

Property Auction

Commercial and residential property for sale

Working in partnership with



Thursday 5th July 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

6th September

24th October

6th December

CLOSING DATES

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
10 May	19 April
28 June	31 May
20 September	23 August
1 November	4 October
12 December	14 November



Parc y Scarlets
Llanelli
SA14 9UZ

Head Office

Tel: 01267 221554

Auction	Closing date
9 May	
18 July	
26 September	
28 November	



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

Liverpool Office

Tel: 0151 207 6315

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

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

List A – Photographic evidence of Identity

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

List B – Evidence of Residence

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

Signed on behalf of Countrywide Date

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

Money Laundering Regulations

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

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

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

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

Photographic evidence of identity

- Current signed Passport
- Current full UK/EU photo card driving licence
- Valid ID card (eg, HM Forces, police warrant, prison officer card, government/ local authority issued card)
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

Evidence of Residence

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

ID can be approved as follows:

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

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

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

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

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

Order of Sale

Thursday **5th July**

1	The Old Snail Farm, Bridge, St. Columb Major, Cornwall TR9 6BE	£30,000–£40,000
2	Building Plot Adj 1 The Glebe, Cubert, Newquay, Cornwall TR8 5HA	£75,000+
3	Plot of Land at Millfield Bungalow, Chyandour, Penzance, Cornwall TR18 3DR	£35,000–£45,000
4	25 Centenary Street, Camborne, Cornwall TR14 8HP	£75,000–£95,000
5	Land at Bridge, Bridge, St. Columb Major, Cornwall TR9 6BE	£70,000–£90,000
6	Villa Caprice, 367 Babbacombe Road, Torquay TQ1 3TB	£375,000–£400,000
7	Riverside, 9 Bridge Street, Sidbury, Sidmouth, Devon EX10 0RU	£300,000+
8	60 Capgrave Crescent, Bristol BS4 4TW	£150,000+
9	3c Sea View Road, Walkford, Christchurch, Dorset BH23 5QJ	£150,000+
10	103 Feeder Road, Bristol BS2 0UB	£175,000+
11	Nuthatch Cottage, Hazel Grove, Ashurst, Southampton SO40 7AJ	£275,000+
12	West Range, Chedglow, Malmesbury, Wiltshire SN16 9EZ	£220,000+
13	9 Luscombe Crescent, Paignton, Devon TQ3 3TW	£120,000–£140,000
14	Nancothan House, Alexandra Road, Penzance, Cornwall TR18 4LX	£240,000–£270,000
15	The Cider Press, Ideford Combe, Sandygate, Newton Abbot, Devon TQ12 3GS	£50,000–£60,000
16	38 Roberts Road, Barton Stacey, Winchester, Hampshire SO21 3RY	£225,000+
17	Flat 6, Bartholomew House, Bartholomew Street West, Exeter EX4 3AJ	£175,000+
18	39a Dolphin Lodge, Grand Avenue, Worthing, West Sussex BN11 5AL	£95,000+
19	5 & 5a Downend Road, Kingswood, Bristol BS15 1RT	£225,000+
20	23a Keswick Road, Bournemouth BH5 1LP	£225,000+
21	Tollgate House, Station Road, Liskeard, Cornwall PL14 4EB	£125,000+
22	7a Albert Road, Eastleigh, Hampshire SO50 4JE	£100,000–£125,000
23	17 Dolcoath Avenue, Camborne, Cornwall TR14 8RY	£80,000+
24	4 West Street, Liskeard, Cornwall PL14 6BW	£80,000–£100,000
25	5 Lys An Pons, Bodmin, Cornwall PL31 2DS	£60,000+
26	269 Hotwell Road, Bristol BS8 4SF	£500,000+
27	17 Gosport Lane, Lyndhurst, Hampshire SO43 7BP	£385,000+
28	235 Grenville Road, Plymouth PL4 9QE	£100,000+
29	66 Jubilee Road, Weston-Super-Mare, Avon BS23 3AN	£195,000+
30	112 Furzehatt Road, Plymouth, Devon PL9 9JT	£175,000–£200,000
31	8 Willow Avenue, Torquay TQ2 8DJ	£90,000–£110,000
32	113 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£20,000–£25,000
33	66 Hengar Manor, Bodmin PL30 3PL	£15,000–£20,000

Now collecting for our next Auction

Thursday 6th September

Closing 8th August

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

Tel: **01395 275691** auctions@countrywide.co.uk



A parcel of land located in St. Columb, Cornwall, measuring circa 0.112 hectares/0.26 acres and featuring a brick built workshop.

LOCATION

The historic market town of St. Columb offers a range of shops catering for daily requirements together with a primary school, doctor surgery, dentist, banks and library. Located only a short drive from the north coast it is also convenient for the A30 trunk road providing easy access to the city of Truro. The major towns of Wadebridge, Newquay and St Austell are also within commuting distance. Newquay Airport is approximately four miles away with daily flights.

DESCRIPTION

The Old Snail Farm comprises of a parcel of land measuring circa 0.112 hectares/0.26 acres and is situated in a central location for the towns of Wadebridge and Newquay. The land features a workshop/store with some utility connections on site.

ACCOMMODATION

The land is accessed by a gate. There is a useful brick built storage workshop on the plot which features power and water connections. Please refer to the legal pack for the Land Registry information.

NOTE

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

Crown Copyright Reserved. Measurements have been made using the Promap Mapping Facility, interested parties must make and rely upon their own measurements.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Stratton Creber Newquay 01637 876275. General enquiries Countrywide Property Auctions 01395 275691.





A residential building plot situated in the highly sought after village of Cubert with planning permission already in place for a two bedroom detached house with associated gardens and parking.

LOCATION

The highly sought after village of Cubert is situated within 5 miles from Newquay, being readily commutable to the A30 and Newquay airport and in close proximity of the glorious Holywell Bay and Porth Joke, Crantockter beach and The Gannel estuary, surrounded by open farmland and common land much being in the ownership of the Natural Trust. The village has a primary school, a convenience store catering for day to day needs and a village Inn with restaurant and 14th century Church.

DESCRIPTION

An interesting opportunity to acquire a residential building plot in the highly sought after village of Cubert. The planning permission in place allows for a two double bedroom detached dwelling of interesting contemporary design, with reverse level accommodation affording views over the 14th century St Cuberts Church, open farmland and distant sea views, with associated gardens and parking.

PROPOSED ACCOMMODATION

Ground Floor Entrance hall, two bedrooms and bathroom.

First Floor Open plan lounge/kitchen/diner.

Outside Associated gardens and parking. We are informed by the Vendor that outside the building footprint of the plan that already exists, there is approximately 153 square metres of garden/land area, interested parties must make and rely upon their own measurements.

PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council Planning Department on the 10th August 2017, under application number PA17/04518, for 'New residential dwelling and associated parking'. 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 Stratton Creber Newquay 01637 876275. General enquiries Countrywide Property Auctions 01395 275691.





A useful parcel of land located to the rear of existing residential properties, currently used as a parking area.

LOCATION

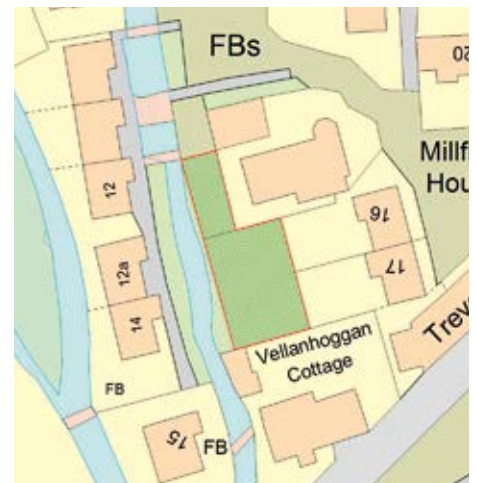
Millfield is located just outside of the coastal market town of Penzance which provides excellent transport links to London Paddington and boasts the only seashore promenade in Cornwall, alongside the open-air seawater Jubilee Bathing Pool which is one of the oldest surviving Art Deco lidos in the country. Penzance is also home to the sub-tropical Morrab Gardens, art galleries, cafes, restaurants and bars.

DESCRIPTION

Located in a popular residential location, this plot has a lot to offer, with the potential for either further redevelopment or private parking spaces (subject to all relevant planning permissions required).

INFORMATION

An opportunity to acquire an interesting parcel of land located between existing residential properties, currently used as a parking area. For general planning enquiries please contact the Cornwall Council Planning Department on 0300 123 4151.



EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING

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

NOTE

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

LOT
4

25 Centenary Street, Camborne, Cornwall TR14 8HP

*GUIDE PRICE £75,000–£95,000



A two bedroom terraced house requiring modernisation, set in close proximity to Camborne town centre.

LOCATION

Camborne is located in West Cornwall in close proximity to the A30 allowing easy access to all major towns in the County and up to Devon. The town offers an extensive range of shopping and health facilities. Roskear Primary School and Tesco supermarket are both situated a short, level walk away. At the other end of town there is a mainline railway station offering a direct link to London Paddington.

DESCRIPTION

A two bedroom terraced house which requires modernisation and updating. The property benefits from being within walking distance to the town centre and features a long level garden with parking to the rear. We understand there is potentially Mundic Block to the extension at the rear of the property, for further information please refer to the legal pack.

ACCOMMODATION

Ground Floor Entrance hallway and stairs to the first floor, lounge, kitchen area, rear porch, cloakroom and shower room.

First Floor Two bedrooms.

Outside Long rear garden bordered by hedges and fencing, leading to a workshop space and parking bay.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Lucy Fuller.

VIEWING

Strictly by appointment only with Stratton Creber Camborne 01209 717117. General enquiries Countrywide Property Auctions 01395 275691.





A parcel of land with a former stable measuring circa 0.759 hectares/1.87 acres.

LOCATION

The historic market town of St. Columb offers a range of shops catering for daily requirements together with a primary school, doctor surgery, dentist, banks and library. Located only a short drive from the north coast it is also convenient for the A30 trunk road providing easy access to the city of Truro. The major towns of Wadebridge, Newquay and St Austell are also within commuting distance. Newquay Airport is approximately four miles away with daily flights.

DESCRIPTION

A parcel of land measuring circa 0.759 hectares/1.87 acres which also benefits from outbuildings on the plot. The conclusion of the boundary has a river running on the other side of it and the plot has gated access.

LAND

The land features a gated entrance, grassed area with hedge and shrubbery boundaries and also features a former stable block and farm buildings with power and water connections. The marker stakes inside the plot (at the time of instruction) are not boundary markers, please refer to the legal pack for the Land Registry boundary information.

NOTE

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



Crown Copyright Reserved. Measurements have been taken using the Promap Mapping facility, interested parties must make and rely upon their own measurements.

EPC

Energy Efficiency Rating – Exempt

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Stratton Creber Newquay 01637 876275. General enquiries Countrywide Property Auctions 01395 275691.





A four to five bedroom detached house located in the sought after area of Wellswood, Torquay.

LOCATION

Wellswood is located within Torquay on the South Devon Coast, alongside the Torbay towns of Paignton and Brixham. The area is steeped with local history including Oscar Wilde's former home, the Model Village, Kents Cavern, museum, beaches and Babbacombe Theatre. The Harbourside is circa 1.5 miles from the property which features numerous restaurants and bars.

DESCRIPTION

Villa Caprice is an intriguing five double bedroom detached property surrounded by a circa 0.449 hectares/0.45 acre of gardens set in the sought after area of Wellswood in Torquay. Transport links within the town include a bus station and two train stations which link to major Devon cities and London. The house with its attractive Georgian style windows, occupies an imposing elevated position and enjoys a good degree of privacy and outlook towards woodlands. A pathway close by leads to Ilsham Green in the direction of Meadfoot Beach and Ansteys Cove. This impressive home is set within the catchment area of both Ilsham Academy and Warberry Foundation Primary Schools. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

ACCOMMODATION

Ground Floor Large entrance hallway. Lounge with triple aspect windows. Dining room (or bedroom five). Cloakroom. Kitchen and walk in pantry. Access to the rear garden and outbuildings.

First Floor Four double bedrooms. An attractive bathroom with four piece suite and steam sauna cabinet. Additional cloakroom/ Large changing room.

Outside The property is approached via steps which lead to the front garden. There is a paved patio with steps leading to the entrance. To the rear is a large lawned garden surrounded by fencing and hedgerows. The garden also enjoys distant sea views. There is a variety of fruit trees and evergreens within the boundaries of the garden. There are additional separate utility and storage rooms to the rear of the kitchen.

NOTE

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EPC

Energy Efficiency Rating – E

LAPSED PLANNING

A planning application to form vehicular/ pedestrian access (revised) was issued by Torbay Council on the 1st of August 2012,



under the application reference P/2012/0551. This planning was granted but has now lapsed, enquiries can be made to Torbay Council Planning by contacting them on 01803 201201. The legal pack also contains drawings and designs for an apartment block, although these were not submitted for planning, the vendor has provided them to use for reference should a potential buyer wish to look at alternative options at the property.

AUCTION VALUER

Lucy Fuller

VIEWING

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



A two bedroom semi detached character cottage in the highly sought after village of Sidbury, requiring modernisation and having the benefit of extensive private gardens and a range of two storey barns.

LOCATION

The highly sought after village of Sidbury is situated in the picturesque Sid Valley and boasts a primary school, public house, Church, village hall and a shop catering for day to day requirements with further comprehensive facilities and amenities available at the seaside town of Sidmouth circa 3 miles.

DESCRIPTION

A superbly located two bedroom semi-detached cottage requiring modernisation, nestling on the banks of the River Sid, in the highly sought after village of Sidbury. The cottage enjoys a plot size of circa 0.155 hectares/0.38 acres, with three separate garden areas and a range of two storey barns/garaging requiring repair with the potential for conversion, subject to any requisite consents, upon which interested parties must make and rely of their own planning enquiries of East Devon District Council planning department.

ACCOMMODATION

Ground Floor Storm porch, sitting room, dining room, kitchen with larder off.

First Floor Landing, bedroom one overlooking the river, inner hallway to bedroom two, linen store and bathroom.

Outside The gardens are a particular feature of the property with a lawned garden to the front elevation, bordering the River Sid and giving access to the barns and garaging, an enclosed courtyard style garden to the rear with raised decking and a sizeable secret riverside garden accessed through the barns.

EPC

Energy Efficiency Rating – F

AUCTION VALUER

Wendy Alexander

NOTE

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

VIEWING

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





A three bedroom end of terrace property having the benefit of garden, off-street parking and garage.

LOCATION

Capgrave Crescent is situated in the established residential area of Brislington, offering a range of educational facilities and local shops, with regular public transport in to the city centre and readily commutable to the A4 Bath Road.

DESCRIPTION

A three bedroom end of terrace property situated in an established residential area in Brislington. The property offers good sized accommodation with three bedrooms, two reception rooms and fitted kitchen, with the additional benefit of garden, off street parking and a garage.

ACCOMMODATION

Ground Floor Entrance porch, hallway, living room with dining area off and patio doors to the garden, kitchen/breakfast room with patio doors to the garden.

First Floor Landing, three bedrooms and bathroom.

Outside Low maintenance enclosed front garden with on drive parking. The rear garden has a paved patio seating area, lawn, storage shed and pedestrian gate giving access to the garage.



EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Taylors Brislington 01179 713349. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom ground floor flat having the benefit of its own garden area, car port and a share of the freehold.

LOCATION

The property is situated in a quiet lane off Chewton Farm Road close to the local amenities of Walkford, Highcliffe and New Milton as well as local beaches. There are good transport links including a mainline railway station within a few minutes' drive away with trains direct to London Waterloo. The fabulous New Forest National Park is also only a short drive away.

DESCRIPTION

A two bedroom ground floor flat situated in this favoured location. The property has the benefit of its own garden area accessed via patio doors from the sitting room, modern kitchen and bathroom, car port and a share of the freehold.

ACCOMMODATION

Ground Floor Entrance porch, hallway, living room, kitchen, two bedrooms and bathroom.

Outside Garden and carport.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander



VIEWING

Strictly by appointment only with Austin Wyatt Highcliffe 01425 272301. General enquiries

Countrywide Property Auctions 01395 275691.

LOT
10

103 Feeder Road, Bristol BS2 0UB

*GUIDE PRICE £175,000+ CASH BUYERS ONLY



A three bedroom end of terrace house requiring modernisation and enjoying river views from the front elevation.

LOCATION

Feeder Road is situated in the heart of BS2 offering excellent access to Bristol city centre with its comprehensive shopping, leisure and educational facilities, Bristol Temple Meads mainline railway station and Avonmeads.

DESCRIPTION

A three bedroom end of terrace house requiring modernisation situated in the heart of BS2. The property has the benefit of an enclosed private rear garden and river views from the front elevation. Previously utilised as a HMO the property is likely to appeal to the builder/developers for a post works letting venture/resale opportunity and to owner occupiers looking for a family home in this convenient location within the city.

ACCOMMODATION

Ground Floor Entrance hall, living room, kitchen and cloakroom.

First Floor Landing, three bedrooms and bathroom.

Outside Enclosed rear private garden.



AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Chappel & Matthews Clifton 01179 738734. General enquiries Countrywide Property Auctions 01395 275691.



EPC

Energy Efficiency Rating – D



A two bedroom detached chalet style property having the benefit of a tucked away location in this sought after village location.

LOCATION

The village of Ashurst is situated within the New Forest National Park and has local shopping facilities including an excellent convenience store, post office and mainline railway station linking to London Waterloo. Junction 2 of the M27 motorway can be accessed at Ower circa 3 miles and the city of Southampton offering comprehensive shopping facilities and department stores is circa 6 miles to the east. The property is within the catchment area of Foxhills infant and Junior School and Hounsdown Secondary School. The open New Forest can be accessed within yards of property offering many leisure time pursuits.

DESCRIPTION

A detached two bedroom chalet style cottage situated in a no-through road, enjoying a semi-rural location in the New Forest with direct access at the end of the road into Busketts Wood. The property enjoys enclosed private gardens along with a garage and parking.

ACCOMMODATION

Ground Floor Entrance hall, sitting room with patio doors to the side garden, kitchen/ breakfast room and cloakroom.



First Floor Master bedroom with en-suite shower room, second bedroom and family bathroom.

Outside Side and rear enclosed gardens with gravelled seating area and lawn. Garage and additional on drive parking for two cars.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Austin & Wyatt Lyndhurst 02380 283052. General enquiries Countrywide Property Auctions 01395 275691.





A superbly situated and well appointed two bedroom single storey barn conversion in the unspoilt rural hamlet of Chedglow.

LOCATION

The nearby market town of Malmesbury, one of the oldest boroughs in England is a thriving historic town situated in an ideal location for easy access to the M4, within easy reach of Cirencester, Swindon, Bristol, Cheltenham and Bath. Malmesbury offers an excellent range of shopping and leisure facilities, restaurants and sporting facilities, a selection of primary and secondary schools and numerous historical buildings of interest including Malmesbury Abbey and The Market Cross, situated in the heart of the town.

DESCRIPTION

A superbly situated and well appointed two bedroom single storey barn conversion in the unspoilt rural hamlet of Chedglow. This charming property has the benefit of exposed beams and french doors leading from all of the principle rooms to the walled lawned garden and gravelled driveway/parking area.

ACCOMMODATION

Ground Floor Entrance hall, sitting room, kitchen/breakfast room, master bedroom with en-suite shower room, second bedroom and bathroom.

Outside The property is approached over a gravelled driveway leading to the parking area



and walled lawned garden with decked seating area, storage shed and open fronted store.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with R A Bennett Tetbury 01666 390027. General enquiries Countrywide Property Auctions 01395 275691.





A two bedroom semi detached bungalow requiring a series of works to complete the project.

LOCATION

Paignton is set in the heart of The English Riviera, between the Torbay towns of Torquay and Brixham. Local attractions and amenities include a water park, sandy beaches and a cinema complex. Transport links to all Devon cities by rail or bus are available in the town centre.

DESCRIPTION

A two bedroom semi-detached bungalow situated in Paignton requiring completion of works. Currently the property has been stripped back and the basement area has been dug out to expose additional potential living space. The property has had an approved planning application submitted for alterations, an extension, additional car parking and formation of raised terraces. Any interested party should rely on their own findings by visiting the Torbay Council planning website.

ACCOMMODATION

Ground Floor Lounge, former kitchen, former bathroom, two bedrooms.

Lower Ground Floor Staircase from the rear bedroom to a dug out set of cellar/basement rooms.

Outside To the front is a garden area with a pathway to the front and a hard standing. To the rear is a level garden area.

EPC

The property is currently uninhabitable. Previous EPC rating was an F.

PLANNING

A Grant of Conditional Planning was issued by Torbay Council on the 28th of July 2015 under the reference P/2015/0495, for 'Alteration and extension, additional car parking and formation of raised terraces'. Interested parties must make and rely upon their own planning enquiries to Torbay Council Planning Department on 01803 201201.

AUCTION VALUER

Lucy Fuller

VIEWING

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





An ideal investment property containing five apartments and a communal courtyard area.

LOCATION

Alexander Road is situated on the sought after seaward side of Penzance, just a short distance from the promenade which is conveniently located in close proximity to the town centre facilities and amenities.

DESCRIPTION

A three storey period property set in a favoured location within Penzance. The property has been converted into three one bedroom apartments and two studio apartments. To the rear is a communal courtyard area. Nancothan House has proved to be a reliable residential lettings venture over the years generating an income of approximately £25,440 PAE when fully let. The property is likely to appeal to an investor as a continuing income or a break up and re-sale opportunity.

ACCOMMODATION

Ground Floor Entrance hallway. Inner hallway. Communal storage area and access to the courtyard at the rear. Apartment one which contains a lounge, bedroom, kitchen and bathroom. Half landing to apartment two from the first set of stairs. Apartment two features a hallway, open plan living/bedroom, kitchen and bathroom.

First Floor Landing leading to apartments three and four. Apartment three features a hallway, lounge, bedroom, kitchen and

bathroom. Apartment four contains an open plan living/bedroom, kitchen and bathroom.

Second Floor Landing area leading to apartment five which features internal stairs to a landing area, kitchen, open plan living/bedroom and bathroom.

Outside To the rear of the property is an enclosed communal courtyard. To the front is a walled frontage.

EPC

Energy Efficiency Ratings as follows: Flat 1 – E. Flat 2 – F. Flat 3 – E. Flat 4 – E. Flat 5 – D.

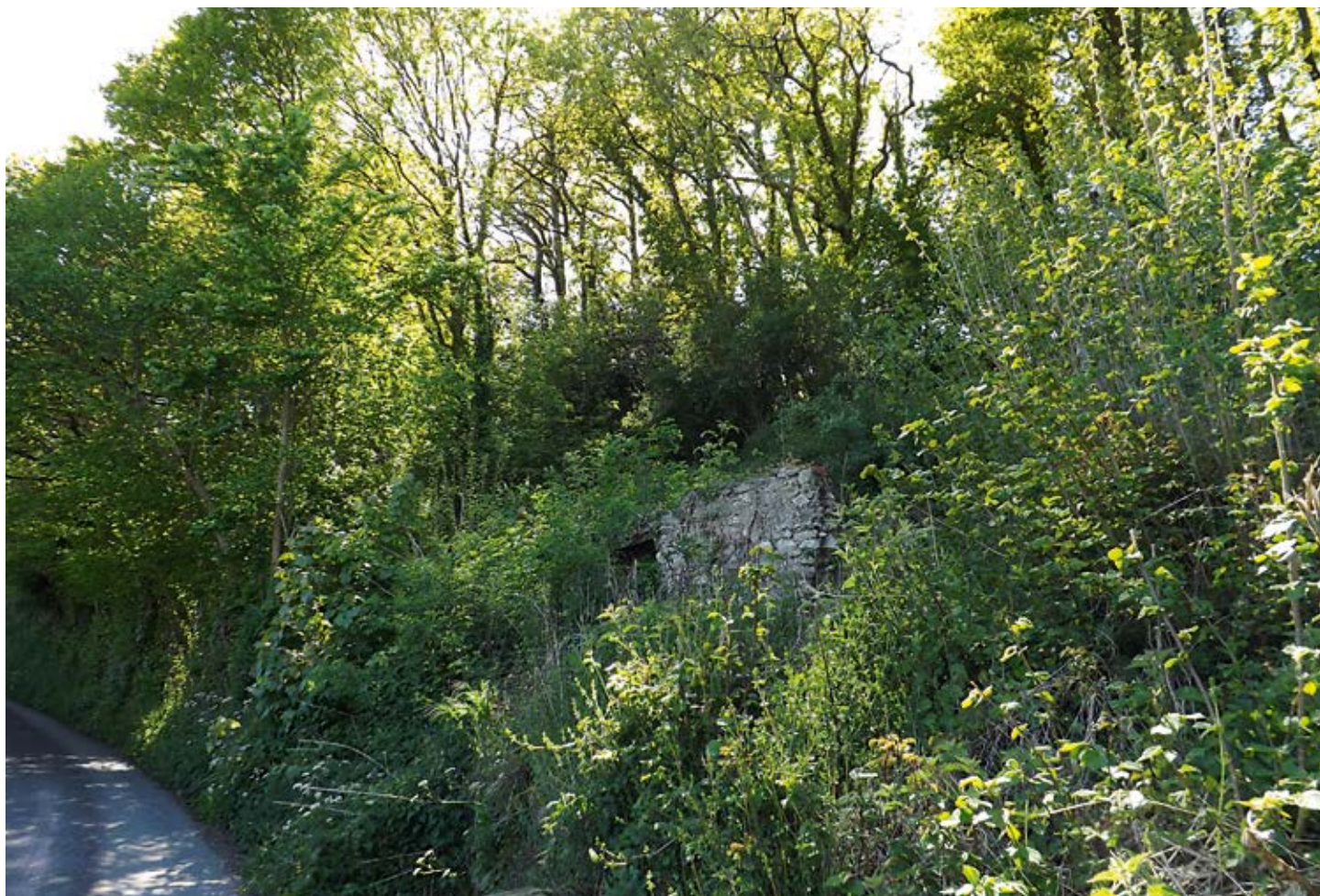
AUCTION VALUER

Lucy Fuller

VIEWING

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





A parcel of land which features a derelict former cider press barn on the plot.

LOCATION

Ideford Combe is a ward of Newton Abbot, located in close proximity to Dartmoor. The land is located circa 4.4 miles from the town centre.

DESCRIPTION

A parcel of land which currently houses a former derelict cider press barn building, which would lend itself useful for storage or workshop space once repairs have taken place.

ACCOMMODATION

Land located within reach of the A380 and in close proximity to Lamorna Swimming Pool. The land features various trees and shrubs and contains a derelict barn. For questions relating to possible planning and development please contact Teignbridge District Council's Planning Department on 01626 361101.

NOTE

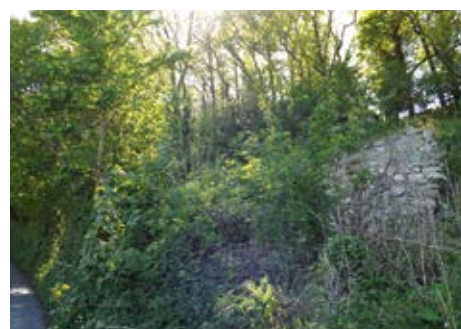
The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

EPC

Energy Efficiency Rating – Exempt.

AUCTION VALUER

Lucy Fuller.



VIEWING

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

LOT
16

38 Roberts Road, Barton Stacey, Winchester, Hampshire SO21 3RY
*GUIDE PRICE £225,000+



A three bedroom mid terrace house requiring modernisation, having the benefit of front and rear gardens, rural views and allocated parking.

LOCATION

Situated in the peaceful village of Barton Stacey just south-east of Andover and easy access to the A34 and A303. The village caters for day to day facilities and amenities and is in the catchment area for Barton Stacey CE primary school and Testbourne community school. Barton Stacey is located circa 9 miles from Winchester central and circa 7 miles to Andover with Micheldever train station circa 6 miles.

DESCRIPTION

A three bedroom mid terrace house which would benefit from a programme of modernisation. The property is set in an established residential area and has the benefit of front and rear gardens backing on to open farmland and glorious rural views, along with an allocated parking space nearby.

ACCOMMODATION

Ground Floor Entrance hall, lounge/diner and kitchen.

First Floor Landing, three bedrooms and bathroom.

Outside Front and rear gardens being mainly laid to lawn and backing on to open farmland. Allocated parking space nearby.



EPC

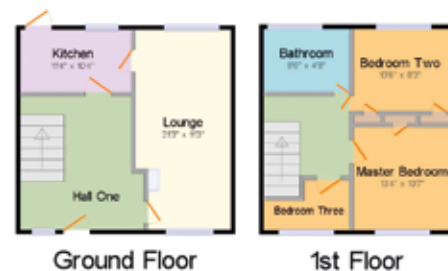
Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Austin & Wyatt Winchester 01962 920145. General enquiries Countrywide Property Auctions 01395 275691.



LOT
17

Flat 6, Bartholomew House, Bartholomew Street West, Exeter EX4 3AJ
*GUIDE PRICE £175,000+

A five bedroom city centre apartment currently utilised as a student lettings property and generating an income of £1963pcm/£21,593pae over 11 months.

LOCATION

Bartholomew Street West is located in the lower end of the Exeter city centre being conveniently situated for the shopping and leisure facilities, restaurants, Exe Bridge and the University. Exeter offers three railway stations and has excellent access to the M5/A30/A38 road networks.

DESCRIPTION

A five bedroom city centre apartment, currently utilised as a student lettings venture and generating an income of £1,963 pcm/£21,593 pae over 11 months. Please refer to the legal pack for details of any tenancies which may be in place at the time of auction.

ACCOMMODATION

Ground Floor (Accessed from the rear of the building) Communal entrance hall with stairs rising to all floors.

Flat 6 Entrance hall, lounge/kitchen/diner, five bedrooms and two bathrooms.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Fulfords Paris Street 01392 252666. General enquiries Countrywide Property Auctions 01395 275691.



LOT
18

39a Dolphin Lodge, Grand Avenue, Worthing, West Sussex BN11 5AL

***GUIDE PRICE £95,000+**



A vacant one bedroom apartment situated in this iconic Grade II listed Art Nouveau building, in proximity of the sea front and promenade.

LOCATION

Worthing is a large seaside town in West Sussex situated at the foot of the South Downs and circa 10 miles from Brighton. The town has a vast selection of public parks and gardens offering a variety of sport and recreational facilities, along with a comprehensive range of shops and restaurants.

DESCRIPTION

A vacant top floor one bedroom apartment situated in proximity of the seafront and enjoying views over the South Downs and out to sea. Dolphin Lodge has a lift and stairs to all floors, well kept communal gardens and putting green, while nearby there are excellent public transport links including regular bus services and a mainline railway station.

ACCOMMODATION

Top Floor 39a: Sitting room, kitchen, bathroom, inner hallway, bedroom.

Outside Communal gardens and putting green.

EPC

Energy Efficiency Rating – E

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with King & Chasemore 01903 231651. General enquiries Countrywide Property Auctions 01395 275691.



LOT
19

5 & 5a Downend Road, Kingswood, Bristol BS15 1RT

*GUIDE PRICE £225,000+



A fabulous investment opportunity to acquire a converted Victorian terraced house comprising two one-bedroom apartments, which have had the benefit of recent refurbishment and gardens to the rear of the property.

LOCATION

Downend Road is conveniently situated for the local facilities and amenities of Downend High Street, Staple Hill and Fishponds, enjoying public transport links to the city centre.

DESCRIPTION

A fabulous residential lettings investment opportunity to acquire a converted Victorian terraced house, comprising two one-bedroom apartments, which have had the benefit of recent refurbishment and their own garden areas situated to the rear of the property. The property is being sold with the benefit of the freehold and new leases already in situ for each of the flats.

ACCOMMODATION

Ground Floor Communal entrance hall.

Ground Floor Flat: Entrance hall, sitting room, kitchen/diner, bedroom and bathroom.

First Floor First Floor Flat: Entrance hall, sitting room, kitchen/diner, bedroom and bathroom.

Outside Both properties have the benefit of their own garden areas to the rear of the property.



Ground Floor



EPC

Energy Efficiency Rating Flat 5 – E Energy Efficiency Rating Flat 5A – D

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Taylors Kingswood 0117 967 7895. General enquiries Countrywide Property Auctions 01395 275691.





A three bedroom first floor flat situated in the prestigious Keswick Road area of Bournemouth, currently in the process of modernisation and requiring finishing works.

LOCATION

The property is situated in one of Boscombe Manor's most premier roads being a level walk from the cliff top and the beach below. Southbourne Grove with its local shops is circa half a mile away, with Bournemouth town centre offering excellent shopping, entertainment and recreational facilities circa 3 miles.

DESCRIPTION

A three bedroom first floor apartment situated in the prestigious Keswick Road area of Bournemouth and having the benefit of garage and parking. The apartment is currently in the process of renovation and requires finishing works in order to create a spacious apartment for either owner occupation, a residential lettings investment, or for a post works onwards resale opportunity.

ACCOMMODATION

First Floor 23A: Landing, sitting room, kitchen/breakfast room, master bedroom with en-suite shower room, two further double bedrooms, former bathroom and WC.

Outside Garage and parking.

EPC

Energy Efficiency Rating – To be confirmed



AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Palmer Snell Boscombe 01202 303388. General enquiries Countrywide Property Auctions 01395 275691.





A five bedroom detached house requiring modernisation throughout, set in close proximity to Liskeard train station.

LOCATION

The historic market town of Liskeard offers a good range of shops, recreational facilities and a main-line railway link from London Paddington to Penzance. Plymouth city centre is approximately eighteen miles to the east, which appeals to those who commute for work purposes. The property is located close to the Looe scenic road route on the outskirts of the main town.

DESCRIPTION

For sale for the first time since the 1980s is this former Toll House set in the market town of Liskeard. The property requires modernisation and some remedial works to bring it up to a modern standard. Previously used as a guest house many years ago, the property does offer a good amount of flexible accommodation and needs to be seen to appreciate the space on offer.

ACCOMMODATION

Ground Floor Entrance hallway with stairs to the first floor, lounge, dining room, kitchen/ breakfast room, rear hallway, workshop room, rear lobby and cloakroom.

First Floor Five bedrooms, bathroom and shower room.

Outside To the rear and side of the property are two courtyard areas. To the front of the property is a parking bay and a tandem garage which has a courtesy door into the kitchen breakfast room.

EPC

Energy Efficiency Rating – G

AUCTION VALUER

Lucy Fuller.

VIEWING

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



LOT
22

7a Albert Road, Eastleigh, Hampshire SO50 4JE

*GUIDE PRICE £100,000–£125,000



A vacant one bedroom ground floor flat having the benefit of its own private garden in a popular residential location.

LOCATION

Eastleigh is an extremely sought after location with good access to the larger town centres of Winchester and Southampton, whilst benefitting from its own excellent educational facilities, shops and restaurants, railway station and access to the M3 and M27 motorways.

DESCRIPTION

A vacant one bedroom ground floor flat being conveniently situated for the facilities and amenities of Eastleigh town centre. The property has had the benefit of a recently installed kitchen and shower room, along with its own private garden.

ACCOMMODATION

Ground Floor Entrance hall, sitting room, kitchen, bedroom and shower room.

Outside Private largely level garden area.

EPC

Energy Efficiency Rating – D

AUCTION VALUER

Wendy Alexander



Ground Floor



VIEWING

Strictly by appointment only with Morris Dibben Chandlers Ford 02380 255055. General enquiries Countrywide Property Auctions 01395 275691.

LOT
23

17 Dolcoath Avenue, Camborne, Cornwall TR14 8RY

***GUIDE PRICE £80,000+**



A two bedroom property requiring modernisation, located within walking distance of Camborne town centre.

LOCATION

The property is located approximately half a mile from Camborne town centre which offers an extensive range of shopping and health facilities. Roskear Primary School and a national supermarket are both situated a short, level walk away. At the other end of town there is a mainline railway station offering a direct link to London Paddington.

DESCRIPTION

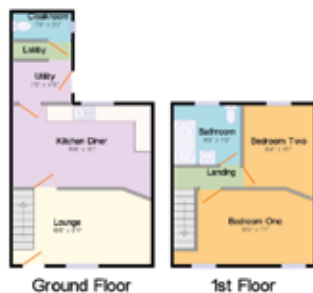
This two bedroom property is only suitable for cash purchasers due to being of mass concrete construction. The property requires some updating but benefits from gas central heating and uPVC double glazing. There are good size gardens to the rear leading to an off-road parking area.

ACCOMMODATION

Ground Floor Lounge and kitchen.

First Floor Two bedrooms and a bathroom.

Outside Garden and off-road parking.



EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING

Strictly by appointment only with Stratton Creber Camborne 01209 717117. General enquiries Countrywide Property Auctions 01395 275691.

**LOT
24****4 West Street, Liskeard, Cornwall PL14 6BW*****GUIDE PRICE £80,000–£100,000**

A Grade II listed three bedroom semi detached cottage in close proximity to the town centre of Liskeard.

LOCATION

The town of Liskeard offers a good range of shops, recreational facilities and a main-line railway link from London Paddington to Penzance. Plymouth city centre is approximately eighteen miles to the east, which appeals to those who commute for work purposes.

DESCRIPTION

A Grade II listed three bedroom semi-detached cottage which would benefit from some updating in places. The property features an enclosed rear garden and additional useful cellar room. Ideal as an investment or project, as it is located on the outskirts of the town centre.

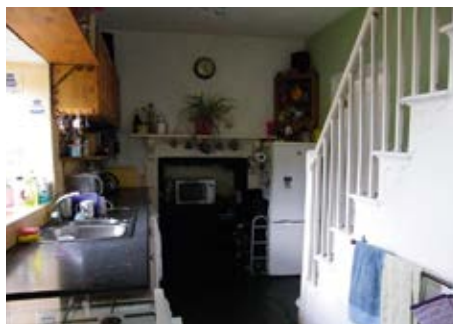
ACCOMMODATION

Ground Floor Entrance hallway, lounge, dining room, kitchen with lower ground floor access, rear porch to the garden.

First Floor Three bedrooms and a bathroom

Lower Ground Floor Basement area with natural light.

Outside Rear enclosed garden mainly laid to lawn with walled surrounds.

**AUCTION VALUER**

Lucy Fuller.

VIEWING

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

**EPC**

Energy Efficiency Rating – E

LOT
25

5 Lys An Pons, Bodmin, Cornwall PL31 2DS

*GUIDE PRICE £60,000+



A one bedroom apartment currently let and generating an income of circa £5,100pae/£425pcm.

LOCATION

Bodmin has a vibrant local community with a bustling high street. It has several supermarkets as well as a leisure centre, primary schools and a secondary school. The town is situated within proximity to the A30 dual carriageway and has a mainline train station.

DESCRIPTION

A one bedroom, second floor apartment currently let on an assured tenancy for £425pcm/£5,100pae, set within the Lys An Pons development in Bodmin. Double glazed windows and gas central heating. Located in the town centre with no forward chain. Leasehold: 999 years from 2007. Security entry system opening into communal hall leading to the six apartments.

ACCOMMODATION

Second Floor Open plan living room incorporating the kitchen, bedroom and bathroom.

RENTAL INFORMATION

The property currently generates an income of £5,100pa and has a tenant in situ at the time of instruction. For further information on the rental agreement in place, please refer to the legal pack.



EPC

Energy Efficiency Rating – B

AUCTION VALUER

Lucy Fuller.

VIEWING

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





A four storey freehold Grade II listed mid terraced property with residential accommodation over three floors and planning permission for the conversion of the ground floor retail unit to a two bedroom garden flat.

LOCATION

Hotwell Road is situated in the Hotwells and Harbourside ward of Bristol and in the City Docks Conservation Area, with a good selection of local shopping and leisure facilities, restaurants and excellent public transport links, being readily commutable to the M5 and Bristol airport.

DESCRIPTION

An interesting opportunity to acquire a mid-terrace, Grade II Listed, four storey property situated in the heart of the Hotwells area of Bristol having excellent access to Clifton, Southville, the harbour and city centre. The property currently comprises a closed former takeaway on the ground floor, with planning permission already in place for change of use and extension to form a two bedroom garden flat, with the upper 3 floors comprising residential accommodation being currently part let to four Assured Shorthold Tenants but offering tremendous potential for formalisation of the upper floors in to self-contained flats, subject to any requisite consents, for either a continued residential lettings venture or perhaps a break up and resale opportunity upon which interested parties must make

and rely upon their own planning enquiries of Bristol City Council.

ACCOMMODATION

Ground Floor Existing Accommodation:

Communal entrance hall giving access to the upper floors. Former takeaway service area, kitchen, preparation room and store room with access to the communal hallway.

Proposed Accommodation: Communal entrance hall, lobby, living room, kitchen/diner, two bedrooms (one with access to the rear enclosed garden) and bathroom.

First Floor Landing, sitting room, kitchen, shower room, study area/inner hallway, bedroom.

Second Floor Landing, bedroom two with en-suite bathroom, study area/inner hallway, bedroom three.

Third Floor Landing, bedrooms four and five and study area/inner hallway.

Outside Enclosed rear garden, wc and store.

PLANNING

A Notice of Decision was issued by Bristol City Council on the 12th April 2018, under application numbers 18/00465/F & 18/00466/LA, for 'Change of use of ground floor takeaway to two bedroom flat including single storey rear



extension and associated internal and external alterations. Provision of refuse and cycle storage'. Interested parties must make and rely upon their own planning enquiries of Bristol City Council Planning Department.

EPC

Energy Efficiency Rating for the ground floor commercial element and upper floors – D

AUCTION VALUER

Wendy Alexander Viewing Strictly by appointment only (block viewings) Chappell & Matthews Clifton 01179 738734. General enquiries Countrywide Property Auctions 01395 275691.



An extended semi detached property comprising of two fully self-contained ground and first floor apartments, presented in good order with gardens and parking.

LOCATION

Lyndhurst is an extremely sought after and thriving village set within the famous New Forest National Park. There is an excellent variety of amenities to include community centre, library, schools and shopping for every day needs. Junction 1 of the M27 motorway can be accessed at Cadnam, circa 4 miles to the north and the mainline railway stations, Brockenhurst and Ashurst, are within approximately 3 miles.

DESCRIPTION

An interesting opportunity to acquire an extended semi-detached property which has been converted into two x two bedroom ground and first floor apartments, each with their own private access from the front of the property and being fully self-contained, with associated landscaped gardens with feature terraces, ornamental pond and Summer house which back on to the New Forest, along with on drive parking for 3 to 4 vehicles. Whilst already having had the benefit of horizontal subdivision, the property would also lend itself to reversion into a sizeable and enviable family home, or perhaps a vertical split to create two houses, subject to any requisite consents upon which interested parties must make and rely upon

their own planning enquiries of New Forest District Council.

ACCOMMODATION

Ground Floor Apartment Entrance porch, hallway, kitchen/breakfast room, lounge, kitchen/breakfast room, two bedrooms and bathroom.

First Floor Apartment Entrance hall with stairs rising to the first floor, lounge, kitchen, master bedroom with en-suite bathroom, second bedroom and family bathroom.

Outside Landscaped gardens lying predominantly to the rear of the property with timber sun terraces, Summer house and ornamental pond, with on drive parking to the front of the property for 3 to 4 vehicles.

EPC

Energy Efficiency Rating – C

AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Austin & Wyatt Lyndhurst 02380 283052. General enquiries Countrywide Property Auctions 01395 275691.



LOT
28

235 Grenville Road, Plymouth PL4 9QE

*GUIDE PRICE £100,000+



Two bedroom terraced house, set in close proximity to the city centre of Plymouth.

LOCATION

Plymouth lies on the south coast of Devon next to the border of Cornwall with road and water links to Torpoint and Saltash. City amenities include a popular shopping centre with an array of shops, restaurants and bars within the historical Barbican and the transformed Royal William Yard which previously served as Naval barracks, but now contains modern apartments and eateries.

DESCRIPTION

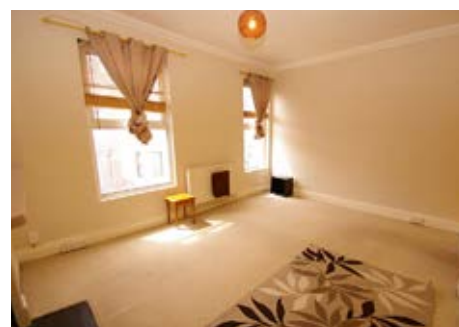
Two bedroom home close to the city centre being sold with vacant possession. This period terraced home has retained some original features and benefits from two double bedrooms. The ground floor comprises lounge and dining room separated by sliding doors to give open plan access. There is also a good sized kitchen, bathroom, and a rear courtyard with seating. Situated a reasonable walk to the city centre and a short drive to the A38.

ACCOMMODATION

Ground Floor Lounge. Dining room. Kitchen. Bathroom.

First Floor Two bedrooms.

Outside Courtyard area.



AUCTION VALUER

Lucy Fuller

Countrywide Property Auctions 01395 275691.

VIEWING

Strictly by appointment only with Drakes Circus Fulfords 01752 223355. General enquiries

EPC

Energy Efficiency Rating – E



A three storey 8 bedroom licensed HMO currently fully let, recently relicensed and to be sold subject to any tenancies which may be in place.

LOCATION

Weston Super Mare is a popular Somerset seaside town situated on the Bristol Channel with its long sandy beach, Grand Pier and a thriving town centre, offering a wide selection of shops, restaurants and leisure facilities throughout the year.

DESCRIPTION

A three storey, eight bedroom, licensed HMO conveniently situated for the facilities and amenities of Weston Super Mare town centre. The property has recently been relicensed and at the time of instruction is fully let and to be sold subject to any tenancies which may be in place. Please refer to the Legal Pack for the current rental income.

ACCOMMODATION

Ground Floor Entrance porch, hallway, living room, kitchen, bedroom 1 with en-suite bathroom.

First Floor Landing, three bedrooms, two shower rooms and a separate WC.

Second Floor Landing and four further bedrooms.

Outside Rear courtyard.

EPC

Energy Efficiency Rating – E



AUCTION VALUER

Wendy Alexander

VIEWING

Strictly by appointment only with Palmer Snell Weston Super Mare 01934 413735. General enquiries Countrywide Property Auctions 01395 275691.

NOTE

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





A 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 – E

AUCTION VALUER

Lucy Fuller

VIEWING

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



**LOT
31****8 Willow Avenue, Torquay TQ2 8DJ*****GUIDE PRICE £90,000–£110,000**

A three bedroom end terrace house requiring a programme of works, set in a residential location in Torquay.

LOCATION

Torquay is located on the South Devon coast, alongside the Torbay towns of Paignton and Brixham. Local amenities include sandy beaches along the coastline and a busy Harbourside featuring several bars, restaurants and a bowling alley.

DESCRIPTION

The property is located in a residential area of Torquay and requires a programme of works. The end terrace house features front and rear gardens and would suit a developer looking to improve the property and restore it to a good standard.

ACCOMMODATION

Ground Floor Lounge, dining room, and kitchen. Stairs to the first floor.

First Floor Three bedrooms, bathroom and cloakroom.

Outside Front and rear gardens.

NOTE

Please be advised that at the time of instruction, the auction surveyor was unable to gain access to the property and has been provided the accommodation information by the seller. Please refer to any addendums on

this Lot which will update any adjustments prior to the auction.

EPC

Energy Efficiency Rating – TBC

AUCTION VALUER

Lucy Fuller

VIEWING

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

LOT
32

113 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL

*GUIDE PRICE £20,000-£25,000



A three bedroom detached holiday lodge set in Hengar Manor Park in Bodmin

LOCATION

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

DESCRIPTION

A three bedroom detached 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 in front of the property. The property is to be sold with any onwards bookings transferrable if applicable.

ACCOMMODATION

Ground Floor Open plan living space. One bedroom. Kitchen. Shower room with toilet.

First Floor Two bedrooms, bathroom and balcony.

Outside Patio area, use of the communal areas within the park and an allocated parking space in front of the property.

EPC

Energy Efficiency Rating – D



AUCTION VALUER

Lucy Fuller.

enquiries Countrywide Property Auctions
01395 275691.

VIEWING

Strictly by appointment only with Stratton
Creber Bodmin 01208 74422. General



Two bedroom detached holiday bungalow situated in the popular location of Hengar Manor Holiday Park.

LOCATION

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

DESCRIPTION

A two bedroom detached holiday bungalow on the popular Hengar Manor holiday park, enjoying a patio seating area, use of the communal gardens, grounds, facilities and amenities, along with allocated parking space.

ACCOMMODATION

Ground Floor Open plan lounge/kitchen/diner, bedroom one, bedroom two, bathroom.

Outside Patio seating area, communal gardens and grounds of circa 35 acres along with the use of on site facilities and amenities and allocated car parking.

EPC

Energy Efficiency Rating – F



AUCTION VALUER

Lucy Fuller

VIEWING

Stratton Creber Bodmin 01208 74422.
General enquiries Countrywide Property Auctions 01395 275691.



Terms & conditions for telephone/proxy bidders

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

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.

A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. Proof of funds for a 10% deposit must also be provided. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.

Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit card. Please note we do not accept cash.

Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).

A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 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. 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.

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. 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.

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

List A – Photographic evidence of Identity

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

List B – Evidence of Residence

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

Signed on behalf of Countrywide Date

Common Auction Conditions

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

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

INTRODUCTION

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

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

Important notice

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

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

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

GLOSSARY

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

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

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

Addendum An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Agreed completion date Subject to CONDITION G9.3: (a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

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

Arrears Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

Arrears schedule The arrears schedule (if any) forming part of the SPECIAL CONDITIONS.

Auction The AUCTION advertised in the CATALOGUE.

Auction conduct conditions The CONDITIONS so headed, including any extra AUCTION CONDUCT CONDITIONS.

Auctioneers The AUCTIONEERS at the AUCTION.

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

Buyer The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations

can be enforced against them jointly or against each of them separately.

Catalogue The CATALOGUE to which the CONDITIONS refer including any supplement to it.

Completion Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

Condition One of the AUCTION CONDUCT CONDITIONS or SALES CONDITIONS.

Contract The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

Contract date The date of the AUCTION or, if the LOT is not sold at the AUCTION: (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

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

General conditions That part of the SALE CONDITIONS so headed, including any extra GENERAL CONDITIONS.

Interest rate If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgment debts, if applicable.)

Lot Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including 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

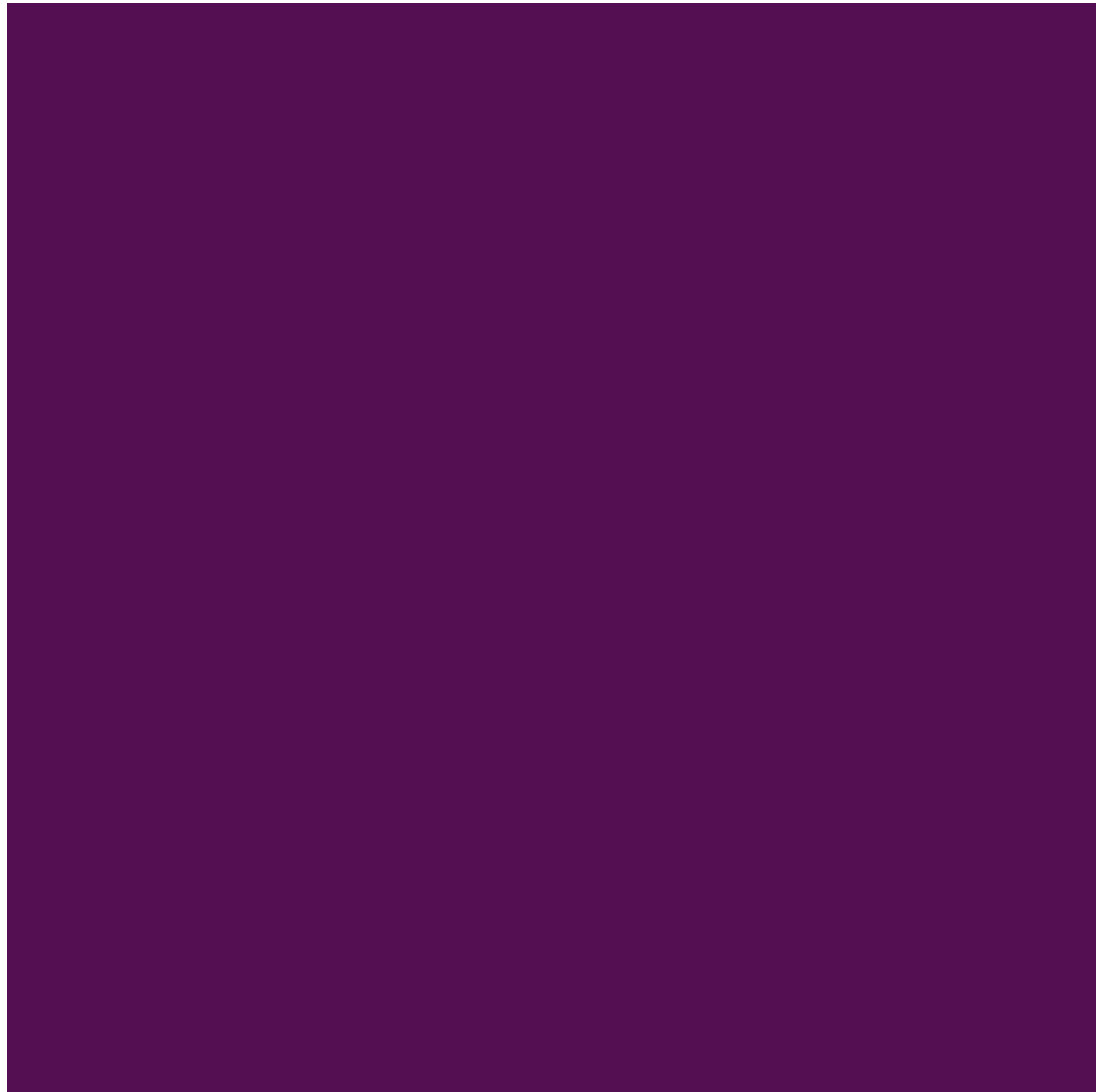
2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.

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
2 Cotton Street
Liverpool L3 7Dy
auctions@countrywide.co.uk

