

**AUCTION
HOUSE**

DEVON & CORNWALL

LIVESTREAM ONLINE AUCTION

Thursday

29th July 2021

12.00 noon



IMPORTANT NOTICE

**Due to Covid-19 the auction will be a
livestream online auction only sale.**

Internet, Telephone and Proxy bidding only - you must register to bid by using the form on our website or in the catalogue. Contact us if any assistance is required.

Please see our website [auctionhouse.co.uk/devonandcornwall](https://www.auctionhouse.co.uk/devonandcornwall) for updates.

Thank you for your understanding and co-operation. We wish all our clients the best of health during these difficult times.

The Auction House Devon & Cornwall Team



MESSAGE FROM THE DEVON & CORNWALL TEAM



Adam Cook MNAVA
Regional Manager &
Auctioneer



Olivia Boulting
Area Manager



Fiona Quan-Lee
Auction Administrator



Lewis Hamilton
Online Auction
Coordinator

Welcome to our latest Land and Property Auction Catalogue, which supports our Online Livestream Auction on Thursday 29th July 2021 at 12.00 noon.

Hard on the heels of our June Auction, we have another diverse mix of Lots to offer in July. These include two parcels of Land, A sitting tenant Investment Property, various properties in need of improvement and a Devon Farmhouse in just under an acre, requiring thorough refurbishment.

There are more details of these Lots on the following pages and via our website (auctionhouse.co.uk/devonandcornwall). With the relaxation of Covid-19 rules from 19th July, viewing sessions are expected to be more relaxed, but feel free to continue to wear face mask and gloves to viewing, if you are happier to do so. The auction legal packs are available FOC via our website, as is access to our straight forward online bidding system.

If you prefer to bid by proxy or telephone, please review the paperwork within this catalogue and then follow the instructions.

I hope you enjoy this event and good luck to you if you intend bidding. If you are interested in selling some Land or Property by Auction, our next Online Livestream event takes place on Thursday 16th September 2021 at 12.00 noon.

Best wishes,

Adam Cook MNAVA
Regional Manager & Auctioneer

Working in conjunction with our partner agents:



2021 AUCTION DATES

16th September • 4th November • 16th December

We are continually taking entries for our future auctions and are happy to provide free, no obligation advice on any potential auction lot. Please call us on 01752 474200.

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay an administration charge of 0.3% inc VAT of the purchase price, subject to a minimum of £1200.00 (£1000.00 + VAT) or the fixed figure as stated in the property details.



Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



Bidding by Internet, Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by internet, proxy or telephone. A Proxy, Telephone or Internet Bidding form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



Buyers Premium Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit - see individual property details.



Deposit When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £5,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



Disbursements Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



Energy Performance Certificates (EPCs) Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at auctionhouse.co.uk.



General Data Protection Regulations (GDPR) This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website www.auctionhouse.co.uk/devonandcornwall.



***Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



Insurance On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



Plans, Maps and Photographs The plans, floorplans, maps, photographs and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office..

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction..



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



Proof of Identification In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



Reserve Price Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



Solicitors Details The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website auctionhouse.co.uk All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



The Contract The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



The Legal Aspect Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



Viewing Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

ORDER OF SALE

LIVESTREAM ONLINE AUCTION SALE - Thursday 29th July - 12.00 noon

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	Land SW of 5 King George V Memorial Walk, Phillack, Hayle, Cornwall	£30,000 - £40,000	Garden/Land
2	19 Central Treviscoe, St Austell, Cornwall	£195,000	Residential for Improvement
3	16a Highfield Avenue, St Austell, Cornwall	£95,000	Residential Investment
4	33 Scorrier Street, St Day, Redruth, Cornwall	£85,000	Residential for Improvement
5	Hill View House, 6 Lee Road, Lynton, Devon	£145,000	Residential for Improvement
6	Land lying to NE of Pengarroch Hill, Porthallow, St Keverne, Cornwall	£45,000	Land
7	Broadley, Bickleigh, Tiverton, Devon	£350,000 - £375,000	Residential for Improvement
8	4 Brandon Road, Plymouth, Devon	SOLD PRIOR	Residential for Improvement

RESULTS

LIVESTREAM ONLINE AUCTION SALE - Thursday 10th June 2021 - 12.00 noon

LOT	ADDRESS	*GUIDE PRICE	RESULTS
1	153 Millendreath Holiday Village, (Known as 36 Valley Bungalows), Looe, Cornwall	£20,000	Sold for £64,000
2	1 Love Lane, Hayle, Cornwall	£125,000 - £150,000	Sold for £191,500
3	43 St. Georges Road, Hayle, Cornwall	£150,000	Sold Prior to auction
4	Land lying to North East of Pengarroch Hill, Porthallow, St. Keverne, Helston, Cornwall	£50,000	Unsold (re-available)
5	60 Salisbury Road, St Judes, Plymouth, Devon	£150,000	Sold Prior to auction
6	Lambertville, 21 Chapel Terrace, Hayle, Cornwall	£150,000	Sold for £196,500
7	Hill View House, 6 Lee Road, Lynton, Devon	£165,000	Unsold (re-available)
8	63 St. Johns Street, Hayle, Cornwall	£150,000	Sold for £166,000
9	Chy-An-Lee, Little-In-Sight, St. Ives, Cornwall	£250,000	Sold for £281,000
10	Trehunsey Barns A, B and C, Quethiock, Liskeard, Cornwall	£345,000	WITHDRAWN

*Description on Auction Information page

Garden/Land



Land South West of 5 King George V Memorial Walk, Phillack, Hayle, Cornwall TR27 5AA

*GUIDE PRICE: **£30,000 - £40,000** (plus fees)



Overview:

A former garden measuring approximately 0.17 acres and set in a very sought after location, with delightful views of King George V Memorial Walk, Copperhouse Pool and Hayle beyond

Description:

Access to Garden/Land: The Garden is accessed via a single pedestrian gate off King George V Memorial Walk, Hayle. In total the plot measures approximately 0.17 acres (using Promap software). Our photographs were taken on 18th June 2021 and we believe they show accurate images of the Garden/Land and it's lovely location

Viewings: Available without an appointment at all day light hours, giving due consideration to members of the public enjoying the adjacent walk way and road.

Partner Agent:

Millerson, Hayle. T: 01736 754115



Tenure: Freehold

Local Authority: Cornwall Council

Solicitors: Howarth and Hollings Solicitors, 20 Devonshire Street, Keighley, BD21 2AU. Tel: 01535 664411. Attn: Nigel Hollings

Additional Fees

Buyer's Premium: £3000 inc VAT payable on exchange of contracts.

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential for improvement



19 Central Treviscoe, St. Austell, Cornwall PL26 7QP

*GUIDE PRICE: **£195,000** (plus fees)



Overview:

A three bedroom end terrace house with good sized rear garden and large detached outbuilding (former garage/workshop) set in a popular village near St Austell. Needs some refurbishment and modernisation.

Description:

Auctioneers Notes: A concrete screening test (Mundic Test) received on 08/07/2021 confirms an A1 category, therefore this property is suitable for mortgage purposes.

The property is generally well presented, albeit some updating is required. PVCu double glazed windows, doors and a small rear conservatory, have been added in recent years. We believe the two storey rear extension was added in 1974. There is a good sized rear garden, but please note that two of the adjoining houses in the terrace, have a pedestrian right of way, to and from their gardens. The large outbuilding was formerly a popular motorcycle (Royal Enfield) sales and service garage workshop. It is a substantial building with a small forecourt, which may be suitable for various forms of conversion, subject to planning permission. A modern electrically operated roll up garage door has been added and there is a side pedestrian door. The village Well is situated at the front of No19, accessed by period steps.

Lot Details:

GROUND FLOOR

Front door to;

LOBBY with door to;

HALL with staircase to;

LIVING ROOM – 6.17m x 3.46m (Formerly two rooms) Dual aspect, fireplace with gas fire installed and connecting door to;

KITCHEN – 3.26m x 2.79m With basic units, access to large under

Tenure: Freehold

Local Authority: Cornwall Council

Energy Performance Certificate (EPC): Current Rating F

Solicitors: Bindman Solicitors, 22 Front Street, Whickham, Newcastle upon Tyne, NE16 4DT. Tel: 07557 196612.
Attn: Claire Stanton

stairs larder cupboard and connecting door to;
REAR CONSERVATORY 2.13m x 1.47m

FIRST FLOOR landing with access to roof space and doors to;
BEDROOM THREE – 2.82m x 2.17m with window and electric panel heater

BEDROOM ONE – 3.70m x 2.60m with window and electric panel heater

BEDROOM TWO – 3.25m x 2.38m with window and electric panel heater

BATHROOM – 1.84m x 1.80 with obscure glazed window, bath and wash basin

TOILET with obscure glazed window and toilet

Outside:

There is a good sized rear garden, which includes a useful outhouse approx. 3m x 2.57m. There is a small enclosed front garden and the village Well in just in front of this area.

Main Garage/Workshop, plus Forecourt: 11.70m x 6.48m with electrically operated garage door and side pedestrian door.

Viewings: Please telephone joint auctioneers Millerson, St Austell
T: 01726 72289 to book a viewing session

Partner Agent:



Additional Fees

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



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Residential Investment



16A Highfield Avenue, St. Austell, Cornwall PL25 4SW

*GUIDE PRICE: **£95,000** (plus fees)



Overview:

A modern end terrace house, with garden and off-street parking, set in popular residential district. The property is occupied by a Lifetime Sitting Tenant. See legal pack for details

Cornwall Council granted planning permission for this dwelling in 2010/11. See PA10/08104

Description:

Auctioneers Notes: A Lifetime Sitting Tenant currently resides in this property. The tenant is liable for the upkeep and maintenance of the property, including buildings insurance premiums. Please see the legal pack for further information regarding the tenant. We have not inspected the interior of this property. We are advised by the sellers (who know the property well) that the layout is as follows:-

Front entrance with door to;
HALL with staircase to First Floor, an under stairs cupboard and doors to;
TOILET
KITCHEN
LIVING ROOM
CONSERVATORY

FIRST FLOOR
LANDING with doors to;
BEDROOM ONE
BEDROOM TWO
BATHROOM

Tenure: Freehold

Local Authority: Cornwall Council

Solicitors: Bindman Solicitors, 22 Front Street, Wickham, Newcastle upon Tyne, NE16 4DT. Tel: 07557 196612.
Attn: Claire Stanton

Outside:

There is off-street parking at the front of the property and a pleasant enclosed rear garden area. Please note the adjoining property benefits from a pedestrian right of way through the rear garden, as per the title documents. See Legal Pack

Viewings: No viewings of the Lot can be provided in the lead up to the Auction Sale. An external viewing of the front of the property is available at any time.

Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential for improvement



33 Scorrier Street, St. Day, Redruth, Cornwall TR16 5LH

*GUIDE PRICE: **£85,000** (plus fees)



Overview:

A mid terrace two bedroom cottage for improvement. Rear courtyard with outhouse. Adverse mining searches means cash buyers only.

Description:

GROUND FLOOR

Front door to;

LIVING ROOM - 2.53m x 3.64m with window and connecting door to:

KITCHEN - 3.62m x 3.63m with basic units, window, door to rear courtyard and staircase to:

FIRST FLOOR

Landing with doors to;

BEDROOM ONE - 3.58m x 3.64m with window

BEDROOM TWO - 2.44m x 2.20m (low ceiling height) with window

BATHROOM - 2.88m x 1.44m with basic Bath, toilet and wash basin. Airing Cupboard with factory lagged fortik tank

Tenure: Freehold

Local Authority: Cornwall Council

Energy Performance Certificate (EPC): Current Rating E

Solicitors: Asus Investments, Prince Frederick House, 35-39 Maddox Street, London, W1S 2PP Attn: Monika Haider

Outside:

Rear Courtyard (6.22m x 4.11m) with Outhouse (approx. 2.45m x 2.42m) and former outside toilet

Viewings:

Will be available in the lead up to the auction. Please telephone Auction House Devon and Cornwall T: 01752 474200 to arrange your viewing.

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential for improvement



Hill View House, 6 Lee Road, Lynton, Devon, EX35 6HW

*GUIDE PRICE: **£145,000** (plus fees)



Overview:

An attached three bedroom freehold property with small courtyard garden set in a tucked way yet central town location.

Description:

GROUND FLOOR

A pedestrian path and steps lead to the front entrance with front door to

LOBBY with large ceramic tiled floor tiles extending into shower room and ground floor bedrooms. Radiator and doors to

UTILITY ROOM - 2.49m x 2.46m with fitted units and stainless-steel single drainer sink unit and large fitted cupboard concealing wall mounted Worcester LPG boiler and modern hot water tank. Multi pane door to

HALL with staircase to first floor radiator and doors to

SHOWER ROOM 1.80m x 1.21m main shower unit and shower screen, toilet, wash basin, heated towel rail and extractor fan.

BEDROOM TWO - 3.05m x 2.88m with window and radiator.

BEDROOM THREE - 3.46m x 2.60m with window and radiator

FIRST FLOOR LANDING with large ceramic tiled floor which extends up via 2 steps into the kitchen. Radiator, fitted wall cupboard concealing electric metre and electric consumer unit, wall mounted central heating controls and doors to

Tenure: Freehold

Local Authority: North Devon District Council. Tel: 01271 327711

Energy Performance Certificate (EPC): Current Rating E

Solicitors: Priority Law Limited, Conveyancing Team, Lake View, Lakeside, Cheadle, SK8 3GW, Tel: 0161 207 7600.

MAIN BEDROOM SUITE via 2 steps to

DRESSING ROOM 2.92m x 1.32m bedroom area approximately 3.87m x 3.69m with window and radiator and connecting door to **EN SUITE BATHROOM** (within the overall bedroom measurements) with large bath unit, wash basin, toilet, mains shower unit with shower screen, heated towel rail, ceramic tiled floor and extractor unit.

KITCHEN - 5.20m x 2.7m with window, radiator and a good range of fitted kitchen units incorporating fridge freezer, electric double oven, electric hob and electric extractor hood. There is a ceramic sink within the worktop which incorporates a drainer.

LOUNGE - 4.13m x 3.62m with window and radiator.

STUDY - 3.02m x 2.09m with skylight and radiator.

OUTSIDE

At the front of the property is a small courtyard and adjoining this area which houses the LPG tank for the property. The courtyard is enclosed by timber fencing and the LPG tank is screened by timber fencing. The extent of the outside area is clearly shown on the Land Registry Title Plan.

Viewings:

We aim to provide some viewing sessions in the lead up to the auction date and interested parties should telephone 01752 474200 to arrange an appointment.

Additional Fees

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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**AUCTION
HOUSE**

Land lying to North East of Pengarroek Hill, Porthallow, Cornwall, TR12 6PL

*GUIDE PRICE: **£45,000** (plus fees)



Overview:

A parcel of amenity land measuring approximately 0.63 acres, set in the heart of a delightful Cornish fishing village, literally metres from the beach.

Description:

Auctioneers Note 1: The land has been cleared in recent years but is currently a little overgrown. There is a double field gate providing access to the land.

Auctioneers Note 2: Please note the strip of land/verge, adjoining the southern boundary of the land we are selling and the cul-de-sac access road, is under separate ownership and therefore private property. It should not be accessed.

Joint Agents:

The Mather Partnership, 25 Meneage Street Helston Cornwall, TR13 8AA. Tel: 01326 565016

Viewings:

Viewings can be carried out at any day light time giving due consideration to neighbouring property. A virtual tour video is available and highly recommended especially for those who are unable to view the land in the lead up to the auction.

Partner Agent:



Tenure: Freehold

Local Authority: Cornwall Council

Energy Performance Certificate (EPC): Current Rating N/A

Solicitors: Chattertons Solicitors, 1 Flavian Road, Nettleham Road, Lincoln, LN2 4GR. Tel: 01522780586. Attn: Lauren West

Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential for improvement



Broadley, Bickleigh, Tiverton, Devon EX16 8RR

***GUIDE PRICE: £350,000 - £375,000 (plus fees)**



Overview:

A detached former farmhouse set in approximately 0.87 acres currently arranged as a two bedroom main dwelling and a three bedroom flat.

Description:

Auctioneers note: Access to the property is via a right of way over a long vehicular farm track which also provides access to two other dwellings. The property has an electricity supply, an oil tank and relatively modern oil-fired boiler for central heating and domestic hot water and a private water supply and private drainage system which are likely to require work. The property has been empty since 2019 and repairs and improvements are required inside and out. There is potential to create a substantial individual dwelling or indeed a home with annex or home with income potential. Please review the floor plan for the current layout and room measurements. The majority of the windows have been replaced with PVCU double glazed units.

The title is currently unregistered with HM Land Registry, however all the land and property surrounding Broadley House is registered with HM Land Registry.

Outside:

The area of unregistered title has been measured at 0.87 acres using Promap software. Having arrived at the entrance to the property there are two narrow vehicular driveways which can be used to park on. Please note parking space is limited at present but we believe this can be improved within the property's grounds by the new owner/owners. The house is set centrally within it's plot and so there is the potential for decent gardens surrounding the dwelling.

Viewings: Please do not attempt to view the property without a viewing appointment. Please telephone 01752 474 200 to arrange your appointment. Due to the current lack of parking facilities at the property and of course COVID-19 government guidelines we need to be strict with our viewing arrangements.

Partner Agent:



Tenure: Freehold

Local Authority: Mid Devon District Council

Solicitors: Veitch Penny Solicitors, Broadwalk House, Southernhay West, Exeter, EX1 1TS. Tel: 01392 278342
Attn: Lucy Pillinger

Additional Fees

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Residential for improvement



4 Brandon Road, Plymouth, Devon PL3 6AT

*GUIDE PRICE: **£90,000** (plus fees)



SOLD PRIOR

Overview:

An extended two bedroom mid-terrace residence situated in a popular residential area in Plymouth. Level rear garden. On street parking. In need of cosmetic works.

Description:

SITTING ROOM – Window to front elevation

KITCHEN/DINING ROOM – Extended kitchen/diner with fitted wall and base units with wooden work surfaces. Integrated sink, oven, gas hob and extractor fan. Under stair storage cupboard. Access to rear garden and bathroom

BATHROOM – Panel bath with mixer tap. Pedestal wash hand basin

WC and combination boiler

BEDROOM 1 – Window to front elevation. Feature fireplace

BEDROOM 2 – Window to rear elevation. Feature fireplace

Outside:

Enclosed level garden which is mainly laid to lawn.

Viewings:

We aim to provide some viewing sessions in the lead up to the auction date and interested parties should telephone us to arrange an appointment.

Tenure: Freehold

Local Authority: Plymouth City Council

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: £1200 inc VAT payable on exchange of contracts.

Buyers Premium: £900 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



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PROXY, TELEPHONE OR INTERNET BIDDING FORM

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY, TELEPHONE OR INTERNET Internet Proxy Telephone

Name:

Name of Company (if applicable):

Of (address):

Postcode:

Time at Address:

Tel: Mobile:

Email:

I/We attach copies of photo ID and proof of address:

I hereby authorise Auction House to bid on my behalf by proxy telephone bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy, Telephone or Internet set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

OPTION 1
Proxy bids only

I attach a cheque for 10% of my bid or £5,000, if greater, plus the administration fee and any Buyer's Premium.

My cheque of £
(amount if applicable)

Made payable to:
Auction House Devon & Cornwall

OPTION 2
Proxy, telephone or internet bids

If I am successful please take the payment of the deposit of 10% of my bid, or £5,000 if greater, plus the administration fee and any buyer's premium by **debit card**

Card Number:

Valid From: Expiry Date:

Security Code:

OPTION 3
Proxy, telephone or internet bids

If I am successful I will pay the deposit of 10% of my bid, or £5,000 if greater, plus the administration fee and any buyer's premium by **bank transfer by 5:00pm on the day of the auction.**

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

I/we also agree for Auction House to carry out an Anti-Money Laundering check to confirm my/our identity in line with the Money Laundering Regulations 2007.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY, TELEPHONE OR INTERNET BID

TERMS AND CONDITIONS FOR PROXY, TELEPHONE AND INTERNET BIDDING

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a cheque, card details or confirm payment will be made by bank transfer for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The completed form (together with a copy of your valid ID and address) must be sent to, or posted to: Proxy, Telephone and Internet Bids, Auction House Devon and Cornwall, 4th Floor, Salt Quay House, 6 North East Quay, Sutton Harbour, Plymouth, Devon PL4 0HP OR by email to devonandcornwall@auctionhouse.co.uk by 5pm on the Monday prior to auction day.
3. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
4. In the case of a proxy bidder, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
5. Auction House reserve the right not to bid on behalf of a proxy bidder, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
6. In the event of that the proxy, telephone or internet bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
7. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration Charge of £1,200.00 (£1,000.00 + VAT) should be added to the deposit. Payment can be made by debit card or by bank transfer.
8. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
9. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone and internet purchasers will not hold Auction House liable for any loss or claims relating to the telephone and internet bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified and the deposit returned as soon as reasonably possible.
10. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
11. The authority can only be withdrawn by notification by email to devonandcornwall@auctionhouse.co.uk two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
12. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
13. Prospective purchasers are advised in respect of telephone and internet bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof.

I hereby confirm that I have read and understood the above terms and conditions to bid by proxy, telephone and internet.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

COMMON AUCTION CONDITIONS (EDITION 4)

REPRODUCED WITH THE CONSENT OF THE RICS

Introduction

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

Glossary

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement.

We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply.

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common Auction Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to CONDITION G9.3:

- a) the date specified in the SPECIAL CONDITIONS; or
- b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

CATALOGUE

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

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

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

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

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

LOT

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

OLD ARREARS

ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE

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

TRANSFER

TRANSFER includes a conveyance or assignment (and "to TRANSFER" includes "to convey" or "to assign").

TUPE

The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common Auction Conditions in their entirety.

A1 INTRODUCTION

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR ROLE

- A2.1 As agents for each SELLER we have authority to
- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
 - (b) offer each LOT for sale;
 - (c) sell each LOT;
 - (d) receive and hold deposits;
 - (e) sign each SALE MEMORANDUM; and
 - (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 BIDDING AND RESERVE PRICES

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

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

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

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

A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT.

The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 THE CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION

- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.

A5.4 If YOU do not WE may either

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or

COMMON AUCTION CONDITIONS (EDITION 4)

REPRODUCED WITH THE CONSENT OF THE RICS

A5.5	(b) sign the SALE MEMORANDUM on YOUR behalf. The deposit (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment); (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations; (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.		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. 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.		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.
A5.6	WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.	G1.8	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.	G4.3	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
A5.7	Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.	G1.9	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).		(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.
A5.8	If the BUYER does not comply with its obligations under the CONTRACT then (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.	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.	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.
A5.9	Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.	G2.3	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.	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.
A6 EXTRA AUCTION CONDUCT CONDITIONS		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.		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.
A6.1	Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.	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).	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.
GENERAL CONDITIONS OF SALE				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.
Words in small capitals have the special meanings defined in the Glossary.				G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.				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.
G1 THE LOT				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.	
G1.1	The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.	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.	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.
G1.2	The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.	G3.4	Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.	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.
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.	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.	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.
G1.4	The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS: (a) matters registered or capable of registration as local land charges; (b) matters registered or capable of registration by any competent authority or under the provisions of any statute; (c) notices, orders, demands, proposals and requirements of any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; (e) rights, easements, quasi-easements, and wayleaves; (f) outgoing and other liabilities; (g) any interest which overrides, 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.	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			
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				

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- other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.
- G7 NOTICE TO COMPLETE**
- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be READY TO COMPLETE.
- G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- (a) terminate the CONTRACT;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the LOT; and
 - (e) claim damages from the BUYER.
- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
- (a) terminate the CONTRACT; and
 - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.
- G8 IF THE CONTRACT IS BROUGHT TO AN END**
- If the CONTRACT is lawfully brought to an end:
- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
 - (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.
- G9 LANDLORD'S LICENCE**
- G9.1 Where the LOT is or includes leasehold land and licence to assign 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 accrues 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 on or within four months preceding COMPLETION.
- G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 – BUYER to pay for ARREARS
- G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
- G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.
- Part 3 – BUYER not to pay for ARREARS
- G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
- (a) so state; or
 - (b) give no details of any ARREARS.
- G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
 - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
 - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
 - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
 - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.
- G12 MANAGEMENT**
- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
 - (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
 - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.
- G13 RENT DEPOSITS**
- G13.1 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:
- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14 VAT**
- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
- G15 TRANSFER AS A GOING CONCERN**
- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
 - (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
 - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
 - (b) collect the rents payable under the TENANCIES and charge VAT on them.
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
 - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
 - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- G16 CAPITAL ALLOWANCES**
- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in

COMMON AUCTION CONDITIONS (EDITION 4)

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	connection with the BUYER's claim for capital allowances.	G22.2	No apportionment is to be made at COMPLETION in respect of service charges.		(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
G16.3	The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.	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:		(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
G16.4	The SELLER and BUYER agree:		(a) service charge expenditure attributable to each TENANCY;		(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
	(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and		(b) payments on account of service charge received from each tenant;		
	(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.		(c) any amounts due from a tenant that have not been received;		
G17	MAINTENANCE AGREEMENTS		(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.		
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.	G22.4	In respect of each TENANCY, if the service charge account shows:	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.
G17.2	The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.		(a) 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	G25	WARRANTIES
G18	LANDLORD AND TENANT ACT 1987		(b) 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;	G25.1	Available warranties are listed in the SPECIAL CONDITIONS.
G18.1	This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987		but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.	G25.2	Where a warranty is assignable the SELLER must:
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.	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.		(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
G19	SALE BY PRACTITIONER			G25.3	If a warranty is not assignable the SELLER must after COMPLETION:
G19.1	This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.	G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:		(a) hold the warranty on trust for the BUYER; and
G19.2	The PRACTITIONER has been duly appointed and is empowered to sell the LOT.		(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and		(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
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.		(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.	G26	NO ASSIGNMENT
G19.4	The LOT is sold	G23	RENT REVIEWS		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.
	(a) in its condition at COMPLETION;	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.	G27	REGISTRATION AT THE LAND REGISTRY
	(b) for such title as the SELLER may have; and	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.	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:
	(c) with no title guarantee;	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.		(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
	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.	G23.4	The SELLER must promptly:		(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
G19.5	Where relevant:		(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and	G27.2	This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
	(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and		(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.		(a) apply for registration of the TRANSFER;
	(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.	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.		(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
G19.6	The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.	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.		(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.
G20	TUPE	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.	G28	NOTICES AND OTHER COMMUNICATIONS
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.	G23.8	The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.	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.
G20.2	If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:	G24	TENANCY RENEWALS	G28.2	A communication may be relied on if:
	(a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.	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.		(a) delivered by hand; or
	(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.	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.	G28.3	(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
	(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.	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.	G28.4	(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
	(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.	G24.4	Following COMPLETION the BUYER must:		A communication is to be treated as received:
G21	ENVIRONMENTAL				(a) when delivered, if delivered by hand; or
G21.1	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.				(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
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.				

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