

Property Auction

Commercial and residential property for sale

Thursday 19th October at 1.00pm

Sandy Park Conference Centre

Sandy Park Way

Exeter EX2 7NN



Auction venue & calendar



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

Exeter Office

Tel: 01395 275691

Auction programme 2017

AUCTION DATES

23 February

27 April

22 June

7 September

19 October

5 December

CLOSING DATES

18 January

30 March

24 May

10 August

20 September

8 November

24 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.



SHEFFIELD



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

Sheffield Office

Tel: 0114 254 1185

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



LLANELLI



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



LIVERPOOL



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 7th September

1	Flat 6, 40 Morrab Road, Penzance, Cornwall TR18 4EX	£41,000
2	Edgcumbe Hotel, Molesworth Road, Stoke, Plymouth PL1 5LZ	£129,000
3	13 Gerston Road, Paignton, Devon TQ4 5DY	£145,000
4	12 New Park Lodges, Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£36,500
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	Available
8	73 Fore Street, Kingskerswell, Newton Abbot, Devon TQ12 5JB	Postponed
9	38 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£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	Available
12	23 Marlborough Street, Plymouth PL1 4AE	Sold Post
13	Penclease House, 13b Clease Road, Camelford, Cornwall PL32 9QX	£250,000
14	Treen, Plympton, Plymouth, Devon PL7 5EB	Postponed
15	4 Ringwood Grove, Weston-Super-Mare, Avon BS23 2UA	Sold Post
16	Grove Cottage, Whitecross, Wadebridge, Cornwall PL27 7JQ	Sold Post
17	Chapel & Cumloden Cottages, Hall & Garages, Somerton, Somerset TA11 6QL	Withdrawn
18	45-47 Torbay Road, Paignton, Devon TQ4 6AD	Withdrawn
19	Flat 6, Sorrento, St. Lukes Road North, Torquay TQ2 5PD	£95,000
20	Ground Floor Flat 18 Church Street, Paignton TQ3 3AF	Unsold
21	79 Wolseley Road, Plymouth PL2 3BL	Unsold
22	The Coach House, 2a Blake Street, Bridgwater, Somerset TA6 3NB	£68,000
23	73 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	Sold Post
24	Archbrook, Teignharvey, Newton Abbot, Devon TQ12 4RS	Unsold
25	Flat 1, 23 Landport Terrace, Portsmouth PO1 2RG	Sold Post
26	Land Adjoining Woodbine Cottage, Lamerton, Tavistock, Devon PL19 8RY	£164,000

Total raised £1.6 million

Now collecting for our next Auction

Tuesday 5th December 2017

Closes 8th November

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 buys at auction

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

1. In the case of an **individual** purchasing at auction, we will require a certified copy of a passport and utility bill.
2. In the case of an **individual acting on behalf of a third party individual**, we will require a certified copy of a passport and recent utility bill from **both parties**.
3. In the case of an **individual acting on behalf of a company** we will require details about the company including ownership information on the ultimate holding company and ultimate beneficial owners of the company, including current addresses and dates of birth.
4. If you are **unable to attend in person** or will be sending us a remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
5. Your ID will be kept on file for 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. **In all cases we will require proof of funds.**

Upon a successful purchase 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 **19th October**

1	54 Merritt Flats, Totnes Road, Paignton, Devon TQ3 3RN	£55,000–£65,000
2	Ground Floor Flat, 14a Wellington Street, Torpoint, Cornwall PL11 2DE	£60,000+
3	88 Main Street, Heamoor, Penzance, Cornwall TR18 3ER	£100,000+
4	Land To The Rear Of 56 Queensway, Hayle, Cornwall TR27 4NL	£275,000+
5	Flat A The Knoll, 10 Barton Road, Torquay TQ1 4DS	£150,000+
6	Flat 1, 6, Whitefield Terrace, Greenbank Road, Plymouth PL4 8NH	£75,000+
7	Treen, Plympton, Plymouth, Devon PL7 5EB	£250,000+
8	20 Poole Road, Upton, Poole, Dorset BH16 5JB	£225,000+
9	124 St. Michaels Road, Paignton, Devon TQ4 5NB	£80,000+
10	22, Upton Towans, Hayle, Cornwall TR27 5BJ	£495,000+
11	21 Parkhurst Road, Torquay TQ1 4EW	£295,000+
12	Upper Floors Of 16, Market Jew Street, Penzance TR18 2TZ	£80,000+
13	73 Fore Street, Kingskerswell, Newton Abbot, Devon TQ12 5JB	£100,000–£150,000
14	Land Nnw Of Mill Row, Truro Road, Lanivet, Bodmin, Cornwall PL30 5ET	£30,000+
15	Archbrook Meadow, Combeinteignhead, Newton Abbot, Devon TQ12 4RS	£295,000+
16	Ground Floor Flat, 18 Church Street, Paignton, Devon TQ3 3AF	£45,000+
17	Four Seasons, 547–549, Babbacombe Road, Torquay TQ1 1HQ	£300,000–£350,000
18	Station House, Molland, South Molton, Devon EX36 3NW	£250,000–£275,000
19	8 Commercial Road, Plymouth PL4 0LE	£90,000+

Now collecting for our next Auction

Tuesday 5th December 2017

Closing 8th November 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 two bedroom first floor freehold flat having recently had the benefit of refurbishment in popular residential area.

LOCATION

Paignton is situated in the heart of the English Riviera between Torquay and Teignmouth. Local facilities and amenities include a comprehensive range of shopping and educational facilities, along with many tourist attractions including a water park, several sandy beaches and a cinema complex. The town is readily accessible by road and has excellent public transport and a railway station.

DESCRIPTION

A two bedroom second floor freehold flat having had the benefit of recent refurbishment throughout. The property offers good sized accommodation, with garden area and free parking available nearby, on a first come first served basis. Situated in a popular residential area of Paignton the property is likely to appeal to owner/occupiers and residential lettings investors. Suitable for cash purchasers only due to being a freehold flat.

ACCOMMODATION

Ground Floor Staircase to the rear of the property giving access to the second floor

Second Floor Flat 54: Sitting room, kitchen, two bedrooms and bathroom.

Outside Garden area and free on street parking on an adhoc basis nearby.

EPC

TBC

AUCTION VALUER

Wendy Alexander

VIEWING

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





A deceptively spacious vacant one bedroom ground floor with garden area and parking space.

LOCATION

Torpoint is a thriving Cornish town offering a wide range of facilities and amenities including schools, shops, supermarkets, banks, public houses and post office, with the comprehensive range of facilities and amenities of Plymouth city centre being readily available via the Torpoint ferry. Torpoint is home to HMS Raleigh, with Antony House, Mount Edgcumbe Country Park and the glorious sandy beaches of the Whitsand Bay coastline all being within a 10 mile radius.

DESCRIPTION

A deceptively spacious, one bedroom, ground floor flat having the benefit of a rear garden area and car parking space, being conveniently situated for Torpoint town centre and the Torpoint Ferry.

ACCOMMODATION

Ground Floor Communal entrance hall, sitting room, bathroom, kitchen/diner, rear lobby giving access to the garden and bathroom.

Outside Garden area to the rear of the property via a shared pathway and a car parking space.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Stratton Creber Torpoint 01752 813189 (Weekends).





A two bedroom end of terrace cottage for refurbishment in a popular village location

LOCATION

Heamoor is a popular village with various amenities close to hand including convenience stores, bakery, fish and chip shop, places of worship, along with primary and secondary schooling. Further comprehensive facilities and amenities are available circa 1 mile in Penzance along with the Promenade, Lido and mainline railway station to London.

DESCRIPTION

A two bedroom, end of terrace cottage requiring refurbishment, situated in the ever popular village location of Heamoor. The property has the benefit of a small enclosed front garden and a rear courtyard garden which would benefit from a programme of formalisation to fully enhance the property.

ACCOMMODATION

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

First Floor Landing, two bedrooms and bathroom.

Outside A small enclosed front garden, with the main courtyard garden area lying to the rear of the property.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

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

LOT
4

Land To The Rear Of 56 Queensway, Hayle, Cornwall TR27 4NL

*GUIDE PRICE £275,000+



An opportunity to acquire a residential building site with planning permission already in place for five x three bedroom detached houses with associated gardens and car parking spaces

LOCATION

Hayle surrounds a beautiful estuary on the edge of St Ives Bay in West Cornwall, circa 5 miles from the south-east of St Ives. The town of Hayle is within easy reach of the A30, the mainline train station and park and ride facilities. It also has a unique landscape setting including the estuary and quite arguably the best beaches in Cornwall. The town offers a comprehensive range of shopping, leisure and schooling facilities, retail and business parks.

DESCRIPTION

An opportunity to acquire a residential building site with planning permission already in place for five x three bedroom detached houses with associated gardens and car parking spaces. A Grant of Conditional Planning Permission was issued by Cornwall Council on the 7th March 2017, under application number PA17/00531, for 'Erection of five dwellings (revised application in relation to PA16/08009), with associated parking and external works. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

Proposed Accommodation
Ground Floors: Entrance hall, open plan lounge/kitchen/diner, cloakroom. **First Floors:** Landing, master bedroom with en-suite shower room, two further bedrooms and bathroom.
Outside: Gardens and car parking for two cars per plot.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide St Ives 01736 797331 (Weekends).





General View of Building

A spacious two bedroom apartment with garage, garden and parking, retaining a wealth of period features and having had the benefit of recent refurbishment.

LOCATION

Barton Road is a favoured location within Torquay conveniently situated for local shops and amenities including the Torre shopping precinct, a selection of educational facilities catering for all ages, local bus routes and train stations.

DESCRIPTION

A two bedroom ground and basement floors freehold apartment forming part of a converted Victorian villa and having the benefit of good sized low maintenance enclosed gardens, a detached garage and additional car parking space. The property retains a wealth of period features and has had the benefit of recent refurbishment works. The main living accommodation is at ground floor level with doors opening out on to the terrace and gardens, with three further cellar rooms below. The apartment is likely to appeal to owner/occupiers, holiday and residential lettings investors and those looking for a second home with perhaps additional holiday lettings.

ACCOMMODATION

Ground Floor Entrance hall, lounge/diner, kitchen, two large bedrooms and a family bathroom.

Cellar Three cellar rooms.

Outside The enclosed gardens are a particular feature of the property with an artificial lawn and patio seating areas giving space to enjoy whilst being of low maintenance.

EPC

Energy Efficiency Rating – G

AUCTION VALUER

Wendy Alexander

VIEWING

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





General View of Building

A vacant two bedroom ground floor flat situated in a popular residential lettings area in proximity of the city centre.

LOCATION

Greenbank Road is a popular residential lettings area having a good selection of local shops and facilities, those of the city centre and Mutley Plain, with excellent public transport links.

DESCRIPTION

A two bedroom ground floor flat requiring refreshment situated within the popular residential lettings area of Greenbank and in proximity of local facilities and amenities, along with those of Plymouth city centre and Mutley Plain.

ACCOMMODATION

Ground Floor Communal entrance hall. Flat 1: Entrance hall, sitting room, kitchen/diner, rear lobby, utility room, bathroom, two bedrooms and office/store room.

Outside Communal rear courtyard.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWINGS

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





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

DESCRIPTION

A truly unique opportunity to acquire a sizeable five bedroom detached house requiring modernisation, enjoying a rural location with views over Elfordleigh Hotel and Country Club golf course.

LOCATION

This highly desirable property lies circa 1 mile from the ancient stannary town of Plympton, with a wide range of local amenities including indoor and outdoor sporting facilities, schools, health care, shops, restaurants, pubs and local community clubs. The nearby city of Plymouth also provides further comprehensive facilities <http://www.visitplymouth.co.uk> with a direct railway link to Paddington and ferries to France and Spain, whilst the Dartmoor National Park and local beaches are all within easy reach. Treen 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

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

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





A three bedroom older style property for modernisation offering the potential subject to requisite consents for conversion.

LOCATION

Poole Road, Upton is ideally situated in proximity of local shops and circa 2.5 miles to Poole Town Centre with its bus and train stations. Upton Country Park is just a short walk away and Hamworthy Park and Beach is less than 2.5 miles away and nearby schools include Upton Infant School, Upton Junior School & Lytchett Minster Secondary School.

DESCRIPTION

A sizeable three bedroom semi detached older style property situated in the favoured location of Upton. The property whilst in need of modernisation offers tremendous potential for the creation of an enviable family home, or the potential for conversion into apartments, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Purbeck Council Planning Department.

ACCOMMODATION

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

First Floor Landing, three bedrooms and bathroom.

Outside Front and rear gardens with on drive parking.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Palmer Snell Upton 01202 622688 (Weekends).





A vacant two bedroom ground floor flat conveniently located for local facilities and amenities.

LOCATION

Located in the St Michael's area of Paignton, with local schools and a convenience store situated nearby. Paignton is situated in the heart of the English Riviera between Torquay and Brixham, with facilities and amenities including a water park, sandy beaches and cinema complex, a comprehensive range of shopping facilities and educational establishments for all ages, with a mainline railway station to London.

DESCRIPTION

A vacant two bedroom ground floor flat conveniently situated for the facilities and amenities of Paignton town centre. The building comprises of two flats both having the benefit of the remainder of a 999 year lease and a joint share of the freehold.

ACCOMMODATION

Ground Floor Entrance porch, lounge/dining room, inner hallway, kitchen, two bedrooms and bathroom.

EPC

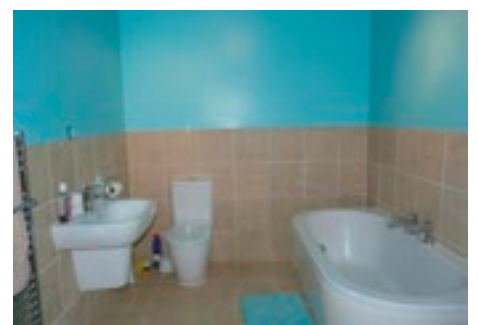
Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

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





Incredibly rare development opportunity with planning permission in place for 8 detached bungalows on site circa 0.52 Ha/1.29 Acres

LOCATION

Situated directly opposite the renowned 'Towans', which extend from the estuary of the River Hayle down to Gwithian beach, offering splendid coastal walks and encompassing three miles of coastal sand dunes and beautiful beaches. The town of Hayle offers a comprehensive range of shopping, leisure and educational facilities with excellent access to the A30.

DESCRIPTION

An incredibly rare opportunity to acquire a stunningly located residential development site having direct access on to The Towans nature reserve, a site of Special Scientific Interest and in turn Gwithian beach, with the site measuring circa 0.52 hectares/1.29 acres. The site has the benefit of planning permission already in place for five x three bedroom bungalows and three x two bedroom bungalows with associated gardens and car parking facilities. This prime development site is offered to the market freehold with vacant possession.

ACCOMMODATION

PROPOSED ACCOMMODATION

Eight detached residential bungalows, five being three bedrooms and three being two bedrooms, with en-suite facilities and open plan living accommodation, garden and car parking facilities.

PLANNING

Grants of Conditional Planning Permission have been issued under the following application numbers: PA15/10169, on the 19th May 2016, for 'Construction of 2 additional dwellings and re-siting of four dwellings approved under application number PA14/11072 – granted on the 26th October 2015 for 'Removal of existing lawful dwellings/ caravans and construction of six dwellings with associated infrastructure. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

NOTES

Measurements have been made using the Promap mapping facility. Interested parties must make and rely upon their own measurements.

TENURE

Freehold with vacant possession

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide St Ives 01736 797331 (Weekends).

EPC

Energy Efficiency Rating – Exempt.





An attractive double fronted three bedroom detached bungalow enjoying a plot size of 0.113 Hectares/0.279 Acres and with potential for further development subject to any requisite consents.

LOCATION

The highly regarded Parkhurst Road is a popular tree lined road within close proximity to Torbay and Mount Stuart Hospitals and within walking distance from a host of Schools. The local squash and cricket clubs are in nearby Barton Road and the town centre is readily accessible. Torquay is set at the heart of the English Riviera and forms the central hub of Torbay, with its beautiful coastline and marina the town remains a popular residential area being readily commutable to both Exeter and Plymouth and tourist destination.

DESCRIPTION

An attractive double fronted three bedroom detached bungalow in the sought after location of Parkhurst Road, enjoying a plot size of 0.113 hectares/0.279 acres. Whilst already offering good sized family accommodation there is also the clear potential, subject to any requisite consents, for further accommodation within the externally accessed cellar area.

ACCOMMODATION

Ground Floor Storm porch, entrance hall, sitting room, dining room, kitchen, utility room, rear lobby, three bedrooms, bathroom and separate wc.

Cellar The cellar runs the full width of the house and has been cleared in readiness for building works to commence.

Outside The property enjoys mature gardens measuring circa 0.113 hectares/0.279 acres, along with on drive parking for several vehicles.

NOTES

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

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWINGS

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





A residential conversion opportunity comprising the upper floors of the building with planning permissions in place for two x one bedroom apartments.

LOCATION

Market Jew Street is the main thoroughfare and trading area of the thriving town of Penzance, in proximity of the sea front with its recently refurbished Lido and Promenade. Penzance has the benefit of a mainline railway station to London and is readily commutable to the A30.

DESCRIPTION

An opportunity to acquire the upper floors of this Grade II listed property, in a town centre location, with planning permissions already in place for two x one bedroom apartments and having the benefit of a communal amenity area to the rear of the property.

ACCOMMODATION

First Floor – Proposed Accommodation Accessed via an external staircase from Bread Street: Landing: Flat 1: Entrance hall, open plan lounge/kitchen/diner, bedroom and bathroom.

Second Floor – Proposed Accommodation Landing: Flat 2: Open plan lounge/kitchen/diner, bedroom and shower room.

Outside Communal amenity area to the rear of the property.

TENURE

We understand that the upper floors are to be furnished with a new 999 year lease subject to a peppercorn rent. Please refer to the legal pack.

EPC

Energy Efficiency Rating – Exempt

PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council on the 30th June 2016, under application number PA16/04050, for 'Alteration and conversion of first and second floors to form two single bedroom flats. Minor changes to external appearance at rear first floor – door opening removed and infilled with new window. Window opening removed, wall lowered to floor level and door inserted.' A Grant of Listed Building Consent was issued under application number PA16/04051 on the 30th June 2016 for 'Listed Building Consent for Alteration and conversion of first and second floors to form two single bedroom flats. Minor changes to external appearance at rear first floor – door opening removed and infilled new window. Window opening removed, wall lowered to floor level and door inserted'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.



AUCTION VALUER

Wendy Alexander

VIEWING

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

LOT
13

73 Fore Street, Kingskerswell, Newton Abbot, Devon TQ12 5JB

*GUIDE PRICE £100,000–£150,000



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.

DESCRIPTION

A charming two bedroom end of terrace thatched character cottage in the sought after location of Kingskerswell. 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).





An opportunity to acquire a residential building plot with planning permission in place for a two bedroom detached house in this popular village location.

LOCATION

The popular village of Lanivet is within easy reach of the A30 and offers a primary school, village shop, public house, play park, chip shop and church, with a comprehensive range of facilities and amenities available in Bodmin circa 3.5 miles to the north east, including educational facilities for all ages, a variety of shops, restaurants and public houses, along with out of town superstores, industrial parks and various supermarkets.

DESCRIPTION

An opportunity to acquire a residential building plot in the popular village of Lanivet with planning permission already in place for a two bedroom, two storey, detached dwelling having the benefit of two car parking spaces and gardens. A Grant of Conditional Planning Permission was issued on the 8th August 2017, under application number PA17/05732, for 'Construction of new dwelling'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

ACCOMMODATION

Ground Floor Proposed Accommodation: Entrance hall, living/dining room, kitchen and wc.

First Floor Proposed Accommodation: Landing, two bedrooms and bathroom.

Outside Garden and car parking spaces for two cars.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Wendy Alexander

VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 7347509 (Monday-Friday); Stratton Creber Bodmin 01208 74422.





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
16

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

*GUIDE PRICE £45,000+



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 two bedroom 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 works in progress and 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

Wendy Alexander

VIEWINGS

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





A unique opportunity to purchase this iconic former hotel for refurbishment with versatile accommodation set over three floors.

LOCATION

Babbacombe Road enjoys views over Torwood Gardens and is in proximity of local tourist attractions including the Torquay Museum, Living Coasts, Dinosaur World and the marina. Torquay is set at the heart of the English Riviera and forms the central hub of Torbay, with its beautiful coastline and sandy beaches the town remains a popular residential area being readily commutable to both Exeter and Plymouth and tourist destination.

DESCRIPTION

A unique opportunity to purchase this iconic former hotel which is now in need of a programme of refurbishment. This sizeable property has accommodation set over three floors, terraced seating area to the front and balcony to the first floor, a small courtyard area to the rear with steps leading up to the detached garage and parking area. The property would lend itself to a variety of uses including the conversion into a number of apartments, subject to any requisite consents, upon which interested parties must make and rely upon their own enquiries of Torbay Council Planning Department.

ACCOMMODATION

Ground Floor Entrance foyer, former bar area, rear hallway with lift to all floors, rooms 1- 6, two wc's, former kitchen, store room, second entrance hall. Half landing to two store rooms.

First Floor Landing, rooms 7 – 31 (four rooms having balcony access), two bathrooms and two wc's.

Second Floor Landing, rooms 32 – 42, store room.

Outside Patio seating terrace to the front of the property with views of Torwood Gardens and sea glimpses, rear courtyard area with steps leading up to the detached garage and car parking area.

NOTES

The floor plan provided is for guidance purposes only as some internal walls may have been removed/adjusted for remedial works to be carried out. viewing is strictly by prior appointment only and at the viewers own risk. A disclaimer form will be required to be signed at the viewing appointment – failure to do so will result in entry being refused. THIS PROPERTY WILL NOT BE SOLD PRIOR TO AUCTION.



EPC

Energy Efficiency Rating – Exempt Council Tax – Disbanded

AUCTION VALUER

Wendy Alexander

VIEWING

BLOCK VIEWINGS STRICTLY BY PRIOR APPOINTMENT ONLY with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Miller Countrywide Torquay 01803 291429 (Weekends).



A detached four bedroom cottage in rural setting requiring modernisation, with one bedroom annex, double garage and outbuildings.

LOCATION

Set on the rural fringes of Exmoor National Park the property is situated circa 4 miles from the market town of South Molton offering a comprehensive range of facilities and amenities including shops, supermarket, health centres and educational facilities, restaurants and public houses, with high speed broadband recently available in the area. The North Devon link road is circa 2 miles giving excellent access to the M5 and a mainline railway station is available at Tiverton.

DESCRIPTION

A unique opportunity to acquire a four bedroom detached house for continued improvement, along with a one bedroom annexed cottage, various outbuildings, large garage with office/storage space over and level gardens set on the rural fringes of Exmoor. The properties were historically the Bishops Nympton and Molland railway station and offer the potential to create a truly enviable family home, a home with income potential, or for multi generation occupancy subject to any requisite consents.

ACCOMMODATION

THE STATION HOUSE

Ground Floor Entrance porch, hallway, sitting room, dining room, kitchen with larder off. **First Floor:** Landing, four bedrooms and bathroom. Attached Garage currently with office/storage space above.

THE COTTAGE

Ground Floor Kitchen, sitting room, bedroom and en-suite shower room. **Outside** Mature gardens with areas of lawn, patio, greenhousing, a range of useful outbuildings and former signal box, platform and pond. On drive parking for several vehicles.

EPC

Energy Efficiency Ratings Station House – G
The Annex – F

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Countrywide Property Auctions 0151 734 7509





A four bedroom mid terrace house requiring modernisation in popular residential area

LOCATION

Commercial Road can be found on the outskirts of Plymouth city centre, in proximity of the Barbican and a short walk from Sutton Harbour where there are also lovely waterside views, bars, restaurants and the Vue Cinema in the Warner Village.

DESCRIPTION

A four bedroom mid terrace house requiring modernisation in this popular residential area, with accommodation arranged over three floors and having the benefit of a rear courtyard garden area to the rear.

ACCOMMODATION

Ground Floor Entrance hall, sitting room, kitchen/diner, rear lobby, shower room.

First Floor Landing and two bedrooms

Second Floor Landing, two bedrooms and cupboard.

Outside A courtyard garden lies to the rear of the property.

EPC

Energy Efficiency Rating – To be confirmed

AUCTION VALUER

Wendy Alexander

VIEWING

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



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

Return address 2 Cotton Street, Liverpool L3 7DY

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

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

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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