



Land & Property Auctioneers



Thursday 6th December 2012 at 2.30pm

The Future Inn, 1 William Prance Road, Plymouth PL6 5ZD

## Auction Venue



### The Future Inn

1 William Prance Road, Plymouth PL6 5ZD

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



## Auction Office

Bridge House, 25 Fore Street, Okehampton, Devon EX20 1DL

Tel: 01837 52381

[www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

Email: [adam.cook@auctionhouse.uk.net](mailto:adam.cook@auctionhouse.uk.net)



Auctioneer Adam Cook in action at recent Public Auction

Welcome to our sixth and final auction of 2012. We have nine individual Lots for sale spread over a wide area of Devon and Cornwall, from a residential project in Okehampton to a lovely Cornish cottage close to the coast at Rinsey near Helston.

Our first auction of the New Year will be St Valentines Day, Thursday 14th February 2013 at 2pm at our new venue, Lewtrenchard Manor, near Lewdown. I hope you agree that it is a stunning location and if you attend the auction and book lunch prior to auction day you will benefit from a 10% discount off your restaurant bill.



The stunning Lewtrenchard Manor



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

Auction House UK is now one of the largest residential land and property auctioneers in the country and our business is growing fast. If you would like to be part of our success then please do not hesitate to make contact with us by telephoning 01837 52381 or emailing [adam.cook@auctionhouse.uk.net](mailto:adam.cook@auctionhouse.uk.net). We have an excellent overall success rate of 84% of Lots sold since the start of 2011 and specific information on these sales is available on our website [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net) and go to the Devon & Cornwall section.

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# Order of Sale

Thursday 6th December 2012, The Future Inn, 1 William Prance Road, Plymouth PL6 5ZD

LOT	ADDRESS	GUIDE PRICE	LOT TYPE
1	1 Lane End, Lamerton, Tavistock, Devon	£165,000 - £175,000	Residential Investment
2	27 Fore Street, Praze-An-Beeble, Cornwall	£100,000 - £115,000	Residential incorporating Former Shop
3	The Old Stores, Monkokehampton, Devon	£75,000 - £85,000	Residential Investment
4	Land at Moorswater, Liskeard, Cornwall	£50,000+	Commercial/Industrial
5	Moorview, Prospect Hill, Okehampton, Devon	£100,000+	Residential for Improvement
6	Preston House, Chillaton, Devon	£175,000 - £200,000	Residential with part Commercial
7	Mine Eden, Chillaton, Devon	£275,000 - £300,000	Residential
8	Claremont, Princetown, Devon	£160,000	Residential with part Commercial
9	Evergreen, Rinsey Green, Rinsey, Helston, Cornwall	£250,000 - £275,000	Residential

## Results - Thursday 11th October

LOT	ADDRESS	GUIDE PRICE	RESULT
1	The Old Stores, Monkokehampton, Devon	£85,000 - £95,000	UNSOLD
2	The Village, Monkokehampton, Devon	£75,000 - £85,000	SOLD £78,500
3	Land at Monkokehampton, Devon	£10,000+	SOLD £15,000
4	3 Treverbyn Road, Truro, Cornwall	£60,000 - £70,000	SOLD PRIOR
5	Flat 4 Merrivale House, Yelverton, Devon	£55,000 - £60,000	SOLD £71,500
6	Land at Moorswater Industrial Estate, Liskeard	£60,000 - £80,000	WITHDRAWN PRIOR
7	Mine Eden, Chillaton, Devon	£300,000 - £325,000	WITHDRAWN PRIOR
8	Land at Sourton, Okehampton, Devon	£30,000 - £40,000	WITHDRAWN PRIOR
9	59 Haddington Road, Plymouth, Devon	£150,000 - £175,000	SOLD £195,500

## Results - Thursday 9th August

LOT	ADDRESS	GUIDE PRICE	RESULT
1	Sandys Cottage, Bradstone, Tavistock, Devon	£150,000	SOLD £185,000
2	South Moor, Jacobstowe, Okehampton, Devon	£40,000 - £50,000	SOLD PRIOR
3	The Book Shop, 10 Church Street, Launceston, Cornwall	£80,000	SOLD £85,000
4	Villa 23, Lanteglos Country House Hotel, Cornwall	£10,000+	SOLD AFTER
5	Lindley, Lower Warberry Road, Torquay, Devon	£195,000+	SOLD PRIOR
6	7 All Saints Road, Babbacombe, Torquay, Devon	£127,500+	SOLD £128,000
7	Conifers, Stevenstone, Torrington, Devon	£175,000	SOLD £210,000



**Rural 3-Storey Property**

A rural semi-detached 3-storey property with 4-bedroom accommodation, a good size garden and pleasant outlook. There is LPG central heating and the majority of windows are double glazed, however some refurbishment is required.

**Description:**

**Ground Floor:** Front/side entrance door into: PORCH 7' 8" x 3' 3" (2.36m x 1.01m) Step down to: HALL With doors to: SITTING ROOM 13' 1" x 12' 2" (4.01m x 3.71m) With period fireplace; connecting door to: DINING ROOM 13' 8" x 12' 2" (4.17m x 3.71m) With period fireplace and connecting door to: KITCHEN 9' 6" x 8' 0" (2.92m x 2.44m) Incorporating fitted kitchen and connecting door to: SUN ROOM 8' 11" x 7' 4" (2.74m x 2.24m) With door to outside. BATHROOM With fitted suite and LPG boiler. TOILET.

**First Floor:** LANDING With staircase to second floor and doors to: BEDROOM THREE 12' 7" x 11' 6" (3.84m x 3.53m) BEDROOM FOUR 12' 0" x 9' 10" (3.66m x 3.0m).

**Second Floor:** BEDROOM TWO 13' 1" x 12' 4" (3.99m x 3.76m) BEDROOM ONE 12' 11" x 12' 4" (3.96m x 3.78m).

**Outside:** There is off-street parking adjacent to the front entrance. Beyond this is a good size level area of garden with potential to be greatly improved.



**Viewing**

Via Joint Auctioneers Mansbridge & Balment Tavistock Office Tel: 01822 612345



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**

**Energy Performance Certificate**

1 Lane End  
Lamerton  
TAVISTOCK  
PL19 8QY

Dwelling type: Semi-detached house  
Date of assessment: 05 February 2012  
Date of certificate: 05 February 2012  
Reference number: 0779-9023-6202-0010  
Type of assessment: RDSAP, existing dwelling  
Total floor area: 103 m<sup>2</sup>

The home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on full costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

Energy Efficiency Rating	Current	Potential
A		
B		
C		
D		
E		
F		
G	22	28

Environmental Impact (CO <sub>2</sub> ) Rating	Current	Potential
A		
B		
C		
D		
E		
F	47	49
G		

Estimated energy use, carbon dioxide (CO <sub>2</sub> ) emissions and fuel costs of the home	Current	Potential
Energy use	254 kWh/m <sup>2</sup> per year	228 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	7.2 tonnes per year	6.8 tonnes per year
Lighting	£1.15 per year	£0.90 per year
Heating	£2,208 per year	£2,208 per year
Hot water	£250 per year	£250 per year

**You could save up to £148 per year**

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardized heating conditions (heating periods, room temperatures, etc.) that are the same for all homes, but naturally they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impact of the built assets for cooling or heating appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will evolve.

Remember to look to the Energy Saving Trust Recommended logo when buying energy efficient products. It's a quick and easy way to identify the most energy efficient products on the market.

The EPC and recommendations depend on the data provided by the Energy Saving Trust to provide you with information on improving your home's energy performance.



**Tenure:** Freehold  
**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services  
**Local Authority:** West Devon Borough Council  
**Solicitors:** Goodman King Solicitors, 1 Canal Road, Tavistock, Devon PL19 8AR. Tel: 01822 615510 Ref: Amanda Goodman  
**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**Mid Terrace Village Property**

A stone fronted mid terrace 4 bedroom house incorporating former shop set within popular Cornish village. It requires comprehensive refurbishment and modernisation but benefits from gas fired central heating, a good size rear garden with pleasant outlook and some useful outhouses.

**Description:**

**Ground Floor:** From front door to: HALL With central heating thermostat; radiator; staircase to landing and understairs cupboard. Doors to: LOUNGE 10' 11" x 9' 0" (3.33m x 2.76m) Window; fireplace; radiator. DINING ROOM 13' 8" x 9' 1" (4.18m x 2.79m)(max) Old style Range; open access to: KITCHEN 9' 6" x 5' 10" (2.90m x 1.80m) With basic units. REAR LEAN-TO LOBBY With door to rear yard. FORMER SHOP 19' 1" x 11' 11" (5.82m x 3.65m) With connecting door to hall; gas meter; electric meter; connecting door to: STORE 12' 11" x 9' 9" (3.95m x 2.99m) With wall mounted gas boiler; fitted shelving and small sink with electric water heater over.

**First Floor:** LANDING Splits to: BATHROOM 9' 3" x 6' 0" (2.84m x 1.85m) Basic suite; dual aspect. BEDROOM ONE 19' 0" x 9' 11" (5.80m x 3.04m) Dual aspect; 3 radiators; fireplace and fitted cupboard. BEDROOM TWO 8' 11" x 8' 9" (2.72m x 2.68m) Window. BEDROOM THREE 10' 0" x 9' 7" (3.06m x 2.94m) Window and radiator. BEDROOM FOUR 9' 5" x 6' 8" (2.88m x 2.04m) With window and cupboard.

**Outside:** REAR COURTYARD Leading to: SINGLE STOREY STONE OUTHOUSE 13' 1" x 8' 7" (4.0m x 2.64m) internally. FORMER OUTSIDE TOILET. LEAN-TO SHED. GARDEN A long and narrow overgrown garden with good potential and pleasant rear aspect.

**Viewing**

Strictly by appointment with Joint Auctioneers The Mather Partnership, Helston. Tel. 01326 565016.



For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

**Energy Performance Certificate**

27, Fore Street, Praze, CAMBORNE, TR14 0JU

Dwelling type: Mid terrace house      Reference number: 8194.7055-5329-0167-0023  
 Date of assessment: 05 November 2012      Type of assessment: RdSAP: existing dwelling  
 Date of certificate: 07 November 2012      Total floor area: 126 m<sup>2</sup>

See this document for:

- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

Estimated energy costs of dwelling for 3 years:	£3,393
Over 3 years you could save:	£1,149

Estimated energy costs of this house			
	Current costs	Potential costs	Potential future savings
Lighting	£372 over 3 years	£196 over 3 years	You could save £1,149 over 3 years
Heating	£2,707 over 3 years	£1,779 over 3 years	
Hot Water	£268 over 3 years	£267 over 3 years	
<b>Totals</b>	<b>£3,347</b>	<b>£2,198</b>	

These figures show how much the average household would spend at this property for heating, lighting and hot water. This excludes energy use for heating appliances like TVs, computers and cookers, and any electricity generated by microgeneration.

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The potential rating shows the effect of undertaking the recommendations on page 3. The average energy efficiency rating for a dwelling in England and Wales is band D (rating 65).

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1 Internal or external wall insulation	£4,000 - £14,000	£600	Yes
2 Floor insulation	£900 - £1,200	£120	Yes
3 Draught proofing	£40 - £120	£40	Yes

See page 3 for a full list of recommendations for this property.

Page 1 of 4

**Tenure:** Freehold  
**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services  
**Local Authority:** Cornwall Council  
**Solicitors:** Lupton Fawcett Solicitors, Yorkshire House, East Parade, Leeds, W.Yorkshire LS1 5BD. Tel: 0113 2802000 Ref: Richard Baum  
**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

GUIDE PRICE **£75,000 - £85,000****Thatched Semi-Detached Cottage**

A Grade II Listed thatched semi-detached cottage with small garden set in an unspoilt and quiet Devon village with lovely rural surroundings.

**Description:**

**Ground Floor:** Front entrance to: LIVING ROOM Incorporating lobby area with fireplace, dual aspect and connecting doors to: FORMER SHOP Dual aspect and door to front outside. INNER HALL AREA With staircase to landing and access to: DINING ROOM Window; open access to: KITCHEN Obscure glazed window; basic units; larder cupboard; door to: PASSAGEWAY With storage cupboard and door to: BATHROOM With bath, shower, washbasin, toilet, hot water tank and obscure glazed window.

**First Floor:** LANDING With window and doors to: BEDROOM TWO With window. BEDROOM ONE With window and connecting door to: BEDROOM THREE With window.

**Outside:** On the southern side of the property is a small garden enclosed by a concrete block wall and metal rail. (A period phonebox is located within the garden but does form part of the property). There is an outside shed with light and power.

**Viewing**

Please telephone Auction House on 01837 52381



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**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

**Local Authority:** West Devon Borough Council

**Solicitors:** Peter Peter & Wright Solicitors, 1 West Street, Okehampton, Devon EX20 1HG. Tel: 01837 82379 Ref: David Higgs.

GUIDE PRICE **£50,000 +****Commercial Development Site**

A level commercial development site of approximately half an acre with outline planning consent for the erection of 2 x 840sq ft industrial units and associated parking set on a commercial edge of Liskeard with very easy access to the A38. The planning application number is E2/10/00265/OUT which incorporates demolition of existing buildings. The site currently comprises a large hardstanding and various former workshops and stores, an orchard and a large overgrown area beyond the buildings which backs onto the railway line and small brook.

**Description:**

**Auctioneers Note:** Interested parties are advised to review the online planning application documents at the Cornwall Council website [www.cornwall.gov.uk](http://www.cornwall.gov.uk) and click on Planning.

**Viewing**

By arrangement with Auction House Devon and Cornwall Ltd. Tel: 01837 52381 or our joint auctioneers Richard Trowbridge Estate and Letting Agents, Liskeard. Tel: 01579 345890.



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**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

**Local Authority:** Cornwall Council

**Solicitors:** Earl and Crocker, 6 West Street, Liskeard, Cornwall, PL14 6BW. Tel: 01579 345304 Ref: Anthony Earl.





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LOT  
21

Residential

GUIDE PRICE

£80,000 - £90,000



**Large mid-terrace house**

Large mid-terrace house with porch, hall, living room, dining room and kitchen to ground floor. Two double bedrooms and bathroom to first floor. Popular residential location with views over fields to front.

*Bid accepted...  
Finance arranged!*

10<sup>am</sup>

*Bid successful at £75K*

11<sup>am</sup>

*Agreed in principle*

12:30<sup>pm</sup>

*Case approved*

12:45<sup>pm</sup>

*Solicitors instructed*

3<sup>pm</sup>

*Funds sent to my solicitor!*

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### Substantial End Terrace Property

A substantial end terrace property which was formerly converted into bedsit type flats and is now in need of complete refurbishment. The accommodation is arranged over three floors as well as a former basement. There is a small garden and good sized off-road parking area. There is potential for a variety of residential purposes subject to planning consent.

#### Description:

**Ground Floor:** Front door into: LOBBY With door to: HALLWAY With staircases to first floor and basement area. Doors to: RECEPTION ROOM ONE 15' 8" x 13' 9" (4.8m x 4.2m) RECEPTION ROOM TWO 23' 3" x 13' 9" (7.1m x 4.2m) FORMER WC FORMER BATHROOM 6' 2" x 8' 2" (1.9m x 2.5m) BASEMENT 19' 4" x 15' 1" (5.9m x 4.6m).

**First Floor:** ROOM ONE 23' 5" x 14' 1" (7.15m x 4.3m) ROOM TWO 16' 0" x 12' 9" (4.9m x 3.9m) FORMER BATHROOM 10' 5" x 5' 2" (3.2m x 1.6m).

**Second Floor:** ROOM ONE 23' 3" x 14' 1" (7.1m x 4.3m) ROOM TWO 16' 0" x 12' 9" (4.9m x 3.9m).

**Outside:** At the front of the property is a small garden area and a good size area for off-street parking. To the rear and side of the property is a small courtyard.

#### Viewing

It is likely that block viewing sessions will be available for this property. Please telephone Auction House Devon & Cornwall 01837 52381 to make arrangements.



**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services

**Local Authority:** West Devon Borough Council

**Solicitors:** Stones Solicitors, 21 Fore Street, Okehampton, Devon EX20 1AJ. Tel: 01837 650200 Ref: Andrew Luxton

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

## Preston House, Chillaton, Lifton, Devon PL16 0HR

GUIDE PRICE **£175,000 - £200,000**

LOT 6

**Substantial Victorian Property Incorporating former Village Post Office Stores**

A well presented attached Victorian property comprising commercial accommodation on the ground floor, spacious residential accommodation arranged over the ground, first and second floor and a rear timber decked garden area at first floor level.

**Description:**

**Ground Floor:** Front door to: LOBBY With original tiled floor and original substantial inner door with stained glass window to: HALL Incorporating elegant return staircase, understairs cupboard and multi paned door to former post office stores.

**First Floor:** Stained glass window on half landing, understairs cupboard, multi pane door to: LANDING Doors to: AIRING CUPBOARD with hot water tank and electric boiler for central heating KITCHEN Modern units and rolltop work surface, stainless steel single drainer sink unit and plumbing for washing machine, cooker panel, glazed door and window to timber decked area. BATHROOM White 3-piece suite with shower mixer tap and heated towel rail. DINING ROOM/BEDROOM FOUR. BEDROOM ONE Incorporating large built-in wardrobe. LOUNGE Incorporating staircase to second floor. There is a fireplace with a substantial multi-fuel stove.

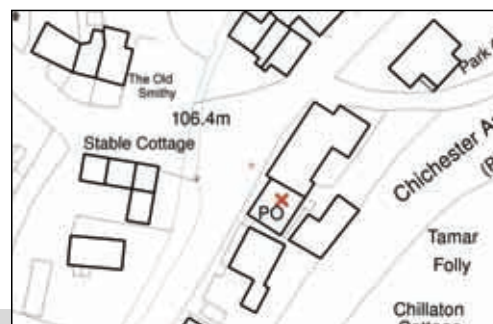
**Second Floor:** STUDY Connecting doors to: BEDROOM TWO With connecting door: EN SUITE SHOWER ROOM with large shower cubicle, pedestal wash basin, low level WC, heated towel rail and extractor. BEDROOM THREE.

**Former Post Office Stores:** Approached by separate external front door incorporating the office area with door to: STORE with door to: COVERED YARD incorporating toilet with door to passageway leading to front of property and wooden staircase to timberdecked area above.

**Outside:** Accessed via the kitchen or the external timber staircase is a modern pretty timber decked area measuring approximately 10m x 3m with raised flower/shrub beds and outside sensor lighting.

**Viewing**

Please contact the Auctioneer on 01837 52381 to arrange access times.



**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale.**

**Tenure:** Freehold**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.**Local Authority:** West Devon Borough Council**Solicitors:** Chilcotts Solicitors, 10 Plymouth Road, Tavistock, Devon PL19 8AY. Tel: 01822 612535 Ref: Peter Bosworth.

Residential

## Mine Eden, Hogstor Lane, Chillaton, Devon PL16 0JE

GUIDE PRICE **£275,000 - £300,000**

LOT 7

**Detached dwelling with studio and 8.66 acres**

A detached single storey dwelling with studio and approximately 8.66 acres set in a lovely unspoilt wooded valley dissected by a pretty stream. The principle dwelling is for the most part a timber framed construction with timberclad exterior and a timber decked boardwalk on two sides. There are modern wooden double glazed windows and doors, oil-fired central heating, modern kitchen and bathroom and two open fireplaces (one incorporating a woodburning stove).

**Description:**

**Ground Floor:** Front Entrance over timber decked boardwalk to double glazed double doors to: SUN LOUNGE With door connecting to: LOUNGE Open fireplace. BEDROOM TWO . CENTRAL LIVING ROOM With open fireplace incorporating woodburning stove and hearth. Open access to Study Area and Kitchen/Dining Room. Doors to: BEDROOM ONE With french doors to timber boardwalk. BATHROOM . BEDROOM THREE. KITCHEN/DINING ROOM With 3 velux roof lights and oak flooring. Door to outside. Fitted with modern units, a central island unit with marble worktops and LPG combined with electric Range Master stove. Open access to UTILITY AREA with door to outside.

**Outside:** The property is approached via a private vehicular driveway leading to Mine Eden and 3 neighbouring properties. On reaching the rear of the property (north side) there is a good size parking area. A timber 5-bar gate provides access to a small rear garden and access on both sides of the property to the front. There is a modern 1000 litre oil tank, a substantial timber outhouse with double and single doors, windows, light and power. There is a modern external oil-fired boiler for central heating and hot water. An outside toilet, garden pond, a detached timber studio with dual aspect, velux roof lights, wash space and light and power. Gardens surround the dwelling and studio and pathways give access to the chicken run, the pump house, Chillaton Brook flows through the property's land, the bulk of the land is predominantly in a wooded valley on the southern side of the property.

**Viewing:** Please contact the Auctioneer. Tel: 01837 52381



**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale.**

**Tenure:** Freehold**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.**Local Authority:** West Devon Borough Council**Solicitors:** Coodes Solicitors, 4 Bodmin Street, Holsworthy, Devon EX22 6BB. Tel: 01409 253425 Ref: Kate Williams.



### Substantial Princetown Freehold

A substantial 3-storey town centre freehold property in need of general refurbishment. There is considerable accommodation currently arranged as 7 bedrooms and incorporating a ground floor shop. At the rear there is a driveway, parking, gardens and 2 outhouses in need of repair.

#### Description:

**Ground Floor:** Front entrance to: LOBBY With doors to: RECEPTION ROOM AND HALL 16' 3" x 5' 2" (4.97m x 1.58m) Staircase to landing and doors to: TOILET; KITCHEN 18' 1" x 14' 3" (5.52m x 4.36m) approx. With external rear door and connecting door to: LIVING ROOM 25' 9" x 11' 4" (7.86m x 3.47m) (originally 2 rooms).

**First Floor:** LANDING; TOILET; BATHROOM 7' 10" x 6' 5" (2.40m x 1.98m) Incorporating gas wall mounted boiler. BEDROOM 18' 2" x 7' 7" (5.56m x 2.32m) KITCHEN 15' 2" x 12' 0" (4.64m x 3.66m) With some modern fitted units and appliances including dishwasher, freezer, electric oven, extractor and gas hob. Open access to: DINING AREA 14' 11" x 7' 7" (4.57m x 2.32m) With staircase to second floor and connecting doors to: BEDROOM 14' 11" x 12' 9" (4.57m x 3.90m) With front aspect. BEDROOM 10' 10" x 7' 9" (3.31m x 2.38m) With front aspect. LOUNGE 14' 3" x 13' 1" (4.36m x 4.0m) With front aspect and fireplace. BEDROOM 12' 1" x 10' 6" (3.69m x 3.22m) With rear aspect.

**Second Floor:** LANDING With doors to: BEDROOM 14' 8" x 12' 11" (4.49m x 3.96m) Dormer with rear aspect. BEDROOM 18' 3" x 10' 11" (5.57m x 3.34m) 2 dormer windows with front aspect. BEDROOM 16' 4" x 13' 6" (4.99m x 4.13m) Dormer with front aspect. BEDROOM 13' 3" x 12' 2" (4.05m x 3.73m) Dormer with rear aspect.

**Ground Floor Shop:** 21' 1" x 27' 8" (6.44m x 8.44m) (approx) Including REAR LOBBY, TOILET and rear external door.

**Outside:** A vehicular drive with an area of garden on either side leads to an area for parking etc. There are two lean-to style outhouses in need of repair. OUTHOUSE 1 25' 4" x 16' 7" (7.74m x 5.06m) (Green). A timber frame construction. OUTHOUSE 2 25' 1" x 16' 5" (7.65m x 5.01m) Of stone and brick construction.

#### Viewing

Strictly by appointment with Joint Auctioneers Mansbridge & Balment Yelverton Office. Tel. 01822 855055.



For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

**Energy Performance Certificate**

Claremont, Tavistock Road, Princetown, YELVERTON, PL20 6QF

Dwelling type: Semi-detached house Reference number: 9529-4913-7250-0130-1914  
 Date of assessment: 13 November 2012 Type of assessment: RISAFT, existing dwelling  
 Date of certificate: 13 November 2012 Total floor area: 272 m<sup>2</sup>

Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

Estimated energy costs of dwelling for 3 years:		£6,897
Over 3 years you could save		£3,721

Estimated energy costs of this home			
	Current costs	Potential costs	Potential future savings
Lighting	£375 over 3 years	£384 over 3 years	
Heating	£5,931 over 3 years	£3,307 over 3 years	
Hot Water	£591 over 3 years	£295 over 3 years	
<b>Totals</b>	<b>£6,897</b>	<b>£4,576</b>	<b>You could save £2,321 over 3 years</b>

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances like TVs, computers and cookers, and any electricity generated by micro-generation.

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The potential rating shows the effect of undertaking the recommendations on page 3. The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1. Flat roof insulation	£800 - £1,000	£141	Yes
2. Internal or external wall insulation	£4,000 - £14,000	£1,044	Yes
3. Floor insulation	£800 - £1,200	£147	Yes

See page 3 for a full list of recommendations for this property.



**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services

**Local Authority:** West Devon Borough Council

**Solicitors:** Farrer & Co, 66 Lincoln's Inn Fields, London WC2A 3LH. Tel: efd@farrer.co.uk Ref: Edmund Fetherston Dilke

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

**Traditional Cornish Cottage**

A traditional Cornish cottage with some sea views in sought after coastal hamlet. This detached property comprises a period stone dwelling with a relatively modern 2-storey block and rendered rear elevation. There are 4 bedrooms, a shower room and a bathroom and oil-fired central heating. Outside, there is an adjoining garage, a workshop/store and a pretty garden area.

**Description:**

**Ground Floor:** Front entrance to: PORCH With glazed double doors to: LIVING ROOM/DINING ROOM 23' 3" x 10' 11" (7.09m x 3.34m)(overall) Fireplace; 2 window seats; 2 radiators; open tread staircase to first floor; connecting door to: KITCHEN 14' 11" x 5' 7" (4.57m x 1.72m) Galley style; connecting door to: REAR PORCH/BOILER ROOM 12' 10" x 9' 10" (3.92m x 3.02m) With floorstanding boiler; toilet; plumbing for washing machine; radiator and back door to garden. Connecting door to: SHOWER ROOM Tiled floor; shower cubicle with electric shower unit; wash basin and radiator.

**First Floor:** LANDING With doors to: BEDROOM ONE 11' 3" x 8' 4" (3.45m x 2.56m) With window; radiator and fitted wardrobe. BEDROOM TWO 11' 3" x 9' 11" (3.43m x 3.03m) With window; radiator and fitted wardrobe. BEDROOM THREE 8' 9" x 6' 8" (2.69m x 2.04m) With window and radiator. BEDROOM FOUR 8' 10" x 6' 7" (2.70m x 2.01m) With window and radiator. BATHROOM 7' 6" x 5' 6" (2.29m x 1.68m) With bath; wash basin; toilet and radiator.

**Outside:** ADJOINING WORKSHOP/STORE 14' 7" x 7' 6" (4.45m x 2.29m) With window and light. ADJOINING GARAGE 18' 9" x 11' 1" (5.73m x 3.39m) With double wooden doors; window and fitted light. GARDENS There is a small level area of garden mainly to the side and rear of the property which is mainly lawn incorporating some flowerbeds and shrubs. There are views of the sea from the garden.

**Auctioneers Note:** For many years Evergreen has been used to provide Cornish holiday accommodation and the website [www.rinseygreen.co.uk](http://www.rinseygreen.co.uk) provides considerable information on this and the beautiful location.

**Viewing**

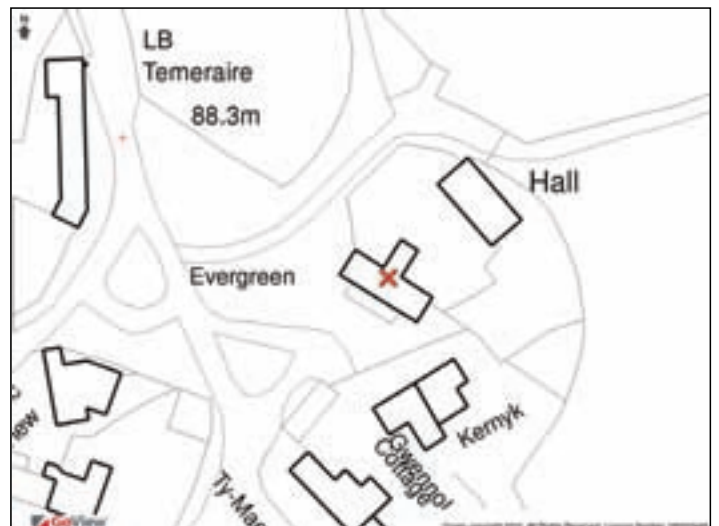
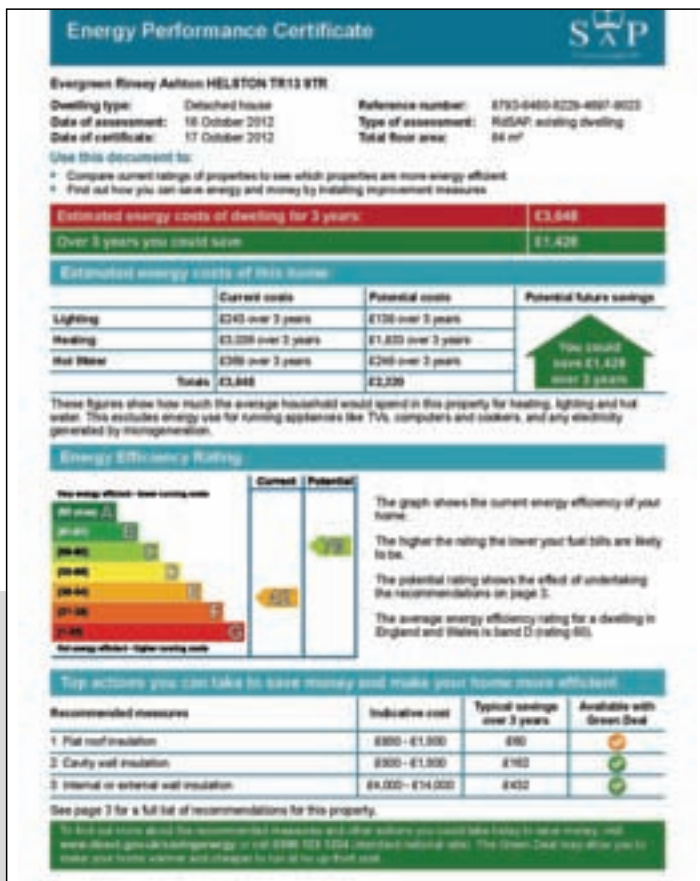
25th Oct; 7th Nov; 14th Nov; 21 Nov; 28 Nov; 5 Dec. 2pm.



Tel: 01326 565016



Tel: 01837 52381



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**

**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services

**Local Authority:** Cornwall Council

**Solicitors:** Gregg Latchams LLP, 7 Queen Square, Bristol BS1 4JE. Tel: 0117 9069432 Ref: Sue Rzeznicki

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



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\*Based on residential lots sold July 2011 - June 2012.

† Average 81.8% success rate January 2011 - June 2012.



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# Non-Attending Bid or Telephone Bid

Please also sign and return the reverse side of this form.



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name \_\_\_\_\_

Name of Company (if applicable) \_\_\_\_\_

Of (address) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) 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 or Telephone 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)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £354.00 (£295.00 + VAT Administration Charge)

## OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £354.00 (£295.00 + VAT Admin Charge)

My cheque of £ \_\_\_\_\_ is made payable to AUCTION HOUSE DEVON AND CORNWALL  
(amount if applicable)

## 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.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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 bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, Devon and Cornwall, Bridge House, 25 Fore Street, Okehampton, Devon EX20 1DL to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
4. 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.
5. In the case of a written bid, 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.
6. Auction House reserve the right not to bid on behalf of written bidders, 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.
7. In the event that the written or telephone 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).
8. 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 £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £354.00 (£295.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Devon and Cornwall.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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 purchasers will not hold Auction House liable for any loss or claims relating to the telephone 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 by post and the deposit returned as soon as reasonably possible.
11. 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.
12. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. 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.
13. 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.
14. Prospective purchasers are advised in respect of telephone 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 letter.

**Signed:**.....**Date:**.....

**Please sign this page and ensure the form overleaf is completed.**

# Memorandum Of Sale



Lot No: ..... Price: .....

Property Address: .....  
.....

<b>Name of Vendor:</b> .....
Address of Vendor: .....
.....
.....
Postcode: .....
Telephone: .....

<b>Name of Purchaser:</b> .....
Address of Purchaser: .....
.....
.....
Postcode: .....
Telephone: .....

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and \*conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price: £ ..... Balance: £ .....

Deposit: £ ..... Completion Date: .....

We acknowledge receipt of the deposit in the form of .....

**Signed:** ..... **Date:** .....  
(Authorised Agent for Vendor)

**Signed:** ..... **Date:** .....  
(The Purchaser)

Vendors Solicitor: .....
Address of Solicitor: .....
.....
.....
Postcode: .....
Telephone: .....

Purchasers Solicitor: .....
Address of Solicitor: .....
.....
.....
Postcode: .....
Telephone: .....

\* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £295 +VAT (£354) made payable to Auction House Devon and Cornwall

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

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

### GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions..

### AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

### SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

### IMPORTANT NOTICE

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

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

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

### Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
  - (b) if no date is specified, 20 business days after the contract date;
- but if that date is not a business day the first subsequent business day.

### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

### Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

### Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

### Auctioneers

The auctioneers at the auction.

### Business day

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

### Buyer

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

### Catalogue

The catalogue to which the conditions refer including any supplement to it.

### Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

### Condition

One of the auction conduct conditions or sales conditions.

### Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

### Contract date

The date of the auction or, if the lot is not sold at the auction:

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

### Documents

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

### Financial charge

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

### General conditions

That part of the sale conditions so headed, including any extra general conditions.

### Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

### Lot

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

### Old arrears

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

### Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

### Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

### Price

The price that the buyer agrees to pay for the lot.

### Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

### Sale conditions

The general conditions as varied by any special conditions or addendum.

### Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

### Seller

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

### Special conditions

Those of the sale conditions so headed that relate to the lot.

### Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

### Tenancy schedule

The tenancy schedule (if any) forming part of the special conditions.

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The auctioneers.

### You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

A1.1 Words in bold type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

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

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.
- A5 The contract**
- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition A5** applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable).
- A5.3 **You** must before leaving the **auction**:
- (a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.
- A5.4 If **you** do not **we** may either:
- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again; the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:**
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.
- A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. TITLE AND IDENTITY**
- G4.1 Unless **condition G4.2** applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5. TRANSFER**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the **seller** must sign and gross the draft as a deed by the **buyer** if **condition G5.2** applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6. COMPLETION**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer; or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- ## GENERAL CONDITIONS OF SALE
- Words in **bold type** have special meanings, which are defined in the Glossary
- G1. THE LOT**
- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**; these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. NOTICE TO COMPLETE**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
- (a) terminate the **contract**;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the **lot**; and
  - (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
  - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the **contract** is lawfully brought to an end:
- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
  - (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition G7.3**.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition G9** applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition G9**) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition G9**.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:
- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year; and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2 If on **completion** there are any arrears of current rent the **buyer** must pay them, whether or not details of those arrears are given in the **special conditions**.
- G11.3 Parts 2 and 3 of this **condition G11** do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this **condition G11** applies where the **special conditions** give details of arrears.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the **special conditions**.
- G11.6 If those arrears are not old arrears the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this **condition G11** applies where the **special conditions**:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8 While any arrears due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
  - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for old arrears, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
  - (e) not without the consent of the **seller** release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any **tenancy** under which arrears are due; and
  - (f) if the **buyer** disposes of the **lot** prior to recovery of all arrears obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition G11**.
- G11.9 Where the **seller** has the right to recover arrears it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.
- G12. MANAGEMENT**
- G12.1 This **condition G12** applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new **tenancy** or agreement to grant a new **tenancy**) and:
- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
  - (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
  - (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
- G13. RENT DEPOSITS**
- G13.1 This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this **condition G15** applies.
- G15.2 The **seller** confirms that the **seller**
- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that:
- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
  - (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** **VAT** registration;
  - (b) that the **buyer** has made a **VAT option**; and
  - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
  - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
  - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
  - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

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## G17. MAINTENANCE AGREEMENTS

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

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

## G18. LANDLORD AND TENANT ACT 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19. SALE BY PRACTITIONER

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- 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:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

## G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

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

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

## G21. ENVIRONMENTAL

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

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

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

## G22. SERVICE CHARGE

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

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

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- 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:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- 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 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 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 Contract (Rights of Third Parties) Act 1999.

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