

# Property Auction

Commercial and residential property for sale

Working in partnership with



**Wednesday 11th December at 1.00pm**

Sandy Park Conference Centre  
Sandy Park Way  
Exeter EX2 7NN

  
Countrywide  
Property Auctions

# Auction venue & calendar



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

## Exeter Office

Tel: 01395 275691

## Auction programme 2020

### AUCTION DATES

13th February

2nd April

28th May

23rd July

15th October

17th December

### CLOSING DATES

16th January

5th March

30th April

25th June

23rd September

19th November

## 23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.



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

**Sheffield Office**  
Tel: 0114 254 1185

Auction	Closing date
5th March	30th January
14th May	9th April
8th July	3rd June
17th September	13th August
29th October	24th September
10th December	5th November



Parc y Scarlets  
Llanelli  
SA14 9UZ

**Head Office**  
Tel: 01267 221554

Auction
4th March
13th May
22nd July
23rd September
9th December



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

**Liverpool Office**  
Tel: 0151 207 6315

Auction	Closing date
13th February	17th January
2nd April	6th March
21st May	24th April
Thursday 16th July	19th June
10th September	14th August
22nd October	25th September
10th December	13th November

## Our coverage is our strength



# Auctioneer's pre-sale announcements

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

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

  
**Countrywide**  
Property Auctions

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

### GUIDE PRICE

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

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

### RESERVE PRICE

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

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

### BUYER'S FEES

There is a £900 including VAT 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 .....

Data Protection: The information that you provide on this form and the identification documentation details requested are required under the Money Laundering Regulations 2007 for identification and security purposes, and will be retained by Countrywide for a minimum of 6 years from the above date. The details may also be supplied to other parties if Countrywide are legally required to do so.

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

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 price or a minimum of £3,000 (whichever is greater). The Administration Charge is £900 including VAT on each Lot (unless stated otherwise in the property description in the catalogue).

Do you wish to be added to the mailing list? ☐ Would you like to be contacted by our finance partner, Buy to Let? ☐

Tick Item Ref No

## FOR COUNTRYWIDE OFFICE USE ONLY: Identification documentation 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

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

### List B – Evidence of Residence

Tick	Item	Ref No
<input type="checkbox"/>	Valid full UK photo driving licence.	
<input type="checkbox"/>	Valid full UK Driving licence (Non photo) issued before 1998	
<input type="checkbox"/>	Local authority council tax bill (dated within the last 12 months).	
<input type="checkbox"/>	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.)	
<input type="checkbox"/>	UK mortgage statement (dated within the last 12 months) (Accept internet printed.)	
<input type="checkbox"/>	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.)	
<input type="checkbox"/>	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.	
<input type="checkbox"/>	Department for Works & Pensions letter confirming pension details and NI Number – as verifiable. (Dated within the last 12 months).	

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

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

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](mailto:auctions@countrywide.co.uk)**

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

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

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

# Order of Sale

## Wednesday **11 December**

<b>1</b>	151 Embankment Road, Plymouth PL4 9JF	<b>£100,000+</b>
<b>2</b>	40 The Dunes, Praa Sands Hol Village, Penzance, Cornwall TR20 9SH	<b>£35,000–£40,000</b>
<b>3</b>	St Annes, Trevelyan Road, Illogan, Redruth, Cornwall TR15 3UG	<b>£120,000+</b>
<b>4</b>	India Cottage, Shaftesbury Road, Henstridge, Somerset BA8 0PP	<b>£200,000–£250,000</b>
<b>5</b>	2 Market Square, South Petherton, Somerset TA13 5BT	<b>£135,000+</b>
<b>6</b>	15 Bond Street, Weymouth, Dorset DT4 8HF	<b>£325,000+</b>
<b>7</b>	Flat 6, Crusader House, 12 St. Stephens Street, Bristol BS1 1EL	<b>£95,000+</b>
<b>8</b>	Tyack Toft Barn, Carleen, Breage, Helston, Cornwall TR13 9QP	<b>£100,000+</b>
<b>9</b>	Land West Side Of New Road, Summercourt, Newquay, Cornwall TR8 5FJ	<b>£175,000–£200,000</b>
<b>10</b>	Contec Yard, Bojea Industrial Est, Trethowel, St. Austell, Cornwall PL25 5RJ	<b>£50,000+</b>
<b>11</b>	218 John Fowler Holiday Park, Lelant, St. Ives, Cornwall TR26 3HX	<b>£35,000–£40,000</b>
<b>12</b>	Flat 3, 4 Snowdon Road, Bournemouth BH4 9HL	<b>£140,000+</b>
<b>13</b>	Flat 4, 4 Kents Road, Torquay TQ1 2NL	<b>£70,000+</b>
<b>14</b>	55 Fore Street, Callington, Cornwall PL17 7AQ	<b>£90,000+</b>
<b>15</b>	11 Central Avenue, Exeter EX4 8NG	<b>£140,000–£160,000</b>
<b>16</b>	Albert Cottage, 11 Albert Road, Saltash, Cornwall PL12 4EB	<b>£325,000+</b>
<b>17</b>	Blackberry Cottage, High St, Newton Poppleford, Sidmouth, Devon EX10 0DU	<b>£125,000+</b>
<b>18</b>	East Hill Farm, East Hill, Blackwater, Truro, Cornwall TR4 8HW	<b>£220,000+</b>
<b>19</b>	Rose Cottage, Talaton, Exeter, Devon EX5 2RE	<b>£250,000+</b>
<b>20</b>	22 Basset Street, Camborne, Cornwall TR14 8SP	<b>£100,000+</b>
<b>21</b>	3 Forbes Close, Heathfield, Newton Abbot, Devon TQ12 6SD	<b>£160,000+</b>
<b>22</b>	113 Old Woodlands Road, Plymouth PL5 3SX	<b>£175,000+</b>
<b>23</b>	Flat 5, Bay Fort Mansions, Warren Road, Torquay TQ2 5TN	<b>£120,000+</b>
<b>24</b>	Little Pyramid, Millford Road, Sidmouth, Devon EX10 8DP	<b>£150,000+</b>
<b>25</b>	9 Windmill Hill, North Curry, Taunton, Somerset TA3 6LY	<b>£100,000+</b>
<b>26</b>	The Old Sunday School, Sithney, Helston, Cornwall TR13 0RN	<b>£120,000+</b>



A three bedroom period home now requiring updating set in the city of Plymouth.

#### DESCRIPTION

Situated within close proximity to Plymouth city centre is this three double bedroom mid terrace house. The property will require a degree of modernisation but will make a great family home or refurbishment project. The accommodation comprises of lounge, dining room, breakfast room and kitchen, downstairs cloakroom, bathroom and shower room. Off road parking to the rear and is being sold with no onward chain.

#### LOCATION

Situated 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 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** Entrance hallway leading to a lounge, dining room, breakfast room and kitchen.

**First Floor** Landing, three bedrooms and a bathroom.

**Outside** To the rear is a covered courtyard area with electric up and over garage door to create off road parking. There is a covered rear porch area which in turn leads to a small courtyard.

#### EPC

Energy Efficiency Rating - G

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING ARRANGEMENTS

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







A two bedroom holiday lodge, situated in Praa sands holiday village.

#### DESCRIPTION

A detached holiday home situated on an award winning popular holiday site close to the coast. The site offers fantastic facilities which include an indoor heated swimming pool, gym, restaurant and a superb 9 hole golf course. The property itself is well equipped and available fully furnished. The accommodation comprises of open plan lounge/kitchen and dining area, two bedrooms (one with en-suite facilities) and a shower room. Other benefits include central heating, pleasant veranda, parking space and views to the rolling countryside around.

#### LOCATION

The coastal village of Praa Sands is renowned for its stunning blue flag golden

sands beach with windsurfing, surfing and fishing attractions, along with the nearby coastal path walks, golf club, restaurants, public houses and cafes. The historic town of Marazion with the iconic backdrop of St Michaels Mount is just a short drive away.

#### ACCOMMODATION

**Lodge** Entrance hallway leading to a kitchen/ dining area and lounge with views, shower room and two bedrooms (with one en-suite).

**Outside** Sun deck to the front with parking to the side.

**Site Facilities** Gym, heated indoor swimming pool, steam room and playground. Other site amenities include a bar and restaurant.

#### NOTES

The property is for holiday use only and cannot be a main residence.

#### EPC

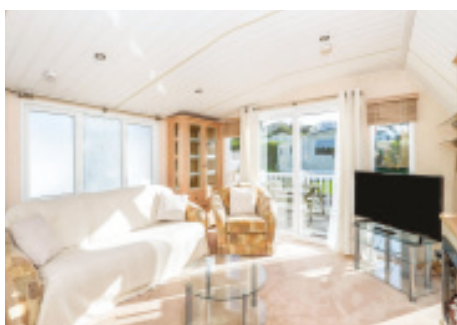
Energy Efficiency Rating - Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by pre-arranged appointment only with Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.







## A two bedroom detached bungalow requiring modernisation.

### DESCRIPTION

A two bedroom detached bungalow which requires work throughout to complete and turn into a family home. The property sits on a generously sized plot and used to house a garage previously. The bungalow features a lounge, kitchen area, shower room and two bedrooms. To the front is a large garden and long driveway and to the rear is a garden which requires clearance.

### LOCATION

Illogan is situated between the towns of Camborne and Redruth, in close proximity to local primary and secondary schools and within driving distance to local supermarkets. The main A30 trunk road offers easy access

to many popular towns in Cornwall including Bodmin and the City of Truro.

### ACCOMMODATION

**Bungalow** Front door into the lounge, inner hallway leading to the kitchen, shower room and two bedrooms.

**Outside** At the front is a long driveway leading to a hard standing where a garage was previously situated. Lawned garden to the front and further generous rear garden.

### NOTES

The property is only suitable for cash buyers in its present condition.

### EPC

Energy Efficiency Rating - E



### AUCTION VALUER

Lucy Fuller.

### VIEWING ARRANGEMENTS

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







A prominently located and successful commercial premises, currently let and generating £17,500 pae with additional development potential strc.

#### DESCRIPTION

A prominently located commercial premises currently tenanted and trading as a successful Indian restaurant, generating an income of £17,500 pae. The restaurant has 60 covers with bar area, commercial kitchen and storage areas, with two bedroom staff accommodation above. To the rear of the property is a kitchen garden area with storage facility, a large car park and outbuilding, offering the potential for further development, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of South Somerset District Council.

#### LOCATION

Henstridge has a shop/post office, primary school, church, village hall, restaurant and two pubs. The local economy is centred around a range of local businesses, some within the village and others on the Marsh Lane trading estate and local airfield. Templecombe railway station is approximately 3.2km to the north with regular services to Exeter, Yeovil and London Waterloo. There are regular bus services running half hourly

to Wincanton and Yeovil. Sherborne, Wincanton (and the A303), Gillingham and Shaftesbury are all circa 10 miles as the crow flies and Yeovil 12 miles.

#### ACCOMMODATION

**Ground Floor** Entrance hall, restaurant and bar area, public and staff wc's, commercial kitchen and storage area.

**First Floor** Accessed externally landing, shower room and two bedrooms.

**Outside** Large car parking area with detached outbuilding, kitchen garden with additional storage facility.

#### EPC

Non Domestic Energy Efficiency Rating - C



#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Wincanton 01963 34174. General enquiries Countrywide Property Auctions 01395 275691.







General view of building

A two bedroom first floor flat requiring modernisation in the sought after village of south Petherton.

### DESCRIPTION

A spacious two bedroom first floor flat which would benefit from a programme of modernisation, situated in the Market Square area of the sought after village of South Petherton. The property enjoys views to the rear over the parish church and is conveniently situated for the facilities and amenities of the village centre.

### LOCATION

South Petherton is a popular Somerset village set in attractive surrounding countryside 1 mile from the A303 trunk road, offering a wide range of shopping facilities, two schools, library, pub/restaurant, post office, churches, doctor and veterinary surgeries, chemist, tennis and bowling clubs and bus services to neighbouring towns and villages. Yeovil is 10 miles, Crewkerne (with mainline Station to Waterloo) and Ilminster 6 miles, the county town of Taunton (M5 Motorway and mainline Station to Paddington) 18 miles.

### ACCOMMODATION

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

**First Floor** Flat 2: Landing, living room/ study, kitchen/breakfast room with veranda off giving access to the fire escape, two bedrooms, bathroom and separate cloakroom.

### EPC

Energy Efficiency Rating - TBC

### AUCTION VALUER

Wendy Alexander

### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Martock 01935 825825. General enquiries Countrywide Property Auctions 01395 275691.







A freehold property comprising of a vacant shop unit and basement, plus three x 1 bedroom apartments in proximity of the sea front.

#### DESCRIPTION

A tremendous opportunity to acquire a Grade II Listed freehold premises comprising of a vacant ground and basement floors retail unit of circa 45 square metres and three self-contained one bedroom apartments, currently let and generating £17,100 pae, with the top floor flat having the benefit of a roof top terrace and sea view. The property is located in close proximity of Weymouth seafront in a prime trading position and is likely to appeal to those looking to fully let the property for investment purposes, along with those looking for a break up and resale opportunity of the various components, subject to any requisite consents.

#### LOCATION

The popular holiday destination of Weymouth offers a beautiful sandy beach, busy marina and attractive harbour. Weymouth is an attractive town with an array of popular shops, restaurants and cafes. The harbour offers some excellent local food, places to relax and socialise. The property is also located close to a variety of public transport facilities including a main line railway station to London Waterloo.

#### ACCOMMODATION

**Ground and Basement Floors** Entrance hall with door giving access to the apartments and second doorway to the retail unit comprising of retail zones A & B, kitchen and staff toilets, along with a useful basement area having natural light, the whole totalling circa 45 square metres.

**First Floor** Landing with a plumbed utility cupboard for each individual flat. Flat 1: Lounge/kitchen/diner, bedroom and shower room.

**Second Floor** Landing: Flat 2: Lounge/kitchen/diner, bedroom and shower room

**Third Floor** Flat 3: Lounge/kitchen/diner, bedroom, shower room and roof top terrace.

#### EPC

Retail Unit: Non Commercial Energy Efficiency Rating - D Flat 1: Energy Efficiency Rating - E Flat 2: Energy Efficiency Rating - D Flat 3: Energy Efficiency Rating - D

#### AUCTION VALUER

Wendy Alexander



#### VIEWING ARRANGEMENTS

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

General view of building



A vacant one bedroom first floor flat situated in Bristol city centre ready to let.

#### DESCRIPTION

A first floor one bedroom flat enjoying a prime location in the heart of Bristol city centre just off Corn Street, in close proximity of a large variety of shops, restaurants and bars, the floating harbour and Bristol Hippodrome. The flat has been a successful rental venture for the last four years, with the current tenant due to vacate in early January and is currently generating £750 pcm/£9,000 pae, with current rental values being achieved in the building of circa £800 pcm/£9,600 pae for similar sized flats.

#### LOCATION

Bristol is a thriving and vibrant city, with excellent road access to the major motorways, mainline railway stations and Bristol airport.

#### ACCOMMODATION

**Ground Floor** Communal entrance hall.

**First Floor** Flat 6: Entrance hall, open plan lounge/kitchen/diner, bedroom and bathroom.

#### NOTES

Cash buyers only due to being situated above two commercial premises.

#### EPC

Energy Efficiency Rating - E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Chappell & Matthews 0117 929 7685. General enquiries Countrywide Property Auctions 01395 275691.



This plan is illustrative only, its details cannot be relied upon and its liability is limited for any errors.

Floor Plan





A fire damaged bungalow, which benefits from conditional planning to refurbish and extend the existing property.

#### DESCRIPTION

A detached fire damaged bungalow, which now has conditional granted planning under the reference PA19/07539 to extend the existing property and create a three bedroom single storey dwelling, with en-suite master bedroom and a car port.

#### LOCATION

Carleen is a small hamlet located approximately 3.6 miles away from the main town of Helston, famed for the annual Flora Dance. The picturesque village of Breage is located approximately 1.4 miles away and benefits from a village shop, post office, church, pub and community centre. Carleen is also set within proximity of the southern

coastline and between the two highly popular coastal villages of Porthleven and Praa Sands.

#### ACCOMMODATION

**Existing Property** Porch leading to a lounge, kitchen, conservatory, bedrooms and a bathroom.

#### PROPOSED ACCOMMODATION

Entrance porch to an inner hallway, three bedrooms with master en-suite, family bathroom, kitchen diner and living room with bi-fold doors leading to the garden. A car port area is included with the design plans.

**Outside** Garden Area.

#### EPC

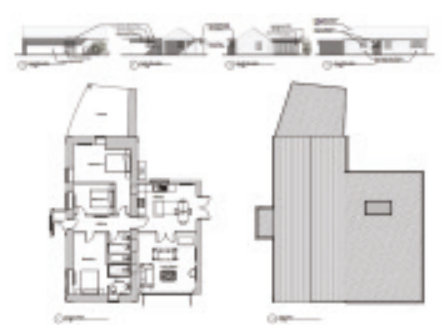
Energy Efficiency Rating - Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by pre-arranged appointment only with Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.





An interesting parcel of land measuring 4.82 acres, featuring two breeding ponds for coarse fish, set in Summercourt, Newquay.

#### DESCRIPTION

A fantastic opportunity to acquire a parcel of land measuring approximately 4.82 acres/1.951 hectares in total. The land contains two lakes fed by natural springs and used for the breeding of Carp. The larger lake contains aerators and is bordered by mature reeds, lily plants and viewing areas. The smaller breeding lake has a stock of lilies and reeds. A timber storage shed is located between the two lakes and a caravan.

#### LOCATION

Summercourt is ideally located within approximately nine miles of the North Cornish coast and offers a school, park, public house, shop and Post Office. The popular towns of Newquay, Truro and St Austell are all within ten miles with a regular bus service to all, as well as being situated close to the A30 allowing access to the rest of the County. Newquay town itself offers a further range of shopping, educational and banking facilities as well as many popular beaches.

#### LAND

Gated entrance with closed circuit coverage and parking. A pathway (wide enough for a vehicle) leads to the first lake and further onto the clearing where the second lake, timber store and a caravan are located. It is possible to walk the circumference of the second lake, with a stream on the border of the land itself.

#### NOTES

Please be advised that the land is covered by CCTV and viewings are only permitted when accompanied by a member of staff from Countrywide Property Auctions. All viewers are advised to wear sturdy and waterproof footwear and not to attempt to enter the ponds, or water border to the far elevation of the land under any circumstances. Measurements have been made using the Promap mapping facility. Interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.



#### EPC

Energy Efficiency Rating - Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by pre-booked block appointments only with Countrywide Property Auctions on 01395 275691.









CGI image of the proposed build

A commercial building plot with planning for the erection of a set of workshops/office space, set in Bojea industrial estate, St Austell.

### DESCRIPTION

A building plot with conditional planning to create a set of semi-detached workshops/office space. The properties would be set out over two storeys with parking facilities.

### LOCATION

Located within the historic market town of St Austell, the town offers a good variety of retail outlets and supermarkets. There are both junior and secondary schools within the area, along with a leisure centre and cinema. The mainline railway station provides rail links to London Paddington and the cathedral city of Truro is approximately 16 miles distant. Bojea Industrial Estate itself, is set approximately 1.2 miles from the main Town Centre of St Austell.

### ACCOMMODATION

**Plot A** A building plot with conditional planning to create a set of semi-detached workshops/office space. The properties would be set out over two storeys with parking facilities.

**Proposed Build** The units will mirror each other and feature a workshop area, reception room and cloakroom to the ground floor. To the first floor in each unit there will be two open plan office areas, a kitchen area, meeting room and second cloakroom. There will be a parking area on approach to the buildings when completed.

### NOTES

A Grant of Conditional Planning Permission was granted on the 8th August 2019, for the "Construction of new workshops/office accommodation". The plot offers the potential for a further two detached, 2 storey units, of which information is provided in the form of a sample plan within the photos. Please refer to the legal pack for the additional plans (please be advised they are not officially submitted on the planning application and are for reference only should someone wish to pursue further development of the site). For further information on the full application, please visit the Cornwall planning website

or contact their team on 0300 1234 151. All prospective purchasers should make and rely on their own findings. The land area measures 0.999 acres/0.404 hectares. Measurements have been made using the Promap mapping facility, interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright reserved.

### EPC

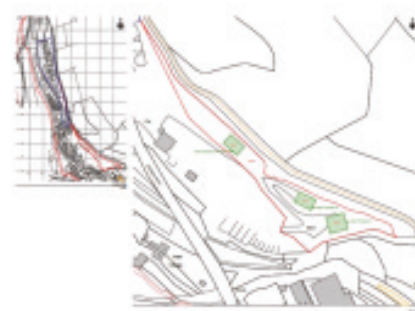
Energy Efficiency Rating - Exempt

### AUCTION VALUER

Lucy Fuller.

### VIEWING ARRANGEMENTS

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





A two bedroom holiday cottage located on a popular holiday park in close proximity to St. Ives.

#### DESCRIPTION

A two bedroom holiday cottage enjoying a tucked away position at the conclusion of John Fowler Holiday Park. The popular park offers a wide range of amenities and facilities whilst also being conveniently located for access to St Ives, Hayle and Penzance. The accommodation is set as an open plan lounge/kitchen with two bedrooms.

#### LOCATION

Lelant is located approximately 3.9 miles from the centre of St Ives. There is a local railway station in the main village, offering transport into Carbis Bay and St. Ives. The village offers a selection of bars and a golf course bordering the River Hayle.

#### ACCOMMODATION

**Holiday Cottage** Open plan living area, inner hallway leading to two bedrooms and a bathroom.

**Outside & Site Facilities** The property has use of a seating area and parking space. The site offers the use of an indoor pool, woodland walks and play park. The site also offers entertainment and features a bar, restaurant and convenience shop.

#### NOTES

This property is for holiday use only.

#### EPC

Energy Efficiency Rating - E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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







General view of building

A vacant two bedroom ground floor purpose built apartment in proximity of Westbourne village.

#### DESCRIPTION

A vacant purpose built two bedroom ground floor flat situated in proximity of the highly regarded Westbourne village. The property offers a spacious lounge/kitchen/diner with balcony off and enjoys a cul-de-sac location with excellent transport links to the city centre.

#### LOCATION

Snowdon Road is a cul de sac located approximately a quarter of a mile of Westbourne Village with a range of bars, restaurants and cafes, alongside a selection of exclusive boutiques and the usual range of High Street facilities.

#### ACCOMMODATION

**Ground Floor** Entrance hall, open plan lounge/kitchen/diner with balcony off, two bedrooms and bathroom.  
**Outside Parking** is available on a first come, first served basis.

#### EPC

Energy Efficiency Rating - C

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Westbourne 01202 751499. General enquiries Countrywide Property Auctions 01395 275691.





General view of building

A generously sized one bedroom apartment set in the Wellwood area of Torquay.

#### DESCRIPTION

Situated on the second floor of a beautiful Grade II listed period property is this one bedroom spacious apartment. Located in the popular residential area of Wellwood, this apartment is just a short level walk to local amenities.

#### LOCATION

Wellwood is an attractive area of Torquay alongside Ilsham, set within easy distance of Babbacombe and the harbour. Local amenities include the famed Kents Caverns, a bowling alley and sandy beaches. Torquay itself forms part of Torbay, which includes the towns of Paignton and Brixham, set on the South Devon coastline.

#### ACCOMMODATION

**Entrance** Communal entrance which leads up to the first and second floors of the building.

Located on the landing area, is a useful separate utility room for this apartment.

**Apartment** Entrance into a lobby, leading to the bedroom and lounge. From the lounge is a kitchen area and from the bedroom is an en-suite bathroom.

#### NOTES

We understand sub-letting would be allowed subject to written permission from the managing agents. Please refer to the legal pack for information on the management company.

#### EPC

Energy Efficiency Rating - C

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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







A mixed residential and commercial end terrace property set in Callington.

### DESCRIPTION

A vacant end terrace property set over four storeys. The entrance level features a self-contained commercial unit with two office rooms, cloakroom facilities and a drinks making area. The basement rooms and maisonette are accessed separately from the rear of the property via a walled courtyard area. The residential maisonette offers generous accommodation including two bedrooms, lounge, separate kitchen and a shower room.

### LOCATION

Situated within the town centre this property benefits from being in very close proximity to facilities such as shops, bus stops, primary and secondary schools, public houses and

a doctors surgery. The nearby towns of Tavistock, Launceston, Liskeard and Saltash are all within approximately 10 miles.

### ACCOMMODATION

**Ground Floor** Entry from the main street into the office space which benefits from two office rooms, WC and drinks making area.

**Basement** Access from the rear of the building into a porch area, which leads to two useful rooms with natural light, drinks making facilities and a WC.

**First and Second Floor Maisonette** Via the external stairs from the rear to a hallway, which leads to a generous sized lounge, separate kitchen and shower room. A staircase leads to the second floor landing and two bedrooms.

**Outside** Rear walled courtyard area with a wooden gated access.

### EPC

Energy Efficiency Rating - Non Domestic D

### AUCTION VALUER

Lucy Fuller

### VIEWING ARRANGEMENTS

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







A vacant two bedroom semi-detached bungalow requiring modernisation with potential for further extension subject to any requisite consents.

### DESCRIPTION

A vacant two bedroom semi-detached bungalow set in a well-established residential location in the popular Beacon Heath area of Exeter, having the benefit of low maintenance front and rear gardens. Whilst the property would benefit from further modernisation the property offers the potential for further improvement of the existing accommodation as is, with perhaps the potential subject to any requisite consents, for a loft conversion, rear extension and/or the provision of either garaging or on drive parking accessed from the shared driveway, upon which interested parties must make and rely upon their own planning enquiries of Exeter City Council planning department.

### LOCATION

Central Avenue is a well-established residential area in proximity of Beacon Heath and Whipton shops, with educational facilities for all ages and regular public transport links into the City Centre. The area is readily commutable to the M5/A38/A30 road networks, mainline railway stations and Exeter airport.

### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen, conservatory with utility room and storage room, two bedrooms and bathroom.

**Outside** Low maintenance front and rear gardens, the latter being fully enclosed and offering the potential to create either garaging or parking with access from the shared driveway.

### EPC

Energy Efficiency Rating - To be confirmed

### NOTES

Solar panels: The solar panels currently installed are owned outright by the vendors and supply domestic hot water to the property.

### AUCTION VALUER

Wendy Alexander

### VIEWING ARRANGEMENTS

Viewing strictly by prior appointment with Fulfords Exeter 01392 252666. General enquiries Countrywide Property Auctions 01395 275691.





A substantial five bedroom cottage, with generous garden and a detached annexe, situated close to the river Tamar in Saltash.

#### DESCRIPTION

An historic five bedroom cottage situated in the older part of Saltash in close proximity to the Town Centre shops and local amenities. The ground floor of the property features a family room, formal dining room, lounge, kitchen and utility/WC. To the first floor are five bedrooms with an en suite to the master, and a family bathroom. The basement offers two cellar rooms and has retained the original flag stone flooring, and was known during World War Two to house American soldiers. The garden is fully enclosed with a driveway for multiple vehicles, which in turn leads to a detached annexe benefitting from two rooms, a kitchen area and study. The property potentially could lend itself to be split on Title to create two separate dwellings, subject to gaining the relevant planning permissions with the local authority.

#### LOCATION

Saltash is a picturesque town that lies just across the River Tamar from Plymouth and is often referred to as the "Gateway to Cornwall". The town centre itself provides many shops and the doctors, dentists, library and leisure centre are all close by. There are primary schools, a college and secondary school, along with a local health centre. South East Cornwall boasts many waterside villages

such as St Germans and Cargreen, all within easy commuting distance to Saltash and the City of Plymouth. The town benefits from great transport links into Cornwall and along the A38 corridor.

#### ACCOMMODATION

**Ground Floor:** Porch leading to a family room, then in turn to an inner hallway (with stairs to the first floor and cellar access), dining room, lounge, kitchen and utility/WC.

**Basement** Two cellar rooms with power and lighting.

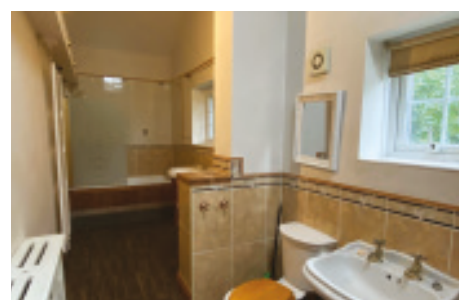
**First Floor** Split level landing to a family bathroom, five bedrooms with the master having an en-suite shower room.

**Outside** The property is located behind a stone wall with dual opening wooden gates, leading to a driveway for multiple vehicles. Generous garden with a lawn scattered with fruit bearing trees and shrubs.

**Annexe Building** Entrance porch leading to two reception rooms, a study area and a kitchen.

#### NOTES

Any prospective purchasers looking to enquire on developing the annexe building, should make and rely on their own findings with Cornwall Council Planning 0300 123 4151. Energy Efficiency Rating - E



#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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









A vacant freehold two bedroom single storey barn conversion with allocated parking set in the popular village of Newton Poppleford.

#### DESCRIPTION

A freehold single storey two bedroom mid terrace barn conversion, enjoying a pretty courtyard setting in the heart of the ever popular village of Newton Poppleford. The property has the added benefit of two allocated parking spaces and a useful utility room accessed externally, set back from the High Street itself and conveniently situated for the local shops, facilities and amenities along with public transport links to Exeter and Sidmouth.

#### LOCATION

Newton Poppleford is a large village situated circa 11 miles from Exeter and 4 miles from the seaside town of Sidmouth. The village offers

a primary school, public house, church, post office/village store, playing field and riverside walks, being readily commutable to the M5/A30/A38 road network, mainline railway stations and in turn Exeter airport.

#### ACCOMMODATION

**Ground Floor** Covered L shape porch, entrance hall, sitting room, kitchen, master bedroom with dressing room off, second bedroom and bathroom.

**Outside** Low maintenance seating area, utility/store room accessed externally and two allocated parking spaces.

#### EPC

Energy Efficiency Rating - D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Fulfords Sidmouth 01395 578126. General enquiries Countrywide Property Auctions 01395 275691.







A substantial double fronted former farmhouse now requiring modernisation.

#### DESCRIPTION

Situated in a convenient location, this former farmhouse is now prime for refurbishment. The property features four bedrooms and three reception rooms, front and rear gardens and a bathroom to the first floor. The property would suit someone looking for a project to create a sizeable family home.

#### LOCATION

Blackwater is a thriving village with local amenities including a village shop, school, public house and car sales garage. The Cathedral City of Truro, which is the main centre for business and commerce is approximately seven miles distant and offers a wide range of amenities including high street multiples, secondary schools, sixth

form college, Hall for Cornwall and mainline railway connection to London Paddington. The village is ideally located for the north coast with its rugged coastline and the A30 providing access to the East and West of the county.

#### ACCOMMODATION

**Ground Floor** Entrance porch leading to an inner hallway, lounge, dining room, breakfast room and kitchen, with a rear porch area leading to the parking and garden. A useful utility room and shower room are also located on the ground floor.

**First Floor** Landing leading to a family bathroom and four bedrooms.

**Outside** To the front is a lawned garden with central pathway leading to the entrance

porch. At the rear is a shared access point with parking, with a separate lawned garden with timber fence surround.

#### EPC

Energy Efficiency Rating - E

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING ARRANGEMENTS

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







A three bedroom end of terrace cottage requiring modernisation in popular village location.

#### DESCRIPTION

A three bedroom end of terrace cottage situated in the popular East Devon village of Talaton. Whilst the property would benefit from some modernisation it also has the benefit of good sized garden and a garage, offering the potential for further extension, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of East Devon District Council.

#### LOCATION

This popular village offers amenities including a church, community run village store, village hall and public house. Whimble and Feniton are within 1.5 miles and 1.9 miles offering additional facilities and amenities, both with

rail links on the Waterloo lines via Exeter. The A30 is readily accessible and Exeter Airport is within approximately 5 miles.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen/diner with shower room off, sun room with doors to the garden.

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

**Outside** Mature gardens being mainly laid to lawn with seating area and a garage.

#### VIEWING ARRANGEMENTS

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

#### EPC

Energy Efficiency Rating - F

#### AUCTION VALUER

Wendy Alexander



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A spacious three bedroom house with 3 reception rooms and the benefit of a useful loft room, set in Camborne, Cornwall.

#### DESCRIPTION

A three to four bedroom terraced period property which benefits from the addition of a useful loft room. The accommodation includes 3 ground floor reception rooms (one can be used as a fourth bedroom) and kitchen, three first floor bedrooms and two shower room, and a loft room on the second floor. Externally the property also offers a rear garden. The property would suit owner occupiers or investors looking for a property to let on an AST basis. We are advised that the property does contain Mundic Block, and is suitable for cash buyers only.

#### LOCATION

Camborne is located just off the A30 link road and within reasonable driving distance of Redruth. Locally the town has an array

of shops and supermarkets and a train station serving other Cornish towns and up to London. The property is located in close proximity and within walking distance to Camborne town centre.

#### ACCOMMODATION

**Ground Floor:** Entrance to a hallway leading to a lounge, dining room (or bedroom four), breakfast room and kitchen.

**First Floor** Three bedrooms and two shower rooms.

**Second Floor** Loft room with Velux window and some restricted head height.

**Outside** Enclosed rear garden.

#### NOTES

We have been informed that the property contains Mundic Block. We anticipate confirmation on this to be added to the legal pack documents.

#### EPC

Energy Efficiency Rating - TBC

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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







A four bedroom semi-detached house with garage and parking, now requiring updating and modernisation.

#### DESCRIPTION

A four bedroom semi-detached house which now requires some updating. The property benefits from a generous sized lounge/diner, kitchen/breakfast room and conservatory. To the first floor are four bedrooms and a bathroom. The property also features a garage and driveway, enclosed rear garden with sun deck.

#### LOCATION

Heathfield is set within easy reach of the A38 providing access to Exeter, Plymouth and back into central Newton Abbot. There are a range of local amenities in the area including a convenience store, petrol station and primary school. For further amenities

Bovey Tracey is approximately 2.6 miles away with a comprehensive range of shops and amenities. Heathfield is also in close proximity to the edge of Dartmoor National Park.

#### ACCOMMODATION

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

**First Floor** Landing with airing cupboard, four bedrooms and a family bathroom.

**Outside** The property has a driveway and single garage adjacent to the property. To the front is a low walled garden whilst to the rear is an enclosed garden, which features a sun deck around the conservatory. The remainder

of the garden houses a lawned area with hedge and timber fenced surround.

#### EPC

Energy Efficiency Rating - C

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Fulfords Newton Abbot 01626 351951. General enquiries Countrywide Property Auctions 01395 275691.







A three bedroom detached bungalow, now requiring some updating and modernisation.

#### DESCRIPTION

A spacious and versatile detached bungalow, situated in a desirable location. The bungalow's accommodation requires some degree of redecoration but offers fantastic potential. Having three double bedrooms, fitted kitchen with built in oven and hob, spacious living room, separate dining room and family bathroom. Externally there are front and rear gardens, a shared driveway and detached garage to the conclusion.

#### LOCATION

Plymouth is set in South Devon, on the Cornish border. The City features a busy shopping centre, a multitude of primary and secondary schooling, along with the famed Plymouth University. Other amenities in the

area include the Royal William Yard, a trendy up and coming area abundant with bars and restaurants, the Barbican, Plymouth Hoe and the Pavilions.

#### ACCOMMODATION

**Bungalow** Entrance hallway leading to a lounge, three bedrooms, bathroom and dining room, which in turn leads to the kitchen.

**Outside** To the front is a low walled garden area, a driveway to the side leading to the garage and rear garden.

#### EPC

Energy Efficiency Rating - D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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







General view of building

A one bedroom entry level apartment with sea views across to Brixham, located within walking distance of Torquay town centre.

#### DESCRIPTION

A one bedroom apartment located on the entry floor of the building. The property features a double bedroom with sea views, lounge with glorious sea views enjoyed from the large bay window, separate kitchen and a bathroom. The previous letting agents for the property have stated the apartment could command up to £600 PCM/£7200 PAE in rental income on an AST basis, or could be enjoyed as a residential home. Other apartments in the building have been used for holiday letting purposes which could have the potential to generate approximately three-fold income compared with residential lettings, depending on occupancy throughout the year. As a ground floor apartment, it allows easy access from street level.

#### LOCATION

Torquay is a Victorian town located on the South Devon coast, alongside its sister Torbay towns of Paignton and Brixham, which in turn form the Borough of Torbay. The local area has a busy town centre and bustling harbourside, which houses many bars and restaurants and the famed Princess Theatre.

#### ACCOMMODATION

**Entrance** Communal entrance to the apartment.

**Apartment** Hallway leading to the lounge, kitchen, bedroom and bathroom.

**Outside and Facilities** The property has the enjoyment of well-maintained communal gardens and benefits from a useful separate store room in the basement.

#### EPC

Energy Efficiency Rating - C

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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





A three/four bedroom semi-detached property enjoying an elevated position in Sidmouth with gardens and parking.

#### DESCRIPTION

A charming three/four bedroom semi-detached property requiring modernisation and enjoying an elevated and secluded location in the popular seaside town of Sidmouth, with views over the townscape to the countryside beyond. The property has been in the same family ownership for many years and offers on drive parking and mature terraced gardens with seating areas from which to enjoy the glorious views.

#### LOCATION

Little Pyramid is situated on a private lane, accessed from Millford Road, on the east side of the Sid Valley within close proximity of both the town centre and sea front.

Sidmouth offers a wide range of amenities with numerous independent shops, high street chains and popular restaurants. There are beautiful public gardens and sports clubs including cricket, rugby and sailing. The town also benefits from a theatre, cinema, Waitrose and an eighteen hole golf course, with Exeter and the M5 circa twelve miles.

#### ACCOMMODATION

**Ground Floor** Entrance porch, sitting room, kitchen, rear hallway, bedroom, bathroom and separate wc.

**First Floor** Landing, bedroom two with wash hand basin, bedroom three leading to a through room/bedroom four.

**Outside** On drive parking and turning area giving access to elevated mature terraced gardens with attractive seating areas and views over the townscape to the countryside beyond.

#### EPC

Energy Efficiency Rating - TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Fulfords Sidmouth 01395 578126. General enquiries Countrywide Property Auctions 01395 275691.





LOT  
**25**

9 Windmill Hill, North Curry, Taunton, Somerset TA3 6LY

\*GUIDE PRICE £100,000+



## A three bedroom detached cottage requiring refurbishment set in the popular village of North Curry

### DESCRIPTION

A three bedroom detached cottage requiring refurbishment and an adjacent parcel of land situated in the popular village of North Curry. The property offers good sized living accommodation, an enclosed rear garden and parking.

### LOCATION

Windmill Hill is situated in the popular village of North Curry which lies east of Taunton. The village offers a wide range of amenities including a village store/post office, parish church, primary school, public house, village hall and a Health Centre. For commuters, the village boasts access to the A358 for the A303 and to the M5 Motorway which is approximately five miles away at Junction 25. The village also provides access into Taunton town centre and surrounding areas. The town centre offers a mainline railway station making excellent intercity links.

### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room with garden room off, dining room and kitchen.

**First Floor** Landing, three bedrooms and bathroom.

**Outside** Enclosed garden to the rear, parking space and an additional area of land lying to the side of the property.

### NOTES

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### EPC

Energy Efficiency Rating - E

### AUCTION VALUER

Wendy Alexander

### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Taunton 01823 617009. General enquiries Countrywide Property Auctions 01395 275691.







A detached former Sunday school set in Sithney, Helston. the property also benefits from a detached barn located a short distance away.

#### DESCRIPTION

A detached former Sunday School, which is now set as an open plan living space with bathroom, also featuring a cottage style garden to the front and side. An additional Grade II listed barn is located approximately 200 yards from the property, on the edge of the Church grounds, which can be used as garaging if required.

#### LOCATION

Sithney is a village located approximately 2.5 miles from Helston, a traditional market town boasting much history and charm. The town stands as the gateway to the Lizard Peninsula, which is mainland Britain's most Southerly point which plays host to numerous picturesque fishing villages. Helston provides a good range of amenities including a sports centre with indoor swimming pool, cinema, doctor's surgeries, pharmacies and a variety of shops and supermarkets. Helston town itself is host to the Flora Dance celebrations which take part every year in May, with thousands of spectators watching finely dressed dancers being led through the town by the band.

#### ACCOMMODATION

**The Old Sunday School** Open plan living space with a kitchen area and separate bathroom. Apex open ceiling gathering the full height of the building.

**Outside** To the front and side is a walled garden with entrance from the road, featuring mature shrubs.

**The Barn** Located approximately 200 yards distance from the property, is a detached former barn with wooden door to the front. We are informed that this is a Grade II listed building, but the listing does not apply to the former Sunday School itself. For the avoidance of doubt, please refer to the legal pack.

#### NOTES

The two buildings will be sold as one and will not be split on the Title Deed. We have been informed by the seller that approximately fourteen years ago the roof was replaced and Delabole slate was used.

#### EPC

The Old Sunday School: Energy Efficiency Rating - E The Barn: Energy Efficiency Rating - Exempt



#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Miller Countrywide Helston 01326 563411. General enquiries Countrywide Property Auctions 01395 275691.

v



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# Terms & conditions for telephone/proxy bidders

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

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  
  
A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. Proof of funds for a 10% deposit must also be provided. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.  
  
Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit card. Please note we do not accept cash.  
  
Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £900 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).  
  
A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 In the case of unsuccessful bidders deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue.
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Countrywide as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Please note we must hold 2 forms of certified ID prior to auction:  
1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by The Lexis Nexis company (Lexis House, 30 Farringdon Street, London, EC4A 4HH).
- 17 Proxy or telephone bidding forms should be sent to Countrywide Property Auctions, 109 Union Street, Torquay TQ1 3DW.

# Proxy bidding form

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

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

Address of Lot .....

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

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

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

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

## Purchaser Details

Full name(s) .....

Company .....

Address .....

Postcode .....

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

Solicitors .....

Postcode .....

For the attention of .....

Telephone .....

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

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

Signed by prospective purchaser .....

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

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

Date of signing .....

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

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

### List A – Photographic evidence of Identity

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

### List B – Evidence of Residence

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

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



# Common Auction Conditions

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

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.

## LOT

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

## Old ARREARS

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

## PARTICULARS

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

## PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, 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.

## WE (and US and OUR)

The AUCTIONEERS.

## 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 BUYER.

## 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 disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

## A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

## A2 OUR role

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

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

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

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

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

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

## A3 Bidding and reserve PRICES

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

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

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

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

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

## A4 The PARTICULARS and other information

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

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

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

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

## A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU 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

- MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
- A5.3 YOU must before leaving the AUCTION
- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.
- A5.4 If YOU do not WE may either
- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.
- A5.5 The deposit
- (a) 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 an 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;
- (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 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 are acting as an agent; and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.
- A5.9 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 minimum deposit WE accept is £3,000.00 (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 competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, under the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
- (b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.
- G2 Deposit**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).
- G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- G3 Between CONTRACT and COMPLETION**
- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- (c) gives no warranty as to the adequacy of the insurance;
- (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
- (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
- G4 Title and identity**
- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
- (c) If title is in the course of registration, title is to consist of:
- (i) certified copies of the application for registration

- of title made to the Land Registry and of the DOCUMENTS accompanying that application;
- (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- G5 TRANSFER**
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
- (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
- (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
- (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- G6 COMPLETION**
- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
- (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.



**G7 Notice to complete**

- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be READY TO COMPLETE.
- G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the LOT; and
  - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

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

- If the CONTRACT is lawfully brought to an end:
- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
  - (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

**G9 Landlord's licence**

- G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
  - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

**G10 Interest and apportionments**

- G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
- (a) the BUYER is liable to pay interest; and
  - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

**G11. ARREARS****Part 1 – Current rent**

- G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

**Part 2 – BUYER to pay for ARREARS**

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

**Part 3 – BUYER not to pay for ARREARS**

- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
  - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
  - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
  - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;
  - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
  - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

**G12 Management**

- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
  - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
  - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

**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.
- G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
- G13.4 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**

- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

**G15 TRANSFER as a going concern**

- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
  - (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
  - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- (a) of the BUYER'S VAT registration;
  - (b) that the BUYER has made a VAT OPTION; and
  - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
  - (b) collect the rents payable under the TENANCIES and charge VAT on them.
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
  - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

**G16 Capital allowances**

- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

**G17 Maintenance agreements**

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

**G18 Landlord and Tenant Act 1987**

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

**G19 Sale by PRACTITIONER**

- G19.1 This CONDITION G19 applies where the sale is by a

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

## G20 TUPE

- G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:  
(a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.  
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.  
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.  
(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.

## G21 Environmental

- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

## G22 Service Charge

- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:  
(a) service charge expenditure attributable to each TENANCY;  
(b) payments on account of service charge received from each tenant;  
(c) any amounts due from a tenant that have not been received;  
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows:  
(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

- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:  
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and  
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER's period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

## G24 TENANCY renewals

- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:  
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;  
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and  
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER's period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

## G25 Warranties

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

## G26 No assignment

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

## G27 Registration at the Land Registry

- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or

is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

- procure that it becomes registered at the Land Registry as proprietor of the LOT;
- procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

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

## G28 Notices and other communications

- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:  
(a) delivered by hand; or  
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or  
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:  
(a) when delivered, if delivered by hand; or  
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

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

No one is intended to have any benefit under the CONTRACT pursuant to the 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:  
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
- Buyer's Administration Charge**
  - Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £900 including VAT (unless stated otherwise in the property description in the catalogue) upon exchange of contracts to the Auctioneer.
- Extra Auction Conduct Conditions**
  - 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.
- 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.





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