

Property Auction

Commercial and residential property for sale

Thursday 7th September 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.



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

Sheffield Office

Tel: 0114 254 1185

Auction	Closing date
21 February	18 January
4 May	5 April
28 June	31 May
21 September	24 August
26 October	28 September
12 December	8 November



Parc y Scarlets
Llanelli
SA14 9UZ

Head Office

Tel: 01267 221554

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



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

Liverpool Office

Tel: 0151 207 6315

Auction	Closing date
9 February	13 January
29 March	3 March
25 May	28 April
12 July	16 June
14 September	18 August
2 November	6 October
14 December	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 and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

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

1	7c Hampden Place, Alphington Street, Exeter EX2 8AP	£66,500
2	129 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	Sold After
3	35 Priory Road, Plymouth PL3 5EW	Available at £120,000
4	188 Downend Road, Downend, Bristol, Avon BS16 5EB	£237,500
5	Flat 1, Bartholomew House, Bartholomew Street West, Exeter EX4 3AJ	£110,000
6	Land On The South Side Of Curlews, Holywell Bay, Newquay TR8 5PP	Available at £165,000
7	Flat 1, 90 New Road, Brixham, Devon TQ5 8BZ	Sold After
8	Flat 3, 90, New Road, Brixham, Devon TQ5 8BZ	£52,500
9	25 Brook Street, Dawlish, Devon EX7 9AE	£135,000
10	Building Plot, Crabpot Service Reservoir, Cricket Field Lane EX9 6SY	Available at £290,000
11	Ventongimps Mill Cottage, Callestick, Truro Cornwall TR4 9LH	£240,000
12	Development Site, Station Road, Liskeard, Cornwall PL14 4DA	Available at £260,000
13	Flat 2, Carclaze, Prospect Hill, Okehampton, Devon EX20 1JD	Sold Prior
14	Land North Of 11 Parcandowr, Grampound Road, Truro, Cornwall TR2 4TY	£34,500
15	Basement, 18 Church Street, Paignton, Devon TQ3 3AF	Sold After
16	Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF	£50,000–£75,000*
17	62 Clarence Road, Torpoint, Cornwall PL11 2LT	£105,000
18	Plot 2, Plum Tree Court, Fore Street, Ivybridge, Devon PL21 9AE	Available at £45,000
19	Plots 1 & 3, Plum Tree Court, Fore Street, Ivybridge, Devon PL21 9AE	Available at £65,000
20	Shop at 45–47 Torbay Road, Paignton, Devon TQ4 6AA	Withdrawn
21	With Lot 20-flat A, Rear Of 45-47, Torbay Road, Paignton, Devon TQ4 6AA	Withdrawn
22	With Lot 20-flat B, Rear Of 45-47 Torbay Road, Paignton, Devon TQ4 6AA	Withdrawn
23	With Lot 20-flat C, Rear Of 45-47 Torbay Road, Paignton, Devon TQ4 6AA	Withdrawn
24	With Lot 20-flat D, Rear Of 45-47, Torbay Road, Paignton, Devon TQ4 6AA	Withdrawn
25	10 Biddicks Court, St. Austell, Cornwall PL25 5EW	Available at £95,000
26	25a Pennsylvania Road, Torquay TQ1 1NX	Available at £85,000
27	4 Ringwood Grove, Weston-super-Mare, Avon BS23 2UA	£200,000–£230,000
28	Flat 2 Renowell Court, Falkland Road, Torquay TQ2 5JR	£106,000
29	24 Haldon Road, Exeter EX4 4DZ	£300,000
30	6 George Street, Weston-Super-Mare, Avon BS23 3AS	£111,000

Total raised nearly £1.7 million

Now collecting for our next Auction

Thursday 19th October 2017

Closes 20th September

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	
	Recent council tax bill / council rent book	

Signed on behalf of Countrywide Date

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

Money Laundering Regulations

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

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

1. In the case of an **individual** bidding at auction, we will require a certified copy of a passport and utility bill.
2. In the case of an **individual acting on behalf of a third party individual**, we will require a certified copy of a passport and recent utility bill from **both parties**.
3. In the case of an **individual acting on behalf of a company** we will require details about the company including ownership information on the ultimate holding company and ultimate beneficial owners of the company, including current addresses and dates of birth.
4. If you are unable to attend in person or will be sending us a remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
5. Your ID will be kept on file for 3 years and we will only require updated documents if you change address.
6. Registration on the day of the auction opens from 10:30am so please ensure you arrive early to ensure we have been able to satisfactorily fulfil the necessary requirements.

At registration for the auction you must provide 2 forms of ID, one photographic and one proof of residence that is dated within the last 3 months (a list of acceptable ID documents can be seen below):

Photographic evidence of identity

- Current signed Passport
- Current full UK/EU photo card driving licence
- Valid ID card (eg, 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 National

Evidence of Residence

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (not mobile phone)
- Recent bank/ building society/ mortgage/ credit card statement
- Current house/ motor insurance certificate
- Revenue & Customs tax notification
- Recent council tax bill

ID can be approved as follows:

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

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

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

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

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

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

Order of Sale

Thursday **7 Septemeber**

1	Flat 6, 40 Morrab Road, Penzance, Cornwall TR18 4EX	£30,000+
2	Edgcumbe Hotel, Molesworth Road, Stoke, Plymouth PL1 5LZ	£100,000+
3	13 Gerston Road, Paignton, Devon TQ4 5DY	£100,000–£125,000
4	12 New Park Lodges, Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£25,000–£30,000
5	Block of Garages, Laregan Hill, Penzance, Cornwall TR18 4NY	SOLD PRIOR
6	Sandpipers, Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ	POSTPONED
7	The Upper Floors of Barclays Bank, 84 High Street, Bideford EX39 2AL	£125,000+
8	73 Fore Street, Kingskerswell, Newton Abbot, Devon TQ12 5JB	POSTPONED
9	38 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£20,000–£25,000
10	Flat 2, Chichester House, 26 Citadel Road, Plymouth PL1 3BA	£50,000+
11	74 Atlantic Bays Holiday Park, St. Merryn, Padstow, Cornwall PL28 8PY	£25,000–£30,000
12	23 Marlborough Street, Plymouth PL1 4AE	£135,000+
13	Penclease House, 13b Clease Road, Camelford, Cornwall PL32 9QX	£200,000–£250,000
14	Treen, Plympton, Plymouth, Devon PL7 5EB	£300,000–£350,000
15	4 Ringwood Grove, Weston-Super-Mare, Avon BS23 2UA	£200,000–£230,000
16	Grove Cottage, Whitecross, Wadebridge, Cornwall PL27 7JQ	£125,000+
17	Chapel & Cumloden Cottages, Hall & Garages, Somerton, Somerset TA11 6QL	£350,000–£400,000
18	45-47 Torbay Road, Paignton, Devon TQ4 6AD	WITHDRAWN
19	Flat 6, Sorrento, St. Lukes Road North, Torquay TQ2 5PD	£90,000+
20	Ground Floor Flat 18 Church Street, Paignton TQ3 3AF	£55,000–£65,000
21	79 Wolseley Road, Plymouth PL2 3BL	£85,000–£95,000
22	The Coach House, 2a Blake Street, Bridgwater, Somerset TA6 3NB	£60,000+
23	73 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£15,000–£20,000
24	Archbrook, Teignharvey, Newton Abbot, Devon TQ12 4RS	£300,000–£350,000
25	Flat 1, 23 Landport Terrace, Portsmouth PO1 2RG	£75,000+
26	Land Adjoining Woodbine Cottage, Lamerton, Tavistock, Devon PL19 8RY	£100,000+

Now collecting for our next Auction

Thursday 19th October 2017

Closing 20th September 2017

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

Tel: **01395 275691**

auctions@countrywide.co.uk



A second floor studio apartment situated on the favoured seaward side of Penzance in proximity of the promenade.

LOCATION

Morrab Road is situated on the favoured seaward side of Penzance and in proximity of the thriving town centre, Morrab Gardens, the sea front with its recently refurbished Lido and Promenade. Penzance has the benefit of a mainline railway station and is readily commutable to the A30.

DESCRIPTION

A second floor studio apartment situated in the favoured location of Morrab Road, located on the seaward side of Penzance and in proximity of the town centre and Promenade, forming part of a converted town house. The studio is likely to appeal to residential lettings investors and those looking for a low maintenance lock up and leave retreat.

ACCOMMODATION

Second Floor Flat 6: Open plan studio apartment with lounge/kitchen/dining and sleeping area, shower room.

EPC

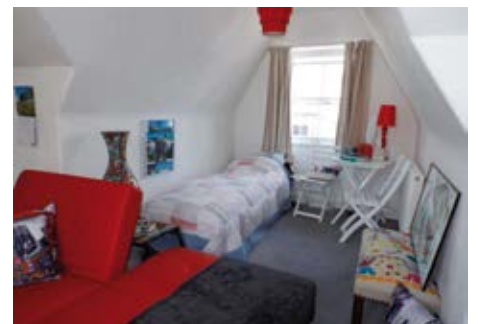
Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Stratton Creber Penzance 01736 360070 (Weekends).





Former public house with rear courtyard, cellar and sizeable upper floors accommodation over three floors.

LOCATION

Stoke Village offers a wide range of facilities and amenities including shops, restaurants, bars, schools and public transport facilities, with further facilities and amenities in Plymouth city centre beyond.

DESCRIPTION

A former public house with the benefit of rear courtyard, cellar areas and owners accommodation above arranged over three floors. The property is prominently situated at the junction of Molesworth Road and Hotham Place, adjacent to Victoria Park and conveniently situated for the facilities and amenities of Stoke Village. Whilst in need of a programme of refurbishment the property would lend itself to a variety of uses and perhaps conversion into flats, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Plymouth City Council planning department.

ACCOMMODATION

Ground Floor Main entrance and trading area, lobby and side entrance with stairs rising to the upper floors, ladies and gents wc's and access to the rear courtyard.

Lower Ground Floor Accessed externally: Store room and three cellar areas.

First Floor Landing, room one, kitchen lobby, wc, room two, room three.

Second Floor Landing, room four, room five, bathroom.

Third Floor

Landing, room six, room seven.

Outside Enclosed rear courtyard with gated access to Hotham Place.

EPC

Energy Efficiency Rating – To be confirmed

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide Plymouth 01752 668242 (Weekends).





A four bedroom mid terrace house requiring complete modernisation, in proximity of the town centre, having the benefit of a garden and cellar, with the potential to create parking subject to any requisite consents.

LOCATION

Paignton is situated in the heart of the English Riviera between Torquay and Brixham. Local amenities include a water park, several sandy beaches, and cinema complex, along with many other facilities and amenities, shops and educational establishments. The property is conveniently located for the town centre and public transport including the mainline railway station.

DESCRIPTION

A spacious four bedroom mid terrace house with many original features requiring complete modernisation. The ground floor accommodation offers three reception rooms plus kitchen. A cellar with restricted head room is accessed via a hatch from the understairs cupboard and can also be accessed externally via a door from the rear garden. The property also boasts a walled front garden, an overgrown rear garden and has the potential, subject to any requisite consents, to create parking upon which interested parties must make and rely upon their own planning enquiries of Torbay Council Planning Department.

ACCOMMODATION

Ground Floor Storm porch, hallway with under stairs cupboard and hatch to the cellar area, lounge, dining room, breakfast room, kitchen with door to rear courtyard.

First Floor Half landing: Bedroom, bathroom. Steps up to main landing, three further bedrooms.

Cellar area with restricted head room is accessed via a hatch from the understairs cupboard and also via a door from the rear garden.

Outside The property boasts a walled front garden and overgrown rear garden and the potential, subject to any requisite consents, to create parking.

EPC

Energy Efficiency Rating – TBC



AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Fulfords Paignton 01803 527523 (Weekends).



A four bedroom detached holiday lodge with hot tub, on the ever 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 four bedroom upgraded detached holiday lodge located on the ever popular Hengar Manor Holiday Park. The property has the benefit of a first floor balcony, patio seating area, a hot tub and an allocated car parking space. The property is to be sold fully furnished and with any onwards bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, two bedrooms and shower room.

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

Outside Patio seating area, hot tub, allocated parking space and use of the communal grounds and facilities.

TENURE

Leasehold

EPC

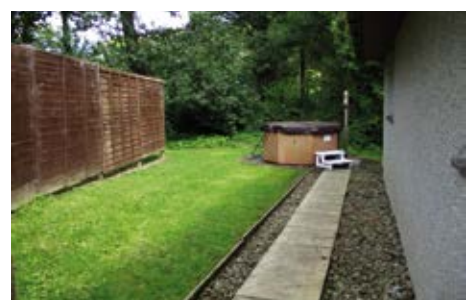
Energy efficiency rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

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



LOT
5

Block of Garages, Laregan Hill, Penzance, Cornwall TR18 4NY

*GUIDE PRICE £40,000–£60,000



A purpose built block of four garages currently let and generating an income of £2,316 pae.

LOCATION

The garages at Laregan Hill are located just off New Road, being conveniently situated for Penzance town centre, the Promenade and in turn Newlyn and the harbour.

DESCRIPTION

A purpose built block of four freehold garages conveniently situated for Penzance town centre, the Promenade, Newlyn and the harbour. The garages are currently let and generating a modest income of £193 pcm/£2,316 pae and are likely to appeal to portfolio investors, local trades people and residents looking for secure storage/parking facilities.

NOTES

Current Rental Income: Garage 1 – £52.00 pcm Garage 2 – £45.50 pcm Garage 3 – £45.50 pcm Garage 4 – £50.00 pcm

EPC

Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide Penzance 01736 364260 (Weekends).





A unique detached chalet style bungalow for continued refurbishment to create four bedrooms, with formal gardens, agricultural land and woodland, the whole plot measuring c. 2.5 hectares/6.2 acres.

DESCRIPTION

Sandpipers is a stunningly located, spacious, detached chalet style bungalow set on a plot measuring c. 2.5 hectares/6.2 acres. The property has unique features including an attractive eyebrow style window in the roof. Works have been carried out to update the ground floor of the building, currently providing comfortable two bedroom living accommodation, which may benefit from some further updating. The first floor still requires a programme of works in order to create two further bedrooms and a second bathroom. Currently the property consists of lounge, dining room, kitchen and utility, bathroom, two bedrooms and workshop/office to the ground floor. The upstairs of the property is a works in progress and requires completion, but offers the potential for spacious accommodations with a balcony giving fabulous views to Dorchester Hills. Below the property is a large cellar which can be accessed via a hatch in the hallway and also externally. To the front and side are beautifully well stocked mature gardens that have been well tended over the years with a green house, storage sheds and garage. The adjacent land offers hard standing with potential for stabling, garages or barns, subject to any requisite consents, the larger part of the land consists of agricultural land and woodland.

LOCATION

Situated in a rural location on the outskirts of Yeovil, the property is conveniently located for local transport links with the A303 trunk road within easy reach giving access to London, Exeter and the South West. The M5 can be joined at Taunton junction 25, linking to the national motorway network. There is a mainline railway station in Stoford that has a direct line to London Waterloo whilst Castle Cary has an intercity 125 link to London (Paddington). There are airports at Bristol and Exeter, with Bournemouth. Taunton, Bristol and Exeter being readily commutable. The South coast being circa 20 Miles.

ACCOMMODATION

Ground Floor Entrance hall hatch to cellar, with stairs to first floor, cloakroom/wc, lounge, inner hallway, dining room, utility room, bathroom, two double bedrooms, workshop/office.

First Floor Currently a large open area with double doors to balcony, and two further rooms. The space has potential to create two bedrooms and en-suite facilities subject to any requisite consents.

Cellar The property also boasts a large cellar which is can be accessed via a hatch in the hallway and also externally.

Gardens and Land Gardens to the side are beautifully well stocked mature gardens that have been well tended over the years,

with green house and storage sheds. The adjacent land also offers hard standing for potential stabling, garages or barns, subject to any requisite consents, with the larger part of the land consisting of agricultural land and woodland.

NOTES

Interested parties must make and rely upon their own planning enquiries of South Somerset District Council Planning Department. Measurements have been made using the Promap Mapping Facility, interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Palmer Snell Yeovil 01935 250235 (weekends).





A first and second floors development opportunity with planning permission already in place for 'proposed change of use from offices to five units of residential accommodation.'

LOCATION

The Market Town of Bideford is situated approximately 9 miles from Barnstaple the Regional Centre of North Devon and has a full range of comprehensive shopping facilities, banks and leisure amenities. The town has easy access from the North Devon Link Road to the M5 Motorway at Tiverton Junction 27. There are nearby places of interest, Westward Ho with its long sandy beach and seaside village as well as the Royal North Devon Championship Golf Course within the Northam Burrows. There are also numerous coves and beaches nearby with the Tarka Trail being within easy access.

DESCRIPTION

A first and second floors leasehold development opportunity currently comprising of commercial office space, with the benefit of a Grant of Conditional Planning Permission already in place, under application number 1/0510/2016/FUL, granted on the 17th August 2016, for 'Proposed change of use from offices to five units of residential accommodation'. Interested parties must make and rely upon their own planning enquiries of Torridge District Council.

PROPOSED ACCOMMODATION

Planning Consent to convert into four one bedroom apartments and a two bedroom apartment, arranged over the first and second floors.

PLANNING

Interested parties must make and rely upon their own planning enquiries of Torridge District Council.

EPC

To be confirmed.

AUCTION VALUER

Wendy Alexander

VIEWINGS

Strictly by appointment only with Countrywide Property Auctions on 0151 734 7509

NOTES

For the avoidance of doubt the property being offered for sale comprises of the upper floors of the premises only and not Barclays Bank. It is understood that the property has the benefit of the remainder of a 125 year lease, with a ground rent of £250 per annum, doubling every 25 years. Interested parties must make



and rely upon the leasehold information supplied in the legal pack as to the length of term remaining and the schedule for the increase of ground rent.



POSTPONED



A two bedroom thatched end of terrace cottage with accommodation arranged over three floors, having the benefit of a front garden and a village location with views.

LOCATION

Situated in the popular and picturesque village of Kingskerswell full of the charm of thatched cottages, an orchard containing the ruins of an old castle and a brook running through its churchyard. Facilities and amenities within the village include a church, public house and shops catering for day to day requirements, with further facilities and amenities available at Torquay and Newton Abbot on the English Riviera.

The property has accommodation arranged over three floors comprising porch, lounge, kitchen, rear porch, two bedrooms and bathroom. To the front of the property is a courtyard garden with gates to enable the parking of a small car.

ACCOMMODATION

Ground Floor Front porch, lounge/dining room, kitchen and rear porch.

First Floor Bedroom two and bathroom.

Second Floor Master bedroom.

Outside To the front of the property is a courtyard style garden.

EPC

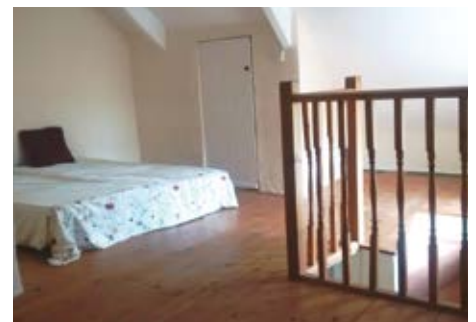
Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWINGS

Strictly by appointment only with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Fulfords Newton Abbot 01626 351951 (Weekends).





A three detached holiday lodge situated on the ever 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 with sauna and beauty treatment rooms, games room and restaurants.

DESCRIPTION

A three bedroom detached holiday lodge located in the ever popular Hengar Manor Holiday Park. The property enjoys open plan living accommodation, with two ground floor bedrooms and bathroom, and one first floor bedroom. The property is to be sold furnished and with any forward bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, two bedrooms and bathroom.

First Floor Landing and bedroom three.

Outside Balconied seating area and use of the communal gardens, grounds and on site facilities. Allocated parking space.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

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





General view of the building

A vacant one bedroom purpose built flat with the benefit of communal gardens and parking.

LOCATION

Chichester House is conveniently situated in proximity of the Hoe, the promenade and in turn the ever popular Barbican, along with the city centre facilities and amenities, being readily commutable to the A38 and in turn the M5 motorway, along with the mainline railway station to Paddington.

DESCRIPTION

A vacant, one bedroom, purpose built first floor flat having the benefit of communal gardens, residents and visitors parking, with lifts and staircases to all floors. Chichester house is conveniently located for the facilities and amenities of Plymouth city centre, the Barbican and in turn the Hoe.

ACCOMMODATION

Ground Floor Communal entrance hall with lifts and stairs to all floors.

First Floor Landing. Flat 2: Entrance hall, lounge/diner, kitchen, bedroom and bathroom.

Outside Communal gardens and grounds. Residents and visitors parking.

EPC

Energy efficiency rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

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





A two bedroom detached holiday chalet situated on the popular Atlantic Bays holiday park.

LOCATION

Atlantic Bays is situated circa 1 mile from the village of St Merryn and circa 3 miles from Padstow, in proximity of the North Cornwall Coastline referred to locally as 'seven bays for seven days' given the nearby beaches of Porthcothan, Constantine, Mother Iveys, Boobys, Harlyn, Trevone and Treyarnon.

DESCRIPTION

A two bedroom detached holiday chalet situated on the popular Atlantic Bays Holiday Park. The property is one of the larger units on the site and is presented in good order throughout, with on-site facilities including The Conservatory Bar, a shop catering for day to day requirements, launderette, games room and childrens play area, with further facilities and amenities available at St Merryn village and Padstow. The property is to be sold fully furnished and with any onwards bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/ diner, inner hallway, two bedrooms and shower room.

Outside Communal gardens and grounds, car parking and use of the on-site facilities and amenities.

EPC

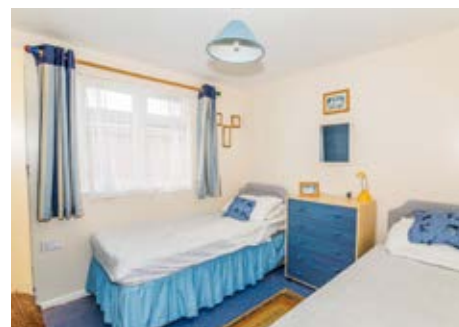
Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Stratton Creber Padstow 01841 532230 (Weekends).





An excellent investment opportunity comprising of shop unit, 3 flats, garage and courtyard in central location, currently part let and generating £9,620 pae with further income potential.

LOCATION

Marlborough Street is situated in the Devonport area of the city, within easy reach of the Torpoint and cross channel Ferries and in turn the facilities and amenities of Stoke Village and Plymouth city centre beyond.

DESCRIPTION

An excellent investment opportunity situated in a popular central location currently comprising of a ground floor shop, with storage area and staff room (currently let and generating an income of £5,200 pae) with the upper floors being loosely arranged as three units of residential accommodation, with the top floor flat generating £65 per week/£3,380 pae and the two middle floors being currently vacant and offering the potential to increase the overall yield. The property has the benefit of a rear courtyard with the garage currently being let at £20 per week/£1040 pae. Although the property would benefit from a programme of modernisation it will doubtlessly appeal to the career lettings investor and also to builder/developers looking for a post works break-up and resale opportunity.

ACCOMMODATION

Ground Floor Retail unit comprising of main trading area, storage area and staff room.

First Floor Flat 1: Entrance hall, lounge/diner, kitchen, bedroom and shower room.

Second Floor Flat 2: Landing, open plan lounge/diner/bedroom, kitchen, inner hallway and shower room.

Third Floor

Flat 3: Landing, lounge/bedroom with en-suite bathroom, kitchen/diner.

Outside Rear courtyard area with access to the service lane. Garage.

EPC

Shop – Energy Efficiency Rating – TBC

Flat 1 – Energy Efficiency Rating – E

Flat 2 – Energy Efficiency Rating – D

Flat 3 – Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide Plymouth 01752 668242 (Weekends).



A substantial three storey semi detached former nursing home with potential for redevelopment/conversion subject to any requisite consents.

LOCATION

The historic market town of Camelford lies alongside the wooded banks of the River Camel and offers a comprehensive range of facilities and amenities including primary and secondary schooling, medical centre, leisure centre, museum and 18 hole golf course, with nearby beaches circa 5 miles.

DESCRIPTION

A substantial three storey, semi-detached, former residential 16 bedroom nursing home, with 12 rooms having en-suite facilities, enjoying a good sized plot of 0.119 hectares/0.29 acres with on drive parking for several vehicles and outbuilding. The property is registered as residential band G for Council Tax purposes and would lend itself to a variety of uses as is whilst also offering the clear potential for reconfiguration/conversion, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

ACCOMMODATION

Ground Floor Main hallway/reception area, kitchen/diner 1 with french doors to car parks, inner hallway, wc/shower room, room 1, room 2, bathroom, kitchen, room 3, room 4 with en-suite wc, room 5 with en-suite shower room, cloakroom, kitchen/diner 2 with french doors to the garden, room 6 with en-suite shower room, rear hallway and lift.

First Floor Landing with lift, hallway, room 7 with en-suite bathroom, room 8 with en-suite bathroom, room 9 with en-suite bathroom, room 10 with en-suite bathroom, room 11, room 12 with access out on to the flat roof and an en-suite bathroom.

Second Floor Landing, room 13 with en-suite bathroom, room 14, bathroom, inner hallway, room 15 with en-suite bathroom, room 16.

Outside The property is approached over a shared driveway giving access to two linked car parking areas providing on drive parking for numerous vehicles, with the outbuilding and the main garden area lying to the rear of the property with a raised terrace and lawned areas being well worthy of formalisation to fully enhance the property.



EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday to Friday); Miller Countrywide Wadebridge 01208 812117 (Weekends).

NOTES

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





A fabulous opportunity to acquire a five bedroom detached house for modernisation in a highly desirable rural location with views over Elfordleigh golf course.

LOCATION

Treen is situated on the rural fringes of Plympton and in proximity of Elfordleigh Hotel Golf and Country Club which is set within 100 acres of glorious park land. Facilities include an 18-hole golf course, Oasis Spa and Beauty Treatment, 2 restaurants and bar. The wide expanse of the Dartmoor National Park is only a short drive away, as is Cann Wood which is owned by the National Trust providing woodland walks adjacent to the river Plym. The village of Plympton is circa 1 mile offering a wide range of shops and facilities including primary and secondary schools, being readily commutable to the A38 and in turn the M5 motorway. Further comprehensive facilities and amenities can be found in the city of Plymouth which also has a railway link directly to Paddington, London and a cross-channel ferry.

DESCRIPTION

A truly unique opportunity to acquire a sizeable five bedroom detached house requiring modernisation, enjoying a rural location with views over Elfordleigh Golf Course. This highly desirable property which has been in the same family ownership for many years, previously forming part of the Saltram Estate, offers versatile accommodation with the clear potential, subject to any requisite consents, for further extension and/or reconfiguration of the

existing accommodation in order to create an enviable family home, a home with income, or for multi-generation occupancy. Treen enjoys well screened mature gardens of circa 0.111 hectares/0.275 acres and offers on drive parking for several vehicles.

ACCOMMODATION

Ground Floor Entrance hall with wc and staircase to the first floor, sitting room, rear lobby, kitchen with utility room off, dining room/snug, study with store room off and access to the third reception room having a second staircase rising to the first floor.

First Floor First landing giving access to the family bathroom, bedroom one with views over the golf course, bedroom two with rural views, bedroom three with views over the golf course and an additional access to the second landing, bedroom four, bedroom five and shower room.

Outside There is a small walled garden to the front of the property with a private driveway giving access to on drive parking for several vehicles. The main garden area lies to the rear of the property being mainly laid to lawn with mature borders, summer house and greenhousing, the whole measuring circa 0.111 hectares/0.275 acres.

NOTES

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. This property will not be sold prior to auction. Additional land may be available by separate negotiation.

EPC

To be confirmed

AUCTION VALUER

Wendy Alexander

VIEWING

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



**LOT
15****4 Ringwood Grove, Weston-Super-Mare, Avon BS23 2UA*****GUIDE PRICE £200,000–£230,000**

A vacant, spacious, two bedroom bungalow stripped and ready for refurbishment with large double garage having the potential for conversion/incorporation, subject to any requisite consents.

LOCATION

Situated in an elevated location, enjoying 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, with easy access to local parks, shops and many local facilities and amenities. Weston Super Mare is located circa 18 miles south of Bristol and has excellent road links to the M5 and mainline railway station.

DESCRIPTION

A vacant, spacious, 2 bedroom bungalow which has been stripped and cleared ready for refurbishment offering a blank canvas and having the benefit of a large double garage offering the potential for conversion/incorporation to further enhance the property subject to any requisite consents. The spacious bungalow boasts a large lounge/dining room, two double bedrooms – one with en suite. Outside there is on drive parking, a double garage and a corner garden plot for formalisation along with a rear courtyard style 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, bedroom one with en-suite shower room, bedroom two.

Outside Front garden for formalisation, double drive leading to the double garage. Pathway giving pedestrian access to the rear of the property with further courtyard style garden.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

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





A vacant two bedroom reverse level detached character cottage with gardens and on drive parking for several vehicles.

DESCRIPTION

A vacant two bedroom reverse level detached cottage having the benefit of landscaped gardens adjoining open farmland and on drive parking for several vehicles. The property has undergone complete renovation works whilst still retaining a wealth of character features, including a stunning vaulted and beamed ceiling and is conveniently situated for Wadebridge, Padstow and the Royal Cornwall Showground making it a perfect proposition for owner occupiers, second home owners and the holiday letting fraternity.

LOCATION

Whitecross is situated just outside of the market town of Wadebridge and is home to the Royal Cornwall Showground. The location is perfect for exploring the many sandy beaches at Polzeath, Harlyn, Trevone and Constantine with the championship golf courses at Trevose and St Enodoc being just a short drive away. Wadebridge is a thriving market town on the river Camel, offering a fine selection of shops and amenities including a sports centre, cinema, a primary and secondary school and a selection of supermarkets. Wadebridge also offer access to the Camel Trail, a popular and almost level cycle route which runs between Padstow and Bodmin. Within a 6 mile drive

is the harbour town of Padstow with an array of restaurants and quaint shops, as is the watersports haven of Rock.

ACCOMMODATION

Ground Floor Entrance porch, hallway, two bedrooms and shower room.

First Floor Open plan lounge/kitchen/diner.

Outside Landscaped gardens with seating areas and lawn, adjoining open farmland and with on drive parking for several vehicles.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday to Friday); Stratton Creber Padstow 01841 532230 (Weekends).





A fabulous opportunity to acquire two cottages, a former school/Salvation Army hall, two garages with additional forecourt parking and associated gardens in the highly sought after town of Somerton.

LOCATION

The picturesque rural town of Somerton lies in the heart of Somerset and is steeped in history whilst offering everything required for modern day living. Somerton was the ancient Capital of Wessex in the 8th century and a former market town. It then later became the County town of Somerset in the 13th/14th Century. Facilities and amenities in the town include a wide range of shops, bank, library, doctor and dentist surgeries, several public houses, restaurants, churches and primary schools within the town and further comprehensive amenities can be found in the County town of Taunton to the west or Yeovil to the south. The mainline railway stations are located in Castle Cary, Yeovil and Taunton. The property is also well served by the A303 linking both central London and the South West, the M5 can be joined at junction 23.

DESCRIPTION

A fabulous opportunity to acquire two deceptively spacious 2 bedroom cottages, a former school hall/salvation army hall and associated garden areas, along with two garages with additional forecourt parking in the town centre of the highly sought after town of Somerton. The properties have been in the same family ownership since the early 1960's and offer tremendous potential, subject to any requisite consents, for either multi generation occupancy or for post works and formalisation

of the garden areas as a break up and re-sale opportunity, upon which interested parties must make and rely upon their own enquiries of South Somerset District Council.

CHAPEL COTTAGE, SUTTON ROAD, SOMERTON

A Grade II Listed cottage, accessed via its own enclosed front garden:

Ground Floor Sitting/dining room, kitchen with utility room/cloakroom off and door leading to the rear garden areas.

First Floor Landing, two bedrooms and bathroom.

CUMLODEN COTTAGE, THE TRIANGLE, SOMERTON

A deceptively spacious and unlisted double fronted cottage for modernisation comprising: Entrance hall, sitting room with inglenook fireplace and beamed ceilings, dining room with inglenook fireplace and bread oven, wc, sun room with door to the rear gardens and open access to the kitchen/breakfast room and a further storage/utility area having a small doorway linking through to the former school hall.

First Floor Landing, two bedrooms and bathroom.

FORMER SCHOOL/SALVATION ARMY HALL, THE TRIANGLE

A Grade II Listed former school/Salvation Army hall being of a good height and size, presently open plan and having access from The Triangle, with a door linking through to Cumloden Cottage and a further doorway leading to the gardeners wc and the rear garden areas.

Outside The properties all have access to the rear garden areas, with a range of fruit trees, stone outbuildings, greenhouses and linked individual walled garden areas being well worthy of formalisation to fully enhance the properties and provide private garden areas.

THE GARAGES, SUTTON ROAD

The two garages are situated opposite the cottages and hall, offering useful storage space with additional forecourt car parking.

EPC

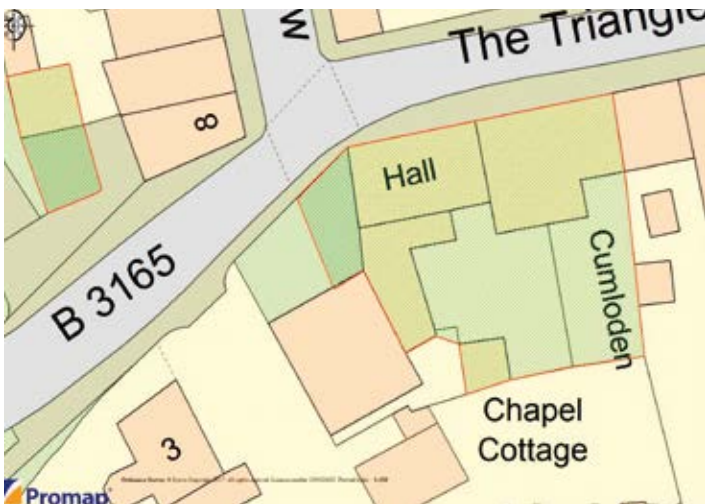
Chapel Cottage – Exempt Cumloden Cottage – Energy Efficiency Rating – F The Former School Hall/Salvation Army Hall – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Palmer Snell Somerton 01458 272989 (Weekends).



LOT
18

45-47 Torbay Road, Paignton, Devon TQ4 6AD

*GUIDE PRICE £355,000+



A freehold building comprising of a vacant ground floor lock up retail unit plus four x one bedroom flats currently let on assured shorthold tenancy agreements and generating a rental income of £23,100 pae.

DESCRIPTION

A multi-faceted investment opportunity comprising of a vacant ground floor, double fronted, lock up retail unit with a retail area of circa 149m² (1,603 sq ft) and additional storage rooms to the rear of the building along with a cloakroom/wc. Access from the rear of the building to four self-contained, one bedroom flats, with a communal patio area. All of the flats are currently let on Assured Shorthold Tenancy Agreements and generating an income of £23,100 pae, with further income potential available from the vacant retail unit.

LOCATION

The property is prominently located on Paignton's 'Golden Mile' which is the main road through the town centre to the 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 a cinema complex, along with a comprehensive range of shops, supermarkets and educational facilities.

RETAIL UNIT

Retail area measuring circa 67' 3" x 20' 0" (20.5m x 6.1m) 125m² (1,345 sq ft), store room measuring circa 13' 9" x 19' 0" (4.2m x 5.8m) 24.3m² (261.5 sq ft), WC and bin store.

COMMERCIAL EPC

Energy Efficiency Rating – C

FLAT ACCOMMODATION

Entry via secure doorway entry system to the rear of the building with stairs rising to:

First Floor Flat A: Entrance hall, lounge, kitchen, bathroom, bedroom.

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

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

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

Outside Communal patio area.

ENERGY EFFICIENCY RATINGS

Flat A: Energy Efficiency Rating – D Flat B: Energy Efficiency Rating – D Flat C: Energy Efficiency Rating – C Flat D: Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING

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

NOTES

Current rental income: Commercial Retail Unit: Vacant. Flat A: Currently let on an Assured Shorthold Tenancy generating £500.00 pcm/£6,000 pae. Flat B: Currently let on an Assured Shorthold Tenancy generating £475.00 pcm/£5,700 pae. Flat C: Currently let on an Assured Shorthold Tenancy generating £475.00 pcm/£5,700 pae. Flat D: Currently let on an Assured Shorthold Tenancy generating £475.00 pcm/£5,700 pae. Details of which can be found within the legal pack.



General view of the building



A two bedroom garden apartment offering good sized accommodation, communal garden areas and allocated parking space situated in the favoured residential area of St. Lukes.

LOCATION

Torquay has enjoyed many recent improvements including an award winning Marina and improved road access via the South Devon Highway making it readily commutable to the A38/A30/M5 road network. Along with its stunning coastline, coves and beaches, the town offers an array of shopping and leisure facilities, restaurants and cafes, along with excellent public transport and a train service.

DESCRIPTION

A two bedroom garden apartment offering good sized and well presented accommodation in the favoured residential area of St Lukes. The property enjoys the benefits of use of the various communal garden areas, a small and secluded courtyard style garden area and its own allocated parking space. The town centre and seafront are readily accessible making it a perfect prospect for owner/occupiers, those looking for a low maintenance lock up and leave property in Torquay and for the residential lettings investor.

ACCOMMODATION

Ground Floor Communal entrance hall shared only with Flat 5 and accessed via the gardens, understairs storage cupboard and door to the rear courtyard. Flat 6: Entrance hall, kitchen, dual aspect sitting room, two bedrooms and bathroom.

Outside Various mature and well screened communal garden and seating areas for the residents to enjoy and allocated parking.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

VIEWING

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

NOTES

We understand that the property has the benefit of the remainder of a 999 year lease, issued on the 25th March 1980, details of which are available within the Legal Pack.





A two bedroom ground floor flat having had the benefit of recent reconfiguration works and a 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 ground floor apartment which has had the benefit of recent reconfiguration works to take full advantage of the available floor space. The accommodation now comprises of a lounge, two bedrooms, kitchen and bathroom, with a rear courtyard garden.

ACCOMMODATION

Ground Floor Communal entrance and hallway, door to flat: Hallway, lounge, two bedrooms, kitchen and bathroom.

Outside Courtyard garden to the rear of the property.

EPC

Energy Efficiency Rating-D

AUCTION VALUER

Audrey Smith

VIEWINGS

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



General view of Paignton beach



A sizeable shop premises in prominent trading position with basement rooms, garage with rooms above and garden area with further development potential subject to any requisite consents.

LOCATION

Wolseley Road is prominently situated on the A3064 in the residential area of Ford and circa 0.6 miles from the dockyard, offering a wide range of local shopping and food outlets, with excellent public transport links in to the city centre, Milehouse and Stoke village.

DESCRIPTION

A sizeable retail premises enjoying a prominent trading location on Wolseley Road. The property has the benefit of ground floor retail space, three basement rooms and an office which can be accessed both from the retail premises and also externally, along with a garage to the rear with rooms above and garden area. The whole offering the potential for further development, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Plymouth City Council planning department.

ACCOMMODATION

Ground Floor Main retail/trading area with steps leading down to the lower ground floor level.

Lower Ground Floor Having dual access and comprising of three rooms and a small office.

Outside Rear garden area giving access to the garage, accessed via the service lane and with rooms above.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Wendy Alexander

NOTES

In accordance with the Estate Agency Act 1979 we must disclose that the owner is a direct relative of an employee of Countrywide PLC.





A one bedroom coach house enjoying a tucked away location in proximity of the town centre with allocated car parking space.

LOCATION

Bridgwater historically is a market town and has been a major port and trading centre that still maintains an industrial base. Conveniently situated for the major communication routes throughout South West England, Bridgwater is located between junctions 23 & 24 of the M5 motorway and has a mainline railway station to Paddington, with the "Bridgwater and Taunton canal" providing countryside walks and cycle paths. The November Carnival held annually is now best known for the illuminated magical displays which attracts around 150,000 people from around the country and overseas. The vibrant town centre offers a good range of amenities including Bars, Cafés and Coffee shops including High Street outlets and "Angel Place" shopping centre.

DESCRIPTION

An opportunity to acquire a one bedroom coach house style property enjoying a tucked away town centre location in proximity of Blake Gardens and the River Parrett offering recreational facilities and riverside walks. The property offers light and spacious accommodation and has the benefit of an allocated parking space, providing a perfect low maintenance property for owner occupation or as a residential lettings venture.

ACCOMMODATION

Ground Floor Lounge/diner with open staircase to the first floor, kitchen and bathroom.

First Floor Bedroom area with under eaves storage.

Outside Allocated car parking space.

EPC

Energy Efficiency Rating – E

NOTES

We understand that the property has the benefit of the remainder of a 999 year lease from 2007. Full details are available within the Legal Pack. Directional Note: Upon entering Blake Street proceed until reaching the entrance to Admiral Blake Court on your right and the property can be found to the rear of the building.

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509.



A two bedroom upgraded holiday bungalow on the ever 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 and readily commutable to the A30/A38 road networks. The site enjoys circa 35 acres of communal gardens and grounds, incorporating fishing lakes, parkland and woodlands. On-site facilities include a golf course, tennis courts, indoor swimming pool with sauna and beauty treatment rooms, games room and restaurants.

DESCRIPTION

A two bedroom holiday bungalow situated on the ever popular Hengar Manor Holiday Park. The bungalow has had the benefit of recent upgrading, enjoys a patio seating area and allocated parking space, along with use of the communal grounds and on-site facilities and amenities. The property is to be sold fully furnished and with any onwards bookings to be transferred.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, inner hallway, two bedrooms and bathroom.

Outside Paved patio seating area, communal gardens and grounds, allocated parking space.

EPC

Energy Efficiency Rating – G

AUCTION VALUER

Wendy Alexander

VIEWING

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



LOT
24

Archbrook Meadow and Land at Arch Brook, Combeinteignhead,
Newton Abbot, Devon TQ12 4RS

***GUIDE PRICE £300,000–£350,000**



A unique opportunity to acquire 5.18ha/12.79 acres of mixed pasture, woodland and ponds, along with stabling, outbuildings and three bedroom caravan in this extremely sought after waterfront location.

LOCATION

Teignharvey is situated on the southern banks of the River Teign between Shaldon and Combeinteignhead, in an area surrounded by rolling countryside and the ever changing scene of the River Teign. Shaldon and Teignmouth have an excellent range of recreational facilities for a variety of water sports and coastal walks as well as local shops and educational facilities.

DESCRIPTION

A unique opportunity to acquire circa 5.18 hectares/12.79 acres of mixed pasture, woodland and ponds in the highly sought after waterside location of Teignharvey. The property has the benefit of 10 stables, some with storage over, a useful range of outbuildings and tack rooms, a former piggery, fields and turnout paddocks, two ponds, a 32' three bedroom caravan and formal gardens with specimen trees and shrubs. All of the fields have the benefit of either a mains water supply or a natural water supply and are ring fenced, with electricity to the buildings currently being supplied via a generator and lpg tank serving the caravan. Directional Note: The entrance to the property is located directly opposite the car park and moorings at Arch Bridge.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday to Friday); Fulfords Teignmouth 01626 770077 (Weekends). ALL VIEWINGS MUST BE ACCOMPANIED.

NOTES

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



LOT
25

Flat 1, 23 Landport Terrace, Portsmouth PO1 2RG

*GUIDE PRICE £75,000+



General view of the building

A one bedroom basement flat with use of a courtyard garden to be sold with vacant possession but recently let for £650pcm/£7,800 pae.

LOCATION

Landport Terrace is a highly sought after location in the city of Portsmouth, being conveniently located for the university, local railway stations, Gunwharf Quay, Clarence Esplanade and Southsea beach.

DESCRIPTION

A one bedroom basement floor flat in the sought after Landport Terrace area of the city, having the benefit of its own private entrance and use of a small rear courtyard. The property is to be sold with vacant possession having previously been let and generating a modest income of £650 pcm/£7,800 pae.

ACCOMMODATION

Ground Floor Steps down to a private entrance giving access to Flat 1: Open plan lounge/kitchen/diner, inner hallway, bedroom and bathroom.

Outside Use of a small rear courtyard.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Morris Dibben 02392 737121 (Weekends).



LOT
26

Land Adjoining Woodbine Cottage, Lamerton, Tavistock, Devon PL19 8RY
*GUIDE PRICE £100,000+



A detached former village hall situated in the highly sought after village of Lamerton.

LOCATION

The highly sought after village of Lamerton is situated circa 3 miles west of the quintessential market town of Tavistock. The village boasts a primary school, church, village hall and sports centre, a garage supplying day to day requirements and the well thought of Blacksmiths Arms. Tavistock in turn offers higher educational facilities, supermarkets and a thriving town centre.

DESCRIPTION

An exciting opportunity to acquire a detached former village hall in the highly sought after village of Lamerton. The property which forms a wonderful part of the village history and features a date plaque of 1933 also has the benefit of an electricity and water supply, bordered by fields on two sides with glorious rural views beyond and enjoys gated access from the road side, providing off road parking for several vehicles and a good sized plot of circa 0.08 hectares/0.19 acres. This sizeable property, currently of non-traditional construction, would lend itself to a variety of uses including perhaps residential development, upon which interested parties must make and rely upon their own planning enquiries of West Devon Borough Council.

ACCOMMODATION

Ground Floor Entrance vestibule with two store rooms off giving access to the ladies and gentlemen's cloakrooms, main hallway, kitchen and boot room.

Outside The property enjoys a good sized, largely level plot, having excellent road frontage and bordering open farmland.

EPC

Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Fulfords Tavistock 01822 616121 (Weekends).

NOTES

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



This property will not be sold prior to auction.

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)

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	
	Recent council tax bill / council rent book	

Signed on behalf of Countrywide Date

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

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

List A – Photographic evidence of Identity

List B – Evidence of Residence

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	

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	
	Recent council tax bill / council rent book	

Signed on behalf of Countrywide Date

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 disappplied 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) lands 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 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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