

10.06.15

**ON THE INSTRUCTIONS OF: The Trustees of The Haytor Vale Women's Institute,
Haytor Vale, Newton Abbot.**

THE HAYTOR VALE W.I. HUT,

Haytor Vale,

Newton Abbot. TQ13 9XR

**A Timber Meeting Room built in 1934 for The Haytor Vale Women's
Institute who have met there since that date on a regular basis.**

**FOR SALE BY AUCTION
On Tuesday 16th June 2015
At 3.00 pm**



**The Jolly Farmer, Market Street, Newton Abbot,
Devon TQ12 2RB**

Auctioneers:

Rendells, 13 Market Street, Newton Abbot, Devon, TQ12 2RL

Tel: 01626 353881 Fax: 01626 365030

E-mail: newtonabbot@rendells.co.uk

Solicitors:

Wollen Michelmores, 15-21 Market Street, Newton Abbot,

Devon TQ12 2RN Tel: 01626 332266

E-mail: jonathan.wharmby@wollenmichelmores.co.uk

General remarks and Stipulations

The Haytor Vale W.I. Hut, Haytor Vale, Newton Abbot TQ13 9XR

A detached timber frame meeting room built by the Newton Abbot firm of Kennards in 1934. Beneath a composition slate roof with timber clad external walls and Timber casement windows with some uPVC double glazed windows in the Kitchen.

The Haytor Vale W.I. Hut as it is locally known has been in constant use since that time and has been well cared for and maintained to a good standard and has undergone various alterations and was extended and a new kitchen fitted some years ago.

While this work was being undertaken the original roof tiles were removed and replaced with new composition cement fibre slates.

The Hut offers an ideal opportunity for groups looking for a local base standing as it does within The Dartmoor National Park on the edge of Haytor Vale and within easy walking distance of the open moor and about 2 miles from the thriving town of Bovey Tracey that offers a wide range of shops together with a bank and professional services.

Haytor Vale has its own Public House "The Rock Inn" and "The Tor Garage" and there are further facilities a short distance away in the Village of Ilsington which has a Primary school, Shop, village Hall, public house "The Carpenters Arms" and a Church. The village hall is the centre of the village with various groups meeting there on a regular basis.

The A38 Devon Express Way is about 4 miles from the property making it easy to connect to the M5 for groups travelling from further afield.

The Accommodation Comprises:

Entrance Lobby area 12'10" x 9'9"

with 2 separate toilets leading off with low level W.Cs and a hand basin in each.

Glazed double doors open from the lobby to the:

Hall 19'2" x 31'0" with 6 timber casement single glazed windows, pine flooring and a walk in L shape store cupboard 8'4" x 5'6" overall

From the Hall there is a door to:

Kitchen 16'3" x 8'0" fitted with a range of modern units with wipe clean work tops and a double drainer stainless steel sink unit that has an electric over sink water heater.

Wall storage cupboards to match the base units. 2 uPVC double glazed windows and 1 timber framed single glazed casement window. The Electric meters are mounted on the wall inside the door.

Floor area 970 square feet in total

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Outside

There is a lawned garden to the front of the property with a paved pathway, shrubs and bushes also there is a garden to the rear with a timber shed, lawn flower beds and bushes.

The site is about 0.11 Acres

Tenure: The property is Freehold and offered for sale with vacant possession with completion on the 15th of July 2015.

Title Plan: The title plan is attached to these particulars,

Utilities

Electricity

Western Power, Avon Bank, Feeder Road, Bristol. BS2 0TB. 0117 933 2000

Water

South West Water, PO Box 4762, Worthing, BN11 9N

Services

Mains Electricity is connected to the property.

Mains Water. is connected to the property

Drainage. Main drainage is connected to the property

Rateable Value £910

Local Authority

Dartmoor National Park Authority, Parke, Bovey Tracey, Newton Abbot, Devon.TQ13 9JQ

Sale The Auctioneers and the vendors reserve the right to alter the description and sell the property by Private Treaty before the auction.

The Solicitors Pack for the auction can be emailed to you by contacting 01626 353881 Reference RB or a hard copy is available to purchase at £12.00 to include V.A.T

Planning :A letter from Dartmoor National Park Planning department is attached to these details.

Directions:

From The A38 travelling South from Exeter at the Drumbridges Roundabout take the third exit signposted Liverton follow this road which is the old A38 follow for about $\frac{3}{4}$ of a mile and turn right for Liverton and Ilsington follow through Liverton passing the Star Inn on your way and continue on to Ilsington continue uphill passing The Tor Garage on your left just after Smokey Cross and after a short distance the road forks left and right follow the right fork signposted Haytor Vale and The Haytor Vale W.I. Hut will be seen beside the telephone exchange on your left.

VIEWING:

Strictly by appointment with the auctioneers on 01626 353881 or 01803 863888.

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As seen from the rear



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The Kitchen



The Hall

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AWAITING EPC

Consumer Protection from Unfair Trading Regulations 2008

1) These particulars are set out for the interested parties and purchasers as a guideline only. They are intended to give a fair description but not to constitute an offer or contract. 2) All descriptions, dimensions, distances, orientations and other statements/facts are given in good faith but should not be relied upon as being a statement or representation of facts. 3) Nothing in these particulars shall be deemed to be a statement that the property is in good condition or otherwise nor that any services are in good working order. The agent has not tested any apparatus, equipment, fixtures and fittings or services and so cannot verify that they are in working order or fit for their purpose. Interested applicants are advised to make their own enquiries and investigations before finalising their offer to purchase. 4) The photographs appearing in these sales brochures show only certain parts and aspects of the property at the time the photographs were taken. Aspects may have been changed since the photographs were taken and it should not be assumed that the property remains precisely as displayed in the photographs. Items shown in photographs are not included unless specifically mentioned within the sales particulars. They may however be available by separate negotiation. 5) Any area measurements or distances referred to herein are approximate only. 6) Where there is reference in these particulars to the fact that alterations have been carried out, or that a particular use is made of any part of the property, this is not intended to be a statement that any necessary planning, building regulations or other consents have been obtained and these matters must be verified by any intending purchaser. 7) Descriptions of a property are inevitably subjective and the descriptions contained herein are used in good faith as an opinion and not by way of statement of fact. If there are any points of particular importance that need clarifying before viewing please do not hesitate to contact this office. 8) References to the tenure of a property are based on information supplied by the seller. The agent has not had sight of the title documents. A buyer is advised to obtain verification from a solicitor and before finalising their offer should make their own enquiries and investigations. Buyers should check the availability of any

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property and make an appointment to view before embarking on any journey to see a property

DATA PROTECTION ACT 1998

Please note that all personal information provided by customers wishing to receive information and/or services from the estate agent will be processed by the estate agent for the purpose of providing services associated with the business of an estate agent and for the additional purposes set out in the privacy policy (copies available on request

CONDITIONS OF SALE

**in respect of sale by auction of
The Haytor Vale W.I. Hut. Haytor Vale, Newton Abbot, Devon TQ13 9XR**

On

Tuesday 16th June 2015 at 3.00 p.m.

At The Jolly Farmer, Market Street, Newton Abbot

GENERAL CONDITIONS OF SALE

Note: These General Conditions of Sale should be read with the Auctioneers' Particulars of

Sale and with the Standard Conditions of Sale annexed hereto

1. Definition and Interpretation

In these Special Conditions of Sale and Standard Conditions of Sale unless the context otherwise requires the following expressions shall have the following meanings assigned to them:

- “the Auctioneers” mean Messrs Rendells of 13 Market Street Newton Abbot
- “the Particulars” mean the Particulars of Sale prepared by the Auctioneers. In respect of the above auction
- “the General Conditions” mean the General Conditions of Sale
- “the Special Conditions” mean the attached Special Conditions of Sale
- “the Memorandum” means the Memorandum annexed to the Special Conditions
- “the Property” means the property The Haytor Vale W.I. Hut, Haytor Vale, Newton Abbot, Devon TQ13 9XR
- “the Auction” means the auction to be held on Tuesday.16th June 2015 at 3.00pm at the Jolly Farmer, Market Street, Newton Abbot
- “the Seller” The Official Custodian for Charities
- “the Seller’s Solicitors” means Wollen Michelmore, 15-21 Market Street, Newton Abbot, Devon TQ12 2RN (ref JCW)
- “the Buyer” means the person who submits the highest bid accepted by the Auctioneers in respect of the Property
- “the Buyer’s Solicitors” means the person or firm named as such in the Memorandum annexed to these Special Conditions

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“the Purchase Price”	means the amount of the successful bid
“the Completion Date”	Provided the Buyer is not a connected person (as defined by section 118 of the Charities Act 2011) means the Tuesday 15 th of July 2015 or earlier by agreement. If the Buyer is a connected person then completion shall take place no later than 10 days after an order of the Charity Commissioners has been obtained authorising the sale.
“the Interest Rate”	means 5% over the base rate of Lloyds TSB Bank Plc from time
	to time
“the Standard Conditions”	means the Standard Conditions of Sale (5th Edition)
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
“Interpretation of Special Conditions and Standard Conditions”	Words importing one gender shall be construed as importing any gender Words importing the singular shall be construed as importing the plural and vice versa Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities Clause heading do not form a part of these conditions and shall not be taken into account in its construction or interpretation

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2. General and Special Conditions of Sale

2.1 the Property is sold subject to the General Conditions and the Special Conditions

2.2 In the event of any conflict between the General Conditions and the Special Conditions then these Special Conditions shall prevail

3. Memorandum

The Buyer shall at the close of the sale sign the Memorandum in the form annexed to the Conditions. Time shall be of the essence as to the signature of the Memorandum, the payment of the deposit, and the honouring of any cheque and, if such conditions are not satisfied, the Property may fall to be re-sold and any person whose bid has been accepted shall, notwithstanding that the agreement thereby made shall otherwise be at an end, indemnify the Seller against any losses damages and expenses arising out of the transaction not proceeding to completion

4. Deposit

4.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneers, Rendells, who shall hold the money as stakeholders for the Sellers. The money will be held in Rendells Clients Deposit Account at Lloyds TSB, 41 Courtenay Street, Newton Abbot TQ12 2QW, South Devon.

4.2 The deposit may be paid by such method as the Auctioneers shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneers may reasonably require of his identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured

4.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-

4.3.1 of rescinding the sale or

4.3.2 or affirming the sale

and if the Seller affirms the sale either

4.3.2.1 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment and for any losses damages and expenses suffered by the Seller and flowing from the breach of contract by the Buyer or

4.3.2.2 the Seller may seek specific performance of the sale

5. Completion

5.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct

5.2 In the event that the actual completion shall take place after 12 noon on a Working Day then for the purposes of making apportionments (if any) the date of actual completion shall be deemed to be the next Working Day

5.3 The Seller shall not be required to transfer the whole or any part or parts to any person or body other than the Buyer who signs the Memorandum

5.4 Payment of the balance of the purchase price is to be made in pounds sterling and only by way of direct transfer to the sellers Solicitors account

6. Notice to Complete

6.1 The Seller or Buyer may on or after the Completion Date give the other Notice to Complete within ten business days excluding the date on which the notice is given making time of the essence

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- (a) The person giving the notice must be ready to complete
- (b) If the Buyer fails to comply with the Notice to Complete the Seller may, without affecting any other remedy the Seller has,
 - (i) rescind the Contract
 - (ii) claim the deposit
 - (iii) forfeit the deposit
 - (iv) re-sell the Lot and
 - (v) claim damages from the Buyer
- (c) If the Seller fails to comply with a Notice to Complete the Buyer may, without affecting any other remedy the Buyer has,
 - (i) rescind the Contract and
 - (ii) recover the deposit from the Seller or, if applicable, a stakeholder

6.2 If the Contract is rescinded or otherwise brought to an end

- (a) The Buyer must return all papers to the Seller and appoint the Seller as its agent to cancel any registration of the Contract
- (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 the above condition 6.1 (c)

7. Capacity and Covenants of Title

7.1 The Seller sells with limited title guarantee

7.2 The property agreed to be sold is held by The Official Custodian for Charities on trust for The Haytor Vale W.I (registered charity No 267161) a non exempt charity and this agreement is not one falling within paras a), b), c) or d) of Section 117(3) of the Charities Act 2011 so that the restrictions imposed by sections 117 -121 of that Act apply to the land.

8. Possession

The Property is sold with vacant possession on completion.

9. The Title

The Property is sold subject to and with the benefit of all matters contained, mentioned or referred to in the 2015 Epitome of Title, a copy of which is annexed hereto.

10 Encumbrances

10.1 The Property is sold subject to all matters referred to in these Conditions

10.2 Whether or not the Buyer shall have inspected any of the documents referred to in these conditions, the 2015 Epitome of Title and the Special Conditions relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them notwithstanding any partial incomplete or inaccurate statement in those Conditions

10.3 The Buyer accepts the title of the Seller to the Lot as at the Contract date and they raise neither requisitions nor objections except in relation to any matters following the Contract date

10.4 Unless otherwise stated in the Special Conditions the Seller sells with Full Title Guarantee except that

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i) All matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the Buyer and

ii) An implied Covenant as to compliance with the Tenants obligations under leases does not extend to the state or condition of the Lot where the Lot is Leasehold Property.

10.5 The Transfer is to have effect as if expressly subject to all matters subject to which the Lot is sold under the Contract

10.6 The Form of Transfer shall be that of the annexed draft

10.7 If the Seller remains liable in any respect in relation to the Lot following completion the Buyer is specifically to covenant in the transfer to indemnify the Seller against that liability

11. Other matters affecting the Property

The Property is sold subject to:-

11.1 all local land charges whether registered or not before the date of the Memorandum and all matters capable of registration as local land charges whether or not actually so registered and matters that ought to be disclosed by the searches and enquiries made by a prudent buyer whether or not the buyer has made them

11.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the Memorandum

11.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning

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11.4 all rights including rights of way (whether public or private) light support drainage water and electricity supplies and other rights and obligations easements and quasi-easements and all existing proposed wayleaves for masts pylons stays cables drains water and other pipes and all other matters affecting the Property whether or not the same are apparent

11.5 Matters registered or capable of registration by any competent authority or under the provisions of any statute

11.6 Outgoings and other liabilities

11.7 Anything that is an overriding interest within the meaning of the Land Registration Act 2002

12. Disclaimer

12.1 A copy of the Particulars the General Conditions and the Special Conditions relating to the Property having been available for inspection at the offices of the Seller's Solicitors and the Auctioneers for not less than 14 days prior to the date of the Auction the Buyer shall be deemed to purchase with full knowledge thereof whether the same shall have been inspected by the Buyer or his Solicitors and the Buyer shall not be entitled to raise any enquiries or requisitions in respect of thereof

12.2 The Property is believed and shall be taken to be correctly described in the Particulars,

the General and the Special Conditions but any incorrect statement error or omission which may be discovered in the description thereof the Auctioneers general remarks, the Plans, or in the documents of title, shall not annul the sale and nor shall the Buyer claim or be entitled to any compensation in respect thereof, provided that such error or omission does not materially affect the market value of the Property

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- 12.3 The Property is sold in its present state of repair and condition and the Buyer shall be deemed to have full notice and knowledge thereof and shall make no requisition or objection in respect thereof
- 12.4 The Buyer acknowledges that, having inspected the Property, he enters into the purchase or any agreement collateral thereto on the basis of his own inspection and enquiries of the relevant authorities and on the Seller's Solicitors written replies to his own or his Solicitor's enquiries and not on reliance upon any other express or implied representation, whether made orally or in writing, by or on behalf of the Seller
- 12.5 The Buyer shall not object or raise a requisition to any minor discrepancy between the size of the Property as given in the Particulars, the General and the Special Conditions and as evidenced by the title deeds or between the plans annexed to the title deeds; in each case the latter shall prevail. In the event of any variation or inconsistency between the Particulars, the General and the Special Conditions, the latter shall apply.
- 12.6 The Buyer is not relying on the information contained in the particulars or in any replies to the preliminary enquiries but on the Buyers own verification of that information.

13. Incorporation of the Standard Conditions

The Standard Conditions shall apply to these Conditions so far as they are applicable to a sale by auction and are not varied by nor inconsistent with the terms of these Conditions including the Special Conditions

14. The Conditions of Bidding

- 13.1 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneers or other person appointed by them to bid up the reserve price

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13.2 The Auctioneers reserve the right to regulate the bidding and the right (without giving any reason) in their sole discretion to refuse to accept a bid

The Auctioneer's decision shall be final should any dispute arise as to the conduct of the auction

15. Searches

The Buyer shall on completion reimburse the Seller in the sum of £517.89 being the cost of the searches provided within the auction pack

16. Merger on completion

The provisions of the General and the Special Conditions shall not merge on completion of the sale of the Property to the Buyer so far as they remain to be performed

17. Law of Property (Miscellaneous) Act 1994

17.1 For the purposes of Section 6.2.a of the said Act all matters recorded at the date of the Memorandum in Registers open to public inspection are to be considered within the actual knowledge of the Buyer

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MEMORANDUM

I/WE of

We hereby agree to pay the remainder of the purchase price and complete the purchase in accordance with the annexed special Conditions of Sale

DO HEREBY ACKNOWLEDGE that I/We have this day agreed to purchase from

The Trustees of The Haytor Vale, W.I.

the Property at the price of Pounds

(£) subject to the annexed Special Conditions of Sale and I/we have paid to

the Auctioneers in accordance with standard Condition 4.1 the sum of

Pounds (£) as a ten per cent

deposit and in part payment of the purchase price and I/

AS WITNESS my/our hands this day of 2015

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Purchase Price	£
Deposit	£
Balance	£

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned

Deposit this day of 2015

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Rendells for and on behalf of

Office Copy entries and results of Local Search to be sent to:-

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Dartmoor National Park Authority
Parke, Bovey Tracey, Newton Abbot, Devon, TQ13 9JQ
Tel: 01626 832090
Fax: 01626 834664
E-mail: np@dartmoor.gov.uk
Web site: www.dartmoor.gov.uk



Ms V Ransom
Yonder Finchings
Ilington
Newton Abbot
TQ13 9RR

Please quote: JBL/0045/15
Direct line: 01626 831018

10 February 2015

Dear Madam

Proposed dwelling at Haytor Vale WI

Thank you for your enquiry regarding the above. I apologise for the delay getting a response to you.

As you will appreciate the provision of new housing within the National Park is strictly controlled and is limited to a very narrow set of circumstances. The site you have indicated does not appear to fall within any established settlement identified by the DNPA Development Management and Delivery Development Plan Document, as such any application would be subject to Policy DMD23 (Residential development outside Local Centres and Rural Settlements). Proposals for housing development in this location would be restricted to that serving the proven needs of agriculture and forestry, or other essential rural business, or through the appropriate conversion of rural buildings to meet identified local needs for affordable housing.

Development for the purpose of providing open market housing is unlikely to receive support.

However, we would be happy to discuss options to retain and reuse the building into the future. I am not aware of the current condition of the building, but we may well be supportive of a continued community use or office.

I hope this is the clarification you require.

Yours sincerely,

Jim Blackwell
Planning Officer (Development Management)
Email: jblackwell@dartmoor-npa.gov.uk