# Property Auction Commercial and residential property for sale

# Working in partnership with



# Thursday 28th February at 1.00pm

Sandy Park Conference Centre Sandy Park Way Exeter EX2 7NN



# Auction venue & calendar



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

Exeter Office Tel: 01395 275691

# Auction programme 2019

LIVERPOOL

AUCTION DATES 28th February 25th April 27th June 5th September 24th October 11th December

- **CLOSING DATES** 29th January 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.





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

**Closing date** 

1st February

29th March

16th August

27th September

15th November

31st May

Sheffield Office Tel: 0114 254 1185

#### Auction

6th March 1st May 4th July 18th September 30th October 17th December

# 

# John. Francis

Parc y Scarlets Llanelli SA14 9UZ

Head Office Tel: 01267 221554

#### Auction

9 May 18 July 26 September 28 November Closing date

Auction 14th February 28 March 15th May 11th July 12th September 31st October 12th December

Crowne Plaza

Liverpool L3 1QW

Liverpool Office

Tel: 0151 207 6315

**SuttonKersh** 

2 St Nicholas Place, Pier Head,

#### **Closing date**

18th January 1st March 19th April 14th June 16th August 4th October 15th November



# Our coverage is our strength

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. **Telephone 01395 275691**.

# Auctioneer's pre-sale announcements

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

- 1 The auctioneer will offer all lots in the order as shown in the catalogue.
- 2 An addendum to the catalogue and Conditions of Sale is currently available for distribution in the auction room.
- 3 This addendum is an important document providing updates and corrections to the auction catalogue.
- 4 Countrywide will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
- 5 Would prospective purchasers please ensure they have a copy of the auction catalogue and an addendum prior to bidding.
- 6 Prospective purchasers are deemed to have read the addendum whether they have done so or not.
- 7 You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot.
- 8 The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to auction date.
- 9 You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content. Please note that some legal packs may contain additional fees (such as the requirement for the seller to pay the vendor's legal fees).

- 10 If you have a question in respect of any of the lots within the catalogue would you please ask one of the Countrywide representatives who will attempt to answer your question during the auction. The auctioneer will not answer any questions whilst the auction is proceeding.
- 11 Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more. (see definition of Guide Prices below)
- 12 The auctioneer will not describe each individual property in detail or elaborate on its features or finer points. He will merely state the address, lot number and a very brief description.
- 13 Please remember it is the bidder's duty to attract the auctioneer's attention.
- 14 Please bid clearly and do not delay.
- 15 At the fall of the hammer the successful bidder will be in a binding contract of sale. At this point, an auction runner will come to your place of bidding, take your name and address and details of your solicitor and will lead you to one of the contract tables in the auction room.

Identification details (details of which are available from Countrywide staff) will be required from you. Please make sure that you have the required documentation readily available. If in doubt, please contact a member of the auction team prior to bidding.

You will then be invited to sign the Memorandum or Contract of Sale and provide a 10% deposit cheque subject to a minimum of £3,000 whichever is the greater. Please note we will not accept cash deposits under any circumstances.

16 We only accept deposit cheques on the basis that there are adequate funds

in the account on which the cheque is drawn. We reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation.

- 17 A successful purchaser will also be required to pay a Buyer's Administration charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) by cheque made payable to Countrywide.
- 18 Completion of the sale and payment of the balance of the purchase money is 28 days after the auction unless the conditions of sale provide otherwise.
- 19 Unless otherwise stated all property is sold subject to a reserve price whether declared or not. (see definition of Reserve Prices below)
- 20 Please note that purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required it may be arranged through the auctioneers with the express permission of the vendor.
- 21 Countrywide hold regular property auctions throughout the year.
- 22 Countrywide operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.



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

#### **GUIDE PRICE**

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

#### **RESERVE PRICE**

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

#### **BUYER'S FEES**

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

# Bidder's registration and identification form

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

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

FOR COUNTRYWIDE USE ONLY:	
Lot/s	Bidder No
Bidder:	
First name(s)	Surname
Address	
Postcode	Tel no
Mobile no	Email
SECURITY QUESTIONS Date of birth / /	Mother's maiden name
Bidder's solicitor:	
Firm	Contact name
Address	
Postcode	Tel no
Bidder's signature	Date
	cation documentation details requested are required under the Money Laundering by Countrywide for a minimum of 6 years from the above date. The details may also
	tion will be processed in accordance with the General Data Protection Regulation. Full .countrywide.co.uk/notices/PrivacyNotice.pdf. Print copies of our privacy notice are cessed, please contact us a privacy@countrywide.co.uk.
How will you be paying 10% deposit and buyers admin fee?	Cheque 🗌 Debit card 📄 Bank Transfer
Note: The deposit payable on each Lot is 10% of the purchase pri The Administration Charge is £900 including VAT on each Lot.	ce or a minimum of £3000 (whichever is greater).
Do you wish to be added to the mailing list? Would you like Tick Item Ref No	e to be contacted by our finance partner, Buy to Let?
FOR COUNTRYWIDE OFFICE USE ONLY: Identification doe	cumentation seen (one from each list)

Prior to bidding you must provide 2 forms of ID, one photographic and one proof of residence - a list of acceptable ID documents can be seen below. In all cases we will require proof of funds.

#### List A – Photographic evidence of Identity

List B – Evidence of Residence

Tick	Item	Ref No	Tick	Item	Ref No
	Valid Passport with MRZ (Machine Readable Zone – two			Valid full UK photo driving licence.	
	alphanumeric lines on photo page as verifiable.)			Valid full UK Driving licence (Non photo)	
	Valid full UK photo driving licence.			issued before 1998	
	Valid EU/EEA/Switzerland photo driving licence.			Local authority council tax bill (dated within the	
	Valid EU/EEA/Switzerland national Identity Card.	U/EEA/Switzerland national Identity Card.		last 12 months).	
	Valid UK Armed Forces ID Card.			UK Bank / Building societies statements/bills showing activity, dated within the last 6 mths. Including account number and	
	Valid UK Biometric Residence Permit (When copying include			sort code as verifiable.) (Accept internet printed.)	
	both sides.)			UK mortgage statement (dated within the last 12 months)	
	Valid Blue Badge scheme (disabled pass with photo)			(Accept internet printed.)	
	Valid Freedom Pass			Utility bills dated within the last 6 months including – Electricity	
	Valid Local Authority Bus pass			bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. (Accept internet printed.) (Not mobile phone bills.)	
	Valid full UK Driving licence (Non photo, paper) issued before 1998			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 including National insurance Number dated within the last 12 months			Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	
Signer	on behalf of Countrywide		L	,	

Signed on behalf of Countrywide .....

Once you have completed this form please send to: Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW or email along with certified copies of your ID to to auctions@countrywide.co.uk

# Money Laundering Regulations

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

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

- 1. In the case of an **individual** purchasing at auction, we will require a certified copy of a passport and utility bill.
- 2. In the case of an **individual acting on behalf of a third party individual**, we will require a certified copy of a passport and recent utility bill from **both parties**.
- 3. In the case of an **individual acting on behalf of a company** we will require details about the company including ownership information on the ultimate holding company and ultimate beneficial owners of the company, including current addresses and dates of birth.
- 4. If you are **unable to attend in person** or will be sending us a remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
- 5. Your ID will be kept on file for 6 years and will we will only require updated documents if you change address.
- 6. Registration on the day of the auction opens from 11:00am so please ensure you arrive early to ensure we have been able to satisfactory fulfil the necessary requirements. **In all cases we will require proof of funds.**

# Prior to bidding you must provide 2 forms of ID, one photographic and one proof of residence – a list of acceptable ID documents can be seen below. In all cases we will require proof of funds.

List A – Photographic evidence of Identity

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

#### ID can be approved as follows:

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

## All certified ID can be sent to us at auctions@countrywide.co.uk

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

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

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

# Order of Sale Thursday **28th February**

1	39 Fore Street, Pool, Redruth, Cornwall TR15 3DY	£70,000+
2	Flat 2, 15a Market Street, Torquay TQ1 3AF	<b>£40,000</b> +
3	Plot adj to 8 Drakes Park, Bere Alston, Yelverton, Devon PL20 7DY	£50,000+
4	3 Beacon View, Chapel Road, Foxhole, St. Austell, Cornwall PL26 7UG	<b>£140,000</b> +
5	208 Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY	£10,000-£15,000
6	17 Thatched Cottage Park, Southampton Road, Lyndhurst, Hampshire SO43 7BW	£90,000+
7	10 & 10a Arnside Road, Bristol BS10 6AT	£95,000+
8	Cypress, 35 Totnes Road, Paignton, Devon TQ4 5LA	£325,000+
9	97 Durnford Street, Plymouth PL1 3QP	£210,000+
10	1 Hogshill Street, Beaminster, Dorset DT8 3AE	£175,000+
11	8 Bodriggy Street, Hayle, Cornwall TR27 4NB	£110,000+
12	124 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£15,000-£20,000
13	Land adj Cherrywood House, Pound Lane, Bodmin, Cornwall PL31 2BT	£45,000-£50,000
14	Lilac Cottage, Stokeinteignhead, Newton Abbot, Devon TQ12 4QH	£230,000+
15	59 High Street, Ilfracombe, Devon EX34 9QB	£198,000+
16	Cliff House, Gunwalloe, Helston, Cornwall TR12 7QB	<b>£425,000</b> +
17	45 Molesworth Terrace, Millbrook, Torpoint, Cornwall PL10 1DH	<b>£135,000</b> +
18	The Old Barn, Cotleigh, Honiton, Devon EX14 9HP	SOLD PRIOR
19	7 Mount Pleasant, Crewkerne, Somerset TA18 7AH	<b>£125,000</b> +
20	61 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£12,500-£15,000
21	75 Cecil Street, Plymouth PL1 5HR	<b>£150,000</b> +
22	217 Corporation Road, Newport, Gwent NP19 0EB	WITHDRAWN
23	St Maur, 8 Knowles Hill Road, Newton Abbot, Devon TQ12 2PW	£500,000+
24	11 Park View, Liskeard, Cornwall PL14 3EE	<b>£100,000</b> +
25	Land adj to Swanpool Court, Swanpool, Falmouth, Cornwall TR11 5BG	<b>£150,000</b> +
26	Land adjacent 7a Babis Farm Row, Saltash, Cornwall PL12 4TQ	£30,000–£40,000
27	2 Redbrooke Road, Camborne, Cornwall TR14 7AX	<b>£140,000</b> +
28	69 Neath Road, Plymouth PL4 8TG	£120,000-£140,000
29	Tresahor Praze Quarry, Constantine, Falmouth, Cornwall TR11 5PL	£75,000-£100,000
30	35 Norton Road, Knowle, Bristol BS4 2EZ	£335,000+

Now collecting for our next Auction

# **Thursday 25th April** Closing 26th March

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

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

# 1 39 Fore Street, Pool, Redruth, Cornwall TR15 3DY \*GUIDE PRICE £70,000+



A three bedroom terraced property set in Pool, Redruth, requiring renovation and modernisation.

#### DESCRIPTION

A three bedroom terraced house which now requires renovation. The property is ideal as a project and features ample ground floor accommodation, as well as a separate utility room to the rear and enclosed garden. Neighbouring properties have benefitted from removing the two outdoor brick built storage sheds to create off road parking.

#### LOCATION

Pool is part of the ecclesiastical parish of Illogan, Redruth. Set in close proximity to the property itself are shopping facilities, a health centre and bus routes into Camborne and Redruth town centres, where they also feature train stations serving the main Cornish train line which links into London.

#### ACCOMMODATION

**Ground Floor** Lounge, dining room, breakfast room, kitchen and bathroom. **First Floor** Three bedrooms.

**Outside** To the rear is a separate utility or workshop room with lighting, power and plumbing. The remainder of the garden is laid to lawn with a pathway leading to two brick built sheds and a gate to the rear access lane.



**EPC** Energy Efficiency Rating – TBC

AUCTION VALUER Lucy Fuller

#### VIEWING

Strictly by appointment only with Miller Countrywide Camborne 01209 710303. General enquiries Countrywide Property Auctions 01395 275691.





# <sup>LOT</sup> Flat 2, 15a Market Street, Torquay TQ1 3AF \*GUIDE PRICE £40,000+



## A one bedroom ideal buy to let apartment located in the town centre of Torquay.

#### DESCRIPTION

This apartment is located in the heart of Torquay town centre and would be ideal buy to let investment. The property comprises a lounge, separate kitchen, bathroom and a good sized bedroom.

#### LOCATION

Torquay is located within the South Devon coastal Borough of Torbay, alongside Paignton and Brixham. The town benefits from major supermarkets, a bowling alley and cinema. The busy Harbourside area features an array of shops and restaurants, alongside bars and pubs, with visitor attractions including a ferry service to Brixham and amusement arcades. Newton Abbot is approximately 6.7 miles by car.

#### ACCOMMODATION

Entrance hallway with stairs leading to Flat 2. **Flat 2** Lounge, separate kitchen, bedroom and bathroom.

#### EPC

Energy Efficiency Rating – C

#### **AUCTION VALUER**

Lucy Fuller



First Floor







#### VIEWING

For further details contact the Auctioneers immediately. Telephone 01395 275691.

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in.

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

## Plot adj to 8 Drakes Park, Bere Alston, Yelverton, Devon PL20 7DY \*GUIDE PRICE £50,000+



A parcel of land located in a desirable residential area of Bere Alston in West Devon, with planning permission for a detached residence.

#### DESCRIPTION

3

A parcel of land with outline planning for a detached residence under the application number 4043/17/OPA granted on the 16th of May 2018.

#### LOCATION

Bere Alston is a small town located in West Devon approximately 6.5 miles from Tavistock. The village is notable for having one of the oldest primary schools in Devon, Maynard's School, erected by Sir John Maynard in 1665, the original building still forms part of the primary school today.

#### LAND

Land Information The land is located adjacent to a residential dwelling in Drakes Park, Bere Alston, Devon.

#### PROPOSED ACCOMMODATION

The outline planning has been granted with conditions for a three bedroom detached dwelling.

#### NOTE

For planning enquiries please contact the West Devon borough Council planning department on 01822 813600.





#### **EPC** Energy Efficiency Rating – Exempt

AUCTION VALUER Lucy Fuller

#### VIEWING

Viewing can take place during reasonable daylight hours at viewer's own risk. General enquiries Countrywide Property Auctions 01395 275691.

# 3 Beacon View, Chapel Road, Foxhole, St. Austell, Cornwall PL26 7UG \*GUIDE PRICE £140,000+



A three bedroom, three reception semi detached house set on the fringes of Foxhole village in St. Austell.

#### DESCRIPTION

LOT

4

Now requiring some modernisation, this three bedroom semi-detached property offers a good amount of accommodation. The property is deceptively spacious and benefits from a generous sized rear garden and some outbuildings to the rear.

#### LOCATION

Foxhole village offers a primary school, fish and chip shop, village store, Post Office, medical centre and benefits from fantastic walks and scenery. The main town of St. Austell is known for a busy shopping precinct and is famed for the St. Austell Brewery and being within easy driving distance of The Eden Project.

#### ACCOMMODATION

**Ground Floor** Lounge, dining room, breakfast room, kitchen, utility room, bathroom and shower room.

**First Floor** Three bedrooms with the master benefitting from a wash room.

**Outside** To the front is off road parking for up to two vehicles. To the rear is a garden which is currently separated into two sections. The first section features a patio area and fence between both sides. The second section



houses a large storage shed, planting areas and leads to a stone built storage shed.

#### EPC

Energy Efficiency Rating – E

#### **AUCTION VALUER**

Lucy Fuller

#### VIEWING

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





## 208 Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY \*GUIDE PRICE £10,000-£15,000



A two bedroom detached holiday chalet located in Atlantic Bays holiday park in St. Merryn.

#### DESCRIPTION

5

This light and airy chalet on the Atlantic Bays holiday park benefits from two double bedrooms, open plan kitchen/living area, a good size family bathroom and to the front you will find decking. The Chalet has 10 months holiday use. Early viewings recommended.

#### LOCATION

Set on a favoured and popular holiday park, just a mile and a half from St Merryn village and several sandy beaches including Harlyn, Treyarnon and Constantine. There is a bar and launderette on site as well as entertainment. The site is open from March to December. The village offers a host of shops restaurants and main amenities. Padstow is within 5 miles from the site.

#### ACCOMMODATION

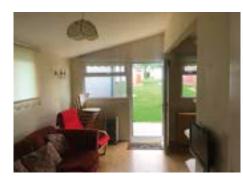
Chalet Open plan lounge kitchen, two bedrooms and bathroom. Outside Decked seating area with easily maintained shrubs bordering.

#### EPC

Energy Efficiency Rating – Exempt

## **AUCTION VALUER**

Lucy Fuller





Strictly by appointment only with Stratton

Creber Padstow 01841 532230. General

VIEWING







enquiries Countrywide Property Auctions 01395 275691.

#### www.countrywidepropertyauctions.co.uk

17 Thatched Cottage Park, Southampton Road, Lyndhurst, Hampshire SO43 7BW <sup>\*</sup>GUIDE PRICE £90,000+



A two bedroom, three reception room park home with gardens, requiring modernisation and adjoining the New Forest.

#### DESCRIPTION

LOT

6

A two bedroom, three reception room park home requiring modernisation, having the benefit of low maintenance, part paved gardens of circa 90' with two summer houses and a greenhouse, plus an allocated parking space. The park home is set on the favoured Thatched Cottage Park and is situated adjoining the New Forest to one side and the rear boundary of the plot. Over 50s occupancy rules apply.

#### LOCATION

Lyndhurst is a thriving village located within the New Forest National Park, offering an active community centre, library, doctors/ dentist surgeries, post office, primary school and caters for everyday shopping and leisure requirements, with a host of cafes, restaurants, public houses and churches. The M27 can be accessed circa 4 miles at Cadnam, with mainline railway services to Waterloo available from Ashurst circa 3 miles and Brockenhurst circa 4 miles, with the popular coastal town of Lymington and its two marina's circa 8 miles.





Ground Floor

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, kitchen, sitting room, dining room, study, two bedrooms and bathroom.



**Outside** Generous gardens of circa 90' being part paved for low maintenance and having the benefit of two summer houses, a greenhouse and allocated parking space.

#### EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER Wendy Alexander

#### VIEWING

Strictly by appointment only with Austin & Wyatt Lyndhurst 02380 283052. General enquiries Countrywide Property Auctions 01395 275691.

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. **Telephone 01395 275691**.

## 10 & 10a Arnside Road, Bristol BS10 6AT \*GUIDE PRICE £95,000+

A mixed investment opportunity to acquire a leasehold vacant commercial premises, with a two bedroom flat above currently let and generating £6,200pa on a rolling AST.

#### DESCRIPTION

A mixed investment opportunity to acquire a mid-terrace leasehold premises situated in the heart of Southmead, comprising a currently vacant commercial premises on the ground floor, with a two bedroom maisonette above with a courtyard garden area, which is currently let on a rolling AST and generating an income of £6,200pae.

#### LOCATION

The property is situated within an established retail parade, amongst a variety of multiples including Lloyds pharmacy, McColls, Greggs, Iceland, Pizza Hut and Aldi, along with a host of local traders serving the surround residential area. Southmead is a suburb of Bristol and enjoys excellent road links to the M32 and A4, linking to the M4 & M5 respectively.

#### ACCOMMODATION

**Ground Floor** Vacant retail premises comprising two retail zones, internal storage area, office and kitchen area.

First & Second Floor Maisonette

**First Floor** Entrance hall, kitchen and sitting room.

**Second Floor** Landing, two bedrooms and bathroom.

Outside Courtyard style garden area.

#### NOTE

Please refer to the legal pack regarding length and conditions of the lease. An internal inspection of the maisonette has not been carried out.

#### EPC

None Domestic Energy Efficiency Rating – TBC 10A Energy Efficiency Rating – D

#### **AUCTION VALUER**

Wendy Alexander

#### VIEWING

Strictly by prior appointment only with Chappell & Matthews 0117 946 6236. General enquiries Countrywide Property Auctions 01395 275691.







## A detached substantial period villa located in close proximity to Paignton town centre.

#### DESCRIPTION

A detached villa set on the fringes of the town centre, previously used as a care and assistance facility. The property is deceptive from the outside and also features a detached annexe building to the rear. The main building benefits from twelve bedrooms, three reception rooms, bathrooms and shower rooms, kitchen, utility room, five attic rooms and a boiler/laundry room accessed from the rear of the building. Subject to the relevant planning permissions being granted, the property would suit development into apartments.

#### LOCATION

Paignton is set in the heart of The English Riviera, between the Torbay towns of Torquay and Brixham, on the South Devon Coast. The town offers a selection of shops, large cinema and tourist attractions such as an amusement pier and several sandy beaches. Transport links by rail or bus link to the other Torbay towns and the major Devon cities of Plymouth and Exeter.

#### ACCOMMODATION

**Ground Floor** Entrance hallway to the front of the building featuring three reception rooms, kitchen and utility room. Rear hallway leads to four further bedrooms and a bathroom. Accessed from the rear of the property is a separate laundry room which houses the main boiler for the property.

**First Floor** Four bedrooms, shower room, storage cupboards, rear hallway leading to a mirrored set of rooms on the ground floor including: four bedrooms and a bathroom. Fire escape access.

**Second Floor** Simple stairs lead to an attic space which has five rooms.

**Detached Annexe** Two ground floor rooms, shower room. To the first floor are two bedrooms and a bathroom. We are reliant on this information from the sellers as we were unable to access the annexe at the time of instruction.

**Outside** The property is approached by a short driveway from the road, with parking for multiple vehicles at the front of the property. A further drive leads to the rear of the property where the annexe is located and offers further parking. The garden areas are located to the sides of the annexe and bordered by walling.

#### EPC

Non Domestic EPC Ratings: Cypress – C The Cottage (annexe) – E



#### NOTE

To make enquiries on planning and developing the property, please contact Torbay Council on 01803 201201. The Pro Map shown is for identification purposes only and is not to scale. Crown Copyright reserved. The Pro Map measurement is 0.275 acres/0.111 hectares, interested parties must make and rely upon their own measurements.

AUCTION VALUER Lucy Fuller

#### VIEWING

Strictly by block appointment only with Countrywide Property Auctions. Please call 01395 275691 for viewing dates.















## 97 Durnford Street, Plymouth PL1 3QP \*GUIDE PRICE £210,000+



A four to five bedroom maisonette set in Plymouth in close proximity to the Royal William Yard, requiring some modernisation.

#### DESCRIPTION

LOT

9

A four to five bedroom Grade II listed maisonette with a garden area and off road parking. The property would benefit from some modernisation to bring it up to today's standards. The property has a period feel to it, with deep window recesses, ornate coving and panel windows.

#### LOCATION

The historic city of Plymouth is located on the South Devon coast, alongside the border of Cornwall. The city is famed for shopping, eateries and nightlife alongside The Barbican, and the famous Hoe. Royal William Yard is within walking distance to the property, which has undergone major refurbishment works and is now a highly sought after location of Plymouth.

#### ACCOMMODATION

**Entrance** Stairs rising to the accommodation. **Second Floor** Living room and kitchen. **Third Floor** Three bedrooms and shower room.

**Fourth Floor** Bedroom and further optional bedroom or study.

**Outside** Garden area and parking for this property only.



**EPC** Energy Efficiency Rating – TBC

AUCTION VALUER Lucy Fuller

#### VIEWING

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





## 10 1 Hogshill Street, Beaminster, Dorset DT8 3AE GUIDE PRICE £175,000+



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.

#### 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.

#### 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.

#### 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. To register for the online legal pack for this property please visit our website www.countrywidepropertyauctions.co.uk

## 11 8 Bodriggy Street, Hayle, Cornwall TR27 4NB \*GUIDE PRICE £110,000+



A two to three bedroom terraced cottage requiring modernisation, set in the town of Hayle, Cornwall.

#### DESCRIPTION

This terraced cottage requiring modernisation is set in the seaside town of Hayle. The property would suit a buy to let landlord or investor looking to improve the end value. The property features two reception rooms, kitchen, bathroom, two bedrooms (with the master having an attached single nursery room) and an enclosed courtyard garden with a storage shed to the rear.

#### LOCATION

Hayle is a thriving town on the North Cornish Coast, with glorious sandy beaches, great transport links including a station on the mainline between Penzance and London Paddington and a good range of day to day facilities, including a retail park on the outskirts of the town with national retail shops. The popular seaside town of St Ives is approximately 5.3 miles away from Hayle.

#### ACCOMMODATION

Ground Floor Lounge, dining room, kitchen and shower room. First Floor Two double bedrooms and a single nursery bedroom. Outside Rear paved enclosed garden. Purpose built storage shed.



**EPC** Energy Efficiency Rating – E

#### 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 villa style lodge set in Hengar Manor holiday park in Bodmin.

#### DESCRIPTION

A villa style detached holiday home, located in the ever popular Hengar Manor resort in St. Tudy, Bodmin. The property benefits from being set over two storeys, its own external furnished patio area, first floor balcony area and comes with the use of the communal facilities on the park. Ready to let out for holiday use.

#### LOCATION

Hengar Manor Country Park is located near St Tudy in North Cornwall, set within approximately 35 acres of parkland and offers extensive utilities on site including fishing, golf course, tennis courts, swimming pool, sauna, spa, games room and entertainments lounge. The Manor House has a restaurant, lounge and pizzeria. The park is situated for easy access to the North Cornwall coast and beyond.

#### ACCOMMODATION

Ground Floor Open plan living room with kitchen, bedroom and shower room. First Floor Two bedrooms, balcony and bathroom. Outside Patio area.

EPC

Energy Efficiency Rating – D



#### AUCTION VALUER Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.





13 Land adj Cherrywood House, Pound Lane, Bodmin, Cornwall PL31 2BT \*GUIDE PRICE £45,000–£50,000



An interesting opportunity to acquire a town centre building plot with outline planning in place for a single dwelling.

#### DESCRIPTION

An interesting opportunity to acquire a town centre building plot with outline planning permission already in place for a single dwelling, with all matters reserved and mains services available nearby. Whilst the current permission allows for a single dwelling it may be possible to apply for a variation to mirror the height and elevations of the neighbouring property Cherrywood House, upon which interested parties must make and rely upon their own enquiries of Cornwall Council Planning Department.

#### LOCATION

Bodmin offers a thriving town centre which has enjoyed recent regeneration and offers an excellent selection of shopping and leisure facilities, supermarkets and retail parks, along with educational facilities catering for all age groups. The town has excellent road links to the A30/A38 road network with a train station available at Bodmin Parkway.

#### PLANNING

A Grant of Outline Planning Permission was issued by Cornwall Council under application number PA18/03824, on the 26th September 2018, for 'Outline application with all matters reserved for a single dwelling'. Interested



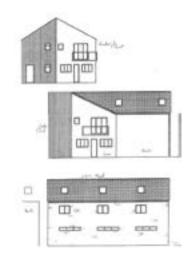
parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

# EPC

Energy Efficiency Rating - Exempt

#### **AUCTION VALUER**

Wendy Alexander



#### VIEWING

At any reasonable time during daylight hours and at the viewer's own risk. Further information Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTE

The architects drawing shown are for example only and do not form part of the planning permission granted.

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. **Telephone 01395 275691**.

# 14 Lilac Cottage, Stokeinteignhead, Newton Abbot, Devon TQ12 4QH \*GUIDE PRICE £230,000+



A semi detached character cottage located in the picturesque village of Stokenteignhead, now requiring modernisation.

#### DESCRIPTION

A semi-detached cottage set over three storeys, now requiring modernisation. Set in the sleepy village of Stokenteignhead between Maidencombe and Newton Abbot, the property benefits from a lounge/diner, kitchen, utility room, three bedrooms and a bathroom. To the rear is an enclosed garden with storage facilities, a front garden area with farm style gate and parking spaces located to the front of the property. Ideal as a refurbishment project.

#### LOCATION

Stokeinteignhead is a village and civil parish in the Teignbridge district of Devon, England, above the southern bank of the estuary of the River Teign. The parish has a short boundary on the estuary and is otherwise surrounded, clockwise from the north, by the parishes of Shaldon, Torbay, Coffinswell and Haccombe with Coombe. The village features its own local shop, hall, primary school and a locally well regarded village pub.

#### ACCOMMODATION

**Ground Floor** Entrance porch, lounge/diner with feature fireplace, kitchen with utility and pantry.

First Floor Two bedrooms and bathroom.

**Second Floor** Loft bedroom with an en-suite and an office/study area.

**Outside** To the rear is an enclosed garden featuring a patio area leading to the remainder of the garden. Greenhouse and garden shed, pond and several trees and shrubs. To the front is a low walled garden area with gate. In front of the entrance garden is gated parking for up to two vehicles.

#### EPC

Energy Efficiency Rating – E

AUCTION VALUER Lucy Fuller

#### Lucy I ullel

#### VIEWING

Strictly by appointment only with Fulfords Teignmouth 01626 770077. General auction enquiries 01395 275691.





## 15 59 High Street, Ilfracombe, Devon EX34 9QB \*GUIDE PRICE £198,000+

A substantial high street premises currently comprising a ground floor licensed bar, a first floor restaurant and commercial kitchen, a sizeable two storey five bedroom apartment/owners accommodation, paved courtyard with servery and additional cellarage.

#### DESCRIPTION

A substantial high street premises with the main accommodation arranged over four floors, with additional cellarage, store rooms and ladies and gents cloakrooms below. The property currently comprises a vacant ground floor licensed public bar having access to the attractive enclosed paved courtyard area with servery and additional gated pedestrian access to the side of the property, a first floor restaurant with bar, WC and commercial kitchen, along with a second and third floor four bedroom apartment providing owners/ staff accommodation, with private sitting room, kitchen/diner, bathroom and separate WC, along with two further useful attic/ through rooms, one being dual aspect and the other having natural light. This versatile property would lend itself for continued use as is, particularly with the public areas being very well presented and ready for the coming holiday season, as a multi-faceted floor by floor investment opportunity, subject to any requisite consents, with some small internal tweaks the internal staircase could be accessed from the rear courtyard thereby giving the potential for a three bed apartment on the first floor, a four bed apartment on the second floor, and a commercial element to the ground floor. Thus providing three potential income streams, or for change of use to a sizeable retail high street premises with accommodation above again subject to any requisite consents.

#### LOCATION

Ilfracombe is a popular seaside resort situated on the North Devon coastline, with many tourist attractions including the award-winning Ilfracombe Aquarium, the unique Tunnels Beaches, fascinating Ilfracombe Museum and Larkstone Leisure Park. The town hosts numerous events and festivals throughout the year, many based on the quayside at the historic harbour and at the prestigious Landmark Theatre on the seafront. There are many fine and award winning beaches nearby, from secluded coves and rock pools, to wide stretches of golden sand. Local activities include cliff top walks, clay pigeon shooting, fishing, horse riding, cycling, surfing, sub-aqua diving or simply exploring.



#### ACCOMMODATION

**Ground Floor** Entrance porch, main bar area with a feature raised seating area, a large open plan area with doors leading down to the attractive enclosed paved patio/beer garden/alfresco dining area, with additional servery and a gateway giving pedestrian access from the high street.

Lower Ground Floor Which can be accessed externally and from the ground floor of the property, with beer cellar and store room, ladies and gents cloakrooms and a wood store.

**First Floor** Large landing, commercial kitchen, main restaurant and bar, store room and WC. **Second Floor** Large landing, sitting room, kitchen, four bedrooms, bathroom and separate WC.

Third Floor Attic room one/bedroom five with natural light, leading through into a second attic room being dual aspect. **Outside** Attractive enclosed paved rear courtyard garden/seating/alfresco dining area.

#### EPC

Non Domestic Energy Efficiency Rating – D

## AUCTION VALUER

Wendy Alexander

#### VIEWING

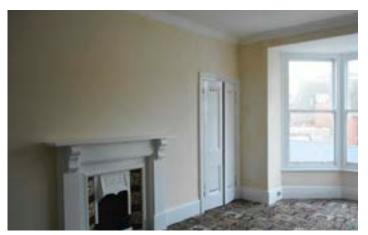
Strictly by prior appointment with Countrywide Property Auctions 01395 275691.

















 $www.countrywide {\it property} auctions.co.uk$ 

Guide Price definitions can be found on page 3 Don't forget your proof of identity on the day: see page 5 16 Cliff House, Gunwalloe, Helston, Cornwall TR12 7QB \*GUIDE PRICE £425,000+



A two to three bedroom semi detached cottage set above the Gunwalloe beach in Helston, now requiring modernisation.

#### DESCRIPTION

This unique property with spectacular sea views is set directly above Gunwalloe Beach, in close proximity to one of the Poldark filming locations in South Cornwall. This property is a perfect project for buyers looking to create a fabulous coastal cottage right by the sea. There is potential to extend the property to the rear and side (subject to obtaining the relevant planning permissions required) above the kitchen and ground floor bedroom, his would then create a larger home with three to four bedrooms. The property now requires modernisation and also benefits from a detached garage and walkway garden to the rear.

#### LOCATION

Located to the most southerly edge of the hugely sought after rural village of Gunwalloe, in Helston. A short walk takes you down to the fabulous beach below, while the coastal path takes you to the picturesque Church Cove. At the top of the lane from the property is the famed Halzephron Inn, from which can be enjoyed spectacular sunsets. This property is well placed for access to all of the delights of The Lizard Peninsular including many other beautiful beaches and miles of footpaths and coastal walks. A short drive takes you to the larger town of Helston with a variety of shops, schools, and all the amenities.

#### ACCOMMODATION

**Ground Floor** Conservatory style entrance porch, lounge/diner, bedroom three or study room, kitchen and shower room. Inner hallway with stairs to the first floor and door to a cloakroom.

**First Floor** Two double bedrooms enjoying sea views.

**Outside** To the front of the cottage is a modern paved patio area suitable for outside seating. A set of steps lead around the side of the property to a walkway garden that goes behind the cottage and leads to a parking area and a detached garage.

EPC

Energy Efficiency Rating – G

#### **AUCTION VALUER**

Lucy Fuller

#### VIEWING

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















www.countrywidepropertyauctions.co.uk

# 45 Molesworth Terrace, Millbrook, Torpoint, Cornwall PL10 1DH <sup>•</sup>GUIDE PRICE £135,000+



A three bedroom semi detached house set on the borders of Cornwall and Devon, in the picturesque village of Millbrook, Torpoint.

#### DESCRIPTION

17

Spacious semi-detached three bedroom house in Millbrook, Torpoint. The property benefits from two double bedrooms and single nursery bedroom, lounge, separate dining room, bathroom and kitchen. The property may suit landlord investors looking to gain income from the property.

#### LOCATION

The village of Millbrook sits around the edge of a lake and offers a range of amenities such as schools, restaurants, public houses and doctor's surgery. Millbrook provides local access to water sports with marina and moorings, and is neighboured by the former fishing villages of Kingsand and Cawsand with their beaches and amenities. Also found locally are the sandy beaches of Whitsand bay and the Mount Edgcumbe Country Park.

#### ACCOMMODATION

**Ground Floor** Lounge. Dining room. Kitchen. **First Floor** Three bedrooms. Bathroom. **Outside** Courtyard garden.

#### EPC

Energy Efficiency Rating – TBC



AUCTION VALUER Lucy Fuller

#### VIEWING

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





18 The Old Barn, Cotleigh, Honiton, Devon EX14 9HP \*GUIDE PRICE £250,000+



A deceptively spacious three bedroom detached barn conversion requiring modernisation, enjoying a rural location in this highly sought after location.

#### DESCRIPTION

A three bedroom detached barn conversion requiring modernisation, set in the picturesque rural hamlet of Cotleigh and having the benefit of a large lawned garden backing on to open fields, garage, carport, courtyard garden and studio/workshop. The Old Barn offers spacious living accommodation with character features, two bedrooms on the ground floor and master bedroom on the first floor, offering tremendous potential to create an enviable family home in this highly sought after location.

#### LOCATION

Cotleigh is a small rural village in East Devon, nestling on the southern edge of the Blackdown Hills, a designated Area of Outstanding Natural Beauty. Circa 4 miles from the market town of Honiton which offers a comprehensive range of educational, recreational and shopping facilities and having excellent access to the A303, A30 and A35 road networks.

#### ACCOMMODATION

**Ground Floor** Entrance hall, kitchen/ breakfast/family room with staircase rising to the first floor, lounge/diner with utility/ study area off, bedroom 2 with en-suite WC, bedroom three.

**First Floor** Master bedroom with en-suite WC. **Outside** Double gates give access to the main on drive parking area, garage and carport, with mature lawned gardens beyond lying adjacent to open fields. To the side of the property is a veranda giving access to the rear courtyard garden with studio/workshop and further gated access to the lane.

#### EPC

Energy Efficiency Rating – G

#### **AUCTION VALUER**

Wendy Alexander

#### VIEWING

Strictly by appointment only with Fulfords Honiton 01404 44744. General enquiries Countrywide Property Auctions 01395 275691. The legal pack for this property will be available to download from our website www.countrywidepropertyauctions.co.uk





7 Mount Pleasant, Crewkerne, Somerset TA18 7AH \*GUIDE PRICE £125,000+



A mid terrace two bedroom Victorian property with additional attic room, requiring modernisation and being conveniently located for Crewkerne town centre.

#### DESCRIPTION

19

A deceptively spacious mid terrace two bedroom maisonette requiring modernisation, having the benefit of an additional useful attic room and front garden. The property retains a wealth of character features and enjoys panoramic views over the townscape to the countryside beyond.

#### LOCATION

Crewkerne is a thriving market town, with a mainline railway service to London, offering a good range of day to day facilities and amenities including a supermarket, cafes & restaurants, a post office, library, leisure centre, doctors' surgery and small hospital, a variety of schools and nurseries, with many social and sporting activities taking place throughout the year.

#### ACCOMMODATION

**Ground Floor** Entrance vestibule, hallway, sitting room and kitchen/diner. **First Floor** Large landing area, two bedrooms

and bathroom.

**Second Floor** Useful attic room with Velux window.

**Outside** An elevated lawned garden lies to the front of the property with mature shrubs.



#### TENURE

The property has the benefit of a 999 years lease which commenced on the 1st February 1981 and a ground rent of  $\pounds$ 10 per annum.

#### EPC

Energy Efficiency Rating – G

AUCTION VALUER Wendy Alexander

#### VIEWING

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





61 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL \*GUIDE PRICE £12,500–£15,000



A two bedroom holiday bungalow located in the popular location of Hengar Manor holiday park.

#### DESCRIPTION

A two bedroom holiday bungalow situated on the popular Hengar Manor holiday park, enjoying a patio seating area, use of the communal gardens, grounds, facilities and amenities, along with an allocated parking space.

#### LOCATION

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

#### ACCOMMODATION

**Ground Floor** Open plan lounge/kitchen/ diner, inner hallway, bedroom one, bedroom two, bathroom.

**Outside** Patio seating area, communal gardens and grounds of circa 35 acres along with the use of on-site facilities and amenities and an allocated car parking.

EPC

Energy Efficiency Rating – D



AUCTION VALUER Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.





# 21 75 Cecil Street, Plymouth PL1 5HR \*GUIDE PRICE £150,000+



A four to five bedroom end terrace house requiring some updating, set in the city of Plymouth on the South Devon coast.

#### DESCRIPTION

A spacious property situated in a central location in Plymouth, on the borders of Cornwall. The accommodation comprises lounge, dining room, breakfast room, kitchen, and a bathroom to the ground floor. The remainder of the property offers five further bedrooms and shower room. Features also include gas central heating and enclosed rear courtyard garden. The property requires modernisation in places.

#### LOCATION

The property is close to Plymouth University, Plymouth train station and the city centre itself. Local shops and amenities are also close by, including bus stops taking you to a variety of different locations around the city. The property is also with a reasonable distance to The Barbican, The Hoe and the central coach station for the city.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, lounge, dining room, breakfast room, kitchen, rear lobby and bathroom.

First Floor Five bedrooms, cloakroom and shower room.

Outside Rear courtyard garden area.



**EPC** Energy Efficiency Rating – F

#### AUCTION VALUER Lucy Fuller

#### VIEWING

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





217 Corporation Road, Newport, Gwent NP19 0EB \*GUIDE PRICE £155,000+



An opportunity to acquire a freehold Victorian terrace which has been converted into two onebedroom flats, currently part let and generating £500pcm/£6,000pae.

#### DESCRIPTION

An interesting opportunity to acquire a freehold Victorian terraced house, currently arranged as two self-contained one bedroom flats and conveniently situated for the facilities and amenities of the rapidly developing Newport. The ground floor is currently let and generating an income of £500pcm/£6,000pae, with the first floor flat currently vacant and ready to let. The property is likely to appeal to residential lettings investors, those seeking a post works break up and resale venture, or for multigeneration occupancy.

#### LOCATION

Corporation Road is situated in close proximity of Newport city centre, offering an excellent range of shopping and leisure facilities and Newport railway station. Having easy access to Junctions 25–27 of the M4, providing commuter links to Cardiff in the south west and Bristol in the South East.

#### ACCOMMODATION

**Ground Floor** Communal entrance hall. Communal entrance hall. **Ground Floor Flat** Sitting room, bedroom, kitchen/diner and bathroom.





First Floor Flat Sitting room, kitchen/diner, bedroom and bathroom. Outside Walled frontage and enclosed rear garden.

#### EPC

GFF Energy Efficiency Rating – TBC TFF Energy Efficiency Rating – E

#### **AUCTION VALUER**

Wendy Alexander

#### VIEWING

Strictly by appointment only with Taylors Roath 02920 486631. General enquiries Countrywide Property Auctions 01395 275691. St Maur, 8 Knowles Hill Road, Newton Abbot, Devon TQ12 2PW \*GUIDE PRICE £500,000+



A detached period property set in the Knowles Hill area of Newton Abbot, now requiring some modernisation.

#### DESCRIPTION

A substantial detached building formerly used as a care and assistance facility. The property is set in the centre of the plot, with a driveway and garage at the entrance, leading to further parking and the garden area. The property itself features eight bedrooms, several reception rooms, kitchen, laundry room and cellar. Views can be enjoyed of the surrounding area from the upstairs rooms. Subject to the relevant planning permissions being obtained, the property may suit development into apartments.

#### LOCATION

Knowles Hill is a district of Newton Abbot, situated in close proximity to the town centre. The town offers an array of shops, bars and restaurants, as well as major supermarkets and good transport links to the major Devon cities of Plymouth and Exeter. Newton Abbot also features several primary and secondary schools, leisure centre and a cinema.

#### ACCOMMODATION

**Ground Floor** Entrance porch, main hallway, lounge room, office, kitchen, laundry room, second office or bedroom, rear hallway with stairs to the cellar, utility room, bedroom with en-suite, reception room. To the rear of the property are two further bedrooms. **First Floor** Five bedrooms plus an attic bedroom, bathroom, cloakroom. Accessed only from the gardens and set above the two internal rear bedrooms, are two further adjoining rooms.

**Outside** The gardens surrounding the property are approached by a driveway from the road, which features a detached garage at the entrance. The garden areas house a pond, several mature trees and shrubs, lawns and parking for multiple vehicles.

#### NOTE

To make enquiries on planning and developing the property, please contact Teignbridge Council on 01626 361101. The Pro Map shown is for approximate identification purposes only and is not to scale. Crown Copyright reserved. The Pro Map measurement is 0.485 acres/0.196 hectares, interested parties must make and rely upon their own measurements.

#### EPC

Energy Efficiency Rating – E

AUCTION VALUER Lucy Fuller



#### VIEWING

Strictly by block appointment only with Countrywide Property Auctions. Please call 01395 275691 for viewing dates.





A three bedroom terraced house requiring modernisation, set in the Cornish town of Liskeard.

#### DESCRIPTION

A three bedroom terraced house within walking distance to Liskeard town centre. The accommodation comprises entrance hallway, lounge, kitchen and downstairs bathroom. There is a generous level garden to the rear. The property benefits from gas central heating and uPVC double glazing throughout.

#### LOCATION

The property is located in the Cornish market town of Liskeard and is within walking distance of all amenities. Liskeard benefits from a wide range of shops, services and facilities including primary and secondary schooling and a local leisure centre. The town is surrounded by stunning countryside and seaside towns such as Looe and Polperro which are approximately 30 mins drive away. Transport facilities are good with easy access to the main A38 commuter road and bus routes to Plymouth city centre, Looe and other outlying towns and villages. The train station at Liskeard is on the London Paddington to Penzance mainline.

#### ACCOMMODATION

**Ground Floor** Entrance hallway with stairs to the first floor, lounge, kitchen, rear lobby and bathroom.





**Outside** To the front is a garden area with pathway to the front of the property. At the rear is a generously sized lawned garden.

#### NOTE

We have been made aware that the property is affected by mundic block and is suitable for cash purchasers only.

EPC

Energy Efficiency Rating – D

#### **AUCTION VALUER**

Lucy Fuller





#### VIEWING

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

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. Telephone 01395 275691.

# Land adj to Swanpool Court, Swanpool, Falmouth, Cornwall TR11 5BG



A parcel of land with planning permission in place for a detached residence, set in close proximity to Swanpool beach in Falmouth.

#### DESCRIPTION

A parcel of land with planning for a detached dwelling under the reference PA18/01384. Development close by is under way with major home builders, offering residences in the area from two to four bedrooms. The completed build with the current plans would offer two storey living accommodation with three bedrooms, master en-suite, family bathroom, lounge, kitchen diner and utility room.

#### LOCATION

Swanpool is a district in the popular town of Falmouth, on the south coastline of Cornwall, well know for its secluded beach, small lake and restaurants, whilst also being within easy reach from the centre of Falmouth. Regular transport links run throughout the area linking to other towns such as Truro and Penzance.

#### PROPOSED ACCOMMODATION

Entry Floor Master bedroom with ensuite shower room and patio, two further bedrooms and family bathroom. First Floor Lounge with patio off, cloakroom, utility room and kitchen/diner with patio off.

#### LAND INFORMATION

The land is in position 50.1400 lat/-5.0787 long when using smart map technology.

#### PLANNING INFORMATION

A Grant of Conditional Planning Permission was granted on the 20th December 2018, for 'The construction of dwelling', under the reference PA18/01384. For information on developing the site, please enquire with the planning department of Cornwall Council on 0300 1234 151. Any interested parties should make and rely on their own investigations.

#### EPC

Energy Efficiency Rating – Exempt

#### **AUCTION VALUER**

Lucy Fuller

#### VIEWING

For enquiries please contact Falmouth Miller Countrywide 01326 318181. General enquiries Countrywide Property Auctions 01395 275691.





Land adjacent 7a Babis Farm Row, Saltash, Cornwall PL12 4TQ \*GUIDE PRICE £30,000–£40,000



A residential building plot with planning permission in place for a 2/3 bedroom detached house, garden and parking.

#### DESCRIPTION

26

An opportunity to acquire a residential building plot with planning permission already in place for a 2/3 bedroom detached house, master en-suite and additional home office/study/bedroom 3 to the first floor. The property will have the benefit of a rear garden and a parking space, with phase 1 and phase 2 reports already completed.

#### LOCATION

St Stephens is an established residential area with a primary school, public house and church, located on the outskirts of the popular town of Saltash, often known as The Gateway To Cornwall. The town centre offers a variety of shops, doctors dentists surgeries, library, leisure centre and train station all a short distance away, with regular bus services to the local surrounding areas and transport links to Devon and Cornwall along the A38 corridor.

#### **PROPOSED ACCOMMODATION**

Ground Floor Entrance hall, lounge, kitchen/ diner, cloakroom and store. First Floor Landing with access to the elevated rear garden. Master bedroom with en-suite shower room, bedroom two, home

office/study/bedroom 3, family bathroom.

**Outside** The garden area lies predominantly to the rear of the property with a parking space to the front elevation.

#### PLANNING

A Grant of Conditional Planning for 'Erection New Dwelling' was issued by Cornwall Council Planning Department, under application number PA16/07318, on the 10th October 2016. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### EPC

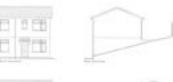
Energy Efficiency Rating – Exempt

AUCTION VALUER

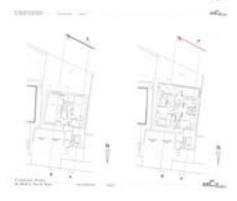
Wendy Alexander

#### VIEWING

At any reasonable time during daylight hours and at the viewer's own risk.







#### 2 Redbrooke Road, Camborne, Cornwall TR14 7AX \*GUIDE PRICE £140,000+



A deceptive six bedroom, two reception end of terrace house, previously used as a house share with communal kitchen, bathroom and shower room, situated in Camborne, Cornwall.

#### DESCRIPTION

27

This end of terrace property was until recent instruction, previously used as an eight bedroom house share facility. The property retains some of its original features and is versatile enough to be placed back into a full single residential property, or re-let out to tenants. Each letting room has an individual electricity meter.

#### LOCATION

The property is located in close proximity to Camborne town centre, which benefits from various retail outlets, schools, doctors surgeries and a mainline railway station, offering a direct link to London Paddington in close proximity to the property itself.

#### ACCOMMODATION

**Ground Floor** Former lounge and former dining room previously let out, communal kitchen, communal utility room, communal shower room.

**First Floor** Six letting bedrooms, storage cupboards and communal bathroom facility. **Outside** Side plot with front lawned area, side garden with mature trees and a further enclosed courtyard garden area with walled surround.



**EPC** Energy Efficiency Rating – TBC

#### AUCTION VALUER Lucy Fuller

#### VIEWING

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

#### NOTE

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





## 28 69 Neath Road, Plymouth PL4 8TG



#### A three bedroom bay fronted terrace house in Plymouth requiring refurbishment.

#### DESCRIPTION

An ideal project, this three double bedroom mid terraced property is situated in St Judes and requires refurbishment throughout. The accommodation comprises lounge, dining room, kitchen/breakfast room to the ground floor. The first floor offers bathroom, separate cloakroom and three double bedrooms. Selling with vacant possession.

#### LOCATION

St Judes is located within close proximity to Plymouth city centre and Plymouth University. Conveniently situated close to local amenities including a selection of local shops, regular bus service and is also close to local parklands. The Barbican Leisure Centre can be found close by where you will find The Vue Cinema, bowling, gym facilities and a selection of restaurants and bars.

#### ACCOMMODATION

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

First Floor Three bedrooms, bathroom and cloakroom.

**Outside** Courtyard area. Garage accessed from the service lane.





AUCTION VALUER Lucy Fuller





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

#### EPC

Energy Efficiency Rating – TBC

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. **Telephone 01395 275691**. Tresahor Praze Quarry, Constantine, Falmouth, Cornwall TR11 5PL <sup>\*</sup>GUIDE PRICE £75,000–£100,000



A former quarry located in Constantine, which features several derelict buildings and an approximately 30–40ft deep quarry filled by natural water.

#### DESCRIPTION

A unique opportunity to purchase a former quarry which was discontinued in the 1960s. The quarry grounds are set in 2.617 acres/1.059 hectares and feature several derelict buildings used by the workers when it was an active quarry. The land to the right side of the service land measures circa 0.431 acres/0.175 hectares.

#### LOCATION

Constantine is a rural village tucked away between the Lizard Peninsula, Falmouth and the Helford River. This unique village includes many amenities such as a local supermarket, hair salon, primary school, football pitch, pubs and doctors surgery.

#### LAND

The Pro Map measurements provided equal a total land area (across the three split areas) of 3.048 acres/1.234 hectares.

#### SCRUBLAND

A service lane leads up to the entrance to the quarry site. Some of the land to the right of the service lane is included with the sale. Please refer to the legal pack for the land split.

#### **BUILDINGS**

Several derelict buildings are located around the land, which include a former work house and stores.

#### QUARRY

The dug out section of quarry is believed to be approximately 30ft–40ft deep, and was filled with natural water many decades ago.

#### EPC

Exempt

#### NOTE

New title deeds were being drafted at the time of instruction. Please refer to the legal pack for further information. Measurements have been taken using the Promap measuring facility, interested parties must make and rely upon their own measurements. The Pro Map shown is for approximate identification purposes only and is not to scale, Crown Copyright reserved. This Lot will not be sold prior to auction.

#### **AUCTION VALUER**

Lucy Fuller



#### VIEWING

Strictly by appointment only with Miller Countrywide Falmouth 01326 318181. General enquiries Countrywide Property Auctions 01395 275691. The legal pack for this property will be available to download from our website www. countrywidepropertyauctions.co.uk

#### 35 Norton Road, Knowle, Bristol BS4 2EZ \*GUIDE PRICE £335,000+

#### A three bedroom end terrace house requiring renovation set in the highly sought after Norton Road area of Bristol

#### DESCRIPTION

A three bedroom end terrace property situated in the ever popular Norton Road area of Knowle, having the benefit of front and rear gardens and the potential for on drive parking. The property retains a wealth of character features and has been totally stripped back ready for refurbishment/ refitting, hence suitable for cash buyers only either to create an enviable family home, or as a post works resale opportunity.

#### LOCATION

Norton Road is a highly popular location in the sought after suburb of Knowle, being within walking distance of Redcatch & Perretts Park, the Broadwalk Shopping Centre and a selection of educational and leisure facilities, with easy access to Bristol Temple Meads and the City centre, along with excellent transport links by air, rail and road.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, sitting room, dining room and former kitchen. **First Floor** Landing, three bedrooms and former bathroom.

**Outside** Walled frontage with the potential to create on drive parking, with the rear garden having a raised patio seating area, lawn, outbuilding for repair/replacement and garden shed, along with a pedestrian gate leading to the rear service lane.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment with Chappell & Matthews 0117 973 8734. General enquiries Countrywide Property Auctions 01395 275691











Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. **Telephone 01395 275691**.

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

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- Planning
- Option Agreements
- Consultancy
- Promotion Agreements



Contact Scott Gray on 01392 813300 scott.gray@countrywide.co.uk











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

## www.countrywidepropertyauctions.co.uk



## Terms & conditions for telephone/proxy bidders

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

For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.

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

- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. Proof of funds for a 10% deposit must also be provided. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.

Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit card. Please note we do not accept cash.

Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).

A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.

4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.

- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- In the case of unsuccessful bidders deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still

be cashed and will count towards the purchase price sold.

- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue.
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Countrywide as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Please note we must hold 2 forms of certified ID prior to auction: 1 × Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by The Lexis Nexis company (Lexis House, 30 Farringdon Street, London, EC4A 4HH).
- 17 Proxy or telephone bidding forms should be sent to Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW.



## Proxy bidding form

Countrywide Property Auctions

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.

Cort	Code	
3011	Coue	

..... 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**

I	attach deposit for 10% (£3,000 minimum) of my maximum bid
Telephone	
For the attention of	
	Postcode
Solicitors	
Business telephone	
	Postcode
Address	
Company	
Full name(s)	

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

Signed by prospective purchaser .....

Date .

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

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

Date of signing ..

#### Once you have completed this form please send to: Countrywide Property Auctions, 109 Union Street, Torquay, Devon TQ1 3DW

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

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

List A - Photographic evidence of Identity List B - Evidence of Residence Ref No Ref No Tick Item Tick Item Valid Passport with MRZ (Machine Readable Zone – two alphanumeric Valid full UK photo driving licence. lines on photo page as verifiable.) Valid full UK Driving licence (Non photo) issued before 1998 Valid full UK photo driving licence. Local authority council tax bill (dated within the last 12 months). Valid EU/EEA/Switzerland photo driving licence. UK Bank / Building societies statements/bills showing activity, dated Valid EU/EEA/Switzerland national Identity Card. within the last 6 mths. Including account number and sort code as verifiable.) (Accept internet printed.) Valid UK Armed Forces ID Card. UK mortgage statement (dated within the last 12 months) Valid UK Biometric Residence Permit (When copying include both sides.) (Accept internet printed.) Valid Blue Badge scheme (disabled pass with photo) Utility bills dated within the last 6 months including - Electricity bill (with MPAN number – as verifiable.) Landline, Gas, Satellite TV, Water. Valid Freedom Pass (Accept internet printed.) (Not mobile phone bills.) Valid Local Authority Bus pass Her Majesty's Revenue and Customs (HMRC) Inland Revenue (IR) Coding / assessment / statement (dated within the last 12 months) with Valid full UK Driving licence (Non photo, paper) issued before 1998 National Insurance number - as verifiable. Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).

#### Signed on behalf of Countrywide .....

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in. For further details contact the Auctioneers immediately. Telephone 01395 275691. Date .....

## Telephone bidding form

Name				Auctions
Address				
	Email			
Telephone number where you can be contacted on the day of th				
A member of staff will attempt to contact the bidder by telephon compete in the bidding through the auctioneer's staff. If it is imp to continue to bid on behalf of the telephone bidder up to the m	ossible to obta	in telep	hone contact, or the link breaks down, the auctioneer is	-
Lot No. of property to be bid on				
Property known as				
Maximum bid	(Figures)			
Cheque <sup>*</sup> bankers draft <sup>*</sup> bank transfer <sup>*</sup> debit card for 10% deposit Please see Note 3 regarding cleared funds overleaf. (In all case provide the sort code and account number from where the mone	s we will requir	e proof		
Sort Code	Account Num	nber		
<b>Buyer's Administration Charge</b> – Should my bid be successful I (unless stated otherwise within the property description in the ca Should the telephone bidder exceed the bidding price stated or deposit cheque can be a personal cheque, bankers draft or solid be presented for payment should you be the successful bidder.	talogue) upon on this form, the citors client acc	exchang balance	e of contracts to Countrywide, the auctioneers of the deposit must be forwarded to the auctioneers pro	omptly. The
Solicitor address				
Tel no				
Person acting				
I attach deposit for 10% (£3,00	0 minimum) of	my ma	kimum bid	
I have read the Common Auction Conditions, Extra Conditions amendments or addendum notes which may be read out by the Sale on my behalf and I recognise that I will then be the fully be within the time specified in the Conditions of Sale. Signed by prospective purchaser	e auctioneer o ound purchase	n the au er of the	iction day. I authorise the auctioneer to sign the Memor property referred to above and must complete this tran	randum of nsaction
or person signing on purchaser's behalf. The signatory warrants				
Name and address of signatory if different from purchaser's deta	-			
Date of signing				
Once you have completed this form please send to: Countrywide Property Auctions, 109 Union Street, Torquay TQ1 Please note we must hold 2 forms of certified ID prior to auction: 1 × P Your information is being collected and processed by Countrywide. A details of how we process your information can be found on our web available on request. If you need to discuss how your information is I	Photo ID (Driving All information w osite www.count	vill be pr trywide.c	ocessed in accordance with the General Data Protection Recouk/notices/PrivacyNotice.pdf. Print copies of our privacy n	gulation. Full
FOR COUNTRYWIDE OFFICE USE ONLY: Identification documer List A – Photographic evidence of Identity	ntation seen (or		each list) Evidence of Residence	
Tick Item	Ref No	Tick	Item	Ref No
Valid Passport with MRZ (Machine Readable Zone – two alphanumeric			Valid full UK photo driving licence.	
lines on photo page as verifiable.) Valid full UK photo driving licence.			Valid full UK Driving licence (Non photo) issued before 1998	
Valid EU/EEA/Switzerland photo driving licence.			Local authority council tax bill (dated within the last 12 months).	
Valid EU/EEA/Switzerland national Identity Card.			UK Bank / Building societies statements/bills showing activity, dated within the last 6 mths. Including account number and sort code as	
Valid UK Armed Forces ID Card.			verifiable.) (Accept internet printed.)	
Valid UK Biometric Residence Permit (When copying include both sides.)			UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	

Valid Blue Badge scheme (disabled pass with photo)

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

Valid Freedom Pass Valid Local Authority Bus pass 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).

## **Common Auction Conditions**

Common Auction Conditions (4th Edition 2018 - reproduced with the consent of the RICS). The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

The GENERAL CONDITIONS (including any extra GENERAL CONDITIONS) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM.

#### GLOSSARY This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales. Wherever it makes sense:

 singular words can be read as plurals, and plurals as singular words;

- a "person" includes a corporate body;
- words of one gender include the other genders: references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

#### ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

#### ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

#### Agreed COMPLETION Date

Subject to CONDITION G9.3: a) the date specified in the SPECIAL CONDITIONS; or b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE:

but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

#### APPROVED FINANCIAL INSTITUTION

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

#### ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

#### ARREARS Schedule

The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

#### AUCTION

The AUCTION advertised in the CATALOGUE.

#### AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

#### AUCTIONEERS

The AUCTIONEERS at the AUCTION.

#### BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

#### BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

#### CATALOGUE

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

#### COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

#### CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

#### CONTRACT

48

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

#### CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or

b) if CONTRACTS are exchanged, the date of exchange If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

#### DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

#### EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

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

#### **General Conditions**

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

#### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

#### IOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

#### Old ARREARS

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

#### PARTICULARS

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

#### PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role)

#### PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

#### **Ready To Complete**

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

#### SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

#### SALE MEMORANDUM

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

#### SELLER

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

#### SPECIAL CONDITIONS

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

#### TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

#### TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

#### TRANSFER

TRANSFER includes a conveyance or assignment (and "to TRANSFER" includes "to convey" or "to assign").

#### TUPE The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

#### VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

Can't make the auction? You can still make a telephone or proxy bid on the property you are interested in

WE (and US and OUR) The AUCTIONEERS.

For further details contact the Auctioneers immediately. Telephone 01395 275691.

#### YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a

#### Auction Conduct Conditions

#### Words in CAPITALS have special meanings, which are defined in the Glossary

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

#### Introduction A1

- The AUCTION CONDUCT CONDITIONS apply wherever A1.1 the LOT is located.
- If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these Δ12 AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree

#### Δ2 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;

to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the

OUR decision on the conduct of the AUCTION is final.

LOTS are offered for sale. WE may also combine or

WE may cancel the AUCTION, or alter the order in which

divide LOTS. A LOT may be sold or withdrawn from sale

YOU acknowledge that to the extent permitted by law

WE owe YOU no duty of care and YOU have no claim

WE may refuse to admit one or more persons to the

AUCTION without having to explain why. YOU may not be allowed to bid unless YOU provide such

evidence of YOUR identity and other information as WE

All bids are to be made in pounds sterling exclusive of

WE may refuse to accept a bid. WE do not have to

If there is a dispute over bidding WE are entitled to

resolve it, and OUR decision is final. 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.

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

made by or on behalf of the SELLER.

The PARTICULARS and other information

WE have taken reasonable care to prepare

information in the PARTICULARS is correct.

is possible that all bids up to the reserve PRICE are bids

PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or

If the SPECIAL CONDITIONS do not contain a description

conveyancer and are not intended to form part of a legal

on behalf of the SELLER. YOU need to check that the

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

The PARTICULARS and the SALE CONDITIONS

may change prior to the AUCTION and it is YOUR

responsibility to check that YOU have the correct

If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible

for the accuracy of that information or DOCUMENT.

YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE

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A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to

(c) sell each LOT:

AUCTIONEERS.

prior to the AUCTION

against US for any loss.

reasonably require from all bidders.

Bidding and reserve PRICEs

A2.2

Δ23

A2.4

A2.5

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A3

A3.1

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A3.5

A4

A4.1

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A4.3

A4.4

A5

A5.1

VAT.

explain why.

CONTRACT.

versions.

The CONTRACT

- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails

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) circles the SALE MENORARY MARK as YOU'R backet

(b) sign the SALE MEMORANDUM on YOUR behalf. A5.5 The deposit

(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);

(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;

money laundering regulations; (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and (d) is to be held as stakeholder where VAT would be

(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
   (a) YOU are personally liable to buy the LOT even if YOU

(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
 (b) YOU must indemnify the SELLER in respect of any

- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.A5.9 Where the BUYER is a company YOU warrant that the
- BUYER is properly constituted and able to buy the LOT.

#### A6 Extra Auction Conduct Conditions A6.1 Despite any SPECIAL CONDITION to the contrary the

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £.....(or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

#### **General Conditions of Sale**

#### Words in CAPITALS have special meanings, which are defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

- G1 The LOT
- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

(a) matters registered or capable of registration as local land charges;(b) matters registered or capable of registration by any

(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;

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.
- 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

(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

- 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 provide transmess and pay the promiume when due

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

(c) must at the request of the BUYER is 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
- 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

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 BUVER 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
- 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

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
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

#### G7 Notice to complete

- G71 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.
- If the BUYER fails to comply with a notice to complete G73 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.

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.

#### If the CONTRACT is brought to an end G8

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.

#### Landlord's licence G9

- Where the LOT is or includes leasehold land and licence G9.1 to assign or sublet is required this CONDITION G9 applies.
- The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the G92
- landlord lawfully requires. The AGREED COMPLETION DATE is not to be earlier G93 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). The BUYER must promptly G9.5

- (a) provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) G9.6 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

- If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the G10.1 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. Income and outgoings are to be apportioned at the G10.3
- 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 "Current rent" means, in respect of each of the G11.1 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.
- If on COMPLETION there are any ARREARS of current G11.2 rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- Parts 2 and 3 of this CONDITION G11 do not apply to G11.3 ARREARS of current rent.

#### Part 2 BUYER to pay for ARREARS

- Part 2 of this CONDITION G11 applies where the SPECIAL G11.4 CONDITIONS give details of ARREARS.
- The BUYER is on COMPLETION to pay, in addition to any G11.5 other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to G11 6 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.
- While any ARREARS due to the SELLER remain unpaid G11.8 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.

Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring G11.9 insolvency proceedings against a tenant or seek the removal of goods from the LOT.

#### G12 Management

- This CONDITION G12 applies where the LOT is sold G12.1 subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION. The SELLER must consult the BUYER on all management
- G12.3 issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence: a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and: (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability; (b) if the SELLER gives the BUYER notice of the SELLER's

intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

#### G13 Rent deposits

- G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- The remainder of this CONDITION G13 applies where G13.2 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. If the rent deposit is not assignable the SELLER must G13.3 on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.
- G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

(a) observe and perform the SELLER's covenants and

conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be

required by the rent deposit deed.

#### G14 VAT

- Where a SALE CONDITION requires money to be paid G14.1 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. Where the SPECIAL CONDITIONS state that no VAT G14.2 OPTION has been made the SELLER confirms that nonhas been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

- G15 TRANSFER as a going concern G15.1 Where the SPECIAL CONDITIONS so state: (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and (b) this CONDITION G15 applies. The SELLER confirms that the SELLER:
- G15.2 (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION. G15.3
  - The BUYER confirms that (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group; (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION; (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another person.
- The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence G15.4 (a) of the BUYER'S VAT registration;(b) that the BUYER has made a VAT OPTION; and (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

The BUYER confirms that after COMPLETION the BUYER G15.5 intends to (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and (b) collect the rents payable under the TENANCIES and charge VAT on them.

If, after COMPLETION, it is found that the sale of the LOT G15.6 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 pavable because the BUYER has not

complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result

#### G16 Capital allowances

This CONDITION G16 applies where the SPECIAL G16.1 CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- The SELLER and BUYER agree: G16.4 (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### G17 Maintenance agreements

- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

#### G18 Landlord and Tenant Act 1987

- This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and G18.1 Tenant Act 1987
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### G19 Sale by PRACTITIONER

This CONDITION G19 applies where the sale is by a

PRACTITIONER either as SELLER or as agent of the SELLER.

- The PRACTITIONER has been duly appointed and is G19 2 empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability. G19.4 The LOT is sold
- (a) in its condition at COMPLETION; (b) for such title as the SELLER may have; and(c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing. G19.5 Where relevant:
  - (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

#### G20 TUPE

- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following

paragraphs apply: (a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees").

This notification must be given to the BUYER not less

than 14 days before COMPLETION. (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees. (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of

employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION. (d) The BUYER is to keep the SELLER indemnified against

all liability for the TRANSFERRING Employees after COMPLETION.

#### **G21** Environmental

- This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide. The SELLER has made available such reports as the
- G21.2 SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

#### G22 Service Charge

- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

(a) service charge expenditure attributable to each

TENANCY; (b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows: (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant
- CONDITION G11 (ARREARS) applies. G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

#### G23 Rent reviews

- G231 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 delaved.
- 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. If a rent review is agreed or determined before G23.7 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

- This CONDITION G24 applies where the tenant under a G24.1 TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings. G24.3 If the SELLER receives a notice the SELLER must send a
- copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must: (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

#### G25 Warranties

- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must: (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by
- COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained. G25.3 If a warranty is not assignable the SELLER must after
  - COMPLETION: (a) hold the warranty on trust for the BUYER; and (b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

#### G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

**G27 Registration at the Land Registry** G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or

is a registrable disposition. The BUYER must at its own expense and as soon as practicable: (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;

(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered

as proprietor. This CONDITION G27.2 applies where the LOT G27.2 comprises part of a registered title. The BUYER must at its own expense and as soon as practicable: (a) apply for registration of the TRANSFER; (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

#### G28 Notices and other communications

All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may G28.1 be given to or by their conveyancers

- G28.2 A communication may be relied on if: (a) delivered by hand; or (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY. G28.4 A communication sent by a postal service that offers
- normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

#### G29 CONTRACTs (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

#### Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- The Deposit General Conditions A5.5a shall be deemed to be deleted
- and replaced by the following:

1.

1.1

- 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

#### 2.1

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

#### Extra Auction Conduct Conditions з. 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 Liverpool L3 7DY auctions@countrywide.co.uk

