

# Property Auction

Commercial and residential property for sale

**Thursday 22nd June at 1.00pm**

Sandy Park Conference Centre

Sandy Park Way

Exeter EX2 7NN



# Auction venue & calendar



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

## Exeter Office

Tel: 01395 275691

## Auction programme 2017

### AUCTION DATES

**23 February**

**27 April**

**22 June**

**7 September**

**19 October**

**5 December**

### CLOSING DATES

18 January

30 March

24 May

10 August

20 September

8 November

## 24 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
<b>21 February</b>	18 January
<b>4 May</b>	5 April
<b>28 June</b>	31 May
<b>21 September</b>	24 August
<b>26 October</b>	28 September
<b>7 December</b>	8 November



### LLANELLI



Parc y Scarlets  
Llanelli  
SA14 9UZ

### Head Office

Tel: 01267 221554

Auction	Closing date
<b>9 March</b>	9 February
<b>10 May</b>	10 April
<b>5 July</b>	5 June
<b>27 September</b>	27 August
<b>29 November</b>	29 October



### LIVERPOOL



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

### Liverpool Office

Tel: 0151 207 6315

Auction	Closing date
<b>9 February</b>	13 January
<b>29 March</b>	3 March
<b>25 May</b>	28 April
<b>12 July</b>	16 June
<b>14 September</b>	18 August
<b>2 November</b>	6 October
<b>14 December</b>	17 November

## Our coverage is our strength



# Auctioneer's pre-sale announcements

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

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

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

### GUIDE PRICE

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

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

### RESERVE PRICE

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

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

### BUYER'S FEES

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

# Results

Thursday **27 April**

1	Flat 2, Carclaze, Prospect Hill, Okehampton, Devon EX20 1JD	Postponed until June
2	114 Hengar Manor, St. Tudy, Bodmin Cornwall PL30 3PL	£25,000
3	3 Highfield Road, Weston-Super-Mare, Avon BS24 9LZ	£309,000
4	34 & 34a Pomphlett Road, Plymstock, Plymouth PL9 7BN	£207,000
5	40 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£18,000
6	Ventongimps Mill Cottage, Callestick, Truro Cornwall TR4 9LH	Postponed until June
7	21 Arundell Gardens, Lifton, Devon PL16 0DW	£131,500
8	12 Stiles Court, Wells, Parsons Way, Wells, Somerset BA5 2FX	£125,000
9	9 Boskenza Court, Whitehouse Close, Carbis Bay, St. Ives, Cornwall TR26 2PA	£146,000
10	68 Cromwell Road, Plymouth PL4 9QP	Available at £140,000
11	Valetta, 8 Brunswick Place, Dawlish, Devon EX7 9PB	£120,000
12	Development Site, Station Road, Liskeard, Cornwall PL14 4DA	Postponed until June
13	Felsburg, Dobwalls, Liskeard, Cornwall PL14 6JB	£110,000
14	10 Biddicks Court, St. Austell, Cornwall PL25 5EW	Postponed until June
15	Dunbar, Gweal-an-top, Redruth, Cornwall TR15 2DS	Available at £120,000
16	Land Off Clapper Lane, Honiton, Devon EX14 1QH	Available at £255,000
17	12 Collingwood, 38 Braddons Hill Road East, Torquay TQ11AJ	£168,500
18	12 & 12a Haystone Place, Plymouth PL1 5DU	£147,000
19	194a Plymstock Road, Oreston, Plymstock, Plymouth PL9 7LN	£115,000
20	45 Sid Park Road, Sidmouth, Devon EX10 9BR	£228,000
21	The Framing Studio, Bread Street, Penzance, Cornwall TR18 2EH	£199,000
22	17a Fore Street, Totnes, Devon TQ9 5DA	£150,000

**18 Lots offered 15 sold 83% success rate**

**Total raised nearly £2.2 million**

## Now collecting for our next Auction

### Thursday 7 September 2017

Closes 10 August

Tel: **01395 275691**

**auctions@countrywide.co.uk**

# Bidder's registration and identification form

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

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

## Bidder:

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

Address .....

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

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

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

## Bidder's solicitor:

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

Address .....

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

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

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

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

### List A – Photographic evidence of Identity

Tick	Item	Ref No
	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

### List B – Evidence of Residence

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	

Signed ..... Date .....

on behalf of Countrywide

Once you have completed this form please send to: Countrywide, 2 Cotton Street, Liverpool L3 7DY.

# Order of Sale

Thursday **22 June**

1	7c Hampden Place, Alphington Street, Exeter EX2 8AP	£55,000–£65,000
2	129 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£25,000+
3	35 Priory Road, Plymouth PL3 5EW	£120,000+
4	188 Downend Road, Downend, Bristol, Avon BS16 5EB	£190,000+
5	Flat 1, Bartholomew House, Bartholomew Street West, Exeter EX4 3AJ	£120,000+
6	Land on the south side of Curlews, Holywell Bay, Newquay TR8 5PP	£150,000+
7	Flat 1, 90 New Road, Brixham, Devon TQ5 8BZ	£50,000–£60,000
8	Flat 3, 90 New Road, Brixham, Devon TQ5 8BZ	£60,000–£70,000
9	25 Brook Street, Dawlish, Devon EX7 9AE	£125,000–£150,000
10	Building Plot, Crabpot Service Reservoir, Cricket Field Lane, Budleigh Salterton, Devon EX9 6SY	£270,000+
11	Ventongimps Mill Cottage, Callestick, Truro Cornwall TR4 9LH	£150,000+
12	Development Site, Station Road, Liskeard, Cornwall PL14 4DA	£250,000–£275,000
13	Flat 2, Carclaze, Prospect Hill, Okehampton, Devon EX20 1JD	£85,000+
14	Land north of 11 Parcandowr, Grampound Road, Truro, Cornwall TR2 4TY	£20,000–£30,000
15	Basement, 18 Church Street, Paignton, Devon TQ3 3AF	£18,000+
16	Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF	£65,000+
17	62 Clarence Road, Torpoint, Cornwall PL11 2LT	£100,000+
18	Plot 2, Plum Tree Court, Fore Street, Ivybridge, Devon PL21 9AE	£30,000–£50,000
19	Plots 1 & 3, Plum Tree Court, Fore Street, Ivybridge, Devon PL21 9AE	£50,000–£75,000
20	Shop at 45–47 Torbay Road, Paignton, Devon TQ4 6AA	£125,000–£150,000
21	Flat A, rear of 45–47, Torbay Road, Paignton, Devon TQ4 6AA	£55,000+
22	Flat B, rear of 45–47 Torbay Road, Paignton, Devon TQ4 6AA	£55,000+
23	Flat C, rear of 45–47 Torbay Road, Paignton, Devon TQ4 6AA	£55,000+
24	Flat D, rear of 45–47, Torbay Road, Paignton, Devon TQ4 6AA	£55,000+
25	10 Biddicks Court, St. Austell, Cornwall PL25 5EW	£80,000–£100,000
26	25a Pennsylvania Road, Torquay TQ1 1NX	£100,000+
27	4 Ringwood Grove, Weston-super-Mare, Avon BS23 2UA	£200,000–£230,000
28	Flat 2 Renowell Court, Falkland Road, Torquay TQ2 5JR	£75,000–£100,000
29	24 Haldon Road, Exeter EX4 4DZ	£225,000+
30	6 George Street, Weston-super-Mare, Avon BS23 3AS	£75,000–£100,000

## Now collecting for our next Auction

## Thursday 7 September 2017

## Closes 10 August

## Tel: 01395 275691

## [auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)



LOT  
1

7c Hampden Place, Alphington Street, Exeter EX2 8AP

\*GUIDE PRICE £55,000–£65,000



Grade II listed, tenanted studio apartment close to city centre, investment opportunity.

#### LOCATION

Located in the Exe Bridge area on the outskirts of Exeter City centre home of the famous Exeter Cathedral. The property is close to Exeter Quay with riverside walks, leisure facilities and shopping centre. Excellent road links to A30 and M5 and with rail links from St Davids station and Exeter Airport c.4 miles away.

#### AUCTION VALUER

Audrey Smith.

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords St Thomas Exeter 01395 590021(Weekends)

#### DESCRIPTION

A second floor studio apartment with kitchen, bathroom and living/bedroom, the property is currently let on an Assured Shorthold Tenancy making this property an ideal investment opportunity.

#### ACCOMMODATION

**Second Floor** Entry via communal hall and stairway to second floor, door to apartment – hallway, kitchen, bathroom, living room/bedroom.

#### NOTE

The apartment is currently tenanted on an Assured Shorthold Tenancy paying £485pcm, for details please refer to the legal pack on our web site.

#### EPC

Exempt







A three bedroom holiday villa situated on the popular Hengar Manor holiday park.

#### LOCATION

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

#### DESCRIPTION

A three bedroom holiday villa located on the popular Hengar Manor Holiday Park, with accommodation comprising of lounge/diner, kitchen, a ground floor and two first floor bedrooms, bathroom and additional shower room, allocated parking space and patio seating area. The property is to be sold fully furnished and with any onwards bookings to be transferred.

#### ACCOMMODATION

**Ground Floor** Open plan lounge/diner, kitchen, bedroom and shower room.

**First Floor** Landing, two bedrooms – one with balcony off, family bathroom.

**Outside** Patio seating area, communal gardens and grounds, use of the on-site facilities and allocated parking space.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Bodmin 01208 74422 (Weekends)







A three bedroom end of terrace house currently generating £675pcm/£8,140pae.

#### LOCATION

Priory Road is situated in the favoured residential area of Lower Compton being conveniently situated for the facilities and amenities of Mutley Plain and Plymouth city centre beyond, local bus routes, the A38 and the main line railway station.

#### DESCRIPTION

A three bedroom end of terrace house offering good sized open plan living accommodation and having the benefit of low maintenance patio style gardens and elevated patio seating area. Whilst already a generously proportioned family home and successful residential lettings venture with established tenants on a rolling assured shorthold tenancy, the property also offers the clear potential, subject to any requisite consents, for further improvements/reconfiguration of the existing layout and conversion of the loft space to create additional accommodation.

#### ACCOMMODATION

**Ground Floor** Entrance porch, lounge/diner through to the kitchen with door to the garden.

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

**Outside** Low maintenance patio style gardens with raised seating area and a pedestrian gate leading to the front of the property.

#### TENURE

Freehold subject to any tenancies which may be in place.

#### EPC

Energy Efficiency Rating E

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Drake Circus 01752 223355 (Weekends)



LOT  
4

188 Downend Road, Downend, Bristol, Avon BS16 5EB

\*GUIDE PRICE £190,000+



A vacant substantial four bedroom mid terrace period property requiring comprehensive renovation works.

#### LOCATION

Downend Road is conveniently situated for the local facilities and amenities of Downend, Staple Hill and Fishponds, enjoying public transport links to the city centre and in proximity of a selection of primary, junior schools and academies.

#### DESCRIPTION

A substantial four bedroom period property located in the popular Downend Road requiring a comprehensive programme of renovation whilst offering tremendous potential to create an enviable family home. The property has the benefit of a walled frontage and an enclosed rear garden.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, sitting room, dining room, breakfast room, kitchen.

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

**Second Floor** Landing and bedroom four.

**Outside** Walled frontage and enclosed rear garden.

#### TENURE

Freehold.

#### NOTE

It is understood that that property is currently subject to an ongoing insurance claim and that the policy is to be transferred to the new owners. Please refer to the legal pack for full clarification on this matter.

#### EPC

Energy Efficiency Rating G

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Taylors 0117 369 0266 (weekends)





General view of building



A vacant, two bedroom, city centre apartment, ideal investment opportunity.

#### LOCATION

Located in the lower end of Exeter city centre and well situated for the city centre shops and restaurants, Exe Bridge and Exeter University. The property has excellent rail links to Exeter Central Mainline Rail Station, Exeter St Davis Station and St. Thomas Rail Station. There are excellent road links to M5 motorway and A30 and Exeter Airport.

#### DESCRIPTION

A vacant, ground floor, self-contained apartment, having lounge, kitchen/breakfast room, bathroom and two double bedrooms, an excellent investment opportunity.

#### ACCOMMODATION

**Ground Floor** Secure entry system to communal hallway with private entrance to Flat 1: Kitchen/breakfast room with larder, lounge, inner lobby, two bedrooms, bathroom.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Audrey Smith

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Exeter 01392 590043





An interesting parcel of land measuring circa 0.198 hectares/0.49 acres with sea views and road frontage.

#### LOCATION

Holywell Bay is surrounded by National Trust land and offers a large open sandy beach, popular with surfers and swimmers, with a surf school operating during the summer months. Situated circa 6 miles west of Newquay the village has two public houses, shops catering for day to day needs and nearby fun park and 18 hole golf course.

#### DESCRIPTION

An interesting opportunity to acquire a parcel of southerly facing land at Holywell Bay measuring circa 0.198 hectares/0.49 acres and having the benefit of sea and beach views, along with road frontage in this highly desirable location.

#### NOTE

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

#### EPC

Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

At any reasonable time and at the viewer's own risk, or by prior appointment with Countrywide Property Auctions 0151 734 7509 (Monday – Friday); Stratton Creber Newquay 01637 876275 (Weekends).





General view of building



A vacant, one bedroom ground floor flat with own entrance, an ideal investment property.

#### LOCATION

Brixham is a popular small fishing town in on the Southern side Torbay which is on the English Riviera across the bay from Torquay and famous a beautiful natural Harbour and Marina. There are many quaint narrow streets with Shoalstone beach and many coves and inlets the town also boasts a many shops, cafes, restaurants and pubs on the waterfront. With road links the town lies one hour to both Exeter and Plymouth.

#### DESCRIPTION

A vacant, one bedroom ground floor flat with own entrance, an ideal investment property, the accommodation offers an entrance hall with lounge/ kitchen, double bedroom and shower room. To the rear is a communal garden.

#### ACCOMMODATION

**Ground Floor** Private entrance door, hallway, lounge/ kitchen, double bedroom and shower room.

**Outside** Communal garden to the rear of the property.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)

General view of building



A vacant, one bedroom top floor flat, an ideal investment opportunity, close to Brixham harbour.

#### LOCATION

Brixham is a popular small fishing town in on the Southern side Torbay which is on the English Riviera across the bay from Torquay and famous a beautiful natural Harbour and Marina. There are many quaint narrow streets with Shoalstone beach and many coves and inlets the town also boasts a many shops, cafes, restaurants and pubs on the waterfront. With road links the town lies one hour to both Exeter and Plymouth.

#### DESCRIPTION

A vacant, one bedroom top floor flat, which would make an ideal investment property, the accommodation offers entrance hallway, lounge, separate kitchen, double bedroom and shower room. To the rear is a communal garden.

#### ACCOMMODATION

**Top floor flat** Entrance hallway, lounge, kitchen, bedroom, shower room/WC.

**Outside** Communal garden to the rear of the property.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)





A vacant, three bedroom semi detached cottage with workshop/store next to Dawlish Brook, for modernisation.

#### LOCATION

Situated next to Dawlish Brook and close to Dawlish town centre, The Lawn, taking in the bowling green and Victorian band stand in the heart of Dawlish, a sea side town on the south coast of Devon and famous for the holiday resort of Dawlish Warren with rail links and regular bus services. Dawlish is only 12 miles from the Cathedral City of Exeter with M5 motorway links and Exeter airport.

#### DESCRIPTION

A three bedroom, semi detached property which offers deceptively spacious accommodation and requires modernisation and refurbishment. Deceptive accommodation offers sunroom entrance, lounge, kitchen, dining room, utility and cloakroom to the ground floor and three bedrooms and family bathroom on the first floor. The property also benefits a good size workshop/store, courtyard patio with greenhouse, waterside garden with steps to the Brook.

#### ACCOMMODATION

**Ground Floor** Entrance through doorway with path leading to the property entrance to sunroom, dining room, kitchen, utility with door to courtyard, lounge with under stair storage.



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

**Outside** Pathway with good size workshop/store, courtyard patio with greenhouse, waterside garden with steps to the Brook.

#### EPC

Energy Efficiency Rating D

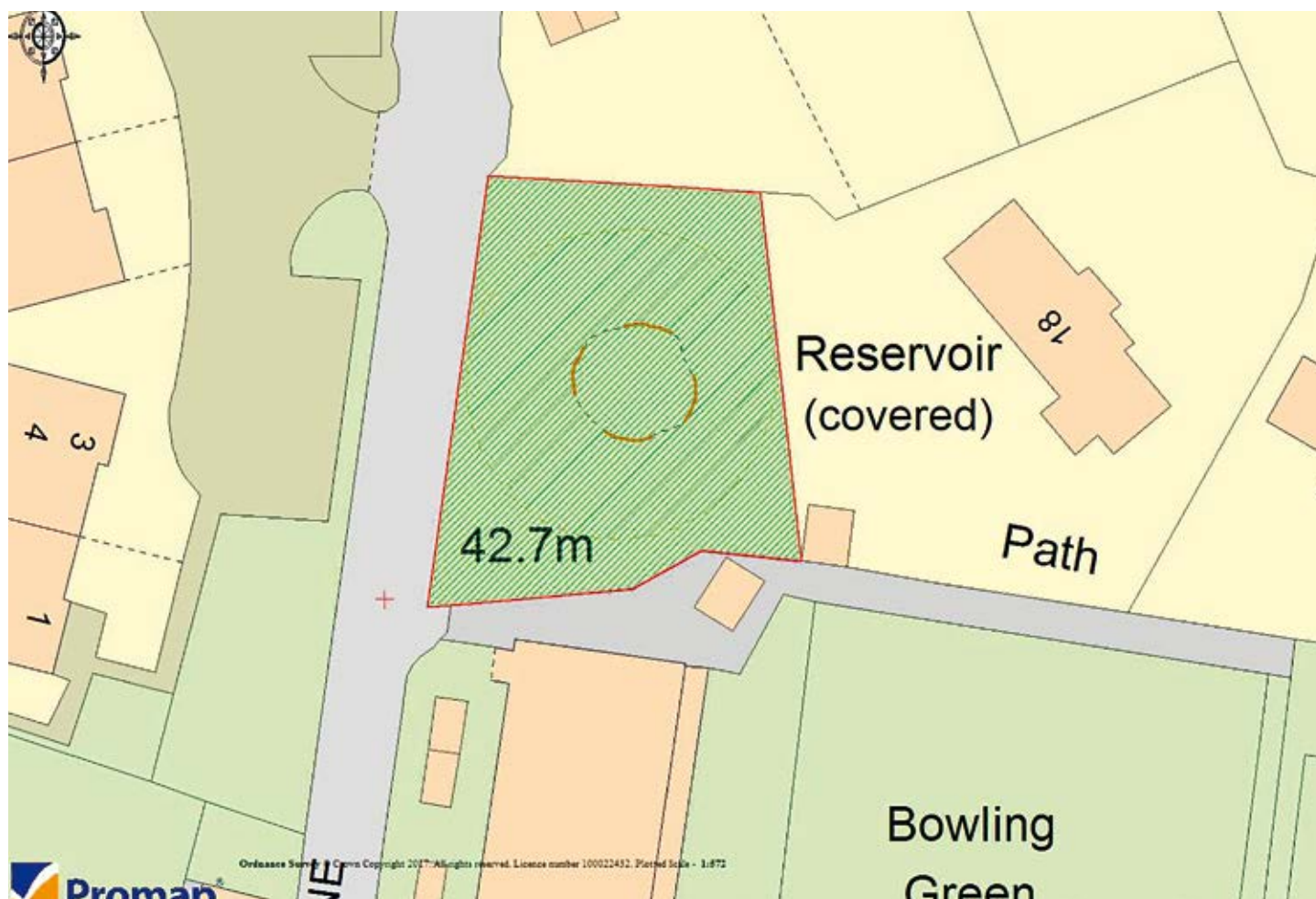
#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Dawlish 01626 863 140 (Weekends)



**LOT  
10****Building Plot, Crabpot Service Reservoir, Cricket Field Lane,  
Budleigh Salterton, Devon EX9 6SY****\*GUIDE PRICE £270,000+**

**Building plot 0.21 acres/0.884 hectares, with conditional planning for the 'Construction of detached dwelling'.**

**LOCATION**

Cricketfield Lane is situated close to Budleigh Salterton town centre and sea front and is a popular residential area in this quaint and popular East Devon sea side town, offering many amenities to include shops, health centre, library, primary school and a number of clubs including bowls, cricket and golf. Budleigh Salterton is part of the Heritage Coastline with Exeter c.12 miles with Junction 30 of the M5 motorway.

**DESCRIPTION**

A rare opportunity to acquire this well-located building plot measuring c.0.21 acres/0.084 hectares, previously a covered reservoir and water works, with conditional planning for 'Construction of a detached dwelling.'

**PLANNING**

A Grant of Conditional Planning Permission Application no: 15/0437/FUL was granted on 23rd October 2015 for the 'Construction of detached dwelling.' Interested parties must make and rely upon their own enquiries to East Devon District Council Planning Department [eastdevon.gov.uk/planning](http://eastdevon.gov.uk/planning)

**NOTE**

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

**EPC**

Exempt

**AUCTION VALUER**

Audrey Smith

**VIEWINGS**

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Budleigh Salterton Tel: 01395 443758 (Weekends)







Detached cottage and former mill ruins for refurbishment/renovation in highly sought after location.

#### LOCATION

The quiet rural hamlet of Ventongimps is located circa 2.5 miles from Perranporth with its sandy beach and surf school, primary school and a range of shops catering for the day to day needs of the community and in proximity of Callestick renowned for its cider and ice cream. This sought after quintessential hamlet is readily commutable to the A30 and circa 6 miles from the cathedral city of Truro, offering further facilities and amenities.

#### DESCRIPTION

A detached three bedroom former Mill for refurbishment/renovation situated in the highly sought after rural hamlet of Ventongimps. The property has the benefit of cottage style gardens to three sides, the remains of the former Mill, on drive parking with a further substantial garden area lying to the side of the Mill ruins and adjoining open farmland. The property has lapsed planning to restore the former Mill ruins and incorporate them into the main accommodation to provide additional living space over three floors, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### ACCOMMODATION

**Ground Floor** Rear entrance hall, kitchen with doorway leading to the mill ruins, snug/dining room and living room.

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

**Outside** Cottage style gardens and courtyard to three sides, with the main area of garden lying to the side of the mill ruins, being well worthy of formalisation to fully enhance the property.

**Parking** On drive parking.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council on the 29th April 2013 under application number PA13/02041 for 'Reconstruction of existing ruined mill structure and refurbishment of attached cottage to form new four bedroom domestic property including converted mill structure. Reconstruction of ruined barn/outbuilding to provide domestic ancillary facilities'. A further application PA16/05386 on the 10th of June 2016 was withdrawn – please refer to the auctioneer for further information.

#### TENURE

Freehold.



#### EPC

Exempt.

#### AUCTION VALUER

Wendy Alexander.

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Country & Waterside Prestige 01872 240999 (Weekends)





A substantial and multi faceted development opportunity with planning permission in place for 9 units.

#### LOCATION

The thriving market town of Liskeard offers a comprehensive range of shopping, schooling and leisure facilities, retail and industrial parks, with excellent transport links via the A30/A38 and a mainline railway station from Penzance to Paddington.

#### DESCRIPTION

A substantial and multi-faceted development opportunity conveniently located for Liskeard town centre, the railway station and the A30/A38 road network. Planning and Listed Building permissions are already in place for the conversion of The Old Stag into five x one bedroom apartments, the detached barn into two x two bedroom houses, with four parking spaces and garden areas, along with two semi-detached, three bedroom new builds, with gardens and parking situated within the former beer garden. Grants of Conditional Planning Consent and Listed Building Consents were granted on the 30th September 2016, under application numbers PA16/04233 and PA16/04234 for 'Conversion of redundant public house and barns to create 7 dwellings plus creation of 2 new build dwellings on the beer garden'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

#### PROPOSED ACCOMMODATION

##### The Old Stag

**Ground Floor:** Apartment 1: Entrance porch, open plan lounge/kitchen/diner, inner hallway, bedroom and bathroom. Apartment 2: Kitchen/diner, living room, bedroom and bathroom. Apartment 3: Entrance hall, open plan lounge/kitchen/diner, study, bedroom and bathroom. Apartment 4: Entrance hall, open plan lounge/kitchen/diner, bedroom and bathroom. Apartment 5: Entrance hall, lounge/diner, kitchen, bedroom and bathroom.

**Outside:** Garden areas and parking spaces.

##### The Barn

**House One: Ground Floor:** Kitchen/diner, living room.

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

**Outside:** Rear garden and parking space.

**House Two: Ground Floor:** Lounge/diner, kitchen.

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

**Outside:** Rear garden and parking space.

##### The Building Plot:

A pair of semi-detached properties each to comprise: **Ground Floor:** Entrance hall, kitchen/diner, living room and WC.

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



**Outside:** Associated gardens and car parking spaces.

#### TENURE

Freehold.

#### EPC

Exempt.

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Liskeard: 01579 343561 (Weekends)

LOT  
13

Flat 2, Carclaze, Prospect Hill, Okehampton, Devon EX20 1JD

\*GUIDE PRICE £85,000+



A two bedroom ground floor flat with private garden, additional patio seating areas, garage and parking.

#### LOCATION

Carclaze is situated on Prospect Hill enjoying a tucked away location on the outskirts of the town centre a short walk away. Okehampton offers a comprehensive range of shops, leisure, educational facilities and hospital. The town is readily accessible to Dartmoor National Park and the A30 to Exeter and Cornwall.

#### DESCRIPTION

A two bedroom ground floor flat having the benefit of a generous enclosed private garden 2 sheds and additional patio seating areas with views over the townscape to Dartmoor beyond, with the property having the benefit of a newly extended lease which expires in 2164. The property enjoys double glazing and central heating, with a garage en-bloc which can be located a short distance away from the property and additional parking in the adjacent private lane. A pedestrian walkway gives access to the town centre.

#### ACCOMMODATION

**Ground Floor** Sun room with doors to the patios and main garden area, sitting room with log burner, kitchen/diner with utility porch off, inner hallway giving access to two double bedrooms and bathroom.

**Outside** The property enjoys a generous enclosed garden with 2 sheds and patio seating areas and has the benefit of a garage en-bloc located a short distance away from the property and additional parking in the privately-owned lane outside.

#### TENURE

Leasehold (with a quarter share of the freehold company)

#### EPC

Energy Efficiency Rating E

#### NOTE

For the avoidance of doubt the property has the benefit of a recently extended Lease, under title number DN680734, expiring on the 24th December 2164.

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Okehampton 01837 658560 (Weekends)





**LOT  
14****Land north of 11 Parcandowr, Grampound Road, Truro, Cornwall TR2 4TY**  
**\*GUIDE PRICE £20,000–£30,000**

A plot of land situated at the head of an established residential cul-de-sac in a popular village location.

**LOCATION**

Grampound Road is a thriving village with a range of facilities and amenities located between the Cathedral City of Truro and St Austell. The village itself has a post office, general store, primary school, public house, cricket pitch with social club. There are further facilities and amenities in the nearby villages of Grampound and Probus.

**DESCRIPTION**

A parcel of land in an established residential cul-de-sac location, lying to the North of number 11 Parcandowr. The land offers the clear potential, subject to any requisite consents, for residential development upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

**EPC**

Exempt

**AUCTION VALUER**

Wendy Alexander

**VIEWINGS**

At any reasonable time and at the viewers own risk, or by prior appointment with Countrywide Property Auctions 0151 734 7509 (Monday – Friday); Miller Countrywide Truro 01872 225225 (Weekends).





Leasehold basement with planning permission to convert to lower ground floor flat.

#### LOCATION

Paignton is in the heart of the English Riviera, between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops. The property is central to the town centre which has excellent links to public transport railway, bus and rail links.

#### DESCRIPTION

**Basement** area with access from the side of property and having Planning permission to 'Create a separate flat in the current basement area at 18 Church Street Paignton Devon TQ3 3AF' granted by Torbay Council on 29th May 2015 planning number P/2015/0338/PA.

#### PROPOSED ACCOMMODATION

Master bedroom with en suite, one further bedroom, reception room/kitchen, shower room/WC

**Outside** Path to the side of property giving access small outside area.

#### PLANNING

Please make and rely on your own enquiries to Torbay Council Please make and rely on your own enquiries to Torbay Council planning@torbay.gov.uk

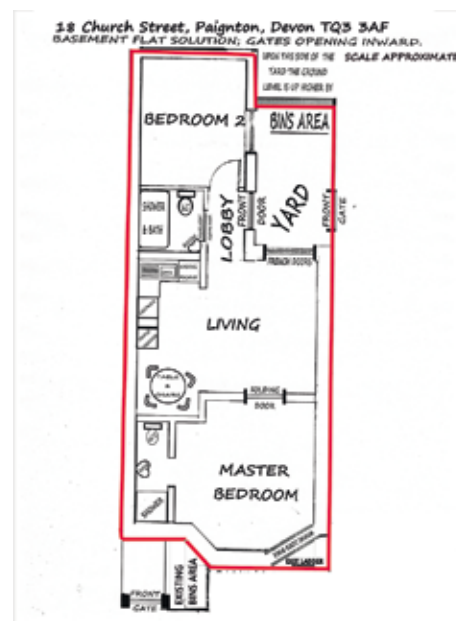
#### AUCTION VALUER

Audrey Smith



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)



LOT  
**16**

Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF

**\*GUIDE PRICE £65,000+**



A one bedroom spacious, ground floor flat for continued updating, with courtyard garden.

#### LOCATION

Paignton is in the heart of the English Riviera, between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops. The property is central to the town centre which has excellent links to public transport railway, bus and rail links.

#### DESCRIPTION

A spacious ground floor apartment which requires continued modernisation, the accommodation has lounge, double bedroom, kitchen, the bathroom is currently stripped out and needs refurbishing. The rear of the property has a courtyard garden.

#### ACCOMMODATION

**Ground Floor** Communal entrance and hallway, door to flat: Hallway with under the stairs area with sliding doors, lounge, bedroom, kitchen, room which is currently cleared of shower with WC. Door to rear courtyard.

**Outside** Courtyard garden to the rear of the property.

#### EPC

Energy Efficiency Rating D

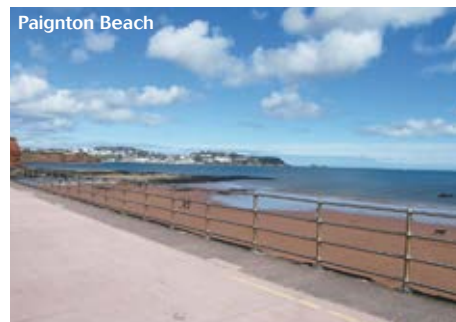
#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112(Weekends)

Paignton Beach







A three bedroom mid terrace house retaining many period features in popular residential location.

#### LOCATION

Torpoint offers a thriving town centre, a selection of schools and educational facilities, local supermarkets and a regular ferry service to Plymouth. Home to HMS Raleigh naval base, the area is popular with both local residents and residential lettings investors, given that it is readily commutable to Plymouth and the A38, with a selection of stunning sandy beaches within a short drive.

#### DESCRIPTION

A three bedroom mid terrace house set in a popular residential location and retaining a wealth of character features. The property enjoys front and rear enclosed gardens, with glorious views from the rear bedroom over the River Tamar and is conveniently located for Torpoint town centre, local schools and supermarket, HMS Raleigh and the Torpoint Ferry to Plymouth.

#### ACCOMMODATION

**Ground Floor** Entrance vestibule, hallway, sitting room, kitchen/diner, utility room, bathroom.

**First Floor** Landing and three bedrooms.

**Outside** Enclosed front and rear gardens with pedestrian access to the rear service lane and external access to two useful cellars.

#### NOTE

Suitable for cash buyers only. A copy of the mundic certificate is included within the legal pack.

#### EPC

Energy Efficiency Rating-TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Torpoint 01752 813688 (Weekends)





An exciting development opportunity in Ivybridge town centre with pp in place for a 3 bed detached dwelling.

#### LOCATION

The pretty town of Ivybridge lies within Dartmoor National Park and has the benefit of a range of local shops and supermarkets, public houses and hotels, excellent primary schools and community college, with easy access to the A38 and being readily commutable to the cities of Plymouth and Exeter.

#### DESCRIPTION

An exciting development opportunity in Ivybridge town centre with planning permission already in place for a three storey, three bedroom detached dwelling with car port, forming part of planning application 21/1801/14/F.

#### PROPOSED ACCOMMODATION

**Ground Floor** Car port and entrance hall.

**First Floor** Landing, lounge, kitchen/diner.

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

#### PLANNING

A Grant of Conditional Planning Permission was issued by South Hams District Council on the 12th June 2015, under application number 27/1801/14/F, for 'Erection of 2 No 3 bedroomed dwellings. Interested parties

must make and rely upon their own planning enquiries of South Hams District Council.

#### EPC

Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Plymstock 01752 403068 (Weekends).







An exciting development opportunity in Ivybridge town centre with pp in place for a 3 bed detached dwelling and ancillary 3 storey barn.

#### LOCATION

The pretty town of Ivybridge lies within Dartmoor National Park and has the benefit of a range of local shops and supermarkets, public houses and hotels, excellent primary schools and community college, with easy access to the A38 and being readily commutable to the cities of Plymouth and Exeter.

#### DESCRIPTION

An exciting development opportunity situated in Ivybridge town centre having the benefit of planning permission already in place for a three bedroom detached dwelling, with car port and an additional three storey detached barn with further development potential, upon which interested parties must make and rely upon their own planning enquiries of South Hams District Council. Both units have the benefit of a water and electricity supply. Note: The auctioneers reserve the right to offer Units 1 & 3 jointly as one Lot, or individually as two Lots, in which case Unit 1 will be guided at £35,000+ and Unit 3 at £30,000+

#### PROPOSED ACCOMMODATION

##### Plot 1

**Ground Floor** Car port and entrance hall.

**First Floor** Landing, lounge/diner, kitchen and cloakroom.

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

##### Plot 3

**Ground Floor** Workshop.

**First Floor** Store.

**Second Floor** Store.

#### PLANNING

A Grant of Conditional Planning Permission was issued by South Hams District Council on the 12th June 2015, under application number 21/1801/14/F, for 'Erection of 2 No 3 bedroomed dwellings'. Interested parties must make and rely upon their own planning enquiries of South Hams District Council.

#### EPC

Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

At any reasonable time and at the viewer's own risk, or by prior appointment with Countrywide Property Auctions 0151 734 7509 (Monday to Friday); Fulfords Plymstock 01752 403068 (Weekends)





LOT  
20

Shop at 45–47 Torbay Road, Paignton, Devon TQ4 6AA

\*GUIDE PRICE £125,000–£150,000



Ground floor lock up retail unit on Paignton's 'Golden Mile'. Internal net area c.149m<sup>2</sup> (1,603 sq ft).

#### LOCATION

Located on Paignton's 'Golden Mile' which is the main road to Paignton sea front in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

#### DESCRIPTION

Ground floor, double fronted, lock up retail unit with open shop floor, the internal floor area c.149m<sup>2</sup> (1,603 sq ft) and there are also storage rooms to the rear of the building and cloakroom WC.

#### FLOOR SPACE

**Retail Area** 67' 3" × 20' 0" (20.5m × 6.1m)  
125m (1,345 sq ft) Leading to:

**Store Room** 13' 9" × 19' 0" (4.2m × 5.8m)  
24.3m (261.5 sq ft)  
Wc & Bin Store to rear.

#### EPC

Energy Efficiency Rating C

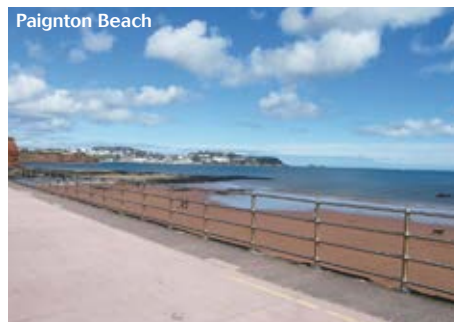
#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)

Paignton Beach





LOT  
21

Flat A, rear of 45–47, Torbay Road, Paignton, Devon TQ4 6AA

\*GUIDE PRICE £55,000+

A one bedroom, first floor self-contained flat, currently let on an assured shorthold tenancy.

#### LOCATION

Located to the rear of Paignton's 'Golden Mile' which is the main road to Paignton sea front in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

#### DESCRIPTION

A one bedroom, first floor flat accessed at the rear of 45–47 Torbay Road via a secured door entry system with stairs raising to flat. The accommodation offers lounge, kitchen, bedroom and bathroom, there is access to a shared patio area.

#### ACCOMMODATION

**Ground Floor** Entry via secure doorway entry system with stairs leading to:

**First Floor** Door to flat A: Hallway, lounge, kitchen, bathroom, bedroom.

**Outside** Shared patio.

General view of building



#### NOTE

Currently let on an Assured Shorthold Tenancy paying £500.00pcm details of which can be found in the legal pack on line.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)

LOT  
22

Flat B, rear of 45–47 Torbay Road, Paignton, Devon TQ4 6AA

\*GUIDE PRICE £55,000+

A one bedroom, first floor self-contained flat, currently let on an assured shorthold tenancy.

#### LOCATION

Located to the rear of Paignton's 'Golden Mile' which is the main road to Paignton sea front in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

#### DESCRIPTION

A one bedroom, first floor flat accessed to the rear of 45–47 Torbay Road via a secured door entry system with stairs raising to the property. The accommodation offers lounge, kitchen, bedroom and bathroom, outside there is a shared patio area.

#### ACCOMMODATION

**Ground Floor** Secured door entry with stairs leading to:

**First Floor** Door from Patio area to Flat B: Lounge, kitchen, inner lobby, bedroom, bathroom.

**Outside** Shared patio area.

General view of building



#### NOTE

Currently let on an Assured Shorthold Tenancy paying £475.00pcm.

#### EPC

Energy Efficiency Rating D

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (weekends)



LOT  
23

Flat C, rear of 45–47 Torbay Road, Paignton, Devon TQ4 6AA

\*GUIDE PRICE £55,000+

A one bedroom, first floor self contained flat, currently let on an assured shorthold tenancy.

#### LOCATION

Located to the rear of Paignton's 'Golden Mile' which is the main road to Paignton sea front in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

#### DESCRIPTION

A one bedroom, first floor flat accessed at the rear of 45–47 Torbay Road via a secured door entry system with stairs raising to patio. Door to the accommodation offers lounge, kitchen, bedroom and bathroom, there is access to a shared patio area.

#### ACCOMMODATION

**Ground Floor** Secured door with stairs leading to:

**First Floor** Accessed via patio to inner hallway: Door to hall, lounge, kitchen, bedroom, bathroom.

**Outside** Shared Patio space.

General view of building



#### NOTE

Currently let on an Assured Shorthold Tenancy paying £475.00pcm, tenants have served notice to vacate on 29th June.

#### EPC

Energy Efficiency Rating C

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)

LOT  
24

Flat D, rear of 45–47 Torbay Road, Paignton, Devon TQ4 6AA

\*GUIDE PRICE £55,000+

A one bedroom, second floor self-contained flat, currently let on an assured shorthold tenancy.

#### LOCATION

Located to the rear of Paignton's 'Golden Mile' which is the main road to Paignton sea front, which is in the heart of the English Riviera and located between Torquay and Teignmouth. Local amenities include a water park, several sandy beaches, and cinema complex and many other amenities and shops.

#### DESCRIPTION

A one bedroom, second floor flat accessed at the rear of 45–47 Torbay Road via a secured door entry system with stairs raising to flats. The accommodation offers lounge, kitchen, bedroom and bathroom, there is a shared patio area.

#### ACCOMMODATION

**Ground Floor** Entry via secure doorway with stairs leading to:

**First Floor** Access via patio to inner hallway and stairs too flat D: Hallway, lounge, kitchen, shower/bathroom, bedroom.

**Outside** Shared patio.

General view of building



#### NOTE

Currently let on an Assured Shorthold Tenancy paying £500.00pcm. Details of which can be found within the legal pack.

#### EPC

Energy Efficiency Rating C

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

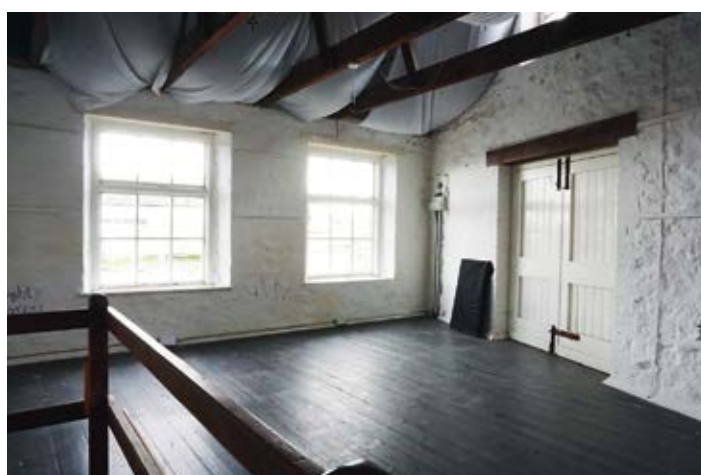
Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Paignton 01803 864112 (Weekends)



LOT  
25

10 Biddicks Court, St. Austell, Cornwall PL25 5EW

\*GUIDE PRICE £80,000–£100,000



A substantial three storey town centre property offering the potential for a variety of uses subject to any requisite consents.

#### LOCATION

St Austell town centre is situated within easy reach of the A30/A38 road network and offers a wide range of shopping, educational and recreational facilities. There is a mainline railway station and leisure centre together with primary and secondary schools and supermarkets. The picturesque port of Charlestown and the award-winning Eden Project are both within a short drive.

#### DESCRIPTION

An attractive, versatile and substantial three storey Victorian town centre property, offering light and spacious accommodation of circa 297 square metres, retaining many original features and exposed beams, situated just off the main thoroughfare and in proximity of the main car parks, shopping and leisure facilities of St Austell town centre. Originally a former printing press, the property has been utilised for a variety of commercial, recreational and retail opportunities in recent years. In 2006 the property had the benefit of a Grant of Conditional Planning Permission, under application number C2/06/00294, for a very modest scheme, for conversion into three x one bedroom apartments which has since lapsed. Copies and plans are available to view via Miller Countrywide. Interested parties

perhaps considering residential conversion of the whole, or part of the premises, change of use etc must make and rely upon their own planning enquiries of Cornwall Council planning department on 0300 1234 151.

#### ACCOMMODATION

**Ground Floor** Accessed via steps down from Biddicks Court, self-contained room one with second doorway leading to the toilet block, room two with staircase rising to the first floor.

**First Floor** Landing, room three with double doors opening on to Biddicks Court and staircase rising to the second floor, room four with staircase rising to the second floor.

**Second Floor** Room five with exposed beams, room six.

#### TENURE

Freehold

#### EPC

Non Domestic Energy Efficiency Rating G

#### AUCTION VALUER

Wendy Alexander



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide St. Austell 01726 66435 (Weekends)



LOT  
**26**

25a Pennsylvania Road, Torquay TQ1 1NX

**\*GUIDE PRICE £100,000+**



A recently refurbished, vacant, three bedroom maisonette with parking and garden.

#### LOCATION

Located on the outskirts of Torquay town centre on the English Riviera, Torquay is 22 miles south of Exeter and 34 miles East of Plymouth forming the central hub of Torbay. Torbay offers a good range of shops and restaurants and is a popular sea side town.

The property has an open outlook and offers recently refurbished maisonette, with accommodation arranged over two floors, lounge, kitchen and bathroom, three bedrooms with double glazing and central heating, parking and garden.



#### ACCOMMODATION

**Ground Floor** Entrance hall, kitchen, lounge with stairs to first floor.

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

#### TENURE

Freehold.

#### EPC

Energy Performance Rating D

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Torquay Tel: 01803 291429 (Weekends)





**LOT  
27****4 Ringwood Grove, Weston-super-Mare, Avon BS23 2UA****\*GUIDE PRICE £200,000–£230,000**

A vacant, spacious, 2 bedroom bungalow stripped and ready for refurbishment with large double garage for conversion, subject to requisite consents.

#### LOCATION

Situated in an elevated location on a corner plot on the entrance to a popular cul-de-sac and having far reaching views. Weston-super-Mare is famous for its sea front with its donkey rides and pier and easy access to parks, shops and many local amenities. Weston-super-Mare is located only 18 miles south of Bristol and has easy road links to the M5 and main line railway links.

#### DESCRIPTION

A vacant, spacious, 2 bedroom bungalow which has been stripped and cleared ready for refurbishment a blank canvas and has a large double garage for conversion/integration into the property, subject to requisite consents. The spacious bungalow boasts a large lounge through dining room, two double bedrooms one en-suite. Outside there is driveway parking and a large double garage and a corner garden plot for formalisation with rear courtyard garden.

#### ACCOMMODATION

**Ground Floor** Entrance door to L shaped hallway with airing cupboard and storage cupboard, lounge with double doors opening through to dining room, kitchen, utility room with door to rear courtyard garden, cloakroom



WC, bathroom with WC, bedroom one with en-suite shower room, bedroom two.

**Outside** Front garden which is cleared, double drive leading to large double garage. Pathway,



giving pedestrian access to the rear of the property with further garden.

#### EPC

Energy Efficiency Rating E

#### AUCTION VALUER

Audrey Smith

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Palmer Snell Weston-Super-Mare: 01934 413735 (Weekends)



LOT  
**28**

Flat 2 Renowell Court, Falkland Road, Torquay TQ2 5JR

\*GUIDE PRICE £75,000–£100,000



A vacant, two bedroom, lower ground floor apartment for complete modernisation, with allocated parking.

#### LOCATION

Located close to the sea front and town centre on the English Riviera and situated some 22 miles south of Exeter and 34 miles east of Plymouth. Forming the central hub of Torbay and with a beautiful coastline the town remains a popular residential and holiday destination.

#### DESCRIPTION

A vacant, two bedroom, lower ground floor apartment for complete modernisation, the accommodation includes a reception hallway, living room with doors to garden, kitchen, two double bedrooms, bathroom, communal garden and allocated parking and communal gardens.

#### ACCOMMODATION

**Lower Ground Floor** Floor Accessed from side of building via private entrance, reception hallway, living room with doors to the rear, kitchen, two double bedrooms, bathroom.

**Outside** Communal gardens and allocated parking.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Audrey Smith



#### VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–

Friday); Miller Countrywide Torquay Tel: 01803 291429 (Weekends)





A spacious mid terrace property loosely arranged as three flats, over four floors, for complete modernisation or development subject to planning consents.

#### LOCATION

Located in a central position in St Davids close to the Exeter College and Exeter University and also having easy access to St David's railway station. The property is on the outskirts of the city centre area is ideal for easy access to the city centre shops, restaurants, theatres, museums and facilities, including the local primary school.

#### DESCRIPTION

A substantial mid terrace property arranged over four floors and requiring complete refurbishment, until recently the property has been divided into three separate flats for letting purposes. The property offers the opportunity for further development, subject to requisite planning consents, upon which interested parties must make and rely on their own enquiries to Exeter City Council. Alternatively the property could be restored to make a good sized family home. The rear of the property benefits from a courtyard garden with covered storage and gate to service lane with open elevated views.

#### ACCOMMODATION

**Basement** Accessed via stairs from inner hallway and forming part of flat 1: Utility room,

storage, WC, bathroom and door to rear garden.

**Ground Floor** Main entrance and hallway: Door to ground floor flat: Inner lobby, two rooms, inner hall with stairs down to basement, kitchen/room.

**First Floor** Landing. Flat 2 with shared bathroom and WC with flat 3. Kitchen room, two further rooms, bathroom, WC.

**Second Floor** Stairs to: Landing – Flat 3 Three rooms.

**Outside** Rear courtyard with covered storage and gate to service lane.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Exeter 01392 590043 (Weekends)

View to the rear



LOT  
30

6 George Street, Weston-super-Mare, Avon BS23 3AS

\*GUIDE PRICE £75,000–£100,000



A freehold terrace property, formally sub divided to form two maisonettes (one two-bed and one three-bed) with separate leases, requiring complete refurbishment.

#### DESCRIPTION

A vacant substantial freehold terrace property, this property has been formally sub divided to form a two bedroom and three bedroom self-contained maisonettes, both having separate leases and arranged over two floors. The properties are currently uninhabitable and require complete refurbishment. To the outside there is a shared rear courtyard.

#### LOCATION

Located in a central location within walking distance of the town centre, sea front in this popular holiday location of Weston-Super-Mare, Somerset which is on the Bristol Channel and famous for its Grand Pier, donkey rides. It has close to M5 junction providing commuter routes to Bristol and three main train stations. Outlying villages include popular Uphill, Hutton and Locking. There is a new retail development planned called Dolphin Square that will have many of the popular big brand shops and restaurants.

#### ACCOMMODATION

##### Front Maisonette

Arranged over two floors – Entrance to communal hall with door to maisonette – Living room, kitchen, bathroom, 3 bedrooms – In need of modernisation.

##### Rear Maisonette

Arranged over two floors – Entrance to communal hall with door to maisonette – This maisonette is in need of major renovation with bare brick and requiring partition walls to form two bedrooms. Currently open plan.

**Outside** Small shared courtyard garden to the rear.

#### EPC

Energy Efficiency Rating G

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Palmer Snell Weston-super-Mare 01934 413735 (Weekends)





# Legal packs for all lots are available to view online



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

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

# Notes



# 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. 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 and credit card (subject to an additional charge). Please note we do not accept cash.  
  
Should your telephone or proxy bid not be successful, all cleared funds would be returned within 48 hours of the auction closing.  
  
Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).  
  
A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 Successful/unsuccessful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale.
- 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 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 Proxy or telephone bidding forms should be sent to The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY. Tel: 01395 275691

# Proxy bidding form

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

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

Address of Lot .....

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

Cheque\* bankers draft\* bank transfer\* debit/credit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf**

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

## Purchaser Details

Full name(s) .....

Company .....

Address .....

..... Postcode .....

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

Solicitors .....

.....

..... Postcode .....

For the attention of .....

Telephone .....

Signed by prospective purchaser .....

Date .....

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

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

.....

.....

Date of signing .....

Please note we must hold 2 forms of ID prior to auction:

1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement)



# 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/credit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf**

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

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

Solicitor address .....

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

Person acting .....

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

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

Signed by prospective purchaser ..... Date .....

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

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

Date of signing .....

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

**The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY.**

Please note we must hold 2 forms of ID prior to auction:

1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement)

# Common Auction Conditions

(3rd Edition August 2009 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary** – The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** – The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** – The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

## Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

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

**Addendum** An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

**Agreed completion date** Subject to **condition** G9.3: (a) the date specified in the **special conditions**; or (b) if no date is specified, **20 business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

**Approved financial institution** Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

**Arrears** Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

**Arrears schedule** The arrears schedule (if any) forming part of the **special conditions**.

**Auction** The auction advertised in the **catalogue**.

**Auction conduct conditions** The **conditions** so headed, including any extra **auction conduct conditions**.

**Auctioneers** The **auctioneers** at the **auction**.

**Business day** Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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

**Catalogue** The catalogue to which the **conditions** refer including any supplement to it.

**Completion** Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when

both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

**Condition** One of the **auction conduct conditions** or **sales conditions**.

**Contract** The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

**Contract date** The date of the **auction** or, if the **lot** is not sold at the **auction**: (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

**Documents** Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

**Financial charge** A charge to secure a loan or other financial indebtedness (not including a rentcharge).

**General conditions** That part of the **sale conditions** so headed, including any extra **general conditions**.

**Interest rate** If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

**Lot** Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **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, any similar official).

**Price** The price that the **buyer** agrees to pay for the **lot**.  
**Ready to complete** Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding **financial charges** do not prevent the **seller** from being **ready to complete**.

**Sale conditions** The **general conditions** as varied by any **special conditions** or **addendum**.

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

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

**Special conditions** Those of the **sale conditions** so headed that relate to the **lot**.

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

**Tenancy schedule** The tenancy schedule (if any) forming part of the **special conditions**.

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

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

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

**VAT option** An option to tax.

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

**You** (and **your**) Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

A1.2 The **catalogue** is issued only on the basis that you accept these **auction conduct conditions**. They govern our relationship with you and cannot be disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

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

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;

- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 Our decision on the conduct of the **auction** is final.

A2.3 We may cancel the **auction**, or alter the order in which **lots** are offered for sale. We may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

A4.1 We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. You need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is your responsibility to check that you have the correct versions.

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

### A5 The contract

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

A5.2 You are obliged to buy the **lot** on the terms of the **sale memorandum** at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the **auction**:

- (a) provide all information we reasonably need from you to enable us to complete the **sale memorandum** (including proof of your identity if required by us);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the **seller** treat that failure as your repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against you for breach of **contract**; or
- (b) sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra **auction conduct conditions** may state if we accept any other form of payment.

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 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.
- A5.8 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 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

**Words in bold type have special meanings, which are defined in the Glossary.**

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**.

#### 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 the **lot** 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**, but excluding any **financial charges**: these the **seller** must discharge 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, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where **chattels** are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 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.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

#### G2. Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
  - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
  - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of **contract**.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

#### G3. Between contract and completion

- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its **condition**, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- 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 except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
  - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all **documents** subject to which the **lot** is being sold.
  - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the **documents** accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration **documents** to the **buyer**.
  - (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- 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 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 Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

#### 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** 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** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- 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.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct **transfer** to the **seller's** conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. 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 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.
- 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 properly required.
- G9.5 The **buyer** must:
- (a) promptly 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 licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence

is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition G9**.

#### **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 **price** (less any deposit paid) from the **agreed completion date** up to and including 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 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 **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, 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.

#### **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 in advance 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** 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.
- G13.2** If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3** Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (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 **contracts** 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 1 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 that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition G11** (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
  - (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.
- G23. Rent reviews**
- G23.1 This **condition G23** applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The **seller** must promptly:
- (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:
- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:
- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:
- (a) hold the warranty on trust for the **buyer**; and
  - (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- G26. No assignment**
- The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
  - (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
  - (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
  - (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
  - (c) join in any representations the **seller** may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.
- G29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.
- G30.1 Generally Each Property is sold in accordance with Royal Institute of Chartered Surveyors (RICS) Common Auctions Conditions, Edition 3, ("the Common Auction Conditions") subject to the following, each taking precedence over the other in descending order:
- The **Special Conditions** of Sale for each Property if applicable ("the **Special Conditions**"), plus The Law Society's conditions known as the Standard Conditions of Sale (Fifth Edition) if applicable, as set out in the Legal Pack;
  - These Extra Conditions of Sale (otherwise known as the Extra Conditions of Sale);
  - The Auction **Addendum**.
- The **Buyer** is deemed to buy the Property knowing
- and fully accepting all the above conditions and should take independent legal advice if in doubt.
- G30.2 Auction Procedure** All prospective purchasers must register their attendance in the **auction room** by completing a registration form. They must provide such confirmation of their identity and evidence of their home address as the **Auctioneer** in his absolute discretion considers acceptable. Persons not registering, or who are unable to provide adequate evidence of identity or address, will not be permitted to bid in the **auction**. On the Property being knocked down by the **Auctioneer**, the successful bidder must immediately attend the Settling Table and sign two copies of the Auction Memorandum for the Property. The successful bidder must also pay the necessary deposit (see clause G30.3) and the **Auctioneer's** Administration Charge (see clause G30.4).
- G30.3 Deposit** The **Buyer** will pay a deposit of 10% of the purchase price or £3,000, or such other figure stipulated by the **Seller's** solicitor, whichever shall be the greater, to the **Auctioneer** on or before signing the Auction Memorandum. Unless the **Special Conditions** for the lot in question state to the contrary, the **Auctioneer** shall hold as agent of the **Seller**, save for that part representing the **Auctioneer's** charges to the **Seller**. The deposit shall be paid by way of Banker's Draft or other such method the **Auctioneer** in his absolute discretion may accept. Cash will not be accepted. Any interest accruing on monies held by the **Auctioneer** will be retained by them to offset administration.
- G30.4 Auctioneers Administrative Charge** The **Buyer** will pay to the **Auctioneer** an administrative charge as outlined on the **Addendum**, including VAT on or before the earliest of signing the Auction Memorandum or exchange of contract.
- G30.5 Sale Particulars** The Property is believed to be and shall be taken to be correctly described in the Auction Catalogue ("the **Catalogue**"). The **Auctioneer** has prepared the **Catalogue** from information provided by or on behalf of the **Seller** and the **Auctioneer** shall not be responsible for any errors in the **Catalogue**. The **Buyer** must satisfy himself, before making a bid, as to the accuracy of the particulars given in the **Catalogue** and shall not be entitled to cancel the sale or rescind the Agreement for Sale of the Property as a result of any incorrect statement, error or omission in the **Catalogue**. The **Buyer** acknowledges that he has not relied on the **Catalogue** in deciding whether to buy the Property and that the **Buyer** is not relying on the information in the particulars as proof that the current or any future use or nature of any lot is legitimate, consented or approved. The **Buyer** acknowledges that the onus for verification lies solely with the **Buyer**. If any information is not correct any liability of the **Seller** and any remedy of the **Buyer** are excluded to the extent permitted by statute.
- G30.6 Misrepresentations** The **Buyer** acknowledges that:
- He has not been persuaded to purchase the Property by any statement or representation whether verbal or in writing which may have been made to him or any person on his behalf, by the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller**;
  - Any such statement or representation as referred to in paragraph (a) above does not form part of this Agreement; and
  - Any liability of the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller** at law or in equity in respect of any statement made to the **Buyer** or anyone on his behalf is excluded to the extent permitted by the Misrepresentation Act 1967.
- G30.7 Service and Other Fittings** The **Seller** makes no claim as to the ownership of any electric wiring and fittings, gas fittings and installations, central heating installations, TV aerials, satellite dishes or other reception devices, any of which may belong to the supply companies. In such cases the **Seller** accepts no liability for any payments that may be outstanding.
- G30.8 Bidding Reservations** For the purpose of the Estate Agents Act 1979, the right is reserved to the **Auctioneer** or any related company, and the shareholders, and employees of the foregoing or their associates or members of their respective families, to bid at the **auction** or to offer a property for sale at the **auction**.
- G30.9 Inspection of Plans, Leases, etc** Copies of restrictions, plans, leases and any other documents referred to in the **Special Conditions of Sale** or the Auction Catalogue may be inspected on-line at [www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk) or at the offices of the **Seller's** Solicitors or the **Auctioneer's** offices at any time during normal working hours, up to the date prior to the sale or in the **auction room** prior to the commencement of the **auction** sale. The **Buyer** shall be treated as buying with full knowledge of all matters, whether or not he has inspected any of the documents.



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