



Flat 3, Flat 8, and the Freehold of Briarswood, St. Leonards Road, Weymouth

Guide Price £205,000*

For sale by Public Auction and via Livestream on Thursday 22 February 2024 at 2:00pm at Digby Hall, Sherborne DT9 3AB

Freehold

Investment opportunity: One two-bedroom apartment and one three-bedroom apartment, both in need of modernisation, together with the freehold of the entire block of 9 apartments, situated in an elevated position close to the town centre with some views to the sea.

**Symonds
& Sampson**

ESTABLISHED 1858

Flats 3 and 8 with the Freehold of Briarswood

St. Leonards Road, Weymouth, Dorset DT4 8RE

For sale by Auction Thursday 22 February 2024

Please visit our website to download the legal documents or register to bid.

An excellent investment opportunity
A 3 bedroom apartment and a 2 bedroom apartment
Both in need of refurbishment
Well-proportioned accommodation
Flat 8 enjoying views to the sea
Less than 0.3 miles to the town centre
Mainline station just under 1 mile
Includes the freehold of the block (9 apartments)
Flats 3 and 8 Council Tax Band A

Accommodation

Please see floor plan

Viewing strictly by appointment through
Symonds & Sampson Poundbury office
01305 251154





The Property

An opportunity to purchase two vacant apartments for refurbishment and the freehold of a block of 9 flats in an excellent location close to the town centre.

Flat 3 Briarswood is situated on the ground floor and comprises entrance hall, sitting/dining room, 2 bedrooms, and a bathroom. Flat 8 is located on the first floor and provides entrance lobby, sitting/dining room, 3 bedrooms, bathroom, and separate WC. The apartment benefits from a balcony and views over the town to the sea.

The sale will include the freehold of the entire Briarswood block which comprises 9 flats over 4 floors and a communal garden. The remaining 7 flats are sold off on 125 year leases:

- Flat 1: 125 years from 8 April 1983
- Flat 2: 125 years from 2 August 2022
- Flat 4: 125 years from 10 March 2023
- Flat 5: 125 years from 4 January 1985
- Flat 6: 125 years from 8 March 1985
- Flat 7: 125 years from 14 October 1996
- Flat 9: 125 years from 30 October 1989

Please refer to the legal pack for the leases and further information with regards to ground rent, service and maintenance charges.

Situation

Briarswood is situated on St. Leonards Road, a residential road that leads towards Weymouth Harbour (0.4 miles on foot). The town centre with a range of shops, bars, and eateries is also 0.4 miles on foot. Weymouth's famous sandy beach and attractions are just over a mile on foot. A mainline station with direct services to London Waterloo and the West Country is about 1 mile.

What3words ///loves.videos.paddlers

Services

All main services are connected.

Local Authority

Dorset Council - Council Tax Band A (Flats 3 and 8)

Solicitors

Capsticks Solicitors LLP
Winchester SO23 8SR
01962 678395/daisy.girvin@capsticks.com

Agents Note

Please refer to the 'What to expect from a Corporate Sale' guide attached to these particulars. The sale of the property is subject to restrictive covenants - please refer to the legal pack or contact the agent. The seller will recover their fees from the buyer – please refer to the special conditions of sale in the legal pack.

Auction Conditions of Sale and Notes

For full details please refer to the auction catalogue available online at <https://www.symondsandsampson.co.uk/auctions/property-auctions>

Legal and Information Pack

A full legal pack can be purchased online. Please telephone the office below to check availability.

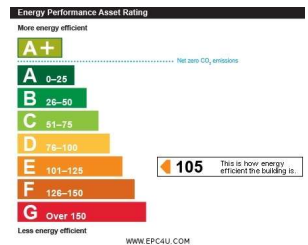
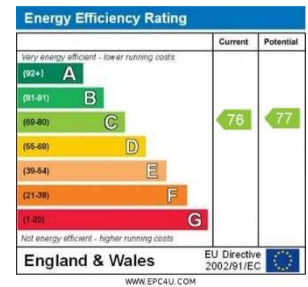
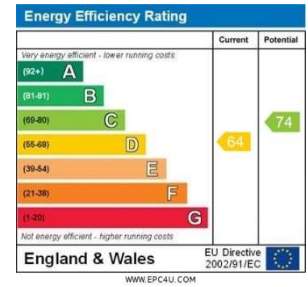
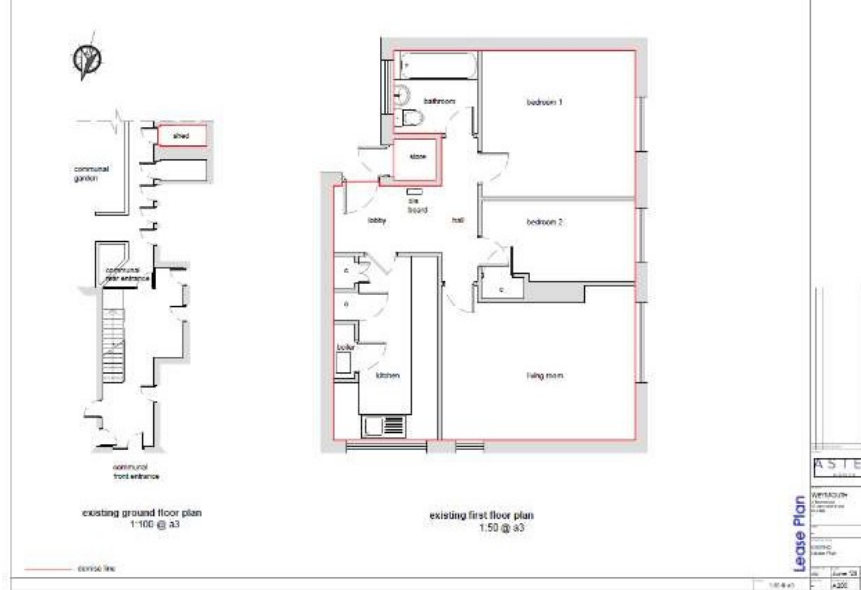
We strongly recommend you instruct a solicitor to inspect the legal pack on your behalf.

* Guides are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. Each property will be offered subject to a Reserve (a figure below which the Auctioneer cannot sell the property during the auction). 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. The 'Reserve Price' may exceed the 'Guide Price' listed. If so, it is customary for the 'Reserve Price' to exceed the guide price by no more than 10%.

Additional Fees

- The successful purchaser will be required to pay the Auctioneers a Purchaser's Administration Fee of £1200 (£1000 plus VAT) payable to Symonds & Sampson. For purchases of £50,000 or less the Administration fee will be £900 (£750 plus VAT). If two or more lots are offered together in the first instance, or lots are purchased under one contract, the administration fee will apply per lot and not per contract. The charge will apply to lots bought prior to and post auction.
- In the event of non-payment or underpayment a deduction will be made from the deposit received. A VAT receipt will be issued in the name of the buyer.
- Disbursements – Please see the legal pack for any disbursements listed that may become payable by the purchaser.

MHS/10/01/2023



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IMPORTANT NOTICE: Symonds & Sampson LLP and their Clients give notice that:

1. They have no authority to make or give any representations or warranties in relation to the property. These particulars do not form part of any offer or contract and must not be relied upon as statements or representations of fact. 2. Any areas, measurements or distances are approximate. The text, photographs and plans are for guidance only and are not necessarily comprehensive. It should not be assumed that the property has all necessary Planning, Building Regulation or other consents, and Symonds & Sampson have not tested any services, equipment, or facilities.



Auction Notes

Prospective buyers are strongly advised to take note of the advice and information given in these important notes.

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3. This catalogue contains details about properties being sold at auction. The vendors reserve the right to sell their properties prior to auction and these details can be subject to change up to and including the day of the auction. Please check our website regularly at: www.symondsandsampson.co.uk and look out for any additional materials available on the day of the auction, in order to ensure you have all the up to date information.

Plans and Measurements

All room sizes, site measurements and distances are approximate and may have been scaled from architects, Land Registry or Ordnance Survey plans. They are there to assist buyers in identifying the lots offered and not guaranteed to be to scale or to indicate the full extent of the property being offered. Buyers are advised to view the Special Conditions and full legal documentation in respect of the precise interest to be sold.

Each lot will be sold in accordance with the title documentation as the location plans shown in the catalogue are for identification purposes only. Interested applicants should make their own site inspections and investigations with regard to the accuracy of all measurements given in the catalogue.

VAT

Prospective buyers should satisfy themselves as to whether VAT is chargeable on the price prior to the auction from the seller's solicitors.

Tenure

Freehold and vacant possession will be given on completion unless otherwise stated.

The Guide Price

is an indication of the seller's current minimum acceptable price at auction. It 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. A guide price is different to a reserve price (see below). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

The Reserve Price

is 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. The 'Reserve Price' may exceed the 'Guide Price' listed. If so, it is customary for the 'Reserve Price' to exceed the guide price by no more than 10%.

Purchaser's Administration Fee

The successful purchaser will be required to pay to the Auctioneers a Purchaser's Administration Fee of £1,200 (including VAT) payable to Symonds & Sampson. For purchases of £50,000 or less the Administration fee will be £900 (£750 plus VAT). If two or more lots are offered together in the first instance, or lots are purchased under one contract, the administration fee will apply per lot and not per contract. The charge will apply to lots bought prior to and post auction. In the event of non-payment or underpayment a deduction will be made from the deposit received. A VAT receipt will be issued in the name of the buyer.

Disbursements

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

Viewings

Should you wish to inspect a lot please arrange for an appointment with the Auctioneers. Prospective buyers view all lots entirely at their own risk and neither the Auctioneers, or the Sellers take responsibility for any damage or injury, however caused. It is advisable to wear appropriate footwear and clothing as some buildings, particularly those for refurbishment, may have uneven floors or missing floorboards. It may, in some cases, be advisable to bring a torch as electricity is not serviceable for safety reasons. We do not guarantee to attend viewings where appointments have not been confirmed.

Professional Advice

We strongly recommend that all prospective buyers take independent legal and where appropriate other professional advice.

Legal Documents

All legal documents supplied to us, including Special Conditions of Sale, title details, leases, searches, planning permissions and plans, will be available for inspection prior to the auction. The legal documents can be downloaded from symondsandsampson.co.uk/auctions/future-property-auctions at a cost of £12–£24 including VAT.

Contract

The Contract will be subject to the Particulars, General and Special Conditions of Sale, stipulations and notes which may be issued before the sale.

Insurance

You may need to insure the property at the fall of the hammer. Please check the legal pack or with the seller's solicitor.

Identification

In compliance with Money Laundering Regulations all successful bidders are required to provide verified photographic identification and evidence of residency for all named buyers when signing the Sale Memorandum.

Deposit

Deposits of 10% of the purchase price (or £2,000, whichever is the greater) are payable on the fall of the hammer. Deposits can be paid by cheque which, unless otherwise stated, should be made payable to the Solicitor for the Seller or by debit card. Please ensure that you have adequate funds in the appropriate account. Cash is not accepted. Please be aware that you may be required to provide evidence of the source of funds to the solicitor upon purchase.

Conditions of Sale

All Lots are sold subject to the Common Auction Conditions, the General Conditions of Sale for Online Unconditional (Immediate Exchange) Property Auction and all Legal Documentation.

Registration of Interest

Prospective buyers are strongly advised to register their interest in specific lots. If you do this, we will make every reasonable effort to inform you of any changes.

Withdrawals and Sales Prior

There is always the possibility of last minute withdrawals or sales prior. Please ensure you have registered your interest and we will endeavor to contact you if the lot is withdrawn or likely to be sold prior to the auction.

Registering to bid

Whether you wish to bid online, by telephone, by proxy or in the room, please register online via the link on our website www.symondsandsampson.co.uk/auctions/property-auctions or you can complete the form at the back of this catalogue and send via email to auctions@symondsandsampson.co.uk. You will be required to provide copies of proof of identification and proof of address as part of the registration process and will not be authorised to bid without these.

Telephone bidding

We have a limited number of telephone bidding facilities available on most lots, but we must have completed paperwork at least 24 hours before the auction day. We cannot guarantee that every request to bid by telephone will be possible.

Proxy Bidding

We strongly recommend registering to bid online but when this is not possible, you may make a proxy bid authorising the Auctioneer to bid on your behalf up to a pre-set limit. This must be **by prior arrangement at no later than 24 hours prior to the auction**. Bidding forms must be received not less than 24 hours prior to the start of the auction to ensure that there is time for the bid to be processed. **We cannot guarantee to process bidding forms which are received later than 24 hours before or on the morning of the auction.**

Auction Terms and Conditions

- 1.**Intending purchasers must complete bidder registration via Essential Information Group Auction Passport or fill in the appropriate bidding form ensuring that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective or result in your registration not being approved. Copies of all relevant bidder's/purchaser's identification must be provided prior to the start of the auction. No responsibility is taken by the auctioneers for unprocessed registrations received later than 24 hours prior to the auction.
- 2.**Maximum bids for proxy or telephone bidders must be for an exact figure, rounded to the nearest £1,000, 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 bidder.
- 3.**All bidders registered via Auction Passport must authorise a £10,000 security hold on a debit card as part of the registration. Those submitting bidding forms will be required to provide card details for security. If you are successful, the £10,000 hold will be deducted from your account and put towards the 10% deposit. If you are unsuccessful, the hold on your card will usually be removed within 5 working days. When the 10% deposit is taken, you will also be required to pay a Buyer's Administration Fee of £1,200 (£1,000 + VAT). In some cases, this figure may be higher and if so, will be stated in the addendum. For lots with a purchase price below £50,000, the Buyer's Administration Fee will be £900 (£750+VAT). Payments can be made either by BACS or debit card and must be made on the day of the auction. The Buyer's Administration Fee is payable on all lots sold at auction, prior to the auction, or post-auction. If the successful bidder fails to provide the required deposit and buyers administration charge, then Symonds & Sampson LLP and/or their seller reserves its rights to pursue the winning bidder via all legal means necessary for the deposit and the buyer's administration charge and any associated losses and interest as applicable.
- 4.**The auctioneer, in accepting remote bids, acts as agent for the prospective bidder/purchaser who shall be considered to have authorised the auctioneer on the basis of all relevant conditions of sale and any amendments to the auction particulars. In the event of the prospective purchaser's bid being successful, the auctioneer or any duly authorised partner or employee of Symonds & Sampson LLP is authorised by the bidder and purchaser to sign any Memorandum of Sale or Sale Contract relating to the property concerned incorporating any addendum.
- 5.**The auctioneer accepts no liability for any bid not being made on behalf of the prospective purchaser and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 6.**In the event that: (a) two or more parties consider for whatever reason that they are the highest bidder; (b) there is a dispute as to which bidder is the highest bidder; (c) there is any other dispute as between any bidders and/or as between the auctioneer and any bidders; or (d) the auctioneer considers that there is a disputed bid; the auctioneer at their sole discretion have the right to declare a "Bidding Dispute" at any time during the auction. In the event of a bidding dispute, the auctioneer reserves the right to re-offer the lot on the terms they consider to be reasonable. The auctioneer shall accept no liability whatsoever if the underbidder is unable to make an increased bid. The auctioneer's decision on the conduct and outcome of the auction is final.
- 7.**In the event that another bidder makes a bid equal to the maximum bid the remote bidder is prepared to make, the auctioneer reserves the right to accept either bid at their own discretion. The auctioneer's decision is final.
- 8.**The auctioneer accepts no responsibility for failure of telecommunications or internet connections in respect of a telephone or internet bid, or any delays in the postal system if a bidding form is sent through the post.
- 9.**Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions. The auctioneer will accept no liability whatsoever for any prospective bidder's failure to carry out these checks.
- 10.**The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer as a result of: Lack of clarity of instructions, error, lack of clarity or confusion regarding the bidding process or the bidder's registration or the deposit, prospective buyers becoming disconnected during bidding or are unobtainable, interruption or suspension of telephone or internet services or for any other reason whatsoever beyond the control of the auctioneer.
- 11.**Successful proxy bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale. Any alteration to the submitted bid or withdrawal must be received and confirmed in writing by the auctioneer prior to commencement of the auction. Proxy bidders are advised to telephone the Auctioneer's offices 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. If we receive two proxy bids at the same level, both bidders will be notified and given the opportunity to adjust their bid.
- 12.**All bidders are deemed to be making their bid with full knowledge of and in accordance with the RICS Common Auction Conditions (4th Edition), Extra Conditions, Special Conditions of Sale, Addendum, Important Notice for Prospective Buyers in the catalogue and the contents of the Legal Pack. In particular, bidders are deemed to have carefully checked the Special Conditions of Sale for any additional costs and fees payable to the seller that may be detailed therein.
- 13.**All successful remote bidders will be required either to provide certified proof of identity or visit a Symonds & Sampson office with hard copies together with details of the source of their funds within 48 hours of the auction. By registering to bid, you agree to comply with our requests to verify your identity, and to answer any follow up questions that may be raised in due course, as and when necessary. We are obliged to identify buyers, bidders and payers in accordance with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended). We are likely to request from you and retain some information and documentation for these purposes and/or make searches of appropriate databases electronically (including verification through third party data providers). For the avoidance of doubt, searches may also be conducted on individuals, directors, and shareholders of these entities as is required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed. Failure to satisfy our requirements can also result in a termination of the acquisition of the property. Please be aware that we may share the information and documentation you provide for this purpose with the vendor, the vendor's solicitors, agents or other authorised representatives of the vendor in order to facilitate the transaction.
- 14.**The auction will be recorded and the phone lines for telephone bidders are likely to be recorded to avoid any doubts or disputes.
- 15.**By registering to bid you are agreeing to these Terms & Conditions and understand that should your bid be successful the offer will be binding, and you will be legally bound jointly and separately with the intended Buyer (where the Buyer is different) by the applicable Conditions of Sale.

What to expect from a Corporate Sale

When raising enquiries

The seller will not have occupied the property and will therefore not be able to answer the usual enquiries. There will not be a fixtures and fittings form and the property is sold as seen.

Buyers will be expected to satisfy themselves with the condition of the property, based upon their own inspections and surveys.

The sellers Solicitor will provide all documentation they hold at the point that the draft Contract pack is issued to your Solicitor.

There will be certain items, such as FENSA Certificates, historic gas or electric Safety Certificates etc that you may request. However, the seller will often not hold these items. You may ask the sellers Solicitor to obtain copies, but they may respond by advising that they will not be sourcing them.

Legal Title

The seller will provide Limited Title Guarantee only as the property has been occupied by a tenant of the seller and not directly occupied by the seller. Please raise this with your Solicitor if this is an issue and it can be reviewed on a case-by-case basis.

Estate Charges

The property is likely to be on an estate that is privately owned and managed by the seller. The proper management of that estate involves financial outlay by the seller for:

- Repair and maintenance of communal areas such as grass verges, tree works, footpaths and hard standing
- Insuring property owner's public and third-party liability
- Complying with government legislation
- Outgoings (such as sewerage, rates and taxes)

You may be required to contribute a fair and reasonable proportion towards this expenditure, by way of a variable service charge which is calculated on an annual basis. Charges will likely be in the region of £20 to £100 annually but will vary with the amount of managed areas on the estate.

Restrictive Covenants

In order to preserve the overall look of the estate of which the property forms part, the seller limits your use of the property to residential use and requires you to ask for permission from the seller before carrying out any development at the property, such as an extension or loft conversion. These will only likely be refused if they impact upon other occupants in the area or change the use of the property from a single private dwelling. Restrictive covenant consent, including verbal consent or hypothetical consent, will not be provided prior to completion. Please do not attempt to contact the seller independently regarding this point.

Please see pages 3 and 4 below, which set out our Restrictive Covenant Process in more detail.

Chattels and Temporary Structures

The property will likely be cleared prior to completion, including any chattels, sheds, greenhouses or temporary structures.

Parking

Unless there is clear off-road parking obviously within the boundary of the property, there will be no parking included and parking may be on street only.

Keys and key safe

The key safe is the property of the seller until it can be removed and collected. The seller will try to collect the key safe before completion, but this will not always be possible. Upon completion of your purchase, you will be handed 1 key to enter the property. All remaining keys in the seller's possession will be in the property; if you require more keys you will need to get these cuts or arrange a lock change.

Post-Completion Restrictive Covenant Process

AFTER completion of your property purchase, the process is as follows:

1. Once you have indicated to the Seller that you wish to obtain consent under a restrictive covenant, we require confirmation of the request from you on the appropriate application form, including the reason you wish to make the changes, as well as a plan of any proposed work (including measurements). You must also include a cheque for £360 (£300 + VAT) payable to the Seller, being the administration fee required to enable us to progress your application. We may be able to process multiple applications for one fee; please do enquire before submitting your application.
2. Once we have received the administration fee from you, we will investigate the matter; often this will include a site visit, and consultation with all interested parties.
3. Items that we are likely to approve upon application without further investigation, providing the property is not within a conservation area, and providing the works do not affect neighbouring properties or rights of way are:
 - Painting or replacing doors, windows and guttering.
 - Bricking-up non-standard construction properties subject to normal planning constraints.
 - The erection of a porch that falls within permitted development.
 - Dropping kerbs, subject to normal consents.
 - The erection of a conservatory that falls within permitted development.
 - The addition of a standard garden shed, greenhouse or other temporary structure that does not require planning consent.
 - Other works that are required for property maintenance or upkeep will not be refused provided they do not affect the exterior aesthetics of the property or interfere with neighbouring properties or rights of way.

4. Please note if you require planning consent for your proposed works, you should apply to us only after planning consent has been granted. Please quote the Planning Application Reference on the application form. This will enable us to access the approved plans.

5. If your application involves any party wall or boundary shared with a property we own, we will require you to follow normal party wall procedures. For further information on this, please refer to: <https://www.gov.uk/party-walls-building-works/overview>

6. We will consider how your proposed changes may affect us and our retained properties. We may issue conditional consent for the changes, requiring a satisfactory report by our surveyors before final approval is given. You will be required to pass on a copy of the final approval to the new owners of the property should you wish to sell or transfer the property in the future.

7. In other cases, a cost may be payable by you to us for the consent/release of the restrictive covenant. Current legislation requires that a restrictive covenant valuation is carried out by an independent RICS qualified valuer. You will be liable for the valuation fee and for any legal fees or other expenses incurred by the seller.

8. We will provide you with fee quotes for our Solicitor's costs and the valuation fee. You must confirm in writing that you accept the fees, and we will ask you to send a cheque for the valuation fee made payable to the valuer but sent to the seller in the first instance.

9. When we receive the cheque for the valuation fee, we will instruct the independent valuer to perform a valuation for the consent/release of the restrictive covenant. Once the valuation has taken place, we will confirm the valuation figure in writing to you.

10. When you have been informed of the valuation figure you will need to decide whether you wish to proceed. Please be advised that the matter must complete within three months of the date of valuation, or a further valuation will be required. If you decide to proceed with the consent/release of the restrictive covenant at the valuation figure, you will need to instruct an independent Solicitor who will act on your behalf to provide an undertaking to cover the Seller's legal costs, VAT and disbursements, whether or not the matter proceeds to completion. We will ask you for your Solicitor's details at this point.

11. Once the required undertaking for the legal fees is received from your Solicitor, draft documents will be forwarded to them for approval, following which engrossments will be produced for signing and sealing by both parties and you will arrange for payment of the costs to us.

We hope you find this information helpful.



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