# Property auction catalogue

Monday 14th July, 2025 6.30pm start

DoubleTree by Hilton Hotel Festival Park, Stoke-on-Trent Staffordshire, ST1 5BQ

# Property auctions dates

DoubleTree by Hilton Hotel, Stoke-on-Trent, ST1 5BQ

#### **Auction Dates**

15th September 20th October 1st December

#### **Closing Date For Entries**

1st August 12th September 24th October

#### Freehold & Leasehold Lots offered in conjunction with...



### The region's number 1 property auctioneer butters john bee<sup>bjb</sup>

Leanne Roberts, Auction Administrator & John Hand, Auction Manager

#### butters john bee Traditional Auctioneers with over 150 years' experience of selling Residential & Commercial property and Land.

Auction remains the fastest and most efficient way to buy and sell property in today's dynamic market. With the growing popularity of online bidding, you can now participate from anywhere in the country making the process more accessible than ever. Throughout 2024, our auction success has continued to soar, and we are pushing boundaries even further by working closely with our wider group and sister brands under the Spicerhaart umbrella, expanding our reach and offering greater nationwide coverage.

Whether you're buying or selling, you're in expert hands. Our award-winning Auction Department is supported by a strong network of Residential offices, Area Partners, and dedicated Commercial and Land & New Homes teams. This ensures you receive specialist advice and in-depth local knowledge from property professionals who truly understand the market.

**One Stop Lot Shop - Butters John Bee** introduce to **Just Mortgages** for your mortgage and protection requirements. Just Mortgages is a trading name of Just Mortgages Direct Limited which is an appointed representative of The Openwork Partnership, a trading style of Openwork Limited which is authorised and regulated by the Financial Conduct Authority. Just Mortgages Direct Limited Registered Office: Colwyn House, Sheepen Place, Colchester, Essex, C03 3LD. Registered in England No. 2412345.

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

Valunation can help you with your survey needs nationwide, and we can recommend a good local Conveyancer, we also have Residential and Commercial Lettings agencies.

Any queries about buying or selling at auction then contact the team on 0800 090 2200, or email auction@bjbmail.com, and we will be happy to help.

# Proof of identity and address

All prospective bidders must register and provide proof of identity and address to the Auctioneers prior to the start of the sale. Original documents MUST be provided. Photocopies are NOT acceptable.

You will need to register before the auction starts if you are intending to bid, as we are required to verify anyone who offers, bids, or buys at butters john bee auctions.

In each case, for proof of ID we will need one item from List A, (if you cannot produce any of the items on list A, then you must produce two of the items on list B). For proof of address one item from List C (If an item is used from List B for the purposes of identity, the same item may NOT be used for the purposes of proof of address) Failure to produce the correct ID will mean you will NOT be eligible to bid on the night.

There are a few options available to you:

- Go to any of our 17 branches, or head office, with your original paperwork, we will then verify for you free of charge
- The Post Office can verify up to three forms of identification, there is however a charge for this service
- A professional body (solicitor, accountant etc.) can also certify your ID and directly send it on your behalf to auctions@bjbmail.com (please note these parties may make a charge directly to you)
- You can bring the relevant documents to the auction venue between 5.00pm and 6.30pm to register free of charge

If you intend to bid via the Internet, Telephone or Proxy, we will require this information prior to the day of the auction. If we do not receive certified identification, we will be unable to bid on your behalf.

If you are bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on Company letterhead, signed by a company director, prior to signing the contract.

#### List A – proof of ID

- Current valid (signed) full UK Passport.
- Current valid (signed) overseas Passport.
- Current UK Photocard Driving Licence (provisional acceptable).
- Current EU Photocard Driving Licence.
- Current valid EEA Member State ID card.
- Current biometric residence permit issued by UK Border Agency.
- Current Firearms/Shotgun Certificate.

#### List B - proof of ID

- Bank, Building Society or Credit Union Statement dated within the last 3 months (not printed off the internet).
- Benefits or pensions notification letter confirming the right to benefit.
- Blue disabled drivers pass.
- Current UK paper driving licence.
- Local authority tax bill/council tax bill (we can only accept bills dated until the end of June of the year the client contract is signed).
- Medical Card/Certificate.
- National Insurance Card.
- UK Birth Certificate.
- Utility Bill/Utility Statement or Certificate/Letter from a supplier of utilities dated within the last 3 months.

#### List C - proof of address

- Bank Statement (dated in the last three months) may be an e-copy
- Credit Card Statement (dated in the last three months) may be an e-copy
- Council Tax bill (we can only accept bills dated until the end of June of the year the client contract is signed)
- Current mortgage statement (correspondence address and address the mortgage applies to must be the same)
- Current TV licence
- Driving licence showing current address (paper OR card version) (provisional acceptable) (not acceptable if used as ID)
- Homeowner's current home insurance policy schedule
- Home service provider bill, such as broadband or digital TV dated within the last three months
- Letter from the employer on company headed paper, signed and dated within the last three months (an email from a verified company email address is acceptable)
- Recent documentation confirming the applicant will be/is receiving local housing allowance or housing benefit
- Tenancy agreement signed and dated within the last six months {the customer being checked must be a named tenant on the tenancy agreement)
- Utility bill dated within the last three months
- Letter from the NHS writing to confirm the customer is living at the address
- Letter from bank to confirm the customer is living at the property no other bank letter is acceptable

#### The following forms of proof of address are not acceptable:

- 1. HM Revenue & Customs documents 3. Mobile phone bills
- 2. Letters from accountants or solicitors 4. NHS medical card

# Property auction buyer's guide

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction. We have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue.

- Think ahead, butters john bee hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website buttersjohnbee.com
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.

- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We will ask for a deposit 10% of the hammer price (Subject to a minimum of £3,000) once you are the winning bidder, payable on signing the contracts on the day of the auction sale. Your Bank or building Society should be made aware of this. The balance of the monies will normally be due within 20 business days from exchange. In addition a buyers administration fee will be applicable to each lot purchased, as specified in the individual property details (still applicable if purchased Prior or Post auction) Credit cards cannot be used for the 10% deposit payment, we can accept payment via Debit card, BACS or cheque.
- Make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.
- Ensure that you have registered with us before the auction starts, and supplied your two forms of identification. You can do this on the night of the auction, just arrive a bit early to give yourself enough time, or you can go into any of our 17 High Street branches prior to the sale and they will certify you ID free of charge. Original documents MUST be provided, photocopies are NOT acceptable. We will also accept certified ID sent direct from a solicitor or professional body.

- Check that the properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction.
- Keep calm. Our Auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.
- Arrive in plenty of time. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.
- If the lot you're bidding for fails to make its reserve it may be that the vendor will decide to accept your bid later so make sure you leave your details with us.
- Be ready to sign immediately when the hammer falls. We shall have a copy of the contract available soon after the hammer falls.
- Be positive, with the right forward planning and research you will find an auction a speedy and simple way of buying a property.
- This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at buttersjohnbee.com and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

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

# Join the <sup>bjb</sup> hive with our FREE Lettings Switch Service

Call Kyle mellor on 01782 211120 or e-mail kyleMellor@bjbmail.com to find out more.



### **Order of sale**

(unless previously sold or withdrawn, please check the Addendum online for updates)

#### DoubleTree by Hilton Hotel, Festival Park, Stoke-on-Trent, Staffordshire, ST1 5BQ Monday 14th July 2025 at 6.30pm

- 1 291 Furlong Road, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5UP
- 2 113 Walthall Street, Crewe, Cheshire, CW2 7LB
- 3 303 Ford Green Road, Norton, Stoke-On-Trent, Staffordshire, ST6 8LT
- 4 25 Hassam Avenue, Newcastle-under-Lyme, Staffordshire, ST5 9ET
- 5 257 Station Road, Winsford, Cheshire, CW7 3DQ
- 6 Flat 5 Howgate House, 3 Flat 5, Howgate House, 3, Wellington Road, Dewsbury, West Yorkshire, WF13 1HF
- 7 26 Hammond Street, Crewe, Cheshire, CW2 7PG
- 8 66 First Avenue, Kidsgrove, Stoke-On-Trent, Staffordshire, ST7 1DW
- 9 83 Wilding Road, Ball Green, Stoke-on-Trent, Staffordshire, ST6 8BQ
- 10 Flat 9, Lyndale Court Bold Street, Fleetwood, Lancashire, FY7 6HW
- 11 70 Edleston Road, Crewe, Cheshire, CW2 7HD
- 12 Land at Oak Street, Birches Head ST1 6PG
- 13 126 Gresty Road, Crewe, Cheshire, CW2 6EF
- 14 Dale Cottage Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NL
- 15 26 Gresty Road, Crewe, Cheshire, CW2 6DY
- 16 74 High Street, Cheadle, Stoke-on-Trent, Staffordshire, ST10 1AJ
- 17 70 Church Street, Wood Lane, Stoke-On-Trent, Staffordshire, ST7 8PE
- 18 15 Hill Street, Stoke ST4 1NL
- 19 10 Rullerton Road, Wallasey, Merseyside, CH44 5XQ
- 20 220 224 London Road, Stoke, Stoke-On-Trent, Staffordshire, ST4 5RH
- 21 92 Gainsborough Road, Crewe, Cheshire, CW2 7PL
- 22 1 Woodside Place, Milton, Stoke-on-Trent, Staffordshire, ST2 7BH
- 23 27 Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1BY
- 24 Former Freebird P.H, 96 Liverpool Road, Newcastle-under-Lyme, ST5 2AX
- 25 86 Mill Street, Crewe, Cheshire, CW2 7AR
- 26 32 Moffatt Way, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6RD
- 27 60 Lansdowne Road, Crewe, Cheshire, CS1 5LL
- 28 349 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST4 2BU
- 29 Land & Premises at School Street, Trent Vale, Stoke-on-Trent, ST4 5RE
- 30 34 Melrose Road, Norwich, Norfolk, NR4 7PN
- 31 2 Monument Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9JH
- 32 8 St John Street, Wellington, Telford, Shropshire, TF1 1JZ

- **33** 45 Princes Street, Nuneaton, Warwickshire, CV11 5NW
- 34 Regent House Outclough Road, Stoke-on-Trent, Staffordshire, ST8 7QH
- 35 47 London Road, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7EL
- 36 103 William Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4BT
- 37 Land at Lime Tree Road, Codsall, Wolverhampton, WV8 1NX
- 38 19 Winghouse Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9HW
- 39 Flat 70 The Hicking Building Queens Road, Nottingham, NG2 3BU
- 40 134B Uttoxeter New Road, Derby, Derbyshire, DE22 3JB
- 41 Land at Barrie Gardens, Talke, Stoke on Trent ST7 1PB
- 42 16 Market Drayton Road, Loggerheads, Market Drayton, Shropshire, TF9 4BT
- 43 56 Piccadilly Hanley, Stoke-On-Trent, Staffordshire, ST1 1EG
- 44 Flats A, B and C, 480-482 Heath End Road, Nuneaton, Warwickshire, CV10 7HE
- 45 Apartment 23 Alexandra House, 47 Rutland Street, Leicester, LE1 1SE
- 46 49 Ernest Street, Crewe, Cheshire, CW2 6JE
- 47 12 Bew Street, Norton in the Moors, Stoke-on-Trent, Staffordshire, ST6 8JG
- 48 7 Moran Road, Knutton, Newcastle-under-Lyme, Staffordshire, ST5 6EX
- 49 Yew Tree Cottage Main Road, Betley, Crewe, Cheshire, CW3 9AD
- 50 129 Bucknall New Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 2BG
- 51 Land Stock Lane Wybunbury CW5 7EX
- 52 13 Needwood Drive, Wolverhampton, WV4 6BT
- 53 Land at High Street, Newchapel, Stoke-on-Trent, ST7 4PT
- 54 33 Langford Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9EZ
- 55 109 Weaver Street, Winsford, Cheshire, CW7 4AA
- 56 6 Orme Road, Newcastle-under-Lyme, Staffordshire, ST5 2ND
- 57 3 Red Lion Close, Talke, Stoke on Trent, Staffordshire, ST7 1SZ
- 58 32 Clifton Avenue, Crewe, Cheshire, CW2 7PZ
- 59 30 Repington Road, Sneyd Green, Stoke-On-Trent, Staffordshire, ST1 6JT
- 60 349 West Street, Crewe, Cheshire, CW1 3HY

# Is your property suitable for sale by auction?

Email auction@bjbmail.com to organise a FREE and honest appraisal of your property.

### Order of sale (in alphabetical order)

(unless previously sold or withdrawn, please check the Addendum online for updates)

#### DoubleTree by Hilton Hotel, Festival Park, Stoke-on-Trent, Staffordshire, ST1 5BQ Monday 14th July 2025 at 6.30pm

- 41 Land at Barrie Gardens, Talke, Stoke on Trent ST7 1PB
- 47 12 Bew Street, Norton in the Moors, Stoke-on-Trent, Staffordshire, ST6 8JG
- 10 Flat 9, Lyndale Court Bold Street, Fleetwood, Lancashire, FY7 6HW
- 50 129 Bucknall New Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 2BG
- 17 70 Church Street, Wood Lane, Stoke-On-Trent, Staffordshire, ST7 8PE
- 58 32 Clifton Avenue, Crewe, Cheshire, CW2 7PZ
- 11 70 Edleston Road, Crewe, Cheshire, CW2 7HD
- 46 49 Ernest Street, Crewe, Cheshire, CW2 6JE
- 8 66 First Avenue, Kidsgrove, Stoke-On-Trent, Staffordshire, ST7 1DW
- 6 Flat 5 Howgate House, 3 Flat 5, Howgate House, 3, Wellington Road, Dewsbury, West Yorkshire, WF13 1HF
- 3 303 Ford Green Road, Norton, Stoke-On-Trent, Staffordshire, ST6 8LT
- 1 291 Furlong Road, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5UP
- 21 92 Gainsborough Road, Crewe, Cheshire, CW2 7PL
- 15 26 Gresty Road, Crewe, Cheshire, CW2 6DY
- 13 126 Gresty Road, Crewe, Cheshire, CW2 6EF
- 7 26 Hammond Street, Crewe, Cheshire, CW2 7PG
- 4 25 Hassam Avenue, Newcastle-under-Lyme, Staffordshire, ST5 9ET
- 44 Flats A, B and C, 480-482 Heath End Road, Nuneaton, Warwickshire, CV10 7HE
- 16 74 High Street, Cheadle, Stoke-on-Trent, Staffordshire, ST10 1AJ
- 53 Land at High Street, Newchapel, Stoke-on-Trent, ST7 4PT
- 18 15 Hill Street, Stoke ST4 1NL
- 54 33 Langford Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9EZ
- 27 60 Lansdowne Road, Crewe, Cheshire, CS1 5LL
- 14 Dale Cottage Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NL
- 28 349 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST4 2BU
- 37 Land at Lime Tree Road, Codsall, Wolverhampton, WV8 1NX
- 24 Former Freebird P.H, 96 Liverpool Road, Newcastle-under-Lyme, ST5 2AX
- 35 47 London Road, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7EL
- 20 220 224 London Road, Stoke, Stoke-On-Trent, Staffordshire, ST4 5RH
- 49 Yew Tree Cottage Main Road, Betley, Crewe, Cheshire, CW3 9AD
- 42 16 Market Drayton Road, Loggerheads, Market Drayton, Shropshire, TF9 4BT
- 30 34 Melrose Road, Norwich, Norfolk, NR4 7PN

- 25 86 Mill Street, Crewe, Cheshire, CW2 7AR
- 26 32 Moffatt Way, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6RD
- 31 2 Monument Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9JH
- 48 7 Moran Road, Knutton, Newcastle-under-Lyme, Staffordshire, ST5 6EX
- 52 13 Needwood Drive, Wolverhampton, WV4 6BT
- 12 Land at Oak Street, Birches Head ST1 6PG
- 56 6 Orme Road, Newcastle-under-Lyme, Staffordshire, ST5 2ND
- 34 Regent House Outclough Road, Stoke-on-Trent, Staffordshire, ST8 7QH
- 43 56 Piccadilly Hanley, Stoke-On-Trent, Staffordshire, ST1 1EG
- 33 45 Princes Street, Nuneaton, Warwickshire, CV11 5NW
- 39 Flat 70 The Hicking Building Queens Road, Nottingham, NG2 3BU
- 57 3 Red Lion Close, Talke, Stoke on Trent, Staffordshire, ST7 1SZ
- 59 30 Repington Road, Sneyd Green, Stoke-On-Trent, Staffordshire, ST1 6JT
- 19 10 Rullerton Road, Wallasey, Merseyside, CH44 5XQ
- 45 Apartment 23 Alexandra House, 47 Rutland Street, Leicester, LE1 1SE
- 29 Land & Premises at School Street, Trent Vale, Stoke-on-Trent, ST4 5RE
- 32 8 St John Street, Wellington, Telford, Shropshire, TF1 1JZ
- 5 257 Station Road, Winsford, Cheshire, CW7 3DQ
- 51 Land Stock Lane Wybunbury CW5 7EX
- 23 27 Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1BY
- 40 134B Uttoxeter New Road, Derby, Derbyshire, DE22 3JB
- 2 113 Walthall Street, Crewe, Cheshire, CW2 7LB
- 55 109 Weaver Street, Winsford, Cheshire, CW7 4AA
- 60 349 West Street, Crewe, Cheshire, CW1 3HY
- 9 83 Wilding Road, Ball Green, Stoke-on-Trent, Staffordshire, ST6 8BQ
- 36 103 William Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4BT
- 38 19 Winghouse Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9HW
- 22 1 Woodside Place, Milton, Stoke-on-Trent, Staffordshire, ST2 7BH
- 22 1 Woodside Place, Milton, Stoke-on-Trent, Staffordshire, ST2 7BH

### Landlords. Get tenants buzzing into your properties.

Call Andy Townsend on 01782 211144 or e-mail andytownsend@bjbmail.com to find out more.



# Proof of identity and address

A Buyers Administration Fee will be payable on exchange, as specified on the property listing, is applicable to all lots sold at, pre or post auction.

All potential bidders will need to register prior to the auction, and provide proof of identity and address to enable you to bid at our sales. (See 'Proof of Identity' at front of the catalogue).

If the buyer's details are different from the successful bidder's, then the buyer will also be required to submit their details as above. If the successful bidder is buying on behalf of a company we also require a letter from that company on their letterhead authorising the bidder to bid on their behalf, the bidder will still be required to produce their details as above.

Every buyer will be photographed at the auction before the contract is signed.



We offer a whole range of no obligation advice. Book your appointment now.

# <u>Just</u> mortgage and protection advice

- First Time Buyers
- House Purchases
- Remortgage
- Capital Raising
- Self Employed
- Let To Buy\*
- Shared Ownership
- Self Build mortgages
  - / Debt Consolidation

- Buy To Let\*
- Life Insurance
- Critical Illness Cover
- Income Protection
- Buildings & Contents Insurance
- Accident & Sickness Cover

#### www.justmortgages.co.uk

THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME/PROPERTY. YOUR HOME/ PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE



\*Some buy to let and let to buy mortgages are not regulated by the Financial Conduct Authority.

Approved by The Openwork Partnership on 06/04/2023.

# Bid live online!

All our sales are broadcast live in conjunction with Essential Information Group.

#### What does the service cost?

Nothing! It's free, you pay the same as any buyer who attends the auction.

#### Can I just watch?

Yes, many people use the service just to watch the auction.

#### How does the bidding work?

You are in complete control. The dashboard will show you the current highest bid, and the amount the Auctioneer is looking for for the next bid, if you want to offer that amount simply hit the Bid button. When the hammer goes down the system will show if yours was the winning bid.

#### Can I bid on more than one property?

Yes of course, you just need to let us know when you register what Lots you are interested in so we can approve you to bid.

#### How does the auctioneer know I'm bidding?

The auctioneer has a monitor next to the rostrum that shows him your bid, and he can talk to you via the camera. Don't worry, you can see him but he can't see you!

#### What about the deposit?

If you are the successful bidder, please be ready for us to call once the hammer goes down to process a card payment for the 10% Deposit and the Buyers Administration fee.

Email auction@bjbmail.com for your registration form.

essential information group





# 291 Furlong Road, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5UP

- Terraced house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC TBC

#### **Legal Representative**

Robert Fieldhouse Legal Practice Support Stoke Gov

- T 01782 235814
- E robert.fieldhouse@stoke.gov.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



#### 113 Walthall Street, Crewe, Cheshire, CW2 7LB

- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC TBC

- Legal Representative TBC
- T E

#### To apply contact:

Crewe bjb T 01270 213541 E crewe@bjbmail.com





It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

# 303 Ford Green Road, Norton, Stoke-On-Trent, Staffordshire, ST6 8LT

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Samiya Hashmi Walters & Plaskitt

- T 01782 819611
- E Samiya@wpsolicitors.co.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

# 25 Hassam Avenue, Newcastle-under-Lyme, Staffordshire, ST5 9ET

- End -townhouse
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

#### To apply contact:

Newcastle bjb

- T 01782 622155
- E Newcastle@bjbmail.com



#### 257 Station Road, Winsford, Cheshire, CW7 3DQ

- Mid-terrace house
- Three bedrooms
- Spacious accommodation
- Freehold
- Council Tax Band A
- EPC E

#### Legal Representative

Joy Crawford Longespe & Co

- T 0161 2369403
- E joy@longespe-solicitors.com

#### To apply contact:

Winsford bjb

- T 01606 596444
- E Winsford@bjbmail.com





#### DOMESTIC DEVELOPMENT

- O EXTENSIONS
- HMO CONVERSIONS
- RENOVATIONS
- **O ELECTRICS**
- PLUMBING & HEATING
- **JOINERY & PLASTERING** Ο
- BRICKWORK  $\mathbf{O}$
- GROUNDWORKS  $\bigcirc$

#### COMMERCIAL DEVELOPMENT

- **EDUCATION**
- $\bigcirc$ RETAIL
- **OFFICES**  $\bigcirc$
- HOSPITALITY  $\bigcirc$
- **PROJECT MANAGEMENT**  $\mathbf{O}$
- **NEW BUILDS**  $\mathbf{O}$
- **EV POINTS**  $\bigcirc$
- UTILITIES  $\mathbf{O}$



"BUILDING STRONGER FOUNDATIONS FOR THE FUTURE"

🔤 😳 🚳 🔊 💷 🔤 🔤  WWW.GILBERTONEILLCONSTRUCTIONLTD.COM info@gilbertoneillconstruction.co.uk



# Flat 5, Howgate House, 3, Wellington Road, Dewsbury, West Yorkshire, WF13 1HF

- Basement flat
- One bedroom
- Situated close to Dewsbury Town Centre
- Leasehold 75 years
- Council Tax Band TBC
- EPC E

#### Legal Representative

TBC Taylor Rose Limited

- T 01733 793945
- E lendersales@taylor-rose.co.uk

#### To apply contact:

Auction bjb

- T 0800 090 2200
- E auction@bjbmail.com





#### 26 Hammond Street, Crewe, Cheshire, CW2 7PG

- Mid-terrace house
- Two bedrooms
- First floor bathroom
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Tracy McVeigh Hall Smith Wittingham

- T 01270 212000
- E tmcveigh@hswsolicitors.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

# 66 First Avenue, Kidsgrove, Stoke-On-Trent, Staffordshire, ST7 1DW

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Generous plot
- Freehold
- Council Tax Band A
- EPC D

#### **Legal Representative**

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

#### To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com

# LOT \$Guide price \$82,000 plus

Scan or Click for further information.





# 83 Wilding Road, Ball Green, Stoke-on-Trent, Staffordshire, ST6 8BQ

- Mid-terraced house
- Three bedrooms
- Great investment opportunity
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Kerry Dundas

- Dundas Law
- T 01782 528338
- E kerry@dundaslaw.co.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





It is our understanding that this property cannot be purchased for Buy-to-Let purposes.

# Flat 9 Lyndale Court, Bold Street, Fleetwood, Lancs, FY7 6HW

- Second floor apartment
- Two bedrooms
- In need of modernisation
- Private garage onsite
- Leasehold 951 years
- Council Tax Band B
- EPC D

#### **Legal Representative**

Phillip Cotterill Dryden Fairfax Solicitors

- T 0113 368 8758
- E philip.cotterill@drydenslaw.com

#### To apply contact:

Auction bjb

- T 0800 090 2200
- E auction@bjbmail.com

# Positive LENDING

#### **Your Auction Finance Partner**



Established in 2008, Positive Lending has become the preferred specialist broker for bridging loans. facilitating over £2 billion in transactions and assisting thousands of clients in securing the most suitable loan options.

Offering exclusive rates, low fees, and a streamlined process, supporting every aspect of the process including valuation and legal representation.

Whether you are seeking an investment property or a residence for personal use, we can consider lending on a diverse array of properties and accommodating various personal situations, including those who are self-employed or retired.

You will engage directly with an experienced specialist who will provide clear decisions and maintain transparency regarding costs, enabling you to proceed with confidence.

#### Talk to our bridging specialists on 01202 850 830 (option 3)

THINK CAREFULLY BEFORE SECURING ANY DEBTS AGAINST YOUR HOME OR PROPERTY. YOUR HOME OR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE. Positive Lending (UK) Limited, trading as 'Positive Lending', is Authorised and Regulated by the Financial Conduct Authority FRN 607682 Registered Office: Positive House, GP Centre, Yeoman Road, Ringwood, Hampshire BH24 3FF. Registered in England and Wales No, 6700848



#### 70 Edleston Road, Crewe, Cheshire, CW2 7HD

- Mid-terrace commercial property
- Rear parking & workshop
- 735 sq ft (68.33 sq m)
- In need of modernisation
- Freehold
- Business Rates £5,200 p/a
- EPC TBC

#### **Legal Representative**

Lynne Thornton Lynne Thornton Solicitors

- T 01270 567 987
- E legal@lynnethornton.co.uk

#### To apply contact:

**Commercial bjb** 

- T 01782 212201
- E commercial@bjbmail.com



#### Land at Oak Street, Northwood, ST1 2NW

- Residential Development Site
- Full planning for 4 houses
- Ref: 69996/FUL
- Established residential area
- Good sale or rental area
- Site Area: 0.17 Acre (699m<sup>2</sup>)

#### **Legal Representative**

Lauren Astbury Myers & Co

- T 01782 491005
- E lauren.astbury@myerssolicitors.co.uk

#### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com







It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

#### 126 Gresty Road, Crewe, Cheshire, CW2 6EF

- Mid-terrace house
- Fore court & bay-fronted
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Michael Wright Hall Smith Wittingham

- T 01270 212000
- E mwright@hswsolicitors.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com



Dale Cottage, Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NL

- Detached house
- Three bedrooms
- Original features
- 2.5 acre paddock
- Out buildings
- Freehold
- Council Tax Band C
- EPC E

#### **Legal Representative**

Victoria Calladine Woolliscrofts

- T 01782 204000
- E vcalladine@woolliscrofts.co.uk

#### To apply contact:

Longton bjb

- T 01782 594777
- E Longton@bjbmail.com

# Unlock the potential of your developments with butters john bee <sup>bjb</sup> land & new homes

Looking for a new homes specialist to deliver exceptional results? At butters john bee New Homes, we combine expertise with innovative strategies to make your properties stand out.

#### Why Choose Us?

- Specialist Expertise: Proven success in developments of all sizes.
- Tailored Marketing: Bespoke campaigns with high-impact visuals and virtual tours.
- Or **Dedicated Support:** Guidance from site acquisition to final sale.
- Market Knowledge: Accurate pricing and targeted buyer outreach.

### Your Vision, Our Drive

We don't just sell homes – we bring your developments to life. Let's build success together.



Carlos Hernandez Regional Sales Director 07741 152287 carloshernandez@bjbmail.com



Paul Martin Regional New Homes Sales Manager 07587 038921 paulmartin@bjbmail.com



#### 26 Gresty Road, Crewe, Cheshire, CW2 6DY

- Mid-terrace house
- Three bedrooms
- Currently tenanted @ £10,200 p/a
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Michael Wright Hall Smith Whittingham

- T 01270 212000
- E mwright@hswsolicitors.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com





# 74 High Street, Cheadle, Stoke-on-Trent, Staffordshire, ST10 1AJ

- Fully let investment
- High Street location
- Courtyard to rear
- Potential to expand (STPP)
- Income of £25,440 p/a
- Freehold
- EPC C/D

#### Legal Representative

Tim Halliday The Eric Whitehead Partnership

- T 01538 755761
- E timothyhalliday@ericwhitehead.co.uk

#### To apply contact:

**Commercial bjb** 

- T 01782 212201
- E commercial@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

# 70 Church Street, Wood Lane, Stoke-On-Trent, Staffordshire, ST7 8PE

- Semi-detached house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC C

#### Legal Representative

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



#### 15 Hill Street, Stoke-on-Trent, ST4 1NL

- Former Office/Care Facility
- Fully stripped ready for conversion
- Pre-app submitted for 6 apartments
- Full set of drawings available
- Great rental location close to all amenities
- GIA: 4090.29 (380m<sup>2</sup>)

#### **Legal Representative**

Lauren Astbury Myers & co

- T 01782 491005
- E laurenastury@myerssolicitors.co,uk

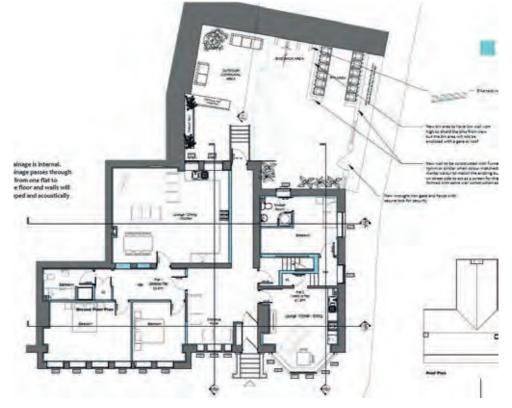
#### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com









10 Rullerton Road, Wallasey, Merseyside, CH44 5XQ

- Mid-terraced house
- Two bedrooms
- In need of modernisation
- Freehold
- Council tax band B
- EPC D

#### **Legal Representative**

Cameron Ward TLT LLP T 0333 006 0000

E auctions@tlt.com

### To apply contact:

Auction bjb

- T 0800 090 2200
- E auction@bjbmail.com





# 220 - 224 London Road, Stoke, Stoke-On-Trent, Staffordshire, ST4 5RH

- Two storey property
- Double GF retail unit
- 5 FF rooms
- Rear yard
- Freehold
- Business Rates £9,100 p/a
- EPC C (66)

#### **Legal Representative**

Rebecca Parry Tinsdills

- T 01782 652369
- E Rebecca.Parry@tinsdills.co.uk

### To apply contact:

**Commercial bjb** 

- T 01782 212201
- E commercial@bjbmail.com

### Property Decarbonisation Specialists

Decarbonising the affordable housing sector, one house at a time.

Who We Are

Established in 2002, Broad Oak Group is a family owned business that provides comprehensive turnkey solutions to local authorities, social housing providers and private landlords.

Our objective is to facilitate the decarbonisation of the UK's housing stock through substantial home energy upgrades implemented on behalf of our clients.

### **MEES Support**

We specialise in supporting landlords, property agents and rural estates in upgrading the EPC ratings of their properties.

Our solutions leverage government funded schemes ensuring compliance with energy efficiency guidelines (MEES) while enhancing property value and tenant satisfaction.

01782 529711 clients@broadoakgroup.com www.broadoakgroup.com

Alternatively, scan the QR code to submit a contact form







# COST-FREE HEATING & INSULATION UPGRADES FOR LANDLORDS



### **ELIGIBILITY CRITERIA:**

Eligibility criteria for landlords typically include property type, current energy performance ratings and alignment with funding program requirements to qualify for energy efficiency upgrades:

- Properties with an EPC rating of E-G or no EPC
- Tenants receiving government benefits, earning below £31,000 annually or with specific health conditions
- Properties must be tenant occupied, habitable and privately owned

# TO FIND OUT MORE, CALL



### 92 Gainsborough Road, Crewe, Cheshire, CW2 7PL

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band C
- EPC E

#### Legal Representative

Jonathan Manning Hibberts

- T 01270 215117
- E jhm@hibberts.com

### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com



# 1 Woodside Place, Milton, Stoke-on-Trent, Staffordshire, ST2 7BH

- Detached house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band B
- EPC E

### Legal Representative

Emma Lanza Clowes & Co

- T 01782 284320
- E Emma.Lanza@goddarddunbar.co.uk

### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

Please be aware that there is a mine shaft located within 20 metres of the boundary of the property.

# 27 Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1BY

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Generous plot
- Freehold
- Council Tax Band A
- EPC C

#### **Legal Representative**

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

### To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com

# LOT <sup>\*Guide price</sup> £200,000 plus





### Former Freebird P.H, 96 Liverpool Road, Newcastle-under-Lyme, ST5 2AX

- Former Freebird Public House
- First floor 3 bedroom apartment
- Excellent prominent position off the A34
- Potential for alternative uses (office/showroom)
- Potential for residential conversion STPP
- Previous application for 6 new build apartments
- Floor Area: 3853 Sq.ft (358 Sq.m)

### Legal Representative

Laura Pyatt Beswicks Solicitors

- T 01782 205000
- E laura.pyatt@beswicks.com

### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com







\* Guide/reserve price definitions can be found on page 7





- 86 Mill Street, Crewe, Cheshire, CW2 7AR
- Mid-terrace house
- Three bedrooms
- First floor bathroom
- Previous used as 4 bed HMO
- Freehold
- Council Tax Band A
- EPC D

### Legal Representative

Tracy Wilcocks

Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

# 32 Moffatt Way, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6RD

- End -townhouse
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC C

### Legal Representative

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

### To apply contact:

Newcastle bjb

- T 01782 622155
- E Newcastle@bjbmail.com



### 60 Lansdowne Road, Crewe, Cheshire, CW1 5LL

- Semi-detached house
- Three bedrooms
- Currently tenanted @ £TBC p/a
- Freehold
- Council Tax Band B
- EPC E

#### Legal Representative

Jonathan Manning Hibberts

- T 01270 215117
- E jhm@hibberts.com

### To apply contact:

Crewe bjb T 01270 213541

E crewe@bjbmail.com



# 349 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST4 2BU

- Detached house
- Two bedrooms
- In need of modernisation
- Generous plot
- Freehold
- Council Tax Band B
- EPC TBC

#### **Legal Representative**

Hollie Brierwood Tinsdills

- T 01782 652300
- E hollie.brierwood@tinsdills.co.uk

### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



### Land & Premises at School Street, Trent Vale, Stoke-on-Trent, ST4 5RE

- Former Builders Yard with Storage Buildings
- Full Planning consent for;
- 8 x 1 Bedroom Apartments
- OR 4 x 3 Bedroom Terrace Houses
- Ref; 68739/FUL & 70806/FUL
- Site Area: 0.16 Acre (652m<sup>2</sup>)

#### Legal Representative

Glynn Buckley Leadbeater & Kav

- T 01782 201933
- E glynn@leadbeaterkay.co.uk

### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com





Scheme 2 - 4 x 3 Bedroom Houses



<sup>\*</sup> Guide/reserve price definitions can be found on page 7



### **Exclusive opportunities for** investments of new build properties

### Benefits of joining include:



Alerts for properties that match your investment criteria.



Early access to new build developments.



Monthly newsletters with analysis and insight of the UK investment market.

Email for more information or sign up via the QR code landandnewhomes@spicerhaart.co.uk











### 34 Melrose Road, Norwich, Norfolk, NR4 7PN

- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band B
- EPC-D

### Legal Representative Natalie Briggs

- **Spire Solicitors**
- T 01953 882864
- E natalie.briggs@spiresolicitors.co.uk

### To apply contact: Norwich GT haart

- T 01603 458400
- E NorwichGT@spicerhaart.co.uk



2 Monument Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9JH

- Terraced cottage
- Two bedrooms
- Full of character
- Off road parking & Workshop
- Freehold
- Council Tax Band B
- EPC D

Legal Representative TBC

To apply contact:

- Stafford bjb
- T 01785 246000
- E Stafford@bjbmail.com





### 8 St John Street, Wellington, Telford, Shropshire, TF1 1JZ

- Detached house
- Three bedrooms
- In need of renovation & repair
- Freehold
- Council Tax Band C
- EPC F

### **Legal Representative**

TBC Lanyon Bowdler

- T 01952 291222
- E enquiries@lblaw.co.uk

### To apply contact:

Telford bjb

- T 01952 204420
- E Telford@bjbmail.com



### 45, Princes Street, Nuneaton, Warwickshire, CV11 5NW

- Three storey house
- Believed to be converted into 9 bedsit flats
- Not inspected by the auctioneer
- Sold with mortgagee not in possession
- No access will be provided
- Freehold
- Council tax band C
- EPC TBC

#### Legal Representative

Cameron Ward TLT LLP T 0333 006 0000

- 0333 006 0000
- E auctions@tlt.com

### To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com





# Regent House, Outclough Road, Brindley Ford, Stoke-on-Trent, Staffordshire, ST8 7QH

- Former Commercial building
- Six Leasehold flats
- In need of renovation and repair
- Mortgagee not in possession
- Not inspected by the Auctioneer
- No access will be provided
- Council Tax Band A
- EPC TBC

#### Legal Representative

Cameron Ward TLT LLP

- T 0333 006 0000
- E auctions@tlt.com

### To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com







# 47 London Road, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7EL

- Two storey retail premises
- Side access & rear yard
- Some original features
- 954 sq ft
- Freehold
- Business Rates £5,000 p/a
- EPC E (120)

#### **Legal Representative**

Michael Hayward Knights Professional Services Limited

- T 01782 619225
- E michael.hayward@knights1759.co.uk

### To apply contact:

**Commercial bjb** 

- T 01782 212201
- E commercial@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

# 103 William Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4BT

- Semi-detached house
- Two bedrooms
- In need of renovation and repair
- Generous plot
- Freehold
- Council Tax Band A
- EPC C

#### **Legal Representative**

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

### To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com



# Land at Lime Tree Road, Codsall, Wolverhampton, WV8 1NX

- Land comprising 13 Domestic Garages
- Full Planning for 2 x Dormer Bungalows
- (REF: 25/00171/FUL)
- Established residential area
- Potential GDV: £600,000
- Site Area: 0.12Acre (485m<sup>2</sup>)

#### **Legal Representative**

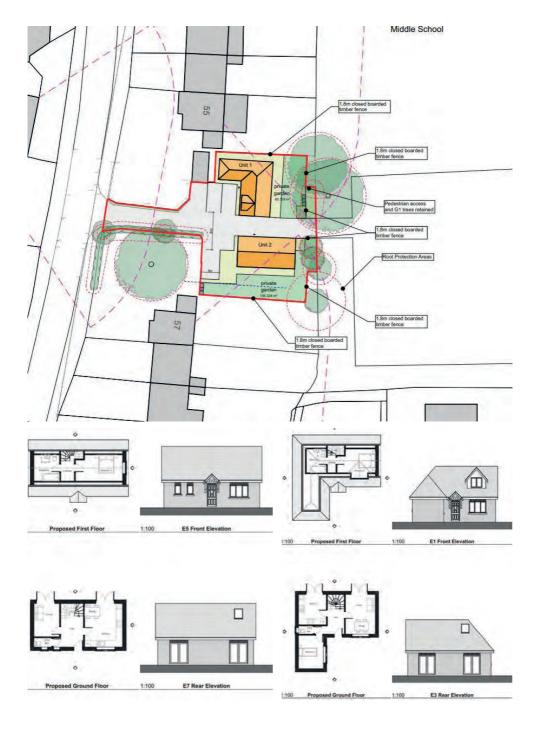
Rhiannon Clark MFG Solicitors

- T 01562 820181
- E rhiannon.clark@mfgsolicitors.com

### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com





### Turning your development ideas into reality











Wanting to take the next step? Looking to purchase property or land?

### Join us at the next auction to connect and discuss your development ideas

### For more details, reach out to Roy Spruce:

07790 545024



roy@piceadesign.co.uk









Picea Design Ltd, Planning and Development Consultants, Riverside, Mountbatten Way, Congleton, Cheshire, CW12 1DY



www.piceadesign.co.uk

### \*Guide price £350,000 plus

Scan or Click for further information.





# 19 Winghouse Lane, Tittensor, Stoke-on-Trent, Staffordshire, ST12 9HW

Detached house

LOT

- Four bedrooms
- In need of modernisation
- Generous plot
- Freehold
- Council Tax Band E
- EPC F

### **Legal Representative**

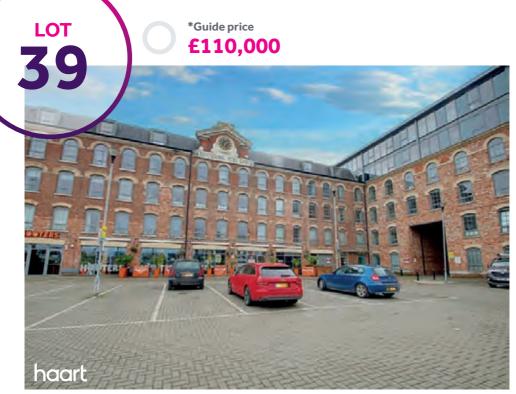
Victoria Follows Hand Morgan Owen

- T 01785 211411
- E vfollows@hmo.co.uk

### To apply contact:

Stafford bjb

- T 01785 246000
- E Stafford@bjbmail.com





### Flat 70/Block 3 The Hicking Building, Queens Road, Nottingham, NG2 3BU

- Top floor flat
- Two bedrooms
- Well-presented interior
- Leasehold 104 years
- Council Tax Band C
- EPC-C

#### Legal Representative Lauren Glass

### Alexander & co

- T 01332 600005
- 01332 600005
- E Lauren.Glass@aandco.co.uk

### To apply contact: Nottingham haart

- T 01115 8501433
- E NottinghamHRT@spicerhaart.co.uk





### 134B Uttoxeter New Road, Derby, Derbyshire, DE22 3JB

- Basement apartment
- Three bedrooms
- Ensuite bathroom
- Spacious kitchen/diner
- Ideally situated for Derby City Centre
- Leasehold 81 years
- Council Tax Band D
- EPC D

#### **Legal Representative**

Chris Biggs Lightfoots Solicitors

- T 01844 268322
- E cbiggs@lightfoots.co.uk

#### To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com



### Land at Barrie Gardens, Talke, Stoke-on-Trent, ST7 1PB

- Residential Development Site
- Outline planning for 9 dwellings
- 8 x 3 bed semi-detached houses
- 1 x 4 bedroom detached house
- REF: 24/00253/OUT
- Established residential area
- Potential GDV: £2.16m
- Site Area: 1.12 Acre (0.45 Ha)

### **Legal Representative**

Nusrat Hussain MH Solicitors Shelton

- T 01782 847755
- E Nusrat@mhsolicitors.com

### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com



\* Guide/reserve price definitions can be found on page 7

### We are successfully managing property in Hanley, Crewe and Newcastle Under-Lyme and surrounding areas

# LANDLORDS

Are you satisfied with your current managing agent?

- When was your last rent review?
- When was your most recent condition report?
- When did your agent last update you on legislation?
- Has your agent offered you protection for non-payment of rent?

Please contact our team for honest and up to date market advice.



### Kyle Mellor Senior Lettings Agent



Olivia Plant Lettings Negotiator

Hanley bjb T: 01782 211120 E: hanley@bjbmail.com

butters john bee<sup>bjb</sup>

Let smart: think bjb



Ben Rizk Lettings Negotiator



# 16 Market Drayton Road, Loggerheads, Market Drayton, Shropshire, TF9 4BT

- Semi-detached bungalow
- Two bedrooms
- In need of renovation & repair
- Freehold
- Council Tax Band B
- EPC TBC

#### **Legal Representative**

Sally-Ann Butter Graham Withers

- T 01630 657222
- E sally.butter@grahamwithers.co.uk

### To apply contact:

Telford bjb

- T 01952 204420
- E Telford@bjbmail.com



# 56 Piccadilly Hanley, Stoke-On-Trent, Staffordshire, ST1 1EG

- Three storey premises
- Former Bar / Restaurant
- Town centre location
- In need of modernisation
- Freehold
- EPC C (59)

### **Legal Representative**

Jack Sturge Goddard Dunbar

- T 01782 284320 opt 5
- E Jack@goddarddunbar.co.uk

### To apply contact:

**Commercial bjb** 

- T 01782 212201
- E commercial@bjbmail.com



# Flats A, B and C, 480-482 Heath End Road, Nuneaton, Warwickshire, CV10 7HE

- Mid-terraced house
- Believed to be converted leasehold flats
- Conveniently situated for local amenities
- Not been inspected by the auctioneer
- Sold with mortgagee not in possession
- No access will be provided
- Leasehold
- Council Tax Band TBC
- EPC TBC

#### Legal Representative

Cameron Ward TLT LLP

- T 0333 006 0000
- E auctions@tlt.com

### To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com

## Due to unprecedented demand from buyers we need more land to sell:

- With or without Planning Consent
- Single plots up to 50 + units
- Brownfield or Greenfield
- Buildings For Conversion
- Listed Buildings / Contaminated Land
- Private Treaty or Auction Sale
- Sales Subject to Planning
- Option Agreements

If you have land to sell please get in touch for a no obligation discussion.

### Land & Development Team

- E: residential-land@bjbmail.com
- T: 01782 211147



Paul G, Beardmore BSc MRICS Director - Residential Land paulbeardmore@bjbmail.com 07808 215045



Alex Djukic MSc BSc Regional Land Manager alexdjukic@bjbmail.com 07587 038787

### butters john bee bjb land & new homes

# Land Wanted



### Apartment 23 Alexandra House, 47 Rutland Street, Leicester, LE1 1SE

- Third floor flat
- Three bedrooms
- In need of modernisation
- Located close to the City Centre
- Leasehold 103 years
- Council tax band C
- EPC D

#### Legal Representative

Cameron Ward TLT LLP

- T 0333 006 0000
- E auctions@tlt.com

#### To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com



### 49 Ernest Street, Crewe, Cheshire, CW2 6JE

- Mid-terrace house
- Three bedrooms
- Currently tenanted @ £9,000 p/a
- Freehold
- Council Tax Band A
- EPC D

#### Legal Representative

Michael Wright Hall Smith Whittingham

- T 01270 212000
- E mwright@hswsolicitors.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com





## 12 Bew Street, Norton in the Moors, Stoke-on-Trent, Staffordshire, ST6 8JG

- End-terraced house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC TBC

#### Legal Representative

Kerry Dundas

- Dundas Law
- T 01782 528338
- E kerry@dundaslaw.co.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

## 7 Moran Road, Knutton, Newcastle-under-Lyme, Staffordshire, ST5 6EX

- End -townhouse
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC C

#### **Legal Representative**

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

#### To apply contact:

Newcastle bjb

- T 01782 622155
- E Newcastle@bjbmail.com





## Yew Tree Cottage, Main Road, Betley, Crewe, Cheshire, CW3 9AD

- Semi-detached cottage
- Three bedrooms
- Full of character & features
- Expansive garden
- Freehold
- Council Tax Band C
- EPC D

#### **Legal Representative**

Tracy Wilcocks Goddard Dunbar

- T 01782 284320
- E Tracy@goddarddunbar.co.uk

#### To apply contact:

Nantwich bjb

- T 01270 623444
- E nantwich@bjbmail.com



Commercial Auctions

**butters**<sup>bjb</sup>

iohn bee

Betlen Bair Core

## Have you considered Public Auction as a means to sell your Commercial Property?

## 87.5% Sold\*

Our auction is suitable for all commercial property including investments, shops, industrial & offices

- Attracts cash rich purchasers
- Completion within 20 working days
- The only way to find 'best value'
- Catalogues sent to 8,500 people

Interested in finding out more? Call 01782 212201 or email commercial@bjbmail.com and receive £150 discount when quoting this brochure.



## 129 Bucknall New Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 2BG

- Mid-terrace house
- Three bedrooms
- Currently tenanted @ £7,200 p/a
- Freehold
- Council Tax Band A
- EPC D

#### **Legal Representative**

Tracy Wilcocks Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



### Land at Stock Lane, Wybunbury, Nantwich, CW5 7EX

- Residential Development site
- Full Planning for 1 x 3 Bedroom Bungalow
- (Ref; 23/2493N)
- Popular Cheshire village
- Site Area: 0.14 Acre (566m<sup>2</sup>)

#### **Legal Representative**

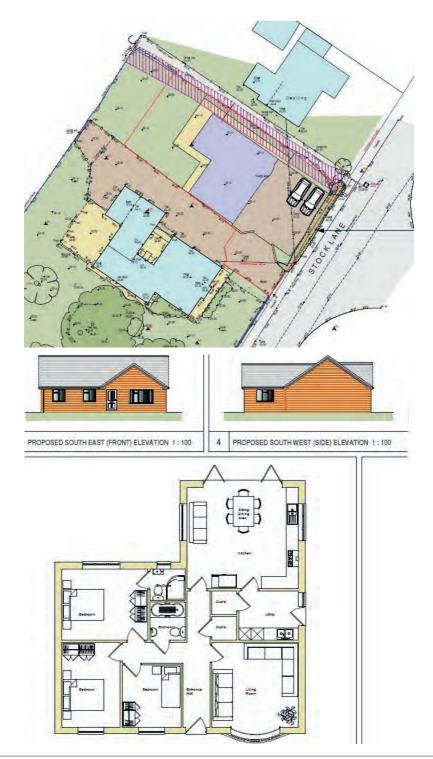
Lynne Thornton Lynne Thornton Solicitors

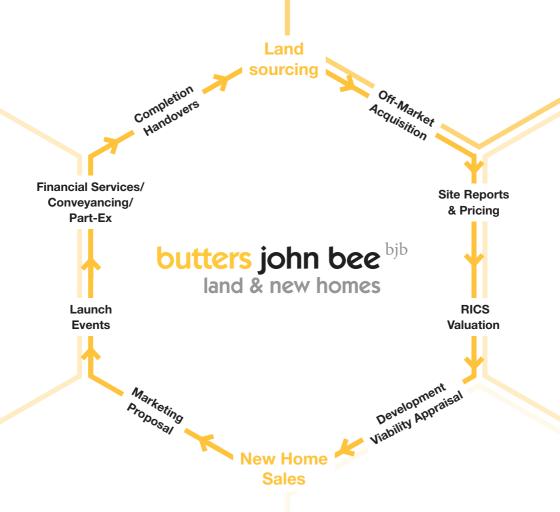
- T 01270 567987
- E legal@lynnethornton.co.uk

#### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com





### For a no obligation discussion please contact:

#### **Carlos Hernandez**

Regional Sales Director New Homes

- T 01782 405730
- M 07741 152287
- E carloshernandez@bjbmail.com

#### **Paul Martin**

Regional Sales Manager New Homes

- T 01782 405730
- M 07587 038921
- E paulmartin@bjbmail.com

### Paul G. Beardmore BSc MRICS

**Director Residential Land** 

- T 01782 211147
- M 07809 215045
- E paulbeardmore@bjbmail.com

#### Alex Djukic BSc MSc

**Regional Land Manager** 

- T 01782 211147
- M 07587 038787
- alexdjukic@bjbmail.com



## 13 Needwood Drive, Wolverhampton, West Midlands, WV4 6BT

- Ground floor flat
- Two bedrooms
- Close to local amenities
- In need of modernisation
- Leasehold 83 years
- Council Tax Band A
- EPC C

#### Legal Representative

Enquiries Ascent Conveyancing

- T 0161 838 3105
- E propertysales@ascent.co.uk

#### To apply contact:

Auction bjb

- T 0800 090 2200
- E auction@bjbmail.com



### Land at High Street, Newchapel, Stoke-on-Trent, ST7 4PT

- Land comprising 24 domestic garages
- Potential for residential development
- Subject to Planning
- Planning report available upon request
- Established residential area
- Adjacent the former Newchapel Observatory
- Site Area: 0.72 Acre (2913m<sup>2</sup>)

#### Legal Representative

Victoria Follows Hand Morgan & Owen

- T 01782 211411
- E vfollows@hmo.co.uk

#### To apply contact:

Land & New Homes bjb

- T 01782 211147
- E residential-land@bjbmail.com



Ŧ



C

ILLUSTRATIVE STREETSCENE OF FLOTS 2-

4 Bed detached house Ground Floor Plan

# Follow us on Facebook @buttersjohnbeeauctions and stay ahead of the game.

Keep up to date with news and events, up and coming instructions, results and updates on past lots.

butters john beebjb facebook.



## 33 Langford Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9EZ

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Off road parking
- Freehold
- Council Tax Band A
- EPC D

#### **Legal Representative**

Kerry Dundas

- Dundas Law
- T 01782 528338
- E kerry@dundaslaw.co.uk

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

### 109 Weaver Street, Winsford, Cheshire, CW7 4AA

- End-terrace house
- Two bedrooms
- In need of renovation & repair
- Freehold
- Council Tax Band B
- EPC TBC

#### **Legal Representative**

Stephen Lewis Rogers

- T 01606 961 858
- E stephen@lewisrodgers.co.uk

#### To apply contact:

Winsford bjb

- T 01606 596444
- E Winsford@bjbmail.com





The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last 12 months an employee or director, or is a close relative of such a person or an agent on their behalf.

## 6 Orme Road, Newcastle-under-Lyme, Staffordshire, ST5 2ND

- Mid -townhouse
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC C

#### Legal Representative

Bruna Saavedra Anthony Collins Solicitors

- T 0121 212 7448
- E Bruna.Saavedra@anthonycollins.com

#### To apply contact:

Newcastle bjb

- T 01782 622155
- E Newcastle@bjbmail.com



## 3 Red Lion Close, Talke, Stoke on Trent, Staffordshire, ST7 1SZ

- Detached bungalow
- Two bedrooms
- In need of modernisation
- Front and rear gardens
- Freehold
- Council Tax Band C
- EPC TBC

#### **Legal Representative**

Kerry Dundas

- **Dundas Law**
- T 01782 528338
- E kerry@dundaslaw.co.uk

#### To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com



### 32 Clifton Avenue, Crewe, Cheshire, CW2 7PZ

- Mid-terrace house
- Three bedrooms
- First floor bathroom
- In need of modernisation
- Freehold
- Council Tax Band B
- EPC D

#### **Legal Representative**

Tracy Wilcocks

Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com





Please note, Completion for this property will be in 40 business days from the date of Exchange.

### 30 Repington Road, Sneyd Green, Stoke-On-Trent, Staffordshire, ST1 6JT

- Semi-detached house •
- Three bedrooms
- Great investment opportunity
- Low maintenance garden
- Freehold
- Council Tax Band A
- EPC C

#### Legal Representative

Yusuf Loonat Vicarage Court Solicitors Limited T 0121 452 4955

- E yusuf@vicaragecourt.com

#### To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





### 349 West Street, Crewe, Cheshire, CW1 3HY

- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

#### **Legal Representative**

TBC Inspire Legal

- T 03332 420144
- E Info@inspirelegalgroup.co.uk

#### To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com

## **Common Auction Conditions**

#### 7th Edition. Reproduced with the consent of ( RICS

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

#### Glossary

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

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
  - a "person" includes a corporate body;
  - words of one gender include the other genders;
     references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.
- Actual completion date The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.
- Addendum An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.
- Agreed completion date Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.
- Approved financial institution Any Bank or Building Society that is regulated buy a competent UK regulatory authority or is otherwise acceptable to the auctioneers.
- Arrears Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.
- Arrears schedule The arrears schedule (if any) forming part of the special conditions.
- Auction The auction advertised in the catalogue.
- Auction conduct conditions The conditions so headed, including any extra auction conduct conditions.
- Auctioneers The auctioneers at the auction.
- Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.
- Buyer The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.
- Catalogue the catalogue for the auction as it exists at the date of the auction (or, if the catalogue is the different, the date of the contract) including any addendum and whether printed or made available electronically.
- Completion unless the seller and the buyer otherwise agree, the occasion when they have both complied with the obligations under the contract that they are obliged to comply with prior to completion, and the amount payable on completion has been unconditionally received in the seller's conveyancer's client account (or as otherwise required by the terms of the contract)

## Condition One of the auction conduct conditions or sales conditions.

- Contract The contract by which the seller agrees to sell and the buyer agrees to buy the lot.
- Contract date The date of the auction or, if the lot is not sold at the auction:

(a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or

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

- Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.
- Extra general conditions Any conditions added or varied by the auctioneers starting at condition G30
- Financial charge A charge to secure a loan or other financial indebtness (not including a rentcharge).
- General conditions That part of the sale conditions so headed, including any extra general conditions.
- Interest rate if not specified in the special conditions, the higher of 6% and 4% above the base rate from time to time of barclays bank plc. The interest rate will also apply to any judgment debt, unless the statutory rate is higher.
- Lot Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).
- Old arrears Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.
- Particulars The section of the catalogue that contains descriptions of each lot (as varied by any addendum).
- Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

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

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

- Sale conditions The general conditions as varied by any special conditions or addendum.
- Sale memorandum The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.
- Seller The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.
- Special conditions Those of the sale conditions so headed that relate to the lot.
- Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

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

- Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").
- TUPE The Transfer of Undertakings (Protection of Employment) Regulations 2006.
- VAT Value Added Tax or other tax of a similar nature. VAT option An option to tax.

We (and us and our) The auctioneers.

You (and your) Someone who has a copy of thecatalogue or who attends or bids at the auction whether or not a buyer.

#### Important notice

- A prudent buyer will, before bidding for a lot at an auction:
  - Take professional advice from a conveyancer and, in
  - appropriate cases, a chartered surveyor and an accountant;
  - Read the conditions;
    Inspect the lot:
  - Inspect the lot,
    Carry out usual searches and make usual enquiries;
  - Clarry out usual searches and make usual enquines;
     Check the content of all available leases and other
  - documents relating to the lot; Have finance available for the deposit and purchase price;
  - Have infance available for the deposit and purchase price,
     Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent A5 buyer. A5

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

#### **Auction Conduct Conditions**

- A1 Introduction the auction conduct conditions apply wherever the lot is located
- A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
- A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

#### A2 Our role

- A2.1 As agents for each seller we have authority to:
  (a) prepare the catalogue from information supplied by or on behalf of each seller;
  (b) offer each lot for sale:
  - (c) sell each lot;
  - (d) receive and hold deposits;
  - (e) sign each sale memorandum; and
  - (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.
- A2.2 Our decision on the conduct of the auction is final.
- A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.
- A2.5 We may refuse to admit one or more persons to the auction without having to explain why
- A2.6 You may not be allowed to bid unless you provide such evidence of your identity and other information as we reasonably require from all bidders

#### A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- A3.2 We may refuse to accept a bid. We do not have to explain why.
- A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.
- A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

#### A4 The particulars and other information

- A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.
- A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

#### The contract

- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
   A5.3 You must before leaving the auction:
- (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
  (b) sign the completed sale memorandum; and
  (c) pay the deposit.
  A5.4 If you do not we may either:
  (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may

then have a claim against **you** for breach of contract; or (b) sign the **sale memorandum** on **your** behalf. A5.5 The deposit:

(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we acceed any other form of payment

(c) is to be held by us (or, at **our** option, the **seller's** conveyancer)

- A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A5.9 where we hold the deposit as stakeholder we are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

#### A6 Extra Auction Conduct Conditions A6.1 Despite any condition to the contrary:

(a) The minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit

(b) Sub-clause (a) of Auction Conduct Condition A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the seller unless expressly stated otherwise in the special conditions provided that where VAT would be chargeable on the deposit were it to be held as agent for the seller, the deposit will be held as stakeholder despite any contrary provision in any condition; and" (c) where the deposit is paid to us to be held as stakeholder, we may if we choose transfer all or part of it to the seller's conveyancer for them to hold as stakeholder in our place. Any part of the deposit not so transferred will be held by us as stakeholder.

- A6.2 The buyer will pay A Buyers Administration Fee will be payable on exchange, as specified on the property listing to us for each lot purchased at the auction, prior to auction or post auction in addition to the deposit.
- A6.3 The **buyer** will provide proof of identity and residency to us.
- A6.4 We may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge. Credit card payment is not allowed for payment of deposit.
- A6.5 We may refuse admittance to any person attending the auction. We do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
- A6.7 The Seller will not be under any obligation to remove any rubbish or other items whatsoever from the lot prior to completion of the purchase and the Buyer will not be allowed to delay completion or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the lot.

#### **General Conditions**

## Words in small capitals have the special meanings defined in the Glossary.

The general conditions (as we supplement or change them by any extra general conditions or addendum) are compulsory but may be disapplied or changed in relation to one or more lots by special conditions. The template form of sale memorandum is not compulsory but is to be varied only if we agree. The template forms of special conditions and schedules are recommended, but are not compulsory and may be changed by the seller of a lot

- G1 The lot
- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described 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 From the contract date the seller has no obligation to insure the lot and the buyer bears all risks of loss or damage unless (a) the lot is sold subject to a tenancy that requires the seller to insure the lot

(b) the **special conditions** require the **seller** to insure the **lot** G1.4 The **lot** is also sold subject to such of the following as may

affect it, whether they arise before or after the **contract** date and whether or not they are disclosed by the **seller** or are apparent from inspection of the lot or from the **documents**: (a) matters registered or capable of registration as local land charges;

 (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 (c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves; (f) outgoings and other liabilities;

(g) any interest which overrides, 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 From the contract date the seller has no obligation to insure the lot and the buyer bears all risks of loss or damage unless: (a) the lot is sold subject to a tenancy that requires the seller to insure the lot

(b) the special conditions require the seller to insure the lot;
(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 <b>special conditions</b> the <b>seller</b> sells with full title guarantee except that (and the <b>transfer</b> shall as any ide).		completion date but before completion give the other notice to complete within ten business days (excluding the date comulate the action is given making the action
		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 <b>buyer</b> ; and	G7.2 G7.3	the date on which the notice is given) making time of the essence. The person giving the notice must be <b>ready to complete</b> . If the <b>buyer</b> fails to comply with a notice to complete the <b>seller</b> may, without affecting any other remedy the <b>seller</b> has: (a) terminate the <b>contract</b> ;
		(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		<ul> <li>(b) claim the deposit and any interest on it if held by a stakeholder;</li> <li>(c) forfeit the deposit and any interest on it;</li> </ul>
(	G4.4	condition of the <b>lot</b> where the <b>lot</b> is leasehold property. The <b>transfer</b> is to have effect as if expressly subject to all	07.4	<ul> <li>(d) resell the lot; and</li> <li>(e) claim damages from the buyer.</li> </ul>
(	G4.5	matters subject to which the <b>lot</b> is sold under the <b>contract</b> . The <b>seller</b> does not have to produce, nor may the <b>buyer</b> object to or make a requisition in relation to, any prior or superior title even if it is referred to in the <b>documents</b> .	G7.4	If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has: (a) terminate the contract; and
(	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	G8	(a) enhance the deposit and any interest on it from the seller (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder. If the contract is brought to an end
		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 <b>conditions</b> apply.	ao	If the <b>contract</b> is lawfully brought to an end: (a) the <b>buyer</b> must return all papers to the <b>seller</b> and appoints the <b>seller</b> its agent to cancel any registration of the
	<b>35</b> 35.1	Transfer Unless a form of transfer is prescribed by the special		(b) the <b>seller</b> must return the deposit and any interest
		conditions: (a) the <b>buyer</b> must supply a draft <b>transfer</b> to the <b>seller</b> at		on it to the <b>buyer</b> (and the <b>buyer</b> may claim it from the stakeholder, if applicable) unless the <b>seller</b> is entitled to
		least ten <b>business days</b> before the <b>agreed completion</b> <b>date</b> and the engrossment (signed as a deed by the <b>buyer</b>	G9	forfeit the deposit under condition G7.3. Landlord's licence
		if <b>condition</b> G5.2 applies) five <b>business days</b> before that date or (if later) two <b>business days</b> after the draft has been	G9.1	Where the <b>lot</b> is or includes leasehold land and licence to assign is required this <b>condition</b> G9 applies.
		approved by the <b>seller</b> ; and (b) the <b>seller</b> must approve or revise the draft <b>transfer</b> within	G9.2	The <b>contract</b> is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully
(	<b>3</b> 5.2	five <b>business days</b> of receiving it from the <b>buyer</b> . If the <b>seller</b> remains liable in any respect in relation to the <b>lot</b> (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against	G9.3	requires. 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
(	35.3	that liability. The seller cannot be required to transfer the lot to anyone		(a) use all reasonable endeavours to obtain the licence at the
	G5.4	where the <b>special conditions</b> state that the <b>seller</b> is to grant a new lease to the <b>buyer</b> .		(b) enter into any authorised guarantee agreement properly required.
		(a) the <b>conditions</b> are to be read so that the <b>transfer</b> refers to the new lease, the <b>seller</b> to the proposed landlord and the <b>buyer</b> to the proposed tenant;	G9.5	The <b>buyer</b> must: (a) promptly provide references and other relevant information; and
		(b) the form of new lease is that described by the <b>special</b> conditions; and	G9.6	(b) comply with the landlord's lawful requirements. If within three months of the contract date (or such longer
		(c) the <b>seller</b> is to produce, at least five <b>business days</b> before the <b>agreed completion date</b> , the engrossed counterpart lease, which the <b>buyer</b> is to sign and deliver to		period as the <b>seller</b> and <b>buyer</b> agree) the licence has not been obtained the <b>seller</b> or the <b>buyer</b> may (if not then in breach of any obligation under this <b>condition</b> G9) by notice
0	<b>G</b> 6	the seller on completion. Completion		to the other terminate the <b>contract</b> at any time before licence is obtained. That termination is without prejudice
(	G6.1	<b>Completion</b> is to take place at the offices of the <b>seller's</b> conveyancer, or where the <b>seller</b> may reasonably require,		to the claims of either <b>seller</b> or <b>buyer</b> for breach of this <b>condition</b> G9.
		on the <b>agreed completion date</b> . The <b>seller</b> can only be required to complete on a <b>business day</b> and between the	<b>G10</b> G10.1	Interest and apportionments If the actual completion date is after the agreed
(	G6.2	hours of 0930 and 1700. The amount payable on <b>completion</b> is the balance of the <b>price</b> adjusted to take account of apportionments plus (if applicable) <b>VAT</b> and interest.		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
(	36.3	Payment is to be made in pounds sterling and only by: (a) direct transfer to the <b>seller's</b> conveyancer's client account; and	G10.2	completion date. Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the
(	36.4	(b) the release of any deposit held by a stakeholder. 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		seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
		of the <b>price</b> is unconditionally received in the <b>seller's</b> conveyancer's client account.	G10.3	Income and outgoings are to be apportioned at actual completion date unless:
(	36.5	If <b>completion</b> takes place after 1400 hours for a reason other than the <b>seller's</b> default it is to be treated, for the purposes of apportionment and calculating interest, as if it		<ul> <li>(a) the <b>buyer</b> is liable to pay interest; and</li> <li>(b) the <b>seller</b> has given notice to the <b>buyer</b> at any time up to <b>completion</b> requiring apportionment on the date from which</li> </ul>
(	G6.6	had taken place on the next <b>business day.</b> Where applicable the <b>contract</b> remains in force following		interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date
	<b>37</b> 37.1	completion. Notice to complete The seller or the buyer may on or after the agreed	G10.4	from which interest becomes payable by the <b>buyer</b> . Apportionments are to be calculated on the basis that: (a) the <b>seller</b> receives income and is liable for outgoings for
				.,

- The seller or the buyer may on or after the agreed G7.1

the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G10.5 if a payment due from the buyer to the seller on or after completion is not paid by the due date, the buyer is to pay interest to the seller at the interest rate on that payment from the due date up to and including the date of payment.
 G11 Arrears

#### Part 1 Current rent

- G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

#### Part 2 Buyer to pay for arrears

- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**. G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

#### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:
 (a) so state; or

(b) give no details of any arrears.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

 (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

#### G12 Management

- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and: (a) the seller must comply with the buyer's reasonable

requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability; (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

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

- G13.1 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.
 C15.4 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 completion. 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 G21 Environmental G21 1 the lot G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the G21.2 buver'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. G164 The seller and buver 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 the lot. (b) to submit the value specified in the special conditions G22 to HM Revenue and Customs for the purposes of their G22.1 respective capital allowance computations. G17 Maintenance agreements G22.2 G17 1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance G22.3 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 each tenant: G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and received: 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 G22.4 of qualifying tenants has not accepted the offer. shows that: 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. account: 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; (arrears) applies. 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 G22.6 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 G23. Rent reviews 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

(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.

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

- 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

#### Service Charge

- This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- No apportionment is to be made at completion in respect of service charges.
- 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

(c) any amounts due from a tenant that have not been

(d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

In respect of each tenancy, if the service charge account

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

(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

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.

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

G23.1 This condition G23 applies where the lot is sold subject

to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly: (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and (b) use all reasonable endeavours to substitute the buyer for
- the seller in any rent review proceedings. G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

#### G24 Tenancy renewals

- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must: (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

#### G25 Warranties

- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must: (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:

(a) hold the warranty on trust for the buyer; and (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

#### G26 No assignment

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

#### G27 Registration at the Land Registry

- This condition G27.1 applies where the lot is leasehold and G27.1 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. 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 **buver's** new title: and (c) join in any representations the seller may properly make to Land Registry relating to the application. G28 Notices and other communications All communications, including notices, must be in writing. G28.1 Communication to or by the seller or the buyer may be given to or by their conveyancers. G28.2 A communication may be relied on if: (a) delivered by hand; or (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day. A communication is to be treated as received:
- G28.3 (a) when delivered, if delivered by hand; or (b) when personally acknowledged, if made electronically: but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29 Contracts (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999. G30 **Extra General Conditions** 
  - The following general conditions are to be treated as being amended as follows:
- G17.2 the word "actual" shall be replaced by the word "agreed"
- G25.3 (b) the words "or cost" shall be added at the end.

## **Property auctions**

### 🖻 0800 090 2200 | @ auction@bjbmail.com

Suite 1, Albion House, No.2 Etruria Office Village, Forge Lane, Festival Park, Stoke-on-Trent, ST1 5RQ

In association with:

