

# property auction

preview of 12 lots of  
particular interest to  
South West investors

**Thursday 17 February 2022**  
12 noon prompt

Registration closes promptly at  
12pm on **Wednesday 16 February**  
and you must be pre-registered  
before this time in order to bid

Please note this auction will be streamed live online only

  
**Countrywide**  
Property Auctions

**SuttonKersh**

[www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk)

# 2021 – Another stunning year of success!

**696** lots sold  
**£80.6m** raised  
**89%** success

JAN

FEB

**113** lots sold  
**£13.5m** raised  
**95%** success

MAR

APR

**98** lots sold  
**£12.1m** raised  
**90%** success

**115** lots sold  
**£12.3m** raised  
**88%** success

MAY

JUN

**120** lots sold  
**£14m** raised  
**90%** success

JUL

AUG

**104** lots sold  
**£12.6m** raised  
**90%** success

SEPT

OCT

**69** lots sold  
**£8.24m** raised  
**83%** success

NOV

DEC

**77** lots sold  
**£7.97m** raised  
**88%** success

**Countrywide**  
Property Auctions

**SuttonKersh**

# Remote bidding guide for live streamed closed door auction

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For the foreseeable future our auctions will be held online with a live auctioneer conducting the proceedings.

We offer three ways to bid at our auction:

1. **Telephone Bidding** A member of the auctions team will telephone you shortly before the lot is offered in the auction room and bid on your behalf subject to your specific instructions.
2. **Proxy Bidding** You authorise the auctioneer to bid on your behalf in line with the bidding in the auction room up to your specified maximum amount.
3. **Internet Bidding** You can bid remotely by using our internet bidding service. Upon successful registration you will be given permission to access the online bidding system. On the day of the auction please follow the auction 'live' (by clicking the link from the relevant auction page on our website) and place your bids accordingly.

To register to bid at the auction you simply have to complete the following steps. Registration closes 24 hours before the start of the auction.

1. **Create an account** Creating an account makes it the easiest way to register and bid at our auction.
2. **Complete identity check** We will require you to pass our verification process and will automatically send you a link to our partners Credas in order for you to complete the check via their app on your phone or tablet. See our Anti-Money Laundering Regulations guide towards the rear of this catalogue.
3. **Complete the bidding form and agree to terms and conditions** You can bid on multiple lots but we do require one form per lot.
4. **Submit your payment** We will require valid debit card details prior to you being able to bid and will contact you in advance of the auction by telephone to obtain these details.

If you are the successful bidder you will be legally bound to pay a 10% deposit subject to a minimum of £3,000, whichever is the greater.

You will also pay a Buyer's Administration Charge, to the auctioneers of 1.2% of the purchase price subject to a minimum fee of £1,500 including VAT (unless otherwise stated in the property description in the catalogue). Payments can be made by debit card or bank transfer.

5. **Confirmation** You are ready to bid.

If your bid is successful, we will take payment, sign the memorandum of sale on your behalf and send the contract to both party's solicitors ready for completion.

If your bid is unsuccessful, we will destroy your card details or refund your payment to the account detailed on your bidding form.

# Terms & conditions for proxy, telephone or internet bidders

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

1. A proxy/telephone/internet form must be used to submit your bid to the auctioneers 48 hours before the day of the auction. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  

A prospective buyer should fill in the appropriate proxy, telephone or internet bidding form in the catalogue or on the auctioneers website and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.

**Telephone bidding** 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 the form submitted.

**Internet bidding** Upon successful registration you will be issued with a unique bidding number to access our online bidding system. If connection is made then the bidder may compete in the bidding through the bidding system. If it is impossible to obtain connection or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on the form submitted.
2. Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
3. All proxy, telephone or internet bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. All bidders must provide a Bank or Building Society Draft or valid debit card details to cover the sum of 10% of the maximum bid or £3,000 whichever is the greater, and the buyers administration charge, to the auctioneer 48 hours prior to the auction to validate the proxy, telephone or internet bidding form. Proof of funds for a 10% deposit must also be provided. **We will not bid on your behalf or accept your bid unless we hold payment details.** Please note we do not accept cash or cheques.  

**Buyer's Administration Charge** The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,500 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased.

A separate proxy, telephone or internet bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
4. Any alteration to the proxy, telephone or internet bid or withdrawal must be in writing and be received in writing by the auctioneer prior to commencement of the auction.
5. The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
6. The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
7. The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone or internet bid, or any delays in the postal system if a proxy bidding form is sent through the post.
8. Prospective bidders should check our website by 10am on the day of the auction and prior to bidding at the auction to ensure there are no changes to the published terms and conditions and to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
9. In the case of unsuccessful bidders' deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
10. Should the property be knocked down to the proxy, telephone or internet bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
11. Should the telephone or internet bid exceed the bidding price stated on the form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitors' client account cheque, or by debit card. We do not accept personal cheques or cash.
12. Proxy, telephone or internet bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the auctioneers pre-sale announcements and are aware of any additional costs and fees payable by the buyer detailed therein.
13. Proxy, telephone or internet bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy, telephone or internet bidders are advised to telephone the Auctioneer's offices or check the auctioneers website before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
14. The proxy, telephone or internet 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.
15. Please note we must hold 2 forms of certified ID prior to auction, typically this will be: 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 Credas Technologies Ltd.
16. Proxy, telephone or internet bidding forms should be sent to [auctions@suttonkersh.co.uk](mailto:auctions@suttonkersh.co.uk). 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).

# Auctioneer's pre-sale announcements

**You are required to pre-register if you are intending to bid on any lot at auction to comply with money laundering regulations (full details can be found at the rear of the current catalogue). You can pre-register by completing the Bidders Registration and Identification Form – full details of which can be found on our website.**

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 [suttonkersh.co.uk](http://suttonkersh.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 are available on our website and legal pack portal.
3. This addendum is an important document providing updates and corrections to the auction catalogue.
4. Sutton Kersh 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 query in respect of any of the lots within the catalogue please email your enquiry to [auctions@suttonkersh.co.uk](mailto:auctions@suttonkersh.co.uk) or call 0151 207 6315 prior to submitting your bid and we will endeavour to answer your query.
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 bid clearly if bidding by telephone and do not delay.
14. At the fall of the hammer the successful bidder will be in a binding contract of sale. We will then sign the Memorandum or Contract of Sale on your behalf and a 10% deposit subject to a minimum of £3,000 whichever is the greater will become payable and taken from the funds supplied. Should your telephone/internet bid exceed this amount, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitor's client account cheque or by debit card. We do not accept personal cheques or cash.
15. A successful purchaser will also be required to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,500 including VAT (unless stated otherwise within the property description in the catalogue) by debit card or bank transfer.
16. 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.
17. Unless otherwise stated all property is sold subject to a reserve price whether declared or not (see definition of Reserve Prices below).
18. 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.
19. Sutton Kersh hold regular property auctions throughout the year.
20. Sutton Kersh operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.

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

### Guide Price

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different

to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### Reserve Price

The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### Buyer's Fees

Should your bid be successful you will be liable to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,500 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer. We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

# Order of sale **Thursday 17 February 2022**

## For sale by public auction unless sold prior or withdrawn

1	44 Palace Road, Southport, Merseyside PR8 2BE	£185,000+*
2	20 Lowerson Road, Liverpool L11 8LW	£75,000+*
3	Birch House, Dicklow Cob, Lower Withington, Cheshire SK11 9EA	£450,000+*
4	9 Birch Lea Close, Bury, Lancashire BL9 9RZ	£175,000+*
5	5/7 Hardshaw Street, St. Helens, Merseyside WA10 1QX	£350,000+*
6	214 Stanley Park Avenue South, Liverpool L4 7XG	£70,000+*
7	16 Holmes Street, Liverpool L8 0RJ	£40,000+*
8	Flat 4, 17 Percy Street, Liverpool L8 7LT	£90,000+*
9	19 Marshall Road, Newton Aycliffe, County Durham DL5 4ET	£50,000+*
10	10 Carrfield Avenue, Crosby, Liverpool L23 9SS	£145,000+*
11	89 Woolton Road, Garston, Liverpool L19 6PL	£85,000+*
12	62 Blantyre Road, Liverpool L15 3HT	£100,000+*
13	77 Honeys Green Lane, Liverpool L12 9HX	£155,000+*
14	121 Hoole Lane, Chester CH2 3EG	£120,000+*
15	5 Springfield Road, Wigan, Lancashire WN6 7AT	£80,000+*
16	808–810 Queens Drive, Stonycroft, Liverpool L13 4BT	£175,000+*
17	57 Scorton Street, Liverpool L6 4AS	£45,000+*
18	7 Springfield Road, Wigan, Lancashire WN6 7AT	£80,000+*
19	48 Elgar Avenue, Wirral, Merseyside CH62 8AY	£140,000+*
20	13 Chiswell Street, Liverpool L7 0EA	£70,000+*
21	90 Wandsworth Road, Liverpool L11 1DS	£110,000+*
22	5 Roderick Road, Liverpool L4 6TP	£55,000+*
23	11 Ribble House, Ribble Road, Liverpool L25 5PT	£70,000+*
24	124 Grimshaw Lane, Middleton, Manchester M24 2AF	£65,000+*
25	Flat 8, 150 Upper Parliament Street, Liverpool L8 7LL	£50,000+*
26	8 Pitt Place, Liverpool L25 6HJ	£145,000+*
27	10 Pitt Place, Liverpool L25 6HJ	£140,000+*
28	Hafan Bach, Llanbedrog, Pwllheli, Gwynedd LL53 7PA	£120,000+*
29	44–46 Oxtan Road, Birkenhead, Merseyside CH41 2TW	£110,000+*
30	65 and 67 Ormskirk Street, St. Helens, Merseyside WA10 2SY	£150,000+*
31	139 Delamore Street, Liverpool L4 3ST	£75,000+*
32	Oddies Social Club, Halebank Road, Widnes, Cheshire WA8 8WN	£50,000+*
33	404/406 Manchester Road, Stocksbridge, Sheffield S36 2DS	£68,000+*
34	9 Saxony Road, Liverpool L7 8RT	£150,000+*
35	Section of Land, Garden Lane, Cadeby DN5 7SN	NIL RESERVE*
36	75 Saxony Road, Liverpool L7 8RU	£150,000+*
37	66 Olney Street, Liverpool L4 5QW	£55,000+*
38	22 Padstow Road, Liverpool L16 4PR	£175,000+*
39	Flat 67, Birchen House, 1 Canning Street, Birkenhead CH41 1ND	£50,000+*
40	29 Wykeham Street, Liverpool L4 1QY	£70,000+*
41	12 Pitt Place, Liverpool L25 6HJ	£140,000+*
42	81 Oak Leigh, Tuebrook, Liverpool L13 7EN	£60,000+*
43	56 Connaught Road, Liverpool L7 8RP	£150,000+*
44	21 Leopold Road, Kensington, Liverpool L7 8SP	£150,000+*
45	270 Claughton Road, Birkenhead, Merseyside CH41 4DX	£80,000+*
46	81 Dudley Street, Warrington WA2 7BQ	£65,000+*
47	233–237 Church Road, Birkenhead, Merseyside CH42 0LD	£325,000+*
48	67 Leopold Road, Kensington, Liverpool L7 8SR	£130,000+*
49	19 Parren Avenue, Whiston, Prescot, Merseyside L35 3SB	£115,000+*
50	2 Lower Breck Road, Liverpool L6 4BY	£120,000+*
51	8 Bingley Road, Liverpool L4 2TB	£65,000+*
52	2 & 4 Argyle Street, Accrington, Lancashire BB5 1DQ	£80,000+*
53	Apt 15 Mellor Close, Tarbock Green, Prescot, Merseyside L35 1RL	£60,000+*
54	34 Cumberland Street, Liverpool L1 6BU	£475,000+*
55	27 Beatrice Avenue, Wirral, Merseyside CH63 5JS	£70,000+*

56	20 Cumberland Street, Liverpool L1 6BU	£450,000+*
57	19 Warbreck Moor, Liverpool L9 4RN	£135,000+*
58	3 Beesands Close, Belle Vale, Liverpool L27 4XU	£80,000+*
59	46 Okehampton Road, Liverpool L16 6AZ	£175,000+*
60	31 Pine Close, Huyton, Liverpool L36 3RR	£70,000+*
61	184 Derby Road, Widnes, Cheshire WA8 3UG	£165,000+*
62	88 Longfellow Street, Liverpool L8 0QX	£50,000+*
63	5 Gonville Road, Bootle, Merseyside L20 9LN	£65,000+*
64	182 Derby Road, Widnes, Cheshire WA8 3UG	£165,000+*
65	41 Pottery Lane, Whiston, Prescot, Merseyside L35 3RG	£120,000+*
66	3 Bardsay Road, Liverpool L4 5SG	£50,000+*
67	Land on the southwest side of Auckland Road, Liverpool L18 0HX	£117,500+*
68	41 Howard Florey Avenue, Bootle, Merseyside L30 5SJ	£70,000+*
69	39 Padstow Road, Liverpool L16 4PP	£180,000+*
70	8 Sherwood Road, Killamarsh, Sheffield S21 2EG	£100,000+*
71	Master Lease, Falconhall Road/Long Lane Liverpool L9 6DP	£12,000+*
72	Flat 1, Falconhall Road, Liverpool L9 6DP	£30,000+*
73	Flat 32 Falconhall Road, Liverpool L9 6DP	£30,000+*
74	Flat 30 Falconhall Road, Liverpool L9 6DP	£30,000+*
75	Flat 265 Long Lane, Walton, Liverpool L9 6DN	£30,000+*
76	108 High Street, Wavertree, Liverpool L15 8JS	£110,000+*
77	25 Harebell Street, Liverpool L5 7RL	£40,000+*
78	134 Corner Brook, Liverpool L28 0QJ	£65,000+*
79	104 Lorenzo Drive, Liverpool L11 1BW	£75,000+*
80	Flat 3, 11 Hawarden Avenue, Liverpool L17 2AJ	SOLD PRIOR
81	53 Percy Street, Bootle, Merseyside L20 4PG	£90,000+*
82	12 Station Road, Prescot, Merseyside L34 5SW	£100,000+*
83	12 Vanbrugh Crescent, Liverpool L4 7TZ	£70,000+*
84	4 Cobbs Lane, Appleton, Warrington WA4 3BY	£150,000+*
85	Millbrow Bungalow, Southport Road, Scarisbrick, Ormskirk L40 8HG	£135,000+*
86	Room 94, flat A13 Phoenix Place, 5 Prince Edwin St, Liverpool L5 3AA	£25,000+*
87	89 Knutsford Road, Grappenhall, Warrington WA4 2NS	£152,500+*
88	10 Elphin Grove, Liverpool L4 5SP	£60,000+*
89	1a Greenfield Road, Liverpool L13 3BN	£45,000+*
90	5 Dee Park Road, Wirral, Merseyside CH60 3RG	£295,000+*
91	4 Rosslyn Street, Aigburth, Liverpool L17 7DN	£150,000+*
92	101 Orleans Road, Liverpool L13 5XW	£100,000+*
93	123 Westminster Road, Liverpool L4 4LW	£70,000+*
94	21 Esmond Street, Liverpool L6 5AY	£60,000+*
95	132 Lower Breck Road, Liverpool L6 0AG	£135,000+*
96	Apt 101, St Cyprians Student Hall, 90 Durning Rd, Liverpool L7 5NH	£40,000+*
97	Land formerly known as 2a Rawcliffe Rd, Liverpool L9 1AW	SOLD PRIOR
98	4 Broughton Drive, Aigburth, Liverpool L19 0PB	SOLD PRIOR
99	23 Winner Hill Road, Paignton, Devon TQ3 3BT	£200,000–£225,000*
100	14 Bethel Road, St. Austell, Cornwall PL25 3HA	£195,000+*
101	26 Adelaide Street & The Old Forge, Stonehouse, Plymouth PL1 3JG	SOLD PRIOR
102	Caer Bran & Land, Sancreed, Penzance, Cornwall TR20 8QZ	SOLD PRIOR
103	Little Poplars, Pilning Street, Pilning, Bristol BS35 4HL	£100,000+*
104	Penstraze Bungalow, Victoria, Roche, St. Austell, Cornwall PL26 8LG	£125,000+*
105	Flat 1, 2–4 Thurlow Road, Torquay TQ1 3DZ	£60,000+*
106	38 Fore Street, Torpoint, Cornwall PL11 2AG	£50,000+*
107	Flat 4, Sinclair House, Elmbank Road, Paignton, Devon TQ4 5NG	£75,000+*
108	70 Normandy Way, Plymouth PL5 1SR	£145,000+*
109	Ventonarren Vean, St. Newlyn East, Newquay, Cornwall TR8 5LN	£390,000+*
110	Crossing Cottage, New Molinnis, Bugle, St. Austell, PL26 8QL	£125,000+*
111	11, 13, 15 & 17 Dacre Street, Birkenhead, Merseyside CH41 6LZ	£118,000+*
112	Former Livingstone Pub, Livingstone Street, Birkenhead CH41 4HE	£15,000+*
113	32 Muriel Street, Liverpool L4 5SB	£55,000+*
114	41 Newcastle Road, Liverpool L15 9HP	£140,000+*



**Description**

A three bedroom, semi-detached property requiring refurbishment and enjoying an elevated position in the seaside town of Paignton. The property has a good sized terraced rear garden offering panoramic sea views and the benefit of on drive parking.

**Situated**

Paignton is a traditional seaside town offering a selection of shopping, leisure and educational facilities, with sandy beaches and a recently regenerated marina and harbourside.

**Ground Floor**

Entrance porch with utility cupboard, kitchen, lounge/diner, sun room.

**Viewings**

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

**First Floor**

Landing, three bedrooms, bathroom and separate WC.

**Outside**

On drive parking to the front of the property, patio and three areas of terraced garden to the rear.

**EPC Rating**

D







**Description**

A two bedroom detached bungalow situated in the popular Bethel area of St Austell. This spacious property offers a lounge/ diner with patio doors to the garden, kitchen, conservatory, two double bedrooms and bathroom, garage and additional on drive parking, outbuildings, BBQ area and has the potential for a loft conversion, subject to any requisite consents, with windows already installed.

**Situated**

The Bethel area of St Austell is well positioned for a range of amenities including local Spar shop, primary school rated outstanding by OFSTED as well as two play parks. Further afield, the historic market town of St Austell offers a wider range of educational and recreational facilities including a multi-million pound shopping centre, leisure centre, multi-screen cinema, mainline railway and a multitude of primary, secondary and tertiary schooling.

**Ground Floor**

Entrance porch, hallway, lounge/ diner, kitchen, conservatory, two double bedrooms and bathroom.

**Outside**

Lawned and gravelled rear garden with BBQ area and useful outbuildings, garage and additional on drive parking.

**EPC Rating**

D

**Auctioneer's note**

We understand that the property is likely to be suitable for cash purchasers only. A copy of the mining report is available in the legal pack. Interested parties must make and rely upon their own enquiries and inspections.



**Viewings**

Strictly by prior appointment with Stratton Creber St Austell 01726 73254. General enquiries Countrywide Property Auctions 01395 275691.





**Description**

A residential lettings opportunity to acquire the freehold Grade II Listed buildings comprising 26 Adelaide Street, with two x one bedroom flats and a three bedroom maisonette on the upper floors, along with a link detached two bedroom house and associated shared courtyard garden area. The properties are all let on established rolling ASTs generating a modest income of £21,360pae, offering the potential for an uplift on the current rental income, or perhaps for a break-up and resale opportunity.

**Situated**

Adelaide street is centrally located in the Stonehouse area of the city and within walking distance to the vibrant Plymouth city centre, pannier market and Drake Circus Shopping Mall. Local transport links can be found close by including the main Plymouth bus and railway station. Central Park is also within close proximity and the Life Centre where you will find swimming and fitness facilities.

**26 Adelaide Street**

**Ground Floor**

Communal entrance hall and stairs to the upper floors.

**Ground Floor Flat**

Lounge, kitchen, bedroom and shower room

**First Floor Flat**

Lounge, kitchen, bedroom and bathroom

**Maisonette**

Lounge kitchen, bedroom and bathroom.

**Top Floor**

Two further bedrooms.

**The Old Forge Ground Floor**

Kitchen, bedroom two and bathroom.



**First Floor**

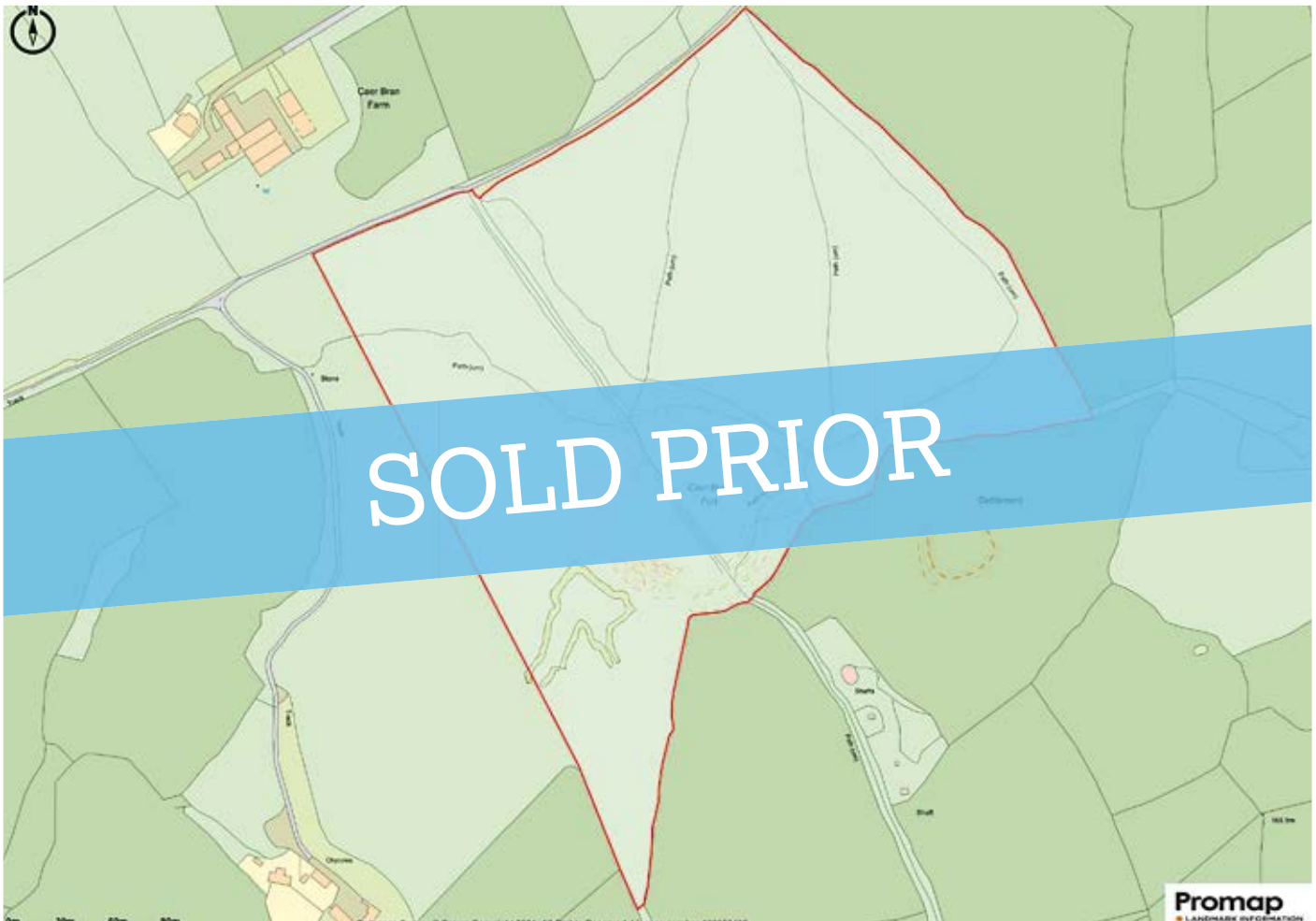
Full size lounge with Juliette balcony, stairs to mezzanine level and main bedroom area.

**Outside**

Shared enclosed courtyard area with dual access.

**Viewings**

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



**Description**

A once in a lifetime opportunity to acquire a truly unique piece of Cornish history with the remains of an Iron Age Hill Fort and surrounding land totalling circa 23.4 acres comprising a mix of agricultural land, a Christmas tree plantation and a former quarry, with 360 degree panoramic views on the Penwith peninsula. The land is designated as an Area of Outstanding Natural Beauty, is an Historic Landscape and Area of Great Historic Value, an Area of Great Scientific Value, classed as a Scheduled Ancient Monument and is Open Access Land.

**Situated**

The site is situated circa 1.5 miles to the west of Sancreed and to the north of Brane, accessed off the road leading from Sancreed to Grumbla and St. Just.

**Viewings**

At any reasonable time during daylight hours and at the viewers own risk. Further information is available from Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.

**Note**

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





**Description**

A two bedroom detached bungalow of non-traditional construction set in a plot size of 0.18 acres set in the highly sought after village of Pilning. The property offers good sized living accommodation with two reception rooms, two bedrooms, kitchen, utility room, sun room and attached garage. Little Poplars offers a tremendous opportunity for either full refurbishment or perhaps replacement of the existing dwelling, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of South Gloucestershire Council planning department.

**Situated**

Pilning is a highly sought after village with local facilities and amenities including St Peters Primary, village shop and post office, public house and church, with a rail link from nearby Severn Beach to Clifton Down and Templemeads, access to both the M4 and M5 within 5 miles and Bristol Airport circa 18 miles.

**Ground Floor**

Entrance hall, sitting room, dining room, kitchen, utility room, sun room, two bedrooms and bathroom.

**Outside**

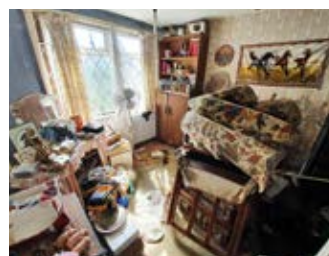
Attached garage/car port and gardens of circa 0.18 acres requiring formalisation.

**EPC Rating**

G

**Viewings**

Strictly by prior appointment with Taylors Bradley Stoke 01454 617697. General enquiries Countrywide Property Auctions 01395 275691.





**Description**

A three bedroom, two reception room detached bungalow requiring refurbishment, with a sun room/conservatory. The property has a detached garage for repair/replacement and a range of useful outbuildings set in a plot size of 0.19 acres of mature gardens requiring formalisation. The property may also lend itself to further extension and possibly redevelopment, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

**Situated**

Roche is a popular village situated 6 miles North of St Austell and within half a mile of the main A30 Trunk Road, giving access towards the cathedral city of Truro. There are local shops, amenities, a school, sporting facilities and a doctor's surgery all within a few minutes walk from the property. There are many fine walks to be enjoyed in the near vicinity and both the Eden Project and Lost Gardens of Heligan are only a short drive away. St Austell town centre offers a wider range of shopping, educational and recreational facilities.

**Ground Floor**

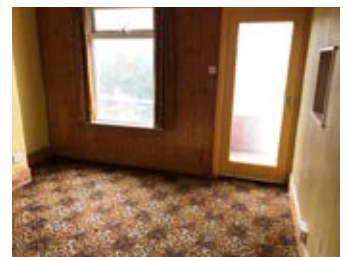
Entrance hall, sitting room, dining room, kitchen, sun room/conservatory, three bedrooms and bathroom.

**Outside**

Level gardens for formalisation, detached garage and useful outbuildings.

**EPC Rating**

TBC



**Viewings**

Strictly by prior appointment with Stratton Creber St Austell 01736 73254. General enquiries Countrywide Property Auctions 01395 275691.



General view of building



**Description**

A vacant ground floor apartment having the benefit of its own private entrance, parking, a small patio area, use of the communal gardens and a further secluded garden area shared solely with Flat 3, forming part of the Marlborough House complex. Whilst in need of some refurbishment the property is likely to appeal to both owner occupiers and those looking for a residential lettings investment to add to their portfolio. The property has the remainder of a 125 year lease dated 25/03/2006 and was previously let at £550pcm/£6,600pae offering a gross yield of 11% at guide.

**Situated**

Thurlow Road is a well established residential area situated in proximity to Torquay town centre, offering a comprehensive range of shopping, leisure and educational facilities, along with sandy beaches and a marina.

**Ground Floor**

Flat 1 Living room with bedroom area off, inner hallway, former kitchen and a bathroom.

**Outside**

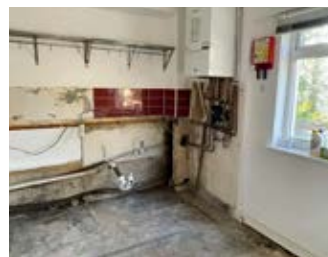
Small patio area, private garden shared with Flat 3, communal gardens and parking.

**EPC Rating**

TBC

**Viewings**

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



General view of building



General view of building



**Description**

A vacant studio apartment with accommodation arranged over the ground and first floors, having the benefit of a parking space, external storage shed and being within easy walking distance for Torpoint town centre shops, library, post office and the Torpoint Ferry crossing to Plymouth. The property is likely to be of interest to both owner occupiers and the residential lettings fraternity.

**Situated**

Torpoint offers a range of facilities and amenities including shops, supermarkets, schools, doctors, post office, public houses and commuter links to Plymouth via the Torpoint Ferry. Antony House, Mount Edgcumbe Country Park and the beaches along the Whitsand Bay coastline are all within a 10 mile radius of the town centre.

**Ground Floor**

Entrance hall, shower room.

**First Floor**

Open plan lounge/kitchen/diner and sleeping platform.

**Outside**

Allocated parking space and external storage shed.

**EPC Rating**

E

**Viewings**

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





General view of building

### Description

A vacant purpose built one bedroom apartment with an allocated parking space and secure communal entrance hall. This first floor property offers a sitting room, bedroom, kitchen and bathroom, situated in close proximity to the town centre, bus and railway stations.

### Situated

The property is situated in popular residential area of St. Michaels. Paignton is a seaside town on the coast of Torbay in Devon, with a bustling town centre, main precinct and its high street stores and gift shops. Number of coastal paths that link the beaches, and harbour. Bus and rail links to neighbouring towns.

### Ground Floor

Secure communal entrance hall with stairs rising to all floors.

### First Floor

**Flat 4** Entrance hall, sitting room, kitchen, bedroom and bathroom.

### Outside

Allocated parking space.

### Viewings

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

### EPC Rating

C







### Description

A sizeable three storey mid terrace property set in an established residential area in proximity of St Budeaux shopping centre. The property is currently arranged as a ground floor one bedroom flat and a three bedroom maisonette on the upper floors, both currently let on ASTs and generating £1,115pcm/£13,380pae, with a walled frontage, rear courtyard and a garage accessed from the service lane.

### Situated

St Budeaux offers a range of shopping and leisure facilities, primary schools, library, churches and public houses, with regular public transport by bus and rail to Plymouth city centre and being readily commutable to the A38.

### Ground Floor

Communal entrance hall with stairs rising to the upper floors.

**Ground Floor Flat** Sitting room, kitchen, bedroom and bathroom.

### Maisonette

#### First Floor

Landing, kitchen, sitting room, bedroom.

#### Top Floor

Two further bedrooms and bathroom.

### Outside

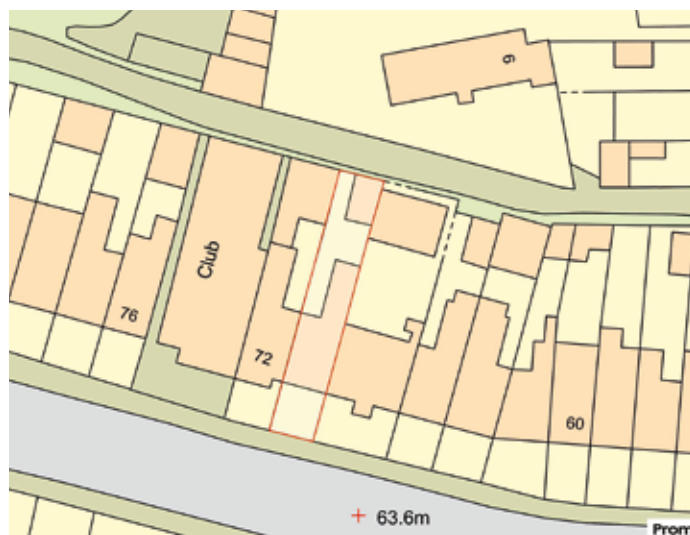
Walled frontage, rear courtyard and garage accessed via the rear service lane.

### Viewings

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

### EPC Rating

Ground Floor Flat – D  
First Floor Flat – E





### Description

A rare opportunity to acquire a spacious three bedroom detached character cottage requiring refurbishment, enjoying gardens of circa 0.16 acres on the rural fringes of the highly sought after village St Newlyn East. Surrounded by open farmland on all sides the property also has the benefit of a detached two storey garage, on drive parking and a useful outbuilding, offering tremendous potential to create an enviable rural family home while being just a short walking distance of the village facilities and amenities.

### Situated

The quaint village of St Newlyn East offers a primary school, butchers shop, a general stores, church and a family friendly pub with the popular coastal town of Newquay, circa 5 miles away, offering a comprehensive range of shopping, leisure and educational facilities.

### Ground Floor

Entrance hall, dual aspect sitting room, dining room, inner hallway with stairs to the first floor, kitchen/breakfast room, rear lobby giving access to the garden.

fully enhance the property and are bordered by open farmland on all sides, having a two storey detached garage, useful outbuilding and additional on drive parking.

### First Floor

Landing and three bedrooms.

### EPC Rating

TBC

### Outside

The gardens extend to circa 0.16 acres requiring formalisation to



### Viewings

Strictly by prior appointment only with Miller Countrywide Newquay 01637 871242. General enquiries Countrywide Property auctions 01395 275691.

### Auctioneer's note

The property is to be sold as seen and will not be cleared.





**Description**

A two bedroom detached bungalow requiring modernisation and offering the potential for reconfiguration of the existing accommodation to provide a third bedroom subject to any requisite consents. Having the benefit of level gardens, garage and additional on drive parking, the property is also conveniently situated for the facilities and amenities of Bugle village centre, local train station and is readily commutable to both St Austell and the A30.

**Situated**

Bugle offers a convenience store, public house, takeaway food outlets, church and hairdressing salon and a school catering for children aged 2-11 years, with further facilities and amenities to be found at St Austell circa 5 miles.

**Ground Floor**

Entrance hall, lounge/diner, kitchen/breakfast room, sun porch, two double bedrooms and bathroom.

**Outside**

Level gardens, detached garage, summer house and on drive parking space.

**EPC Rating**

TBC

**Viewings**

Strictly by prior appointment with Stratton Creber St Austell 01726 73254. General enquiries Countrywide Property Auctions 01395 275691.





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# Money Laundering Regulations

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Due to Money Laundering Regulations for buying and selling at auction, we are now required by law to ID check everyone who intends to bid at auction. This information is in order for us to carry out customer due diligence in compliance with the regulations. There are no exceptions and Sutton Kersh takes its obligations very seriously.

IF YOU HAVE ANY QUERIES, PLEASE CONTACT US ON 0151 207 6315. Thank you for your understanding and helping us comply with these regulations.

## ID can be approved as follows:

The quickest and easiest way for us to verify your identity and for you to become "bid ready" is via our online registration process. You will be invited to complete our process via your tablet or smartphone using our partners Credas verification app. Once you are verified you will be able to complete telephone, internet or proxy bidding forms through your user account.

### Alternatively

If you are unable to complete our online registration process and will be sending us a hard copy of the remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. A list of acceptable documents can be found below.

Registration must be completed in advance of the auction date, otherwise you will be unable to bid.

Solicitors, the bank, an accountant, or other professional body including ourselves can certify the relevant ID. <https://www.gov.uk/certifying-a-document>.

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

1. In the case of **an individual bidding at auction**, we require 3 forms of certified ID, one photographic and one proof of residence – a list of acceptable documents can be found below.
2. In the case of **an individual acting on behalf of a third party individual**, we require all parties to complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
3. In the case of **an individual acting on behalf of a UK registered limited company or Limited Liability Partnership (LLP)** we will require evidence of authorisation to act together with details about the company including:
  - Company Registration Number
  - Certificate of incorporation
  - Proof of Registered Office Address
  - Full names of Board of Directors
  - For an LLP, ID for 2 designated members
  - Proof of Registered Office Address
  - ID for the individual(s) controlling the transaction
  - ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights
  - For LLPs we require ID for 2 designated members
4. In the case of **business partnerships**, we require all partners and any parties controlling the transaction to complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
5. In the case of **Trusts** we require a copy of the trust deed, ID for the trustees and ID for any beneficiary with an interest of more than 25% in the trust. All parties must complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
6. Funds for the deposit – The deposit must be paid form a UK bank or building society. We may ask for evidence of the source of funds and the link between the bidder or buyer and the provider of the funds.
7. Your ID will be kept on file in line with our group document retention policy and we will only require updated documents if your name or address changes. Any documents provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering obligations. We will also electronically verify your identity, Credas will undertake a search with Experian for the purposes of verifying your identity. To do so, Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access this is not a credit check but may leave a soft footprint on your records. Experian may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
8. Pre-registration to bid remotely will need to be in place 24 hours before the date of the auction. In all cases we will require proof of funds.

## Acceptable Identification Documents

We require **both** primary and secondary identification documents.

Please note, the same ID document(s) cannot be used more than once. We **do not** accept expired documents outside of their valid dates.

### **A** Primary documents – individual’s proof of ID

(one document from **List 1** or one document from **both List 2 and List 3**)

#### **List 1:**

- Valid passport with a full Machine Readable Zone (MRZ)
- Valid photo card driving licence (Full and Provisional)
- Valid full National Identity Card with MRZ (both sides)
- Valid Firearms certificate/shotgun licence.
- Valid UK Biometric Residence Permit (both sides)

or

#### **List 2:**

- Local authority council tax bill (for the current council tax year)
- Department of Work & Pensions letter within the last **12** months
- Her Majesty’s Revenue and Customs (HMRC) notification dated within the last **12** months
- Disclosure and Barring Service (DBS) letter within the last **12** months
- Home Office Letter within the last **12** months
- Valid full UK driving licence (non-photo, paper) issued before 1998 (as long as the address is current)

and

#### **List 3:**

- Local authority council tax bill (for the current council tax year)
- Utility bill (such as electricity, gas, landline, satellite TV or water bill dated within the last **3** months (**accept internet printed**))
- Bank Letter within the last **3** months
- Credit card statement, dated within the last **3** months
- Bank/building society statements/summary, dated within the last **3** months including account number and sort code, as verifiable (**accept internet printed**)
- Court appointment letter within the last **12** months

### **B** Secondary documentation – individual’s proof of address

**Secondary identification documents must show full name and current home address. We accept downloaded utility bills and bank statements printed from the internet, as identified below, however for all other documents, we must see/verify the originals.**

**Note:** to avoid any delays please do not delete bank account numbers and sort codes, National Insurance numbers as we are able to verify these details.

**Note:** we do **not** accept expired documents outside of their valid dates.

- Valid full photo card driving licence (Full and Provisional)
- UK bank/building society statements/summary, dated within the last **3** months including account number and sort code, as verifiable (**accept internet printed**)
- Mortgage statement, (dated within the last **3** months) (**accept internet printed**)
- Utility bill (such as electricity, gas, landline, satellite TV or water bill dated within the last **3** months (**accept internet printed**))
- Local authority council tax bill (for the current council tax year)
- Local/State Benefit Letter within the last **12** months
- Her Majesty’s Revenue and Customs (HMRC) notification dated within the last **12** months
- Royal Mail – mail redirection confirmation within the last **3** months
- TV Licence within the last **12** months
- Letter from a Solicitors Regulatory Authority authorised Solicitor within the last **3** months
- Current tenancy agreement issued by a solicitor, Housing Association, Council or reputable letting agent.

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# Nothing take your fancy?

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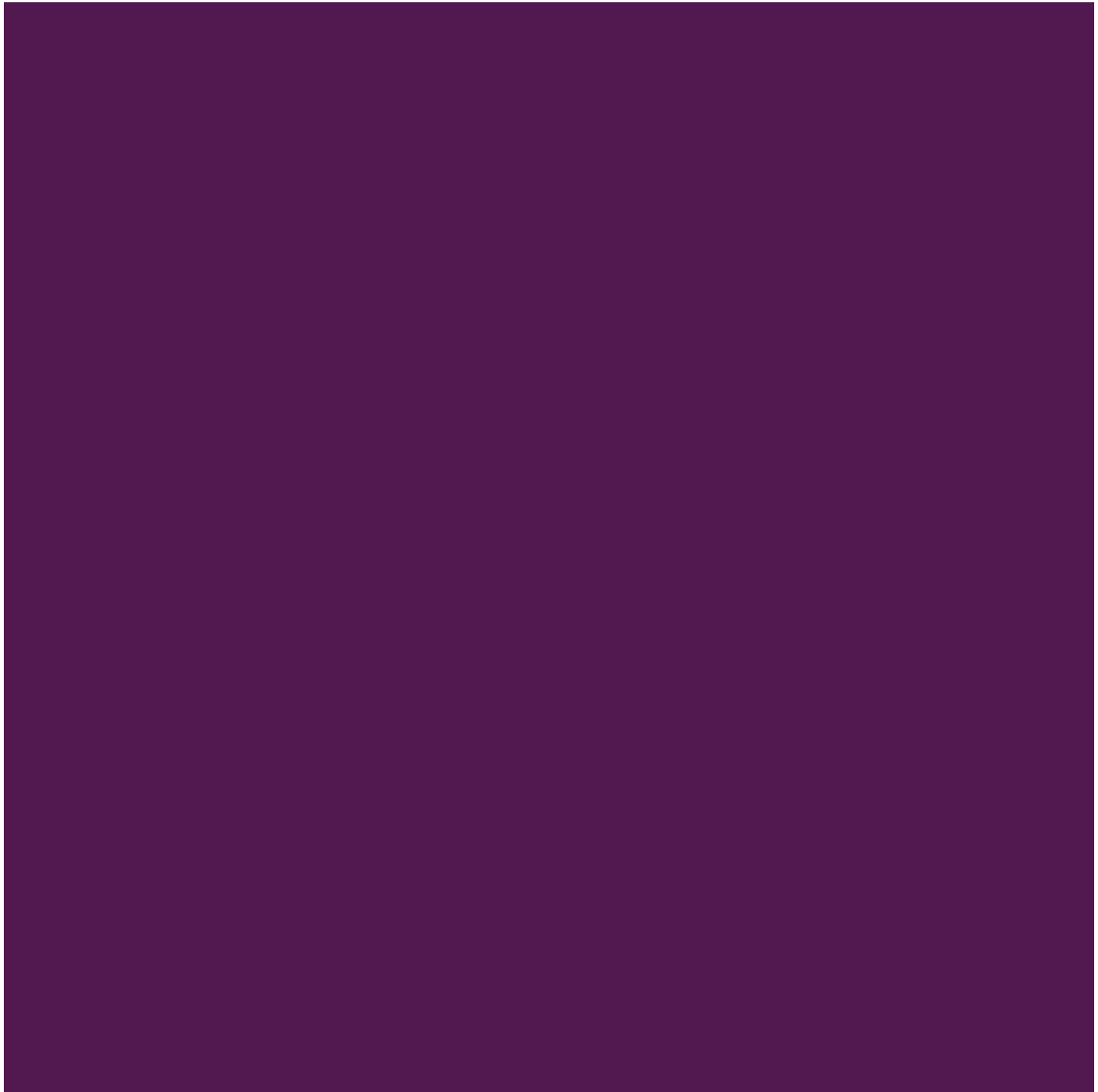
So visit [suttonkersh.sdlauctions.co.uk](https://suttonkersh.sdlauctions.co.uk) to see what we are selling online!





- CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoings and other liabilities;
  - (g) any interest which overrides, under the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
  - (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
  - (b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
  - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.
- G2 Deposit**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
  - (b) 10% of the PRICE (exclusive of any VAT on the PRICE).
- G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- G3 Between CONTRACT and COMPLETION**
- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
  - (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
  - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
  - (c) gives no warranty as to the adequacy of the insurance;
  - (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
  - (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;
- and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
- G4 Title and identity**
- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
  - (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
  - (c) If title is in the course of registration, title is to consist of:
    - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
    - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
  - (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
  - (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- G5 TRANSFER**
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
  - (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
  - (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
  - (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- G6 COMPLETION**
- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
  - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.
- G7 Notice to complete**
- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence. The person giving the notice must be READY TO COMPLETE.
- G7.2 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the LOT; and
  - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.
- G8 If the CONTRACT is brought to an end**
- If the CONTRACT is lawfully brought to an end:
- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
  - (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.
- G9 Landlord's licence**
- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
  - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
- G10 Interest and apportionments**
- G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- (a) the BUYER is liable to pay interest; and
  - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
- G11 ARREARS**
- Part 1 – Current rent*
- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – BUYER to pay for ARREARS*
- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
- G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.
- Part 3 – BUYER not to pay for ARREARS*
- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
  - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
  - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
  - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
  - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
  - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.
- G12 Management**
- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
  - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
  - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.





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