

# Property Auction

Commercial and residential property for sale

**Tuesday 5th December 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 2018

### AUCTION DATES

**15th February**

**19th April**

**5th July**

**6th September**

**24th October**

**6th December**

### CLOSING DATES

17th January

21st March

23rd May

8th August

26th September

14th November

## 23 auctions a year at 4 locations

Properties offered across the UK from our partner auction houses.



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

### Sheffield Office

Tel: 0114 254 1185

#### Auction

**22nd February**

**10th May**

**28th June**

**20th September**

**1st November**

#### Closing date

25th January

29th March

7th June

16th August

29th November



Parc y Scarlets  
Llanelli  
SA14 9UZ

### Head Office

Tel: 01267 221554

#### Auction

**7 March**

**9 May**

**18 July**

**26 September**

**28 November**

#### Closing date



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

### Liverpool Office

Tel: 0151 207 6315

#### Auction

**15th February**

**28th March**

**24th May**

**19th July**

**13th September**

**1st November**

**13th December**

#### Closing date

19th January

2nd March

27th April

22nd June

17th August

5th October

16th November

## Our coverage is our strength



# Auctioneer's pre-sale announcements

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

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

# Bidder's registration and identification form

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

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

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

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

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

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

# Order of Sale

Tuesday **5th December**

1	10 Donierts Close, Liskeard, Cornwall PL14 4HS	£80,000+
2	105b Gladstone Street, Swindon SN1 2AX	£78,000+
3	3 Molesworth Road, Stoke, Plymouth PL1 5LZ	£70,000+
4	185 Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY	£15,000+
5	Land at OS Map ref: SS4106NW, near Cookbury, Holsworthy, Devon EX22 7AW	£4,000+
6	Sandpipers, Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ	£400,000–£450,000
7	Hillview Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ	£225,000–£250,000
8	Land rear of The Haven, Hawkes Point, Carbis Bay, St. Ives TR26 2NY	£500,000+
9	Land known as Leat Cottage, Ashbrittle, Wellington, Somerset TA21 0LH	£50,000+
10	18 Fore Street, St. Columb, Cornwall TR9 6RH	£145,000+
11	6 College Street, Camborne, Cornwall TR14 7LE	£100,000+
12	Ground Floor Flat, 14a Wellington Street, Torpoint, Cornwall PL11 2DE	£60,000+
13	19a Palace Avenue, Paignton, Devon TQ3 3EF	£85,000–£95,000
14	11 Barcombe Road, Preston, Paignton, Devon TQ3 1PZ	£125,000–£150,000
15	Flat 3 20 Regent Street, Dawlish, Devon EX7 9LE	£60,000+
16	2 Brisbane Terrace, Liskeard, Cornwall PL14 4DJ	£135,000+
17	21 Parkhurst Road, Torquay TQ1 4EW	£280,000+
18	The Studio, Mount Pleasant Road, Torquay, Devon TQ1 1LQ	£60,000–£70,000
19	124 St. Michaels Road, Paignton, Devon TQ4 5NB	£75,000+
20	2 New North Road & 2 Rosebery Road, Exmouth, Devon EX8 1RU	£150,000–£175,000
21	Flat 2, 22 Benbow Street, Plymouth PL2 1BX	£42,500+
22	31 Northfield Road, Okehampton, Devon EX20 1BB	£125,000+
23	14 Stoke Gabriel Road, Galmpton, Brixham, Devon TQ5 0NQ	£140,000–£160,000
24	1 Beaconsfield Terrace, Bodmin, Cornwall PL31 1JY	£100,000+
25	Flat 2, 10 Queens Gate, Lipson, Plymouth PL4 7PW	£135,000+
26	Rainbow Cottage, Court Cocking, St. Ives, Cornwall TR26 1HQ	£195,000+
27	Ivy Cottage, St Columb Road, St. Columb, Cornwall TR9 6QR	£150,000–£175,000
28	The Cabin, Steep Hill, Maidencombe, Torquay TQ1 4TS	£100,000–£150,000
29	10 and 12 Station Road, Bere Alston, Yelverton, Devon PL20 7EJ	£100,000+
30	131 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£20,000–£25,000
31	The Staplegrove Inn, 206 Staplegrove Road, Taunton, Somerset TA2 6AL	£150,000–£200,000

## Now collecting for our next Auction

### Thursday 15th February 2018

### Closing 17th January 2018

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

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



LOT  
1

10 Donierts Close, Liskeard, Cornwall PL14 4HS

\*GUIDE PRICE £80,000+



A two bedroom detached bungalow requiring refurbishment in popular residential location.

#### LOCATION

Donierts Close is situated on the immediate fringes of Liskeard town centre which offers a comprehensive range of shopping, educational and recreational facilities, having excellent public transport links including a mainline railway station to Paddington and being readily commutable to the A38/A30 road network.

#### DESCRIPTION

A two bedroom detached bungalow requiring refurbishment situated in a sought after cul-de-sac location on the edge of Liskeard town centre. The property enjoys mature lawned gardens, leading down to the parking area, which would benefit from formalisation to further enhance the property.

#### ACCOMMODATION

**Ground Floor** Storm porch, entrance hall, lounge, kitchen with rear porch off, two bedrooms, bathroom and separate WC.

**Outside** Mature lawned gardens for formalisation and a block built outbuilding.

#### NOTE

The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

#### EPC

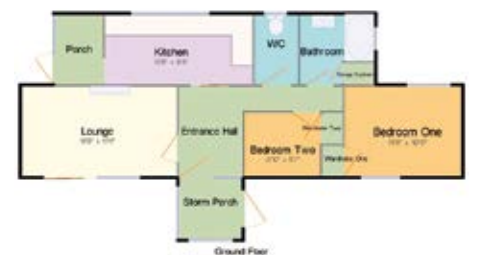
Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Stratton Creber Liskeard 01579 343561 (weekends).





LOT  
2

105b Gladstone Street, Swindon SN1 2AX

\*GUIDE PRICE £78,000+

A one bedroom ground floor apartment having had the benefit of recent modernisation and being conveniently situated for Swindon town centre.

#### LOCATION

Swindon town centre offers a comprehensive range of shopping, recreational and educational facilities, with the benefit of the Great Western mainline railway link to London.

#### DESCRIPTION

A recently refurbished one bedroom ground floor apartment, having the benefit of an allocated parking space, being conveniently located for Swindon town centre, bus station and the mainline railway station to London and readily commutable to the M4 and A419. The property is likely to appeal to residential lettings investors and owner/occupiers.

#### ACCOMMODATION

**Ground Floor** Lounge/diner, kitchen, bedroom and bathroom.

**Outside** Allocated parking space.

#### EPC

Energy Efficiency Rating – D



#### AUCTION VALUER

Tony Webber

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Taylors Swindon 01793 611984 (weekends).

LOT  
3

3 Molesworth Road, Stoke, Plymouth PL1 5LZ

\*GUIDE PRICE £70,000+

A sizeable five letting room/ four bedroom maisonette conveniently situated for Stoke village.

#### LOCATION

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

#### DESCRIPTION

A sizeable five letting room/four bedroom maisonette, along with the freehold interest, with accommodation arranged over three floors, being conveniently situated for the facilities and amenities of Stoke village. Whilst the property has proven in the past to be a successful room by room lettings venture it would also lend itself, subject to any requisite consents, to reconfiguration back into a single residential dwelling.

#### ACCOMMODATION

**Ground Floor** Entrance hall.

**First Floor** Landing, kitchen/diner, three letting rooms, shower room and separate WC.

**Second Floor** Landing, two further letting rooms.



#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide Plymouth 01752 668242 (weekends).



**LOT  
4****185 Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY****\*GUIDE PRICE £15,000+**

A two bedroom detached holiday chalet conveniently located in proximity of the north Cornwall coastline.

**LOCATION**

Atlantic bays is situated circa 1 mile from the village of St Merryn and circa 3 miles from the picturesque and popular harbour town of Padstow, in proximity of the North Cornwall Coastline referred to locally as '7 bays for 7 days' given the nearby beaches of Porthcothan, Constantine, Mother Iveys, Boobys, Harlyn, Trevone and Treyarnon.

**DESCRIPTION**

A two bedroom detached holiday chalet on Atlantic Bays Holiday Park, with on-site facilities including The Conservatory Bar, a shop catering for day to day requirements, launderette, games room and children's play area. Further facilities and amenities are available from St Merryn circa 1 mile and Padstow.

**ACCOMMODATION**

**Ground Floor** Living room, inner hallway, kitchen, two bedrooms and bathroom.

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

**EPC**

Energy Efficiency Rating – Exempt

**AUCTION VALUER**

Wendy Alexander

**VIEWING**

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Stratton Creber Padstow 01841 532230 (weekends).

**LOT  
5****Land at OS Map ref: SS4106NW, near Cookbury, Holsworthy, Devon EX22 7AW****\*GUIDE PRICE £4,000+**

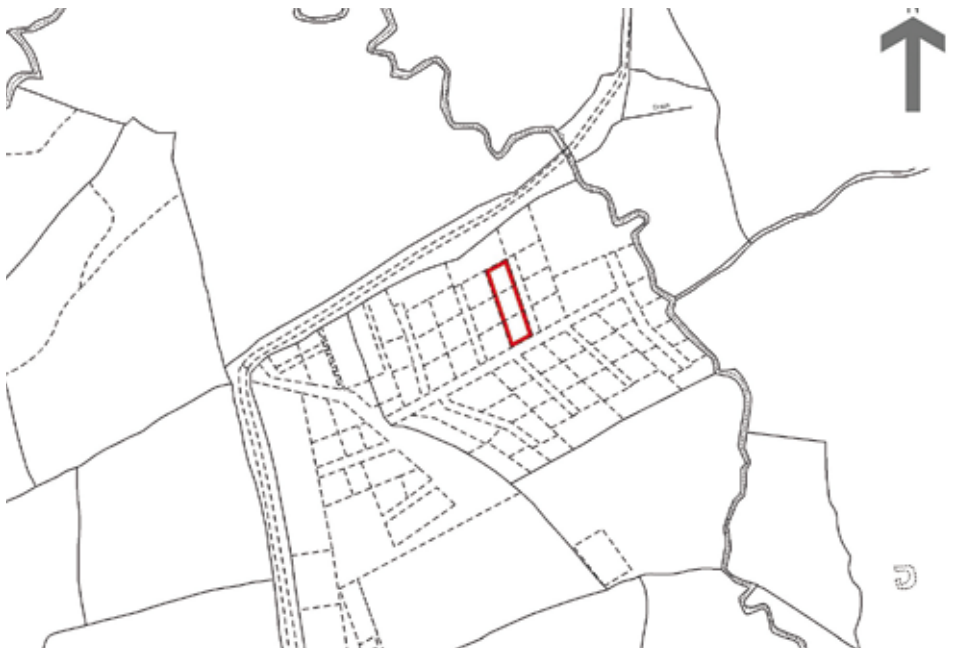
A parcel of fenced grass land comprising plots 90, 91 and 92, forming part of a large field divided into similar sized plots.

**DESCRIPTION**

A parcel of freehold fenced and grassed agricultural land comprising three plots (90, 91 & 92) forming part of a large field divided into similar sized plots. The land is situated circa 1 mile from the village of Cookbury and enjoys rural and woodland views over the surrounding countryside, perhaps offering the potential for occasional recreational use and the opportunity to acquire your own parcel of rural Devon.

**NOTE**

The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

**EPC**

Energy Efficiency Rating – Exempt

**AUCTION VALUER**

Wendy Alexander

**VIEWING**

At any reasonable time and at the viewer's own risk.





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

#### LOCATION

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

#### DESCRIPTION

Sandpipers is a stunningly located, spacious, detached chalet style bungalow set on a plot measuring c. 2.5 hectares/6.2 acres. The property has unique features including an attractive eyebrow style window in the roof. Works have been carried out to update the ground floor of the building, currently providing comfortable two bedroom living accommodation, which may benefit from some further updating. The first floor still requires

a programme of works in order to create two further bedrooms and a second bathroom. Currently the property consists of lounge, dining room, kitchen and utility, bathroom, two bedrooms and workshop/office to the ground floor. The upstairs of the property is a works in progress and requires completion, but offers the potential for spacious accommodation with a balcony giving fabulous views to Dorchester Hills. Below the property is a large cellar which can be accessed via a hatch in the hallway and also externally. To the front and side are beautifully well stocked mature gardens that have been well tended over the years with a green house, storage sheds and garage. The adjacent land offers hard standing with potential for stabling, garages or barns, subject to any requisite consents, the larger part of the land consists of agricultural land and woodland.

#### ACCOMMODATION

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



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

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





**Gardens and Land** Gardens to the side are beautifully well stocked mature gardens that have been well tended over the years, with green house and storage sheds. The adjacent land also offers hard standing for potential stabling, garages or barns, subject to any requisite consents, with the larger part of the land consisting of agricultural land and woodland.

#### NOTE

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

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (Monday to Friday); Palmer Snell Yeovil 01935 642000 (Weekends).







A three bedroom detached bungalow requiring modernisation in this highly sought after rural location with glorious views over the surrounding countryside to Dorchester hills.

#### LOCATION

Halstock is a rural hamlet on the outskirts of Yeovil, conveniently located for the A303 giving access to London, Exeter and the South West. The M5 can be accessed from junction 25 at Taunton and there are mainline railway stations at nearby Stoford to Waterloo and an intercity 125 link from Castle Cary to Paddington, with airports available at Bristol and Exeter.

#### DESCRIPTION

A superbly situated three bedroom detached bungalow requiring modernisation. Hillview, as its name implies, enjoys far reaching glorious panoramic views over the surrounding orchards and countryside to the Dorchester Hills beyond and enjoys a plot size of 0.1 hectares/0.25 acres, with useful outbuildings and greenhousing and offers the potential for further extension/redevelopment subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of West Dorset District Council Planning Department.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, three bedrooms, steps down to dining room, lounge

with doors into lean to conservatory, kitchen with rear utility porch off, bathroom.

**Outside** Mature garden areas being mainly laid to lawn with fruit trees, useful outbuildings and greenhousing, along with on drive parking.

#### NOTE

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

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (Monday to Friday), Palmer Snell Yeovil 01935 250235 (Weekends).







A stunningly located unique building plot with planning permission in place for a four bedroom detached contemporary residence with panoramic sea views.

#### LOCATION

The highly sought after village of Carbis Bay lies circa 2km south east of St Ives on the west side of St Ives Bay and its glorious sandy beaches. Nearby St Ives offers a wealth of shops, restaurants, galleries and harbour side cafes with both locations being on the branch line which links to the mainline railway service to London and are readily commutable to the A30 road network.

#### DESCRIPTION

A stunningly located unique building plot with planning permission already in place for a four bedroom detached contemporary residence with panoramic sea views. This unique property will become one of only 5 residential properties on Hawkes point and will also have the benefit of a parking space nearby as shown on the location plan.

#### PROPOSED ACCOMMODATION

**Ground Floor** Entrance hall, master bedroom with en-suite bathroom and dressing area, two further en-suite bedrooms, family bathroom, snug and utility room.

**First Floor** Landing, open plan lounge/kitchen/diner opening out on to the terrace, en-suite bedroom four and cloakroom.

**Outside** Generous mature gardens offering panoramic views over the headlands and coastline. A single parking space as identified on the location plan.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department, under application number PA15/01271, on the 2nd April 2015, for 'Proposed new dwelling and associated works (previously approved under PA12/04280). Interested parties must make and rely upon their own planning enquiries of Cornwall Council.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide St Ives 01736 797331 (weekends).







An interesting opportunity to acquire a parcel of woodland along with the remains of a former cottage totalling circa 1.79 hectares/4.43 acres enjoying a rural setting on the outskirts of the village.

#### DESCRIPTION

An interesting opportunity to acquire a parcel of land comprising of a wooded valley with a stream running through its length and a spring for water, along with the remains of a former cottage with a partly erected extension, with the whole totalling circa 1.79 hectares/4.43 acres. The property enjoys a rural setting, accessed from Heniton Hill on the outskirts of the village of Ashbrittle and has the benefit of an electricity pole within proximity of the building, for which a wayleave payment is made. The woodland, which would benefit from a programme of regeneration, is likely to appeal to hobby coppices and for occasional recreational camping as is, with the potential perhaps in the future for the recreation of the former dwelling upon which interested parties must make and rely upon their own planning enquiries of Taunton Deane Borough Council Planning Department.

#### LOCATION

The village of Ashbrittle is situated in a rural, yet accessible, location close to the Somerset/Devon border with a village hall and green and ancient church. The villages of Appley and Stawley lie within 2 miles with a primary school, church and public house/restaurant.

The nearby town of Wellington is circa 7 miles and offers a comprehensive range of facilities and amenities including supermarket and independent shops, whilst the county town of Taunton and the cathedral city of Exeter offer a greater range of shops, amenities, sixth form Colleges and Exeter University. The M5 is readily accessible at Wellington and Tiverton, providing links to Cornwall to the south, Bristol and London to the north and east. There are regular rail services to London Paddington from Taunton and Tiverton, and Exeter International Airport provides a number of domestic and international flights.

#### DIRECTIONAL NOTE

The property can be located on the right hand side of the lane, situated to the left of Burrow Farm Cottage.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

At any reasonable time and at the viewers own risk. To register your interest and for



further information please contact Countrywide Property Auctions 01395 275691 (weekdays); Palmer Snell Taunton 01823 617009 (weekends).





A Grade II listed 3/4 bedroom, 2/3 reception room mid terrace character cottage situated in the heart of the popular market town of St Columb.

#### LOCATION

The historic market town of St Columb enjoys a thriving community and has a range of shops and a supermarket catering for day to day needs, a primary school and church. St Columb is situated circa 3 miles from Newquay Airport and 4 miles to the nearest beach at Mawgan Porth, being readily commutable to the A39/ A30 road networks, being equidistant of circa 8 miles from Newquay, Padstow and Wadebridge all offering a more comprehensive range of leisure, educational and shopping facilities.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide Wadebridge 01208 812117 (weekends).

#### DESCRIPTION

A Grade II listed mid terrace character cottage situated in the heart of the popular market town of St Columb. This versatile property offers good sized accommodation with 2/3 reception rooms on the ground floor and 3 bedrooms plus an office on the first floor, a rear courtyard garden and is within a level walk of the town centre and primary school.

#### ACCOMMODATION

**Ground Floor** Entrance hall, lounge, living room, dining room, kitchen and shower room.

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

**Outside** There is a courtyard style garden to the rear of the property.







A three bedroom mid terrace character cottage requiring modernisation and being conveniently situated for the town centre facilities and amenities.

#### LOCATION

College Street is situated on the approach to Camborne Town Centre and is therefore a short walk from all amenities. There is an extensive range of High Street retailers including an Aldi Supermarket nearby. Camborne benefits from a mainline railway station offering a direct link to London Paddington.

#### DESCRIPTION

A spacious double fronted cottage retaining many character features and requiring updating throughout. Situated just off the town centre and for sale with no onward chain. Benefits include majority uPVC double glazing, gas fires and cottage style gardens.

#### ACCOMMODATION

**Ground Floor** Sitting room, dining room, kitchen, rear lobby, porch and bathroom.

**First Floor** Landing and three bedrooms.

**Outside** Front and rear cottage style gardens which would benefit from formalisation to fully enhance the property.



#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays), Miller Countrywide Camborne 01209 710303 (weekends).



LOT  
12

## Ground Floor Flat, 14a Wellington Street, Torpoint, Cornwall PL11 2DE

\*GUIDE PRICE £60,000+

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 Edgcombe 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 01395 275691 (weekdays); Stratton Creber Torpoint 01752 813189 (weekends).

LOT  
13

## 19a Palace Avenue, Paignton, Devon TQ3 3EF

\*GUIDE PRICE £85,000–£95,000

A two bedroom first floor apartment in a town centre location with a garden area.

### LOCATION

Paignton is situated in the heart of the English Riviera between Torquay and Brixham. Local amenities include a water park, sandy beaches and cinema complex, with a comprehensive range of shopping and leisure facilities, health and educational facilities, with excellent public transport services, including a mainline railway station and readily commutable to the M5.

### DESCRIPTION

A two bedroom first floor apartment situated in the heart of Paignton town centre, having the benefit of front and rear communal entrances and its own garden area to the rear of the property. The property is conveniently situated for all of the town centre facilities, public transport and mainline railway station.

### ACCOMMODATION

**Ground Floor** Communal front and rear entrances giving access to all floors.

**First Floor** Flat 2: Entrance hall, lounge/diner, kitchen, two bedrooms, bathroom and separate cloakroom.

**Outside** Rear garden area.



### EPC

Energy Efficiency Rating – C

### AUCTION VALUER

Wendy Alexander

### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (Monday to Friday); Fulfords Paignton 01803 527523 (weekends).



LOT  
14

11 Barcombe Road, Preston, Paignton, Devon TQ3 1PZ

\*GUIDE PRICE £125,000–£150,000



A three bedroom detached dormer bungalow requiring refurbishment situated in the highly sought after Preston area of Paignton.

#### LOCATION

Situated in the popular residential area of Barcombe Road, in the favoured suburb of Preston and is conveniently situated for the catchment area of Oldway Primary School, with local facilities and amenities including supermarkets, doctors surgery, restaurants and good transport links by bus to the nearby towns.

#### DESCRIPTION

A three bedroom detached dormer bungalow situated in the highly sought after Preston area of Paignton and within the Oldway Primary School catchment area. The bungalow whilst in need of a comprehensive programme of refurbishment offers tremendous potential and has the benefit of good sized front and rear gardens, which would benefit from a programme of formalisation to fully enhance the property, along with an integral garage and additional on drive parking.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, kitchen with rear porch off, two bedrooms, bathroom and separate WC.

**First Floor** Landing, bedroom three and under eaves storage.



**Outside** Integral garage and additional on drive parking. Outside balcony leading to the front area with an accompanying sea view. Good sized front and rear gardens requiring formalisation.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Paignton 01803 527523 (weekends).





**LOT  
15****Flat 3 20 Regent Street, Dawlish, Devon EX7 9LE****\*GUIDE PRICE £60,000+**

General view of building



A two bedroom first floor flat with balcony situated in proximity of the town centre, currently let and generating £550 pcm/£6,600pae.

**LOCATION**

The popular seaside town of Dawlish is situated on the South Devon coastline, with its sandy beaches, Victorian band stand, bowling green, comprehensive shopping and leisure facilities with excellent road and rail links to Exeter and the M5.

**DESCRIPTION**

A two bedroom first floor flat with balcony conveniently situated for the town centre of the popular seaside town of Dawlish with its sandy beach and mainline railway station. The property is to be sold subject to an assured shorthold tenancy agreement and currently generating a rental income of £550 pcm/£6,600 pae.

**ACCOMMODATION**

**Ground Floor** Communal entrance hall with staircase rising to the first floor.

**First Floor** Landing. Flat 2: Entrance hall, landing and inner hallway, sitting room with balcony off, kitchen, two bedrooms, bathroom and separate WC.

**TENURE**

Leasehold with a share of the freehold and subject to any tenancies which may be in place.

**EPC**

Energy Efficiency Rating – G

**AUCTION VALUER**

Wendy Alexander

**VIEWING**

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (Monday–Friday); Fulfords Dawlish 01626 863140 (Weekends).

**NOTE**

We understand from our vendor that recent improvement works to the insulation have been carried out.





LOT  
16

2 Brisbane Terrace, Liskeard, Cornwall PL14 4DJ  
\*GUIDE PRICE £135,000+



A three bedroom mid terrace property with additional loft room and gardens conveniently located for the town centre and railway station.

#### DESCRIPTION

A deceptively spacious three bedroom mid terrace house with an additional loft room and the benefit of front and rear gardens. The property is conveniently located for the town centre facilities and amenities, the mainline railway station and the A38/A30 road network.

#### LOCATION

Brisbane Terrace is accessed from the public footpath behind Rapsons car park and is conveniently situated for Liskeard town centre facilities and amenities, including a comprehensive range of shopping, leisure and educational facilities including the mainline railway station to London.

#### ACCOMMODATION

**Ground Floor** Utility area, kitchen, dining room, lounge and conservatory.

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

**Outside** Front and rear garden areas with a useful storage facility.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander



#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide Liskeard 01579 346400.







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.

#### 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.

#### 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.

#### 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.

#### NOTE

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

#### VIEWING

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



**LOT  
18****The Studio, Mount Pleasant Road, Torquay, Devon TQ1 1LQ****\*GUIDE PRICE £60,000–£70,000**

A residential lettings opportunity comprising of a bungalow style one bedroom flat, currently let and generating an income of £450 pcm/£5,400 pae.

**LOCATION**

Torquay is located on the South Devon coast alongside the Torbay towns of Paignton and Brixham. Local amenities include sandy beaches, a bowling alley, as well as a busy harbour district with restaurants and bars.

**DESCRIPTION**

A residential lettings opportunity comprising of a bungalow style one bedroom flat, currently let and generating an income of £450 pcm/£5,400 pae. The property is located within walking distance to the main town centre of Torquay.

**ACCOMMODATION**

**Ground Floor** Entrance hallway, lounge with kitchen off, bedroom and shower room.

**EPC**

Energy Efficiency Rating – D

**AUCTION VALUER**

Lucy Fuller

**VIEWING**

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide Torquay 01803 291429 (weekends).

**LOT  
19****124 St. Michaels Road, Paignton, Devon TQ4 5NB****\*GUIDE PRICE £75,000+**

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).



A residential conversion opportunity with planning permission already in place for a three bedroom end of terrace house in the popular colonies area of Exmouth.

#### LOCATION

The Colonies is a popular residential area in the sought after coastal town of Exmouth, surrounded by beautiful Devon countryside and circa twelve miles by road and rail from the Cathedral city of Exeter, with its intercity railway station, airport and access to the M5 motorway. Exmouth boasts over three miles of golden sands and is popular for fishing, sailing and water skiing. The town also has a comprehensive range of shops and restaurants, schools catering for all ages, a sports centre, swimming pool and various other amenities.

#### DESCRIPTION

An opportunity to acquire a former corner shop premises and maisonette comprising of 2 New North Road and 2 Rosebery Road situated in the popular 'Colonies' area of Exmouth. The property has the benefit of a Grant of Conditional Planning Permission already in place for conversion into a three bedroom end of terrace house with an enclosed courtyard garden.

#### PROPOSED ACCOMMODATION

**Ground Floor:** Entrance hall, dining room, living room, kitchen and shower room.

**First Floor:** Landing, three bedrooms and shower room.

**Outside:** Enclosed courtyard garden.

#### PLANNING

A Grant of Conditional Planning Permission was issued by East Devon District Council on the 27th October 2017, under application number 17/2216/FUL for 'Change of use of corner shop to residential (as part of existing dwelling) and associated alterations to elevations. Interested parties must make and rely upon their own planning enquiries of East Devon District Council Planning Authority.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Exmouth 01395 273757 (weekends).





A nicely presented vacant studio apartment in a convenient residential location and with the benefit of an allocated parking space, having been previously let at £400 pcm/£4,800 pae.

#### LOCATION

Benbow Street is located within the popular and highly sought after area of Stoke with an excellent range of local facilities in nearby Stoke Village which has a wide variety of high quality local independent shops, leisure and educational facilities, along with regular public transport to the city centre via either bus or train.

#### DESCRIPTION

A nicely presented vacant studio apartment with an allocated parking space, conveniently situated in Stoke and in proximity of the facilities and amenities of Stoke village, along with those of the city centre beyond and readily accessible via local bus and train services. The property is likely to appeal to both owner/occupiers and residential lettings investors having previously been generating a rental income of £400 pcm/£4,800 pae.

#### ACCOMMODATION

**Flat 2** Entrance hall, kitchen, open plan living/bedroom, shower room.

#### EPC

Energy Efficiency Rating – E



#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Drake Circus 01752 223355 (weekends).







An ideal residential lettings opportunity comprising a one bedroom ground floor flat and first and second floors maisonette, with parking and conveniently located for Okehampton town centre.

#### LOCATION

The market town of Okehampton is situated on the Northern fringes of the Dartmoor National Park. Within the town there are a comprehensive range of shops and supermarket, including a Victorian shopping arcade, schooling for all ages, leisure facilities and hospital.

#### DESCRIPTION

An ideal residential lettings opportunity comprising a one bedroom ground floor flat and a first and second floors maisonette, both with the benefit of parking and being conveniently situated for the facilities and amenities of Okehampton town centre.

#### ACCOMMODATION

**Ground Floor Flat** Lounge/diner, kitchen, utility room, bedroom and shower room.

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

**First Floor** Landing, sitting room, kitchen, family bathroom and additional shower room.

**Second Floor** Landing and two bedrooms.

**Outside** Parking can be found to the rear of the property.



#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Okehampton 01837 658560 (weekends).



LOT  
23

14 Stoke Gabriel Road, Galmpton, Brixham, Devon TQ5 0NQ

\*GUIDE PRICE £140,000–£160,000



A three bedroom mid terrace cottage requiring upgrading in the popular village of Galmpton.

#### LOCATION

Galmpton is a picturesque village located between the main fishing town of Brixham and the popular tourist area of Paignton, along the South Devon Coast. The village is famed for Greenway House being in close proximity, which is the former holiday home of Agatha Christie. Transport links to Devon cities such as Plymouth and Exeter can be found in Paignton

#### DESCRIPTION

A three bedroom terraced cottage requiring some updating. Extended kitchen area at the rear with a utility section and added shower room. The property will likely appeal to buy to let investors wishing to upgrade it internally and let out on a residential let basis.

#### ACCOMMODATION

**Ground Floor** Entrance hallway, stairs to the first floor, lounge, dining room, kitchen, cloakroom/utility area and shower room.

**First Floor** Three bedrooms and a family bathroom.

**Outside** Front garden (shared pathway with the neighbouring property to access the front door). Rear garden with purpose built brick storage shed with tiered areas including fruit bearing trees.



#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Countrywide Property Auction 01395 275691 (weekdays); Miller Torquay 01803 291429 (weekends).



LOT  
**24**

1 Beaconsfield Terrace, Bodmin, Cornwall PL31 1JY

**\*GUIDE PRICE £100,000+**



A deceptively spacious four bedroom, three reception room end of terrace property having had the benefit of recent upgrading.

#### LOCATION

Beaconsfield Terrace is conveniently situated for Bodmin town centre and its comprehensive range of shopping, leisure and educational facilities, along with the local hospital, supermarkets and out of town retail parks, Bodmin Parkway railway station and the A30/A38 road network.

#### DESCRIPTION

A deceptively spacious three reception room, four bedroom, end of terrace house which has had the benefit of recent upgrading and is offered to the market ready for owner occupation or residential letting. The property enjoys far reaching views from the upper floors on the front elevation over the townscape to the countryside beyond and has the benefit of a rear garden being mainly laid to lawn.

#### ACCOMMODATION

**Ground Floor** Entrance hall, lounge, dining room, study, kitchen and bathroom.

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

**Second Floor** Master bedroom with dressing room off.

**Outside** A good sized rear garden being mainly laid to lawn.



#### EPC

Energy Efficiency Rating – E

#### NOTE

Due to a small single skin ground floor extension to the rear this property is suitable for cash purchasers only.

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Stratton Creber Bodmin 01208 74422 (weekends).





LOT  
25

Flat 2, 10 Queens Gate, Lipson, Plymouth PL4 7PW  
\*GUIDE PRICE £135,000+



A two bedroom ground floor apartment with allocated parking space and views to Plymouth Sound.

#### DESCRIPTION

A two bedroom ground floor apartment situated in the prestigious Queensgate development, with private gated access to the development and stunning views over Freedom Fields Park to Plymouth Sound beyond. The apartment has the benefit of an allocated parking space, open plan living accommodation and the master bedroom having an en-suite shower room.

#### ACCOMMODATION

**Ground Floor** Communal vestibule and entrance hall.

**Apartment Two** Entrance hall, open plan lounge/kitchen/diner, master bedroom with en-suite shower room, second bedroom and bathroom.

**Outside** Allocated car parking space.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander



#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Drake Circus 01752 223355 (weekends).



LOT  
26

Rainbow Cottage, Court Cocking, St. Ives, Cornwall TR26 1HQ

\*GUIDE PRICE £195,000+



A charming two/three bedroom character cottage situated in proximity of the harbour front and town centre in the highly sought after St. Ives.

#### LOCATION

St Ives is a vibrant coastal town with an excellent range of shopping and leisure facilities, art galleries and restaurants, along with glorious sandy beaches and harbour. The town is readily accessible to the A30, with local bus and train services, linking to the mainline service to Paddington.



#### DESCRIPTION

A charming two/three bedroom character cottage being conveniently situated in close proximity of the harbour front and St Ives town centre, offering a wonderful opportunity to acquire a seaside property in this highly sought after location.

#### ACCOMMODATION

**Ground Floor** Kitchen and sitting room.

**First Floor** Two bedrooms and bathroom

**Second Floor** Attic room with useful storage room off.

#### EPC

Energy Efficiency Rating – G

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide St Ives 01736 797331 (weekends).







A rare opportunity to acquire a detached bungalow requiring renovation, enjoying a tucked away location on the fringes of this popular village, with gardens and paddock totalling circa 0.67 hectares/1.66 acres.

#### LOCATION

The popular village of St Columb Road offers a range of facilities catering for day to day needs including a Co-Op supermarket and village pub. The doctor's surgery is nearby along with a wider range of shops and facilities shared with the neighbouring villages of Fraddon and Indian Queens. These include a Primary School, Chinese and Fish & Chip restaurants/take-away and Queens Garage with general store. Approximately 1 mile away in Fraddon there is a Next store and a Marks & Spencer store is in the process of being built, giving easy access to the A30 and being readily commutable to Newquay circa 7 miles and Truro circa 14 miles distant.

#### DESCRIPTION

A rare opportunity to acquire a detached two bedroom bungalow requiring renovation, enjoying a tucked away location on the fringes of this popular village, with gardens and a paddock totalling circa 0.67 hectares/1.66 acres. Given the large gardens and available space some may wish to explore the possibility of demolishing and replacing the existing dwelling upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning

Department. **Strictly block viewings only on the 18th & 25th November 12pm–2pm. Entry will not be permitted outside of these times.**

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room, dining room, kitchenette, two bedrooms, rear utility porch and bathroom.

**Outside** The gardens are a particular feature of the property comprising of two large linked areas of lawn, vegetable garden, greenhousing and a range of useful outbuildings, with the paddock and stable being situated beyond.

#### NOTE

**This property will not be sold prior to auction and all viewings must be accompanied.** Measurements have been made using the Promap Mapping Facility. Interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

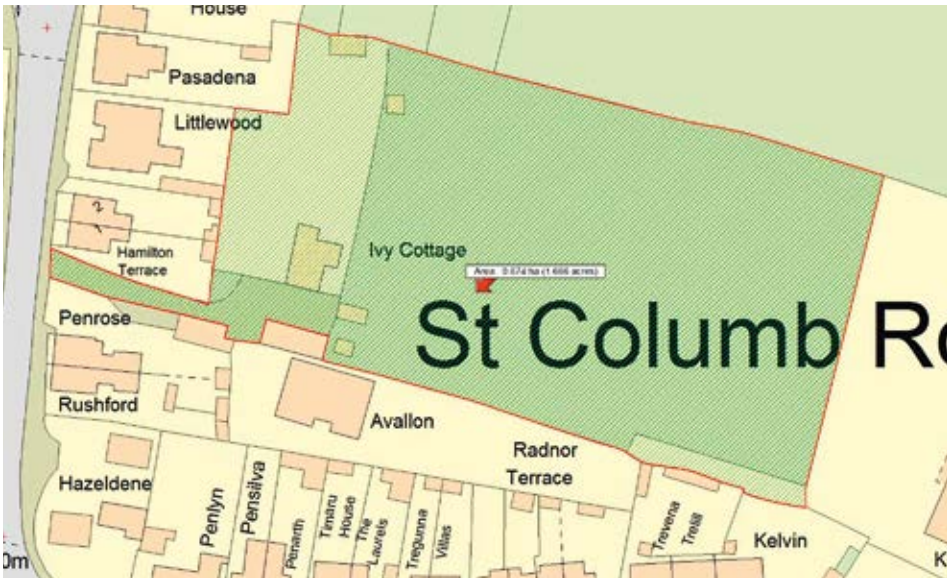
Wendy Alexander

#### VIEWING

**Strictly block viewings only on the 18th & 25th November 12pm–2pm. Entry will not be permitted outside of these times.**

For further information and to register your interest please call Countrywide Property Auctions 01395 275691 (weekdays); Miller Countrywide Newquay 01637 871242. (weekends).









Available to the market for the first time since the 1920s this superbly situated freehold chalet bungalow standing in a plot size of 0.18 hectares/0.45 acres with glorious uninterrupted views across the headlands to Lyme Bay.

#### LOCATION

Maidencombe is a very pretty Devonshire coastal village skirted by woodland and open countryside. The sandy beach is cloaked by dramatic red sandstone cliffs, and there are thatched cottages, winding lanes and coastal paths to enjoy. Why not try the family-run Thatched Tavern a popular pub for locals and only 300 yards from the beach. If shopping is desired a few miles will find Torquay, offering a comprehensive range of shopping and leisure facilities.

#### DESCRIPTION

A truly unique opportunity to acquire a three bedroom detached freehold chalet bungalow, enjoying a superb cliff top location, with glorious headland and sea views of Babbacombe Bay and a plot size of 0.18 hectares/0.452 acres. The property was constructed in the 1920's and has been in the same family ownership since. Whilst The Cabin would benefit from a programme of modernisation, others may seek the opportunity perhaps for a replacement dwelling, upon which interested parties must make and rely upon their own planning enquiries of Torbay Council Planning Department.

#### ACCOMMODATION

**Ground Floor** Lounge/diner, kitchen with scullery off and walk in larder, three bedrooms.

**Outside** To the rear of the property is a veranda and one store room, with various outbuildings including a raised hut housing the composting toilet, with gardens of circa 0.45 acres.

#### EPC

Energy Efficiency Rating – TBC

#### NOTE

Measurements have been taken 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.

#### AUCTION VALUER

Wendy Alexander

#### NOTE

**This property will not be sold prior to auction.**

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Teignmouth 01626 770077 (weekends).









A charming conversion opportunity situated in the heart of the village with planning already in place for two residential dwellings.

#### LOCATION

Bere Alston is situated on the Bere Peninsula and offers a range of local facilities and amenities including village shops, post office, public house, primary school, bus services to Tavistock and train services to Plymouth.

#### DESCRIPTION

A charming opportunity to acquire a one bedroom cottage and former blacksmiths situated in the heart of the village of Bere Alston. Planning permission is already in place for the creation of a one bedroom cottage and a three bedroom cottage both with associated gardens and parking.

#### PROPOSED ACCOMMODATION

##### No. 12

**Ground Floor** Open plan lounge/kitchen/diner.

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

##### No. 10

**Ground Floor** Entrance hall, kitchen/diner, living room, master bedroom with en-suite bathroom, WC.

**First Floor** Landing, two further bedrooms and family bathroom.

**Outside** Both properties will have the benefit of associated gardens and car parking.

#### PLANNING

A Grant of Conditional Planning Permission was issued by West Devon Borough Council, under application number 2787/16, on the 9th October 2017 for 'Change of use and conversion of buildings to 2 dwellings'. Interested parties must make and rely upon their own planning enquiries of West Devon Borough Council

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Fulfords Tavistock 01822 616121 (weekends).







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

#### DESCRIPTION

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

#### LOCATION

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

#### ACCOMMODATION

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

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

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

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Stratton Creber Bodmin 01208 74422 (weekends).





An iconic former freehold public house requiring refurbishment prominently situated on the A358 which would lend itself to a variety of uses subject to any requisite consents.

#### LOCATION

Staplegrove Road is situated on the northern fringes of Taunton with local amenities nearby, including a primary school, post office/village store, recreational ground and parish church. Taunton School and Nuffield Hospital are also easily accessible. Taunton town centre offers a comprehensive range of recreational, educational and shopping facilities, along with a main line railway station and M5 motorway interchange.

#### DESCRIPTION

An iconic former public house being prominently situated on the A358 which would benefit from a programme of refurbishment. This sizable property would lend itself to a variety of uses, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Taunton Deane Borough Council.

#### ACCOMMODATION

**Ground Floor** Main entrance, public lounge/bar area, inner hallway, ladies and gents WCs, entrance to serving area, kitchen, store room, games room/snug.

**First Floor** Landing, owner's accommodation comprising four rooms and bathroom.

**Outside** Courtyard to side with outbuilding, plus a hard-standing area.

#### NOTE

**This property will not be sold prior to auction.** Interested parties must make and rely upon their own planning enquiries of Taunton Deane Borough Council.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Countrywide Property Auctions 01395 275691 (weekdays); Palmer Snell Taunton 01823 617009 (weekends).





# Notes

# Legal packs for all lots are available to view online



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

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



# Terms & conditions for telephone/proxy bidders

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

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  
  
A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. Proof of funds for a 10% deposit must also be provided. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.  
  
Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit 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 certified 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 .....

**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 certified 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 disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

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

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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

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

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

### A5 The contract

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

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

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

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) you are personally liable to buy the **lot** even if you are acting as an agent; and

- (b) you must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company you warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

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

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

#### G1. The lot

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where **chattels** are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
  - (b) the physical **condition** of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

#### G2. Deposit

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

#### G3. Between contract and completion

- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its **condition**, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. Title and identity**
- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
  - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all **documents** subject to which the **lot** is being sold.
  - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the **documents** accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration **documents** to the **buyer**.
  - (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any **condition** or tenant's obligation relating to the state or **condition** of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

#### G5. Transfer

- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** after the draft has been approved by the **seller**; and
  - (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct **transfer** to the **seller's** conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. Notice to complete**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
- (a) terminate the **contract**;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the **lot**; and
  - (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
  - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8. If the contract is brought to an end**
- If the **contract** is lawfully brought to an end:
- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
  - (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- G9. Landlord's licence**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence



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

#### **G10. Interest and apportionments**

- G10.1** If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2** Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3** Income and outgoings are to be apportioned at **actual completion date** unless:
- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
  - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4** Apportionments are to be calculated on the basis that:
- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

#### **G11. Arrears**

##### **Part 1 Current rent**

- G11.1** "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2** If on **completion** there are any arrears of current rent the **buyer** must pay them, whether or not details of those arrears are given in the **special conditions**.
- G11.3** Parts 2 and 3 of this **condition G11** do not apply to arrears of current rent.

##### **Part 2 Buyer to pay for arrears**

- G11.4** Part 2 of this **condition G11** applies where the **special conditions** give details of arrears.

- G11.5** The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the **special conditions**.

- G11.6** If those arrears are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those arrears.

##### **Part 3 Buyer not to pay for arrears**

- G11.7** Part 3 of this **condition G11** applies where the **special conditions**:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8** While any arrears due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this **condition G11**.
- G11.9** Where the **seller** has the right to recover arrears it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.
- G12. Management**
- G12.1** This **condition G12** applies where the **lot** is sold subject to **tenancies**.
- G12.2** The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3** The **seller** must consult the **buyer** on all

management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new **tenancy** or agreement to grant a new **tenancy**) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

#### **G13. Rent deposits**

- G13.1** This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2** If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3** Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and **conditions** in the rent deposit deed and indemnify the **seller** in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### **G14. VAT**

- G14.1** Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2** Where the **special conditions** state that no **VAT** option has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. Transfer as a going concern**
- G15.1** Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a **transfer** of a going concern; and
  - (b) this **condition G15** applies.
- G15.2** The **seller** confirms that the **seller**
- (a) is registered for VAT, either in the **seller's** name or as a member of the same **VAT** group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT** option that remains valid and will not be revoked before **completion**.

- G15.3** The **buyer** confirms that:
- (a) it is registered for VAT, either in the **buyer's** name or as a member of a **VAT** group;
  - (b) it has made, or will make before **completion**, a **VAT** option in relation to the **lot** and will not revoke it before or within three months after **completion**;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the **lot** as a nominee for another person.
- G15.4** The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** VAT registration;
  - (b) that the **buyer** has made a **VAT** option; and
  - (c) that the **VAT** option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5** The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6** If, after **completion**, it is found that the sale of the **lot** is not a **transfer** of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
  - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
  - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

#### **G16. Capital allowances**

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

#### **G17. Maintenance agreements**

- G17.1** The **seller** agrees to use reasonable endeavours to **transfer** to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

- G17.2** The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such **contracts** from the **actual completion date**.

#### **G18. Landlord and Tenant Act 1987**

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

#### **G19. Sale by practitioner**

- G19.1** This **condition G19** applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2** The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3** Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4** The **lot** is sold:
- (a) in its condition at **completion**;
  - (b) for such title as the **seller** may have; and
  - (c) with no title guarantee; and the **buyer** has no right to terminate the **contract** or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5** Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
  - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6** The **buyer** understands this **condition G19** and agrees that it is fair in the circumstances of a sale by a **practitioner**.

#### **G20. TUPE**

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

#### **G21. Environmental**

- G21.1** This **condition G21** only applies where the **special conditions** so provide.
- G21.2** The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- G21.3** The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

#### **G22. Service Charge**

- G22.1** This **condition G22** applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

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





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