

Exeter

Thursday 23rd February at 1.00pm



James Kersh
Managing Director

Hello and welcome to the February 2017 Exeter Auction catalogue

I hope that your festive period was suitably merry; and that like us here at Countrywide, you're raring to go for the New Year.

We'd like to thank all of our buyers and sellers for making 2016 such a huge success for Countrywide Property Auctions across our sales in London, Sheffield and Exeter; we had a brilliant and exciting year with many new faces joining us; our sale rooms were packed and we took some big strides forward, disposing of over £95.4M of property on behalf of clients at a national success rate of 78.2%, making us the 7th largest residential auctioneer in the UK, out of over 300 firms!

We're particularly proud that for the third year running, Countrywide Property Auctions are the market leading auction house in Devon and Cornwall. Since we overtook all of our rivals in Devon and Cornwall during 2014, when we managed to sell over £18M of property for our clients, our auction in Exeter has gone from strength to strength; in 2015 we were head and shoulders above the competition, selling in excess of £21.7M. I am delighted to tell you that in 2016, we've done even better; selling just shy of £26M, meaning that we sold over £3M of property more than our nearest rivals; now, that really is market leading!

Not only that, whilst some other auction house's success rates have been dropping, ours has increased from 73% in 2015 to 81% in 2016. With a market leading 215 lots offered and 174 sold in our six auctions, we're helping more sellers and buyers than ever before.

This feat is largely down to four sets of people; firstly, my two very dedicated Auction Surveyors, Wendy Alexander and Audrey Smith. Their tenacity, skill and customer focus is what sets Countrywide Property Auctions apart from the rest and without them our sale would be nothing; for that they have my sincere gratitude.

Secondly, our colleagues in the Countrywide Estate Agency branches who provide so many referrals to us; they are all staunch supporters of our auction and are a huge part of why we are so successful.

Thirdly, to our vendor clients I say thank you for allowing Countrywide Property Auctions the opportunity to act on your behalf; and thank you for putting your faith in us to sell your most valuable assets, month in month out.

Finally, I would like to thank you, our buyers, who always give us such a warm welcome on the day of the sale, who turn up to see us come rain or come shine; hopefully, you've bagged at least one of the lots that you were after during last year. Thank you for making us the biggest in Devon and Cornwall, thank you for contributing to our ever growing success. I wish you luck for today's sale and look forward to serving you again throughout 2017.

Best wishes

James Kersh
Managing Director

We are delighted to accept instructions from the following partner agents



IMPORTANT NOTICE The Auctioneers reserve the right to refuse bids from any prospective purchaser who is unable to provide adequate identification in the form of a current driving licence or passport, electricity, gas, water or rates account etc. The Auctioneers may require confirmation of bankers draft deposits to confirm that they are adequate in amount for the deposits required.

LOT
201

36 St. Leonards, Bodmin, Cornwall PL31 1LA

***GUIDE PRICE £50,000+**



- Vacant two bedroom
- Mid terrace character cottage
- Requiring refurbishment
- Conveniently located for Bodmin town centre and the hospital
- Readily commutable to the A30/A38 road network

LOCATION

St Leonards is situated at the top of main shopping centre of Bodmin which offers a wide range of local shopping facilities, cafe's, restaurants and public houses. St Leonards is particularly conveniently located for the local hospital and schools, being readily commutable to the A30/A38 and the mainline railway station at Bodmin Parkway.

DESCRIPTION

A two bedroom mid terrace character cottage which would now benefit from a programme of refurbishment. The cottage retains a wealth of character, including slate flagstones and has the benefit of an elevated rear garden being well worthy of formalisation to fully enhance the property.

ACCOMMODATION

Ground Floor Sitting room, dining area with galley style kitchen off giving access to the garden and a wet room.

First Floor Small landing and two bedrooms.

Outside Steps leading up to the elevated garden and shed for replacement/repair.

TENURE

Freehold

EPC

Energy Efficiency Rating To be confirmed

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Stratton Creber - Bodmin, Tel: 01208 74422

LOT
202

Callybarrett Cottage, Callybarrett, Bodmin, Cornwall PL31 2AZ

*GUIDE PRICE £235,000+



- Three bedroom detached cottage
- Requiring modernisation
- 1.156 hectares/2.857 acres
- Secluded setting at the end of a no through lane
- Conveniently located for Bodmin town centre and the A38/A30 road networks

LOCATION

Callybarrett Cottage enjoys a secluded location at the end of a no through lane, surrounded by farmland, with the nearest neighbour circa 300 yards yet is readily commutable to the A30/A38 road networks and Bodmin town centre, superstores and trading estates.

DESCRIPTION

A three bedroom detached character cottage requiring modernisation enjoying a high degree of privacy in a secluded location. The property enjoys gardens, meadow and a lightly wooded copse of circa 1.156 hectares/2.857 acres with a range of useful outbuildings, garaging and workshop.

ACCOMMODATION

Ground Floor Entrance porch, study area, kitchen, lounge/diner, rear porch, covered passageway to conservatory.

First Floor Landing, three bedrooms and bathroom

Outside Formal gardens being mainly laid to lawn, former kitchen garden, a lightly wooded copse and meadow, a range of useful outbuildings, garaging and workshops, totalling circa 1.156 hectares/2.857 acres.

Directional Note Leave Bodmin town centre and head towards Launceston and the A30. Immediately before joining the A30 there is a turning on your left for Dingle Brothers Tractors, take this turning and continue straight ahead until passing Callybarrett Farm on your left, the cottage can then be found after circa 300 yards on your right, at the end of the lane.

TENURE

Freehold

EPC

Energy Efficiency Rating G

AUCTION SURVEYOR

Wendy Alexander

NOTE

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

VIEWING

Strictly by appointment with our joint agents Miller Countrywide Bodmin. Tel: 01208 77991



LOT 203 Beauford House, 1 Ford Valley, Dartmouth, Devon TQ6 9ED
***GUIDE PRICE £250,000 - £275,000**



- Spacious Victorian town house.
- 3 Bedrooms.
- Arranged over three floors.
- Large cellar providing storage/workshop.
- Private garden and parking for two cars.



LOCATION

Located close to the town centre of Dartmouth a beautiful Devon waterside town, particularly well known as a sailing centre with its excellent facilities for yachtsmen and its famous annual Royal Regatta. The town is surrounded by stunning countryside and a short drive from some of the most beautiful beaches in the area. Dartmouth provides and has an excellent range of shops, restaurants and galleries. There are several excellent golf courses within easy reach and railway links to London, Paddington, can be made locally at Totnes, about 13 miles to the north. Access to the A38 Devon Expressway at Buckfastleigh is about 19 miles away.

DESCRIPTION

Beauford House is a Victorian town house, end of terrace and is situated within easy walking distance of the town centre. The accommodation is arranged over three floors with spacious kitchen/dining room, living room, 3 bedrooms master en-suite, bathroom and has a large cellar providing an excellent storage area or possible workshop. There is a delightful rear garden and the property benefits from off-street parking.



ACCOMMODATION

Lower Ground Floor Cellar area split into three separate rooms, storage, family room/games room, cellar room.

Ground Floor Entrance hall, living room, kitchen/dining room rear lobby with door to rear, cloakroom wc.

First Floor Landing, master bedroom en-suite, bedroom two and three, bathrooms.

Outside There is a rear garden offering privacy and the property benefits from off-street parking for two vehicles.

TENURE

Freehold

EPC

Energy Efficiency Rating E

AUCTION SURVEYOR

Audrey Smith

VIEWING

Strictly by appointment with our joint agent Fulfords Dartmouth 01803 832223



LOT 204 15 Combe Street, Hope Terrace, Chard, Somerset TA20 1JA
***GUIDE PRICE £150,000 - £175,000**



- Three/four bedroom Georgian town house.
- Grade II Listed with many original features for continued updating.
- Spacious accommodation arranged over four floors.
- Modern bathroom and kitchen.
- Close to the town centre.



LOCATION

The property is positioned conveniently within close walking distance to local amenities. Chard is geographically the highest town in Somerset and nestles in a corner of South Somerset between Dorset and Devon. Chard is a market town that offers a good range of local shops and amenities to include supermarkets, medical facilities and a variety of clubs and societies. The town is well served with primary and secondary schools. It lies on the A30 road near the Devon border, c.15 miles south west of Yeovil and c.14 miles south of Taunton with access to the M5 Motorway.

DESCRIPTION

A Grade II Listed, three/four bedroom Georgian terrace property requiring continued modernisation. The spacious accommodation is arranged over four floors, with many original features such as wooden and flagstone floors, picture rails and fire places remain in many of the rooms. The accommodation includes separate, lounge, dining room, modern kitchen, utility and shower room, modern bathroom and large cellar. Outside there is front paved area and an enclosed rear courtyard garden.



ACCOMMODATION

Cellar Accessed from the dining room to: Cellar room with hobbies room/bedroom four.

Ground Floor Entrance lobby, hallway, lounge, dining room with double doors to rear courtyard and stairs down to cellar, kitchen, utility, shower room.

First Floor Bedroom, family bathroom.

Second Floor Two further bedrooms.

Outside Paved front area and enclosed rear courtyard.

TENURE

Freehold

EPC

Energy Efficiency Rating N/A

AUCTION SURVEYOR

Audrey Smith

VIEWING

Strictly by appointment with our joint agent Palmer Snell Taunton 01823530142



LOT
205 Taro House, 1 Lamb Park, Par, Cornwall PL24 2JB
***GUIDE PRICE £125,000 - £150,000**



- Vacant three bedroom
- End of terrace property
- Requiring refurbishment
- Private enclosed gardens
- Garage, additional on drive parking and outbuilding

LOCATION

Lamb Park enjoys a no-through road position in the highly regarded village of Par, which boasts a range of local shops and post office, public houses, nursery and primary school, railway station with trains running from Plymouth to Penzance, fishing harbour and sandy beach, along with both indoor and outdoor markets, being circa 2 miles from the Eden project. Further facilities and amenities are available at St Austell circa 3.5 miles.

DESCRIPTION

A deceptively spacious three bedroom end of terrace property requiring a programme of refurbishment in this highly sought after location within Par village. The property boasts private gardens with mature shrubs, patio seating areas and useful utility area and outbuilding, along with a garage and additional on drive parking.

ACCOMMODATION

Ground Floor Kitchen/breakfast room, sitting room, dining room with steps down to sun room.

First Floor Landing, three bedrooms and bathroom.

Outside Largely level and private gardens with mature shrubs and patio seating areas, utility area, outbuilding and garage with additional on drive parking.

TENURE

Freehold

EPC

Energy Efficiency Rating To be confirmed

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Miller Countrywide - St Austell, Tel: 01726 66435



LOT
206 35 Priory Road, Plymouth, Devon PL3 5EW
***GUIDE PRICE £125,000+**



- Three bedroom end of terrace house
- Ideal investment opportunity currently let and generating a modest income of £675 pcm/£8,140 pae
- Highly sought after location
- Potential for further improvement/reconfiguration of the existing accommodation
- Private low maintenance gardens

LOCATION

Priory Road is situated in the favoured residential area of Lower Compton being conveniently situated for the facilities and amenities of Mutley Plain and Plymouth city centre beyond, local bus routes, the A38 and the main line railway station.

DESCRIPTION

A three bedroom end of terrace house offering good sized open plan living accommodation and having the benefit of low maintenance patio style gardens and elevated patio seating area. Whilst already a generously proportioned family home and successful residential lettings venture with established tenants on a rolling assured shorthold tenancy, the property also offers the clear potential, subject to any requisite consents, for further improvements/reconfiguration of the existing layout and conversion of the loft space to create additional accommodation.

ACCOMMODATION

Ground Floor Entrance porch, lounge/diner through to the kitchen with door to the garden.

First Floor Landing, three bedrooms, bathroom and separate wc.

Outside Low maintenance patio style gardens with raised seating area and a pedestrian gate leading to the front of the property.

TENURE

Freehold

EPC

Energy Efficiency Rating E

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Fulfords Drake Circus, Tel: 01752 223355



LOT 207 Land Off Clapper Lane (Previously Allotments), Honiton, Devon EX14 1QH
 *GUIDE PRICE £275,000 - £300,000



- Rare Development Opportunity.
- Outline application for construction of 10 dwellings and re-location of allotment gardens.
- Site measurement c.0.37 hectares/0.92 acres.
- Close to Honiton town centre.



LOCATION

Located close to Honiton town centre which is situated approximately 13 miles east of Exeter and 23 miles south of Taunton at the junction of the A30 and A35 trunk roads. A30 dual carriageway which gives easy access to the M5 motorway at Junction 29. Honiton also benefits from a mainline railway station which has connections to Exeter and London Waterloo.

DIRECTIONS:

As you approach Honiton from the east, head for the town centre. At the mini roundabout head towards the town centre down High Street (A375). Clapper Lane is the first right turn after the roundabout. The existing access to the site is on your left after approximately 100m, immediately after No.16 Clapper Lane.

DESCRIPTION

A residential development site on the west side of Clapper Lane immediately before the turn into Charles Road , c.0.37 hectares/0.92 acres . The planning approval is for 10 dwellings and the relocation of the existing allotment gardens contained within the site to a different part of the site. When split, the proposed residential development area (on the site of the existing allotments) extends to c. 0.27 hectares/0.67 acres (hatched green on the location plan) and the new allotments designated area extends to c.0.10 hectares/0.25 acres (hatched red). A new access road will serve the scheme and the allotments and provide access to 3rd party properties.

TENURE

Freehold

PLANNING

Outline planning application under reference number 13/2508/MOUT for the construction of 10 no. dwellings and re-location of allotment gardens (access to be considered), Location-Land Off Of Clapper Lane (Previously Allotments) Honiton by East Devon District Council on 03 July 2014.

AS106 Agreement was entered into 02 July 2014 requiring contributions to open space and the provision of allotments. Interested parties must make and rely upon their own planning enquiries of East Devon District Council Planning Department.

EPC

Energy Efficiency Rating N/A

AUCTION SURVEYOR

Audrey Smith

NOTE

This map is for identification purposes only All dimensions and boundary positions to be checked on site. (NOT TO SCALE)
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VIEWING

Strictly by appointment with our joint agent Fulfords Honiton Tel: 01404 44744 or Fulfords Land and Planning - Tel: 01392 813300



Proposed Scheme

LOT
208

Summerfields, 2B Manor Park, Kingsbridge, Devon TQ7 1BB

*GUIDE PRICE £275,000 - £300,000



- Modern, spacious detached property.
- Four bedrooms with open plan kitchen/diner lounge.
- Master bedroom en-suite.
- Off road parking with raised gardens and sun terrace.
- Far reaching rural views over the valley.



LOCATION

The market town of Kingsbridge is situated in the South Devon Area of Outstanding Natural Beauty and sits on its own estuary surrounded by countryside, making it popular for walking and sailing with many beaches close by. The town offers a varied selection of shops, cafés, restaurants and pubs open all year with the Food and Music Festival each summer.

DESCRIPTION

An attractive spacious, modern detached house which enjoys open plan kitchen/diner lounge living space, downstairs cloakroom, utility room, four bedrooms with the master en suite bathroom, family bathroom, off road parking for two vehicles and raised gardens with sun terrace and lawn which enjoy rural views.

ACCOMMODATION

Ground Floor Door to open plan kitchen/diner and lounge with three sets of French doors to outside, utility room, cloakroom wc.

First Floor Landing, master bedroom with en-suite bathroom, three further bedrooms and family bathroom.

Outside The property has a driveway providing parking for two vehicles, the front door is approached by a set of steps, there is a terrace area which is at the front of the property.

To the side of the property there is an attractive sun terrace with steps leading up to a lawn with flower beds beyond.

TENURE

Freehold

EPC

Energy Efficiency Rating B

AUCTION SURVEYOR

Audrey Smith

VIEWING

Strictly by appointment with our joint agent Fulfords Kingsbridge Tel: 01548 853747



LOT 209 Sharma, Parka Road, St. Columb Road, St. Columb, Cornwall TR9 6PG
***GUIDE PRICE £45,000 - £55,000**

- One bedroom bungalow
- Popular village location
- Perfect investment, retirement or first property
- Low maintenance

LOCATION

Sharma is located in the popular village of St Columb offering a range of day to day facilities and primary school, with further facilities and amenities available from the nearby villages of Indian Queens, Fraddon and Bodmin circa 10 miles via the A30.

DESCRIPTION

A low maintenance one bedroom bungalow situated in the popular village of St Columb. The property is likely to appeal to the residential lettings investor and those looking for a retirement/first home.

ACCOMMODATION

Ground Floor Open plan sitting/dining room with kitchenette, bedroom with shower cubicle, wc.

TENURE

Freehold

EPC

Energy Efficiency Rating F

VIEWINGS

Strictly by appointment with our joint agents Miller Countrywide Newquay. Tel: 01637 871242

AUCTION SURVEYOR

Wendy Alexander



LOT 210 Flat 1, 17 Church Street, Paignton, Devon TQ3 3AF
***GUIDE PRICE £60,000+**

- Investment Opportunity.
- Currently let on an AST, current rental income £500 pcm/£6,000 pae.
- One bedroom, first and second floor maisonette.
- Parking space to the front.
- Close to town.

LOCATION

Paignton is in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

DESCRIPTION

A tenanted, one bedroom maisonette with shared entrance and parking. The accommodation offers open plan living/kitchen room, bedroom and bathroom. The property is let on Assured Shorthold Tenancy Agreement rental income £500pcm/£6,000pae.

ACCOMMODATION

Ground Floor Communal entrance hall, stairs to:

First Floor Door to lounge/kitchen area.

Second Floor Bedroom and bathroom.

Outside Parking space.

TENURE

Leasehold

EPC

Energy Efficiency Rating D

VIEWINGS

Strictly by appointment with our joint agent Miller Countrywide Torquay Tel: 01803 291429

AUCTION SURVEYOR

Audrey Smith



LOT
211

Plot 3 Wendy Lodge, Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY

***GUIDE PRICE £45,000+**

- Three bedroom detached holiday lodge
- Situated in the popular Atlantic Bays holiday park
- On site facilities and amenities
- Car parking and decked balcony to three sides.
- Having the remainder of a 999 year lease

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 three bedroom detached holiday lodge situated in the popular Atlantic Bays holiday park. On site facilities include the Conservatory Bar, a shop catering for day to day needs, launderette, games room and children's play area, with further facilities and amenities at St Merryn village and Padstow. The property is to be sold fully furnished and ready to let with onwards bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, inner hallway, master bedroom with en-suite shower room, two further bedrooms and family bathroom.

Outside Decked balconied seating area to three sides, car parking and use of the on site facilities and amenities.

TENURE

Leasehold

EPC

Energy Efficiency Rating N/A

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Stratton Creber Padstow. Tel: 01841 532230



LOT 212 Grey Gables, Common Moor, Liskeard, Cornwall PL14 6ER
***GUIDE PRICE £350,000+**



- Four bedroom detached house for refurbishment/replacement subject to any requisite consents
- Gardens & lightly wooded grounds of 1.52 hectares/3.76 acres
- Rural and waterside views over Siblyback Lake
- 50' x 30' detached block built outbuilding comprising of three linked bays and being two storey in part.
- Cash buyers only

LOCATION

Situated in an Area of Outstanding Natural Beauty on the southern slopes of Bodmin Moor and adjacent to Siblyback Lake Water Park which offers a wide range of water based activities from rowing boat hire through sailing, windsurfing and canoeing to the adrenaline filled sport of wakeboarding and glorious countryside walks. Nearby villages cater for day to day facilities whilst the market town of Liskeard is approximately 4 miles distant along with a main line railway station.

DESCRIPTION

Grey Gables is a stunningly located four bedroom detached house which has been in the same family ownership since the 1960's, enjoying formal gardens and lightly wooded grounds of circa 1.52 hectares/3.76 acres, accessed via its own sweeping driveway and enjoying a high degree of privacy. In addition to the main dwelling, which would benefit from continued refurbishment, there is a detached block built outbuilding of circa 50' x 30' comprising of three linked bays with a mezzanine level over the central bay, which may offer further development potential. Whilst already a sizeable family home in need of continued improvements, others may seek to redevelop the property with a Grand Designs type scheme upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

ACCOMMODATION

Ground Floor Entrance hall, sitting room, dining room, kitchen, utility room. **Half Landing** Bathroom and WC. **First Floor** Landing and four bedrooms. **Outside** Formal gardens and woodland, detached outbuilding and parking for several vehicles.

TENURE

Freehold

EPC

Energy Efficiency Rating F

AUCTION SURVEYOR

Wendy Alexander

NOTE

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

VIEWING

Strictly by appointment with our joint agents, Stratton Creber Liskeard. Tel: 01579 343561



LOT
213

81 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL

*GUIDE PRICE £15,000 - £20,000



- Two bedroom
- Semi detached holiday bungalow
- Situated on the popular Hengar Manor holiday park
- On site facilities and amenities
- 35 acre parkland setting

LOCATION

Hengar Manor holiday park is located on the rural fringes on St Tudy, in proximity of the North Cornwall Coastline. The site enjoys circa 35 acres of communal gardens and grounds, incorporating fishing lakes, parkland and woodlands. On site facilities include a golf course, tennis courts, indoor swimming pool with sauna and beauty treatment rooms, games room and restaurants.

DESCRIPTION

A two bedroom semi detached holiday bungalow located on the popular Hengar Manor holiday park. The property has enjoyed recent refurbishment and enjoys a quiet setting on the park with no passing traffic and is adjacent to open countryside. The property is to be sold with any onwards bookings to be transferred and fully furnished.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, two bedrooms and bathroom.

Outside Communal gardens and grounds, with use of the on site facilities and an allocated parking space.

TENURE

Leasehold

EPC

Energy Efficiency Rating F

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Stratton Creber Bodmin. Tel: 01208 74422



LOT
214 4 Lynher View, Rilla Mill, Callington, Cornwall PL17 7NY
***GUIDE PRICE £100,000+**



- Vacant three bedroom semi detached house
- Repaired Cornish Unit
- Front and rear gardens
- Highly sought after village location
- Rural views of the Lynher valley from the rear of the property

LOCATION

The sought after village of Rilla Mill has a popular public house, with the river Lynher running through the village. The nearby villages of Coads Green, Upton Cross and Pensilva offer a range of facilities including primary school, post office, mini-market, doctors surgery and church. There is also a school bus service to the town of Callington circa 7 miles, offering a comprehensive range of facilities and amenities, along with Liskeard circa 6 miles and having the benefit of a main line railway station.

DESCRIPTION

A vacant three bedroom semi detached house situated in the picturesque village of Rilla Mill and having the benefit of front and rear gardens with uninterrupted rural views across the Lynher valley from the rear of the property. The property is a repaired Cornish Unit and therefore deemed suitable for mortgage purposes and is likely to appeal to both owner occupiers and the residential lettings fraternity in this popular location.

ACCOMMODATION

Ground Floor Entrance hall, kitchen with utility room off, sitting room.

First Floor Landing, three bedrooms, bathroom and separate WC.

Outside Front garden being mainly laid to lawn and having the benefit of two outbuildings, with a decked seating area and small area of lawn to the rear enjoying open rural views across the Lynher valley.

TENURE

Freehold

EPC

Energy Efficiency Rating E

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents Miller Countrywide Callington. Tel: 01579 383585.



LOT
215 41 Carlton Road, Torquay, Devon TQ1 1LZ
***GUIDE PRICE £140,000 - £160,000**



- A spacious three bedroom terrace property and annex over three levels.
- The lower floor annex/garden flat requiring complete refurbishment.
- Main house requires refreshment/updating.
- Development opportunity subject to requisite consents.



LOCATION

Torquay is set in The English Riviera, on the South coast of Devon and is 22 miles south of Exeter and 34 miles East of Plymouth. Other neighbouring towns include Paignton, Newton Abbot and Kingskerswell. Local amenities include several sandy beaches, a bowling alley and local town shops.

DESCRIPTION

A spacious mature terrace property arranged over three levels. The main house requires updating/refreshment, the accommodation offers spacious open plan lounge/dining room and kitchen to the ground floor and three bedrooms and family bathroom/shower room to the first floor. The lower floor has been separated to form an annex/garden flat and is now accessed via the rear garden and requires complete refurbishment/renovation or development, subject to requisite consents. Outside there is a small front walled patio area and rear garden. This property would be an ideal builder/development opportunity or would make an ideal family home or investment.

ACCOMMODATION

Lower Ground Floor Annex/garden flat accessed from the rear garden, currently a large open room with cloakroom wc, for refurbishment, subject to requisite consents.

Ground Floor Main house- Entrance with hallway with under stair storage, open plan kitchen/lounge/dining room.

First Floor Landing, three bedrooms, modern family bathroom.

Outside Front walled area and rear garden requiring formalisation.

TENURE

Freehold

EPC

Energy Efficiency Rating To be confirmed

AUCTION SURVEYOR

Audrey Smith

NOTE

Interested buyers must make or rely on their own enquiries to Torbay District Council planning@torbay.gov.uk or Tel:01803 291429.

VIEWING

Strictly by appointment with our joint agent Miller Countrywide Torquay Tel: 01803 291 429.



LOT
216 Hengar Lodge, St. Tudy, Bodmin, Cornwall PL30 3PJ
***GUIDE PRICE £150,000 - £175,000**



- Three bedroom detached house for refurbishment
- Sought after rural location on the outskirts of the popular village of St Tudy
- Garage, garden and additional on drive parking

LOCATION

St Tudy is a popular moorland village on the western fringes of Bodmin moor and circa 5 miles from Wadebridge. The village has the benefit of a community shop and post office, village inn, chapel, church, pre-school and primary school, with further facilities available at the town centres of Bodmin and Wadebridge.

DESCRIPTION

A detached three bedroom property requiring comprehensive refurbishment situated on the rural fringes of the popular village of St Tudy. Hengar Lodge enjoys a high degree of privacy and has the benefit of a detached double garage, additional on drive parking and enclosed gardens.

ACCOMMODATION

Ground Floor Entrance porch, hallway, sitting room, dining room, kitchen/breakfast room with rear porch off, utility room and wc.

First Floor Landing, three bedrooms and bathroom.

Outside Level gardens being mainly laid to lawn, detached double garage and additional on drive parking.

TENURE

Freehold

EPC

Energy Efficiency Rating N/A

AUCTION SURVEYOR

Wendy Alexander

NOTE

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VIEWING

Strictly by appointment only. Block viewings are being conducted by Miller Countrywide Wadebridge. Tel: 01208 812117



LOT
217 83 Malmesbury Road, Southampton, Hampshire SO15 5FP
***GUIDE PRICE £165,000+**



- Three bedroom terraced house close to Southampton city centre being an ideal investment opportunity.
- Local shopping closeby in Shirley High Street and more extensive shopping in the West Quay complex.
- Superb road links to M3 and M27 Motorways .
- Southampton mainline railway station to London Waterloo in about 80 minutes.

LOCATION

The property is located in a convenient position close to the local shopping facilities in Shirley High Street. More comprehensive amenities are available in Southampton city centre including West Quay shopping complex. Southampton benefits from having a mainline railway station which provides access into London Waterloo station in just 80 minutes. In addition to the railway there are also superb motorway links; the M3 can be accessed via The Avenue whilst the M27 is accessed via Thomas Lewis Way. The city centre offers numerous parks such as Southampton Common which has over 300 acres of parkland providing recreational facilities. Southampton international airport is situated a short drive away. The property is located in Malmesbury Road which leads into Shirley Road (A3057) lying to the north west of the city centre.

DESCRIPTION

Three bedroom terraced house in convenient location for Shirley High Street being ideal for investors.

ACCOMMODATION

Ground Floor Entrance hallway, lounge, reception room, kitchen.

First Floor Three bedrooms, family bathroom.

Outside Small front garden. Enclosed rear garden.

TENURE

Freehold

EPC

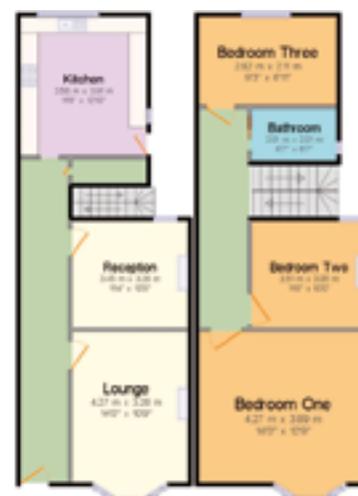
Energy Efficiency Rating D

AUCTION SURVEYOR

Audrey Smith

VIEWING

Strictly by appointment with our joint agents Morris Dibben – Southampton Tel: 02380 228822



LOT 218 10 Shapwick Road, Poole, Dorset BH15 4AP
***GUIDE PRICE £129,000+**



- Three bedroom terraced house for complete refurbishment.
- Ideal project for a builder or a great investment opportunity.
- Easy access into Poole town centre with its extensive array of retail outlets in Dolphin Shopping Centre.
- Located on the verge of Poole Harbour with an array of leisure opportunities including sailing and windsurfing.
- Walking distance from Hamworthy Park.

LOCATION

Poole is a large coastal town and seaport lying about 21 miles east of Dorchester and adjoining Bournemouth to the east. Poole is a most popular tourist resort, attracting a multitude of visitors with its large natural harbour and blue flag beaches. In particular, Poole Harbour and Poole Bay are popular areas for a number of recreational pursuits including sailing, windsurfing, kitesurfing and water skiing. The town has a busy commercial port having cross-Channel freight and passenger ferry services. The headquarters of the Royal National Lifeboat Institution are in Poole and the Royal Marines also have a base in the town's harbour. Poole is the home to a significant part of Bournemouth University. The property is located in Shapwick Road which is off Blandford Road (B3068) located about a mile south west of Poole town centre.

DESCRIPTION

A three bedroom terraced house requiring complete refurbishment, close to Poole town centre and Poole Harbour, being an ideal opportunity for builders and investors.

ACCOMMODATION

Ground Floor Entrance hall, living room, dining room, kitchen.

First Floor Three bedrooms, bathroom.

Outside Small front garden. Rear garden.

TENURE

Freehold

EPC

Energy Efficiency Rating D

AUCTION SURVEYOR

Audrey Smith

NOTE

NOTE: This property will not be sold prior to auction it will be going to the Auction room.

VIEWING

Strictly by appointment with our joint agents Palmer Snell - Poole Office Tel: 01202 622688



LOT 219 95 Waterside Holiday Park, Dartmouth Road, Paignton, Devon TQ4 6NS
***GUIDE PRICE £12,000 - £15,000**

- Three bedroom static caravan.
- Holiday home for use fifty weeks of the year.
- On site Arcade and amusements.
- Pet friendly site.
- Facilities include a pool and mini mart.

LOCATION

Waterside Holiday Park, is an elevated site just outside Paignton in the popular tourist area of Goodrington. Set in a hill side location above the town, and close to the fabulous beaches and attractions in the heart of the English Riviera between Torquay and Brixham. There are many local shops and facilities including a water park, cinema complex and many other amenities including the famous Paignton Zoo.

DESCRIPTION

A detached three bedroom holiday home for use fifty weeks of the year. The property benefits from a lounge, fitted kitchen, shower room, separate cloakroom and three bedrooms. Site facilities include an arcade and amusement game zone, outdoor swimming pool, laundrette and is pet friendly. Parking is available in close proximity to the home.

ACCOMMODATION

Caravan Double doors to open plan lounge/dining room, kitchen area, inner hall, bedroom one double bed, bedroom two and three are twin rooms, shower room, wc.

TENURE

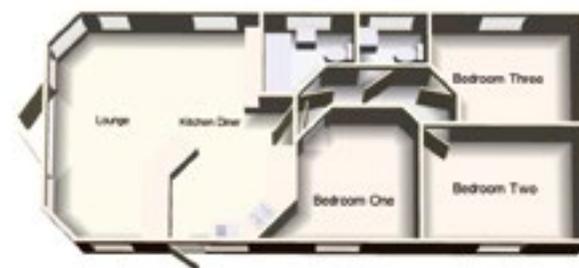
Leasehold

VIEWINGS

Strictly by appointment with our joint agent Fulfords Countrywide Paignton 01803 527523

AUCTION SURVEYOR

Audrey Smith



LOT 220 Flat 1, Chestnut House, 127-129 High Street, Poole, Dorset BH15 1AN
***GUIDE PRICE £119,000+**

- A two bedroom flat in Poole
- Well maintained throughout
- Popular central location
- Lease length 125 years from 21st June 2005

BY ORDER OF



LOCATION

Poole is a large coastal town and seaport lying about 21 miles east of Dorchester and adjoining Bournemouth to the east. Poole is a most popular tourist resort, attracting a multitude of visitors with its large natural harbour and blue flag beaches. In particular, Poole Harbour and Poole Bay are popular areas for a number of recreational pursuits including sailing, windsurfing, kitesurfing and water skiing. The town has a busy commercial port having cross-Channel freight and passenger ferry services. The headquarters of the Royal National Lifeboat Institution are in Poole and the Royal Marines also have a base in the town's harbour. Poole is the home to a significant part of Bournemouth University.

DESCRIPTION

A well maintained two bedroom first floor flat in a popular location making this an ideal investment for any buy to let investors or owner occupiers.

ACCOMMODATION

First Floor Entrance Hall, Two Bedrooms, Lounge, Kitchen, Bathroom.

TENURE

Leasehold

EPC

Energy Efficiency Rating C

VIEWINGS

Strictly by appointment please call 0870 240 1140



LOT
221

49 & 49A High Street, Falmouth, Cornwall TR11 2AF

*GUIDE PRICE £275,000+



- A substantial three storey, Grade II Listed mixed residential/commercial property with additional basement rooms.
- Currently comprising of 3 x two bedroom, two storey apartments and an art gallery with basement rooms
- Currently let and generating a modest gross income of £2680 pcm/£32,160 pae
- Enjoying views over the harbour and estuary from the upper levels
- Private garden to the rear

LOCATION

The vibrant harbour town of Falmouth offers a superb range of shops, cafés and restaurants, with regular passenger ferries from Prince of Wales Pier to Flushing and St Mawes, along with the National Maritime Museum, and full range of marina facilities on North Parade. Falmouth was recently voted, once again, as one of the best places to live anywhere in the country by The Sunday Times and has a thriving student population.

DESCRIPTION

A superb opportunity to acquire a substantial and multi faceted property located in the highly sought after historic harbour town of Falmouth. The property currently comprises of three x two bedroom, two storey apartments with the two upper apartments enjoying glorious panoramic views over the harbour and estuary, the lower apartment enjoying a private lawned garden area accessed via Barracks Ope and an art gallery accessed from High Street with additional basement rooms below. Whilst already being a very attractive investment opportunity the property would also offer the opportunity for further residential conversion of the gallery and a break up and resale opportunity of the apartments, subject to any requisite consents, upon which interested parties must make and rely upon their own enquiries of Cornwall Council Planning Department.

ACCOMMODATION

The Gallery Two viewing/display rooms with steps down to two storage rooms and a shower room. **Flat C:** Accessed from Barracks Ope: An external staircase leads to an open plan living/dining/kitchen area, with staircase down to two bedrooms and a bathroom. **Outside** Private lawned garden area. **Communal hallway located to the right hand side of the gallery** Stairs rising to **Flat A:** Entrance hall, sitting room with views over the estuary, kitchen/dining room. **Second Floor** Two bedrooms and bathroom. **Flat B:** Entrance hall, sitting room with views over the estuary, kitchen/dining room. **Second Floor** Two bedrooms and bathroom.

TENURE

Freehold subject to any tenancies which may be in place

EPC

Energy Efficiency Rating N/A

AUCTION SURVEYOR

Wendy Alexander

VIEWING

Strictly by appointment with our joint agents, Miller Countrywide Falmouth. Tel: 01326 318181



LOT 222 Mountfield Lodge, Axminster Road, Musbury, Axminster, Devon EX13 8AZ
***GUIDE PRICE £300,000+**

- A Grade II Listed Building in Axminster
- Currently split into four flats
- Rare Opportunity
- Requires Extensive Renovation
- Freehold

LOCATION

The historic village of Musbury is conveniently situated between the bustling market town of Axminster with its main line rail station and the coast at Axmouth and Seaton. The village hosts a range of facilities including a primary school, pre-school, church, garage with shop, post office, a local pub and village hall. The revered Colyton Grammar school is just c 3 miles distant. Axminster provides a main line station on the London Waterloo line and good road connections to the M5 and the A303.

DESCRIPTION

A substantial 12/13 bedroom detached property now requiring extensive restoration and offering huge potential making this an ideal investment for any builders/developers, buy to let investors or home owners. All interested buyers are to rely on their own enquiries with local planning office - East Devon District Council - 01395 516551.

ACCOMMODATION

Estimated Accommodation - 8/10 Bedrooms, 6/8 Reception rooms, 4 bathrooms, 3 garages and 2 outbuildings. It has front, side and rear gardens.

TENURE

Freehold

EPC

Energy Efficiency Rating N/A

VIEWINGS

NO VIEWINGS ARE AVAILABLE DUE TO CONDITION



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Authorisation for Bidding by Proxy or by Telephone

I
of Address:
..... Postcode:

Home Tel: Business Tel:.....
Mobile Tel: Email:.....

Hereby authorise Countrywide Property Auctions to bid on my behalf whether by proxy or by telephone for the property detailed below. I confirm that I have carefully read and understand the Conditions of Sale and the Conditions for bidding by Proxy or Telephone, both contained in this catalogue, and the Special Conditions of Sale (Articles of Roup for Scottish property) for the property concerned. **THIS IS A PROXY BID** **TELEPHONE BID**

PROPERTY AND BID DETAILS

Lot No: Address:

MAXIMUM BID (PROXY BIDS ONLY) £

(NOTE: The bid must be a definite figure ending either in £000, £250, £500 or £750)

(Words)

Cheque* bankers draft* bank transfer* debit/credit card for 10% deposit (£3,000 minimum) £ enclosed herewith (made payable to Countrywide Property Auctions). **Please see Note 3 regarding cleared funds below.**

Buyer's Administration Charge Should my bid be successful I agree to pay a Buyer's Administration Charge of £750 plus VAT at 20% (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to Countrywide Property Auctions, the auctioneers

My Solicitors are:
of (Address):
..... Postcode:

Tel: Person Acting:.....

If my bid is successful I FURTHER AUTHORISE the Auctioneer to sign the Memorandum of Sale (Minutes of Preference and Enactment for Scottish property) on my behalf and, as such, I recognise that I will then be the fully bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the Conditions of Sale

Signed: Date:

DATA PROTECTION ACT: We will keep your personal data on file and may pass these onto other organisations which are part of or connected with the Countrywide Group who may wish to offer you financial or property related services. If you do not want this service please tick here .

Terms & conditions for bidding by proxy or by telephone

- THE FORM.** The adjacent form must be fully completed, signed and dated by the prospective purchaser (referred to below as "The Bidder") and delivered to Countrywide Property Auctions (referred to below as "The Auctioneers") to be received not less than 24 hours prior to the start of the auction together with the appropriate payment. A separate form should be completed for each lot for which a Bidder requires the Auctioneers to bid. For telephone bids there are a limited number of phone lines available at the auction so acceptance of telephone bids is managed strictly on a first come first served basis.
- PROOF OF IDENTITY.** To adhere to the requirements of the current Money Laundering Regulations, either the originals or copies certified by a Solicitor or a member of Countrywide plc staff, of the following documents must be provided and sent to the Auctioneers with this form, as follows: Personal Identification – Either Current Signed Passport or Current UK Driving Licence or Inland Revenue Tax Notification or Fire Arms Certificate Evidence of Address – Either Public Utility Bill issued within the last three months or Local Authority Tax Bill or Bank, Building Society or Credit Union Statement containing current address or The most recent original Mortgage Statement or Current UK Driving Licence (if not used as an identity document). If you are buying on behalf of a third party, Company or anyone other than yourself please contact the Auctioneers now prior to completing the form.
- THE DEPOSIT.** 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. **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 Property Auctions (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit and credit card (subject to an additional charge). Please note we do not accept cash. Should your telephone or proxy bid not be successful, all cleared funds would be returned within 48 hours of the auction closing.
- PROXY BID.** The Auctioneer or his staff will compete in the bidding up to the maximum of the authorised Proxy bid. If successful, the purchaser will be informed as soon as is practicable. This bid is binding on the bidder up to 6pm on the day of the Auction to allow for the possibility on unsold lots that the Vendor agrees to sell post auction at a figure below the reserve price. Where two equal bids are made by two separate bidders, the first bid received will take preference.
- TELEPHONE BID.** A member of the Auctioneer's 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 or the Bidder's agent. The bidder accepts that they are unable to participate in the auction if it is impossible to obtain telephone contact or the line breaks down.
- THE CONTRACT.** At auction, a contract is created at the fall of the Auctioneer's hammer. If a bid is successful therefore, the Auctioneer is authorised to sign the Memorandum of Agreement (Minutes of Preference and Enactment for Scottish property)
- DISCLOSURE OF BID.** The amount of any proxy or telephone bid will not be disclosed to the Vendor or any other party except senior members of the Auctioneer's staff.
- CHANGE OF MIND.** If the Bidder wishes to withdraw the bid or wishes to attend the auction to bid himself, then it is the Bidder's responsibility that the Auctioneer for the day is informed personally before the lot in question is offered for sale.
- AUCTIONEER'S LIABILITY.** The Auctioneers will do their utmost to conform with the instructions of the Bidder, but will accept no liability whatsoever for any bid not being made on behalf of the Bidder, whether through lack of clarity of instruction or any other reason.
- PLEASE RETURN FORM TO: AUCTIONS ADMINISTRATION CENTRE, COUNTRYWIDE PROPERTY AUCTIONS, 50 BELGRAVE ROAD, PIMLICO, LONDON SW1V 1RQ**
- PERSONAL RECORD**
Lot No
Proxy Bid £.....
Maximum Telephone Bid £.....
Date Sent
Amount of deposit £.....

Legal packs for all lots are available to view online



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

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PROPERTY
Auctions

Common Auction Conditions

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:

1. **Glossary** – The glossary gives special meanings to certain words used in both sets of conditions.
2. **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.
3. **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 disapplied 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.

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.

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 £2,000 (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 tenants' 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 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** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
 - (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** 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's** 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

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- 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 I of the Landlord and Tenant Act 1987.
- G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at **completion**;
 - (b) for such title as the **seller** may have; and
 - (c) with no title guarantee; and the **buyer** has no right to terminate the **contract** or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
 - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.
- G20. TUPE**
- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
- (a) The **seller** must notify the **buyer** of those employees whose **contracts** of employment will **transfer** to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
 - (b) The **buyer** confirms that it will comply with its obligations
- under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the **contracts** of employment between the Transferring Employees and the **seller** will **transfer** to the **buyer** on **completion**.
 - (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.
- G21. Environmental**
- G21.1 This **condition** G21 only applies where the **special conditions** so provide.
- G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the lot and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the lot.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This **condition** G22 applies where the lot is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
- (a) service charge expenditure attributable to each **tenancy**;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows 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:

 - (i) 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;
 - (ii) These Extra Conditions of Sale (otherwise known as the Extra Conditions of Sale);
 - (iii) 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 £2,000, 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.

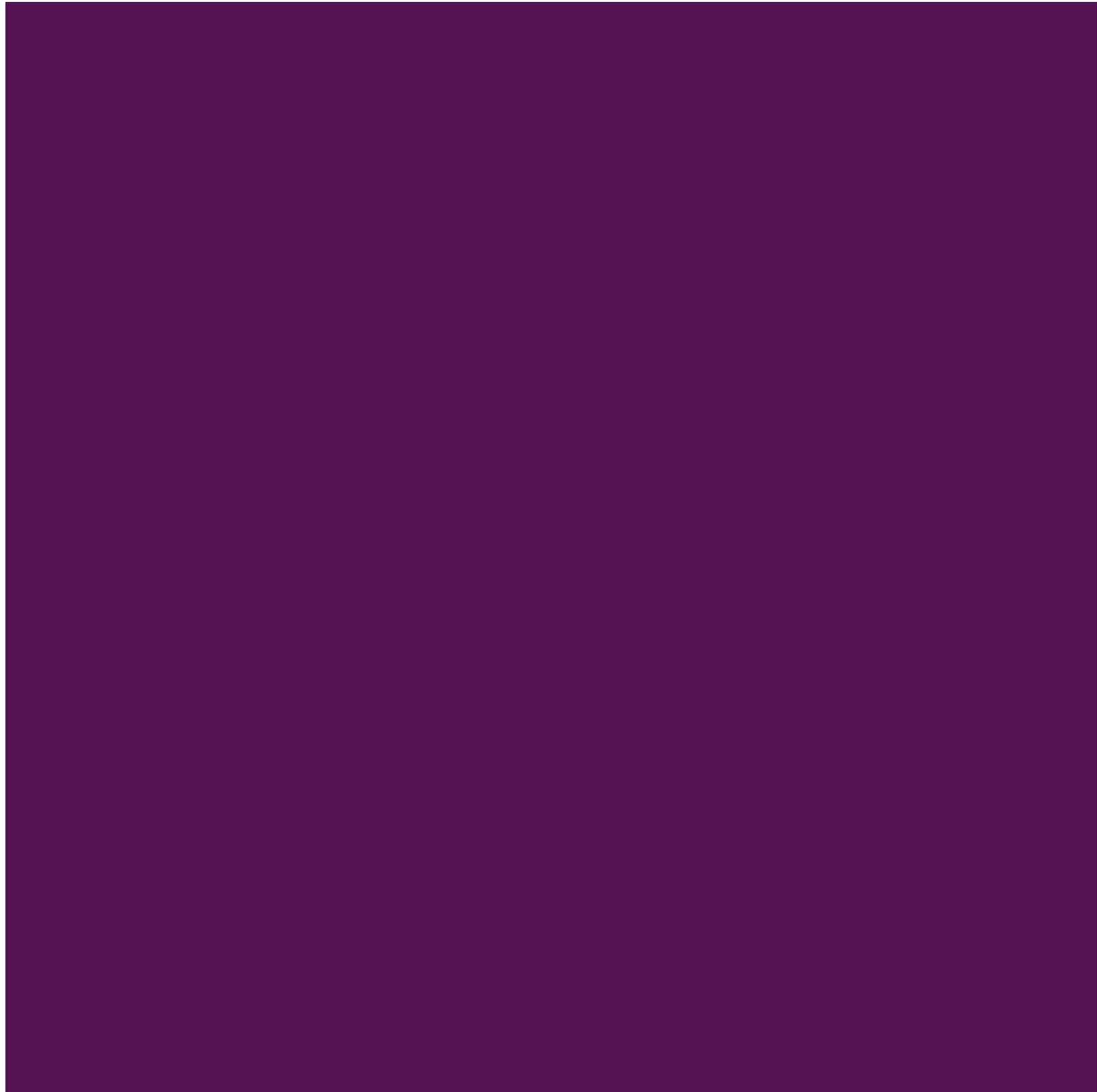
G30.6 **Misrepresentations** The **Buyer** acknowledges that:

 - (a) 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**;
 - (b) Any such statement or representation as referred to in paragraph (a) above does not form part of this Agreement; and
 - (c) 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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