

# Property Auction

Commercial and residential property for sale

Working in partnership with



**Wednesday 24th October at 1.00pm**

Sandy Park Conference Centre  
Sandy Park Way  
Exeter EX2 7NN



# Auction venue & calendar



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

## Exeter Office

Tel: 01395 275691

## Auction programme 2018/19

### AUCTION DATES

6th December

28th February 2019

25th April

27th June

5th September

24th October

11th December

### CLOSING DATES

14th November

29th January 2019

26th March

21st May

6th August

24th September

12th November

## 23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.

### SHEFFIELD



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

**Sheffield Office**  
Tel: 0114 254 1185

Auction	Closing date
1 November	4 October
12 December	14 November
6th March 2019	1st February 2019
1st May	29th March
4th July	31st May
18th September	16th August
30th October	27th September
17th December	15th November

### LLANELLI



Parc y Scarlets  
Llanelli  
SA14 9UZ

**Head Office**  
Tel: 01267 221554

Auction	Closing date
9 May	
18 July	
26 September	
28 November	

### LIVERPOOL



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

**Liverpool Office**  
Tel: 0151 207 6315

Auction	Closing date
1st November	5th October
13th December	16th November
14th February 2019	18th January 2019
28 March	1st March
15th May	19th April
11th July	14th June
12th September	16th August
31st October	4th October
12th December	15th November

## Our coverage is our strength



# Auctioneer's pre-sale announcements

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at [www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk) and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

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



Countrywide  
Property Auctions

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

### GUIDE PRICE

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum

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

### RESERVE PRICE

The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the

seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### BUYER'S FEES

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

# Bidder's registration and identification form

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

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

## Bidder:

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

Address .....

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

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

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

## Bidder's solicitor:

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

Address .....

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

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

Data Protection: The information that you provide on this form and the identification documentation details requested are required under the Money Laundering Regulations 2007 for identification and security purposes, and will be retained by Countrywide for a minimum of 5 years from the above date. The details may also be supplied to other parties if Countrywide are legally required to do so.

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

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

### List A – Photographic evidence of Identity

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

### List B – Evidence of Residence

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

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

Once you have completed this form please send to:

Countrywide Property Auctions Administration Team, 109 Union Street, Torquay TQ1 3DW

# Money Laundering Regulations

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

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

1. In the case of an **individual** purchasing at auction, we will require a certified copy of a passport and utility bill.
2. In the case of an **individual acting on behalf of a third party individual**, we will require a certified copy of a passport and recent utility bill from **both parties**.
3. In the case of an **individual acting on behalf of a company** we will require details about the company including ownership information on the ultimate holding company and ultimate beneficial owners of the company, including current addresses and dates of birth.
4. If you are **unable to attend in person** or will be sending us a remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
5. Your ID will be kept on file for 3 years and we will only require updated documents if you change address.
6. Registration on the day of the auction opens from 10:30am so please ensure you arrive early to ensure we have been able to satisfactorily fulfil the necessary requirements. **In all cases we will require proof of funds.**

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

### **Photographic evidence of identity**

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

### **Evidence of Residence**

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

### **ID can be approved as follows:**

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

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

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

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

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

# Order of Sale

Wednesday **24th October**

1	Land at Canonteign Barton, Christow, Exeter EX6 7NS	£5,000+
2	Flat 2, 41 College Avenue, Plymouth PL4 7AP	£45,000+
3	33 Bellevue, Redruth, Cornwall TR15 1LF	£90,000+
4	9 Chili Road, Illogan Highway, Redruth, Cornwall TR15 3JT	£100,000–£125,000
5	Land adj to 1a Christina Park, Totnes, Devon TQ9 5UT	£60,000–£85,000
6	1 Lareys Mews, Dawlish Road, Teignmouth, Devon TQ14 8TG	£215,000+
7	2 Lareys Mews, Dawlish Road, Teignmouth, Devon TQ14 8TG	£195,000+
8	21 New Park Road, Lee Mill Bridge, Ivybridge, Devon PL21 9EB	£110,000+
9	18 Church Street, Launceston, Cornwall PL15 8AP	£140,000+
10	Kenwyn, Higher Road, Pensilva, Liskeard, Cornwall PL14 5NH	£190,000+
11	31 Victoria Place, Budleigh Salterton, Devon EX9 6JP	£295,000+
12	10 Hockens Lane, Polruan, Fowey, Cornwall PL23 1PP	£350,000–£400,000
13	Flat 1, 6 New Parade, Hill View Road, Bournemouth BH10 5BG	£95,000+
14	7a Albert Road, Eastleigh, Hampshire SO50 4JE	£90,000+
15	Hope Cottage, St. Michaels Lane, Bridport, Dorset DT6 3RQ	£70,000–£80,000
16	25 New Park Road, Lee Mill Bridge, Ivybridge, Devon PL21 9EB	£200,000+
17	Flat 1, Bartholomew House, Bartholomew Street West, Exeter EX4 3AJ	£75,000+
18	Land adj to 1 St. Marys Terrace, Penzance, Cornwall TR18 4DZ	£80,000+
19	1 Hogshill Street, Beaminster, Dorset DT8 3AE	£200,000–£225,000
20	Pine Cottage, Coronation Terrace, Blackwater, Truro, Cornwall TR4 8SY	£125,000–£150,000
21	2 Lambert Villas, 13 Tehidy Road, Camborne, Cornwall TR14 8TA	£150,000–£175,000
22	18 Southdown Road, Sticker, St. Austell, Cornwall PL26 7EW	£150,000–£175,000
23	Land adj Mermaids, Daymer Lane, Trebetherick, Cornwall PL27 6SF	£100,000–£125,000
24	Land at Chapel Lane, Canonstown, Hayle, Cornwall TR27 6ND	£20,000–£40,000
25	The Old Manse, Trevenner Square, Marazion, Cornwall TR17 0BJ	£250,000+
26	59 Primrose Lane, Kingswood, Bristol BS15 1HW	£160,000+
27	Little Ullcombe Farm, Little Ullcombe, Upottery, Honiton, Devon EX14 9PA	£155,000+

## Now collecting for our next Auction

### Thursday 6th December

### Closing 14th November

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

Tel: **01395 275691** [auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)





A parcel of amenity land situated at Canonteign, which has previously been utilised for parking.

#### LOCATION

The historic Tything of Canonteign is situated in the parish of Christow, near Chudleigh in South Devon, in the valley of the River Teign, renowned for the spectacular Canonteign Falls waterfall.

#### DESCRIPTION

An interesting opportunity to acquire a parcel of land situated just off the B3193 heading North towards Christow. The land has recently been utilised as a parking area and is situated in proximity of Teign Valley Golf Club and Canonteign Falls. The land may well lend itself, subject to any requisite consents, for occasional recreational camping/caravanning from which to enjoy the beautiful Teign valley and Dartmoor National Park.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

At any reasonable time during daylight hours and at the viewers own risk. General information Countrywide Property Auctions 01395 275691.

#### NOTE

Please be advised that the property has a public footpath running along its Northern boundary being public footpath 17 (Christow) leading down to the River Teign. Please refer to the local search within the legal pack for absolute clarification of where the path lies and the title plan for the definitive boundaries of the land. The legal pack will be available to download free of charge from our website [www.propertyauctionswest.co.uk](http://www.propertyauctionswest.co.uk).

#### NOTE

**This property will not be sold prior to auction.**



**Lambert  
Smith  
Hampton**



A studio apartment located in close proximity to Mutley Plain in Plymouth, previously tenanted for £410pcm/£4,920pa.

#### LOCATION

Mutley Plain has a vibrant high street offering an array of amenities, cafes and bars. Situated on a main bus service and within close proximity to Plymouth's railway station. Plymouth city centre is also within walking distance where you will find the Drake Circus Shopping Mall and a Pannier Market.

#### DESCRIPTION

A studio apartment located on the ground floor of a residential building, in close proximity to the main stretch of Mutley Plain. The property has been decorated, features double glazing, separate kitchen and bathroom. To the front of the building is a shared parking area.

#### ACCOMMODATION

**Communal Entrance** Entry to the main hallway via the front or from the rear.

**Studio Apartment** Open plan living room/bedroom area, fully integrated modern kitchen, bathroom and storage facilities.

**Outside** To the rear is a shared courtyard area with drying facilities. Access to the rear service area.

#### EPC

Energy Efficiency Rating – E



#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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







A three bedroom end of terrace property in need of modernisation, situated in Redruth, Cornwall.

#### LOCATION

Redruth is a former mining town in Cornwall, circa nine miles from the cathedral city of Truro and has a mainline railway station to London Paddington. The city centre has an array of shops, cafes, bars and restaurants. The property itself is within walking distance of Pennoweth Primary School and East End Park.

#### DESCRIPTION

A three bedroom end of terrace period house which requires modernisation. The property benefits from three bedrooms, lounge, dining room, kitchen and a rear garden. The house is perfect for someone looking for a renovation project or for a post works residential letting opportunity.

#### ACCOMMODATION

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

**First Floor** Three bedrooms.

**Outside** Rear garden

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Lucy Fuller



#### VIEWING

Strictly by appointment only with Stratton Creber Redruth 01209 217201. General enquiries Countrywide Property Auctions 01395 275691.





LOT  
4

9 Chili Road, Illogan Highway, Redruth, Cornwall TR15 3JT

\*GUIDE PRICE £100,000–£125,000



A two bedroom semi detached cottage located in Redruth, requiring modernisation and benefitting from a generous sized garden.

#### LOCATION

Redruth has local amenities including retail shops, restaurants, public houses and the Regal Cinema. It also has both primary and secondary schools and has transport links with connections to the A30 which gives access to the rest of the county of Cornwall. Redruth also has mainline railway station with services from Penzance to London Paddington.

#### DESCRIPTION

An opportunity to acquire a semi-detached cottage in need of modernisation. The property benefits from two double bedrooms, lounge, dining room, sun room, kitchen, bathroom and a rear garden.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, bathroom, lounge, dining room, kitchen and sun room.

**First Floor** Landing, two bedrooms.

**Outside** Enclosed front garden and generous sized rear garden.



#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Redruth 01209 215594. General enquiries Countrywide Property Auctions 01395 275691.



#### EPC

Energy Efficiency Rating – TBC





A parcel of land located in Bridgetown, Totnes with planning for a three storey dwelling to be erected, granted in January 2017.

#### LOCATION

Christina Park is a quiet street, conveniently located within a short reach of Totnes town centre which benefits from a range of shops, restaurants, cafe's, boutiques, a supermarket and has its own Normandy Castle. Totnes railway station has a main line to London Paddington as well as great access to the A38 making it a great transport route to the rest of the country.

#### DESCRIPTION

A parcel of land with planning consent granted by the South Hams District Council on the 30th January 2017, under application reference 1623/16/FUL, for 'Construction of a new three storey private residence on a brownfield site currently occupied by three garages on a site on the outskirts of Totnes'.

#### LAND

The land area previously housed garages which have since been demolished ready for the continuation of ground works.

#### PLANNING

For information on developing the site and to make further enquiries on the planning already in place, please contact South Hams District Council on 01803 861234. Interested

parties must make and rely upon their own planning enquiries. Documents relating to the application can be found on the planning website [www.southhams.gov.uk](http://www.southhams.gov.uk)

#### EPC

Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Fulfords Totnes 01803 864112. General enquiries Countrywide Property Auctions 01395 275691.



A newly built four bedroom town house situated above the beach and Eastcliff Park in Teignmouth.

#### LOCATION

Teignmouth is a large coastal town and fishing port situated at the mouth of the River Teign and on the South Devon coastline. The seaside town offers a comprehensive range of shopping, recreational and educational facilities and has a mainline railway station to London Paddington and is readily accessible to Exeter circa 12 miles and the M5.

#### DESCRIPTION

A newly built four bedroom town house with accommodation arranged over three floors and having the benefit of off street parking. The property is situated above the beach and Eastcliff Park and conveniently situated for Teignmouth town centre.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen/breakfast room and cloakroom.

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

**Second Floor** Landing, two bedrooms and shower room.

**Outside** Off street parking for two cars.

#### EPC

Energy Efficiency Rating – TBC



#### AUCTION VALUER

Wendy Alexander

#### VIEWING

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

#### NOTE

Internal access was not possible at the time of instruction.





A newly built three bedroom townhouse with off street parking and some sea glimpses.

#### LOCATION

Teignmouth is a large coastal town and fishing port situated at the mouth of the River Teign and on the South Devon coastline. The seaside town offers a comprehensive range of shopping, recreational and educational facilities and has a mainline railway station to London Paddington and is readily accessible to Exeter circa 12 miles and the M5.

#### DESCRIPTION

A newly built three bedroom town house having the benefit of some sea glimpses, a patio garden and off street parking, situated above the beach and Eastcliff Park.

#### ACCOMMODATION

**Ground Floor** Open plan lounge/kitchen/ diner.

**First Floor** Landing, bedroom and bathroom

**Second Floor** Landing, two bedrooms and shower room.

**Outside** Patio garden area and off street parking.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander



#### VIEWING

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

#### NOTE

At the time of instruction we have been unable to inspect the property internally.



A two bedroom character cottage with a good sized garden, suitable for owner occupation or as a letting investment opportunity.

#### LOCATION

Ivybridge is a small town and civil parish in the South Hams, in Devon, England. It lies circa 9 miles east of Plymouth. It is at the southern extremity of Dartmoor, a National Park of England and Wales. Lee Mill is situated just off the A38, giving great access routes into Plymouth itself and further afield towards Exeter.

#### DESCRIPTION

A two bedroom character cottage with a traditional country style kitchen, living room with exposed stonework, a downstairs cloakroom, with two bedrooms and a shower room to the first floor. To the rear of the property a porch gives access to a generous sized rear garden. The property is likely to be of interest to owner occupiers and letting investors.

#### ACCOMMODATION

**Ground Floor** Entrance porch, lounge, kitchen and cloakroom.

**First Floor** Two bedrooms and a shower room.

**Outside** At the rear is a good sized garden with a lawned area and flagstone patio running to one side.



#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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







An investment opportunity to acquire a mixed commercial and residential building in the picturesque town of Launceston.

#### LOCATION

The historic Cornish market town of Launceston can be found just off of the A30 trunk road linking the Cathedral city of Exeter and Penzance in Cornwall's far west. The town benefits from an array of shops and cafes, and has three primary schools.

#### DESCRIPTION

A Grade II listed building situated in the heart of Launceston town centre. The property has a jewellery shop on the ground floor which has circa five years left to run on the lease at the time of instruction, above there are two flats, both currently let. There is also a basement floor underneath the shop. The property is currently providing an annual income of £15,000pae for the three properties, offering an excellent investment opportunity in this thriving town centre.

#### ACCOMMODATION

##### Shop

Front facing façade with stairwell and office space to the rear. Rental agreement £500pcm/£6,000pae.

##### Middle Flat

**First Floor** Bedsit lounge, kitchen, shower room, optional bedroom/

office and cloakroom. Rental income £325pcm/£3,900pae.

##### Top Flat

**Second Floor** Lounge, kitchen, bathroom, bedroom. **Top Floor** Attic room/bedroom two. Rental income £425pcm/£5,100pae.

#### EPC

Energy Efficiency Rating – Exempt – Grade II Listed

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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





A three bedroom detached property in need of updating located in Pensilva, Liskeard.

#### LOCATION

Pensilva is located just off the moors in a beautiful location which benefits from village public transport, primary school, church, pub, car garage, village shop, farm shop, doctors, village hall. Pensilva is approximately a five minute drive from Liskeard which offers a hospital, mainline railway station, shops, pubs, and leisure centre.

#### DESCRIPTION

A three bedroom detached cottage requiring updating. The property benefits from an ample gardens to the front and side, to the rear is a stone chipped area suitable for parking. The property also features a separate workshop to the side with its own entrance and is not currently connected internally to the main property.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway with stairs to the first floor. Lounge, kitchen and bathroom.

**First Floor** Three bedrooms.

**Outside** At the side of the property is a separate workshop room with mezzanine level inside. To the front is a large garden area. To the side of the property is a further large garden which may be suitable for further development subject to any requisite

consents upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department. To the rear is a stone chipped area which is useful for parking and could create further garden space for the property.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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







A multi-faceted investment opportunity to acquire three linked units of accommodation in the heart of the ever popular seaside town of Budleigh Salterton.

#### LOCATION

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

#### DESCRIPTION

A multi-faceted residential investment opportunity enjoying an elevated position in the town centre of Budleigh Salterton with some sea views from the first floor apartment and the low maintenance patio style gardens with a summer house. The property comprises of a ground floor double garage with electronic door, a studio apartment currently let on a rolling assured shorthold tenancy and generating £400 pcm/£4,800 pae, a vacant first floor three bedroom apartment with further income potential and a detached three bedroom prefabricated bungalow currently let on a rolling assured shorthold tenancy and generating £650

pcm/£7,800 pae. The property is likely to appeal for those seeking multi-generation occupancy, a home with income potential, a continued residential lettings investment, or for a post works break up and resale opportunity subject to any requisite consents.

#### ACCOMMODATION

**Ground Floor** Entrance porch and communal entrance hall giving access to all units of accommodation. Studio Flat: Utility area, open plan lounge/kitchen/diner with steps up to the sleeping area and en-suite shower room, separate WC and understairs storage area. Double garage with electronic door, power, lighting, water and courtesy door accessed from the hallway.

**First Floor** Landing with caretakers store room and loft access, giving access to the flat, rear patio gardens and bungalow. Flat: Entrance hall, kitchen with utility area off, sitting room with sea glimpses, three bedrooms and bathroom. Timbers Bungalow: Entrance porch, hallway, lounge/diner with kitchen off, bedroom one, rear hallway with door to garden, two further bedrooms and bathroom.

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



#### EPC

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

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

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

#### NOTE

The accommodation units are individually rated for council tax and metered for gas and electricity, with a shared water supply.



A four bedroom semi-detached bay fronted house with views over the river Fowey, located in Polruan, Cornwall.

#### LOCATION

Polruan has a history as a small fishing village known as a location for much old boat building. The ruin of St Saviour's church on the hill above Polruan dates to the 8th century. It was a landmark for shipping, and also, in times of war, a vantage point for observing the approach of enemy shipping to the strategically important Fowey harbour.

#### DESCRIPTION

This four bedroom property has been beautifully refurbished by our clients in recent months to an exacting standard and is presented to the market with the added benefit of vacant possession. Located in Polruan, the property boasts delightful views of the River Fowey.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, double bay fronted lounge, kitchen/breakfast room, utility room, cloakroom. Stairs to the first floor.

**First Floor** Four bedrooms, bathroom and shower room.

**Outside** Externally there are generous lawned gardens to both the front and rear enjoying the views on offer. To the back of

the rear garden is a driveway parking area providing parking for up to 3 cars.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Country and Waterside 01872 240999. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTE

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A two bedroom first floor flat having its own self-contained access and being conveniently situated for the town centre.

#### LOCATION

Hill View Road is situated in the ever popular Redhill/Ensburry Park area of Bournemouth, with excellent public transport links including being in proximity of the mainline railway station. The area offers excellent shopping and educational facilities, with further facilities and amenities available in Bournemouth town centre.

#### DESCRIPTION

A vacant two double bedroom first floor flat, having its own private entrance, gas central heating, double glazing and the benefit of recent redecoration. The property is situated in the ever popular Redhill/Ensburry Park area of Bournemouth and is in the Hill View school catchment area. The property was previously let generating an income of £695 pcm/£8340 pae and has the remainder of a 99 year lease issued in 2003.

#### ACCOMMODATION

**Ground Floor** Private entrance hall.

**First Floor** Landing, open plan lounge/ kitchen/diner, two double bedrooms and bathroom.

#### EPC

Energy Efficiency Rating – C



#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Palmer Snell Winton 01202 535393. General enquiries Countrywide Property Auctions 01395 275691.





LOT  
14

7a Albert Road, Eastleigh, Hampshire SO50 4JE  
\*GUIDE PRICE £90,000+



A vacant one bedroom ground floor flat having the benefit of its own private garden in a popular residential location.

#### LOCATION

Eastleigh is an extremely sought after location with good access to the larger town centres of Winchester and Southampton, whilst benefitting from its own excellent educational facilities, shops and restaurants, railway station and access to the M3 and M27 motorways.

#### DESCRIPTION

A vacant one bedroom ground floor flat being conveniently situated for the facilities and amenities of Eastleigh town centre. The property has had the benefit of a recently installed kitchen and shower room, along with its own private garden.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen, bedroom and shower room.

**Outside** Private largely level garden area.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander



#### VIEWING

Strictly by appointment only with Morris Dibben Chandlers Ford 02380 255055. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
15

Hope Cottage, St. Michaels Lane, Bridport, Dorset DT6 3RQ

\*GUIDE PRICE £70,000-£80,000



A one bedroom terraced cottage conveniently situated in proximity of Bridport town centre.

#### LOCATION

Bridport is a thriving market town circa 1.5 miles inland from the English Channel and the Jurassic Coast, covering 96 miles of Dorset and East Devon and is also situated in the Dorset Area of Outstanding Natural Beauty. The town centre offers a selection of restaurant, shopping and leisure facilities, with many public events held throughout the year and is readily commutable via the A30/ A35 road network and in turn the A303 and M5.

#### DESCRIPTION

A one bedroom character cottage conveniently situated for the facilities and amenities of Bridport town centre and having the benefit of a communal courtyard garden area. The property has the benefit of a long lease expiring on the 1st December 2130 and is likely to be of interest to owner occupiers and residential lettings investors.

#### ACCOMMODATION

**Ground Floor** Entrance hall, living room and kitchen.

**First Floor** Landing, bedroom and bathroom.

**Outside** Use of a communal courtyard garden area.



1st Floor



Ground Floor



#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Palmer Snell  
Bridport 01308 422929. General enquiries  
Countrywide Property Auctions 01395  
275691.



A modern three bedroom detached home set in the picturesque town of Ivybridge.

#### LOCATION

Ivybridge is a small town and civil parish in the South Hams, in Devon, England. It lies circa 9 miles east of Plymouth. It is at the southern extremity of Dartmoor, a National Park of England and Wales. Lee Mill is situated just off the A38, giving great access routes into Plymouth itself and further afield towards Exeter.

#### DESCRIPTION

A three bedroom detached house with off road parking and a separate games room with bar. The accommodation comprises of lounge, kitchen, dining room and cloakroom/utility on the ground floor. There are two bedrooms, a study and bathroom on the first floor. The master bedroom with en-suite is on the second floor. The property also features solar panels which provide a return income and under floor heating. The property is free of any onward chain.

#### ACCOMMODATION

**Ground Floor** Entrance hallway, lounge, kitchen/diner, conservatory and cloakroom.

**First Floor** Two bedrooms, bathroom and study.

**Second Floor** Master bedroom with en-suite.

**Outside** Block paved driveway with parking for several vehicles. To the rear of the



property lies the garden area with outbuilding housing a bar area and hobby room.

#### EPC

Energy Efficiency Rating – B

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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







A vacant two bedroom ground floor flat, previously generating £750pcm/£9,000pae and offering the potential as a continued residential lettings venture, or for owner/occupation.

#### LOCATION

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

#### DESCRIPTION

A vacant two bedroom ground floor flat, previously generating an income of £750pcm/£9,000pae and offering the potential for a continued residential lettings venture, or likewise for owner occupation being conveniently located for Exeter city centre.

#### ACCOMMODATION

**Ground Floor** Secure entry system, communal hallway. Flat 1: Kitchen/breakfast room, lounge, inner hallway, two bedrooms and bathroom.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

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





A parcel of land with planning permission granted for a four bedroom townhouse, located in Penzance, Cornwall.

#### LOCATION

St. Marys Terrace is located on the seaward side of the coastal market town of Penzance which provides excellent transport links to London Paddington and boasts the only seashore promenade in Cornwall alongside the open-air seawater Jubilee Bathing Pool, one of the oldest surviving Art Deco lidos in the country. Penzance is also home to the sub-tropical Morrab Gardens, art galleries, cafes, restaurants and bars.

#### DESCRIPTION

An opportunity to acquire a residential building plot with planning permission already in place to build a four bedroom townhouse, set over three floors with the added benefits of a garden and parking, located on the seaward side of Penzance.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department, under application number PA17/11504, on the 15th March 2018 for 'Construction of new dwelling and associated works on land adjacent 1 St Mary's Terrace, Penzance. Demolition of 3.4m section of rear boundary wall'. Interested parties must make

and rely upon their own planning enquiries of Cornwall Council Planning Department on 0300 1234 151.

#### EPC

Exempt

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING

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







A deceptively spacious and versatile four double bedroom (two en-suite) Grade II listed character cottage situated in the heart of the town centre of Beaminster.

#### LOCATION

Beaminster is a picturesque and thriving small town situated circa 5 miles from Bridport. This thriving community has a good selection of shops, restaurants and pubs, many of which are centred around the town square conservation area which hosts an annual music/arts festival. Beaminster is surrounded by rolling countryside and in proximity of the superb Jurassic coastline which is designated a World Heritage Site. The larger towns of Bridport, Dorchester and Yeovil are readily commutable along with Crewkerne offering a main line railway service to London Waterloo.

#### DESCRIPTION

A deceptively spacious and extremely versatile Grade II Listed character cottage situated in the heart of the quintessential town centre of Beaminster. The property offers an excellent and well equipped bespoke kitchen/dining room complete with range cooker, two reception rooms and four double bedrooms, two with en-suite bathroom suites and a rear patio/car parking area. The property has enjoyed a variety of uses in recent years including operating as a successful B&B, a traditional sweet shop and café/take-away before being restored in recent years to a sizeable family home

suitable for multi-generation occupancy, a home with income potential and with some modest reconfiguration and subject to any requisite consents, for conversion into two apartments upon which interested parties must make and rely upon their own planning enquiries of West Dorset District Council planning department.

#### ACCOMMODATION

**Ground Floor** Entrance hall, kitchen/dining room, sitting room with feature fireplace, second reception room giving access to the rear of the property and utility room with WC.

**First Floor** Landing, bedroom one with views to the church and en-suite bathroom, half landing and steps down to bedroom two with en-suite bathroom, bedroom three with former en-suite which has been converted to a walk-in wardrobe/dressing area, bedroom four and a family bathroom.

**Outside** To the rear of the property is a small patio/parking area.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander



#### VIEWING

Strictly by appointment only with Palmer Snell Bridport 01308 422929. General enquiries Countrywide Property Auctions 01395 275691.

LOT  
20

Pine Cottage, Coronation Terrace, Blackwater, Truro, Cornwall TR4 8SY  
\*GUIDE PRICE £125,000–£150,000



A two bedroom refurbished terraced cottage situated in the popular village of Blackwater, Truro.

#### LOCATION

Coronation Terrace is situated in the village location of Blackwater, local amenities include a village shop, school, thriving local pub and car sales garage. The cathedral city of Truro which is the main centre for business and commerce is approximately seven miles distant and offers a wide range of amenities including high street multiples, secondary schools, sixth form college, Hall for Cornwall and mainline railway station to London Paddington.

#### DESCRIPTION

A two bedroom mid terrace cottage which has undergone refurbishment and is to be sold with vacant possession. Distant rural views can be enjoyed from the bedrooms upstairs and the open plan living area features a modern kitchen. The property may suit investors or people looking to take a step up the property ladder.

#### ACCOMMODATION

**Ground Floor** Entrance porch, open plan living area with fitted kitchen.

**First Floor** Two bedrooms and shower room.

**Outside** Paved enclosed garden area with planting area.



#### EPC

Energy Efficiency Rating – G

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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





A fire damaged four bedroom, three reception room house located in close proximity to Camborne town centre.

#### LOCATION

Camborne is located just off the A30 link road and within reasonable driving distance of Redruth. Locally the town has an array of shops and supermarkets and a train station serving other Cornish towns and up to London.

#### DESCRIPTION

A substantial semi-detached house with four bedrooms to the first floor and three reception rooms on the ground floor. The property was subject to some fire damage some years ago but still retains some of the original features including decorative tiled flooring in the entrance hallway and ornate coving in the living room. To the rear of the property is a workshop area and secure room which currently houses a pool surround. Cash buyers only.

#### ACCOMMODATION

**Ground Floor** Entrance hallway with stairs to the first floor, lounge, dining room, study/guest room, kitchen, utility area and shower room/WC.

**First Floor** Master bedroom to the front, three further bedrooms and shower room.

**Outside** Large front garden area currently gated with stone chippings leading to a

covered area. To the rear is an enclosed garden area which also features a workshop/storage room and a second garden room which currently houses an emptied pool surround.

#### AGENT NOTES

Please be advised that this property has sustained fire damage in the entrance hallway. Smoke damage is apparent in other areas of the property. Cash buyers only.

#### EPC

Energy Efficiency Rating – Exempt – Uninhabitable

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Camborne 01209 717117. General enquiries Countrywide Property Auctions 01395 275691.





A three bedroom detached dormer bungalow located in Sticker, St. Austell. The property now requires refurbishment, making an ideal project for an investor.

#### LOCATION

The village of Sticker benefits from a thriving local community with Post Office, well stocked village store and a traditional country pub. The nearby town of St Austell is circa. 3.6 miles from the village and offers a good range of shops and facilities. A little further afield, but within easy reach, is the cathedral city of Truro and the famous Eden Project is located circa 7.2 miles from the property.

#### DESCRIPTION

Requiring modernisation, this three bedroom detached dormer bungalow offers a good degree of accommodation and would suit a buyer/developer looking for a project. The property features a driveway, garage and generous sized rear garden. Internally the bungalow offers an L shaped lounge with lean to extension, dining room, kitchen and bathroom.

#### ACCOMMODATION

**Ground Floor** Large lounge with lean to extension, kitchen, dining room and bathroom.

**First Floor** Three bedrooms, storage area, shower room.

**Outside** To the front is a driveway with parking for several vehicles leading to an

attached garage with the property. To the rear is an enclosed garden with lawned area and planting beds.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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







A parcel of land located in close proximity to Daymer bay beach in Trebetherick, North Cornwall.

#### LOCATION

Daymer Bay is located in Trebetherick on the North Cornwall coastline. The local beach is well used by windsurfers and kite surfers. The village lies west of Trebetherick Village and is located circa. six miles North of Wadebridge. Trebetherick is considered one of the most attractive areas in Cornwall, being located at the mouth of the River Camel. Scenic country walks and access to a choice of fine beaches and a local golf club are located within a reasonable distance from the land. The main line railway station is at Bodmin Parkway which is approximately 15 miles, and Newquay airport is approximately 20 miles away.

#### DESCRIPTION

A parcel of land measuring circa. 0.537 acres/0.217 hectares; situated in North Cornwall.

#### LAND

The land is currently open and features a mainly grassed area with trees to the lower boundary. Views of the water can be enjoyed from the top of the land.



#### DIRECTIONS

The nearest postcode for the land is PL27 6SF, co-ordinates can be used to locate using smart map technology with LAT: 50.5643 LONG: – 4.9246.

#### EPC

Exempt



#### AUCTION VALUER

Lucy Fuller

#### VIEWING

At any reasonable time during daylight hours and at the viewers own risk. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTE

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LOT  
**24**

Land at Chapel Lane, Canonstown, Hayle, Cornwall TR27 6ND

\*GUIDE PRICE £20,000–£40,000



A parcel of land located in the hamlet of Canonstown near St. Erth, Cornwall.

#### LOCATION

Set back from the A30 at Canonstown, near to the pretty village of St Erth, with its public house, shop, church, farmers market and delightful walks along the river bank. There is a nearby train station on the Penzance to Paddington line and a wide range of day to day facilities at Hayle. Canonstown is a hamlet within the district of St. Erth and is circa. 5.9 miles from the popular town centre of St. Ives on the North Cornwall coastline.

#### DESCRIPTION

A useful parcel of land measuring circa. 1.028 acres/0.416 hectares. The land is currently mainly laid to grass.

#### LAND

Set behind residential properties with an access lane leading to it. Interested parties must make and rely upon their own potential planning enquiries of Cornwall Council Planning Department on 0300 1234 151.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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

#### NOTE

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A substantial property split into four apartments previously gaining a rental income of up to £23,100pae.

#### LOCATION

Marazion is an ancient town with a renowned centre of tourism and a thriving all year round community. Linked to the world famous St. Michaels Mount by causeway and ferry. The town is popular with artists and has several galleries in the centre, alongside restaurants, shops and doctors surgery. Beaches are located in Marazion and also to the west end of the town, towards Long Rock, just a short distance to Penzance and Praa Sands.

#### DESCRIPTION

The property is currently divided into four self-contained units which are as follows: A large split level two bedroom apartment, a one bedroom attic flat and two one bedroom apartments. The property whilst in need of some updating benefits from superb sea views to the front aspect and also to the side, where a mixture of sea and rural views are to be enjoyed and also benefits from a garage, garden area and off road parking. Ideal as an investment property, or as a property to be put back into one large family house.

#### ACCOMMODATION

##### Flat 1

**Ground Floor:** Entrance porch, hallway, two bedrooms, bathroom. Stairs to the first floor.



First floor: Lounge, dining room, kitchen. Energy Efficiency Rating – E

##### Flat 2

Open plan lounge/kitchen, bedroom & shower room. Energy Efficiency Rating – F

##### Flat 3

Open plan lounge/kitchen, bedroom, bathroom. Energy Efficiency Rating – E

##### Attic Flat

Lounge, kitchen, bedroom, bathroom. Energy Efficiency Rating – D

#### NOTE

The previous income for the property when fully occupied with tenants totalled



£23,100pae broken down as: Flat 1 rental income £7,800pae. Flat 2 rental income £3,900pae. Flat 3 rental income £3,900pae. Attic flat rental income £7,500pae. At the time of instruction one apartment was tenanted. Please refer to the legal pack for information on tenancy details.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Penzance 01736 360070. General enquiries Countrywide Property Auctions 01395 275691.

LOT  
26

59 Primrose Lane, Kingswood, Bristol BS15 1HW

\*GUIDE PRICE £160,000+



A three bedroom mid terraced cottage which would benefit from a programme of modernisation.

#### LOCATION

Kingswood is a popular urban area in South Gloucestershire on the eastern border of Bristol. It is located near to the A420 with convenient access to both Bristol and Bath. Kingswood has its own High Street and shopping precinct with many local shops, facilities and amenities. Bristol city centre is within 4 miles, Chippenham is 18 miles and Bath is 12.5 miles away.

#### DESCRIPTION

A three bedroom mid terraced property situated in the popular residential area of Kingswood. The property would benefit from a programme of modernisation and has the benefit of an enclosed rear courtyard style garden with useful outbuilding.

#### ACCOMMODATION

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

**First Floor** Landing and three bedrooms.

**Outside** Enclosed rear patio style courtyard garden with useful outbuilding.



#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Taylors Kingswood 0117 967 7895. General enquiries Countrywide Property Auctions 01395 275691.



#### EPC

Energy Efficiency Rating – G





A rare opportunity to acquire a deceptively spacious 6 bedroom attached cottage requiring full refurbishment, having the benefit of large gardens with outbuildings requiring formalisation and an adjacent area of pasture land measuring circa 3.54 acres.

#### LOCATION

Little Ullcombe is a picturesque rural farming hamlet situated on the fringes of the village of Upottery, situated in the Otter Valley and circa 5 miles from the thriving market town on Honiton and being readily commutable to the A303 and in turn the M5.

#### DESCRIPTION

A unique opportunity to acquire a deceptively spacious six bedroom attached Grade II Listed property in the picturesque rural hamlet of Little Ullcombe. In addition to large garden areas requiring formalisation, with a range of existing outbuildings for repair/replacement immediately surrounding the property, there is also adjacent pasture land of circa 3.5 acres to be included within the sale. The property, whilst in need of complete refurbishment, offers the clear potential subject to any requisite consents for subdivision into two properties, multi generation occupancy, or for the creation of an enviable family home in this idyllic rural location whilst being readily commutable to the A303 and the M5.

#### ACCOMMODATION

**Ground Floor** Entrance porch, main reception hall, kitchen/diner, sitting room one, inner hallway/snug leading to the sun room, shower room, further hallway leading to dining room, second sitting room and second kitchenette area.

**First Floor** Accessed via two staircases and not currently linked: Main Staircase: Landing, Bedroom one with en-suite WC, bedroom two with en-suite WC, bedroom three and bathroom. Second Staircase: Landing, bedroom four with en-suite WC, bedrooms five and six, shower room.

**Outside** The main garden lies to the rear of the property and can be accessed from both sides, with an overgrown cottage garden style garden to the right hand side and also access to the garage, along with a right of access to the left of the property, linking the main area of garden lying to the rear which is currently overgrown and requiring clearance works, with a range of outbuildings for repair/replacement, along with an adjacent area of pasture land measuring circa 3.5 acres, with the whole site area measuring circa 1.73 hectares/4.28 acres.



#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

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

#### NOTE

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# Notes



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- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  
  
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- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
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- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
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- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Sutton Kersh as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Please note we must hold 2 forms of certified ID prior to auction:  
1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by The Lexis Nexis company (Lexis House, 30 Farringdon Street, London, EC4A 4HH).
- 17 Proxy or telephone bidding forms should be sent to Countrywide Property Auctions Administration Team, 109 Union Street, Torquay TQ1 3DW.

# Proxy bidding form

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

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

Address of Lot .....

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

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

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

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

## Purchaser Details

Full name(s) .....

Company .....

Address .....

Postcode .....

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

Solicitors .....

Postcode .....

For the attention of .....

Telephone .....

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

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

Signed by prospective purchaser .....

Date .....

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

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

Date of signing .....

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

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

### List A – Photographic evidence of Identity

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

### List B – Evidence of Residence

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

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



# Telephone bidding form

Name .....

Address .....

..... Email .....

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

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

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

Property known as .....

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

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

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

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

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

Solicitor address .....

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

Person acting .....

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

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

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

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

Date of signing .....

**Once you have completed this form please send to:**

**Countrywide Property Auctions Administration Team, 109 Union Street, Torquay TQ1 3DW.**

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

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

**List A – Photographic evidence of Identity**

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

**List B – Evidence of Residence**

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

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

# 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 CHATELLETS, if any).

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

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

**Practitioner** An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

**Price** The PRICE that the BUYER agrees to pay for the LOT.

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

**Sale conditions** The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

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

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

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

**Tenancies** Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

**Tenancy schedule** The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

**Transfer** Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

**TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT** Value Added Tax or other tax of a similar nature.

**VAT option** An option to tax.

**We (and us and our)** The AUCTIONEERS.

**You (and your)** Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

A1.2 The CATALOGUE is issued only on the basis that you accept these AUCTION CONDUCT CONDITIONS. They govern our relationship with you and cannot be disappplied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

A2.1 As agents for each SELLER we have authority to:

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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

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

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

### A5 The contract

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

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must before leaving the AUCTION:

- (a) provide all information we reasonably need from you to enable US to complete the SALE MEMORANDUM (including proof of YOUR identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against you for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stated in the SALE CONDITIONS; and
- (b) must be paid in pounds sterling by cheque or by



	bankers' draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra AUCTION CONDUCT CONDITIONS may state if we accept any other form of payment.		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.		relating to the state or CONDITION of the LOT where the LOT is leasehold property.
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.	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.	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.
A5.7	If the BUYER does not comply with its obligations under the CONTRACT then: <ul style="list-style-type: none"> <li>• (a) you are personally liable to buy the LOT even if you are acting as an agent; and</li> <li>• (b) you must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.</li> </ul>	G2.5	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.	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.
A5.8	Where the BUYER is a company you warrant that the BUYER is properly constituted and able to buy the LOT.	G3.	<b>Between contract and completion</b>	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.
<b>Words that are capitalised have special meanings, which are defined in the Glossary.</b>					
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.					
<b>G1. The lot</b>					
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.	G3.1	Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: <ul style="list-style-type: none"> <li>• (a) produce to the BUYER on request all relevant insurance details;</li> <li>• (b) pay the premiums when due;</li> <li>• (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;</li> <li>• (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;</li> <li>• (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</li> <li>• (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.</li> </ul>	G5.	<b>Transfer</b>
G1.2	The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on 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.	G5.1	Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS: <ul style="list-style-type: none"> <li>• (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</li> <li>• (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.</li> </ul>
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.	G3.3	Section 47 of the Law of Property Act 1925 does not apply.	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.
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: <ul style="list-style-type: none"> <li>• (a) matters registered or capable of registration as local land charges;</li> <li>• (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;</li> <li>• (c) notices, orders, demands, proposals and requirements of any competent authority;</li> <li>• (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;</li> <li>• (e) rights, easements, quasi-easements, and wayleaves;</li> <li>• (f) outgoing and other liabilities;</li> <li>• (g) any interest which overrides, within the meaning of the Land Registration Act 2002;</li> <li>• (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</li> <li>• (i) anything the SELLER does not and could not reasonably know about.</li> </ul>	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.	G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
		G4.	<b>Title and identity</b>	G6.	<b>Completion</b>
		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.	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.
		G4.2	If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply: <ul style="list-style-type: none"> <li>• (a) The BUYER may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION.</li> <li>• (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.</li> <li>• (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.</li> <li>• (d) If title is in the course of registration, title is to consist of certified copies of: <ul style="list-style-type: none"> <li>• (i) the application for registration of title made to the land registry;</li> <li>• (ii) the DOCUMENTS accompanying that application;</li> <li>• (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and</li> <li>• (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.</li> </ul> </li> <li>• (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.</li> </ul>	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: <ul style="list-style-type: none"> <li>• (a) direct TRANSFER to the SELLER'S conveyancer's client account; and</li> <li>• (b) the release of any deposit held by a stakeholder.</li> </ul>
				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.	<b>Notice to complete</b>
				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: <ul style="list-style-type: none"> <li>• (a) terminate the CONTRACT;</li> <li>• (b) claim the deposit and any interest on it if held by a stakeholder;</li> <li>• (c) forfeit the deposit and any interest on it;</li> <li>• (d) resell the LOT; and</li> <li>• (e) claim damages from the BUYER.</li> </ul>
				G7.4	If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has: <ul style="list-style-type: none"> <li>• (a) terminate the CONTRACT; and</li> <li>• (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.</li> </ul>
				G8.	<b>If the contract is brought to an end</b>
					If the CONTRACT is lawfully brought to an end: <ul style="list-style-type: none"> <li>• (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and</li> <li>• (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.</li> </ul>
				G9.	<b>Landlord's licence</b>
				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.	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) it is not buying the LOT as a nominee for another person.
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.	(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;	G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:
G9.4	The SELLER must:	(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	• (a) of the BUYER'S VAT registration;
	• (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; 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.	• (b) that the BUYER has made a VAT OPTION; and
	• (b) enter into any authorised guarantee agreement properly required.		• (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.
G9.5	The BUYER must:		G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:
	• (a) promptly provide references and other relevant information; and		• (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) comply with the landlord's lawful requirements.		• (b) collect the rents payable under the TENANCIES and charge VAT on them
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.	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.	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.
<b>G10. Interest and apportionments</b>		<b>G12. Management</b>	<b>G16. Capital allowances</b>
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.	G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.	G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
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.	G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.	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.
G10.3	Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:	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:	G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
	• (a) the BUYER is liable to pay interest; 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;	G16.4 The SELLER and BUYER agree:
	• (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;	• (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	• (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
	• in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.	• (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.	• (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
G10.4	Apportionments are to be calculated on the basis that:	<b>G13. Rent deposits</b>	<b>G17. Maintenance agreements</b>
	• (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;	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.	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.
	• (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	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.	G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such CONTRACTS from the ACTUAL COMPLETION DATE.
	• (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.	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:	<b>G18. Landlord and Tenant Act 1987</b>
		• (a) observe and perform the SELLER'S covenants and CONDITIONS in the rent deposit deed and indemnify the SELLER in respect of any breach;	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.
<b>G11. Arrears</b>		• (b) give notice of assignment to the tenant; and	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.
<b>Part 1 Current rent</b>		• (c) give such direct covenant to the tenant as may be required by the rent deposit deed.	<b>G19. Sale by practitioner</b>
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.	<b>G14. VAT</b>	G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
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.	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.	G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to arrears of current rent.	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.	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.
<b>Part 2 Buyer to pay for arrears</b>		<b>G15. Transfer as a going concern</b>	G19.4 The LOT is sold:
G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.	G15.1 Where the SPECIAL CONDITIONS so state:	• (a) in its condition at COMPLETION;
G11.5	The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the SPECIAL CONDITIONS.	• (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) for such title as the SELLER may have; and
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.	• (b) this CONDITION G15 applies.	• (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.
<b>Part 3 Buyer not to pay for arrears</b>		G15.2 The SELLER confirms that the SELLER	G19.5 Where relevant:
G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:	• (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and	• (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
	• (a) so state; or	• (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.	• (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
	• (b) give no details of any arrears.	G15.3 The BUYER confirms that:	G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
G11.8	While any arrears due to the SELLER remain unpaid the buyer must:	• (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;	<b>G20. TUPE</b>
	(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;	• (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;	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.
	(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) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and	
	(c) on request, at the cost of the seller, assign to the		



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.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

### 1. The Deposit

- 1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following:  
A5.5a. The Deposit:  
a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)  
b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER

### 2. Buyer's Administration Charge

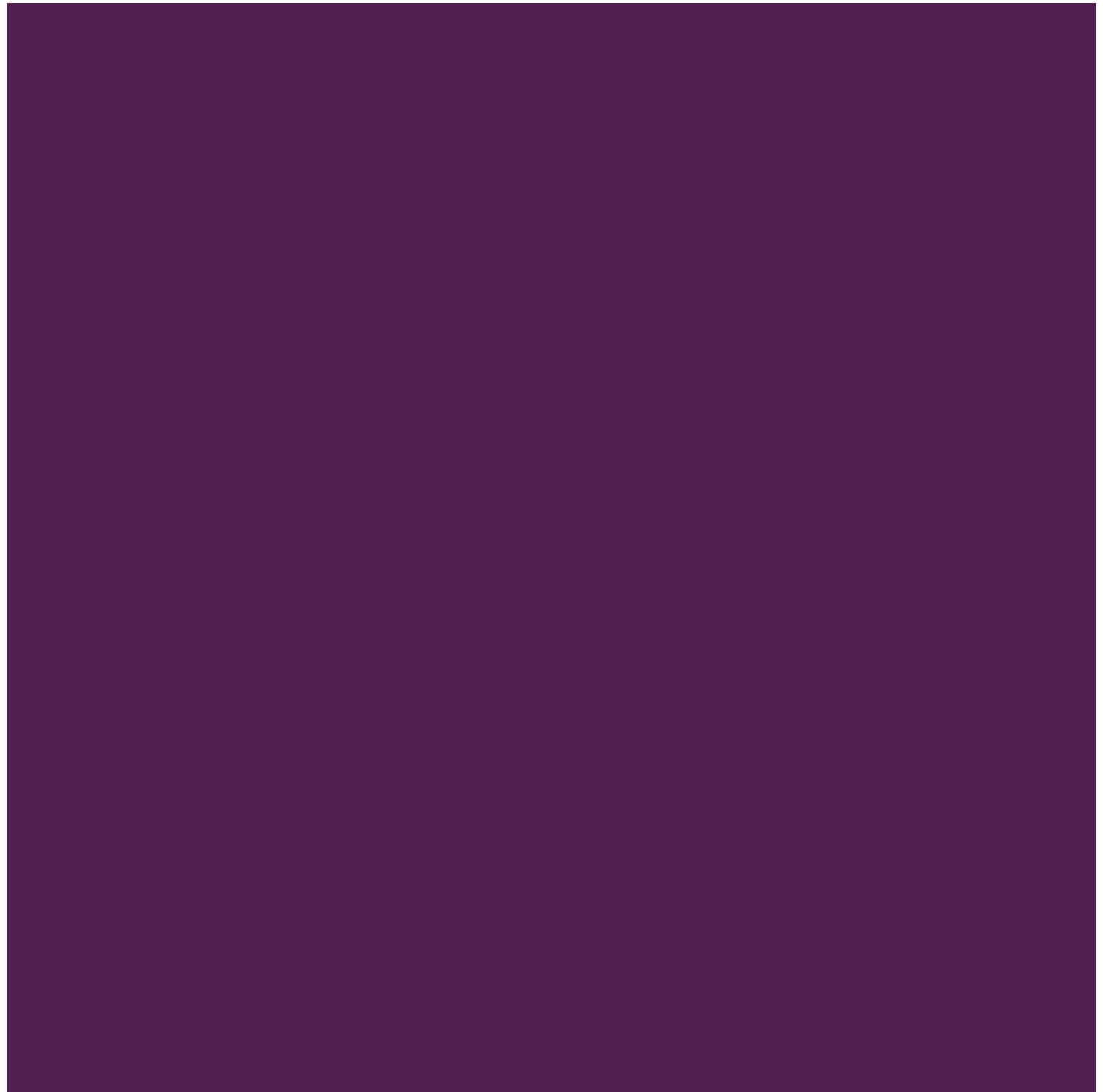
- 2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.

### 3. Extra Auction Conduct Conditions

- 3.1 Despite any special CONDITION to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special CONDITION may, however, require a higher minimum deposit.

### 4. Searches

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



**Auction Head Office**  
2 Cotton Street  
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