

Property Auction

Commercial and residential property for sale

Working in partnership with



Thursday 15th February 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 2018

AUCTION DATES

15th February

19th April

5th July

6th September

24th October

6th December

CLOSING DATES

17th January

21st March

23rd May

8th August

26th September

14th November

23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.



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

Sheffield Office

Tel: 0114 254 1185

Auction	Closing date
22 February	25 January
10 May	19 April
28 June	31 May
20 September	23 August
1 November	4 October
12 December	14 November



Parc y Scarlets
Llanelli
SA14 9UZ

Head Office

Tel: 01267 221554

Auction	Closing date
7 March	
9 May	
18 July	
26 September	
28 November	



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

Liverpool Office

Tel: 0151 207 6315

Auction	Closing date
15th February	19th January
28th March	2nd March
24th May	27th April
19th July	22nd June
13th September	17th August
1st November	5th October
13th December	16th November

Our coverage is our strength



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 honored 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.

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 5 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 at 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
	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

List B – Evidence of Residence

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	
	Recent council tax bill / council rent book	

Signed on behalf of Countrywide Date

Once you have completed this form please send to: Countrywide, 2 Cotton Street, Liverpool L3 7DY.

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 3 years and we will only require updated documents if you change address.
6. Registration on the day of the auction opens from 10:30am so please ensure you arrive early to ensure we have been able to satisfactorily fulfil the necessary requirements. **In all cases we will require proof of funds.**

Upon a successful purchase you must provide 2 forms of ID, one photographic and one proof of residence that is dated within the last 3 months (a list of acceptable ID documents can be seen below):

Photographic evidence of identity

- Current signed Passport
- Current full UK/EU photo card driving licence
- Valid ID card (eg, HM Forces, police warrant, prison officer card, government/ local authority issued card)
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

Evidence of Residence

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (not mobile phone)
- Recent bank/ building society/ mortgage/ credit card statement
- Current house/ motor insurance certificate
- Revenue & Customs tax notification
- Recent council tax bill

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 15th February

1	Flat 1a Bartholomew House, Bartholomew Street West, Exeter, Devon EX4 3AJ	£55,000+
2	Edgcumbe Hotel, Molesworth Road, Stoke, Plymouth, Devon PL1 5LZ	£100,000+
3	9 Corner Croft, Clevedon, Avon BS21 5DB	£65,000+
4	Denver House Barn, Trevethan, Redruth, Cornwall TR16 5HL	£60,000+
5	Plots At Upper Cottage, Higher Tren creek, Newquay, Cornwall TR8 4NN	£120,000–£135,000
6	9 Homelands Place, Kingsbridge, Devon TQ7 1QU	£150,000–£170,000
7	26 Dunstone Close, Plymouth, Devon PL9 8SG	£165,000+
8	Bryher Cottage, Perranwell Station, Truro, Cornwall TR3 7NH	£300,000+
9	39 Portland Court, Plymouth, Devon PL1 4PU	£90,000+
10	105b Gladstone Street, Swindon, Wiltshire SN1 2AX	£70,000–£80,000
11	18 Fore Street, St. Columb, Cornwall TR9 6RH	£145,000+
12	Sunny View, Sportsmans Road, Camelford, Cornwall	£180,000+
13	7 The Glen, Beer Hill, Seaton, Devon EX12 2PY	£170,000–£190,000
14	19 Castle Lane, Torquay, Devon TQ1 3AN	£65,000+
15	Sandpipers, Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ	£400,000–£450,000
16	31 Northfield Road, Okehampton, Devon EX20 1BB	£125,000+
17	Sunnybrook, Higher Ringmore Road, Shaldon, Devon TQ14 0HQ	£175,000+
18	Flat 2, 10 Queens Gate, Lipson, Plymouth, Devon PL4 7PW	£120,000+
19	10 Courtenay Manor, Grafton Road, Torquay, Devon TQ1 1UN	£100,000+
20	74 Atlantic Bays Holiday Park, St. Merryn, Padstow, Cornwall PL28 8PY	£15,000–£20,000
21	Flat 3, 22 Benbow Street, Plymouth, Devon PL2 1BX	£50,000–£60,000
22	Land at Stannary Cottage, Wellpark Road, Gunnislake, Cornwall PL18 9ED	£50,000–£60,000
23	Rear Of 18 Walnut Road, Torquay, Devon TQ2 6HS	£50,000–£60,000
24	Penpol Garage, Penpol Terrace, Hayle, Cornwall TR27 4BQ	£70,000+
25	Flat 3, Melcombe Court, Melcombe Avenue, Weymouth, Dorset DT4 7TH	£135,000+
26	Cherry Tree Cottage, 6 The Green Lane, St Erth, Hayle, Cornwall TR27 6HS	£225,000–£250,000
27	Silver Band Hall, Barn Street, Liskeard, Cornwall PL14 4BL	£25,000–£35,000
28	73 Bridle Close, Paignton, Devon TQ4 7ST	£175,000+

Now collecting for our next Auction

Thursday 19th April

Closing 21st March

Entries are also welcome from third parties and independent agents, please call us to see how auctions can work for you and your clients.

Tel: **01395 275691** auctions@countrywide.co.uk

LOT
1

Flat 1a Bartholomew House, Bartholomew Street West, Exeter, Devon EX4 3AJ

*GUIDE PRICE £55,000+

A one bedroom ground floor city centre apartment, ideal investment opportunity currently let and generating an income of £555 pcm/£6,660 pae.

LOCATION

Bartholomew Street West is located in the lower end of Exeter city centre being conveniently situated for the city centre shopping and leisure facilities, restaurants, Exe Bridge and the university. Exeter offers 3 railway stations and has excellent access to the M5/A30/A38 road networks.

DESCRIPTION

A one bedroom ground floor city centre apartment offering good sized living accommodation in this most convenient of locations. The property offers an excellent investment opportunity currently let on a six months assured shorthold tenancy and generating an income of £555pcm/£6,660 pae.

ACCOMMODATION

Ground Floor Communal entrance hall accessed from the rear of the building. Flat 1A: Lounge/diner, kitchen, double bedroom and shower room.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

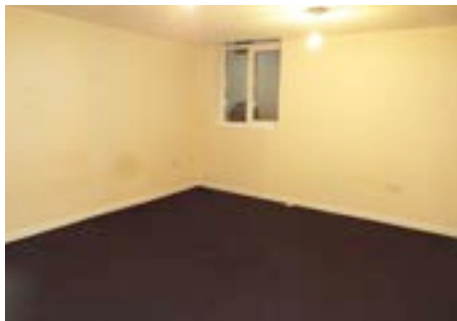
Wendy Alexander

VIEWING

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



General view of building





Former public house with rear courtyard, cellar and sizeable upper floors accommodation over three floors.

LOCATION

Stoke Village offers a wide range of facilities and amenities including shops, restaurants, bars, schools and public transport facilities, with further facilities and amenities in Plymouth city centre beyond.

DESCRIPTION

A former public house with the benefit of rear courtyard, cellar areas and owners accommodation above arranged over three floors. The property is prominently situated at the junction of Molesworth Road and Hotham Place, adjacent to Victoria Park and conveniently situated for the facilities and amenities of Stoke Village. Whilst in need of a programme of refurbishment the property would lend itself to a variety of uses and perhaps conversion into flats, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Plymouth City Council planning department.

ACCOMMODATION

Ground Floor Main entrance and trading area, lobby and side entrance with stairs rising to the upper floors, ladies and gents wc's and access to the rear courtyard.

Lower Ground Floor Accessed externally: Store room and three cellar areas.

First Floor Landing, room one, kitchen lobby, wc, room two, room three.

Second Floor Landing, room four, room five, bathroom.

Third Floor Landing, room six, room seven.

Outside Enclosed rear courtyard with gated access to Hotham Place.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

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





General view of building

A well presented one bedroom ground floor flat with garden and allocated parking space

LOCATION

The pretty Victorian seaside town of Clevedon offers a selection of shops, supermarkets and restaurants, along with its pebbled beach, Listed pier, marine lake and ornamental gardens. Clevedon is conveniently situated just off Junction 20 of the M5, with regular bus services to Bristol circa 13 miles and Weston Super Mare circa 10 miles.

DESCRIPTION

A well presented one bedroom ground floor flat having the benefit of its own garden and an allocated parking space, enjoying a cul-de-sac location and being conveniently situated for the local facilities and amenities of Clevedon, with excellent access to the M5 and readily commutable to Bristol. The property has the benefit of the remainder of a 120 year lease and is likely to appeal to residential lettings investors and owner/occupiers.

ACCOMMODATION

Ground Floor Communal entrance hall.

Flat 9 Open plan lounge/kitchen/diner, bedroom with en-suite shower room.

Outside The low maintenance garden lies to the front of the property, laid to gravel with ornamental plants and a raised pond. To the rear of the property there is an allocated parking space.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691



LOT
4

Denver House Barn, Trevethan, Redruth, Cornwall TR16 5HL

*GUIDE PRICE £60,000+



An interesting opportunity to acquire a plot of land with the remains of a derelict barn having previously enjoyed a grant of planning permission.

LOCATION

Trevethan is a rural hamlet on the fringes of Carn Marth situated between the villages of Carharrack and St Day, which cater for day to day requirements and primary schooling. Further facilities and amenities, including the mainline railway station, can be found at Redruth circa 1.5 miles. It is within easy access of both north and south coasts being 20 minute drive away. It is also an excellent riding and walking area being close to many of the cross Cornwall trails.

DESCRIPTION

An interesting opportunity to acquire a parcel of land along with the remains of a derelict barn, enjoying far reaching panoramic views over the surrounding countryside to Bodmin Moor beyond. The barn has previously had the benefit of planning permission for a one bedroom reverse level property, issued by Kerrier District Council under application number PA01/00862/F which has since lapsed. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Miller Countrywide Helston 01326 563411 General Enquiries Countrywide Property Auctions 01395 275691





An opportunity to acquire a residential building plot for up to two dwellings in the sought after higher Tren creek area of Newquay.

LOCATION

Higher Tren creek forms a small hamlet on the rural fringes of Newquay situated circa 2 miles from the town centre facilities, amenities and beaches, having good access to the A392 and in turn the A30, with Newquay airport circa 7 miles from the town centre.

DESCRIPTION

An opportunity to acquire a residential building plot for up to two new dwellings situated in the highly sought after Higher Tren creek area, on the outskirts of Newquay.

PLANNING

A Grant of Conditional Outline Planning Permission was issued by Cornwall Council Planning Department under application number PA17/06395, on the 20th October 2017, for 'Outline application to demolish Upper Cottage and form up to two new dwellings adjacent to Westpoint'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

NOTES

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

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Stratton Creber Newquay 01637 876275. General enquiries Countrywide Property Auctions 01395 275691.

EPC

Energy Efficiency Rating – Exempt.



A three bedroom semi-detached house requiring modernisation set in the desirable south hams town of Kingsbridge.

LOCATION

Kingsbridge is a vibrant working market town with a varied selection of shops, cafes, restaurants and pubs which are open all year. The well renowned Kingsbridge Academy attracts students from 11–18 years and is fed by the local primary schools. Kingsbridge has a small community hospital and a health centre, primary school, large leisure centre with swimming pool and car park.

DESCRIPTION

A good sized three bedroom semi-detached house in need of modernisation located close to the town centre of Kingsbridge with the accommodation briefly comprising of entrance porch to entrance hallway, cloakroom, kitchen/dining room with archway through to lounge, lean to conservatory. Upstairs there are two double bedrooms, a single bedroom and a shower room. The property benefits from gas fired central heating and double glazing, a car parking space is situated a short distance from the property.

ACCOMMODATION

Entrance porch, cloakroom, stairs to the first floor, lounge, kitchen/diner, lean to conservatory with storage. Garden access.

First Floor Three bedrooms and a shower room.

Outside Rear stocked garden. Allocated parking.

EPC

Energy Efficiency Rating – C

TENURE

Freehold

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Fulfords Kingsbridge 01548 853747. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom semi detached bungalow requiring modernisation situated in a popular residential cul-de-sac.

LOCATION

Plymstock is a highly sought after suburb of Plymouth with a thriving shopping centre, leisure and educational facilities, retail and business parks being readily commutable to the city centre and the A38.

DESCRIPTION

A two bedroom semi-detached bungalow requiring modernisation situated in a sought after residential cul-de-sac on the fringes of Plymstock. The property has the benefit of front and rear good sized gardens, greenhouse and garage with additional on drive parking.

ACCOMMODATION

Ground Floor Entrance hall, lounge/diner, kitchen, two double bedrooms and shower room.

Outside Good sized front and rear gardens with greenhouse and lean to, garage and additional on-drive parking.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

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





A four bedroom detached cornish cottage set in generous grounds incorporating gardens, woodland and a river boundary.

LOCATION

Perranwell Station is situated on the outskirts of the village of Carnon Downs which is well served with local amenities including post office, food store, chapel, village hall and regular bus connections to Truro. The village has a golf course and it is also well placed for access to the creek and sailing facilities of the Fal Estuary. Truro is circa five miles away with a fine shopping centre and various social and leisure facilities.

DESCRIPTION

A traditional Cornish cottage located near Truro, Cornwall. The property benefits from extended accommodation on the ground floor providing generous living space comprising of a large lounge with additional dining room, a farmhouse style kitchen with utility room, ground floor additional room, three first floor bedrooms and a family bathroom. All set in generous gardens and woodland with a river boundary.

ACCOMMODATION

Ground Floor Entrance porch, living room, dining room, kitchen, utility room, shower room, bedroom one and an additional useful reception room.

First Floor Three bedrooms and a family bathroom.

Outside Front garden with low wall surround. Grounds to the rear of the property which include a woodland area and a river boundary. Double garage with large covered storage area behind large drive, allowing for several vehicles.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Stratton Creber Truro 01872 275376 General enquiries Countrywide Property Auctions 01395 275691





General view of building

A vacant two bedroom first floor flat with communal gardens and allocated parking space.

LOCATION

Plymouth lies on the South Devon coast, bordering the picturesque county of Cornwall. The city benefits from a University and the popular harbourside area known as The Barbican and the up and coming area of the Royal William Yard; both of which boast several cafes, restaurants and bars. Locally, the apartment is in close proximity to the Devonport Train Station, as well as the Torpoint Ferry terminal.

DESCRIPTION

Situated in a popular development in Plymouth is this purpose built first floor two bedroom flat, ideal for a buy to let investment. The accommodation benefits from gas central heating and double glazing and includes two bedrooms, modern fitted kitchen and bathroom and a lounge/diner. The flat has its own allocated parking space and there are maintained communal gardens. Sold with a vacant possession but previously tenanted for £575 pcm/£6,900 pae.

ACCOMMODATION

First Floor Apartment 39 Entrance hallway, two bedrooms with the master having built in wardrobes, lounge/diner, modern kitchen and bathroom.

Outside Allocated parking and communal gardens.

SERVICE CHARGES AND LEASE INFORMATION

For full information please refer to the legal pack.

ADDITIONAL INFORMATION

The auction surveyor has not inspected the property internally and is reliant on the information given from the vendor and marketing branch.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Lucy Fuller

VIEWING

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

LOT
10

105b Gladstone Street, Swindon, Wiltshire SN1 2AX

*GUIDE PRICE £70,000–£80,000



General view of building

A one bedroom ground floor flat having had the benefit of recent modernisation and being conveniently situated for Swindon town centre.

LOCATION

Swindon town centre offers a comprehensive range of shopping, recreational and educational facilities, with the benefit of the Great Western mainline railway link to London.

DESCRIPTION

A recently refurbished one bedroom ground floor apartment, having the benefit of an allocated parking space, being conveniently located for Swindon town centre, bus station and the mainline railway station to London and readily commutable to the M4 and A419. The property is likely to appeal to residential lettings investors and owner/occupiers.

ACCOMMODATION

Ground Floor Lounge/diner, kitchen, bedroom and bathroom.

Outside Allocated parking space.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Tony Webber

VIEWING

Strictly by appointment only with Taylors Swindon 01793 611984 General enquiries Countrywide Property Auctions 01395 275691





A grade II listed 3/4 bedroom, 2/3 reception room mid terrace character cottage situated in the heart of the popular market town of St Columb.

LOCATION

The historic market town of St Columb enjoys a thriving community and has a range of shops and a supermarket catering for day to day needs, a primary school and church. St Columb is situated circa 3 miles from Newquay Airport and 4 miles to the nearest beach at Mawgan Porth, being readily commutable to the A39/A30 road networks, being equi distant of circa 8 miles from Newquay, Padstow and Wadebridge all offering a more comprehensive range of leisure, educational and shopping facilities.

DESCRIPTION

A Grade II listed mid terrace character cottage situated in the heart of the popular market town of St Columb. This versatile property offers good sized accommodation with 2/3 reception rooms on the ground floor and 3 bedrooms plus an office on the first floor, a rear courtyard garden and is within a level walk of the town centre and primary school.

ACCOMMODATION

Ground Floor Entrance hall, lounge, living room, dining room, kitchen and shower room.

First Floor Landing, three bedrooms, office and family bathroom.

Outside There is a courtyard style garden to the rear of the property.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Miller Countrywide Wadebridge 01208 812117. General enquiries Countrywide Property Auctions 01395 275691.





A newly built three bedroom detached property with garden and on drive parking for several vehicles.

LOCATION

Camelford is a former market town on the fringes of Bodmin Moor, yet within a short drive of the North Cornwall coast. The nearest beach is at Trebarwith Strand and the harbour villages of Boscastle and Port Isaac are close by. The town caters well for day to day needs with schools, leisure centre, shops and doctors surgery among its amenities. More comprehensive facilities can be found in the nearby towns of Wadebridge and Bodmin.

DESCRIPTION

A newly built individually designed three bedroom detached property, situated on a level plot. The property features a 19' lounge/diner, a Shaker style kitchen with fitted appliances, master en-suite bedroom and off road parking for several vehicles. Ready for immediate occupation.

ACCOMMODATION

Ground Floor Entrance hall, lounge/diner, cloakroom, kitchen with fitted appliances, bedroom three.

First Floor Master bedroom with en-suite shower room, bedroom two, shower room.

Outside On drive parking for several vehicles. Rear garden.

NOTES

The auction surveyor has not inspected the property at the time of instruction.

EPC

Energy Efficiency Rating – B

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Miller Countrywide Wadebridge 01208 812117 General enquiries Countrywide Property Auctions 01395 275691



LOT
13

7 The Glen, Beer Hill, Seaton, Devon EX12 2PY

*GUIDE PRICE £170,000–£190,000



General view of building

A two bedroom second floor apartment with communal gardens, residents parking and sea views.

LOCATION

Seaton Hole is nestled between Seaton and Beer with direct access to a beautiful pebbled beach. The mainline railway stations of Axminster and Honiton are located circa a 20 minute drive away. The property also has easy access to the A3052 just a short drive away, which gives direct access right through Sidmouth and on to Exeter.

DESCRIPTION

A two bedroom second floor apartment with stairs rising from the communal entrance to the front door. The property benefits from two double bedrooms, spacious lounge/diner and sea views. The Glen also offers private parking for residents of the property. Surrounding the property are attractive communal gardens mainly laid to lawn with stream flowing gently through towards the sea.

ACCOMMODATION

Ground Floor Communal entrance with access to the apartments within the building.
Second Floor Apartment 7 Lounge with sea views, kitchen, two bedrooms and bathroom.
Outside Communal gardens and residents parking.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Fulfords Seaton 01297 24224 General enquiries Countrywide Property Auctions 01395 275691



LOT
14

19 Castle Lane, Torquay, Devon TQ1 3AN

*GUIDE PRICE £65,000+



General view of building

A two bedroom ground floor apartment close to Torquay town centre generating an income of £599 PCM/£7,188 PAE.

LOCATION

Torquay is located on the South Devon coast, alongside the Torbay towns of Paignton and Brixham. Local amenities include a stretch of sandy beaches, a bowling alley and restaurant district in close proximity to the Harbourside.

DESCRIPTION

A ground floor two bedroom flat currently let and generating an income of £599 pcm/£7,188 pae at the time of instruction. Ideal as a buy to let investment, located in close proximity to the town centre of Torquay.

ACCOMMODATION

Ground Floor Entrance hallway, open plan living room and kitchen, two bedrooms and bathroom.

Outside Rear courtyard.

NOTES

The auction surveyor has not inspected the property internally at the time of instruction.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller

VIEWING

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



LOT
15

Sandpipers, Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ

*GUIDE PRICE £400,000–£450,000



A unique detached chalet style bungalow for continued refurbishment to create four bedrooms, with formal gardens, agricultural land and woodland, the whole plot measuring c. 2.5 hectares/6.2 acres.

LOCATION

Situated in a rural location on the outskirts of Yeovil, the property is conveniently located for local transport links with the A303 trunk road within easy reach giving access to London, Exeter and the South West. The M5 can be joined at Taunton junction 25, linking to the national motorway network. There is a mainline railway station in Stoford that has a direct line to London Waterloo whilst Castle Cary has an intercity 125 link to London (Paddington). There are airports at Bristol and Exeter, with Bournemouth. Taunton, Bristol and Exeter being readily commutable. The South coast being circa 20 Miles.

DESCRIPTION

Sandpipers is a stunningly located, spacious, detached chalet style bungalow set on a plot measuring c. 2.5 hectares/6.2 acres. The property has unique features including an attractive eyebrow style window in the roof. Works have been carried out to update the ground floor of the building, currently providing comfortable two bedroom living accommodation, which may benefit from some further updating. The first floor still requires a programme of works in order to create two further bedrooms and a second bathroom.

Currently the property consists of lounge, dining room, kitchen and utility, bathroom, two bedrooms and workshop/office to the ground floor. The upstairs of the property is a works in progress and requires completion, but offers the potential for spacious accommodation with a balcony giving fabulous views to Dorchester Hills. Below the property is a large cellar which can be accessed via a hatch in the hallway and also externally. To the front and side are beautifully well stocked mature gardens that have been well tended over the years with a green house, storage sheds and garage. The adjacent land offers hard standing with potential for stabling, garages or barns, subject to any requisite consents, the larger part of the land consists of agricultural land and woodland.

ACCOMMODATION

Ground Floor Entrance hall hatch to cellar, with stairs to first floor, cloakroom/wc, lounge, inner hallway, dining room, utility room, bathroom, two double bedrooms, workshop/office.

First Floor Currently a large open area with double doors to balcony, and two further rooms. The space has potential to create two bedrooms and en-suite facilities subject to any requisite consents.





CELLAR

The property also boasts a large cellar which is can be accessed via a hatch in the hallway and also externally.

GARDENS AND LAND

Gardens to the side are beautifully well stocked mature gardens that have been well tended over the years, with green house and storage sheds. The adjacent land also offers hard standing for potential stabling, garages or barns, subject to any requisite consents, with the larger part of the land consisting of agricultural land and woodland.

NOTES

A Certificate of Lawful Use or Development was issued by West Dorset District Council, under application number WD/D/17/002439 on the 8th January 2018 for: Replacement of first floor dormer window to rear of property

with double opening doors, addition of balcony area immediately adjacent to first floor dormer window to rear of property and the addition of two further casement windows in the south facing side wall of garage attached to property. Addition of the garage, extension of the property and conversion of the roof space to 1st floor accommodation was granted by West Dorset District Council under application number 1/W/75/000243 in 1973. Interested parties must make and rely on their own planning enquiries of West Dorset District Council planning department. 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 – F

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Palmer Snell Yeovil 01935 642000. General enquiries Countrywide Property Auctions 01395 275691



LOT
16

31 Northfield Road, Okehampton, Devon EX20 1BB

*GUIDE PRICE £125,000+



An ideal residential lettings opportunity comprising of a one bedroom ground floor flat and first and second floors maisonette, with parking and conveniently located for Okehampton town centre.

LOCATION

The market town of Okehampton is situated on the Northern fringes of the Dartmoor National Park. Within the town there are a comprehensive range of shops and supermarket, including a Victorian shopping arcade, schooling for all ages, leisure facilities and hospital.

DESCRIPTION

An ideal residential lettings opportunity comprising of a one bedroom ground floor flat and a first and second floors maisonette, both with the benefit of parking and being conveniently situated for the facilities and amenities of Okehampton town centre.

ACCOMMODATION

Ground Floor Flat Lounge/diner, kitchen, utility room, bedroom and shower room.

Maisonette

Ground Floor Entrance hall with stairs rising to the first floor.

First Floor Landing, sitting room, kitchen, family bathroom and additional shower room.

Second Floor Landing and two bedrooms.

Outside Parking can be found to the rear of the property.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Fulfords Okehampton 01837 658560. General enquiries Countrywide Property Auctions 01395 275691





A detached stable building with tack room having planning permission already in place for conversion to holiday accommodation.

LOCATION

Ringmore is located in the picturesque village of Shaldon, on the fringes of Teignmouth and Maidencombe. The village features Zoological gardens and hosts a yearly Regatta every August.

DESCRIPTION

A purpose built set of stables with a store and tack room having the benefit of planning permission to be converted into holiday accommodation. Located approximately circa one mile from the village shops and 2.2 miles from the town centre of Teignmouth.

EXISTING ACCOMMODATION

Ground Floor Two stables currently separated by a mid-level stud wall, each with their own stable door, power and lighting. Store room or optional stable three with access to the tack room. Tack room with stairs to the loft storage area above.

Outside Driveway with gate. Grassed area with shrubs. Covered external grooming area.

PLANNING

A Grant of Conditional Planning Permission was issued by Teignbridge District Council on the 20th July 2016, under application number 16/01328/FUL for 'Change of use of stable block to holiday accommodation including amendments to windows and doors to the

east and west elevations'. Interested parties must make and rely upon their own planning enquiries of Teignbridge District Council Planning Department.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Fulfords Teignmouth 01626 770077 General enquiries Countrywide Property Auctions 01395 275691

LOT
18

Flat 2, 10 Queens Gate, Lipson, Plymouth, Devon PL4 7PW

*GUIDE PRICE £120,000+



General view of building

A two bedroom ground floor apartment with allocated parking space and views to Plymouth Sound.

LOCATION

Lipson is a popular residential area of Plymouth with a range of local facilities and amenities and readily accessible to the city centre and the barbican.

DESCRIPTION

A two bedroom ground floor apartment situated in the prestigious Queensgate development, with private gated access to the development and stunning views over Freedom Fields Park to Plymouth Sound beyond. The apartment has the benefit of an allocated parking space, open plan living accommodation and the master bedroom having an en-suite shower room.

ACCOMMODATION

Ground Floor Communal vestibule and entrance hall.

Apartment Two

Entrance hall, open plan lounge/kitchen/diner, master bedroom with en-suite shower room, second bedroom and bathroom.

Outside Allocated car parking space.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

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



LOT
19

10 Courtenay Manor, Grafton Road, Torquay, Devon TQ1 1UN

*GUIDE PRICE £100,000+



General view of building



A vacant three bedroom top floor apartment with sea views and a garage situated in the coastal town of Torquay.

LOCATION

Torquay is located on the South Devon coastline, alongside the Torbay towns of Paignton and Brixham. Local amenities include sandy beaches, a bowling alley and a busy Harbourside area featuring bars and restaurants. Transport links by rail or bus connect to the Devon cities of Plymouth and Exeter.

DESCRIPTION

A three bedroom top floor apartment with accommodation including a living room with patio doors leading to a balcony having sea views, three bedrooms, modern kitchen and bathroom, separate cloakroom, double glazing, remote controlled electric heating, communal gardens and a garage as well as visitors parking. Ideal investment opportunity.

ACCOMMODATION

Ground Floor Communal entrance hall with secure entry phone system and stairs rising to all floors.

Top Floor Flat 10 Entrance hall, living room, kitchen, three bedrooms, bathroom and cloakroom.

Outside Communal gardens, garage and additional visitors parking.

NOTES

The lease length at the time of instruction has circa 60 years remaining. Please refer to the legal pack for further information.

EPC

Energy Efficiency Rating – D



AUCTION VALUER

Lucy Fuller

VIEWING

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

LOT
20

74 Atlantic Bays Holiday Park, St. Merryn, Padstow, Cornwall PL28 8PY

*GUIDE PRICE £15,000–£20,000



A two bedroom detached holiday chalet situated on the popular Atlantic Bays holiday park.

LOCATION

Atlantic Bays is situated circa 1 mile from the village of St Merryn and circa 3 miles from Padstow, in proximity of the North Cornwall Coastline referred to locally as 'seven bays for seven days' given the nearby beaches of Porthcothan, Constantine, Mother Iveys, Boobys, Harlyn, Trevone and Treyarnon.

DESCRIPTION

A two bedroom detached holiday chalet situated on the popular Atlantic Bays Holiday Park. The property is one of the larger units on the site and is presented in good order throughout, with on-site facilities including The Conservatory Bar, a shop catering for day to day requirements, launderette, games room and children's play area, with further facilities and amenities available at St Merryn village and Padstow. The property is to be sold fully furnished and with any onward bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, inner hallway, two bedrooms and shower room.

Outside Communal gardens and grounds, car parking and use of the on-site facilities and amenities.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Stratton Creber Padstow 01841 532230 General enquiries Countrywide Property Auctions 01395 275691





General view of building

A one bedroom apartment conveniently situated for local shops and the dockyard currently let and generating an income of £640 pcm/£7,680 pae.

LOCATION

Plymouth lies on the South Devon coast, bordering the picturesque county of Cornwall. The city benefits from a University and the popular harbourside area known as The Barbican and the up and coming area of the Royal William Yard; both of which boast several cafes, restaurants and bars. Locally, the apartment is in close proximity to the Devonport and Dockyard stations.

DESCRIPTION

A one bedroom apartment featuring a kitchen, lounge and bathroom. Situated close to local shops and transport links, walking distance to the dockyard. At the time of instruction there is a tenant in situ on a rolling contract generating an income of £640 PCM/£7680 PAE.

ACCOMMODATION

Flat 3 Entrance hallway, lounge, kitchen, bedroom and bathroom.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING

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



A single building plot with planning permission in place for a three bedroom detached cottage.

LOCATION

Gunnislake is a distinct former mining village circa ten miles from Plymouth. The area benefits from a local train station and bus routes serving the surrounding towns and villages and a selection of local shops.

DESCRIPTION

A single building plot with planning permission in place for a three bedroom cottage style dwelling. The proposed property will benefit from far reaching views across the Tamar Valley towards the Devon banks of the River Tamar.

PROPOSED ACCOMMODATION

Ground Floor Entrance hall, open plan living room/study, kitchen/diner with utility room off,

wc. **First Floor** Landing, three bedrooms and bathroom. **Outside** Associated gardens and parking.

PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department, on the 17th April 2015, under application number PA14/12123, for 'Proposed detached dwelling and associated parking'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department. An application for 'Submission of details to discharge condition 4 in respect of decision notice PA14/12123 dated 17th April 2015' was submitted under application number

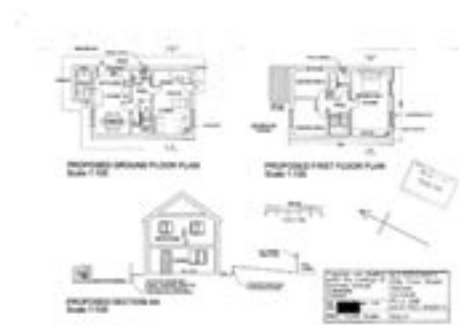
PA17/11985, on the 15th December 2017. At the time of going to print this application was still pending. Please refer to the legal pack and Cornwall Council Planning Department for further information.

EPC

Energy Efficiency Rating – Exempt

VIEWING

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





A mid terrace former store/workshop with planning permission in place for conversion into a residential dwelling.

LOCATION

Chelston is located in close proximity to Torre Abbey, on the South Devon coastal town of Torquay. Local amenities in close proximity include a range of shops, sandy beaches and the historic picturesque village of Cockington.

DESCRIPTION

A mid terrace store/workshop originally part of a former coach house having the benefit of planning permission already in place for conversion into a residential dwelling.

EXISTING ACCOMMODATION

Ground Floor Store area with a roller door to the front and wooden steps leading to the first floor.

First Floor Additional store rooms and rear access.

Outside Access to the front of store.

PLANNING

A Grant of Planning Permission was issued by Torbay Planning Department under application number P/2017/0526, on the 6th October 2017, for 'Conversion of a disused builders store to form a flat'. Interested parties must make and rely upon their own planning enquiries of Torbay Council Planning Department.

NOTES

Please note that the garage to the front of the property is not included in the sale.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING

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

LOT
24

Penpol Garage, Penpol Terrace, Hayle, Cornwall TR27 4BQ

*GUIDE PRICE £70,000+



A two storey detached former mechanics garage situated in an elevated position with estuary views.

LOCATION

Hayle surrounds a beautiful estuary on the edge of St Ives bay in West Cornwall, circa 5 miles from St Ives. The town of Hayle is within easy reach of the A30, the mainline railway station and park and ride facilities, with a comprehensive range of shopping, leisure and educational facilities, retail and business parks.

DESCRIPTION

A two storey detached former mechanics garage situated in an elevated position and enjoying far reaching estuary views. The ground floor incorporates an inspection pit and vehicular access, with the upper floors loosely arranged as storage, cloakroom facilities and office space. The property is likely to appeal to those seeking to run their own business in this rapidly improving coastal town, or may lend itself to redevelopment subject to any requisite consents, upon which interested parties must make and rely upon their own planning/potential change of use enquiries of Cornwall Council Planning Department.

ACCOMMODATION

Ground Floor Former garage premises with vehicular access points and an inspection pit measuring circa 9.7m x 9.09m.

First Floor Loosely arranged as storage, cloakroom facilities and office space measuring circa 9.7m x 5.29m.

Outside Parking for two cars.

NOTES

A copy of the Grade B mundic certificate is available for inspection within the legal pack. It is understood that the roof of the premises contains asbestos.

EPC

Non Domestic Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

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





A two bedroom ground floor flat having the benefit of car parking space, communal gardens and the remainder of a 999 year lease.

LOCATION

Weymouth is a seaside town in Dorset, southern England. Its sandy beach is dotted with colourful beach huts and backed by Georgian houses. Jurassic Skyline, a revolving viewing tower, and Victorian Nothe Fort offer harbour views. Weymouth Sealife Park is home to sharks, turtles and stingrays. On the fossil-rich Jurassic Coast is pebbly Chesil Beach. A causeway leads to Portland Island with its lighthouse and birdlife.

DESCRIPTION

A two bedroom purpose built ground floor flat presented in good order throughout and ready for either owner occupation or residential lettings, with the additional benefit of a car parking space and communal gardens. The property has the benefit of a newly refurbished kitchen with all white goods to be included in the sale, gas central heating, along with the remainder of a 999 year lease and is conveniently situated for the seafront, local shops and recreational facilities, the hospital and railway station.

ACCOMMODATION

Ground Floor Communal entrance hall with lift and stairs rising to all floors.

Flat Three Entrance hall, living room, kitchen, bedroom one with en-suite wet room, bedroom two and bathroom.

Outside Communal gardens, allocated parking space and additional visitors parking spaces.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Palmer Snell Weymouth 01305 778679. General enquiries Countrywide Property Auctions 01395 275691



A three bedroom detached cottage for refreshment set in 2.65 hectares/6.55 acres in the highly sought after village of St Erth.

LOCATION

St.Erth is a pretty village with a public house, shop, school, church and delightful walks along the river bank. There is a nearby train station on the Penzance to Paddington line and a wide range of day to day facilities at Hayle.

DESCRIPTION

Occupying an idyllic setting, the whole totalling circa 2.65 hectares/6.55 acres, with long gardens that lead down to the river bank is this detached cottage requiring some refreshment. The accommodation comprises of a sitting/ dining room with wood burning stove, a kitchen with shaker style units, a reception hallway with stairs rising to a landing, three bedrooms, a bathroom and separate cloakroom. There is gravelled parking to the front and side of the property, terraced rear gardens with a static caravan and two fields with access from the lane. In front of the cottage and across the lane are long gardens with a natural pond.

ACCOMMODATION

Ground Floor Entrance hallway, living room and kitchen.

First Floor Three bedrooms, bathroom and cloakroom.

Outside Parking for multiple vehicles, large grounds including a static caravan used for storage purposes and a pond.

NOTES

We understand there is mundic block in the extension to the rear of the property. Please refer to the legal pack for further information. The auction surveyor has not inspected the property internally at the time of instruction. 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 – G

AUCTION VALUER

Lucy Fuller

VIEWING

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







A former silver band hall in close proximity to Liskeard town centre requiring refurbishment

LOCATION

Liskeard is a Stannary and Market Town located approximately 20 miles away from the Devon city of Plymouth. The property is located within walking distance of the town centre. The town benefits from a mixture of retail and schooling facilities, a leisure centre, access onto the A38 and has a mainline railway station from Penzance to London.

DESCRIPTION

A chance to purchase a detached Henry Rice former band hall. The property could offer a variety of uses, although it does require refurbishment. Gross internal area (as per the VOA website at the time of instruction) is 178.1 metres. Any interested parties considering change of use should speak to Cornwall

Council Planning Department on 0300 1234 151.

ACCOMMODATION

Ground Floor Entrance hallway with original tiled floor, two toilet cubicles and boiler area. Main hall with partition room, rear store room, kitchen and side entrance.

First Floor Stairs from the rear hallway area, mezzanine area which was formerly a practice room, which has an opening to look down to the main hall.

Outside Front entrance bordered by a low wall and access pathways to either side of the property.

EPC

Non Domestic Energy Efficiency Rating – D

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Miller Countrywide Liskeard 01579 346400. General enquiries Countrywide Property Auctions 01395 275691





A four bedroom link detached house requiring updating set in a popular residential area of Paignton.

LOCATION

Paignton is located in the heart of The English Riviera, between the South Devon towns of Torquay and Brixham. Hookhills is a popular residential area of the town, featuring a community centre, primary school and local supermarkets all within walking distance.

DESCRIPTION

A four bedroom link detached house requiring updating. The property benefits from good sized bedrooms, as well as a downstairs cloakroom, garage and parking, situated on a level plot towards the conclusion of a cul-de-sac.

ACCOMMODATION

Ground Floor Entrance hallway, stairs to the first floor, lounge/diner, kitchen, cloakroom, utility room.

First Floor Four bedrooms and a family bathroom.

Outside Front garden and driveway parking with access to the garage. Rear garden with hedging.

EPC

Energy Efficiency Rating – To be confirmed

AUCTION VALUER

Lucy Fuller

VIEWING

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

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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 Proxy or telephone bidding forms should be sent to The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY. Tel: 01395 275691

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.** 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

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List A – Photographic evidence of Identity

List B – Evidence of Residence

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	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	
	Recent council tax bill / council rent book	

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.** 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:

The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY.

Please note we must hold 2 forms of certified ID prior to auction: 1 × 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

List B – Evidence of Residence

Tick	Item	Ref No
	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	
	Recent council tax bill / council rent book	

Signed on behalf of Countrywide Date

Common Auction Conditions

(3rd Edition August 2009 – 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.

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

- Glossary** – The glossary gives special meanings to certain words used in both sets of conditions.
- Auction Conduct Conditions** – The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
- Sale Conditions** – The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. 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 printed in bold black type appear in bold blue type 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 has signed up to the Banking Code or Business Banking Code 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) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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 to which the conditions refer including any supplement to it.

Completion Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when

both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition One of the auction conduct conditions or sales 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 not sold at 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.

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

General conditions That part of the sale conditions so headed, including any extra general conditions.

Interest rate If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

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, any similar official).

Price The price 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 tenancy schedule (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 a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). 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.

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.

A3 Bidding and reserve prices

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

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

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, provided by others 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 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) 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 stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

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 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.
- A5.8 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 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

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

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**.

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 the **lot** 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**, but excluding any **financial charges**: these the **seller** must discharge 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, within the meaning of 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.
- 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.
- G1.8 Where **chattels** are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 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.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary 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**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
 - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they 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**.
- G2.4 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**.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date to completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) 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) 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 (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date to completion**.
- G3.2 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.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 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 except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
 - (b) 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.
 - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** 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.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) 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**.
 - (e) 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 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 Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

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** after 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** remains liable in any respect 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**.
- 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.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct **transfer** to the **seller's** conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- 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**.
- 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 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.
- 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 properly required.
- G9.5 The **buyer** must:
- (a) promptly 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 licence has not been obtained 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 licence

is obtained. 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 **price** (less any deposit paid) from the **agreed completion date** up to and including 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 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 **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, 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.

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 in advance 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 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.
- G13.2 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.
- G13.3 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 **contracts** 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 1 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**.

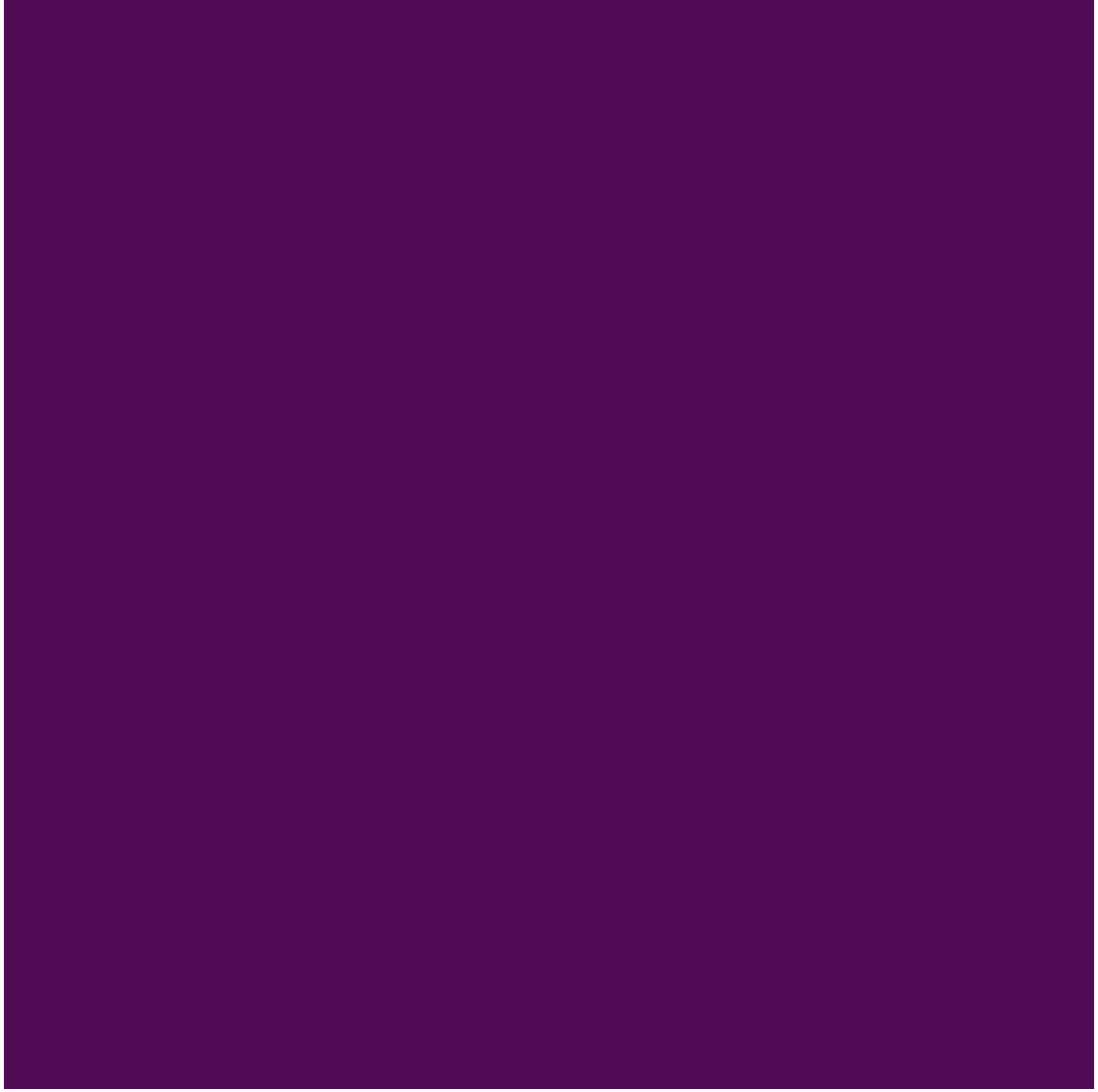
G21. Environmental

- 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 that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; 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 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 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 Contract (Rights of Third Parties) Act 1999.
- G30.1 Generally Each Property is sold in accordance with Royal Institute of Chartered Surveyors (RICS) Common Auctions Conditions, Edition 3, ("the Common Auction Conditions") subject to the following, each taking precedence over the other in descending order:
- The **Special Conditions** of Sale for each Property if applicable ("**the Special Conditions**"), plus The Law Society's conditions known as the Standard Conditions of Sale (Fifth Edition) if applicable, as set out in the Legal Pack;
 - These Extra Conditions of Sale (otherwise known as the Extra Conditions of Sale);
 - The Auction **Addendum**.
- The **Buyer** is deemed to buy the Property knowing and fully accepting all the above conditions and should take independent legal advice if in doubt.
- G30.2 **Auction Procedure** All prospective purchasers must register their attendance in the **auction room** by completing a registration form. They must provide such confirmation of their identity and evidence of their home address as the **Auctioneer** in his absolute discretion considers acceptable. Persons not registering, or who are unable to provide adequate evidence of identity or address, will not be permitted to bid in the **auction**. On the Property being knocked down by the **Auctioneer**, the successful bidder must immediately attend the Settling Table and sign two copies of the Auction Memorandum for the Property. The successful bidder must also pay the necessary deposit (see clause G30.3) and the **Auctioneer's** Administration Charge (see clause G30.4).
- G30.3 **Deposit** The **Buyer** will pay a deposit of 10% of the purchase price or £3,000, or such other figure stipulated by the **Seller's** solicitor, whichever shall be the greater, to the **Auctioneer** on or before signing the Auction Memorandum. Unless the **Special Conditions** for the lot in question state to the contrary, the **Auctioneer** shall hold as agent of the **Seller**, save for that part representing the Auctioneers' charges to the **Seller**. The deposit shall be paid by way of Banker's Draft or other such method the **Auctioneer** in his absolute discretion may accept. Cash will not be accepted. Any interest accruing on monies held by the Auctioneers will be retained by them to offset administration.
- G30.4 **Auctioneers Administrative Charge** The **Buyer** will pay to the **Auctioneer** an administrative charge as outlined on the **Addendum**, including VAT on or before the earliest of signing the Auction Memorandum or exchange of contract.
- G30.5 **Sale Particulars** The Property is believed to be and shall be taken to be correctly described in the Auction **Catalogue** ("the **Catalogue**"). The **Auctioneer** has prepared the **Catalogue** from information provided by or on behalf of the **Seller** and the **Auctioneer** shall not be responsible for any errors in the **Catalogue**. The **Buyer** must satisfy himself, before making a bid, as to the accuracy of the particulars given in the **Catalogue** and shall not be entitled to cancel the sale or rescind the Agreement for Sale of the Property as a result of any incorrect statement, error or omission in the **Catalogue**. The **Buyer** acknowledges that he has not relied on the **Catalogue** in deciding whether to buy the Property and that the **Buyer** is not relying on the information in the particulars as proof that the current or any future use or nature of any lot is legitimate, consented or approved. The **Buyer** acknowledges that the onus for verification lies solely with the **Buyer**. If any information is not correct any liability of the **Seller** and any remedy of the **Buyer** are excluded to the extent permitted by statute.
- G30.6 **Misrepresentations** The **Buyer** acknowledges that:
- He has not been persuaded to purchase the Property by any statement or representation whether verbal or in writing which may have been made to him or any person on his behalf, by the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller**;
 - Any such statement or representation as referred to in paragraph (a) above does not form part of this Agreement; and
 - Any liability of the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller** at law or in equity in respect of any statement made to the **Buyer** or anyone on his behalf is excluded to the extent permitted by the Misrepresentation Act 1967.
- G30.7 **Service and Other Fittings** The **Seller** makes no claim as to the ownership of any electric wiring and fittings, gas fittings and installations, central heating installations, TV aerials, satellite dishes or other reception devices, any of which may belong to the supply companies. In such cases the **Seller** accepts no liability for any payments that may be outstanding.
- G30.8 **Bidding Reservations** For the purpose of the Estate Agents Act 1979, the right is reserved to the **Auctioneer** or any related company, and the shareholders, and employees of the foregoing or their associates or members of their respective families, to bid at the **auction** or to offer a property for sale at the **auction**.
- G30.9 **Inspection of Plans, Leases, etc** Copies of restrictions, plans, leases and any other documents referred to in the **Special Conditions of Sale** or the Auction **Catalogue** may be inspected on-line at www.countrywidepropertyauctions.co.uk or at the offices of the **Seller's** Solicitors or the **Auctioneer's** offices at any time during normal working hours, up to the date prior to the sale or in the **auction room** prior to the commencement of the **auction** sale. The **Buyer** shall be treated as buying with full knowledge of all matters, whether or not he has inspected any of the documents.



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