

# Property Auction

Commercial and residential property for sale

Working in partnership with



**Thursday 2nd April at 1.00pm**

Sandy Park Conference Centre

Sandy Park Way

Exeter EX2 7NN

The logo for Countrywide Property Auctions, featuring a stylized blue and purple wave graphic above the word "Countrywide" in a large serif font, with "Property Auctions" in a smaller sans-serif font below it.

# Auction venue & calendar



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

## Exeter Office

Tel: 01395 275691

## Auction programme 2020

AUCTION DATES	CLOSING DATES
13th February	16th January
2nd April	5th March
28th May	30th April
23rd July	25th June
15th October	23rd September
17th December	19th November

## 23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.

### SHEFFIELD



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

**Sheffield Office**  
Tel: 0114 254 1185

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

### LLANELLI



Parc y Scarlets  
Llanelli  
SA14 9UZ

**Head Office**  
Tel: 01267 221554

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

### LIVERPOOL



Hilton Hotel  
3 Thomas Steers Way  
Liverpool L1 8LW

**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



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

# Auctioneer's pre-sale announcements

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at [www.countrywidepropertyauctions.co.uk](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.



## \*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 a [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, Dynamo?

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
	Valid Passport with MRZ (Machine Readable Zone – two alphanumeric lines on photo page as verifiable.)	
	Valid full UK photo driving licence.	
	Valid EU/EEA/Switzerland photo driving licence.	
	Valid EU/EEA/Switzerland national Identity Card.	
	Valid UK Armed Forces ID Card.	
	Valid UK Biometric Residence Permit (When copying include both sides.)	
	Valid Blue Badge scheme (disabled pass with photo)	
	Valid Freedom Pass	
	Valid Local Authority Bus pass	
	Valid full UK Driving licence (Non photo, paper) issued before 1998	
	Department for Works & Pensions letter confirming pension details including National insurance Number dated within the last 12 months	

List B – Evidence of Residence

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

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

**Once you have completed this form please send to: Countrywide Property Auctions, 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 changes to Money Laundering regulations for buying and selling at auction, we are now required by Law to ID check everyone who buys at auction**

## What the 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

## Thursday 2 April

1	Camelford Scout Hut, Fore Street, Camelford, Cornwall PL32 9PG	£30,000–£35,000
2	Flat 4, 31 Queens Road, Lipson, Plymouth PL4 7PL	£50,000+
3	20 Nelson Street, Plymouth PL4 8ND	£125,000+
4	27 Alma Street, Weston-Super-Mare, Avon BS23 1RD	£120,000+
5	Plot at the rear of 2 Penbeagle Close, St. Ives, Cornwall TR26 2HR	£85,000+
6	1 Fore Street, Camelford, Cornwall PL32 9PG	£110,000+
7	East Hill Farm, East Hill, Blackwater, Truro, Cornwall TR4 8HW	£200,000+
8	Bellasize Farm, Two Waters Foot, Liskeard, Cornwall PL14 6HT	£495,000+
9	484 Wolseley Road, Plymouth PL5 1BJ	£80,000+
10	Flat 15, Brooklyn Court, Christchurch Road, Bournemouth BH1 4BD	£75,000+
11	30 Berkeley Avenue, Poole, Dorset BH12 4HZ	£330,000+
12	70 Gains Road, Southsea, Hampshire PO4 0PL	£295,000+
13	6 St. James Street, South Petherton, Somerset TA13 5BS	£175,000+
14	96 Park Road, Camborne, Cornwall TR14 8QB	£85,000+
15	Land adjacent to Cross View, Lower Dean, Buckfastleigh, Devon TQ11 0LS	£55,000+
16	21a Fore Street, Liskeard, Cornwall PL14 3JA	£50,000+
17	Appledene, Church Road, Whimble, Exeter, Devon EX5 2TF	£375,000+
18	Flat A, 23 Bonhay Road, Exeter EX4 4BP	£50,000–£75,000
19	3 Loscombe Villas, Loscombe Road, Four Lanes, Redruth, Cornwall TR16 6QB	£70,000+
20	20 Hill Barton Road, Exeter EX1 3PP	£325,000+

## Now collecting for our next Auction

### Thursday 28 May

### Closing 30 April

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

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



A detached former Scout hut, with additional tiered garden, set on the banks of the river Camel.

#### DESCRIPTION

A former scout hut which now requires updating. The property could potentially lend itself to becoming a delightful residential retreat, Airbnb or a small business, subject to the necessary planning permission from Cornwall Council. Internally the property features a reception room leading to the main hall, storage rooms, WC facilities and a kitchen area. The property is also being sold with an additional tiered garden across the pathway.

#### LOCATION

The property is located at the start, or end, of a stunning river walk alongside the river Camel which takes you onto the moors. Camelford offers a wide range of day to day amenities including shops, schooling and popular leisure centre. Set within a picturesque valley off the River Camel nestled between Bodmin Moor and the dramatic cliff and sandy beaches of the North Cornish Coast.

#### ACCOMMODATION

**Scout Hut** Entrance reception room leading to a hall with several storage rooms, two cloakrooms and a kitchen.

**Outside** To the entrance of the property is a pathway with planting areas to either side.

**Garden** Leading to the property from the archway in Fore Street is a garden area laid out to tier on the left hand side of the pathway. A pond and various shrubs are in situ, although maintenance is required to bring the area back to its former glory.

#### NOTE

For enquiries on the potential for planning, please speak to Cornwall Council Planning Department on 0300 123 4151.

#### EPC

Energy Efficiency Rating – Non Domestic TBC

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by block appointment only with Stratton Creber Padstow 01841 532230. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
2

Flat 4, 31 Queens Road, Lipson, Plymouth PL4 7PL

\*GUIDE PRICE £50,000+

General view of building



A one bedroom first floor apartment with off road parking, situated in the city of Plymouth.

#### DESCRIPTION

An ideal investment opportunity for rental, this one bedroom apartment is located on the first floor of the building, previously rented on an AST basis for £495pcm/£5,940pae. Sold with vacant possession, the property features an open plan lounge/kitchen, generous double bedroom with en-suite, separate utility room and parking to the rear.

#### LOCATION

Located close to both Mutley Plain and the city centre, this property is within reasonable distance of schools, Plymouth University and ease of access to the A38 Devon Expressway. Local amenities are close by which include a parade of shops and bars.

#### ACCOMMODATION

**Entrance** Communal hallway with stairs to a split landing with a utility room for use with this apartment only. Half stairway to the first floor. Door to:

##### First Floor Apartment

Open plan lounge/kitchen, double bedroom with en-suite shower room.

**Outside** One off road parking space for use with this apartment only.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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





A versatile four bedroom terraced house, set in the busy city of Plymouth.

**DESCRIPTION**

Located in the heart of the city and within close proximity to Plymouth university is this fully established investment property. The house offers four double letting rooms, shower room and communal lounge and kitchen. The house also offers a private rear courtyard and roof top garden. The property is to be sold with vacant possession.

**LOCATION**

Plymouth is a popular Devon city, located on the border of Cornwall. Known to be steeped in history, the area also now benefits from a famed university, Devonport Dockyard and The Barbican. A multitude of primary and secondary schools are available, with excellent transport links by road or rail to the remainder of the County and further beyond. The property itself is centrally located and within a reasonable distance from the university.

**ACCOMMODATION**

**Ground Floor** Entrance hallway with stairs to the first floor, lounge, dining room and kitchen.

**First Floor** Two bedrooms, a utility room and a bathroom.

**Second Floor** Landing leading to a roof terrace and two bedrooms.



**Outside** Rear courtyard area.

**EPC**

Energy Efficiency Rating – E

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Fulfords Drakes Circus 01752 223355. General auction enquires 01395 275691.



LOT  
4

27 Alma Street, Weston-Super-Mare, Avon BS23 1RD

\*GUIDE PRICE £120,000+



An end terrace property loosely arranged as two × one-bedroom flats requiring refurbishment.

#### DESCRIPTION

An end of terrace property, formerly a three bedroom house but now loosely arranged as two × one bedroom flats and requiring some refurbishment. The property is likely to appeal to those looking for a post works residential lettings venture, either as a three bedroom family home or two × one bedroom flats, or those seeking to formalise the two flats for a break up and resale opportunity.

#### LOCATION

Alma Street is conveniently situated for the town centre of Weston Super Mare and amenities which include the indoor Sovereign Shopping Centre, doctors, dentists, museum, library, cinema, theatre as well as Weston sea front, promenade and Grand Pier.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen with access to the rear courtyard, bedroom and bathroom

**First Floor** Landing, sitting room, kitchen, bedroom and bathroom.

**Outside** To the rear of the property is an enclosed courtyard garden area and outside WC.

#### NOTE

We understand that whilst the whole of the property is on a single freehold title deed, that both flats have their own council tax bands and mains services.

#### EPC

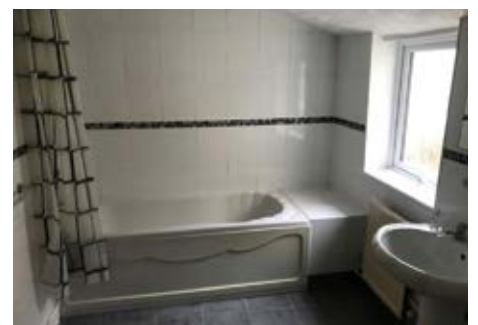
**Ground Floor Flat** Energy Efficiency Rating – D  
**First Floor Flat** Energy Efficiency Rating – D

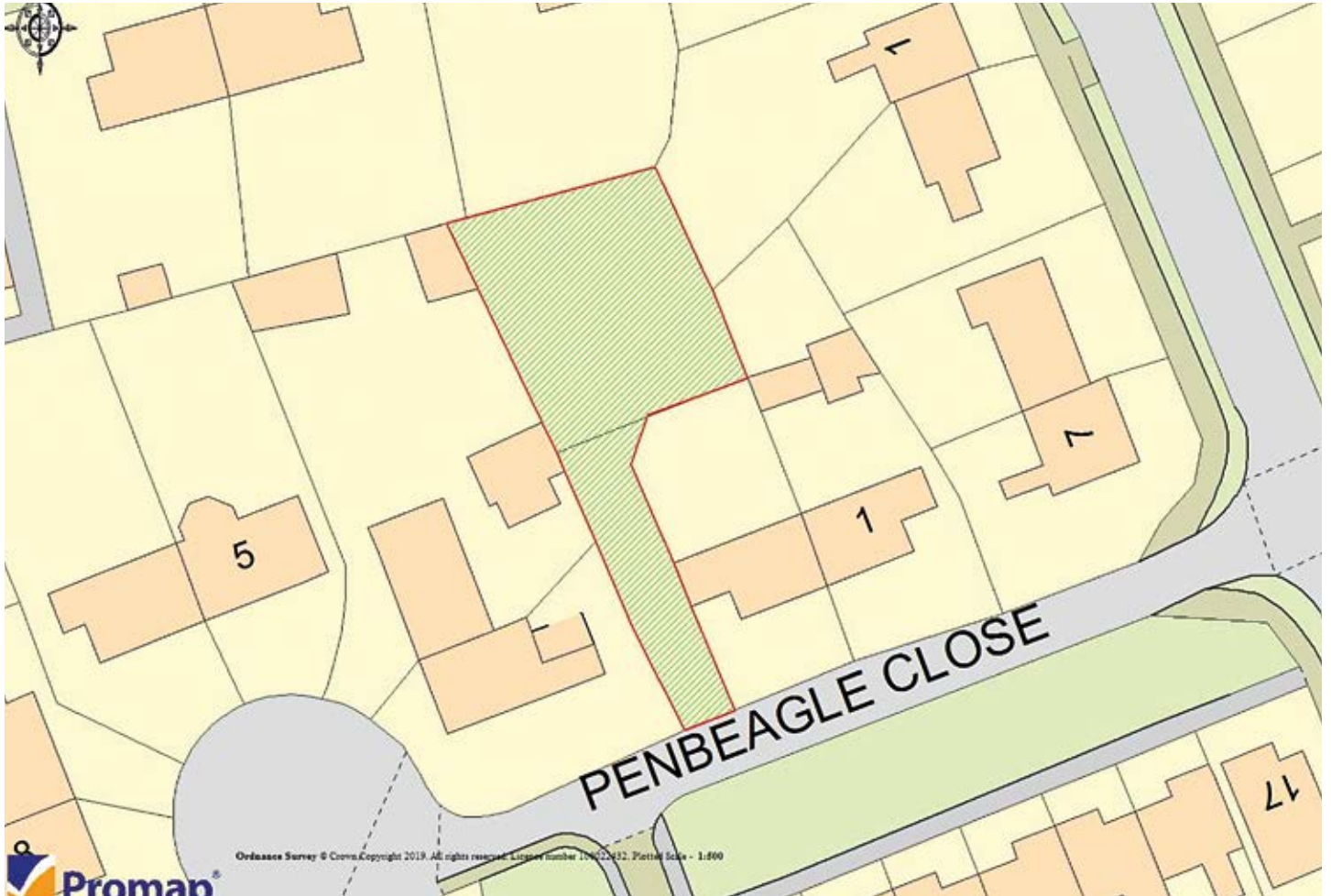
#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Palmer Snell Weston Super Mare 01934 413735. General enquiries Countrywide Property Auctions 01395 275691.





A parcel of land with planning for a detached dwelling, set in the popular seaside town of St. Ives, Cornwall.

**DESCRIPTION**

A parcel of land located in a residential street in St. Ives with conditional planning granted under the reference number PA18/04202 for a new detached dwelling.

**LOCATION**

Occupying a convenient position in popular harbour town and resort of St Ives, approximately ½ a mile from the town centre and beaches, the land is also close to the infant, junior and secondary schools, public transport links and a convenience store. St. Ives is a busy harbour town on the North coastline of Cornwall. In the summer months the town thrives with tourists visiting the area and enjoying all the shops, bars and restaurants it has to offer.

**PROPOSED ACCOMMODATION**

Access from the side of the existing property to the front. Ground floor containing three bedrooms, a bathroom, cloakroom and dayroom area. First floor benefitting from a lounge and kitchen. Parking area to the front.

**LAND**

The land is located to the rear of another property with an access point visible from the roadside. The Pro Map provided is for

reference purposes only. Crown Copyright reserved.

**NOTE**

Planning: A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department on the 7th September 2018, under application number PA18/04202, for 'New dwelling and associated works including access drive'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council on 0300 1234 151. Please be advised that the conditions include the H2 policy of the St. Ives Neighbourhood Plan 2015–2030.

**EPC**

Energy Efficiency Rating – Exempt

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

In reasonable daylight hours and pre-arranged with Miller Countrywide St. Ives 01736 797331. General enquiries Countrywide Property Auctions 01395 275691.





A versatile end terrace building set as part residential and part commercial, in the centre of Camelford. Now requiring modernisation throughout.

#### DESCRIPTION

A four storey mixed use building which now requires refurbishment. The ground and basement floors were used for commercial purposes previously. The first and second floors form a generously sized maisonette featuring three bedrooms. At the rear of the property is a walled garden area.

#### LOCATION

Camelford offers a wide range of day to day amenities including shops, schooling and popular leisure centre. Set within a picturesque valley off the River Camel nestled between Bodmin Moor and the dramatic cliff and sandy beaches of the North Cornish Coast. The town of Bodmin is located approximately 12 miles south.

#### ACCOMMODATION

**Shop Premises** Two front facing connected retail areas leading to a kitchen and office. The basement area features cellar rooms, stores and a bathroom area.

**Maisonette** Accessed from the side of the property via its own door into a stairwell leading to the first floor landing. A shower room leads off the landing which in turn leads to a lounge with opening through to a dining

room and into the kitchen. The second floor features three bedrooms and a bathroom.

**Outside** To the rear of the property is an enclosed walled garden and access to the basement level of the shop.

#### EPC

Non Domestic EPC G. Domestic EPC rating TBC.

#### NOTE

The property is being sold with vacant possession.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Strictly by appointment only with Stratton Creber Padstow 01841 532230. 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.

enquiries Countrywide Property Auctions 01395 275691.

**EPC**

Energy Efficiency Rating – E

**AUCTION VALUER**

Lucy Fuller.

**VIEWING ARRANGEMENTS**

Strictly by appointment only with Stratton Creber Redruth 01209 217201. General



A selection of three characterful cottages set on a generous plot, in Two Waters Foot between Liskeard and Bodmin.

#### DESCRIPTION

A set of three Cornish cottages filled with charm and character. The main farmhouse features three bedrooms, a lounge, kitchen and dining room; with ground and first floor bathroom facilities. Foxglove Barn benefits from a lounge with kitchen, three bedrooms and two bathroom facilities. Bluebell bungalow houses two bedrooms, an open plan lounge kitchen and a bathroom. The properties are on one Title Deed and are set on generous grounds, accessed by a tree lined driveway. The property could suit occupiers looking to house dependant family members in their own accommodation, or possibly lend itself to rental usage subject to the relevant constraints being met.

#### LOCATION

Set just off the A38 in the Glynn Valley, the town of Bodmin is approximately 6.2 miles away, and Liskeard approximately 7.3 miles distant. The mainline Bodmin Parkway railway station is within a ten minute drive from the property, linking to the remainder of the County and beyond to London Paddington. Bodmin also serves as access to the main A30 trunk road giving access to Exeter by car.

#### ACCOMMODATION

##### Bellasize Farmhouse

The ground floor features an entrance porch, kitchen, lounge, dining room, utility room and downstairs bedroom with shower room adjacent. The first floor features two bedrooms and a family bathroom.

##### Foxglove Barn Conversion

Featuring a lounge with kitchen area and a bedroom to the ground floor. To the first floor are two further bedrooms (with master en-suite), a study and a family bathroom. Foxglove also benefits from its own courtyard space externally.

##### Bluebell

Entrance into an open plan lounge kitchen, doors to the master bedroom and an inner hallway which in turn leads to a bathroom and the second bedroom.

**Grounds** The properties are approached by a private tree lined driveway leading to ample parking for all three properties. The generous grounds also house various outbuildings such as a summerhouse, workshop space, storage and a garage. To the conclusion of the grounds is a paddock.

#### NOTE

The Pro Map provided is for reference purposes only and measures approximately



3.020 acres/1.223 hectares, Crown Copyright Reserved. Any purchasers considering rental options, should make and rely on their own findings.

#### EPC

Energy Efficiency Rating – All three properties have an EPC rating of E per unit.

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING ARRANGEMENTS

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



**Foxglove Barn, Bellasize Farm, Liskeard, PL14**

APPROX. GROSS INTERNAL FLOOR AREA 1200 SQ FT 114 x 90 METRES



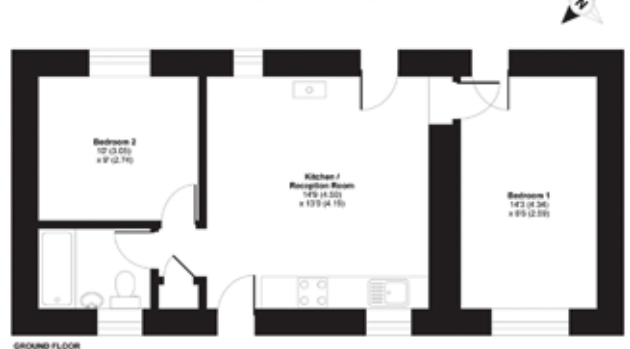
**Bellasize Farm, Two Waters Foot, Liskeard, PL14**

APPROX. GROSS INTERNAL FLOOR AREA 1400 SQ FT 121.3 SQ METRES (INCLUDES GARAGE & EXCLUDES OUTBUILDINGS)



**Bellasize Farm, Two Waters Foot, Liskeard, PL14 6HT**

APPROX. GROSS INTERNAL FLOOR AREA 600 SQ FT 55.7 METRES





Traditional two bedroom, two storey mid terrace property requiring refurbishment and modernisation, set in St Budeaux, Plymouth.

#### DESCRIPTION

A Victorian mid terrace property that now requires complete modernisation and renovation, set in the St Budeaux area of Plymouth. The property features a lounge, kitchen and shower room to the ground floor, and two double bedrooms to the first floor. At the rear of the property is a garden which also features off road parking via the service lane. An ideal investment to re-sell or let after renovation works are completed.

#### LOCATION

Located in the St Budeaux area of Plymouth, on the South Devon coastline. Situated within easy distance of local amenities. The city itself features a busy shopping centre, The Barbican which offers many popular bars and restaurants, as well as the multiple retail parks around the area. The university is popular with the arts and attracts students from all over England.

#### ACCOMMODATION

**Ground Floor** Entrance hallway leading to lounge, kitchen, shower room and cloakroom.

**First Floor** Two double bedrooms.

**Outside** Enclosed rear garden with off road parking, accessed from the service lane behind the property.

#### NOTE

The auction surveyor has not inspected the property internally.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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





LOT  
10

Flat 15, Brooklyn Court, Christchurch Road, Bournemouth BH1 4BD

\*GUIDE PRICE £75,000+



General view of building

A first floor studio flat requiring some updating with the benefit of shared allocated parking space.

#### DESCRIPTION

A first floor studio flat requiring some updating but having the benefit of shared parking, which is likely to appeal to residential lettings investors and owner/occupiers looking for a base in Bournemouth town centre. The property is situated in proximity of Boscombe Chine Gardens and public transport links.

#### LOCATION

Bournemouth is a popular seaside town with a thriving town centre, sandy beaches and a range of shopping and leisure facilities.

#### ACCOMMODATION

**Ground Floor** Communal entrance hall.

**First Floor** Flat 15: Bed/sitting room, kitchen and bathroom.

**Outside** Allocated parking space.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

Strictly by prior appointment with Austin & Wyatt Bournemouth 01202 298571. General enquiries Countrywide Property Auctions 01395 275691.





A four bedroom detached bungalow of traditional construction set in 0.17 acres and adjacent to Bourne valley nature reserve.

**DESCRIPTION**

A detached four bedroom bungalow of traditional construction with external cladding for ease of maintenance. The property enjoys a head of cul de sac location, set in 0.13 acres and backing on to the Bourne Valley Nature Reserve. The property offers good sized and versatile accommodation with the benefit of enclosed rear garden, having decked seating areas and artificial lawn, garage, store and on drive parking for several vehicles. The property may offer the potential for further extension and/or development, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Poole Council Planning Department.

**LOCATION**

Berkeley Avenue is a sought after residential location situated in the catchment area for the Ofsted rated outstanding Manorside Academy and also St Aldhelm’s Academy. The area has excellent public transport facilities and a local store, with Tower Park circa 1.5 miles and Poole town centre and harbour circa 3 miles.



**ACCOMMODATION**

**Ground Floor** Entrance hall, sitting room, kitchen/breakfast room, conservatory, four bedrooms – one with en-suite bathroom and a family shower room.

**Outside** The property enjoys a plot size of 0.13 acres with an enclosed rear garden having the benefit of low maintenance decked seating areas and artificial lawn, storage shed, garage and on drive parking for several vehicles.

**EPC**

Energy Efficiency Rating – D

**AUCTION VALUER**

Wendy Alexander



**VIEWING ARRANGEMENTS**

Strictly by prior appointment with Austin & Wyatt Parkstone 01202 715230. General enquiries Countrywide Property Auctions 01395 275691.



A spacious end of terrace six bedroom former HMO with accommodation arranged over four storeys.

**DESCRIPTION**

A sizeable double bay fronted currently arranged as a six bedroom end of terrace Victorian property situated in a sought after residential location with accommodation arranged over four storeys and offering the potential, subject to any requisite consents, for either a sizeable two reception room, four bedroom family home, conversion into apartments, or for upgrading to current HMO standards. Note: Please refer to the legal pack with regards to any tenancies which may be in place.

**LOCATION**

Gains Road is a sought after residential location having the benefit of on street parking, lying just to the South of Albert Road, having excellent access to Southsea seafront and beach, Palmerston Road shopping centre and the mainline railway station.

**ACCOMMODATION**

**Ground Floor** Entrance hall, with steps down to the basement level, two bedrooms, one having access to the sun room, kitchen/diner with access to the rear courtyard garden.

**Basement Level** Hallway, kitchen/utility room with store room off and external access.

**First Floor** Landing, three bedrooms, two shower rooms and separate WC.

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

**Outside** Attractive walled frontage and small courtyard garden to the rear.

**EPC**

Energy Efficiency Rating – D

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

Strictly by prior appointment with Gascoigne Pees Emsworth 01243 375111. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
13

6 St. James Street, South Petherton, Somerset TA13 5BS

\*GUIDE PRICE £175,000+



A deceptively spacious three bedroom cottage situated in the ever popular village of South Petherton.

#### DESCRIPTION

A well-presented and deceptively spacious three double bedroom – master en-suite, mid terrace property which has had the benefit of many internal improvements over recent years and a low maintenance enclosed courtyard garden area, situated in the heart of this highly sought after village and within easy reach of the A303. The property is likely to appeal to those looking for a combination of perhaps a second home, with additional holiday lettings income during the peak holiday periods, combined with a residential lettings venture during off peak times.

#### LOCATION

South Petherton is a picturesque Somerset village, steeped in history and offering a host of bespoke shops including a bakery, delicatessen, gift shop, green grocer, butcher, cafés, public houses/restaurants to cater for day to day needs. Surrounded by open countryside, with many public footpaths and readily accessible to the A303.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen/breakfast room, dining room with doors to the rear courtyard.

**First Floor** Landing, master bedroom with en-suite shower room, two further bedrooms and bathroom.

**Outside** Secure enclosed and low maintenance rear courtyard/seating area.

#### EPC

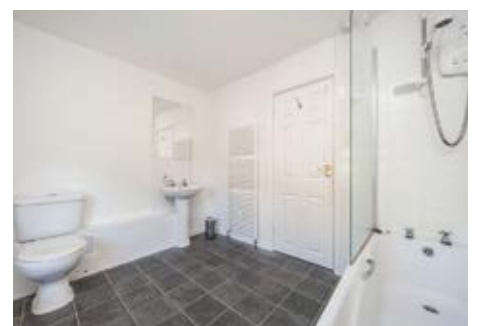
Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

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





A two bedroom, two reception mid terrace cottage with a garage, now requiring some updating.

**DESCRIPTION**

This two bedroom mid terraced property would make an ideal investment opportunity, accommodation briefly comprises of two bedrooms (with the master bedroom having a dressing room attached), lounge, separate dining room and kitchen fitted with a range of base and wall units. To the rear is a downstairs bathroom, enclosed rear garden with outbuildings garage and parking. The property suits cash buyers only due to an inconclusive Mundic test being carried out.

**LOCATION**

Situated within walking distance of the town centre, close proximity to local primary and secondary schools, a short walk to the local convenience stores and with easy access to the A30 by car. Camborne is located approximately 5.3 miles from Redruth and also features a mainline railway station that serves the County and up to London Paddington.

**ACCOMMODATION**

**Ground Floor** Entrance hallway leading to the lounge, dining room and with stairs to the first floor. From the dining room is a kitchen, bathroom and access to the courtyard and garage.

**First Floor** Two bedrooms with the master having a walk in dressing area which subject to the relevant planning, could be converted into a third bedroom.

**Outside** A courtyard garden is located from the kitchen, which leads to outside storage and a garage. A service lane is at the rear which also overlooks the park at the rear.

**NOTE**

We have been informed that there has been an inconclusive Mundic test carried out on the property, therefore its advised it is only suitable for cash buyers.

**EPC**

Energy Efficiency Rating – D

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

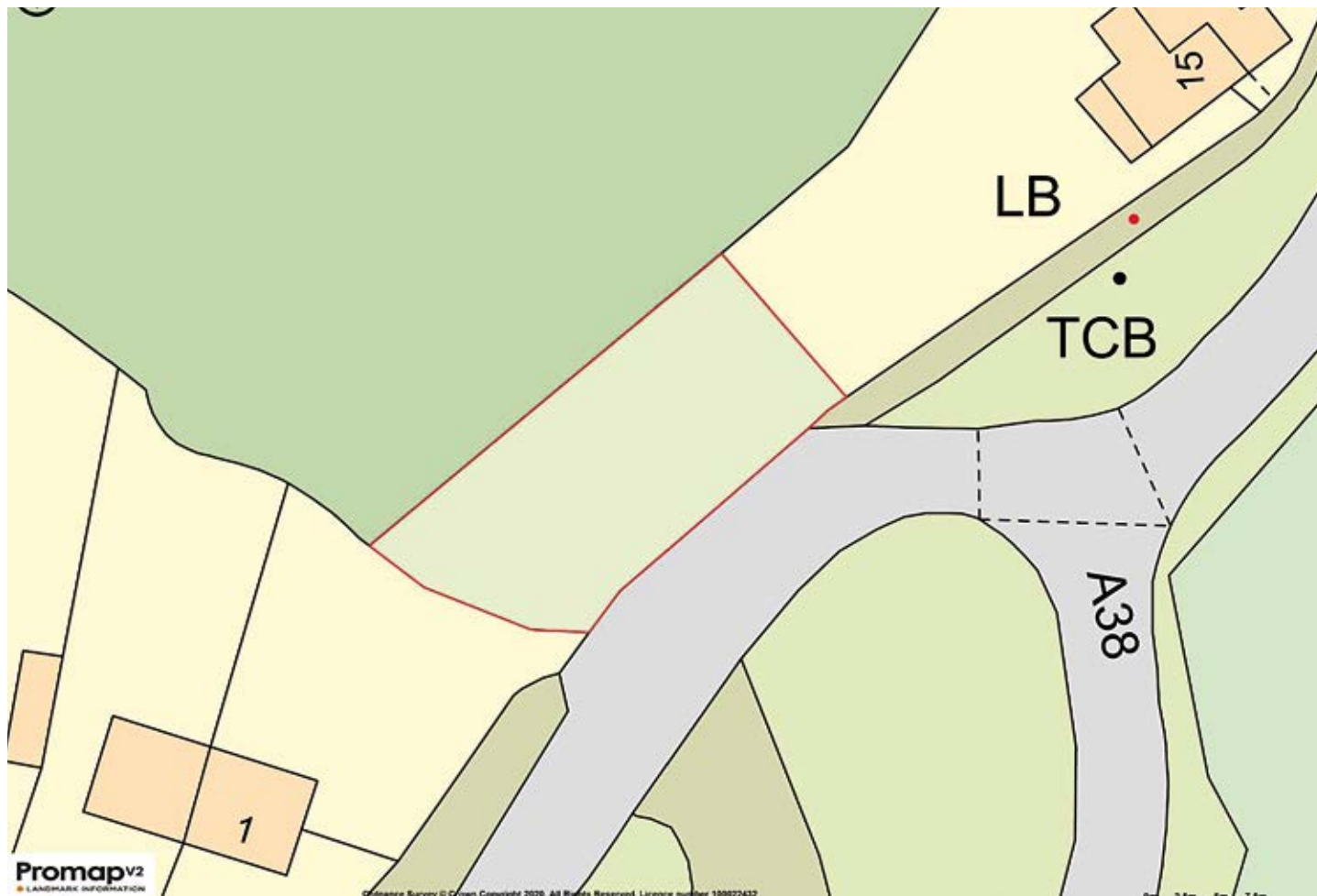
Strictly by appointment only with Miller Countrywide Camborne 01209 710303. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
15

Land adjacent to Cross View, Lower Dean, Buckfastleigh, Devon TQ11 0LS

\*GUIDE PRICE £55,000+



A parcel of land with granted permission to erect two affordable houses, set in Buckfastleigh, Devon.

#### DESCRIPTION

An easily accessible parcel of land which is set in front of open fields, enjoying views of the surrounding area. The plot has planning under the reference 0128/17 for two properties to be built subject to the conditions granted via Dartmoor National Park Authority.

#### LOCATION

Buckfastleigh is a small market town in Devon which lies on the edge of the Dartmoor National Park. Benefiting from good transport links via the A38 towards both Plymouth and Exeter. The town of Ashburton is approximately 4.1 miles away, featuring public houses and the gateway to Dartmoor itself.

#### PROPOSED ACCOMMODATION

The properties will be detached, each one comprising of an entrance hallway, lounge, kitchen and cloakroom to the ground floor. To the first floor will be three bedrooms (with the master having an en-suite), family bathroom and a cloakroom.

**Outside** Each unit will have its own garden and parking.

#### PLANNING

Conditional planning was granted for the "Construction of two dwellings (intermediate affordable)" on the 9th of November 2017, under the reference 0128/17. For further information on the full application, please visit the Dartmoor National Park Authority planning website, or contact the Park Authority switchboard on 01626 832093. All prospective purchasers should make and rely on their own findings.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

Viewing directions from Fulfords Totnes  
01803 864112. General enquiries Countrywide Property Auctions 01395 275691.



LOT  
16

21a Fore Street, Liskeard, Cornwall PL14 3JA

\*GUIDE PRICE £50,000+



General view of building

A two bedroom maisonette set in the centre of Liskeard, Cornwall.

#### DESCRIPTION

A two bedroom property arranged over two levels, forming part of a Grade II listed building. The accommodation comprises entrance hall, spiral stairs with part slate steps leading to the lounge, modern kitchen/diner and bathroom leading from the hall. A further set of stairs ascend to the main two double bedrooms. Character features to include sash windows and hard wood flooring. There is gas central heating and an updated electrical fuse board. The property may suit landlords looking to increase their rental portfolio.

#### LOCATION

This property is located in central Liskeard, a historic market town set in Cornwall approximately 20 miles from the City of Plymouth. The town benefits from a range of shops and bars, primary and secondary schooling and features a popular leisure centre. A mainline railway connection is available from London Paddington to Penzance.

#### ACCOMMODATION

**Ground Floor** Entrance to stairwell leading to the apartment door.

**Apartment** Lounge leading to a kitchen/diner, two bedrooms and a bathroom.



#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING ARRANGEMENTS

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





A stunning opportunity to acquire a detached bungalow for modernisation set in 1.3 acres on the outskirts of the ever sought after village of Whimble.

#### DESCRIPTION

A wonderful opportunity to acquire a sizeable three bedroom detached bungalow, set in 1.3 acres of gardens, orchard and paddock, situated on the rural fringes of the ever popular village of Whimble. The property has been in the same family ownership since the 1950s and whilst in need of complete renovation offers the stunning potential to create an enviable family home in this semi-rural location.

#### LOCATION

Whimble is a thriving and highly sought after East Devon village with the property enjoying an idyllic setting with lovely panoramic views over the surrounding countryside. The excellent village amenities are within 1 mile and include a convenience store, two public houses, mainline railway station connecting Exeter and London Waterloo, bus service and a highly regarded primary school. Circa 7 miles from the Cathedral city of Exeter and 3 miles from Ottery St Mary, makes the village popular with commuters and those looking to enjoy being in the glorious East Devon countryside.

#### ACCOMMODATION

**Ground Floor** Rear lobby with store and gardeners WC. Kitchen/diner, inner hallway, two bedrooms, main sitting room with feature bay window and parquet flooring, second reception room/bedroom three with stairs rising to the first floor.

**First Floor** Dormer bedroom/study/dressing area with WC and stunning views over open countryside to Dartmoor.

**Outside** Gardens, orchard and land of circa 1.25 acres which would benefit from further formalisation to fully enhance the property. Private driveway with hard standing, garaging for two cars and additional car port.

#### EPC

Energy Efficiency Rating – Exempt.

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

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







A garden level studio flat conveniently situated for the city centre of Exeter, with a courtyard garden and additional communal garden area adjacent to the river.

**DESCRIPTION**

A garden level/basement studio apartment, with its own courtyard garden and use of communal gardens adjacent to the river, set back from Bonhay Road and conveniently situated for the cathedral city of Exeter town centre, St David’s railway station, Exeter Quay and the Royal Devon & Exeter hospital. This property offers tremendous potential for reconfiguration of the existing accommodation and will doubtlessly appeal to residential lettings investors, commuters and owner occupiers looking for a convenient base in the city centre.

**LOCATION**

Bonhay Road is perfectly situated for commuters via St David’s railway station, those looking for easy access to the city centre and with excellent links to the M5/A30/ A38 road networks and in turn Exeter Airport. The cathedral city of Exeter is a vibrant and growing community, popular with students, shoppers and those working from the city centre itself.

**ACCOMMODATION**

**Ground Floor** Sitting room leading from french doors to the enclosed courtyard garden, kitchen, partitioned sleeping area and bathroom.

**Outside** Enclosed courtyard garden and storage facility, along with the use of the garden and the shared garden area opposite by the river.

**EPC**

Energy Efficiency Rating – TBC

**AUCTION VALUER**

Wendy Alexander

**VIEWING ARRANGEMENTS**

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

General view of building





A two bedroom end of terrace cottage requiring refurbishment set in Four Lanes, Redruth.

**DESCRIPTION**

A two bedroom end of terrace cottage which now requires updating throughout. The property features front and rear gardens and a pleasant outlook. The ground floor has a lounge, kitchen, bathroom and there are two bedrooms to the first floor. Other properties in the area have carried out extensions to allow for an extra bedroom and first floor bathroom. Interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department 0300 1234 151.

**LOCATION**

Four Lanes is a village approximately 2.7 miles south of Redruth by road. The village features a post office, public houses and schooling. Redruth town centre offers a number of local and national facilities including banks, restaurants, butchers and has a multi-screen cinema complex in very close proximity to the property itself. Redruth has a mainline railway link to London Paddington station and also offers good access to the A30 trunk road which links into Devon.

**ACCOMMODATION**

**Ground Floor** Entrance hallway, lounge, kitchen, bathroom and storage.

**First Floor** Two bedrooms.



**Outside** Front walled garden mainly laid to lawn, with a rear garden accessed from the kitchen.

**EPC**

Energy Efficiency Rating – G

**AUCTION VALUER**

Lucy Fuller

**VIEWING ARRANGEMENTS**

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



LOT  
20

20 Hill Barton Road, Exeter EX1 3PP

\*GUIDE PRICE £325,000+



A fabulous opportunity to acquire a sizeable presently three bedroom detached residence requiring renovation.

#### DESCRIPTION

A fabulous opportunity to acquire a 1930s presently three bedroom, two reception rooms detached iconic period residence now in need of a programme of renovation works. This iconic property retains a wealth of character features throughout and offers the graphic potential to create either a truly enviable family home or, subject to any requisite consents, perhaps for conversion into apartments, extension of the existing dwelling and/or further development within the grounds, upon which interested parties must make and rely upon their own planning enquiries of Exeter City Council planning department.

#### LOCATION

Hill Barton Road is situated in proximity of St Luke's Science and Sports College and Whipton Barton Junior School. There are excellent public transport links into the city centre and easy access to the M5, A30/A38 road networks and Exeter Airport.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, dining room, kitchen, rear porch and WC.

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



**Outside** The property enjoys a plot size of 0.22 acres of mature gardens, along with on drive parking and a double garage.

**Cellar** Large cellar beneath the property.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Wendy Alexander

#### VIEWING ARRANGEMENTS

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

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# Telephone bidding form

Name .....

Address .....

..... Email .....

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

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

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

Property known as .....

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

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

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

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

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

Solicitor address .....

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

Person acting .....

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

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

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

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

.....

Date of signing .....

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

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

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

List A – Photographic evidence of Identity

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

List B – Evidence of Residence

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

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

# 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.

# 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.
- 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).  
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.
- G2.2 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- 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.

## 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.

**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

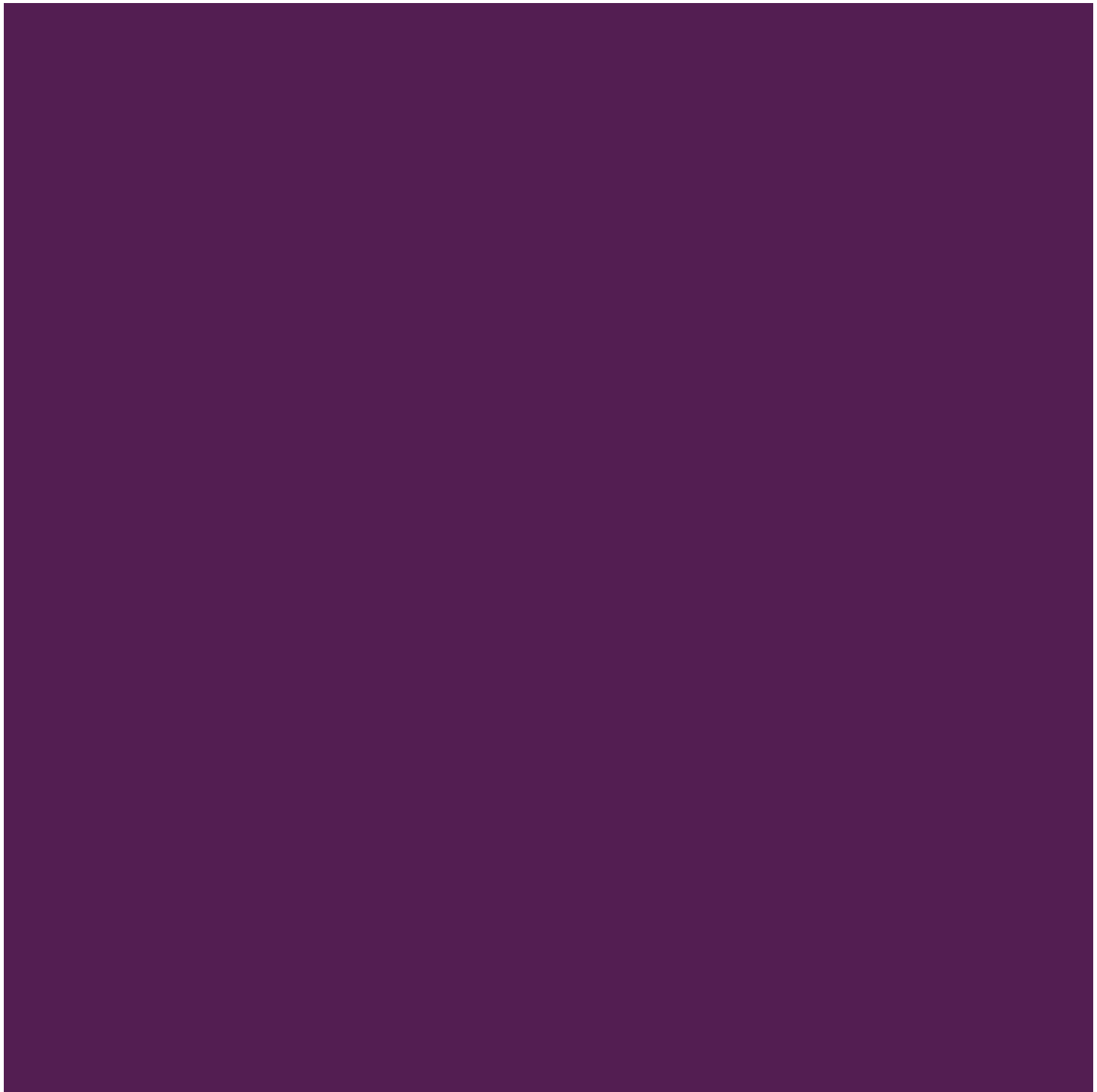
- PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale 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:  
(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;  
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and  
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- 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.



**Auction Head Office**  
2 Cotton Street  
Liverpool L3 7DY  
[auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)



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