property auction

preview of 15 lots of particular interest to South West investors

Registration closes promptly at 12pm on **Wednesday 25 October** and you must be pre-registered before this time in order to bid

Thursday 26 October 2023
12 noon prompt

Please note this auction will be streamed live online only

Countrywide
Property Auctions

SuttonKersh

www.**countrywidepropertyauctions**.co.uk

Welcome

Welcome to our sixth auction catalogue of 2023, which will be held live online, with auctioneer Andrew Binstock hosting proceedings.

We have a wide selection of properties on offer to suit all pockets, ranging from re-development opportunities, a fabulous yield on a mixed commercial/residential investment, a selection of houses and flats to tempt the residential lettings investors, coastal properties with glorious sea views and of course your traditional auction favourites refurbishment projects.

You can bid with us online, by telephone, or by proxy and our fabulous auction team are always happy to assist you with any queries that you may have.

Entries are now being invited for our 7th December auction, closing on the 10th of November, so please do call or email us to arrange a free, no obligation, auction appraisal of your property on 01395 275691 or email auctions@countrywide.co.uk to feature your property in our December catalogue.

Many thanks

Wendy Alexander ANAVA
Head of South West Property Auctions
wendy.alexander@countrywide.co.uk

144 lots available

60+ vacant residential

60+ residential investment

2 commercial investment

5 land

5 mixed use

4 vacant commercial

3 development opportunities

1 ground rents

Remote bidding guide for live streamed closed door auction

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

We offer three ways to bid at our auction:

1. **Telephone Bidding** A member of the auctions team will telephone you shortly before the lot is offered in the auction room and bid on your behalf subject to your specific instructions.

2. **Proxy Bidding** You authorise the auctioneer to bid on your behalf in line with the bidding in the auction room up to your specified maximum amount.

3. **Internet Bidding** You can bid remotely by using our internet bidding service. Upon successful registration you will be given permission to access the online bidding system. On the day of the auction please follow the auction 'live' (by clicking the link from the relevant auction page on our website) and place your bids accordingly.

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

1. **Create an account** Creating an account makes it the easiest way to register and bid at our auction.

2. **Complete identity check** We will require you to pass our verification process and will automatically send you a link to our partners Credas in order for you to complete the check via their app on your phone or tablet. See our Anti-Money Laundering Regulations guide towards the rear of this catalogue.

3. **Complete the bidding form and agree to terms and conditions** You can bid on multiple lots but we do require one form per lot.

4. **Submit your payment** We will require valid debit card details prior to you being able to bid and will contact you in advance of the auction by telephone to obtain these details.

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

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

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

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

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

Terms & conditions for proxy, telephone or internet bidders

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

1. A proxy/telephone/internet form must be used to submit your bid to the auctioneers 48 hours before the day of the auction. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.

   A prospective buyer should fill in the appropriate proxy, telephone or internet bidding form in the catalogue or on the auctioneers website and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.

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

   Internet bidding Upon successful registration you will be issued with a unique bidding number to access our online bidding system. If connection is made then the bidder may compete in the bidding through the bidding system. If it is impossible to obtain connection or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on the form submitted.
2. Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
3. All proxy, telephone or internet bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. All bidders must provide a Bank or Building Society Draft or valid debit card details to cover the sum of 10% of the maximum bid or £3,000 whichever is the greater, and the buyers administration charge, to the auctioneer 48 hours prior to the auction to validate the proxy, telephone or internet bidding form. Proof of funds for a 10% deposit must also be provided. **We will not bid on your behalf or accept your bid unless we hold payment details.** Please note we do not accept cash or cheques.

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

   A separate proxy, telephone or internet bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
4. Any alteration to the proxy, telephone or internet bid or withdrawal must be in writing and be received in writing by the auctioneer prior to commencement of the auction.
5. The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
6. The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
7. The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone or internet bid, or any delays in the postal system if a proxy bidding form is sent through the post.
8. Prospective bidders should check our website by 10am on the day of the auction and prior to bidding at the auction to ensure there are no changes to the published terms and conditions and to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
9. In the case of unsuccessful bidders' deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 hours of the conclusion of the Sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
10. Should the property be knocked down to the proxy, telephone or internet bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
11. Should the telephone or internet bid exceed the bidding price stated on the form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitors' client account cheque, or by debit card. We do not accept personal cheques or cash.
12. Proxy, telephone or internet bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the auctioneers pre-sale announcements and are aware of any additional costs and fees payable by the buyer detailed therein.
13. Proxy, telephone or internet bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy, telephone or internet bidders are advised to telephone the Auctioneer's offices or check the auctioneers website before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
14. The proxy, telephone or internet bidder authorises the Auctioneer or any duly authorised partner or employee of Sutton Kersh as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
15. Please note we must hold 2 forms of certified ID prior to auction, typically this will be: 1 × Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful purchaser, we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score. This will be undertaken by Credas Technologies Ltd.
16. Proxy, telephone or internet bidding forms should be sent to auctions@suttonkersh.co.uk. Your information is being collected and processed by Countrywide. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found on our website www.countrywide.co.uk/notices/PrivacyNotice.pdf. Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at privacy@countrywide.co.uk.

Auctioneer's pre-sale announcements

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

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at suttonkersh.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

1. The auctioneer will offer all lots in the order as shown in the catalogue.
2. An addendum to the catalogue and Conditions of Sale are available on our website and legal pack portal.
3. This addendum is an important document providing updates and corrections to the auction catalogue.
4. Sutton Kersh will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
5. Would prospective purchasers please ensure they have a copy of the auction catalogue and an addendum prior to bidding.
6. Prospective purchasers are deemed to have read the addendum whether they have done so or not.
7. You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot.
8. The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to auction date.
9. You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content. Please note that some legal packs may contain additional fees (such as the requirement for the seller to pay the vendor's legal fees).
10. If you have a query in respect of any of the lots within the catalogue please email your enquiry to auctions@suttonkersh.co.uk or call 0151 207 6315 prior to submitting your bid and we will endeavour to answer your query.
11. Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more. (see definition of Guide Prices below)
12. The auctioneer will not describe each individual property in detail or elaborate on its features or finer points. He will merely state the address, lot number and a very brief description.
13. Please bid clearly if bidding by telephone and do not delay.
14. At the fall of the hammer the successful bidder will be in a binding contract of sale. We will then sign the Memorandum or Contract of Sale on your behalf and a 10% deposit subject to a minimum of £3,000 whichever is the greater will become payable and taken from the funds supplied. Should your telephone/internet bid exceed this amount, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit can be a bank transfer to our client account, bankers draft, solicitor's client account cheque or by debit card. We do not accept personal cheques or cash.
15. A successful purchaser will also be required to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) by debit card or bank transfer.
16. Where a deposit is paid to us as stakeholder we are at liberty to transfer all or part of it prior to completion to the Seller's solicitors (net of any fees and commission that will be due to us from the Seller) for them to hold as stakeholder in our place.
17. Completion of the sale and payment of the balance of the purchase money is 28 days after the auction unless the conditions of sale provide otherwise.
18. Unless otherwise stated all property is sold subject to a reserve price whether declared or not (see definition of Reserve Prices below).
19. Please note that purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required it may be arranged through the auctioneers with the express permission of the vendor.
20. Sutton Kersh hold regular property auctions throughout the year.
21. Sutton Kersh operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.

Guide Prices, Reserve Prices and Buyer's Fees

Guide Price

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Reserve Price

The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Buyer's Fees

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

Order of sale **Thursday 26 October 2023**

For sale by public auction unless sold prior or withdrawn

1	20 Portelet Road, Liverpool L13 6SE	£75,000+*
2	Flat 10, 17 Reading Street, Liverpool L5 7RA	£45,000+*
3	44 Rector Road, Liverpool L6 0BY	£70,000+*
4	34 Ilchester Road, Wallasey, Merseyside CH44 9DP	£65,000+*
5	62 Frodsham Street, Birkenhead, Merseyside CH41 9DW	£80,000+*
6	60 Harrogate Drive, Liverpool L5 4TE	£90,000+*
7	82 Milman Road, Liverpool L4 5SJ	£65,000+*
8	14 Rossini Street, Liverpool L21 4NS	£60,000+*
9	50 Hornby Boulevard, Liverpool L21 8HG	£65,000+*
10	13 Burns Street, Bootle, Merseyside L20 4RJ	£65,000+*
11	12 Staplands Road, Liverpool L14 3LL	£180,000+*
12	23 Stamford Street, Liverpool L7 2PT	£70,000+*
13	59 Lyme Cross Road, Liverpool L36 8EY	£70,000+*
14	31 Beechwood Road, Litherland, Liverpool L21 8JY	£60,000+*
15	67 Percy Street, Bootle, Merseyside L20 4PG	£65,000+*
16	88 Custley Hey, Stockbridge Village, Liverpool L28 1RP	£80,000+*
17	148 Beatrice Street, Bootle, Merseyside L20 2EH	£60,000+*
18	25 Benedict Street, Bootle, Merseyside L20 2EJ	£60,000+*
19	10 Seaforth Vale North, Liverpool L21 3TR	£55,000+*
20	56 Chirkdale Street, Liverpool L4 3SQ	£55,000+*
21	89 Gray Street, Bootle, Merseyside L20 4RY	£55,000+*
22	11 Nansen Grove, Liverpool L4 5TB	£60,000+*
23	56 Bianca Street, Bootle, Merseyside L20 7DT	£55,000+*
24	1 Brookfield Avenue, Waterloo, Liverpool L22 3YE	£145,000+*
25	31 Eastern Avenue, Liverpool L24 2SX	£80,000+*
26	66 Wordsworth Street, Bootle, Merseyside L20 4JW	£65,000+*
27	42 Hawthorne Road, Liverpool L20 2DW	£65,000+*
28	127 Beatrice Street, Bootle, Merseyside L20 2EG	£65,000+*
29	60 Violet Road, Liverpool L21 6NZ	£65,000+*
30	50 Bianca Street, Bootle, Merseyside L20 7DT	£60,000+*
31	15 Maple Grove, Liverpool L8 0RL	£85,000+*
32	30 Olivia Street, Bootle, Merseyside L20 2ES	£60,000+*
33	47 Grangeway, Runcorn, Cheshire WA7 5HA	£30,000+*
34	Apartment 8 The Reach, 39 Leeds Street, Liverpool L3 2DA	£85,000+*
35	5 Beaconsfield Street, Liverpool L8 2UU	£65,000+*
36	Land at Allenby Square, Old Swan, Liverpool L13 2BR	£350,000+*
37	Flat 6, 5 Victoria Road, Tuebrook, Liverpool L13 8AL	£25,000+*
38	268 Stanley Road, Bootle, Merseyside L20 3ER	£95,000+*
39	39 Garmoyle Road, Liverpool L15 3HN	£175,000+*
40	115 Ash Grove, Wavertree, Liverpool L15 1ES	£125,000+*
41	72 Thingwall Road, Liverpool L15 7LA	£250,000+*
42	87 Stockbridge Street, Liverpool L5 6PA	£60,000+*
43	Flat 45, 188 Lord Street, Southport, Merseyside PR9 0QG	£100,000+*
44	24 Bentley Road, Liverpool L8 0SZ	£240,000+*
45	1b Greenfield Road, Liverpool L13 3BN	£100,000+*
46	66 Linaker Street, Southport, Merseyside PR8 5DG	£135,000+*
47	31 Warton Street, Bootle, Merseyside L20 4PX	£55,000+*
48	Flat 66 Winckley House, 16 Cross Street, Preston PR1 3LT	£70,000+*
49	108 Warbreck Moor, Liverpool L9 0HY	£300,000–£350,000*
50	5 Gorton Road, Old Swan, Liverpool L13 4DG	£145,000+*
51	Plot 8 Land adj Armetriding Reaches, Euxton, Chorley PR7 6GY	NIL–RESERVE*
52	Plot 11 Land adj Armetriding Reaches, Euxton, Chorley PR7 6GY	NIL–RESERVE*
53	Flat 16, 3c Bridgewater Street, Liverpool L1 0AR	£28,000+*
54	9 Guernsey Close, Appleton, Warrington WA4 3AZ	£160,000+*
55	78 Friar Street, St. Helens, Merseyside WA10 6NS	£65,000+*
56	Plot 11 Land at Greenmeadow Drive, Barnstaple, Devon EX31 4HT	NIL–RESERVE*
57	Plot 12 Land at Greenmeadow Drive, Barnstaple, Devon EX31 4HT	NIL–RESERVE*
58	Plot 13 Land at Greenmeadow Drive, Barnstaple, Devon EX31 4HT	NIL–RESERVE*
59	45 Anglesea Road, Liverpool L9 1EA	£55,000+*
60	354 West End Road, Haydock, St. Helens, Merseyside WA11 0AY	£65,000+*
61	18 Colwell Close, Liverpool L14 8YF	£60,000+*
62	18 Calton Avenue, Allerton, Liverpool L18 1EL	£180,000+*
63	140 Haydn Road, Liverpool L14 4BR	£70,000+*
64	Flat 2 Hollinside, Victoria Road, Huyton, Liverpool L36 5SA	£50,000+*
65	11 Melling Road, Bootle, Merseyside L20 5BD	£70,000+*
66	16 Selina Road, Liverpool L4 5RD	£45,000+*
67	37 Gilroy Road, Liverpool L6 6BG	£85,000+*
68	Flats 1–9 Cedar Terrace, Cedar Grove, Liverpool L8 0SP	WITHDRAWN
69	24 Linacre Lane, Bootle, Merseyside L20 5AH	£50,000–£60,000*
70	13 Perry Street, Darwen, Lancashire BB3 3DG	£60,000+*

71	79 Granby Street, Liverpool L8 2TU	£80,000+*
72	7 Duke Street, Platt Bridge, Wigan, Lancashire WN2 3TG	£60,000+*
73	69 Croston Street, Bolton BL3 4BB	£55,000+*
74	12 Wemsley Grove, Bolton BL2 2PB	£65,000+*
75	114 Belfield Road, Rochdale, Lancashire OL16 2XN	£60,000+*
76	27 Moor Court, Liverpool L10 0AS	£28,000+*
77	22 Herbert Street, Burnley, Lancashire BB11 4JX	£55,000+*
78	62 Anyon Street, Darwen, Lancashire BB3 3AA	£65,000+*
79	27 Hollins Grove Street, Darwen, Lancashire BB3 1HG	£60,000+*
80	66 Hollins Grove Street, Darwen, Lancashire BB3 1HG	£65,000+*
81	49 Frances Street, Darwen, Lancashire BB3 1DZ	£55,000+*
82	5 Entwistle Street, Darwen, Lancashire BB3 3HS	£60,000+*
83	7 Entwistle Street, Darwen, Lancashire BB3 3HS	£60,000+*
84	35 Knoclaid Road, Liverpool L13 8DB	£85,000+*
85	51 Scott Street, Bootle, Merseyside L20 4PE	£45,000+*
86	44 Carr Lane East, Liverpool L11 4SQ	£85,000+*
87	16 Dunham Road, Liverpool L15 7JP	£110,000+*
88	30 Balmoral Road, Fairfield, Liverpool L6 8NF	£130,000+*
89	32 Balmoral Road, Fairfield, Liverpool L6 8NF	£160,000+*
90	Flat 311, 15 Hatton Garden, Liverpool L3 2HB	£75,000+*
91	120 Princes Road, Liverpool L8 2UL	£400,000+*
92	43 Marlsford Street, Liverpool L6 6AX	£60,000+*
93	75 Allerton Road, Woolton, Liverpool L25 7RF	£225,000+*
94	62 Banner Street, Liverpool L15 0HQ	£80,000+*
95	28 Muspratt Road, Seaforth, Liverpool L21 4NW	£80,000+*
96	14 Holly Road, Fairfield, Liverpool L7 0LH	£285,000+*
97	66 Regent Road, Kirkdale, Liverpool L5 9SY	£400,000+*
98	10 Grange Lane, Gateacre, Liverpool L25 4SB	£225,000+*
99	Freehold Ground Rent Investments in Southport PR8 2LF	NIL–RESERVE*
100	318 & 318a High Street, Connah's Quay, Deeside, Clwyd CH5 4DP	£110,000+*
101	275 County Road, Walton, Liverpool L4 5PQ	£75,000+*
102	71 North Linkside Road, Woolton, Liverpool L25 9NS	£150,000+*
103	Lurgaboy, Prescot Road, Melling, Liverpool L31 1AW	£250,000+*
104	1 Bowring Park Road and 2a Rockville Road, Liverpool L14 3LP	£150,000+*
105	100 Thirlmere Road, Everton, Liverpool L5 6PR	£90,000+*
106	29 Paterson Street, Birkenhead, Merseyside CH41 4BG	£75,000+*
107	20 Snowdrop Street, Liverpool L5 7RT	£35,000+*
108	70 Windsor Road, Tuebrook, Liverpool L13 8BD	£90,000+*
109	120 Walton Village/17 St Marys Lane, Liverpool L4 6TL	£35,000+*
110	77 Queens Drive, Mossley Hill, Liverpool L18 2DU	£350,000+*
111	28 Crocus Street, Liverpool L5 7RU	£60,000+*
112	16 Hartleys Village, Liverpool L9 7AH	£75,000+*
113	84 Millhouse Lane, Moreton, Wirral, Merseyside CH46 6HZ	£150,000+*
114	39 Rosebery Street, Liverpool L8 2TN	£85,000+*
115	Apt 19, 42a Stanley Street, Liverpool L1 6AL	£125,000+*
116	Apt 16, 42a Stanley Street, Liverpool L1 6AL	£125,000+*
117	59 Seaview Road, Wallasey, Merseyside CH45 4QW	£75,000+*
118	7 Farm View, Liverpool L21 0EL	£75,000+*
119	43 Cedar Street, Bootle, Merseyside L20 3HE	£55,000+*
120	95 Becket Street, Liverpool L4 1QU	£60,000+*
121	14 Beechwood Road, Litherland, Liverpool L21 8JZ	£65,000+*
122	1 July Road, Liverpool L6 4BS	£70,000+*
123	118 Makin Street, Liverpool L4 5QQ	£60,000–£65,000*
124	23 Croxteth Road, Bootle, Merseyside L20 5EB	£70,000+*
125	66 Stanley Gardens, Liverpool L9 3AR	£110,000+*
126	3 Wheal Gorland Road, St. Day, Redruth, Cornwall TR16 5LT	**£195,000+***
127	Greystone, Parkenhead Lane, Trevone, Padstow, Cornwall PL28 8QH	**£695,000+***
128	52 Hillside Villas, Millendreath Holiday Village, Looe PL13 1PE	**£95,000+***
129	12 Elliott Plain, Buckfastleigh, Devon TQ11 0BZ	**SOLD PRIOR**
130	9 Park House, Bridge Road, St. Austell, Cornwall PL25 5HD	**£45,000+***
131	27 Salamanca Street, Torpoint, Cornwall PL11 2BE	**£75,000–£85,000***
132	Lelanta, Victoria, Roche, St. Austell, Cornwall PL26 8LG	**£135,000+***
133	105–107 Queen Street, Newton Abbot, Devon TQ12 2BG	**£275,000+***
134	48 Kenwyn Road, Torquay TQ1 1LX	**£195,000+***
135	3 Leskinnick Place, Penzance, Cornwall TR18 2EZ	**£100,000–£125,000***
136	4 Fisher Street, Paignton, Devon TQ4 5EL	**£165,000+***
137	14 Market Street, Torquay TQ1 3AQ	**£295,000+***
138	7 Priory Drive, Totnes, Devon TQ9 5HU	**£275,000+***
139	Flat 3, 1 Riviera Terrace, Dawlish, Devon EX7 0AE	**£140,000+***
140	3 Carpalla Terrace, Foxhole, St. Austell, Cornwall PL26 7TZ	**£135,000+***
141	5 Arnold Grove, Liverpool L15 8HP	SOLD PRIOR
142	10 Wordsworth Street, Bootle, Merseyside L20 4JW	SOLD PRIOR
143	32 Townsend Lane, Anfield, Liverpool L6 0BA	£90,000+*
144	24 Elm Road, Walton, Liverpool L4 5UT	£60,000+*

LOT
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3 Wheal Gorland Road, St. Day, Redruth, Cornwall TR16 5LT

GUIDE PRICE **£195,000+***

VACANT RESIDENTIAL

Description

A sizeable three bedroom detached bungalow built in the 1960s and enjoying a corner plot of 0.19 acres situated in the popular village of St Day. The property has the benefit of a fitted kitchen/diner with utility area off, sitting room and family bathroom, double glazing and oil fired central heating, along with on drive parking and a garage/workshop, with lawned gardens surrounding the property. Cash buyers only.

Situated

The popular village of St Day offers a range of day to day shopping facilities, post office, butchers and a public house, with nearby rural walks and the mineral tramways/cycle paths to the coastal towns of Portreath and Devoran. Further shopping, educational facilities and a mainline railway station can be found at Redruth circa 2 miles.

Ground Floor

Entrance hall, sitting room, kitchen/diner with utility area off, three bedrooms and a family bathroom.

Outside

Enjoying a corner plot location of circa 0.19 acres being mainly laid to lawn, with garage and additional on drive parking.

Viewings

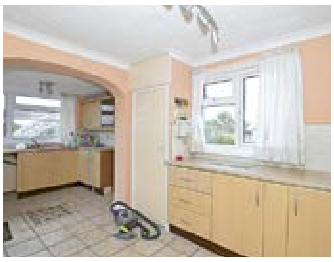
Strictly by prior appointment with Stratton Creber Redruth 01209 217201. General enquiries Countrywide Property Auctions 01395 275691.

EPC Rating

D

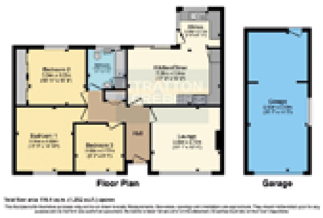
Council Tax Band

C



Note

A copy of the mining report will be made available in the legal pack



All prospective purchasers must register prior to bidding – please refer to registration form at the front of the catalogue

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127

Greystone, Parkenhead Lane, Trevone, Padstow, Cornwall PL28 8QH

GUIDE PRICE **£695,000+***

VACANT RESIDENTIAL

Description
A three bedroom detached dormer bungalow requiring modernisation situated in the immensely popular coastal village of Trevone, having the benefit of sea views and being in close proximity of the sandy beach of Trevone Bay. The property offers tremendous potential to create an enviable family home in this highly sought after location, or perhaps as a second home with additional holiday lettings income.

Situated
Trevone is an extremely sought after coastal village situated in an Area of Outstanding Natural Beauty and is also a Site of Special Scientific Interest, with Trevone Bay itself offering both sandy and slate beaches, the North Cornwall Coast Path all within walking distance of the property. The village offers a beach and surf shop, seasonal licensed beach café, village store, village hall and public house.

Ground Floor
Entrance hall, lounge/diner, kitchen with rear hallway and store room, two double bedrooms, shower room and separate WC.

First Floor
Master bedroom with en-suite WC.

Outside
Front and rear gardens, detached garage and additional on drive parking.

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

General view of beach

EPC Rating
E

Council Tax Band
E

Please note there is a buyer's administration charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT on each lot purchased (unless stated otherwise in the property description). *Guide/reserve price definitions and buyer's fees can be found at the front of this catalogue

LOT
128

52 Hillside Villas, Millendreath Holiday Village, Looe PL13 1PE

GUIDE PRICE **£95,000+***

VACANT RESIDENTIAL

Description
A two bedroom chalet bungalow presented in excellent order throughout and having the benefit of a sea view, situated in the Millendreath Beach Resort having its own private beach for residents use only and an allocated parking space. The site offers a beach bar and café, is dog/pet friendly and is set in a 90 acre Cornish Valley with access to the South West Coastal Path.

Situated
Millendreath Beach Resort is one of the Valley Resorts sites, with residents parking, beach bar and café, along with its own private sandy beach. The nearby seaside town of Looe offers a wide range of shopping and leisure facilities, a working harbour and railway station.

Ground Floor
Open plan lounge/kitchen/diner, two double bedrooms and bathroom.

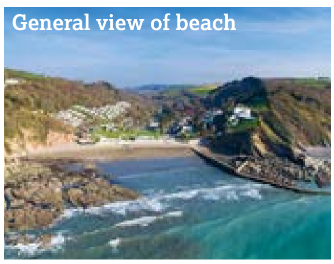
Outside
Private Garden area and a sea view. Use of resident's private beach and allocated parking space.

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

EPC Rating
G

VOA Rating
£1,650


View from terrace


General view of beach

LOT
129

12 Elliott Plain, Buckfastleigh, Devon TQ11 0BZ

GUIDE PRICE **£150,000+***

VACANT RESIDENTIAL

Description

A two bedroom Grade II listed cottage situated in the heart of the popular market town of Buckfastleigh in Dartmoor National Park. The cottage whilst in need of some updating offers a wealth of character features including beamed ceilings, woodburning stove and exposed stone work, enclosed rear garden with a pedestrian gateway leading to The Orchard Millennium Green and in turn the River Mardle.

Situated

The vibrant market town of Buckfastleigh is situated in Dartmoor National Park and is readily commutable to the A38. The town offers a wide range of bespoke shops, cafes, public houses and restaurants, along with primary schools and leisure facilities catering for all groups.

Ground Floor

Lounge/diner, kitchen and bathroom.

First Floor

Two double bedrooms.

Outside

Enclosed rear garden with patio seating area, lawn and pedestrian gateway.

Viewings

Strictly by prior appointment with Fulfords Totnes 01803 864112. General enquiries Countrywide Property Auctions 01395 275691.

EPC Rating

D

Council Tax Band

C

Note

Please be advised that the gas supply to the property has been disconnected for safety reasons and that the central heating boiler will need to be replaced

Please note there is a buyer's administration charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT on each lot purchased (unless stated otherwise in the property description). *Guide/reserve price definitions and buyer's fees can be found at the front of this catalogue

LOT
130

9 Park House, Bridge Road, St. Austell, Cornwall PL25 5HD

GUIDE PRICE **£45,000+***

VACANT RESIDENTIAL

Description
A two bedroom second floor purpose built leasehold flat, with ground floor storage room, requiring modernisation, whilst being conveniently situated for St Austell town centre. Park House has a communal hallway with intercom system, staircase and lifts to all floors, along with a communal laundry room on the first floor. The property is likely to appeal to residential lettings investors and owner occupiers given its proximity to the town centre.

Situated
St Austell offers a wide range of shopping, leisure and educational facilities catering for all age groups, along with a mainline railway station, business and retail parks, being readily commutable to the A30/A390 road network.

Ground Floor
Communal entrance hall, intercom entry system, staircase and lifts to all floors and a lock up store room serving flat 9.

First Floor
Communal Laundry room.

Second Floor
Flat 9 Entrance hall, sitting room, kitchen, shower room and two bedrooms.

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

EPC Rating
D

Council Tax Band
A

LOT 131

27 Salamanca Street, Torpoint, Cornwall PL11 2BE

GUIDE PRICE **£75,000–£85,000***

VACANT RESIDENTIAL

Description
A two bedroom first and second floor maisonette conveniently situated for Torpoint town centre and the ferry crossing to Plymouth. The property has the benefit of a storage facility, communal gardens and comprises entrance hall, lounge with balcony off and kitchen, with two bedrooms and bathroom on the upper floor. The property has recently been let generating a rental income of £700pcm/£8,400pae and is being sold with vacant possession.

Situated
The thriving town of Torpoint offers a range of bespoke shops, supermarket, cafes and public houses, along with educational facilities catering for all age groups and is home to HMS Raleigh. Further facilities and amenities are available via the Torpoint ferry crossing to Plymouth city centre.

Ground Floor
Communal entrance hall with stairs to all floors.

Flat 27
Entrance hall, lounge with balcony off, kitchen.

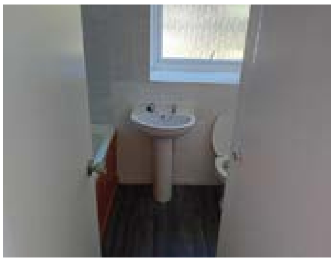
Upper Floor
Landing, two bedrooms and bathroom.

Outside
Storage facility and communal gardens.

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

EPC Rating
D

Council Tax Band
A



Please note there is a buyer's administration charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT on each lot purchased (unless stated otherwise in the property description). *Guide/reserve price definitions and buyer's fees can be found at the front of this catalogue

LOT
132
Lelanta, Victoria, Roche, St. Austell, Cornwall PL26 8LG

GUIDE PRICE **£135,000+***

DEVELOPMENT OPPORTUNITIES

Description

An interesting opportunity to acquire a presently two bedroom chalet style bungalow, with level lawned gardens, a car port and on drive parking, set in a no-through road on the outskirts of the Cornish village of Roche and having the benefit of the flexibility of two planning permissions being already in place, offering the potential to build either a pair of three bedroom semi-detached properties, a three bedroom detached dormer bungalow, or just to live in and enjoy as it is.

Situated

The Cornish village of Roche is set in the heart of Cornwall, being readily accessible to the A30 and A38 road networks, being readily commutable to the nearby Cornish coastlines, the Eden Project and mainline railway stations. The village offers a range of bespoke shops, primary school and is readily commutable to the nearby town of St Austell offering educational, shopping and recreational facilities catering for all age groups.

Ground Floor – Existing Accommodation

Entrance Hall, sitting room, kitchen, two bedrooms and bathroom. Level lawned gardens, car port and on drive parking.

Planning Application PA20/07819

Demolition of existing dwelling and replacement with a dormer bungalow: Ground Floor: Entrance Hall, living/dining room with garden room off, kitchen, bedroom 3/study and bathroom. First Floor: Landing, two bedrooms, master en-suite bathroom, dressing room and storage.

Planning Application PA22/08665

Demolition of existing dwelling and garage and construction of two × three bedroom houses. Comprising Ground Floors: Entrance hallways, open plan living room/kitchen/dining rooms and cloakrooms. First Floors: Landings, master bedroom with en-suite shower rooms, two further bedrooms, bathrooms and storage.

Viewings

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

Note

Interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

EPC Rating

F

Council Tax Band

A

LOT
133 105–107 Queen Street, Newton Abbot, Devon TQ12 2BG

GUIDE PRICE **£275,000+***

MIXED USE

Description
A fabulous investment opportunity to acquire a freehold town centre premises comprising a ground floor retail unit currently let to a long established tenant, on a fully repairing/insuring lease, with rents passing on a six year renewable term of £12,500+ vat, along with two × one bedroom first and second floor self-contained flats, both let on assured shorthold tenancies and currently generating income of £8,820pae and £7,800pae respectively, with the potential for an increase of the rental income of the second floor flat in 2024. The whole currently providing a combined income of £29,120pae.

Situated
Queen Street is situated in the thriving market town of Newton Abbot and is currently undergoing a programme of regeneration to further enhance the location. Newton Abbot offers a wide variety of shopping and leisure facilities, retail parks, race course and supermarkets, being readily accessible to the A380/A38/M5 road networks and having the benefit of a mainline railway station.

Ground Floor
Self-contained retail unit of 64.7 square metres, comprising two retail zones, staff toilets, kitchen and store room, with a VOA rating £10,750.

First Floor
Flat 1 Telephone entry system, entrance hall, open plan lounge/kitchen/diner, double bedroom and bathroom.

Second Floor
Flat 2 Telephone entry system, open plan lounge/kitchen/diner, double bedroom and bathroom.

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

EPC Ratings
Retail premises B **Flat 1** D **Flat 2** D

Council Tax/VOA rating
Retail premises £10,750 **Flat 1** A **Flat 2** A

Please note there is a buyer's administration charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT on each lot purchased (unless stated otherwise in the property description). *Guide/reserve price definitions and buyer's fees can be found at the front of this catalogue

LOT
134

48 Kenwyn Road, Torquay TQ1 1LX

GUIDE PRICE **£195,000+***

VACANT RESIDENTIAL

Description

A vacant, deceptively spacious three bedroom mid terrace house with an additional useful loft room and en-suite, having the benefit of gas central heating and double glazing, low maintenance front and rear gardens with storage shed. Note: The property has been treated with spray foam insulation to the roof space and is therefore likely to appeal to cash buyers, residential lettings investors, or the building fraternity as a post works onwards re-sale project.

Situated

Kenwyn Road is situated in the popular Plainmoor/Babbacombe borders, a short distance away from Babbacombe Downs and St Marychurch, with nearby educational facilities include Warberry Academy and Spires College, with excellent public transport links throughout Torbay.

Ground Floor

Entrance porch, hallway, sitting room, kitchen/dining room.

First Floor

Landing, three bedrooms and shower room.

Second Floor

Loft room with en-suite bathroom.

Outside

Low maintenance front and rear gardens with storage shed and pedestrian gateway to the rear.

Viewings

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

EPC Rating

D

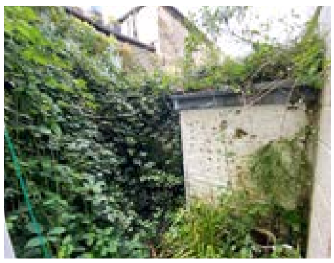
Council Tax Band

B

LOT
135

3 Leskinnick Place, Penzance, Cornwall TR18 2EZ

GUIDE PRICE **£100,000–£125,000*** VACANT RESIDENTIAL



Description
A two bedroom character cottage enjoying a town centre location in Penzance and having the benefit of enclosed front and rear gardens. The property requires refurbishment throughout and is to be sold as seen. We understand that part of the property is of single skin construction and therefore is suitable for cash buyers only.

Situated
Leskinnick Place is situated in close proximity of Penzance town centre, the mainline railway station and the Southwest Coast Path. Penzance offers a wide range of shopping and leisure facilities, Promenade and Lido, along with glorious sandy beaches and a working harbour.

Ground Floor
Entrance porch, hallway, lounge/diner and kitchen

First Floor
Landing, two bedrooms and bathroom.

Outside
Front and rear enclosed gardens with small storage shed in the rear courtyard.

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

EPC Rating
F

Council Tax Band
B

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LOT
136

4 Fisher Street, Paignton, Devon TQ4 5EL

GUIDE PRICE **£165,000+***

VACANT RESIDENTIAL

Description
A deceptively spacious four/five bedroom detached three storey property enjoying an elevated and secluded position in close proximity of Paignton town centre. The property offers a sitting room, dining room, kitchen breakfast room and covered utility area on the ground floor, two double bedrooms, box room and bathroom to the first floor, with two further double bedrooms on the top floor, along with low maintenance gardens to three sides. The property is likely to appeal as a sizeable family home, a home with additional lettings income, or possibly as an HMO venture, subject to any requisite consents, upon which interested parties must make and rely upon their own planning enquiries of Torbay Council planning department.

Situated
Fisher Street is conveniently situated for both local shops and those of Paignton town centre, along with the mainline railway station and the seafront. Paignton offers a wide range of shopping, leisure and educational facilities catering for all age groups and is a popular holiday destination.

Ground Floor
Entrance hall, sitting room, dining room, kitchen/breakfast room and covered utility area.

First Floor
Landing, two double bedrooms, box room/study with the potential for conversion into a second bathroom, family bathroom.

Second Floor
Landing, bedroom three being dual aspect and having sea views over the townscape, bedroom four.

Outside
Low maintenance gardens, with gravelled front garden, decked rear garden with a raised seating area and storage facility.

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

EPC Rating
E

Council Tax Band
D

LOT
137

14 Market Street, Torquay TQ1 3AQ

GUIDE PRICE **£295,000+***

VACANT COMMERCIAL

Description

An interesting opportunity to acquire a freehold former retail premises and associated parking areas situated in Torquay town centre with the site totalling circa 0.28 acres. The property currently comprises four linked retail zones, office and storage area to the ground floor, with a first floor retail area, staff room, WCs and additional storage to the first floor, giving a combined floor area of circa 680 square metres and a VOA rating of £39,250. The property whilst no doubt will be of interest to those looking for a sizeable premises with parking/storage facilities within Torquay, the site may also lend itself to redevelopment following a favourable pre-application response in 2020, with consideration to Policy TC4, upon which interested parties must make and rely upon their own planning enquiries of Torbay Council planning department.

Situated

Torquay town centre offers a wide variety of shopping and leisure facilities, along with a thriving harbour and numerous sandy beaches set in the heart of Torbay, with excellent public transport links and continues to be a popular tourist destination.

Ground Floor

Four linked retail zones, office and storage facilities.

First Floor

Additional retail zone, staff room, storage area and WCs.

Outside

Driveway leading to a secure parking area to the rear of the property.

Viewings

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

Non Domestic EPC Rating

TBC

VOA Rating

£39,250

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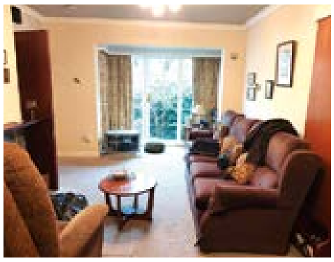
LOT 138

7 Priory Drive, Totnes, Devon TQ9 5HU

GUIDE PRICE **£275,000+***

VACANT RESIDENTIAL



Description
A two bedroom semi-detached bungalow requiring modernisation being conveniently situated for Totnes town centre and enjoying a cul-de-sac location. The property has the benefit of front and rear gardens, an additional enclosed vegetable garden area and a detached garage. A small extension that was added to bedroom two several years ago is in need of repair/replacement, interested parties must make and rely upon their own building investigations as to the works required.

Situated
Priory Drive is conveniently situated for Totnes town centre, railway station and the river Dart. Totnes is a thriving market town offering a range of bespoke shops, educational and recreational facilities catering for all age groups, supermarkets and retail parks, being readily commutable the A38 and M5 road networks.

Ground Floor
Entrance porch, hallway, kitchen with sun porch off, lounge/diner, inner hallway, two bedrooms and bathroom.

Outside
Front and rear gardens, additional vegetable garden, garage and on-drive parking.

Viewings
Strictly by prior appointment with Fulfords Totnes 01803 864112. General enquiries Countrywide Property Auctions 01395 275691.

EPC Rating
TBC

Council Tax Band
C

LOT
139

Flat 3, 1 Riviera Terrace, Dawlish, Devon EX7 0AE

GUIDE PRICE **£140,000+***

VACANT RESIDENTIAL

Description
A vacant two bedroom top floor flat situated in the highly sought after seaside town of Dawlish, having the benefit of panoramic sea views and in close proximity of the town centre and mainline railway station. The property also has the benefit of an allocated parking space and a share of the freehold.

Situated
The ever popular seaside town of Dawlish is renowned for its sandy beaches and The Strand, offering a bespoke selection of shops and cafes, along with educational and recreational facilities, health centre and a supermarket on the outskirts of the town.

Ground Floor
Communal entrance hall with stairs rising to all floors.

Second Floor
Flat 3 Landing, sitting room, kitchen, two bedrooms and bathroom.

Outside
Allocated parking space.

Viewings
Strictly by prior appointment with Fulfords Dawlish 01626 863140. General enquiries Countrywide Property Auctions 01395 275691.

EPC Rating
D

Council Tax Band
B

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LOT
140

3 Carpalla Terrace, Foxhole, St. Austell, Cornwall PL26 7TZ

GUIDE PRICE **£135,000+***

VACANT RESIDENTIAL

Description
A vacant two double bedroom mid terrace character cottage situated in the popular village of Foxhole. The property offers a spacious lounge/diner with log burner and a kitchen requiring remedial works to the ground floor, two bedrooms and bathroom to the first floor, a walled front garden, large rear garden with on drive parking and a useful outbuilding.

Situated
The village of Foxhole offers a primary school, local shops and a sub post office, situated between the popular towns of St Austell and Newquay offering a wide range of shopping, leisure and educational facilities catering for all age groups. The village is readily accessible to the A30 and mainline railway station at nearby St Austell.

Ground Floor
Entrance hall, lounge/diner and kitchen.

First Floor
Landing, two bedrooms and bathroom.

Outside
Walled front garden, large rear garden and on drive parking, outbuilding.

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

EPC Rating
D

Council Tax Band
B

Don't just take our word for it

I would definitely recommend the services of Countrywide property auctions 'South West'.

From the initial contact with Amanda of Miller Countrywide Estate agents through to the final strike of the auctioneer's hammer, the experience was positive and ran smoothly.

I felt in control and was kept in the loop throughout. Wendy Alexander was especially sensitive to my requests and queries and from the beginning I felt the sale of my meadow was in good hands.

The process was made transparent providing a range of services, and on request, a choice of solicitors which made the journey of sale seamless.

SH.

Thanks again Wendy for all your work marketing Overbrook and Wits End for auction.

In total I have placed three properties with Countrywide Auctions and you have dealt with the marketing each time.

Each one has achieved or exceeded their reserve and I would recommend you and Countrywide Auctions to anyone requiring a quick and easy sale of their property.

JG

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Notes

Money Laundering Regulations

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

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

ID can be approved as follows:

The quickest and easiest way for us to verify your identity and for you to become "bid ready" is via our online registration process. You will be invited to complete our process via your tablet or smartphone using our partners Credas verification app. Once you are verified you will be able to complete telephone, internet or proxy bidding forms through your user account.

Alternatively
If you are unable to complete our online registration process and will be sending us a hard copy of the remote bidding form, we will require certified ID that has been identified by a professionally recognised individual. A list of acceptable documents can be found below.

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

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

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

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

Acceptable Identification Documents

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

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

A Primary documents – individual's proof of ID

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

List 1:

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

or

List 2:

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

and

List 3:

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

B Secondary documentation – individual's proof of address

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

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

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

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

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Common Auction Conditions

Common Auction Conditions (4th Edition 2018 – reproduced with the consent of the RICS).
The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

Introduction

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

Glossary

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

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

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

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).
The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.
Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Agreed COMPLETION Date

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

Approved Financial Institution

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

ARREARS

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

ARREARS Schedule

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

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

BUYER

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

Catalogue

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

Financial Charge

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

General Conditions

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

INTEREST RATE

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

LOT

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

Old ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

Ready To Complete

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

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

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.
The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

A2.1 As agents for each SELLER we have authority to
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
(b) offer each LOT for sale;
(c) sell each LOT;
(d) receive and hold deposits;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.
A2.2 OUR decision on the conduct of the AUCTION is final.
A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICEs

A3.1 All bids are to be made in pounds sterling exclusive of VAT.
A3.2 WE may refuse to accept a bid. WE do not have to explain why.
A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.
A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.
A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.
A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.
A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.
A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).
A5.3 YOU must before leaving the AUCTION
(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
(b) sign the completed SALE MEMORANDUM; and
(c) pay the deposit.
A5.4 If YOU do not WE may either
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
(b) sign the SALE MEMORANDUM on YOUR behalf.
A5.5 The deposit
(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
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 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.
A5.9 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 £3,000.00 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

Words in small capitals have the special meanings defined in the Glossary.
The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

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 is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoings and other liabilities;
(g) any interest which overrides, under the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of
(a) the DOCUMENTS, whether or not the BUYER has read them; and
(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 Deposit

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER
(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;

and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
(c) If title is in the course of registration, title is to consist of:
(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
(b) the form of new lease is that described by the SPECIAL CONDITIONS; and
(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by
(a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and
(b) the release of any deposit held by a stakeholder

or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the LOT; and
(e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
(a) terminate the CONTRACT; and
(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:
(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
(b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must
(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
(b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly
(a) provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER;

in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:
(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11 ARREARS

Part 1 – Current rent

G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
(a) so state; or
(b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
(a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
(b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
(b) give notice of assignment to the tenant; and
(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:
(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:
(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that
(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
(d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and
(c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;
and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
(a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:
(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

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

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

G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

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

G19.4 The LOT is sold
(a) in its condition at COMPLETION;
(b) for such title as the SELLER may have; and
(c) with no title guarantee;
and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:
(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20 TUPE

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

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:
(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

G21 Environmental

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

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

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

G22 Service Charge

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

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
(a) service charge expenditure attributable to each TENANCY;
(b) payments on account of service charge received from each tenant;
(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and
(b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 Registration at the Land Registry

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the TRANSFER;
(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTs (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTs (Rights of Third Parties) Act 1999.

G30 EXTRA GENERAL CONDITIONS

Applicable for all lots where the Common Auction Conditions apply.

G30.1 **The Deposit**
General Conditions A5.5a shall be deemed to be deleted and replaced by the following:
A5.5a. The Deposit:
(a) must be paid to the AUCTIONEERS by bankers draft drawn on a UK clearing bank or building society (or bysuch other means of payment as they may accept)
(b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller
(c) Where a deposit is paid to us as stakeholder we are at liberty to transfer all or part of it prior to completion to the Seller's solicitors (net of any fees and commission that will be due to us from the Seller) for them to hold as stakeholder in our place.

G30.2 **Buyer's Administration Charge**
Should your bid be successful you will be liable to pay a Buyer's Administration Charge of 1.2% of the purchase price subject to a minimum fee of £1,800 including VAT (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to the Auctioneer.

G30.3 **Extra Auction Conduct Conditions**
Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

G30.4 **Searches**
On completion the Buyer shall pay to the Seller, in addition to the purchase price, the cost incurred by the Seller in obtaining the Searches included in the Auction Pack.

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