planning department.

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.





Traditional two bedroom, two storey mid terrace property requiring refurbishment and modernisation, set in St Budeaux, Plymouth.

DESCRIPTION

A Victorian mid terrace property that now requires complete modernisation and renovation, set in the St Budeaux area of Plymouth. The property features a lounge, kitchen and shower room to the ground floor, and two double bedrooms to the first floor. At the rear of the property is a garden which also features off road parking via the service lane. An ideal investment to re-sell or let after renovation works are completed.

LOCATION

Located in the St Budeaux area of Plymouth, on the South Devon coastline. Situated within easy distance of local amenities. The City itself features a busy shopping centre, The Barbican which offers many popular bars and restaurants, as well as the multiple retail parks around the area. The University is popular with The Arts and attracts students from all over England.

ACCOMMODATION

Ground Floor Entrance hallway leading to lounge, kitchen, shower room and cloakroom.

First Floor Two double bedrooms.

Outside Enclosed rear garden with off road parking, accessed from the service lane behind the property.

NOTE

The auction surveyor has not inspected the property internally.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

Strictly by appointment only with Fulfords St Budeaux 01752 362481. General enquiries Countrywide Property Auctions 01395 275691.





A detached three to four bedroom house, with delightful views around Antony in Torpoint.

DESCRIPTION

A three to four detached residence set on a generous sized plot, with views of the water and countryside surrounding the area. The property now requires modernisation and would suit owner occupiers or developers looking for a project. The accommodation on offer features a lounge, dining room, kitchen, study or fourth guest bedroom, as well as three bedrooms and a bathroom to the first floor. The gardens surround the property and include a garage, driveway and car port area from the gated access at the front of the property.

LOCATION

Situated on the fringes of Antony, Torpoint is this former Police House constructed in the 1950s. Antony benefits from amenities such as a primary school, public house, convenience store, village hall and church. There is also a bus route to the neighbouring town of Torpoint and the city of Plymouth via the Torpoint ferry.

ACCOMMODATION

Ground Floor Entrance hallway leading to the lounge, dining room, kitchen and study/fourth guest bedroom.

First Floor Landing with doors leading to three bedrooms featuring views of the surrounding area and a family bathroom.

Outside To the front of the property is a driveway with gates leading to a car port and garage. The property also benefits from external storage, WC and utility room which also has covered access to the kitchen. Around the gardens are various mature shrubs and trees and a lawn to the front. Views of the water and surrounding countryside can be enjoyed from the front garden.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING ARRANGEMENTS

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





LOT
29

32 Hambledon Road, Bournemouth BH7 6PQ

*GUIDE PRICE £125,000–£150,000



A superbly spacious four bedroom first and second floor maisonette which would benefit from further modernisation.

DESCRIPTION

A superbly spacious, four bedroom maisonette – master en-suite, with accommodation arranged over the first and second floors of this attractive building. The property is conveniently situated in close proximity of local shops and recreational/educational facilities, with regular bus services into Bournemouth and the surrounding suburbs. Whilst the property would benefit from further cosmetic upgrading, it will doubtlessly appeal to residential lettings investors, perhaps on a room by room basis, given the proximity to the nearby hospital, or for those simply looking for a low maintenance home with perhaps additional holiday lettings/Air BnB potential.

LOCATION

Hambledon Road is situated in this highly sought after area of Boscombe East centrally located for easy access into the nearby towns of Christchurch and Bournemouth. Christchurch Road is well located for access to local shops, cafes and coffee shops. The property is within easy access of Southbourne high street and sandy beaches which stretch to Sandbanks with its promenade walk. Approximately a mile away

is Tesco Extra, Littledown Leisure Centre and Royal Bournemouth Hospital which are all accessed via Castle Lane East. The A338 is just over a mile away which gives main road access to Bournemouth / Poole and Southampton.

ACCOMMODATION

Ground Floor Private entrance from Hambledon Road giving access to the entrance porch and hallway, with stairs rising to the first floor.

First Floor Landing, lounge/diner with feature fire place and dual aspect, kitchen with utility area off, two double bedrooms, bathroom and additional cloakroom, landing/study area with stairs rising to the second floor.

Second Floor Landing, master bedroom with en-suite shower room, bedroom four and additional storage area.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Christchurch 01202 499469. General



enquiries Countrywide Property Auctions
01395 275691.

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- Old hotel/nursing home/public house
- Extensive outbuildings/garaging/parking
- Land with an existing planning permission
- Old stone/brick barn

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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. 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.

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. 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.

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

Legal packs for all lots are available to view online



Simply use the Search function to find the property and then click on the Legal Pack tab. You will need to register but this is free of charge

www.countrywidepropertyauctions.co.uk


Countrywide
Property Auctions

Notes

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

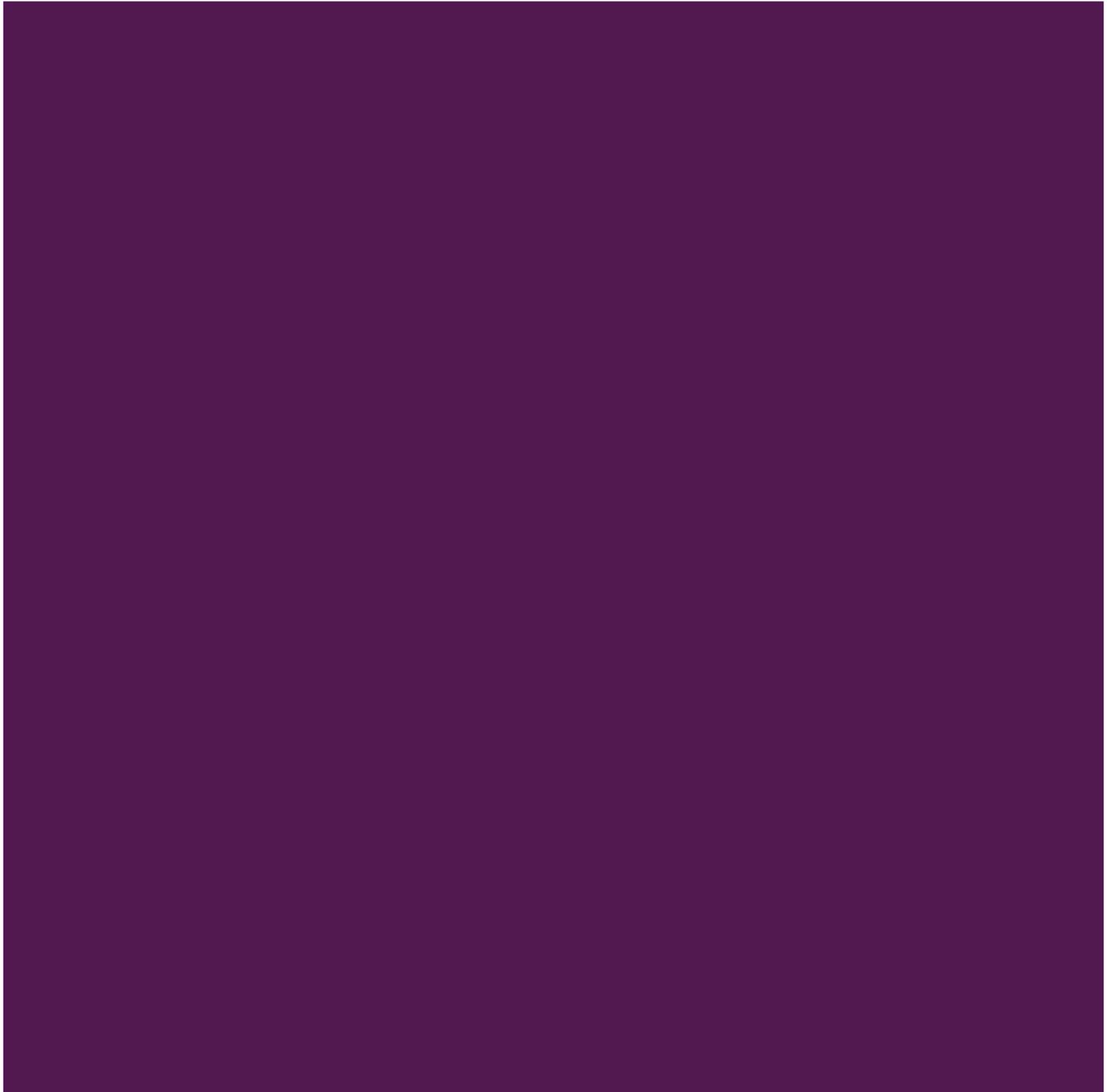
- PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale 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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