

# Property Auction

Commercial and residential property for sale

Working in partnership with



**Thursday 19th April 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

**5th July**

**6th September**

**24th October**

**6th December**

### CLOSING DATES

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	Closing date
<b>10 May</b>	19 April
<b>28 June</b>	31 May
<b>20 September</b>	23 August
<b>1 November</b>	4 October
<b>12 December</b>	14 November



Parc y Scarlets  
Llanelli  
SA14 9UZ

### Head Office

Tel: 01267 221554

Auction	Closing date
<b>9 May</b>	
<b>18 July</b>	
<b>26 September</b>	
<b>28 November</b>	



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

### Liverpool Office

Tel: 0151 207 6315

Auction	Closing date
<b>17th May</b>	20th April
<b>19th July</b>	22nd June
<b>13th September</b>	17th August
<b>1st November</b>	5th October
<b>13th December</b>	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.

Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

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

### List A – Photographic evidence of Identity

Tick	Item	Ref No
	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

Thursday **19th April**

1	Pocket Book Shop, 159 Winner Street, Paignton, Devon TQ3 3BP	£15,000–£25,000
2	125 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£20,000–£25,000
3	Plot At Tregurrier, Tripp Hill, St. Neot, Liskeard, Cornwall PL14 6NF	£60,000–£80,000
4	26 & 26a Manor Street, Plymouth PL1 1TW	£100,000+
5	30 Penmead Road, Delabole, Cornwall PL33 9AP	£180,000–£200,000
6	Tregender Barns, Tregender, Crowlas, Penzance, Cornwall TR20 8DQ	£325,000+
7	The Old Winsor, Kelly Bray, Callington, Cornwall PL17 8HE	£200,000–£225,000
8	Penponds Methodist Church, Church Road, Penponds Cornwall TR14 0QE	£100,000–£125,000
9	The Orchard, Bickley Road, Stoneycombe, Newton Abbot, Devon TQ12 5LN	£100,000–£125,000
10	8 Drakes Park, Bere Alston, Yelverton, Devon PL20 7DY	£140,000–£160,000
11	2, 4, 6, 10, 12, 14 Calais Road, St. Erth Praze, Hayle, Cornwall TR27 6EG	£500,000+
12	Plot Adj To 70, Treverbyn Road, St. Ives, Cornwall TR26 1EY	£70,000–£90,000
13	7 The Glen, Beer Hill, Seaton, Devon EX12 2PY	£170,000–£190,000
14	112 Furzehatt Road, Plymouth, Devon PL9 9JT	£175,000–£200,000
15	Building Plot Rear Of Bella Vista, Penbeagle Way, St. Ives TR26 2JQ	£100,000–£125,000
16	26 Glebelands, Newton Poppleford, Sidmouth, Devon EX10 0HB	£175,000+
17	The Staplegrove Inn, 206 Staplegrove Road, Taunton, Somerset TA2 6AL	£145,000+
18	50 Galmpton Holiday Bungalows, Greenway Road, Galmpton Brixham TQ50EP	£125,000+
19	Sandpipers, Closworth Road, Halstock, Yeovil, Somerset BA22 9SZ	£400,000+
20	Land Adj To Laburnum Cottage, Laburnum Street, Torquay TQ2 5SF	£80,000–£95,000
21	Sunny Acre, Ringwood Road, Three Legged Cross, Wimborne, Dorset BH21 6RD	£500,000+
22	4 St. Thomas Road, Newquay, Cornwall TR7 1RS	£190,000–£210,000
23	18 Mowcroft Road, Bristol BS13 0LS	£105,000+
24	47 Church Street, Mevagissey, St. Austell, Cornwall PL26 6SP	£100,000–£110,000
25	Kenwyn, South Zeal, Okehampton, Devon EX20 2JL	£125,000–£150,000

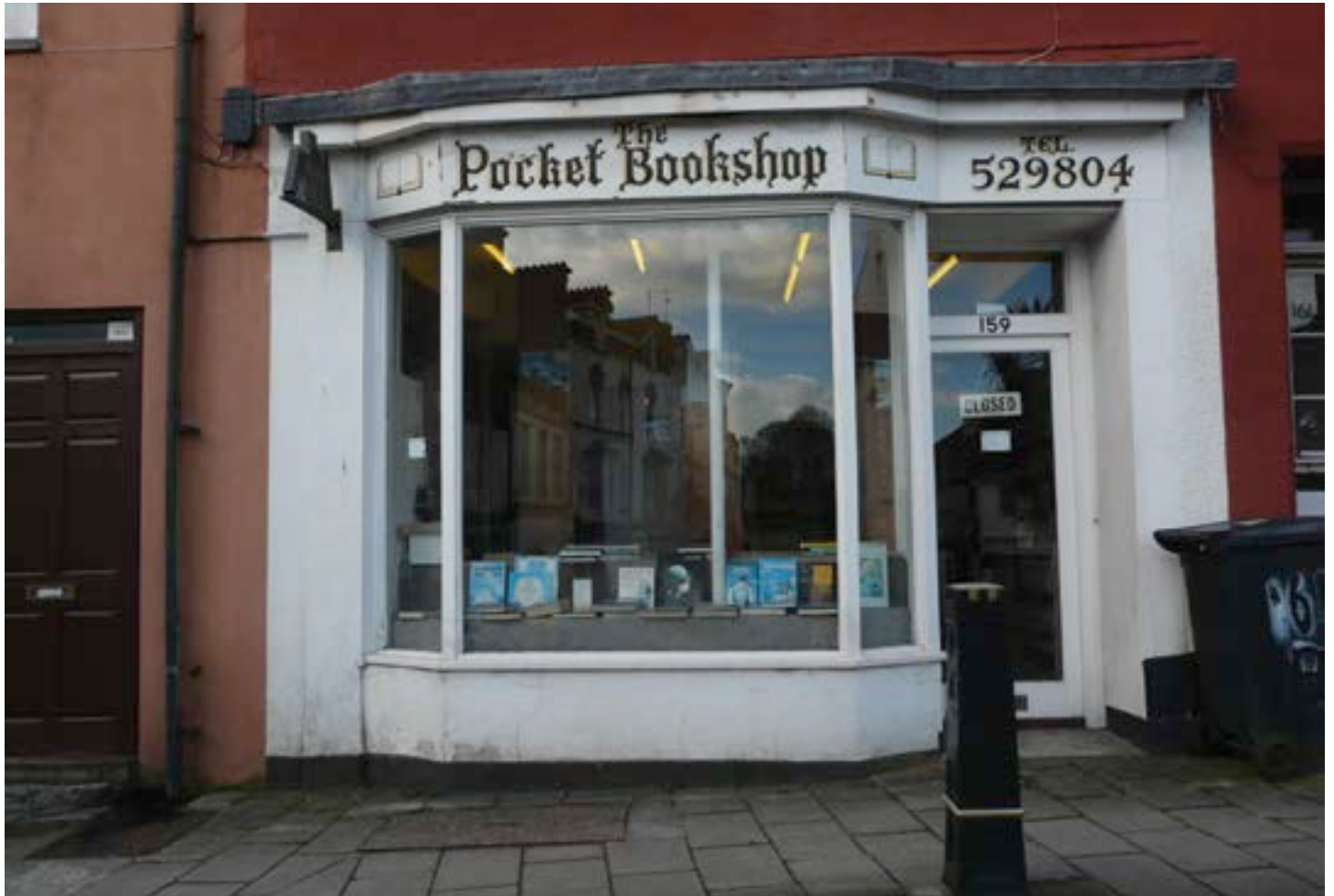
## Now collecting for our next Auction

### Thursday 5th July Closing 23rd May

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

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





A former independent bookshop located in Old Paignton, in close proximity to the town centre.

#### LOCATION

Paignton is located on the South Devon Coast, alongside the Torbay towns of Torquay and Brixham. Local amenities include sandy beaches, a water park and cinema complex. There are public transport links by rail or bus to the Devon cities of Exeter and Plymouth on a regular basis.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Fulfords Paignton 01803 527523. General enquiries Countrywide Property Auctions 01395 275691.

#### DESCRIPTION

Ideal as office space, storage, or for local independent traders to set up a small business. Formerly utilised as a bookshop, the property is located in the historic Winner Street, which benefits from several other small businesses and residential dwellings. In close proximity is the main Town Centre which features bars and restaurants, tourist shops and arcades.

#### ACCOMMODATION

**Ground Floor** Main shop area, rear store room.

#### EPC

Energy Efficiency Rating – TBA

#### NOTES

Please be advised there is no water connection to the property.



Three bedroom holiday lodge situated on the ever popular Hengar Manor holiday park.

#### LOCATION

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

#### DESCRIPTION

A three-bedroom holiday lodge located on the ever popular Hengar Manor Holiday Park. The property has the benefit of a first-floor balcony, patio area and an allocated car parking space. The property is to be sold with any onwads bookings transferrable.

#### ACCOMMODATION

**Ground Floor** Open plan living space, one bedroom and shower room.

#### First Floor

Two bedrooms, bathroom and balcony.

**Outside** Patio area and use of the communal areas within the park.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment with Stratton Creber Bodmin 01208 74422. General enquiries Countrywide Property Auctions 01395 275691.







A building plot with planning permission in place for a detached dwelling and garage.

#### LOCATION

The property will be positioned in a prominent position in the historic Village of St. Neot, nestled into the valley on the edge of Bodmin Moor. Within the village there is a Public House, Church and well recognised primary school. There is also a bus service which runs frequently to outlying areas. The property is in a prime position for exploring the local countryside and for those more active, Sibbyback Lake, offering a range of outdoor activities. The nearby market town of Liskeard is the administrative centre for south east Cornwall and offers a wider range of retail, leisure and educational facilities including primary and secondary schooling, mainline railway station linking London Paddington to Penzance, with a branch line to Looe.

#### DESCRIPTION

A residential building plot with planning permission in place for the construction of a detached dwelling with a subterranean garage, in accordance with the terms of the application under reference PA17/11942. Subject to conditions, which can be viewed through Cornwall County Planning website, the property will provide a generous family home with countryside and village views. Proposed drawings consist of a four-bedroom, master en-suite, house with a family kitchen/diner, lounge, separate study and utility.

#### PROPOSED ACCOMMODATION

The current details designed for the building plot will consist of a subterranean garage, on the ground floor an entrance hallway, ground floor WC, spacious kitchen diner, living room with bi-fold doors and study. The first floor can offer four bedrooms, three of which would be doubles, with a master en-suite and family bathroom.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department on the 6th February 2018, under application number PA17/11942, for 'New dwelling with attached garage'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

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





A dual faceted investment opportunity to acquire a freehold premises comprising of a ground floor commercial unit with a self-contained one bedroom flat above.

#### LOCATION

Manor Street is situated in the Stonehouse area of Plymouth and is conveniently located for the city centre, shopping and leisure facilities. Plymouth is readily commutable to the A38/A30 road network and in turn the M5, it also offers a mainline railway station and ferry crossings to France.

#### DESCRIPTION

A dual aspect investment opportunity to acquire freehold premises comprising of a ground floor vacant commercial unit with a self-contained one bedroom flat above. The flat is currently let on an assured shorthold tenancy and generating an income of £450 pcm/£5,400 pae, notice to vacate has been issued, please refer to the Legal Pack for further details. The commercial element has previously been utilised as office space and most recently as a hair dressing salon. The property may also appeal to those looking for a live/work unit within the city centre.

#### ACCOMMODATION

##### 26 Manor Street

**Ground Floor:** Main retail zone, leading through to a second trading/office area with storage cupboard, rear storage room, wc, rear lobby giving access to Adelaide Lane.

##### 26A Manor Street

**Ground Floor:** Entrance hall with stairs rising to **First Floor:** Sitting room with kitchen off, double bedroom with en-suite shower room.

#### EPC

Energy Efficiency Rating: 26 – E 26A – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment with Fulfords Drake Circus 01752 223355. General Enquiries: Countrywide Property Auctions 01395 275691.







Immaculate three bedroom detached bungalow in a popular residential area, perfect for a family home or buy to let.

#### LOCATION

Delabole is a large village in north Cornwall, situated approximately two miles west of Camelford, adjoining the hamlet of St Teath. The location is perfect for those who love to explore the north Cornish coast, being a short drive from the superb beach at Trebarwith Strand, near to the popular resorts of Port Isaac and Rock along to Bude. Within the village itself there is a convenience store / post office, petrol filling station, primary school and a sense of strong community spirit.

#### DESCRIPTION

A "Ready To Move In" immaculately presented, three bedroom detached bungalow, which has undergone a complete refurbishment and modernisation programme, set in a cul-de-sac position. The accommodation comprises an entrance porch and hallway, living room with an attractive open fire, modern kitchen/ breakfast room with integrated appliances, modern bathroom suite, two double bedrooms and a further single bedroom, with pleasant conservatory. Complemented with double glazed windows, Calor gas central heating system, driveway parking for several cars, garage and attached outbuilding ideal as a utility.

#### ACCOMMODATION

**Ground Floor** Entrance porch, inner hallway, lounge, kitchen with some fitted appliances, conservatory, three bedrooms and a four piece bathroom.

**Outside** To the front is a low walled surround garden area with driveway leading to the garage and rear garden. To the rear is a sun deck area and access to the workshop/utility area at the rear of the garden.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Miller Countrywide Wadebridge 01208 812117. General enquiries Countrywide Property Auctions 01395 275691.





A range of former barns set in the village of Crowlas, in the Penzance area of Cornwall, with planning permission in place to convert into five dwellings under planning reference PA17/00221

#### LOCATION

Crowlas is a village in Cornwall, England, on the A30 circa three miles east of Penzance. It forms a small conurbation with Ludgvan, within the parish of the same name. The hamlet of Whitecross lies to the north. Penzance town centre is located circa 11 miles from the property.

#### DESCRIPTION

A range of former barns with planning permission in place for five residential dwellings. The dwellings would be accessed from the A30 which gives links to Devon and Cornwall. Other neighbouring towns and villages within a short driving distance include Marazion and St. Erth.

#### PROPOSED ACCOMMODATION

One x 1 bedroom dwelling with living accommodation, one x 2 bedroom dwelling with living accommodation, one x 3 bedroom dwelling with a generous garden and living accommodation, and two x 4 bedroom dwellings, each featuring gardens and generous living space. There is a proposed parking area and bat roost included with the plans.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department on the 24th April 2017, under application number PA17/00221, for 'Conversion of existing redundant barns to form five residential dwellings, with associated parking and landscaping'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### NOTES

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

#### EPC

Energy Efficiency Rating – Exempt.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment with Miller Countrywide Penzance 01736 364260. General enquiries Countrywide Property Auctions 01395 275691.







## A five bedroom end of terrace cottage requiring refurbishment

### LOCATION

Kelly Bray is a village located circa One mile North from the town of Callington, which is a former agricultural market town offering an array of shops and in the local town of Gunnislake there are transport links by rail on the Tamar Valley Line.

### DESCRIPTION

Believed to have been first built in the 1600's, this is a five bedroom end of terrace property. The cottage benefits from two reception rooms, a detached garage, with front and rear gardens. The property is believed to have been a public house for the local mining community in the 1800's.

### ACCOMMODATION

**Ground Floor** Entrance porch, inner hallway with rear door and first staircase to the first floor, lounge/diner, separate dining room or study, kitchen with secondary staircase to the first floor, bathroom.

### First Floor

Landing and five bedrooms.

**Outside** To the front is an open garden area with shrubs and plants. To the rear is an enclosed lawned garden bordered by mature hedging and fencing which is frequented by local wildlife. A detached garage is located to the side of the garden and there is an external store.

### EPC

Energy Efficiency Rating – F

### AUCTION VALUER

Lucy Fuller.

### VIEWING

Strictly by appointment only with Miller Countrywide Callington 01579 383585. General enquiries Countrywide Property Auctions 01395 275691.





A grade II listed former Methodist church with planning permission in place for a 3 bedroom residential conversion, parking and garden.

#### LOCATION

The highly sought after village of Penponds boasts an Ofsted rated outstanding primary school, with a further comprehensive range of educational, recreational and shopping facilities available at nearby Camborne, including the mainline railway station.

#### DESCRIPTION

An interesting opportunity to acquire a Grade II listed former Methodist church having the benefit of a Grant of Conditional Planning Permission for conversion into a versatile three bedroom residence with balconies, associated car parking and garden in this popular village location.

#### ACCOMMODATION

**Ground Floor** Entrance porch, cloakroom, large hallway/dining hall, sitting room, guest bedroom with en-suite, kitchen/diner with larger and utility room off.

**First Floor** Landing, two principle bedrooms with en-suite shower rooms and balcony access, study area.

**Outside** Car parking and garden.

#### PLANNING

Grants of Conditional Planning Permission and Listed Building Consents were issued

by Cornwall Council Planning Department, under application numbers PA17/03783, PA17/03784, PA17/04660 & PA17/01942 to include 'Conversion of former Methodist chapel to dwelling including replacement of all existing roof coverings and structures and installation of 2 new roof lights and solar panels, repairs to external walls; repositioning of 2 windows to complement raising of eaves level to accommodate new internal first floor; creation of new glazed panel in western elevation and balcony to accommodate means of escape. Various associated internal works'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

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







A two bedroom detached park home for holiday use set in the village of Stoneycombe.

#### LOCATION

Situated next to the ever popular Bickley Mill Inn and in a rural setting. The property is only a short drive from either the village of Kingskerswell, Ipplepen and Abbotskerswell with good local amenities.

#### DESCRIPTION

A rural piece of level land measuring circa 0.48 acres with a park home situated on it. With numerous productive fruit trees, the rest of the garden is laid to lawn with hedging around. The park home comprises of lounge, kitchen/diner, hall, two bedrooms both with fitted wardrobes and master with en-suite, wc and shower room. Benefitting from uPVC double glazing and LPG central heating. The park home is certified for holiday use and the land can be used all year round. It would therefore be ideal as a holiday home.

#### ACCOMMODATION

**Ground Floor** Lounge, kitchen/diner, inner hallway, two bedrooms with master en-suite and further shower room.

**Outside** Level parcel of land with surrounding hedgerow, also featuring fruit bearing trees. Access to the road.

#### EPC

Energy Efficiency Rating – Exempt.

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING

Strictly by appointment only with Fulfords Newton Abbot 01626 351951. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTES

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





LOT  
**10**

8 Drakes Park, Bere Alston, Yelverton, Devon PL20 7DY

**\*GUIDE PRICE £140,000–£160,000**



A three bedroom semi detached house in a popular residential area with outline planning permission for a dwelling to be constructed on the adjacent land.

#### LOCATION

Bere Alston is a small town located in West Devon circa 6.5 miles from Tavistock. The village is notable for having one of the oldest primary schools in Devon, Maynard's School, erected by Sir John Maynard in 1665, the original building still forms part of the primary school today.

#### DESCRIPTION

A three bedroom semi-detached house requiring refurbishment. Outline planning permission has been applied for, to create a detached dwelling to the side of the property, upon which the vendor is currently awaiting a decision. Please refer to the legal pack for the current planning status.

#### ACCOMMODATION

**Ground Floor** Entrance hallway, lounge, kitchen, stairs to the first floor.

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

**Outside** Outside store area. Front and rear gardens. Side garden.

#### PLANNING

An application for 'Outline planning permission with all matters reserved for the erection of one dwelling' has been submitted to West Devon Borough Council Planning Department, under planning reference 4043/17/OPA. Interested parties must make and rely upon their own planning enquiries of West Devon Borough Council Planning Department.

#### EPC

Energy Efficiency Rating – G

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Fulfords Tavistock 01822 616121. General enquiries Countrywide Property Auctions 01395 275691.







A portfolio of six cottages for sale for the first time since the 18th century, currently let and generating an income of circa £41,984 PAE.

#### LOCATION

The hamlet of St Erth Praze is set a short distance from A30. Local towns within driving distance include Hayle and St. Ives. Train stations within a short driving distance from St Erth Praze are located in Hayle and St Erth. A retail shopping outlet centre is circa 3.4 miles from the property.

#### DESCRIPTION

A unique opportunity to acquire a portfolio of six cottages. The cottages were originally built on the edge of farmland and were believed to be used by the farm workers. Over the course of time they have varied in size and layout. Currently arranged as two sets of three cottages with a parking area in the centre of the properties. Each property benefits from its own garden area and achieves a combined rental income when fully tenanted of circa £41,984 PAE. The cottages are to be sold as one Lot, with tenants in situ as at the time of instruction.

#### ACCOMMODATION

**Number 2: End terrace cottage:** Two bedrooms, lounge, kitchen and bathroom. Double glazing. Auction surveyor unable to inspect this property at the time of instruction.

Rental income at the time of instruction: AST agreement for £600 PCM/£7,200 PAE. Energy Efficiency Rating – F.

**Number 4: Mid terrace cottage:** Three bedrooms, kitchen/diner, lounge, bathroom. Double glazing. Rental income at the time of instruction: AST agreement for £563 PCM/£6,756 PAE. Energy Efficiency Rating – F.

**Number 6: End terrace cottage:** Three bedrooms, kitchen, lounge, dining room, workshop, utility area, shower room. Double glazing. Rental income at the time of instruction: AST agreement for £520 every four weeks/£6,760 PAE. Energy Efficiency Rating – F.

**Number 10: End terrace cottage:** Three bedrooms, kitchen/diner, lounge, bathroom. Double glazing. Rental income at the time of instruction: Rental act of 1977 tenants for £576 every four weeks/£7,488 PAE. Energy Efficiency Rating – E.

**Number 12: Mid terrace cottage.** Two bedrooms, kitchen, lounge, bathroom. Double glazing. Rental income at the time of instruction: Rental act 1977 tenants for £260 every fourteen days/£6,760 PAE. Energy Efficiency Rating – F.

**Number 14: End terrace cottage.** Two bedrooms, kitchen, lounge, dining room,



bathroom. Double glazing. Auction surveyor unable to inspect this property at the time of instruction. Rental income at the time of instruction: AST agreement for £585 PCM/£7,020 PAE. Energy Efficiency Rating – E. **Parking** Please note that there is a section of parking between the two sets of cottages which can be used by the current tenants in the properties. Number 6 has a parking space next to that property for its own use.

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment with Miller Countrywide Penryn at pre-arranged times, details of which are available by contacting the branch on 01326 377077. General auction enquires 01395 275691.





Building plot with planning permission in place for a detached dwelling situated in the popular coastal town of St. Ives, Cornwall.

#### LOCATION

St Ives is located on the North coast of Cornwall and is home to the recently extended Tate Gallery and Barbara Hepworth Museum. It is said to have a special quality of light that appeals to the artist community. There are three sandy beaches in St Ives, two of which have won the coveted Blue Flag Award and have been voted amongst the best beaches in the UK. Cafes, boutique shops, restaurants and art galleries are dotted around the cobbled streets and harbourside whilst working fishing boats ensure the town retains its original character. There is an excellent link with the mainline London Paddington station with trains accessed from the scenic St Ives branch line.

#### DESCRIPTION

A building plot with planning permission in place for a detached two bedroom house with open plan living area. The plot is situated at the conclusion of a cul-de-sac and once built will offer sea views. Other benefits to the proposed site include parking for up to two cars and a garden.

#### ACCOMMODATION

**Ground Floor** Entrance porch, cloakroom, inner hallway with potential home office space

dependent on personal needs, stairs to the first floor, open plan lounge/kitchen/diner.

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

**Outside** Garden area, parking and turning for up to two vehicles.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department on the 13th October 2017, under application number PA17/07424, for 'Sub-division of plot to form new dwelling at side of 70 Treverbyn Road'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department. It should be noted that the building plot is subject to the St Ives H2 policy and that the property may only be used as a principle home.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller



#### VIEWING

Strictly by appointment only with Miller Countrywide St Ives 01736 797331. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom second floor apartment with communal gardens, residents parking and sea views.

#### LOCATION

Seaton Hole is nestled between Seaton and Beer with direct access to a beautiful pebbled beach. The mainline railway stations of Axminster and Honiton are located circa a 20 minute drive away. The property also has easy access to the A3052 just a short drive away, which gives direct access right through Sidmouth and on to Exeter.

#### DESCRIPTION

A two bedroom second floor apartment with stairs rising from the communal entrance to the front door. The property benefits from two double bedrooms, spacious lounge/diner and sea views. The Glen also offers private parking for residents of the property. Surrounding the property are attractive communal gardens mainly laid to lawn with a stream flowing gently through towards the sea. The property benefits from the remainder of a 999 year lease with a share of the freehold.

#### ACCOMMODATION

**Ground Floor** Communal entrance with access to the apartments within the building.

**Second Floor** Apartment 7: Lounge with sea views, kitchen, two bedrooms (one with sea views) and bathroom.

**Outside** Communal gardens and residents parking.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Fulfords Seaton 01297 24224. General enquiries Countrywide Property Auctions 01395 275691





LOT  
14

112 Furzehatt Road, Plymouth, Devon PL9 9JT

\*GUIDE PRICE £175,000–£200,000



A three bedroom detached bungalow requiring refurbishment, in close proximity to the Broadway in Plymstock.

#### LOCATION

Plymstock is a suburb of the popular city of Plymouth, which lies on the South Devon Coast. Locally the area features a shopping precinct in the centre and transport links to the City Centre. Other amenities within the city itself include The Barbican which benefits from several bars and restaurants as well as transport to Mount Batten and the historic Mayflower Steps.

#### DESCRIPTION

A three bedroom detached bungalow which requires modernisation throughout. The property features off road parking, front and rear gardens and a large cellar area which also includes a separate workshop. Views over the surrounding area are enjoyed from the rear. The property itself is circa half a mile from The Broadway shopping precinct.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, lounge, dining room, kitchen, three bedrooms, cloakroom and bathroom.

**Basement** Rooms

Former garage area with wooden doors and limited head height storage. Secondary under-house room previously used as a workshop.

**Outside** Off road parking. Front stocked garden with walled surround. Rear stocked garden with a lawn and access to both sides of the property.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Fulfords Plymstock 01752 403068. General enquiries Countrywide Property Auctions 01395 275691.











A residential building plot with planning permission in place for a split level, detached dwelling.

#### 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 working harbour. The town is readily accessible to the A30, with local bus and train services, linking to the mainline railway service to Paddington.

#### DESCRIPTION

An opportunity to acquire a residential building plot in the highly sought after seaside town of St Ives. The property is to comprise of a split level, detached dwelling with associated gardens and two car parking spaces.

#### PROPOSED ACCOMMODATION

**Ground Floor** Entrance hall, cloakroom, open plan lounge/kitchen/diner with doors to an elevated decked seating area.

**Lower Ground Floor** Hallway, master bedroom with en-suite shower room, two/three bedrooms and bathroom.

**Outside** Elevated decked seating area with steps leading down to the main garden. On drive parking for two cars.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning

Department on the 23rd August 2017, under application number PA17/06059, for 'Proposed new dwelling to the rear of Bella Vista (Resubmission of application no. PA17/02168 dated 5th May 2017)'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department. It should be noted that the building plot is subject to the St Ives H2 policy and that the property may only be used as a principle home.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Miller Countrywide St Ives 01736 797331. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom detached bungalow with gardens and garage enjoying glorious views over the surrounding countryside.

#### LOCATION

Newton Poppleford is a popular village with good day to day amenities, primary school with Ofsted rating of outstanding, village hall, church and regular bus services. The highly regarded town of Sidmouth is a circa three miles to the East, while Exeter is readily accessible circa ten miles to the West, with mainline railway station, access to the M5 and international airport.

#### DESCRIPTION

A two bedroom detached bungalow located at the end of a cul-de-sac in the desirable village of Newton Poppleford, with spectacular views over the Otter Valley from most of the property and has the benefit of front, side and rear gardens, garage and additional parking space. The property is not directly overlooked and whilst it would benefit from minor modernisation, it also offers the potential, subject to any requisite consents, for further extension upon which interested parties must make and rely upon their own planning enquiries of East Devon District Council. Architects proposals are included within the legal pack.

#### ACCOMMODATION

**Ground Floor** Entrance porch, sitting room, inner hallway, kitchen, two double bedrooms,

bathroom and wc, loft space which has been boarded and has the benefit of a window, power and lighting.

**Outside** Mature lawned gardens lie to the front and rear of the property with a covered walkway leading to the garage and additional parking space.

#### EPC

Energy Efficiency Rating – TBC

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Fulfords Sidmouth 01395 578126. General enquiries Countrywide Property Auctions 01395 275691







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 WC's, entrance to serving area, kitchen, store room, games room/snug.

**First Floor** Landing, owners accommodation comprising of four rooms and bathroom.

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

#### NOTES

Interested parties must make and rely upon their own planning enquiries of Taunton Deane Borough Council.

#### EPC

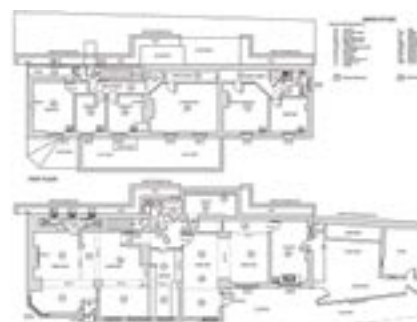
Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Palmer Snell Taunton 01823 617009. General enquiries Countrywide Property Auctions 01395 275691







An end of terrace holiday bungalow set in the village of Galmpton between Paignton and Brixham. This entry includes additional outside space and a detached separate garden room.

#### LOCATION

Galmpton is located on the fringes of Brixham and Paignton. The property is located near the National Trust Greenway House, former home of Agatha Christie. The village includes local shops, doctor's surgery and bus links into neighbouring towns.

#### DESCRIPTION

A rare opportunity to purchase this holiday bungalow located in Galmpton, overlooking the River Dart. The property itself is presented to a modern standard and features a double aspect lounge with two sun terraces, kitchen, shower room and double bedroom. The property sale benefits from being sold with three titles which include the bungalow itself and a detached garden room alongside the parking bay.

#### ACCOMMODATION

##### Holiday Bungalow

Entrance hallway, dual aspect lounge, kitchen, bedroom, shower room and two sun terraces.

**Gardens and Outside** This property features a rear lawned area running parallel with the bungalow. A mature conifer hedgerow borders the side of the plot and also includes

the shed at the conclusion of the garden area. There is an allocated parking space located at the entrance to the park, next to the garden room.

**Detached Garden Room** Located next to the parking space for the property is a detached garden room with lighting. The current owners use this as a boot room after walking around the local area. This is included with the sale. Alongside the garden room is a stone chipped bed and access to the bungalow.

#### EPC

Energy Efficiency Rating – G

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.







A detached chalet style bungalow for refurbishment with formal gardens, agricultural land and woodland measuring circa 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 detached chalet bungalow set on a large plot in a stunning location with far reaching views across the Dorset countryside. Currently comfortable 2 bedroom accommodation, works have been started to create two further bedrooms and a second bathroom, with a balcony giving panoramic views to Dorchester Hills. The property has some interesting features both inside and out. Below the property is a large cellar which can be accessed via a hatch in the hallway and also externally. The adjacent land, in whole measuring circa 2.5 hectares/6.2 acres, offers gardens with greenhouse and storage sheds. Beyond this lies the larger part of the grounds consisting of agricultural land and woodland with hard standing having potential for stabling, garages or barns, subject to any requisite consents.

#### 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 a balcony, and two further rooms, offering the potential to create two bedrooms and en-suite facilities subject to any requisite consents.

**Cellar** A large cellar which can be accessed via a hatch in the hallway and also externally.

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

#### NOTES

A Certificate of Lawful Use or Development was issued by West Dorset District Council, under application number WD/D/17/002439 on the 8th January 2018 for: Replacement of first floor dormer window to rear of property with double opening doors, addition of balcony area immediately adjacent to first floor dormer window to rear of property and the addition of two further casement windows in the south facing side wall of garage attached to property. Addition of the garage, extension of the property and conversion of the roof space to 1st floor accommodation was granted by West Dorset District Council under application



number 1/W/75/000243 in 1973. Interested parties must make and rely on their own planning enquiries of West Dorset District Council planning department. Measurements have been made using the Promap Mapping Facility, interested parties must make and rely upon their own measurements.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Palmer Snell Yeovil 01935 642000. General enquiries Countrywide Property Auctions 01395 275691





Land for sale with residential planning permission granted for a block of apartments under the reference P/2016/0581.

#### LOCATION

Torquay is set on the South coast of Devon, alongside the towns of Paignton and Newton Abbot. Local amenities include sandy beaches, a bowling alley and transport links by bus or rail to the Devon cities of Plymouth and Exeter.

#### DESCRIPTION

Land for sale with full planning permission for residential apartments. Proposed build to include as follows: The ground floor comprises of a set of two bedroom apartments, the first floor features a further set of two bedroom apartments, whilst the third floor features a one bedroom and a two bedroom apartment. Communal area to the rear including a bike store.

#### PROPOSED APARTMENT INFORMATION

**Flat One** Approx. 97 SQM. Two bedrooms, open plan lounge/kitchen, bathroom.

**Flat Two** Approx. 90 SQM. Two bedrooms, open plan lounge/kitchen, bathroom.

**Flat Three** Approx. 101 SQM. Open plan lounge/kitchen, two bedrooms, bathroom.

**Flat Four** Approx. 108 SQM. Open plan lounge/kitchen, two bedrooms, bathroom.

**Flat Five** Approx. 92 SQM. Open plan lounge/kitchen, two bedrooms, bathroom.

**Flat Six** Approx. 73 SQM. Open plan lounge/kitchen, bedroom, bathroom.

#### PLANNING

A Grant of Planning Permission was issued by Torbay Council on the 24th May 2017, under application number P/2016/0581, for 'Residential development for six flats, together with associated pedestrian accesses and landscaping, demolition of façade to Laburnum Street (further documents received 24 January 2017). Interested parties must make and rely upon their own planning enquiries of Torbay Council.

#### EPC

Energy Efficiency Rating – Exempt

#### AUCTION VALUER

Lucy Fuller.

#### VIEWING

Strictly by appointment with Miller Countrywide Torquay 01803 291429. General enquiries Countrywide Property Auctions 01395 275691.





An interesting opportunity to acquire a versatile and extended detached bungalow with attached annexe, a comprehensive range of barns and garaging, set in circa 0.346 hectares/ 0.85 acres.

#### LOCATION

Three Legged Cross is a thriving village with an excellent range of day to day facilities and amenities including a nursery and first school, dispensing doctors surgery, post office and convenience store, being readily commutable to all of the major road networks leading to the surrounding towns and cities.

#### DESCRIPTION

An interesting opportunity to acquire a versatile and extended detached bungalow, with integral annexe, conservatory, a comprehensive range of barns, garaging and storage facilities, set in gardens and grounds of circa 0.346 hectares/0.85 acres. Whilst requiring some finishing works in order to complete the project, the property offers spacious living accommodation, which has been adapted for multi generation occupancy.

#### EXISTING ACCOMMODATION

**Ground Floor** Conservatory giving access to the main dwelling and annexe, kitchen/diner, inner hallway, master bedroom with doors to the garden and en-suite bathroom, three further bedrooms, shower room, former bathroom. The Annexe: Open plan dual aspect L shaped lounge/diner with two sets of patio doors leading out to the decked seating area, utility room, bedroom and bathroom.

**Outside** Gardens and grounds measuring circa 0.346 hectares/0.85 acres, comprising of on drive parking for numerous vehicles, gardens, two large detached barns each measuring circa 20' x 50' with power supplies, garaging and storage facilities, to include a static caravan.

#### PLANNING

A Grant of Planning Permission was issued by East Dorset District Council on the 19th April 2017, under application number 03/07/0307/ FUL for 'Single Storey Extensions at Sunny Acre, Ringwood Road, Three Legged Cross'. Interested parties must make and rely upon their own planning enquiries of East Dorset District Council Planning Department.

#### NOTES

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

#### EPC

Energy Efficiency Rating – To be confirmed.

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Austin & Wyatt Ringwood 01425 478786. General enquiries Countrywide Property Auctions 01395 275691.





LOT  
22

4 St. Thomas Road, Newquay, Cornwall TR7 1RS

\*GUIDE PRICE £190,000–£210,000



Four bedroom detached bungalow requiring modernisation, set in close proximity to Newquay town centre.

#### LOCATION

Newquay is located on the North coast of Cornwall circa twelve miles from Truro. The town is famous for surfing and benefits from nine long and accessible sandy beaches including Fistral beach. Transport links in the town include a railway station and local airport.

#### DESCRIPTION

A detached bungalow set on a generous plot, requiring complete updating. The property is located in close proximity to a local health centre and also features off road parking. The bungalow itself would benefit from a programme of refurbishment, including works required in the garden to appreciate the size and scope the property has to offer.

#### ACCOMMODATION

**Ground Floor** Entrance porch, wide hallway, cloakroom, lounge, kitchen, two bedrooms, rear access, stairs to the dormer level.

**First Floor** Dormer Level

Two bedrooms and bathroom.

**Outside** To the front is a garden area, driveway and access to a garage. To the rear is a generous sized garden, although at the time of instruction is overgrown. Please refer to the legal pack for information on the boundaries.

#### NOTES

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

#### EPC

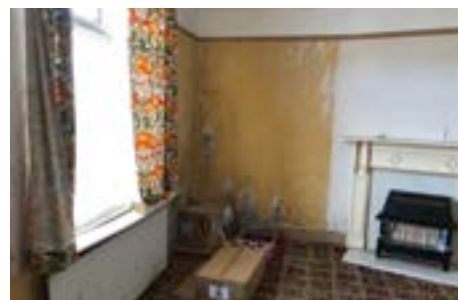
Energy Efficiency Rating – F

#### AUCTION VALUER

Lucy Fuller

#### VIEWING

Strictly by appointment only with Stratton Creber Newquay 01637 876 275. General enquiries Countrywide Property Auctions 01395 275691.







A three bedroom mid terrace house requiring some updating and having the benefit of enclosed front and rear gardens.

#### LOCATION

Mowcroft Road is situated in the Hartcliffe area of Bristol in proximity of a selection of educational and shopping facilities, with further facilities and amenities available in the city centre and surrounding districts.

#### DESCRIPTION

A three bedroom mid terrace house requiring some updating and having the benefit of enclosed front and rear gardens. The property is situated well back from the road in an established residential area and is likely to appeal to owner occupiers along with builders and the residential lettings fraternity as a post works rental/resale opportunity.

#### ACCOMMODATION

**Ground Floor** Entrance hall, sitting room leading through to the kitchen/diner with doors to the rear garden.

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

**Outside** Enclosed front and rear gardens being mainly laid to lawn with a patio seating area and storage facility. A pedestrian gate from the rear garden leads to a shared passageway giving access to the front of the property.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Taylors Bedminster 01179 638746. General enquiries Countrywide Property Auctions 01395 275691.

#### NOTES

Suitable for cash purchasers only.





Delightful two bedroom cottage that has previously been used as a holiday let.

#### LOCATION

The property is located within the picturesque working fishing village of Mevagissey, which is nestled between Pentewan and Gorran Haven. Mevagissey is steeped in history with quaint fishermen's cottages, set within cobbled streets and offers various local amenities including a post office, a convenience store, a bakery, a sports and activity centre, a chemist, family health centre and a primary school. The Mevagissey to Fowey ferry runs from May to September and is extremely popular with locals and tourist alike. The market town of St Austell is approximately eight miles from the village. St Austell also offers many leisure facilities, senior schools, a college and the main Penzance to Paddington railway link. Locally there are many places of interest, which include the world renowned Eden Project and the historical port.

#### DESCRIPTION

This delightful cottage has previously been used as a successful holiday let. The property is located in a tucked away position with internal accommodation offering two double bedrooms, en-suite, shower room, kitchen and living room. Within close proximity to the harbour, local amenities and the bus stop.

#### ACCOMMODATION

**Ground Floor** Kitchen/dining area

**First Floor** Lounge, shower room and toilet

**Second Floor** Two double bedrooms, master with en-suite

#### EPC

Energy Efficiency Rating – C

#### AUCTION VALUER

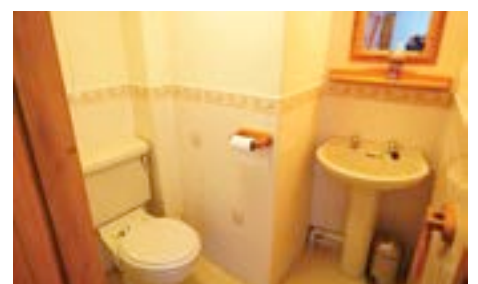
Lucy Fuller.

#### VIEWING

Miller Countrywide St Austell 01726 66435.  
General enquiries Countrywide Property Auctions 01395 275691.

#### FIXTURES AND FITTINGS

Please be advised that we are informed that the property is being sold furnished with the exception of any televisions, washing machine and pictures. Please refer to the Legal Pack Fixtures and Fittings Form for full information.







A two bedroom detached bungalow of non traditional construction with garage and additional on drive parking in a highly sought after village location.

#### LOCATION

South Zeal is situated within the northern boundaries of the Dartmoor National Park. The village has a post office/general store and tea room, together with two public houses and the well regarded nearby South Tawton Primary School. The village has a strong community spirit with many activities taking place throughout the year. There are regular bus services to and from Exeter and it is readily accessible to the A30 at nearby Whiddon Down. The former market town of Okehampton is circa 5 miles distant, offering an excellent range of facilities and amenities, along with the facilities and amenities of Exeter city centre with a mainline railway station, airport and access to the M5.

#### DESCRIPTION

A two bedroom detached bungalow of non-traditional construction situated in the highly sought after moorland village of South Zeal. The property enjoys glorious views over the edge of the village to Dartmoor National Park and has the benefit of a detached garage and additional on drive parking for several vehicles. The garden is currently situated to the front of the property, with a range of outbuildings and a workshop to the rear and an enclosed

courtyard area, which back on to open farmland.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, sitting room, kitchen/dining room, two bedrooms, wet room, rear utility porch with sun room off.

**Outside** The garden lies predominantly to the front of the property offering glorious views to Dartmoor National Park, along with a detached garage and additional on drive parking. To the rear of the property there is a covered walkway giving access to a large storage shed/workshop, enclosed court yard and additional storage shed.

#### EPC

Energy Efficiency Rating – F

#### AUCTION VALUER

Wendy Alexander

#### VIEWING

Strictly by appointment only with Fulfords Okehampton 01837 639179. Legal pack and general enquiries 01395 275691.



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- 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.
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A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 In the case of unsuccessful bidders deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue..
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Countrywide as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 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 card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf.** If the deposit has been transferred by bank transfer please provide the sort code and account number from where the money has been sent:

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

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £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 .....

**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 .....

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

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

List A – Photographic evidence of Identity

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

List B – Evidence of Residence

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

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



# Telephone bidding form

Name .....

Address .....

..... Email .....

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

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

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

Property known as .....

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

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

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

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £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 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement) Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

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

List A – Photographic evidence of Identity

Tick	Item	Ref No
	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 .....

# Notes



# Notes

# 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 CHATELLETS, 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.

**Words that are capitalised 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 CHATELS 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 before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
  - (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER 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 I of the Landlord and Tenant Act 1987.
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

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

- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold:
- (a) in its condition at COMPLETION;
  - (b) for such title as the SELLER may have; and
  - (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other



remedy if information provided about the LOT is inaccurate, incomplete or missing.

#### G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

#### G20. TUPE

G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the Transferring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

#### G21. Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

#### G22. Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows 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.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

### 1. The Deposit

1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following:

A5.5a. The Deposit:

- a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
- b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER

### 2. Buyer's Administration Charge

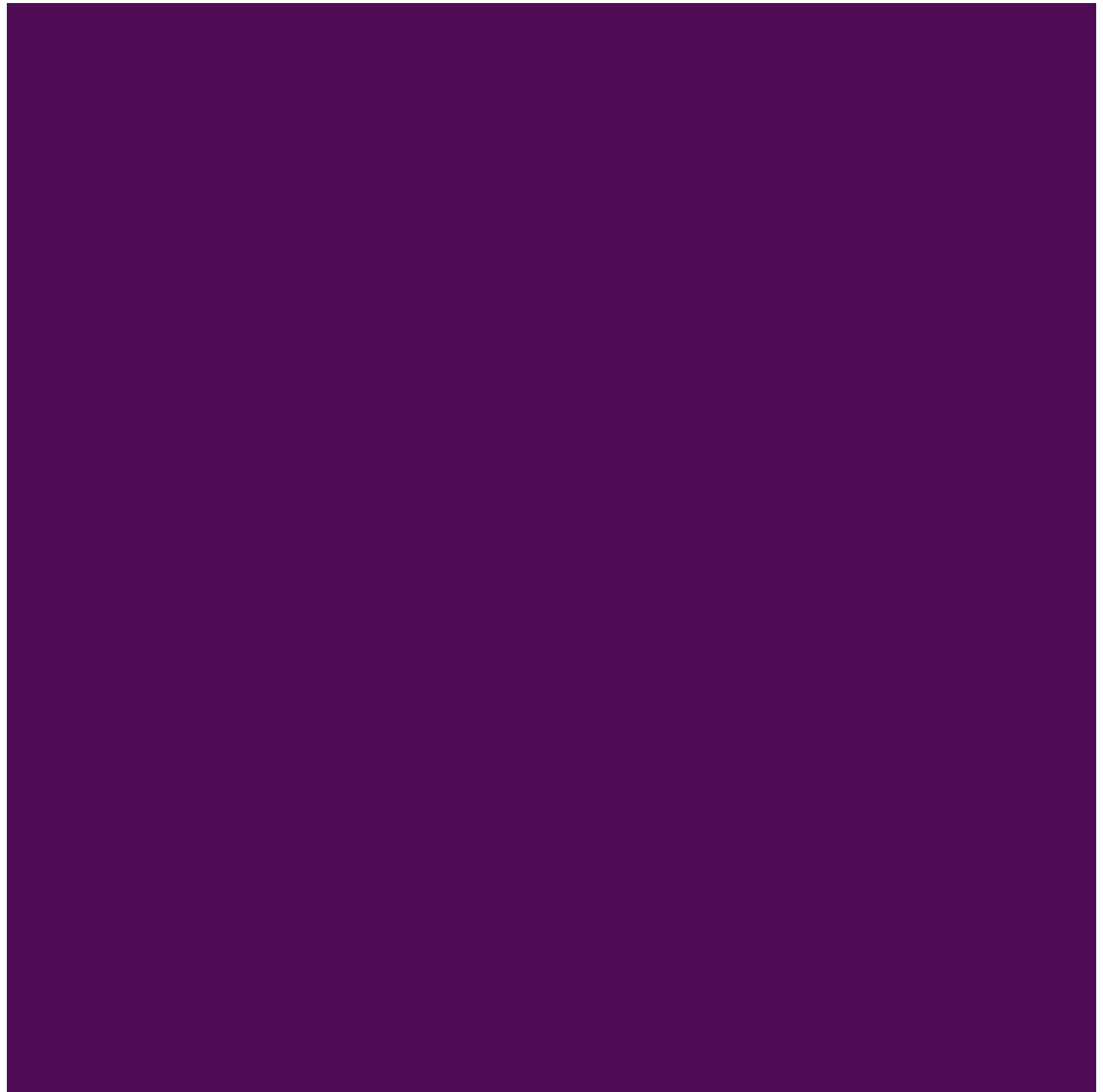
2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.

### 3. Extra Auction Conduct Conditions

3.1 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.

### 4. Searches

On completion the Buyer shall pay to the Seller, in addition to the purchase price, the cost incurred by the Seller in obtaining the Searches included in the Auction Pack.



**Auction Head Office**  
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