

# property auction

preview of 24 lots of  
particular interest to  
South West investors

**Tuesday 10 September 2024**  
12 noon prompt

Registration closes promptly at  
12pm on **Monday 9 September**  
and you must be pre-registered  
before this time in order to bid

Please note this auction will be streamed live online only

  
Countrywide  
Property Auctions

SuttonKersh

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

# Welcome



Welcome to the fifth auction of our 2024 series, which will be hosted live streamed online with auctioneer Andrew Binstock on the rostrum.

We have yet another fabulous selection of lots on offer to suit all pockets, including coastal and rural properties for refurbishment throughout the two Counties with glorious views, investment opportunities, amenity land and holiday chalets.

Please remember that bidders' registration closes 24 hours prior to the auction, and you need to be fully registered by that point. As always, should you require any assistance with registration, please do call us and we will be more than happy to assist you.

Our in-house Countrywide network of estate agents will be more than happy to facilitate viewings of the lots on offer and legal packs for all lots can be downloaded free of charge from our website [www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk)

We are now inviting early entries for our 24th October 2024 catalogue, so if you would like a free, no obligation, auction appraisal on your property then please do send us an email [auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk) or call us on 01395 275691.

Kindest regards

**Wendy Alexander ANAVA**

Head of South West Property Auctions  
[wendy.alexander@countrywide.co.uk](mailto:wendy.alexander@countrywide.co.uk)

**116** lots available

**60+**  
vacant  
residential

**30+**  
residential  
investment

**2**  
commercial  
investment

**4**  
development  
opportunities

**5**  
mixed  
use

**2**  
vacant  
commercial

**3**  
land

# Remote bidding guide for live streamed closed door auction

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For the foreseeable future our auctions will be held online with a live auctioneer conducting the proceedings.

We offer three ways to bid at our auction:

1. **Telephone Bidding** A member of the auctions team will telephone you shortly before the lot is offered in the auction room and bid on your behalf subject to your specific instructions.
2. **Proxy Bidding** You authorise the auctioneer to bid on your behalf in line with the bidding in the auction room up to your specified maximum amount.
3. **Internet Bidding** You can bid remotely by using our internet bidding service. Upon successful registration you will be given permission to access the online bidding system. On the day of the auction please follow the auction 'live' (by clicking the link from the relevant auction page on our website) and place your bids accordingly.

To register to bid at the auction you simply have to complete the following steps. Registration closes 24 hours before the start of the auction.

1. **Create an account** Creating an account makes it the easiest way to register and bid at our auction.
2. **Complete identity check** We will require you to pass our verification process and will automatically send you a link to our partners Credas in order for you to complete the check via their app on your phone or tablet. See our Anti-Money Laundering Regulations guide towards the rear of this catalogue.
3. **Complete the bidding form and agree to terms and conditions** You can bid on multiple lots but we do require one form per lot.
4. **Submit your payment** We will require valid debit card details prior to you being able to bid and will contact you in advance of the auction by telephone to obtain these details.

If you are the successful bidder you will be legally bound to pay a 10% deposit subject to a minimum of £3,000, whichever is the greater.

You will also pay a Buyer's Administration Charge, to the auctioneers of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless otherwise stated in the property description in the catalogue). Payments can be made by debit card or bank transfer.

5. **Confirmation** You are ready to bid.

If your bid is successful, we will take payment, sign the memorandum of sale on your behalf and send the contract to both party's solicitors ready for completion.

If your bid is unsuccessful, we will destroy your card details or refund your payment to the account detailed on your bidding form.

# Terms & conditions for proxy, telephone or internet bidders

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

1. A proxy/telephone/internet form must be used to submit your bid to the auctioneers 48 hours before the day of the auction. 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 proxy, telephone or internet bidding form in the catalogue or on the auctioneers website and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.

**Telephone bidding** 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 the form submitted.

**Internet bidding** Upon successful registration you will be issued with a unique bidding number to access our online bidding system. If connection is made then the bidder may compete in the bidding through the bidding system. If it is impossible to obtain connection or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on the form submitted.
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, telephone or internet 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. All bidders must provide a Bank or Building Society Draft or valid debit card details to cover the sum of 10% of the maximum bid or £3,000 whichever is the greater, and the buyers administration charge, to the auctioneer 48 hours prior to the auction to validate the proxy, telephone or internet bidding form. Proof of funds for a 10% deposit must also be provided. **We will not bid on your behalf or accept your bid unless we hold payment details.** Please note we do not accept cash or cheques.  

**Buyer's Administration Charge** The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased.

A separate proxy, telephone or internet 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, telephone or internet bid or withdrawal must be in writing and be received in writing 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. The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone or internet bid, or any delays in the postal system if a proxy bidding form is sent through the post.
8. Prospective bidders should check our website by 10am on the day of the auction and prior to bidding at the auction to ensure there are no changes to the published terms and conditions and to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
9. 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.
10. Should the property be knocked down to the proxy, telephone or internet 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.
11. Should the telephone or internet bid exceed the bidding price stated on the form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitors' client account cheque, or by debit card. We do not accept personal cheques or cash.
12. Proxy, telephone or internet 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 auctioneers pre-sale announcements and are aware of any additional costs and fees payable by the buyer detailed therein.
13. Proxy, telephone or internet bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy, telephone or internet bidders are advised to telephone the Auctioneer's offices or check the auctioneers website 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.
14. The proxy, telephone or internet bidder authorises the Auctioneer or any duly authorised partner or employee of Sutton Kersh as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
15. Please note we must hold 2 forms of certified ID prior to auction, typically this will be: 1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser, we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by Credas Technologies Ltd.
16. Proxy, telephone or internet bidding forms should be sent to [auctions@suttonkersh.co.uk](mailto:auctions@suttonkersh.co.uk). Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website [www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk).

# Auctioneer's pre-sale announcements

**You are required to pre-register if you are intending to bid on any lot at auction to comply with money laundering regulations (full details can be found at the rear of the current catalogue). You can pre-register by completing the Bidders Registration and Identification Form – full details of which can be found on our website.**

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 [suttonkersh.co.uk](http://suttonkersh.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 are available on our website and legal pack portal.
3. This addendum is an important document providing updates and corrections to the auction catalogue.
4. Sutton Kersh 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 query in respect of any of the lots within the catalogue please email your enquiry to [auctions@suttonkersh.co.uk](mailto:auctions@suttonkersh.co.uk) or call 0151 207 6315 prior to submitting your bid and we will endeavour to answer your query.
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 bid clearly if bidding by telephone and do not delay.
14. At the fall of the hammer the successful bidder will be in a binding contract of sale. We will then sign the Memorandum or Contract of Sale on your behalf and a 10% deposit subject to a minimum of £3,000 whichever is the greater will become payable and taken from the funds supplied. Should your telephone/internet bid exceed this amount, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitor's client account cheque or by debit card. We do not accept personal cheques or cash.
15. A successful purchaser will also be required to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) by debit card or bank transfer.
16. Where a deposit is paid to us as stakeholder we are at liberty to transfer all or part of it prior to completion to the Seller's solicitors (net of any fees and commission that will be due to us from the Seller) for them to hold as stakeholder in our place.
17. 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.
18. Unless otherwise stated all property is sold subject to a reserve price whether declared or not (see definition of Reserve Prices below).
19. 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.
20. Sutton Kersh hold regular property auctions throughout the year.
21. Sutton Kersh 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

Should your bid be successful you will be liable to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer. We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

# Order of sale **Tuesday 10 September 2024**

## For sale by public auction unless sold prior or withdrawn

1	25 Churchdown Road, Liverpool L14 7PE	£70,000+*
2	41 Clayford Crescent, Liverpool L14 1PE	£110,000+*
3	42 Munster Road, Liverpool L13 5ST	£90,000+*
4	9 Strathmore Drive, Crosby, Liverpool L23 0RA	£225,000+*
5	3 Colinton Street, Liverpool L15 4NG	£80,000+*
6	75 Blundell Road, Widnes, Cheshire WA8 8SN	£70,000+*
7	228-232 Knowsley Road, Bootle, Merseyside L20 5DG	£275,000+*
8	Land at the corner of Stillington Road & South Hill, Liverpool L8 9YG	£175,000+*
9	180 Market Street, Newton-le-willows, Merseyside WA12 9DG	£75,000+*
10	105/105a Colebrooke Road, Aigburth, Liverpool L17 7BZ	£135,000+*
11	171/171a Linacre Road, Liverpool L21 8JS	£85,000+*
12	56 Alstonfield Road, Liverpool L14 0PJ	£100,000+*
13	469/469a West Derby Road, Liverpool L6 4BN	£85,000+*
14	8 Gateacre Brow, Gateacre, Liverpool L25 3PB	£300,000+*
15	Apt 312, 15 Hatton Garden, Liverpool L3 2HB	£70,000+*
16	Apt 41, 15 Victoria Street, Liverpool L2 5QS	£75,000+*
17	21 Rockville Street, Birkenhead, Merseyside CH42 3XY	£90,000+*
18	50 Bebington Road, Birkenhead, Merseyside CH42 6PX	£100,000+*
19	21 Munster Road, Liverpool L13 5ST	£80,000+*
20	Land to the rear of 39 Victoria Road, Tuebrook, Liverpool L13 8AL	£65,000+*
21	16 Heswall Road, Liverpool L9 4SE	£120,000+*
22	77 Caldly Road, Liverpool L9 4RZ	£120,000+*
23	90 Cooper Street, Widnes, Cheshire WA8 6ES	£75,000+*
24	Rockvilla Hotel, 329 Old Chester Road, Birkenhead CH42 3XH	£265,000+*
25	16 Seafore Close, Maghull, Liverpool L31 2JS	£80,000+*
26	9 Lesseps Road, Liverpool L8 ORD	£165,000+*
27	14 Blundellsands Road West, Liverpool L23 6TF	£550,000+*
28	167, 169 & 169a Picton Road/2 Eastdale Road L15 4HW	£300,000+*
29	Garage to the east of 4 Church Mount, Liverpool L7 1PD	£35,000-£40,000*
30	Toffees Guest House, 56 East Parade, Rhyl, Clwyd LL18 3AW	£90,000+*
31	Anchor B&b, 40 River Street, Rhyl, Clwyd LL18 1PT	£120,000+*
32	The Cove Guest House, 48 River Street, Rhyl, Clwyd LL18 1PT	£180,000+*
33	3 Grove Road, Liverpool L6 8NA	£150,000+*
34	8 Baron Road, Blackpool FY1 6JU	£35,000+*
35	101 Victoria Court, Southport, Merseyside PR8 2DW	£100,000+*
36	140 Cockburn Street, Liverpool L8 9TD	£75,000+*
37	Flat 3, 37 Derby Lane, Liverpool L13 6QA	£45,000+*
38	Apt 27, 3c Bridgewater Street, Liverpool L1 0AR	£25,000+*
39	88 Green Lane, Stoneycroft, Liverpool L13 7EA	£55,000+*
40	9 Haverstock Road, Liverpool L6 8PA	£100,000+*
41	9 Wyncroft Road, Widnes, Cheshire WA8 8QE	£85,000+*
42	Apt 31, Beech Rise, Roughwood Drive, Liverpool L33 8WY	£20,000+*
43	32 Peel Street, Liverpool L8 3SZ	£225,000+*
44	Apt 5, Beech Rise, Roughwood Drive, Liverpool L33 8WY	£20,000+*
45	16 Sandy Lane, Walton, Liverpool L9 9BA	£65,000+*
46	110 Breck Road, Anfield, Liverpool L4 2RD	£80,000+*
47	26 Cairo Street, Liverpool L4 3UA	£50,000+*
48	42 & 42a Park Hill Road, Liverpool L8 4TF	£125,000+*
49	18 Rufford Road, Bootle, Merseyside L20 5EP	£70,000+*
50	21 Shakespeare Street, Bootle, Merseyside L20 4JP	£50,000+*
51	37 Westcott Road, Liverpool L4 2RE	£50,000+*
52	76 Fitzgerald Road, Old Swan, Liverpool L13 5XJ	£80,000+*
53	143 Kemble Street, Prescot, Merseyside L34 5SG	£135,000+*
54	9 Brook Road, Walton, Liverpool L9 2BE	£140,000+*
55	Flat 3 James House, 31 South Drive, Wavertree, Liverpool L15 8JJ	£15,000+*
56	65 Pirrie Road, Liverpool L9 6AA	£65,000+*
57	43 Rossett Street, Liverpool L6 4AN	£75,000+*
58	109 Pasture Avenue, Wirral, Merseyside CH46 8SQ	£80,000+*

59	8 Millgreen Close, Liverpool L12 0BB	£95,000+*
60	26 Keenan Drive, Bootle, Merseyside L20 0AL	£80,000+*
61	Flat 3, 16 Alexandra Drive, Liverpool L17 8TD	£50,000+*
62	Flat 5, 4 Alexandra Drive, Liverpool L17 8TD	£70,000+*
63	14 Bellmore Street, Garston, Liverpool L19 1QR	£85,000+*
64	30 Southport Road, Scarisbrick, Southport, Merseyside PR8 5JE	£120,000–£130,000*
65	Flat 3, 51 Wavertree Nook Road, Liverpool L15 7LF	£75,000+*
66	14 Orrell Lane, Liverpool L9 8BY	£80,000+*
67	10 Kellit Road, Liverpool L15 0ER	£80,000+*
68	28 Orleans Road, Old Swan, Liverpool L13 5XP	£65,000+*
69	42 Sandstone Road East, Liverpool L13 6QZ	£110,000+*
70	28 Long Lane, Walton, Liverpool L9 9AQ	£55,000+*
71	116 Longreach Road, Liverpool L14 0NW	£85,000+*
72	42 Brainerd Street, Liverpool L13 7EH	£90,000+*
73	24e Fairfield Crescent, Fairfield, Liverpool L6 8PJ	£150,000+*
74	5 Highfield Road, Old Swan, Liverpool L13 3BR	£135,000+*
75	38 Morecambe Street, Liverpool L6 4AX	£50,000+*
76	Unit 30 Parliament Place, 246 Upper Parliament St, Liverpool L8 7QE	£30,000+*
77	23 Snowdrop Street, Liverpool L5 7RT	£65,000+*
78	1a Diana Street, Liverpool L4 5RX	£80,000+*
79	10 Hampstead Road, Liverpool L6 8NG	£275,000+*
80	114 Alwyn Street, Aigburth, Liverpool L17 7DY	£135,000+*
81	3 Hartleys Village, Liverpool L9 7AH	£125,000+*
82	139 Brighton Street, Wallasey, Merseyside CH44 8DT	£80,000+*
83	50 Dewsbury Road, Liverpool L4 2XG	£50,000+*
84	14 Ardleigh Road, Liverpool L13 2BD	£125,000+*
85	42 Parton Street, Liverpool L6 3AW	£55,000+*
86	25 Eaton Road, West Derby, Liverpool L12 7JJ	£220,000+*
87	15 Endsleigh Road, Old Swan, Liverpool L13 3AX	£75,000+*
88	18 Cooks Road, Crosby, Liverpool L23 2TB	£70,000+*
89	11 Sandiway Avenue, Widnes, Cheshire WA8 8LE	£150,000+*
90	22 Halsbury Road, Kensington, Liverpool L6 6DQ	£90,000+*
91	2 Roby Street, Bootle, Merseyside L20 5BH	£65,000+
92	55 Brook Street, Dawlish, Devon EX7 9AE	£110,000+*
93	2 Sea View, Dobbin Lane, Trevone, Padstow, Cornwall PL28 8QP	£350,000+*
94	14 Beacon Park, Pelynt, Looe, Cornwall PL13 2PQ	£295,000+*
95	17 Marine Drive, Torpoint, Cornwall PL11 2EH	£375,000+*
96	18 South Terrace, Penzance, Cornwall TR18 4DP	£195,000+*
97	Rosedale, Valley Park Lane, Mevagissey, St. Austell PL26 6RS	£395,000+*
98	15 St. Leonards, Bodmin, Cornwall PL31 1LA	£100,000+*
99	133 Hillside Villas, Millendreath Holiday Village, Looe PL13 1PF	£90,000+*
100	21 Rundle Road, Newton Abbot, Devon TQ12 2PY	£200,000+*
101	88 Drump Road, Redruth, Cornwall TR15 1PR	£115,000+*
102	2 Carn Bargus, Whitemoor, Nanpean, St. Austell, Cornwall PL26 7XF	£100,000+*
103	Land at Strongmans Cottage, Ruthvoes, St. Columb TR9 6HT	£30,000+*
104	Former Chapel Grounds, Ruthvoes, St. Columb, Cornwall TR9 6HT	£15,000–£20,000*
105	Strongmans Cottage, Ruthvoes, St. Columb, Cornwall TR9 6HT	£275,000+*
106	3 Woodland View, Coombe, St. Austell, Cornwall PL26 7LJ	£130,000+*
107	11 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	£60,000–£70,000*
108	Flat 2, 59 Embankment Road, Plymouth PL4 9HX	£75,000+*
109	4 Merrivale Close, Torquay TQ2 8PZ	£275,000+*
110	Mons Haven, Twelvewoods Place, Dobwalls, Liskeard PL14 6JW	£250,000+*
111	57 Bonville Road, Plymouth PL6 6TE	£100,000+*
112	15 Topsham Road, Exeter EX2 4EZ	£325,000+*
113	1 Orchard Road, Plymouth PL2 2QX	£140,000+*
114	Former Public Conveniences, Bridge Road, Kingswear TQ6 0DZ	£25,000+*
115	7 Swan Court, Victoria Road, Dartmouth, Devon TQ6 9EA	£115,000+*
116	122 Knowsley Road, Bootle, Merseyside L20 4NR	£85,000+*



**Description**

A two bedroom mid terrace cottage requiring modernisation situated in the popular coastal town of Dawlish. The property currently offers a sitting room for refurbishment, kitchen/diner and a single skin bathroom and WC to the ground floor, with two double bedrooms and a loft room on the upper floors, along with a double width garden leading down to Dawlish Water, with a large detached chalet/workshop. The property previously had a Grant of Conditional Planning Permission, under application number 16/-1643/FUL, for a "Two storey extension to the rear" which has since lapsed. Interested parties must make and rely upon their own planning enquiries of Teignbridge District Council.

**Situated**

Brook Street is conveniently located for the facilities and amenities of Dawlish town centre, with a selection of shopping, educational and leisure facilities, sandy beach and mainline railway station, being readily commutable to Exeter and in turn the M5 and Exeter airport.

**Ground Floor**

Sitting room, kitchen/diner, bathroom and WC.

**First Floor**

Two double bedrooms.

**Second Floor**

Loft room with Velux window to the rear.

**Outside**

Double width garden, with two linked areas of lawned gardens leading directly down to Dawlish Water, along with a large detached chalet/workshop.



**Note**

The single storey extension to the rear of the property is of single skin construction with asbestos roofing sheets in need of repair/replacement and is therefore likely to be suitable for cash purchasers only. Permit parking is available for residents.

**EPC Rating**

TBC

**Council Tax Band**

B





**Description**

A two bedroom semi-detached bungalow situated in the highly sought after village of Trevone, enjoying sea views from the rear elevation and offering tremendous potential for further extension and/or reconfiguration of the existing accommodation, subject to any requisite consents. The property currently comprises entrance hall, kitchen, lounge/diner, two bedrooms, family bathroom and a loft room, with two driveways providing ample parking and rear garden being mainly laid to lawn.

**Situated**

The seaside village of Trevone offers a public house, church, local shop and café, with two beautiful beaches and scenic cliff top walks. Further facilities and amenities can be found within 2 miles at Padstow and St Merryn.

**Ground Floor**

Entrance hall, lounge/diner, two bedrooms and bathroom.

**First Floor**

Loft room with Velux window.

**Viewings**

Strictly by prior appointment with Stratton Creber Padstow 01841 532230. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

E

**Council Tax Band**

C





**Description**

A vacant three bedroom link detached bungalow requiring modernisation, having the benefit of front and rear gardens, conservatory, attached garage and driveway parking, enjoying a cul-de-sac location on the rural fringes of the popular Cornish village of Pelynt.

**Situated**

The pretty Cornish village of Pelynt offers a range of day to day facilities and amenities, with village post office, convenience store, primary school, hairdressing salon and the Jubilee Inn. The larger town of Looe is circa 4 miles, with working harbour and sandy beaches, restaurants and cafes, along with a railway service to Liskeard.

**Ground Floor**

Entrance porch, hallway, lounge/diner, kitchen/breakfast room with full length conservatory off and pedestrian door to the garage, three bedrooms, bathroom and separate WC.

**Outside**

Good sized front and rear gardens, garage and additional on drive parking.

**Viewings**

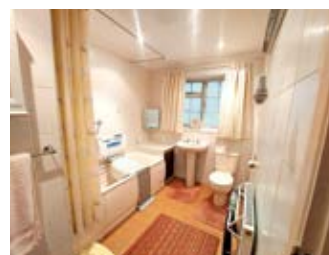
Strictly by prior appointment with Stratton Creber Looe 01503 262271. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

E

**Council Tax Band**

E





**Description**

A sizeable double fronted end of terrace period property, coming to the market for the first time since the 1950s, situated directly adjacent to Torpoint Yacht Harbour/Marina and slipway, with views of the River Tamar and Mount Edgumbe beyond. The property whilst in need of modernisation and perhaps reconfiguration of the existing accommodation, offers a fabulous opportunity to create a truly enviable waterside family home, with accommodation currently comprising two large reception rooms, kitchen/diner, utility room and bathroom to the ground floor, with three double bedrooms and bathroom to the first floor, detached garage/workshop with additional gated parking/boat storage area leading to the principal paved garden area and a rear courtyard.

**Situated**

Marine Drive is a highly sought after location in Torpoint, running directly alongside the River Tamar and with glorious views to Mount Edgumbe, whilst still in close proximity of the town centre facilities and amenities, along with the ferry crossing to Plymouth.

**Ground Floor**

Entrance hall with stairs rising to the first floor, sitting room, second reception room, kitchen/diner, rear hallway with access to the utility room, bathroom and access to the rear courtyard, with outside WC and steps leading up to Marine Drive.

**First Floor**

Landing, bedrooms one and two with river views, bedroom

three with en-suite WC, family bathroom and separate WC.

**Outside**

Detached garage/workshop, gated parking/boat storage with two large patio areas and pathway leading up to the main entrance and a rear courtyard garden giving access to Marine Drive.

**Viewings**

Strictly by prior appointment with Miller Countrywide Torpoint 01752 813688. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

TBC

**Council Tax Band**

E





**Description**

A two bedroom mid terrace character cottage, situated on the Promenade and enjoying panoramic sea views from St Michael's Mount across to Newlyn. The property while in need of some modernisation the property offers tremendous potential to further enhance the existing accommodation and has the benefit of a walled front garden.

**Situated**

The thriving seaside town of Penzance offers a wide variety of shopping, leisure and educational facilities catering for all age groups, along with the Promenade and Lido, glorious beaches and marina. Penzance is readily accessible to the A30 and also has a mainline railway station.

**Ground Floor**

Sitting room, kitchen/diner.

**First Floor**

Landing, two bedrooms and shower room.

**Outside**

Walled front garden.

**Viewings**

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

**EPC Rating**

TBC

**Council Tax Band**

C



**Note**

We understand that the shower room is of single skin construction and that the property is therefore suitable for cash buyers only.





**Description**

A fabulous opportunity to acquire a sizeable reverse level three bedroom detached property requiring modernisation, having the benefit of views over Mevagissey harbour out to sea and the surrounding countryside, set in 0.213 hectares/0.52 acres. The property enjoys a secluded location off Valley Park Lane, within walking distance of the centre of Mevagissey, and may offer the potential for further development, subject to any requisite consents, upon which interested parties must make and rely upon their own enquiries of Cornwall Council planning department.

**Situated**

Mevagissey is a popular traditional Cornish fishing village, with a working harbour and a range of bespoke shops, cafes and restaurants catering for every day requirements, with further facilities and amenities available at nearby St Austell, along with a mainline railway station and educational facilities catering for all age groups.

**Ground Floor**

Entrance hall, two double bedrooms and office.

**First Floor**

Large landing, dual aspect sitting room, kitchen, master bedroom, shower room and separate WC.

**Outside**

Gardens and grounds of circa 0.213 hectares/0.52 acres.

**Viewings**

Strictly by prior appointment with Stratton Creber St Austell 01726 73254. General enquiries Countrywide Property Auctions 01395 275691.



**EPC Rating**

G

**Council Tax Band**

D

**Note**

We understand that further land may be available to purchase by separate negotiation with the vendors. Measurements have

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



**Description**

A mid terrace two storey property, formerly mixed use, now partly converted into two residential apartments, each having their own separate access and requiring completion works. To the rear of the property there is a good sized terraced garden with seating areas and a studio requiring refurbishment, which may provide additional living space, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

**Situated**

St Leonards is a Conservation area situated at the top of the main shopping centre of Bodmin, offering a wide range of shops, educational and leisure facilities catering for all age groups, supermarkets and retail parks. Bodmin is readily accessible to both the A30 and A38 road networks, with a mainline railway station at Bodmin Parkway.

**Ground Floor Apartment**

Sitting room, kitchen, dining room/bedroom two with an adjoining room to form bedroom one and a bathroom.

**First Floor Apartment**

Landing, sitting room, kitchen/breakfast room, two bedrooms and bathroom.

**Outside**

Rear terraced gardens with seating areas. Studio with living/bedroom, kitchen and cloakroom.

**Viewings**

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



**Planning**

A Grant of Conditional Planning Permission was issued under application number PA13/04311, on the 7th August 2013, for 'Change of use of ground floor butchers shop to one residential dwelling'. Please note that the first floor of the property was already a self-contained apartment. The planning permission granted was for the conversion of the ground floor shop premises to a residential apartment.

**EPC Rating**

TBC

**Council Tax Band**

A



**Description**

A two bedroom holiday villa enjoying an elevated position on the Millendreath Beach Resort, having the benefit of a large balconied sun deck giving glorious rural and sea views. The property enjoys a peaceful location, situated towards the rural fringes of the resort with a car parking space close to the property and additional parking available in the main car park.

**Situated**

Millendreath Beach Resort offers a south facing sandy beach at low tide and rock pools, along with a beach side seasonal café/ bistro and bar. The resort is set in 65 acres of private woodland, giving direct access to the South West Coast Path, with further shopping and leisure facilities available in the seaside town of Looe, along with a branch line to Liskeard.

**Chalet 133**

Open plan lounge/kitchen/ diner with integrated appliances, inner hallway, two bedrooms and bathroom.

**Outside**

Large decked and balconied sun terrace, use of the communal grounds and beach.

**Viewings**

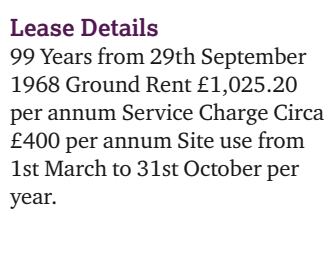
Strictly by prior appointment with Stratton Creber Looe 01503 262271. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

D

**Council Tax Band**

N/A



**Lease Details**

99 Years from 29th September 1968 Ground Rent £1,025.20 per annum Service Charge Circa £400 per annum Site use from 1st March to 31st October per year.





**Description**

A vacant two double bedroom semi-detached bungalow requiring modernisation and having the benefit of good sized front and rear gardens being mainly laid to lawn, greenhouse and garage. The property enjoys a cul-de-sac location, with far reaching views over the townscape and the surrounding countryside beyond.

**Situated**

Newton Abbot is a thriving market town offering a wide range of shopping and leisure facilities, mainline railway station and excellent access to Torbay, Exeter and Plymouth, along with educational facilities catering for all age groups.

**Ground Floor**

Conservatory, hallway, lounge, kitchen, two double bedrooms and wet room.

**EPC Rating**

D

**Council Tax Band**

C

**Outside**

Good sized front and rear gardens, detached garage.

**Viewings**

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







**Description**

A two bedroom mid terrace cottage requiring modernisation having the benefit of front and rear gardens, two reception rooms and a shower room. The property is conveniently situated for Redruth town centre, Camborne and Pool and is readily commutable to the A30/A393 road networks.

**Situated**

Redruth town centre offers a wide variety of shopping, leisure and educational facilities catering for all age groups, along with a mainline railway station, supermarkets and retail parks.

**Ground Floor**

Sitting room, dining room, kitchen and shower room.

**EPC Rating**

D

**First Floor**

Landing and two bedrooms.

**Council Tax Band**

A

**Outside**

Small walled front garden with a good sized enclosed rear garden.

**Viewings**

Strictly by prior appointment with Stratton Creber Redruth 01209 217201. General enquiries Countrywide Property Auctions 01395 275691.





**Description**

A well-presented two bedroom semi-detached property having the benefit of front and rear gardens, conservatory and parking. The property is likely to appeal to both residential lettings investors and owner/occupiers in this popular rural village being readily commutable to the neighbouring villages of Roche, St Dennis and St Austell town centre.

**Situated**

Whitemoor is a rural village situated between the larger villages of Roche and St Dennis both offering a range of shopping, leisure and educational facilities, with further facilities and amenities, along with a mainline railway station available at St Austell circa 5 miles.

**Ground Floor**

Entrance hall, cloakroom, kitchen, living room and conservatory.

**First Floor**

Two double bedrooms and a family bathroom.

**Outside**

Low maintenance front and rear gardens and parking space.

**Viewings**

Strictly by prior appointment with Stratton Creber St Austell 01726 73254. General enquiries Countrywide Property Auctions.

**EPC Rating**

D

**Council Tax Band**

B





**Description**

A rare opportunity to acquire a parcel of gently sloping pasture/amenity land measuring circa 2 acres, currently arranged as two paddocks and hardstanding, situated on the fringes of Ruthvoes village. The land has previously been utilised for grazing/equestrian purposes but may lend itself for a variety of uses, upon which interested parties must make and rely upon their own enquiries of Cornwall Council planning department.

**Situated**

The rural village of Ruthvoes is situated between the larger villages of St Columb and Fraddon, offering a selection of bespoke shops, retail parks, educational and leisure facilities. Ruthvoes is readily accessible to the A30 and the larger towns of Newquay, Padstow and St Austell, along with the stunning Cornish coastline and beaches.

**Viewings**

Strictly by prior appointment with Miller Countrywide Newquay 01637 871242. General enquiries Countrywide Property Auctions 01395 275691.

**Note**

The outline of the land being sold as this Lot are shown hatched and outlined in blue on the Promap. The Promap shown is for approximate identification purposes only and is not to scale. Interested parties must make and rely upon their own measurements. Crown Copyright Reserved.





**Description**

An interesting opportunity to acquire a parcel of land measuring circa 0.26 acres situated on the rural fringes of Ruthvoes village. The land, which is believed to be the site of the remains of the former Chapel at Ruthvoes and is currently overgrown, would lend itself to a variety of uses subject to any requisite consents, upon which interested parties must make and rely upon their own enquiries of Cornwall Council.

**Situated**

The rural village of Ruthvoes is situated between the larger villages of St Columb and Fraddon, offering a selection of bespoke shops, retail parks, educational and leisure facilities. Ruthvoes is readily accessible to the A30 and the larger towns of Newquay, Padstow and St Austell, along with the stunning Cornish coastline and beaches.

**Note**

The land is currently overgrown and viewers must enter the land at their own risk. The outline to the land being sold as this Lot are shown hatched and outlined in purple on the Promap. The Promap shown is for approximate identification purposes only and is not to scale. Interested parties must make and rely upon their own measurements. Crown Copyright Reserved. Please refer

to the legal pack with regards to access rights.

**Viewings**

Strictly by prior appointment with Miller Countrywide Newquay 01637 871242. General enquiries Countrywide Property Auctions 01395 275691.





**Description**

A charming two double bedroom character cottage requiring modernisation, situated on the rural fringes of Ruthvoes village, having been in the same family ownership for many generations. The property enjoys a plot size of 0.3 acres being predominantly laid to lawn, with useful storage sheds/outbuildings and garden pond, with the potential to create parking within the gardens.

**Situated**

The rural village of Ruthvoes is situated between the larger villages of St Columb and Fraddon, offering a selection of bespoke shops, retail parks, educational and leisure facilities. Ruthvoes is readily accessible to the A30 and the larger towns of Newquay, Padstow and St Austell, along with the stunning Cornish coastline and beaches.

**Ground Floor**

Entrance hall, dual aspect sitting room, kitchen/dining room, conservatory/utility area.

**First Floor**

Landing, two double bedrooms and bathroom.

**Outside**

Mature gardens being mainly laid to lawn, with garden pond and useful storage facilities.

**Viewings**

Strictly by prior appointment with Miller Countrywide Newquay 01637 871242. General enquiries Countrywide Property Auctions 01395 275691.

**Note**

The outlines to the land being sold as this Lot are shown in red on the Promap. The Promap shown is for approximate identification purposes only and is not to scale. Interested parties



must make and rely upon their own measurements. Crown Copyright Reserved. Please refer to the legal pack with regards to access rights. We understand that part of the garden is currently in a three year treatment plan for Japanese Knotweed. Further details will be provided within the legal pack.

**EPC Rating**

F

**Council Tax Band**

C



**Description**

A fabulous opportunity to acquire a vacant two bedroom semi-detached property now requiring refurbishment, situated in the rarely available hamlet of Coombe, having the benefit of good sized front and rear gardens, along with residents parking area. The property offers a lounge/diner and kitchen to the ground floor, two bedrooms and bathroom to the first floor.

**Situated**

Coombe is a highly sought after rural hamlet situated between St Austell and Truro, surrounded by open countryside, a wooded valley and play park. Primary and secondary schools can be found in the nearby village of St Stephen, further shopping and leisure facilities are available in St Austell circa 5 miles and the Cathedral city of Truro circa 10 miles.

**Ground Floor**

Entrance hall, lounge/diner, kitchen.

**First Floor**

Landing, two double bedrooms and bathroom.

**Outside**

Good sized front and rear gardens, residents parking area to the front of the property.

**Viewings**

Strictly by prior appointment with Miller Countrywide St Austell 01726 66435. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

D

**Council Tax Band**

B



**Note**

The property is subject to a local authority restriction. The purchaser of the property will need to have either lived or worked in Cornwall for the last three years. Please refer to the legal pack for further information regarding this restriction.





**Description**

A four bedroom detached holiday villa situated on the ever popular Hengar Manor holiday park. The property comprises an open plan lounge/kitchen/diner, two bedrooms and shower room to the ground floor, master bedroom with balcony, bedroom four and a bathroom to the first floor, private seating area and use of the onsite facilities and grounds.

**Situated**

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

**Ground Floor**

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

**EPC Rating**

TBC

**First Floor**

Master bedroom with balcony off, bedroom four, family bathroom.

**Council Tax Band**

TBC

**Outside**

Private seating area and use of the communal gardens, grounds and on site facilities.

**Viewings**

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





**Description**

A two double bedroom flat situated in a Grade II Listed building and conveniently situated for both local facilities and amenities, along with those of the Barbican and Plymouth city centre. The property is currently let on a rolling assured shorthold tenancy producing £700 pcm/£8,400 per annum. The property has the remainder of a 985 year lease and a 25% share of the freehold, suitable for cash buyers only due to part of the structure being of single skin construction.

**Situated**

Embankment Road is conveniently located for both local facilities and amenities, along with those of the Barbican and Plymouth city centre with local bus routes and is readily commutable to the A38 Devon Expressway.

**Ground Floor**

Communal entrance hall with stairs rising to all floors.

**Flat 2**

Entrance hall, lounge, kitchen/diner, two double bedrooms and bathroom.

**Viewings**

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

**EPC Rating**

E

**Council Tax Band**

A

**Lease**

985 years remaining

**Service Charge and Ground Rent**

£600 per annum.







**Description**

A three bedroom split level detached property requiring modernisation, enjoying an enviable cul-de-sac location and having far reaching views over Torbay. The property offers front and rear gardens, on drive parking and an attached garage, with entrance hall, kitchen, lounge/diner and WC at entrance level, with three bedrooms and a bathroom at garden level.

**Situated**

Merrival Close is a highly sought after residential location situated on the outskirts of Torquay town centre, in proximity of local facilities and amenities, including Watcombe Primary and Nursery school, Mayfield and Coombe Pafford.

**Ground Floor**

Entrance hall, kitchen with door through to garage, lounge/diner and WC.

**Garden Floor**

Hallway, two double bedrooms, studio/bedroom three and bathroom.

**Outside**

Front and rear gardens, attached garage.

**Viewings**

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

**EPC Rating**

E

**Council Tax Band**

E





**Description**

A three bedroom detached bungalow with garage and additional on-drive parking, enjoying a good sized plot in the popular village of Dobwalls. The property is currently part way through refurbishment having the benefit of new shower rooms and a fitted kitchen installed, with the remaining accommodation offering a blank canvas to finish to your own specifications, or as a postworks onward resale opportunity.

**Situated**

Dobwalls village offers a range of facilities catering for day to day needs with local shops, Post Office, primary and nursery schools, Church and a public house, enjoying a surge of popularity since the completion of the Dobwalls Bypass. The village is readily commutable to the A38 and A390 road networks, with further facilities and amenities, including a mainline railway station available in Liskeard town centre circa 3 miles.

**Ground Floor**

Entrance hall, open plan kitchen/dining/living area with conservatory off, three bedrooms and shower room.

**Outside**

Front and rear gardens, garage and on drive parking.

**Viewings**

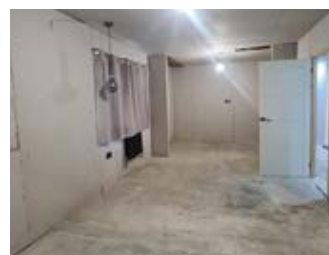
Strictly by prior appointment with Stratton Creber Liskeard 01579 343561. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

E

**Council Tax Band**

B





**Description**

A two double bedroom semi-detached property requiring modernisation situated in the popular Southway area of Plymouth. The property offers a dual aspect sitting room and kitchen/diner to the ground floor, with two double bedrooms and a bathroom to the first floor, with the potential for reconfiguration subject to any requisite consents, to create three bedrooms. The property offers good sized front and rear gardens with on street parking and is likely to appeal to owner occupiers, residential lettings investors and builder/developers as a post works onwards resale opportunity. Cash buyers only due to non-traditional construction.

**Situated**

Bonville Road is a well-established and popular residential area situated on the fringes of Southway, with excellent access to the A38, Derriford Hospital, local shops, educational facilities catering for all age groups and the vibrant city centre of Plymouth.

**Ground Floor**

Entrance hall, dual aspect sitting room with rural views over the townscape and a kitchen/diner.

**First Floor**

Two double bedrooms and bathroom.

**Outside**

Good sized front and rear gardens being mainly laid to lawn.

**Viewings**

Strictly by prior appointment with Miller Countrywide Plymouth 01752 668242. General enquiries Countrywide Property Auctions 01395 275691.



**EPC Rating**

D

**Council Tax Band**

A





**Description**

A substantial double fronted, end of terrace period property, situated in the sought after St Leonards area of Exeter, currently comprising three x one bedroom flats and a studio apartment, along with two large rear patio areas, an elevated front garden, a courtyard area accessed from Flat 1 and a sizeable two storey detached outbuilding to the rear of the property. The property is presented in good order retaining many character features, along with the potential for upwards extension into the loft space and the detached two storey outbuilding, both offering tremendous potential for further development and enhancement of the existing accommodation already on offer, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Exeter City Council planning department.

**Situated**

Topsham Road is situated in the popular St Leonards area of the Cathedral city of Exeter, being a short walk to the historic quayside, the Royal Devon and Exeter hospital, the city centre and readily commutable to the A30/A38/M5 road networks, along with public transport links and mainline railway stations.

**Ground Floor**

Entrance vestibule, hallway giving access to Flat 1 and staircase to the upper floors.  
**Flat 1** Sitting room, dining room with sunroom and courtyard area off, bedroom, kitchen/breakfast room, rear lobby with access to the patio areas and bathroom.

**First Floor**

Landing.  
**Flat 2** Dual aspect lounge/ kitchen/diner, double bedroom and en-suite shower room.

**Second Floor**

Landing with loft access.  
**Flat 3** Lounge, kitchen/diner, bedroom and shower room.  
**Flat 4** Lounge/bedroom, kitchen and shower room.

**Outside**

Front terraced garden giving access to main entrance of the property along with a covered side alleyway leading to the rear of the building, two sizeable patio areas and a rear courtyard serving Flat 1, with additional

gated pedestrian access to the rear of the property.

**Detached Outbuilding**

**Ground Floor**  
Storage area.

**First Floor**

Accessed externally from the upper patio level, room one, room two being triple aspect, having a WC and storage area.



**EPC Ratings**

**Flat 1 D. Flat 2 G. Flat 3 D. Flat 4 D**

**Council Tax Bands**

All flats are individually rated as A.

**Viewings**

Strictly by prior appointment with Fulfords Exeter city centre 01392 252666. General enquiries Countrywide Property Auctions 01395 275691.

**Description**

A three bedroom semi-detached property enjoying a corner plot, with ample on drive parking and good sized rear garden. The property offers a kitchen, lounge and bathroom to the ground floor, with three bedrooms and a WC to the first floor offering tremendous potential for re-configuration of the existing accommodation to create a spacious family home, or residential lettings opportunity.

**Situated**

Orchard Road is situated in the popular residential area of Beacon Park, conveniently situated for local shops and supermarket, library and local schools, being readily commutable to the city centre and the A38 Devon Expressway.

**Ground Floor**

Entrance hall, lounge, kitchen and bathroom.

**First Floor**

Landing, three bedrooms and WC.

**Outside**

On drive parking for several vehicles, gated access to a good sized rear garden with storage facilities.

**Viewings**

Strictly by prior appointment with Fulfords St Budeaux 01752 403068. General enquiries Countrywide Property Auctions 01395 275691.

**EPC Rating**

F

**Council Tax Band**

A





**Description**

An interesting and rare opportunity to acquire a former public convenience building enjoying glorious views over the River Dart to Dartmouth and a plot size of circa 0.17 acres. The property has the benefit of mains water, drainage and electricity connections on site and offers tremendous potential for a variety of uses/development, subject to any requisite consents, we must stress that interested parties must make and rely upon their own planning enquiries of South Hams District Council planning department.

**Situated**

The property is situated in close proximity of the Higher Ferry at Kingswear. This picturesque village overlooks the River Dart and the steam railway. Facilities in the village include a primary school, Church, Post Office and general store, two public houses and marina/yacht club, with further facilities and amenities available at Dartmouth via the ferry crossing.

**Ground Floor**

Ladies and gentleman’s public conveniences.

**Outside**

Walled frontage and a plot size of circa 0.17 acres.

**Viewings**

External viewings only and at the viewers own risk. General enquiries Fulfords Paignton 01803 527523/Countrywide Property Auctions 01395 275691.

**EPC Rating**

Exempt

**Council Tax Band**

Exempt



**Note**

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



**Description**

A vacant two bedroom, two storey property, requiring refurbishment being conveniently situated for the shopping and leisure facilities of Dartmouth town centre and the River Dart, with ferry crossings to Kingswear. The property has the benefit of uPVC double glazing and a gas fire, along with the remainder of a 999 year lease which commenced on the 24th June 1985. The property is likely to be of interest to owner occupiers looking for a low maintenance property in this popular location, along with those looking for a longer term post works residential lettings investment.

**Situated**

The ever popular town of Dartmouth offers a wide range of bespoke shops, galleries, restaurants and public houses. Set on the west bank of the River Dart, Dartmouth is a favoured location for the yachting fraternity and has a vibrant year round community with various events hosted throughout the year.

**Ground Floor**

Entrance hall, lounge/diner, kitchen.

**First Floor**

Landing, two double bedrooms and bathroom.

**Viewings**

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

**EPC Rating**

E

**Council Tax Band**

B

**Note**

The ground rent is approximately £25 per annum. The property can only be let for a minimum term of 12 months, please refer to the legal pack for further information.





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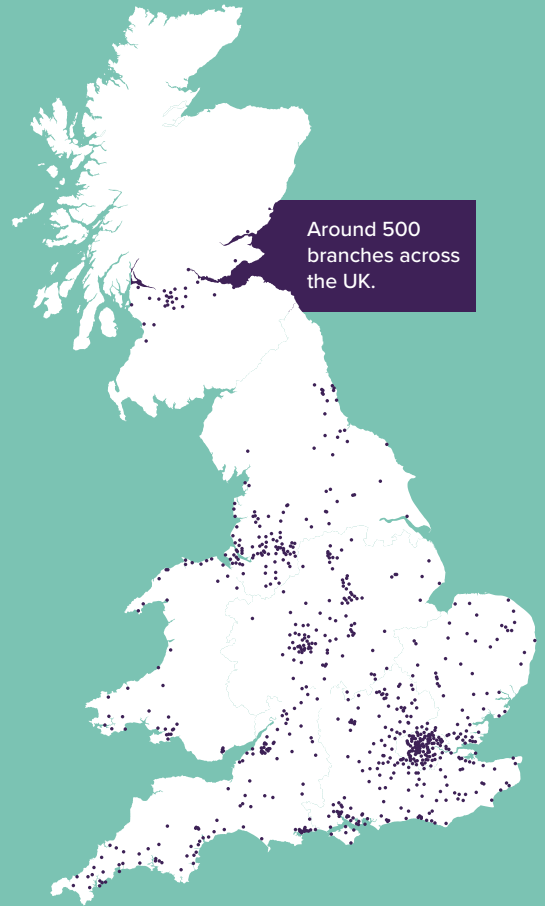


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Due to Money Laundering Regulations for buying and selling at auction, we are now required by law to ID check everyone who intends to bid at auction. This information is in order for us to carry out customer due diligence in compliance with the regulations. There are no exceptions and Sutton Kersh takes its obligations very seriously.

IF YOU HAVE ANY QUERIES, PLEASE CONTACT US ON 0151 207 6315. Thank you for your understanding and helping us comply with these regulations.

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### Alternatively

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Registration must be completed in advance of the auction date, otherwise you will be unable to bid.

Solicitors, the bank, an accountant, or other professional body including ourselves can certify the relevant ID. <https://www.gov.uk/certifying-a-document>.

## What the regulations mean for you as a bidder at the auction:

1. In the case of **an individual bidding at auction**, we require 3 forms of certified ID, one photographic and one proof of residence – a list of acceptable documents can be found below.
2. In the case of **an individual acting on behalf of a third party individual**, we require all parties to complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
3. In the case of **an individual acting on behalf of a UK registered limited company or Limited Liability Partnership (LLP)** we will require evidence of authorisation to act together with details about the company including:
  - Company Registration Number
  - Certificate of incorporation
  - Proof of Registered Office Address
  - Full names of Board of Directors
  - For an LLP, ID for 2 designated members
  - Proof of Registered Office Address
  - ID for the individual(s) controlling the transaction
  - ID for the individual(s) who (directly or indirectly) hold more than 25% of the capital, profits or voting rights
  - For LLPs we require ID for 2 designated members
4. In the case of **business partnerships**, we require all partners and any parties controlling the transaction to complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
5. In the case of **Trusts** we require a copy of the trust deed, ID for the trustees and ID for any beneficiary with an interest of more than 25% in the trust. All parties must complete our Credas ID check or provide 3 forms of certified ID, together with authorisation to act for the third party – a list of acceptable documents can be found below.
6. Funds for the deposit – The deposit must be paid form a UK bank or building society. We may ask for evidence of the source of funds and the link between the bidder or buyer and the provider of the funds.
7. Your ID will be kept on file in line with our group document retention policy and we will only require updated documents if your name or address changes. Any documents provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering obligations. We will also electronically verify your identity, Credas will undertake a search with Experian for the purposes of verifying your identity. To do so, Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access this is not a credit check but may leave a soft footprint on your records. Experian may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
8. Pre-registration to bid remotely will need to be in place 24 hours before the date of the auction. In all cases we will require proof of funds.

## Acceptable Identification Documents

We require **both** primary and secondary identification documents.

Please note, the same ID document(s) cannot be used more than once. We **do not** accept expired documents outside of their valid dates.

### **A** Primary documents – individual's proof of ID

(one document from **List 1** or one document from **both List 2 and List 3**)

#### **List 1:**

- Valid passport with a full Machine Readable Zone (MRZ)
- Valid photo card driving licence (Full and Provisional)
- Valid full National Identity Card with MRZ (both sides)
- Valid Firearms certificate/shotgun licence.
- Valid UK Biometric Residence Permit (both sides)

or

#### **List 2:**

- Local authority council tax bill (for the current council tax year)
- Department of Work & Pensions letter within the last **12** months
- Her Majesty's Revenue and Customs (HMRC) notification dated within the last **12** months
- Disclosure and Barring Service (DBS) letter within the last **12** months
- Home Office Letter within the last **12** months
- Valid full UK driving licence (non-photo, paper) issued before 1998 (as long as the address is current)

and

#### **List 3:**

- Local authority council tax bill (for the current council tax year)
- Utility bill (such as electricity, gas, landline, satellite TV or water bill dated within the last **3** months (**accept internet printed**))
- Bank Letter within the last **3** months
- Credit card statement, dated within the last **3** months
- Bank/building society statements/summary, dated within the last **3** months including account number and sort code, as verifiable (**accept internet printed**)
- Court appointment letter within the last **12** months

### **B** Secondary documentation – individual's proof of address

**Secondary identification documents must show full name and current home address. We accept downloaded utility bills and bank statements printed from the internet, as identified below, however for all other documents, we must see/verify the originals.**

**Note:** to avoid any delays please do not delete bank account numbers and sort codes, National Insurance numbers as we are able to verify these details.

**Note:** we do **not** accept expired documents outside of their valid dates.

- Valid full photo card driving licence (Full and Provisional)
- UK bank/building society statements/summary, dated within the last **3** months including account number and sort code, as verifiable (**accept internet printed**)
- Mortgage statement, (dated within the last **3** months) (**accept internet printed**)
- Utility bill (such as electricity, gas, landline, satellite TV or water bill dated within the last **3** months (**accept internet printed**))
- Local authority council tax bill (for the current council tax year)
- Local/State Benefit Letter within the last **12** months
- Her Majesty's Revenue and Customs (HMRC) notification dated within the last **12** months
- Royal Mail – mail redirection confirmation within the last **3** months
- TV Licence within the last **12** months
- Letter from a Solicitors Regulatory Authority authorised Solicitor within the last **3** months
- Current tenancy agreement issued by a solicitor, Housing Association, Council or reputable letting agent.

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 [countrywide.co.uk](http://countrywide.co.uk) **countrywide.co.uk/notices/PrivacyNotice.pdf**

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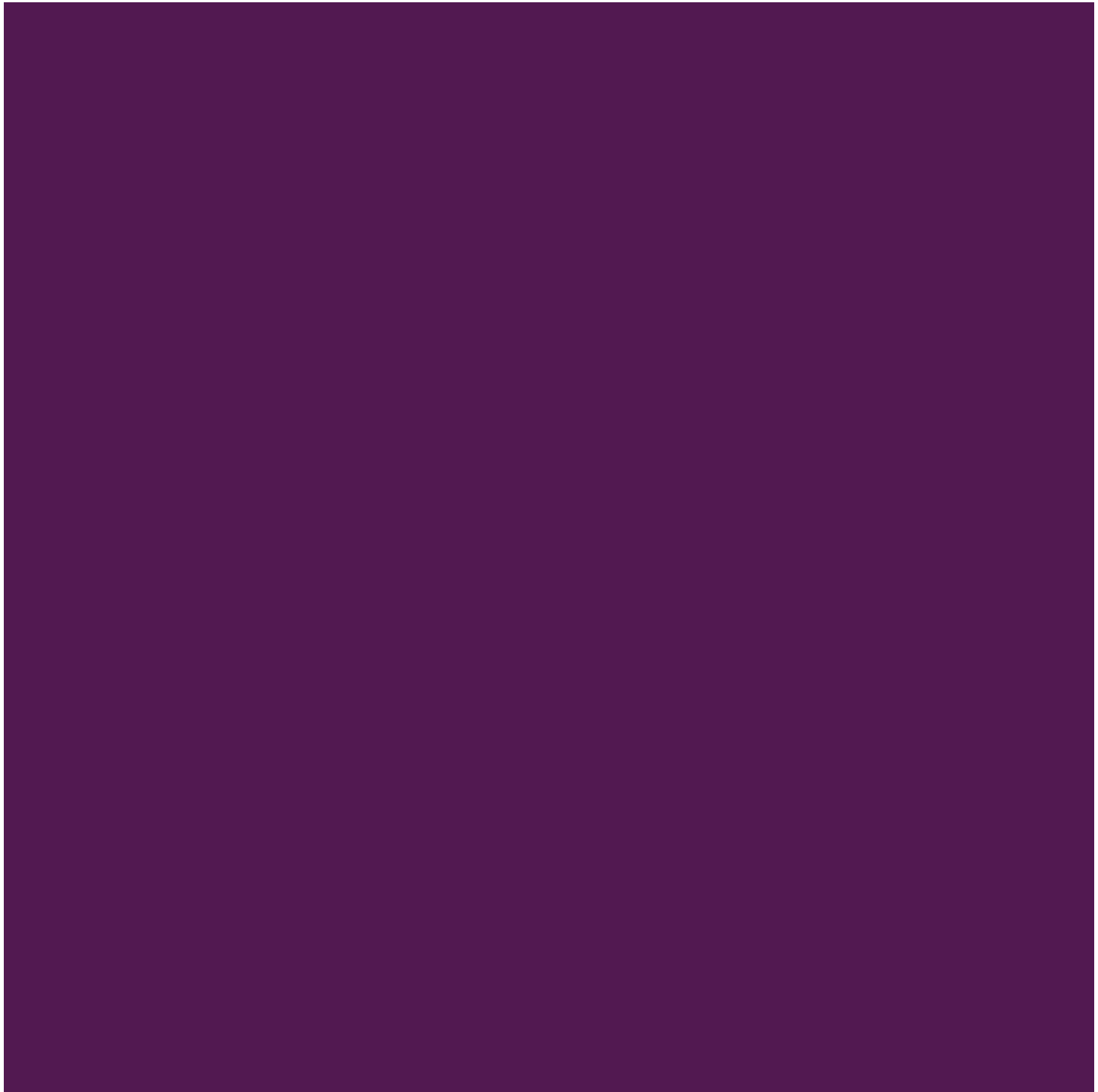
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- CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES 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) outgoings and other liabilities;
  - (g) any interest which overrides, under 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. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
  - (b) the SELLER is to leave them at the LOT.
- G1.8 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.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written 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 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.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- G3 Between CONTRACT and COMPLETION**
- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
  - (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
  - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
  - (c) gives no warranty as to the adequacy of the insurance;
  - (d) must 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) must, 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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 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.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 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 to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) 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.
  - (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE 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.
  - (c) If title is in the course of registration, title is to consist of:
    - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
    - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iii) 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.
  - (d) 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(1)(b) 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 Money Laundering Regulations and Land Registry Rules.
- 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 has any liability (other than to the BUYER) 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.
- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
  - (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
  - (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- 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, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
  - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- 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. The person giving the notice must be READY TO COMPLETE.
- G7.2 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 or sublet 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 ("licence notice").
- 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 ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) 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 SELLER has not given licence notice to the BUYER 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 the SELLER has given licence notice. 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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly 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 the 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 accrue at an equal daily rate assuming 365 days in a year (or 366 in a leap 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.
- G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.
- 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 on the most recent rent payment date 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** Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- G13.2** The remainder of 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.
- G13.3** 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.
- G13.4** 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:
- observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
  - give notice of assignment to the tenant; and
  - 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:
- 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
  - this CONDITION G15 applies.
- G15.2** The SELLER confirms that the SELLER:
- is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
  - 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
- it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
  - 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;
  - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - 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
- of the BUYER'S VAT registration;
  - that the BUYER has made a VAT OPTION; and
  - 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
- 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
  - 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:
- 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;
  - the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - 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:
- to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - 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 agreements from the ACTUAL COMPLETION DATE.
- G18 Landlord and Tenant Act 1987**
- G18.1** This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- G18.2** The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19 Sale by PRACTITIONER**
- G19.1** This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2** The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3** Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4** The LOT is sold
- in its condition at COMPLETION;
  - for such title as the SELLER may have; and
  - 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:
- 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
  - 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:
- 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.
  - The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
  - 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.
  - 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:
- service charge expenditure attributable to each TENANCY;
  - payments on account of service charge received from each tenant;
  - any amounts due from a tenant that have not been received;
  - 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 payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
  - that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
- 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:
- the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
  - 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:
- give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - 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:
- with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
  - 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
  - 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:
- on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
  - 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:
- hold the warranty on trust for the BUYER; and
  - 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:
- procure that it becomes registered at the Land Registry as proprietor of the LOT;
  - procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
  - 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:
- apply for registration of the TRANSFER;
  - provide the SELLER with an official copy and title plan for the BUYER'S new title; and
  - join in any representations the SELLER may properly make to the 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:
- delivered by hand; or
  - made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - 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:
- when delivered, if delivered by hand; or
  - 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 CONTRACTS (Rights of Third Parties) Act 1999.
- G30 EXTRA GENERAL CONDITIONS**
- Applicable for all lots where the Common Auction Conditions apply.
- G30.1 The Deposit**
- General Conditions A5.5a shall be deemed to be deleted and replaced by the following:
- A5.5a. The Deposit:
- must be paid to the AUCTIONEERS by bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
  - 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
  - Where a deposit is paid to us as stakeholder we are at liberty to transfer all or part of it prior to completion to the Seller's solicitors (net of any fees and commission that will be due to us from the Seller) for them to hold as stakeholder in our place.
- G30.2 Buyer's Administration Charge**
- Should your bid be successful you will be liable to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.
- G30.3 Extra Auction Conduct Conditions**
- 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.
- G30.4 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.



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