



Webbers

PROPERTY AUCTION

Catalogue

NORTH DEVON

Friday 28th February 2020 2pm

The Park Hotel, Taw Vale, Barnstaple,
EX32 9AE

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INTRODUCTION

Selling by Auction since 1924



Welcome to this, our first collective auction event of 2020. This follows on from our highly successful programme of auction sales through 2019.

Our success rate at auction far outstrips the national average rate. Our company, Webbers, has been successfully selling properties by auction in North Devon for more than 90 years and this method of sale continues to be ideal for certain types of property. We are always on hand to offer advice on any property matters and will happily guide you through the auction process if that is appropriate.

Details of lots included in this sale are contained within this catalogue but please do check with us before the auction date to make sure the lot you are interested in is still to be offered for sale on the day. Please also take time to familiarise yourself with the buyers guide on the following pages. This catalogue is available both online or as a hard copy. The online copy can be accessed via our website at www.webbers.co.uk under the auction tab. We look forward to seeing you on the day.

As auctioneers, we continue to host a regular programme of public auction sales and please refer to our website as above for details and information. We also continue to act for corporate clients and a major utility company with disposal of some of their redundant facilities and these types of property and land have always proved very popular.

We will be holding regular auction events throughout the remainder of the year so again, please check our website for the latest information.

Please note that if you are successful in purchasing at auction, you will be required to pay an AUCTION ADMINISTRATION FEE of £250 +VAT to be made payable to Webbers Property Services Ltd at the time of signing the contract

Our Auctioneers



Peter H. McHugh FRICS
Director
01271 347868
peter.mchugh@webbers.co.uk



Lee Hussell ANAEA
Director
01271 869119
Lee.hussell@webbers.co.uk



Andrew Jeffery PPNAEA (Honoured) FNAVA
Regional Associate Director
01208 73298
andrew.jeffery@webbers.co.uk

THE BUYING PROCESS

At Auction



INTRODUCTION

Details of the properties and land to be sold are set out in this catalogue. All lots are sold subject to general conditions of sale (see back of catalogue). It is most important that purchasers satisfy themselves as to the availability, location, boundaries, conditions and state of all lots prior to the Auction.

VIEWING

It is essential that you view the properties which interest you as soon as possible. Viewing arrangements for each lot are contained in this catalogue.

LEGAL DOCUMENTATION

There are special conditions and general conditions that apply to all lots being offered at Auction. A copy of these will be available within the legal pack for each lot, a copy of which, will be posted to the website within 10 days of the auction.

INSTRUCTING A SOLICITOR

Before bidding at the Auction, it is advisable to consult a solicitor/licensed conveyancer to advise you on the general and special conditions of sale, any searches that may be necessary, the Land Registry Office copy entries and any other information provided.

GUIDE PRICES

Most are quoted in the catalogue available from the agency/office concerned, nearer the time of the auction. A guide price may change at any time. Lots may be sold at above or below the guide price and we cannot accept responsibility for their accuracy.

RESERVE PRICES

All lots, unless stated in the catalogue, are subject to a Reserve price. This is the minimum price at which the seller has authorised the Auctioneer to sell. Bidding must reach or exceed the reserve price for the Auctioneer to be able to sell. reserve price is confidential. It is set by the seller in consultation with the Auctioneer prior to the Auction and may be subject to change right up to the start of the Auction. The auctioneer reserves the right to accept bids from the vendor up to and including the reserve value.

PRE-AUCTION OFFERS

Offers must be in writing and will only be considered if the lot has been viewed and the legal documentation inspected. Pre-auction bids are on the basis of an immediate exchange of auction contracts upon acceptance by the seller. Any offer will be assumed to be your best and final offer and we cannot guarantee that you will be invited to increase your bid in the event of an alternative, satisfactory offer being received prior to exchange.

FINANCE AND MORTGAGES

It is essential to arrange finance prior to the Auction and for all surveys, valuations and inspection to take place before the bidding.

UNABLE TO ATTEND

If it is impossible for you to attend the Auction there are two ways in which you can bid. Firstly, you can appoint a representative or a solicitor to bid for you, and it is always advisable to write and inform the Auctioneer. Also give your representative a letter confirming that they are bidding on your behalf.

PROXY BIDS

If you want to bid by proxy on the day of the Auction we are more than happy for you to do so. We must be holding a signed contract and deposit cheque at least 48 hours before the Auction. Therefore please contact us in plenty of time to avoid disappointment.

Please contact Webbers Auction Department for a proxy bid registration form or use the one shown on www.webbers.co.uk or the one in this brochure on the following page



THE BUYING PROCESS

At Auction

REGISTERING AT AUCTION AND MEANS OF IDENTIFICATION

You must register before the auction starts at the registration desk at the auction venue. The successful bidder is required to provide two forms of identification (see registration form). Please note that it is a requirement that you also provide documentation to confirm your name and residential address.

BIDDING AT AUCTION

If you have not bid at an Auction before, it is advisable to be present when the Auction starts, listen to the Auctioneer's opening remarks and follow the bidding in the early lots. The Auctioneer will indicate from whom the bid has been taken but it is helpful to the Auctioneer for you to raise your hand or bidding card number clearly when you bid. If the Auctioneer is in doubt whether the movement of a head or hand was in fact a bid, he will usually enquire "Was that a bid Sir/Madam?" If you are the successful bidder, a binding contract is entered into between the seller and the bidder on the fall of the Auctioneer's gavel. You will then be approached by a member of the auction staff who will escort you to the sales desk.

At this point a deposit payment is required, the sum of 10% of the sales price is handed to the seller's solicitor.

The seller's solicitor will then prepare the contracts. THESE MUST BE SIGNED by the purchaser BEFORE LEAVING THE AUCTION ROOM.

DEPOSITS

Purchasers are reminded that at the fall of the Auctioneer's gavel a deposit of 10% per property shall be payable, by way of BANKERS DRAFT, BUILDING SOCIETY CHEQUE or PERSONAL CHEQUE.

We suggest you obtain a draft for 10% of your maximum bid price bring it with you to the auction. If you purchase for less, the difference will be deducted from your 'balance' figure on completion. Any shortfall (subject to the Auctioneer's discretion) can be paid by Personal/Company Cheque.

BUYER'S ADMINISTRATION FEE

Buyers at auction should note that on successful purchase a buyer's administration fee of £250 plus vat (total £300) is payable to Webbers Property Services Ltd.

INSURANCE

The successful bidder is responsible for the property and for its insurance at the fall of the gavel when contracts are entered into.

COMPLETION DAY

Completion normally takes place 28 days after the date that contracts are exchanged, unless other arrangements are specified in the Special Conditions of Sale or Standard Conditions of Sale. It is advisable to check this prior to the auction day.

UNSOLD LOTS

Properties can be sold before, during and AFTER the Auction. After the Auction you can submit an offer to the Auctioneers for an unsold lot and the vendor's decision will be requested. If the offer is accepted the sale then proceeds according to normal Auction practice, even if the sale is agreed after the Auction day.

WARNING

On or just before the Auction day check with the Auction Department that the lots you are interested in are still available.

AND FINALLY

If we have not answered all your questions, or if you are confused about any Auction matter, no matter how trivial, then please contact the relevant Auction Department/ office relevant to the lot.

THE BUYING PROCESS

At Auction

IMPORTANT NOTICE to be read by all purchasers.

1. The seller has the right to sell before auction or withdraw the lot and neither the auctioneer nor vendor is responsible for any abortive costs, losses or damages in respect of prospective sales. Purchaser information as to the pre-sale or withdrawal of a lot can be obtained from enquiry with the auctioneers at any time prior to the auction but is valid only up until the time of enquiry.

2. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed, to be subject, or have the benefit of, in respect of any contents, fixtures or fittings to be included in any sale, an inspection of the property and all the necessary enquiries with the seller's solicitors and/ or other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.

3. All location plans and ordnance survey plans published in the particulars of sale are to enable prospective purchasers to locate the property only. Plans are photographically reproduced and are therefore not to scale, but for identification purposes only. The boundary lines and numbers on the photographs are only to enable prospective purchasers to locate the property. Purchasers are advised to view the special conditions in respect of the precise interest to be conveyed with each lot.

4. As and when guide prices, estimates or values are provided the prospective purchaser should not rely solely on any such statement or guide price, estimate or value, and should seek professional advice on any such statement.

5. Prospective purchasers should always check any addenda sheets to see if there are any alterations or amendments to the particulars of the property or properties that they are interested in bidding for. These will be available in the auction room or at the registration desk.





AUCTION REGISTRATION FORM

Bidder No. _____

You will need to bring with you this form duly completed and TWO FORMS OF IDENTIFICATION (One from point A and one from point B), which will be copied and kept on file.

- A: A valid passport or a valid driving licence (photographic only) - proof of identity
- B: A utility bill or bank/credit card statement - proof of residence (must be dated within the last 3 months)
- C: PEPs (Politically Exposed Persons include those person's family members and known close associates) are those who have been entrusted within the last year with a prominent public function, for example by a state other than the UK, a community institution, an internal body, a Member of Parliament and other prominent roles listed in the current Anti Money Laundering regulations. If you or others listed are considered to be within the categories you must advise us.

Name of bidder:

Name of buyer (if different)

Postal Address:

..... Post Code

Tel. Home Mobile Work

Solicitors:

Address:

..... Post Code

Tel. number DX No.

Signature: Date

For Official use A: Identification Photo: Yes/No

ID Provided B: Address Date of Bill/Statement:



PROXY BIDDING FORM

LOT NO.

Address of Lot:
.....

Date of Auction:

BIDDERS CONTACT DETAILS

Name:

Address:
..... Post Code

Telephone: Email

BIDDERS SOLICITORS DETAILS

Solicitor:

Person dealing :

Address:
..... Post Code

Telephone: Email

Maximum Bid Price Authorised by Bidder:

I instruct and authorise Webbers to bid on my behalf up to and including the maximum figure specified herein. I understand that if my bid is successful the offer will be binding upon me and that I will be legally bound by the applicable conditions of sale and addenda applicable to the property. I authorise you to record such bidding in order to avoid any doubts or disputes. A cheque/draft for 10% of the maximum bid price, made payable to Webbers Property Services Ltd., is attached hereto.

Signature:

Date:



SALES MEMORANDUM

LOT NO.

Vendor(s)

Purchaser(s)

Purchaser(s) address

.....

..... Post Code

Purchaser(s) Solicitors

Address

..... Post Code

Property to be sold

..... (being the property described in the particulars hereto)

Purchase Price

Deposit Paid

Balance Due

The vendor agrees to sell and the purchaser agrees to buy the lot for the price. This agreement is subject to the conditions as far as they apply to the lot.

Completion date

Signed by the purchaser(s)

Signed by the vendor or us as agent on their behalf

Name of Signatories

Capacity

Date

ORDER OF SALE

North Devon Auction



- Lot 1: 33 South Street, Torrington, EX38 8AB
- Lot 2: 1 Woodlands, Parkham, Bideford, EX39 5PP
- Lot 3: Land at Southmoor House, Buckleigh Road, Westward Ho!, EX39 3PU

DATE AND TIME

Friday 28th February | Registration from 2pm | Auction starts 2:30pm

GETTING THERE

The Park Hotel | Taw Vale | Barnstaple | EX32 9AE

PARKING

The hotel has a large car parking at the rear of the building



LOT 1

33 South Street, Great Torrington, EX39 8AB

Guide Price: 'Offers in excess of £100,000'

Guide prices may be amended at any time leading up to the auction.



DESCRIPTION

This period Grade II listed double fronted property has come to the market place for the first time in around 40 years and offers huge potential for renovation and modernisation. Many period features still remain which include, sash windows, open fires and timber floorboards. On the ground floor there are 3 spacious reception rooms and a dated kitchen with a window that looks through a lean-to that gives access onto the rear garden.

On the first floor are 4 generous double bedrooms with two of the bedrooms having lovely distant views across castle hill carpark to the countryside in the distance. One of the bedrooms leads to the bathroom that is fitted with an original cast iron bath and a pedestal wash hand basin, also on this floor is a separate w/c. There is also the potential to convert the attic subject to any necessary consents. To the rear there is a cobbled and enclosed courtyard with two small outbuildings for storage. One of these still contains the old copper wash tub.

TENURE

Freehold

SERVICES

All mains services are connected

COUNCIL TAX

B

EPC

Exempt

SOLICITORS

Adam Delmar
Mr Simon Marsh,
56 Ashley Road,
Hampton,
Surrey,
TW12 2HU

Tel: 0208 9412097 or
Email: simon.marsh@adamsdelmar.co.uk

VIEWINGS/MORE INFORMATION

Webbers Torrington Office:
01805 624334 or
torrington@webbers.co.uk

LOT 2



1 Woodlands, Parkham, Bideford, Devon. EX39 5PP

Guide Price: £95,000

Guide prices may be amended at any time leading up to the auction.

DESCRIPTION

Situated within a tucked away location on the outskirts of Parkham is this three bedroom non-standard construction semi-detached house with a garage and occupying a plot of approximately 0.25 acres.

The accommodation comprises a living room, dining room, kitchen, 3 generous sized bedrooms and a bathroom on the first floor. Modernisation required throughout. Far reaching countryside views. No onward chain.

TENURE

Freehold

SERVICES

Water, Electric, Septic Tank

COUNCIL TAX

B

EPC

E

SOLICITORS

King Davies and Partners,
Lloyd Bank Chambers, 1
8 Talbot St,
Maesteg,
Bridge End,
CF34 9BP

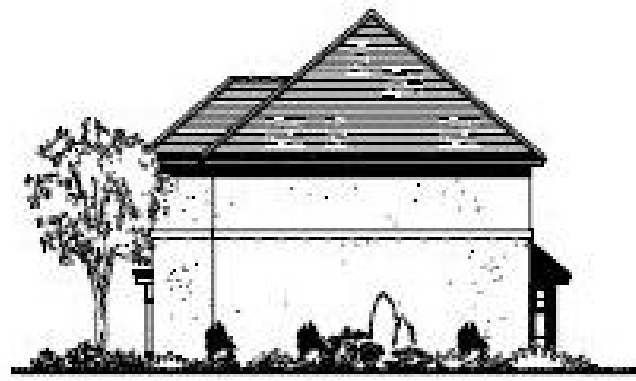
VIEWINGS/MORE INFORMATION

Webbers Bideford Office:
01237 472344 or
Bideford@webbers.co.uk

LOT 3



Front Elevation



Side Elevation

Land at Southmoor House, Buckleigh Road, Westward Ho! Bideford, Devon. EX39 3PU

Guide Price: £150,000

Guide prices may be amended at any time leading up to the auction.



DESCRIPTION

An excellent opportunity to acquire a level parcel of land situated in secluded residential location at the top of the popular coastal village of Westward Ho! with full Planning Permission granted for the erection of a substantial detached 4-5 bedroom double fronted house of approximately 2000 sq ft plus detached garage..

TENURE

Freehold

SERVICES

We understand that mains water is connected on the plot and mains drainage and gas are adjacent to the site but any prospective purchaser should check with the relevant service providers.

SOLICITORS

Wollens Solicitors,
Gillian Jones,
Avery House,
Liberty Road,
Roundswell Business Park,
Barnstaple.
EX31 3TL
Tel: 01271 444146 -
Email: gillian.jones@wollens.co.uk

VIEWINGS/MORE INFORMATION

Webbers Bideford Office:
01237 472344 or
Bideford@webbers.co.uk

GENERAL CONDITIONS OF SALE



General Conditions of Sale

Common Auctions Conditions for auctions of real estate in England and Wales Edition 3

© Royal Institution of Chartered Surveyors, 2009 ISBN: 978-1-84219-529-1

General conditions of Sale

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

G1. The lot

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any tenancies disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and
 - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
 - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
 - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
 - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to completion.

G4. Title and identity

- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
 - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
 - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
 - (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. Transfer

- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2	If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.		
G5.3	The seller cannot be required to transfer the lot to anyone other than the buyer , or by more than one transfer .	G10.3	Income and outgoings are to be apportioned at actual completion date unless:
G6. Completion			(a) the buyer is liable to pay interest; and
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.	G10.4	(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 . Apportionments are to be calculated on the basis that:
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.		(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
G6.3	Payment is to be made in pounds sterling and only by:		(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
G6.4	(a) direct transfer to the seller's conveyancer's client account; 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.
G6.5	(b) the release of any deposit held by a stakeholder.	G11. Arrears	
G6.6	Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.	Part 1 Current rent	
G7. Notice to complete		G11.1	"Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion .
G7.1	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.	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 .
G7.2	Where applicable the contract remains in force following completion.	G11.3	Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
G7.3	The person giving the notice must be ready to complete .	Part 2 Buyer to pay for arrears	
G7.4	If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:	G11.4	Part 2 of this condition G11 applies where the special conditions give details of arrears .
G8. If the contract is brought to an end		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 .
G8.1	If the contract is lawfully brought to an end:	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 .
G8.2	(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and	Part 3 Buyer not to pay for arrears	
G8.3	(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.	G11.7	Part 3 of this condition G11 applies where the special conditions :
G8.4	(a) terminate the contract ;	G11.8	(a) so state; or
G8.5	(b) claim the deposit and any interest on it if held by a stakeholder;	G11.9	(b) give no details of any arrears .
G8.6	(c) forfeit the deposit and any interest on it;	G12. Management	
G8.7	(d) resell the lot ; and	G12.1	This condition G12 applies where the lot is sold subject to tenancies .
G8.8	(e) claim damages from the buyer .	G12.2	The seller is to manage the lot in accordance with its standard management policies pending completion .
G8.9	If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:	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:
G8.10	(a) terminate the contract; and	G12.1	(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;
G8.11	(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.	G12.2	(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
G9. Landlord's licence			
G9.1	Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.		
G9.2	The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.		
G9.3	The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.		
G9.4	The seller must:		
G9.5	(a) use all reasonable endeavours to obtain the licence at the seller's expense; and		
G9.6	(b) enter into any authorised guarantee agreement properly required.		
G9.7	The buyer must:		
G9.8	(a) promptly provide references and other relevant information; and		
G9.9	(b) comply with the landlord's lawful requirements.		
G9.10	If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.		
G10. Interest and apportionments			
G10.1	If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date .		
G10.2	Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any		

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

- G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 “rent deposit deed” means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer’s** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller’s** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

- G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

G15. Transfer as a going concern

- G15.1 Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this **condition** G15 applies.
- G15.2 The **seller** confirms that the **seller**
- (a) is registered for **VAT**, either in the **seller’s** name or as a member of the same **VAT** group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that:
- (a) it is registered for **VAT**, either in the **buyer’s** name or as a member of a **VAT** group;
 - (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer’s** **VAT** registration;
 - (b) that the **buyer** has made a **VAT option**; and
 - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer’s** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller’s** conveyancer is to notify the **buyer’s** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

- G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer’s** claim for capital allowances.

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

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

- G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer’s** cost, the benefit of the maintenance agreements specified in the **special conditions**.
- G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18. Landlord and Tenant Act 1987

- G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller’s** obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The **lot** is sold:
- (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.		(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. 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.
G22.4	In respect of each tenancy , if the service charge account shows that: (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.	G24.5	
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 .	G25.	Warranties
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.	G25.1 G25.2	Available warranties are listed in the special conditions . 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.
G23.	Rent reviews	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.
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.	G26.	No assignment
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.		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 .
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.	G27.	Registration at the Land Registry
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.	G27.1	This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable: (a) procure that it becomes registered at Land Registry as proprietor of the lot ; (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
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.	G27.2	This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable: (a) apply for registration of the transfer; (b) provide the seller with an official copy and title plan for the buyer's new title; and (c) join in any representations the seller may properly make to Land Registry relating to the application.
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.	G28.	Notices and other communications
G23.7	If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears .	G28.1	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.
G23.8	The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.	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 .
G24.	Tenancy renewals	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 .
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.	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.
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.	G29.	Contracts (Rights of Third Parties) Act 1999
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.		No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999 .
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;	G30.	Extra General conditions

RESIDENTIAL SALES & LETTINGS OFFICES

DEVON

BARNSTAPLE
39/41 Boutport
Street Barnstaple
EX31 1SA
T: 01271 373404

BIDEFORD
43-44 Mill Street
Bideford
EX39 2JW
T: 01237 472344

BRAUNTON
9 The Square
Braunton
EX33 2JF
T: 01271 812263

ILFRACOMBE
48 High Street
Ilfracombe
EX34 9QB
T: 01271 863091

LYNTON
5a Queen Street
Lynton
EX35 6AA
T: 01598 752527

SOUTH MOLTON
The Square
South Molton,
EX36 3AQ
T: 01769 573181

TORRINGTON
17 High Street
Torrington
EX8 8HN
T: 01805 624334

CORNWALL

BODMIN &
NEWQUAY
53 Fore Street
Bodmin
PL31 2JB
T: 01208 73298

BUDE
11 Lansdown
Road Bude
EX23 8BH
T: 01288 353661

LAUNCESTON
10a Broad Street
Launceston
PL15 8AD
T: 01566 776211

SOMERSET

DULVERTON
Woodton Lodge
Dulverton
TA22 9DW
T: 01398 323271

MINEHEAD
9 Floyds Corner
Minehead
TA24 5UW
T: 01643 706917

TAUNTON
41/42 High Street
Taunton
TA1 3PN
T: 01823 322666

WELLINGTON
4 South Street
Wellington
Somerset
TA21 8NS
T: 01823 664333

WIVELISCOMBE
1 Silver Street
Wiveliscombe
Somerset
TA4 2PA
T: 01984 624055

CUSTOMER CARE

T: 01271 347851
E: customercare@webbers.co.uk

NEW HOMES

T: 01271 379797
E: newhomes@webbers.co.uk

COMMERCIAL

T: 01271 347888
E: commercial@webbers.co.uk

AUCTIONS

T: 01271 347880
E: lee.hussell@webbers.co.uk



  webbers.co.uk



