

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

Monday 25th March, 2024 6.30pm start

Property auctions dates

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

Auction Dates Closing Date For Entries

29th April 22nd March
03rd June 26th April
08th July 31st May
09th September 26th July

21st October 13th September 25th November 18th October

Freehold & Leasehold Lots offered in conjunction with...







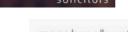














Hibberts LLP Solicitors



tinsdillsolicitors





The region's number 1 property auctioneer butters john bee



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

Auction is the quickest and easiest way to buy and sell property in today's modern property market, the increasing popularity of online bidding means you can buy and sell with us anywhere nationwide. Throughout 2022 our sales have gone from strength to strength and we continue to push the boundary further working with Darlows, Haybrook and haart part of our wider group, meaning greater nationwide cover.

Whether buying or selling you're in safe hands, our award winning Auction Dept. is backed by a network of Residential offices, Area Partners, and dedicated Commercial and Land & New Homes teams, so you can be sure you are getting the best specialist advice and expert local knowledge from one of our property professionals based in the area.

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 £1,000) 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.

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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 25th March 2024 at 6.30pm

- 1 94 Century Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5HX
- 2 57 Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire, ST6 5LP
- 3 47a Poplar Close, Stone, Staffordshire, ST15 0JB
- 4 45 Walton Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5PH
- 5 179 Edleston Road, Crewe, Cheshire, CW2 7HR
- 6 Land at Hatherton Road, Penkridge, Stafford, Staffordshire, ST19 5BE
- 7 1 Boundary Street, Northwich, Cheshire, CW9 7NG
- 8 11 Laski Crescent, Meir, Stoke-on-Trent, Staffordshire, ST3 6LW
- 9 60 Roberts Avenue, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9ES
- 10 Apartment 42, The Arcadian 70 Hurst Street, Birmingham, B5 4TD
- 11 34 Bank Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5HW
- 12 Flat 6, The Keep, 28 Sandringham Road, Peterborough, PE4 6BH
- 13 Land at Whitehill Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4DT
- 14 Former Chester Road Methodist Church Chester Road, Winsford, Cheshire, CW7 2NG
- 15 7 New Street, Elworth, Sandbach, Cheshire, CW11 3JF
- 16 321 Harborough Avenue, Sheffield, S2 1UW
- 17 Land at Station Road, Norton Bridge, Stone, ST15 0NT
- 18 Land at Third Avenue, Kidsgrove, Stoke-On-Trent, Staffordshire, ST7 1BY
- 19 35a & 35b Church Street, Church Gresley, Swadlincote, Derbyshire, DE11 9NP
- 20 Apartment 9 Bovey Court, St Austins Lane, Warrington, WA1 1HE
- 21 8 Boughey Road, Bignall End, Stoke-on-Trent, Staffordshire, ST7 8PR
- 22 56 Thistleberry Avenue, Newcastle-under-Lyme, Staffordshire ST5 2LT
- 23 Yew Tree Cottage Eaton Lane, Cotebrook, Tarporley, Cheshire, CW6 9DP
- 24 Land at Broom Lane, Levenshulme, Manchester, M19 3LZ
- 25 Flat 527b King Street, Longton, Stoke-on-Trent, Staffordshire, ST3 1HD
- 26 Flat 527c King Street, Longton, Stoke-on-Trent, Staffordshire, ST3 1HD
- 27 Flat 14, 134 London Road, Newcastle-under-Lyme, Staffordshire, ST5 1FJ
- 28 Land at Knutsford Road, Grappenhall, Warrington, WA4 3LA
- 29 The Cottage Bickford, Penkridge, Staffordshire, ST19 5QJ



- 30 Apartment 81 Watling Gardens, Dunstable, Bedfordshire, LU6 3FD
- 31 1 Gitana Street, Hanley, Stoke-on-Trent, Staffordshire ST1 1DY
- 32 Land at Old Middlewich Road, Sandbach, Cheshire, CW11 1DP
- 33 16 Windsor Road, King's Lynn, Norfolk, PE30 5PL
- 34 15 Hillfield, Frodsham, Cheshire, WA6 6DA
- 35 69 Weston Road, Meir, Stoke-on-Trent, Staffordshire, ST3 6AB
- 36 Land at Leek Road/Hamps Valley Road, Waterhouses, Staffordshire, ST10 3LJ
- 37 11a High Street, Cheadle, Stoke-on-Trent, Staffordshire ST10 1AA
- 38 Land at Liverpool Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4EY
- 39 60 Ridgehill Avenue, Sheffield S12 2GP
- 40 Land at Glebe Street, Wellington, Telford, Shropshire, TF1 1JP
- 41 Land at Greenway Place, Abbey Hulton, Stoke-On-Trent, Staffordshire, ST2 8DR
- 42 202 Hednesford Road, Cannock, Staffordshire, WS12 3DZ
- 43 Land at High Street, Alsagers Bank, Audley, Newcastle-under-Lyme, Staffordshire, ST7 8BO
- 44 Parking Area North/West of Railway Passage, Longton, Stoke-on-Trent, Staffordshire ST3 1BY
- 45 46 Oldcastle Avenue, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8HF
- 46 Apartment 69 Ambassador Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 3DN
- 47 127 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LY
- 48 Apartment 36 Delamere Court, Crewe, Cheshire, CW1 2JB
- 49 1155 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6AR
- 50 241 Ruskin Road, Crewe, Cheshire, CW2 7JY
- 51 45 Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1BY
- 52 Flat 24 Tollgate Court, Blurton, Stoke-on-Trent, Staffordshire, ST3 3BH

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)

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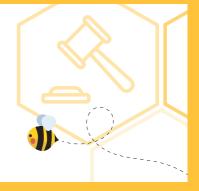
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- 13 Land at Whitehill Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4DT
- 33 16 Windsor Road, King's Lynn, Norfolk, PE30 5PL

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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.

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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.





94 Century Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5HX



- Mid-terrace house
- Three bedrooms
- GF fire damage
- In need of renovation & repair
- Freehold
- Potential yield approx. 14% p/a
- Council Tax Band A
- EPC D

Legal Representative

Rachel Byles

Woolliscrofts Solicitors

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

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







57 Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire, ST6 5LP

Scan or Click for further informatio about this property



- End-townhouse
- Three bedrooms
- Extended
- Modern throughout
- Garage & off road parking
- Freehold
- Potential yield approx. 11% p/a
- Council Tax Band A
- EPC C

Legal Representative

TBC

To apply contact:

Kidsgrove bjb

- T 01782 784 442
- E kidsgrove@bjbmail.com







47a Poplar Close, Stone, Staffordshire, ST15 0JB

Scan or Click for further information about this property



- First floor flat
- Two bedrooms
- In need of renovation and repair
- Leasehold
- Potential yield approx. 12% p/a
- Council Tax Band A
- EPC F

Legal Representative

TBC

To apply contact:

Stafford bjb

- T 01785 246000
- E stafford@bjbmail.com



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45 Walton Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5PH

Scan or Click for further information about this property



- Maisonette with balcony
- Two bedrooms
- Tenant soon to be vacating
- Freehold
- Potential yield approx. 11% p/a
- Council Tax Band A
- EPC D

Legal Representative

Tracy Wilcox

Goddard Dunbar Solicitors

- ⊤ 01782 284320
- E Tracy.wilcox@goddarddunbar.co.uk

To apply contact:

Newcastle bib

- T 01782 622155
- E newcastle@bjbmail.com







179 Edleston Road, Crewe, Cheshire, CW2 7HR

Scan or Click for further information about this property



- End-terrace property
- Three self-contained flats
- All one bedroom
- Modern well presented
- Freehold
- Potential yield approx. 20%
- Council Tax Band A
- EPC D

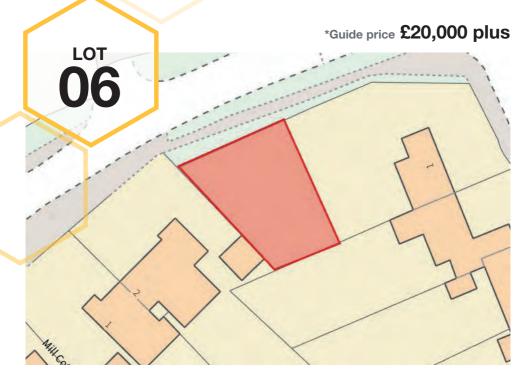
Legal Representative

TBC

To apply contact:

Crewe bib

- T 01270 213541
- E crewe@bjbmail.com







Land at Hatherton Road, Penkridge, Stafford, Staffordshire, ST19 5BE

Scan or Click for further informatio about this property



- Vacant Amenity Land
- Area: 0.05 Acre (235m2)
- Potential for alternative uses STPP
- Freehold
- EPC N/A

Legal Representative

Adrian Hindmarsh

- Partridge Allen
 T 01922 452860
- E adrianhindmarsh@partridgeallen.co.uk

To apply contact:

Land & New Homes bjb

- T 01782 211147
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1 Boundary Street, Northwich, Cheshire, CW9 7NG

Scan or Click for further informatio about this property



- End-terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Potential rental yield approx. 10% p/a
- Council Tax Band A
- EPC D

Legal Representative

Natalie Meadows

Moss Haselhurst

- T 01606 47301
- E natalie.meadows@mosshaselhurst.co.uk

To apply contact:

Northwich bjb

- T 01606 352888
- E Northwich@bjbmail.com







11 Laski Crescent, Meir, Stoke-on-Trent, Staffordshire, ST3 6LW

Scan or Click for further information about this property



- Semi-detached house
- Two bedrooms
- In need of modernisation
- Freehold
- Potential Yield approx. 10%
- Council Tax Band A
- EPC D

Legal Representative

Ian Ashley

Chesworths

- T 01782 599992
- E ianashley@chesworths.co.uk

To apply contact:

Longton bjb

- T 01782 594777
- E longton@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.

60 Roberts Avenue, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9ES





- Mid-townhouse
- Two bedrooms
- In need of modernization
- Gardens front & rear
- Freehold
- Potential yield approx. 9%
- Council Tax Band A
- EPC C

Legal Representative

Gagandeep Kaur

Anthony Collins Solicitors

- T 0121 200 3242
- E Gagandeep.Kaur@anthonycollins.com

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- E newcastle@bjbmail.com







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Apartment 42, The Arcadian, 70 Hurst Street, Birmingham, B5 4TD

Scan or Click for further informatio about this property



- Sixth floor apartment
- Two bedrooms
- Currently tenanted at £12,300 p/a
- Allocated parking
- Leasehold
- Council Tax Band D
- EPC C
- Buyers Admin Fee £1,500 + vat on this Lot

Legal Representative

Thomas Mclaughlin DWF Solicitors

- ⊤ 028 9023 0230
- E Tomas.McLaughlin@dwf.law

To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com



34 Bank Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5HW

Scan or Click for further informatio about this property



- End-terrace house
- Three bedrooms
- Currently let @ £6,000 p/a
- 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



Flat 6, The Keep, 28 Sandringham Road, Peterborough, PE4 6BH

Scan or Click for further information about this property



- First floor apartment
- Two bedrooms
- In need of modernisation
- Allocated parking
- Leasehold
- Potential yield approx. 10% p/a
- Council Tax Band A
- EPC B
- Buyers Admin Fee £1,500 + vat on this Lot

Legal Representative

Joanne Carole

Ascent

- **T** 0370 1500 100
- E PropertySales@ascent.co.uk

To apply contact:

Auction bjb

- T 01782 211180
- E auction@bjbmail.com







Land at Whitehill Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4DT

Scan or Click for further informatio about this property



- Residential development site
- Area: 0.15 Acre (607 m²)
- Outline Planning for
- Two x 2 bedroom semi-detached
- One x 2 bedroom detached
- Planning Ref: 23/00132/OUT
- Freehold
- EPC N/A

Legal Representative

Clive Roberts

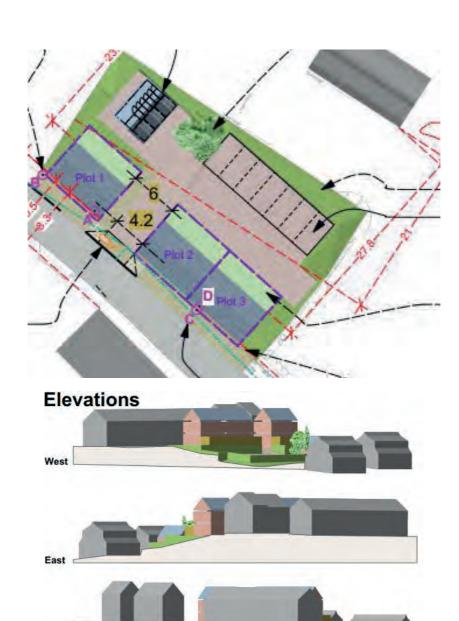
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- T 0161 485 8131
- E clive@minahan-hirst.co.uk

To apply contact:

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









There is an Overage clause applicable on this property, please see legal pack for further details.

Former Chester Road Methodist Church, Chester Road, Winsford, Cheshire, CW7 2NG





- Former Church premises
- TFA 1,594 sq.ft (148.05 sq.m)
- Possible re-development
- Suitable for many uses STPP
- EPC -N/A

Legal Representative

Joanne Russell Sintons LLP

- T 0191 226 7841
- E joanne.russell@sintons.co.uk

To apply contact:

Commercial bib

- T 01782 212201
- E commercial@bjbmail.com







7 New Street, Elworth, Sandbach, Cheshire, CW11 3JF

Scan or Click for further information about this property



- Mid-terrace house
- Two bedrooms
- FF Bathroom
- Currently Tenanted
- Freehold
- Council Tax Band B
- EPC D

Legal Representative

Rachel Latham

Step Legal

- T 01782 651144
- E rachellatham@steplegal.co.uk

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- T 01270 768919
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321 Harborough Avenue, Sheffield, S2 1UW

Scan or Click for further information about this property



- Mid-townhouse
- Three bedrooms
- In need of modernization
- Garden to the rear
- Freehold
- Potential yield approx. 9%
- Council Tax Band A
- EPC-TBC

Legal Representative

Wendy Jackson

Norrie waite & Slater

- T 0114 276 6166
- E wendy@norrie-waite.com

To apply contact:

Gleadless Haybrook

- T 0114 264 6302
- E Gleadless@haybrook.com





Land at Station Road, Norton Bridge, Stone, Staffordshire, ST15 0NT

Scan or Click for further informatio about this property



- Currently used as a Paddock
- Site Area: 1.77 Acres
- Located r/o former Railway Inn pub
- · Adjoins existing housing/play area
- Potential for development STPP
- Located in boundary of Stafford Borough Council
- Freehold
- PC N/A

Legal Representative

Samuel Iwanier

Bude Natahn Iwanier

- **T 020 8209 2482**
- E si@bnilaw.co.uk

To apply contact:

Land & New Homes bjb

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











Land at Third Avenue, Kidsgrove, Stoke-On-Trent, Staffordshire, ST7 1BY

Scan or Click for further informatio about this property



- Residential development site
- Area: 0.32 Acre (1301m2)
- Full planning for 4 semi-detached houses
- Planning Ref: 21/00783/FUL
- Freehold
- EPC N/A

Legal Representative

Catherine Griffiths

Charltons Solicitors

- T 01782 914037
- E Catherine@charltonssolicitors.co.uk

To apply contact:

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



^{*} Guide/reserve price definitions can be found on page 7

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35a & 35b Church Street, Church Gresley, Swadlincote, Derbyshire, DE11 9NP

Scan or Click for further informatio about this property



- Mixed use double fronted property
- Over three floors
- GF former retail, with swimming pool
- FF residential flat with conservatory
- In need of modernisation
- Freehold
- Council Tax Band A/B
- EPC E
- Buyers Admin Fee £1,500 + vat on this Lot

Legal Representative

Nicole Millard Sharp

Moore Barlow

- T 0238 2025015
- E lender@moorebarlow.com

To apply contact:

Commercial bib

- T 01782 212201
- E commercial@bjbmail.com







Apartment 9 Bovey Court, St Austins Lane, Warrington, WA1 1HE

Scan or Click for further information about this property



- Modern apartment
- Two bedrooms
- Currently tenanted @£9,000 p/a
- Allocated parking
- Leasehold
- Council Tax Band C
- EPC C

Legal Representative

Kerry Dundas

Dundas Law

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

To apply contact:

Crewe bib

- T 01270 213541
- E crewe@bjbmail.com







8 Boughey Road, Bignall End, Stoke-on-Trent, Staffordshire, ST7 8PR

Scan or Click for further informatio about this property



- Extended detached bungalow
- Three bedrooms
- In need of modernisation
- Driveway & gardens
- Freehold
- Potential yield approx. 6% p/a
- Council Tax Band C
- EPC D

Legal Representative

Rachel Byles

Woolliscrofts

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

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E: kylemellor@bjbmail.com

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56 Thistleberry Avenue, Newcastle-under-Lyme, Staffordshire ST5 2LT

Scan or Click for further information about this property



- Mixed use mid-terrace
- Ground floor retail
- FF one bedroom flat
- Both vacant
- Potential for loft conversion
- Rear Garden
- Popular location
- Freehold
- Council Tax Band A
- EPC C

Legal Representative

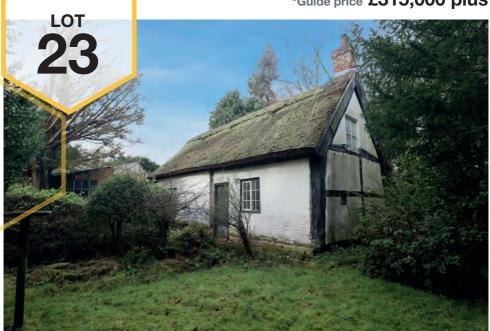
TBC

To apply contact:

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- T 01782 212201
- E commercial@bjbmail.com

*Guide price £315,000 plus







Yew Tree Cottage, Eaton Lane, Cotebrook, Tarporley, Cheshire, CW6 9DP

about this



- Grade II listed detached cottage
- Two bedrooms
- Many period features
- In need of modernisation
- Full planning to extend
- Freehold
- Council Tax Band F
- **EPC TBC**

Legal Representative

Joy Crawford

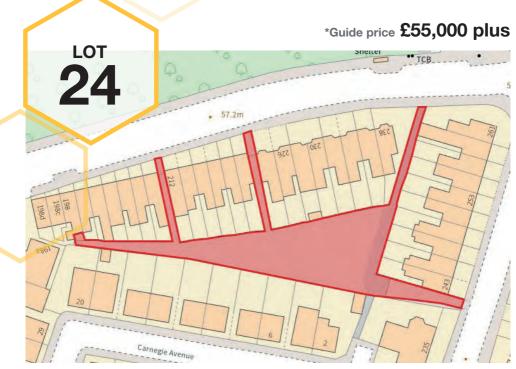
Longespe & Co Solicitors

- T 0161 236 9403
- E joy@longespe-solicitors.com

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com







Land at Broom Lane, Levenshulme, Manchester, M19 3LZ

Scan or Click for further informatio about this property



- Vacant land
- Area: 0.29 Acre (1182 m2)
- Currently used for car storage
- Potential for alternative uses STPP
- Freehold
- EPC N/A

Legal Representative

Mohammed Suleman

Sandhill Solicitors

- T 0161 249 2280
- E suleman@sandhillsolicitors.co.uk

To apply contact:

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





The prospective purchaser must erect a fire escape system at the rear of the premises within 12 months of purchase, the Property cannot be Let to a third party until these works are carried out as there is no fire safety certificate currently in place

Flat 527b King Street, Longton, Stoke-on-Trent, Staffordshire, ST3 1HD

Scan or Click for further information about this property



- Second floor flat
- Two bedrooms
- In need of modernisation
- Leasehold
- Potential Yield approx. 10%
- Council Tax Band A
- EPC D

Legal Representative

Ian Ashlev

Chesworths

- ⊤ 01782 599992
- E ianashley@chesworths.co.uk

To apply contact:

Longton bjb

- T 01782 594777
- E longton@bjbmail.com





The prospective purchaser must erect a fire escape system at the rear of the premises within 12 months of purchase, the Property cannot be Let to a third party until these works are carried out as there is no fire safety certificate currently in place.

Flat 527c King Street, Longton, Stoke-on-Trent, Staffordshire, ST3 1HD

Scan or
Click for
further
information
about this
property



- Second floor flat
- Two bedrooms
- In need of modernisation
- Leasehold
- Potential Yield approx. 10%
- Council Tax Band A
- EPC D

Legal Representative

lan Ashley

Chesworths

- T 01782 599992
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Flat 14, 134 London Road, Newcastle-under-Lyme, Staffordshire, ST5 1FJ

Click for further information about this property



- GF Studio apartment
- One bedroom
- · For hospital staff only
- Leasehold
- Potential yield approx. 11% p/a
- Council Tax Band A
- EPC TBC

Legal Representative

Kerry Dundas

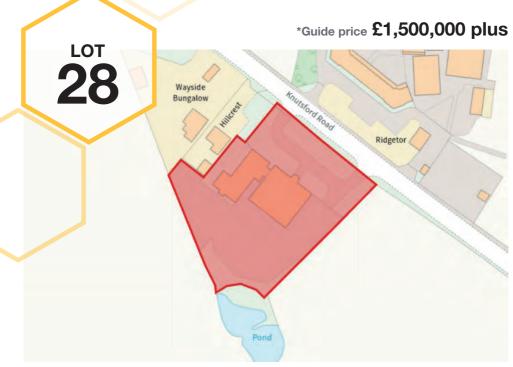
Dundas Law

- ⊤ 01782 528338
- E kerry@dundaslaw.co.uk

To apply contact:

Newcastle bib

- T 01782 622155
- E newcastle@bjbmail.com







Land at Knutsford Road, Grappenhall, Warrington, WA4 3LA

- Former stand-alone office block
- Site Area: 1.27 Acre (0.51 ha)
- Full PP 10 contemporary designed houses
- Surrounded by open countryside
- Excellent for commuting
- 1 mile from village centre, M6/M56/A50
- GDV Circa, £6.4m
- Freehold
- PPC E

Legal Representative

Simon Hale

Ellis-Fermor & Negus

- T 0115 922 1591
- E s.hale@ellis-fermor.co.uk

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E investorservicesteam@spicerhaart.co.uk









The Cottage, Bickford, Penkridge, Staffordshire, ST19 5QJ

Scan or Click for further information about this property



- Detached cottage
- Three bedrooms
- In need of renovation and repair
- Large garden
- Rural location
- Freehold
- Potential yield approx. 5% p/a
- Council Tax Band E
- EPC G

Legal Representative

Kerry Dundas

Dundas Law

- T 01782 528338
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Apartment 81 Watling Gardens, Dunstable, Bedfordshire, LU6 3FD

Click for further informatio about this property



- Upper floor apartment
- Two bedrooms
- In need of modernisation
- Allocated parking
- Leasehold
- Council Tax Band B
- EPC C
- Buyers Admin Fee £1,500 + vat on this Lot

Legal Representative

Deborah Goodall

Aberdine Considine Solicitors

- **T 0191 607 8478**
- E dgoodall@acandco.com

To apply contact:

Auction bjb

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- E auction@bjbmail.com







1 Gitana Street, Hanley, Stoke-on-Trent, Staffordshire ST1 1DY

Scan or Click for further information about this property



- 3 storey office premises
- Hanley Town location
- NIA: 2,606 sq ft
- Warehouse
- Toilet facilities & shower room
- Two built in safe rooms
- Freehold
- EPC TBC

Legal Representative

Kirsty Adams

Nelson Law

- T 0116 2146677
- E Kirsty.Adams@nelsonslaw.co.uk

To apply contact:

Commercial bib

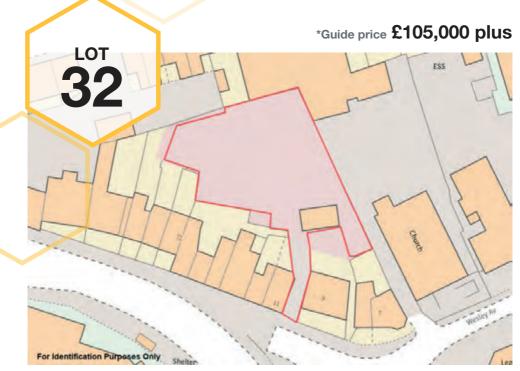
- T 01782 212201
- E commercial@bjbmail.com















Land at Old Middlewich Road, Sandbach, Cheshire, CW11 1DP

Scan or Click for further informatio about this property



- Residential development site
- Site Area: 0.19 Acre (768 m2)
- Town centre location
- PP granted for Apartments in 2016
- Planning Ref: 15/3379C & 19/0349C
- Freehold
- EPC N/A

Legal Representative

Abdi Ebrahimi

Tinsdills

- T 01782 652331
- E abdi.ebrahimi@tinsdills.co.uk

To apply contact:

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16 Windsor Road, King's Lynn, Norfolk, PE30 5PL

Scan or Click for further information about this property



- Mid-terrace house
- Three/four bedrooms
- Well-presented interior
- Freehold
- Potential yield approx. 6%
- Council Tax Band C
- EPC-E

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

Kings Lynn haart

- T 01553 615991
- E KingsLynnHRT@spicerhaart.co.uk







15 Hillfield, Frodsham, Cheshire, WA6 6DA

Scan or Click for further informatio about this property



- Detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Potential rental yield approx. 6% p/a
- Council Tax Band E
- EPC D

Legal Representative

TBC

Butcher & Barlow Solicitors

- T 0161 764 4062
- E fisherwood@butcher-barlow.co.uk

To apply contact:

Northwich bjb

- T 01606 352888
- E Northwich@bjbmail.com







69 Weston Road, Meir, Stoke-on-Trent, Staffordshire, ST3 6AB

Scan or Click for further information about this property



- Prominent corner retail premises
- First floor living accommodation
- In need of modernisation/re-fitting
- Main road location, close to A50
- Sales area 852 Sq ft
- Ancillary storage 874 Sq ft
- Freehold with vacant possession
- EPC C

Legal Representative

Alva Yasmin

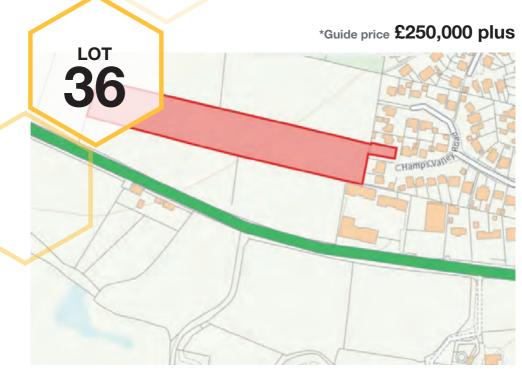
Setfords Law

- T 0330 058 4012
- E ayasmin@setfords.co.uk

To apply contact:

Commercial bib

- ⊤ 01782 212201
- E commercial@bjbmail.com







Land at Leek Road/Hamps Valley Road, Waterhouses, Staffordshire, ST10 3LJ





- Agricultural land/paddock
- Site Area: 2.97 Acres (1.20 Ha)
- Part allocated for development
- Staffs Moorlands District Council
- Potential for 15 Dwellings
- Also potential single plot off Hamps Valley Rd
- Freehold
- EPC N/A

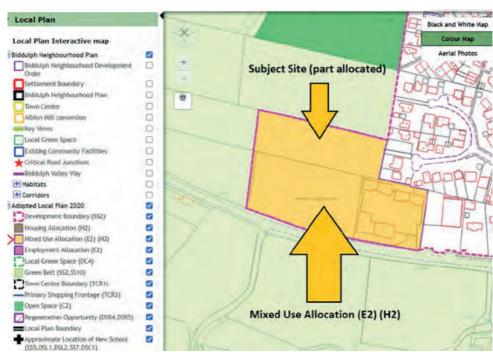
Legal Representative

Hannah Stazaker Goddard Dunbar

- ⊤ 01782 284320
- E Hannah.Stazaker@goddarddunbar.co.uk

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11A High Street, Cheadle, Stoke-on-Trent, Staffordshire ST10 1AA

Scan or Click for further information about this property



- Two storey retail premises
- Town Centre location
- Current income £5,400 p/a
- · Potential for rental growth
- Shared private car park to the rear
- 1062 Sq ft (98.66 Sq m)
- Freehold
- EPC D

Legal Representative

Ian Ashlev

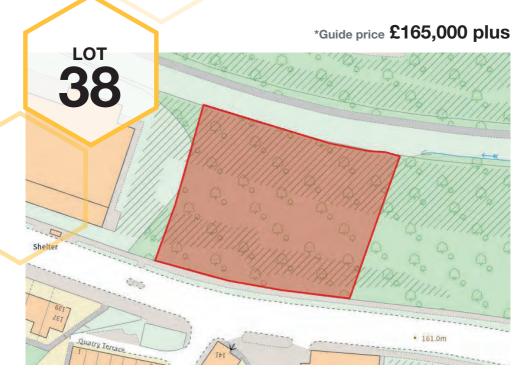
Chesworths Solicitors

- T 01782 599992
- E ianashley@chesworths.co.uk

To apply contact:

Commercial bjb

- T 01782 212201
- E commercial@bjbmail.com







Land at Liverpool Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4EY

Scan or Click for further information about this property



- Residential Development Site
- Site Area: 0.71 Acre (2873 m2)
- Full planning consent for 7 houses
- Planning Ref: 22/00964/FUL
- Freehold
- EPC N/A

Legal Representative

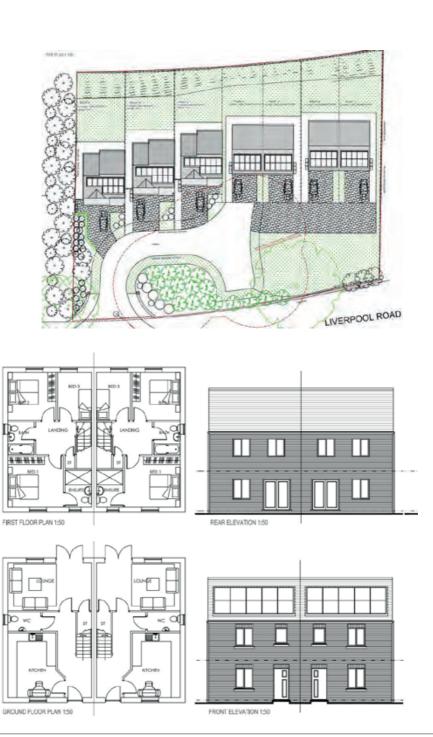
Paul Roberts

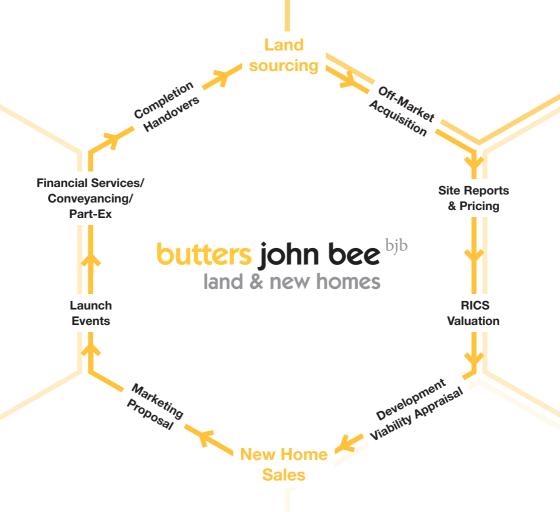
Clarkes Law

- ⊤ 01952 287110
- E paul.roberts@clarkeslaw.co.uk

To apply contact:

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





For a no obligation discussion please contact:

Carlos Hernandez

Regional New Homes Sales Manager Director Residential Land

- **T 07741 152287**
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- PaulBeardmore@bjbmail.com

Alexander Djukic BSc. MSc.

Graduate Surveyor

- T 01782 211147
- alexdjukic@bjbmail.com







60 Ridgehill Avenue, Sheffield, S12 2GP

Scan or Click for further information about this property



- Semi-detached house
- Three bedrooms
- In need of modernisation
- Generous corner plot
- Freehold
- Potential yield approx. 8%
- Council Tax Band A
- EPC-E

Legal Representative

TBC

Irwin Mitchell

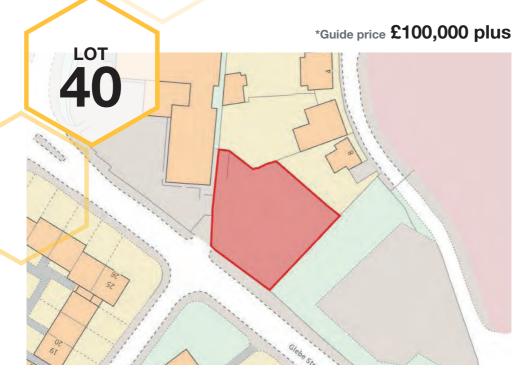
T 0114 276 7777

E TBC

To apply contact:

Gleadless Haybrook

- T 0114 264 6302
- E Gleadless@haybrook.com







Land at Glebe Street, Wellington, Telford, Shropshire, TF1 1JP

Scan or Click for further informatio about this property



- Residential Development Site
- Area: 0.2 Acre (841 m2)
- Outline PP for the erection of 8 Apartments
- Planning REF: TWC/2023/0713
- Freehold
- EPC N/A

Legal Representative

Sunil Shingadia

Wadsworths Solicitors

- T 0121 745 8550
- E sshingadia@wadsworthslaw.co.uk

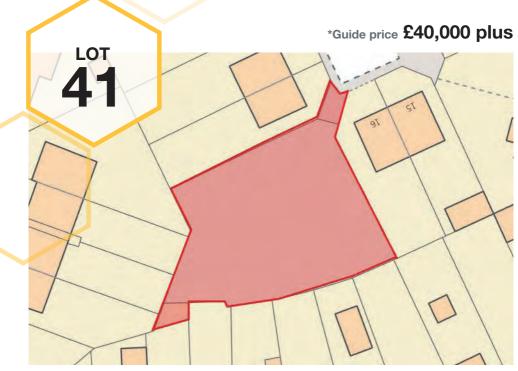
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^{*} Guide/reserve price definitions can be found on page 7







Land at Greenway Place, Abbey Hulton, Stoke-On-Trent, Staffordshire, ST2 8DR

Scan or Click for further information about this property



- Residential Development Site
- Area: 0.06 Acre (577m2)
- Planning consent for 2 houses
- Planning Ref: 67892/FUL
- Freehold
- EPC N/A

Legal Representative

TBC

Setfords London

- T 020 3829 5557
- E info@setfords.co.uk

To apply contact:

Land & New Homes bjb

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







202 Hednesford Road, Cannock, Staffordshire, WS12 3DZ

Scan or Click for further information about this property



- Detached house
- Three bedrooms
- Generous accommodation
- Garden to the rear
- Freehold
- Potential yield approx. 5%
- Council Tax Band C
- EPC C

Legal Representative

Jessica Cooksev

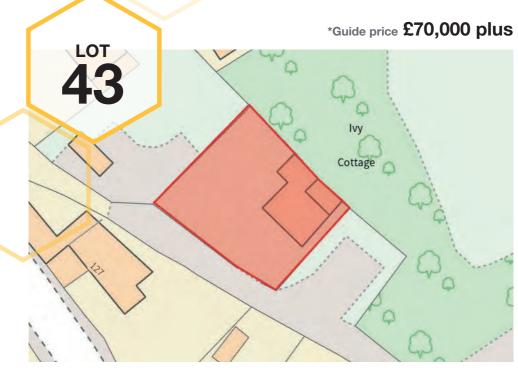
Enoch Evans Solicitors

- ⊺ 01543 466941
- E jsc@enoch-evans.co.uk

To apply contact:

Cannock bjb

- T 01543 500030
- E cannock@bjbmail.com







Land at High Street, Alsagers Bank, Audley, Newcastle-under-Lyme, Staffordshire, ST7 8BQ

pro

Click for

about this



- Residential Development Site
- Area: 0.08 Acre (336m2)
- Derelict period cottage
- Outline planning for replacement dwelling
- Planning Ref: 23/00103/OUT
- Freehold
- EPC N/A

Legal Representative

Emily Granville

Poole Alcock Solicitors

- T 01606 539965
- E emily.granville@poolealcock.co.uk

To apply contact:

Land & New Homes bjb

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









Parking Area North/West of Railway Passage, Longton, Stoke-on-Trent, Staffordshire ST3 1BY

- Land for vehicle parking
- Approx 35.61 sq m (383 sq ft)
- Close to town centre
- Freehold
- EPC N/A

Legal Representative

Ray Basnett

Woolliscrofts

- T 01782 204000
- E rbasnett@woolliscrofts.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

46 Oldcastle Avenue, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8HF





- Mid-townhouse
- Three bedrooms
- In need of modernisation
- Freehold
- Potential yield approx. 8%
- Council Tax Band A
- EPC C

Legal Representative

Gagandeep Kaur

Anthony Collins Solicitors

- ⊤ 0121 200 3242
- E Gagandeep.Kaur@anthonycollins.com

To apply contact:

Newcastle bjb

- T 01782 622155
- E newcastle@bjbmail.com





Apartment 69 Ambassador Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 3DN

Scan or Click for further informatio about this property



- First floor flat
- One bedroom
- Currently Let at £6,000 p/a
- Close to City Centre
- Leasehold
- Council Tax Band A
- EPC C

Legal Representative

Sophie Ellis

Beswicks

- T 01782 205000
- E sophie.ellis@beswicks.com

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







127 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LY

Scan or Click for further informatio about this property



- Mature mid-terrace
- Two bedrooms
- Rear garden
- Freehold
- Potential yield approx. 10% p/a
- Council Tax Band A
- EPC TBC

Legal Representative

Adele Baskerville

Ann McCabe Solicitors

- ⊤ 01782 627589
- E adele@annmccabe.co.uk

To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com









Apartment 36 Delamere Court, Crewe, Cheshire, CW1 2JB

Scan or Click for further information about this property



- First floor flat
- Two bedrooms
- Currently Tenanted
- Allocated parking
- Leasehold
- Council Tax Band B
- EPC C

Legal Representative

Kerry Dundas

Dundas Law

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

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com







1155 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6AR

Scan or Click for further information about this property



- Mid-terrace house
- Kitchen & cellar
- One bedroom, FF wet room
- In need of modernisation
- New GCH and Upvc DG
- Freehold
- Potential yield approx. 18% p/a
- 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

*Guide price £99,000 plus







241 Ruskin Road, Crewe, Cheshire, CW2 7JY

Scan or Click for further information about this property



- End-townhouse
- Three bedrooms
- In need of modernisation
- Generous accommodation
- Freehold
- Potential yield approx. 8%
- Council Tax Band B
- EPC D

Legal Representative

Jonathan Manning

Hibberts Solicitors

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Crewe bib

- 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.

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

Scan or Click for further informatio about this property



- Semi-detached house
- Three bedrooms
- In need of modernisation
- Gardens front & rear
- Freehold
- Potential yield approx. 9% p/a
- Council Tax Band A
- EPC C

Legal Representative

Gagandeep Kaur

Anthony Collins Solicitors

- T 0121 200 3242
- E Gagandeep.Kaur@anthonycollins.com

To apply contact:

Kidsgrove bjb

- T 01782 784442
- E kidsgrove@bjbmail.com





Flat 24 Tollgate Court, Blurton, Stoke-on-Trent, Staffordshire, ST3 3BH

Scan or Click for further informatio about this property



- Second floor flat
- One bedroom
- Currently tenanted @ £4,020 p/a
- Leasehold
- Council Tax Band A
- EPC E

Legal Representative

Sophie Ellis

Beswicks

- T 01782 205000
- E sophie.ellis@beswicks.com

To apply contact:

Longton bjb

- T 01782 594777
- E longton@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.

 The following words printed in bold black type

 The foll
- 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
- **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
- **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.
 - 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;
- · Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Have finance 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

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
- 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.

A5 The contract

- A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you 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:
 - 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.

45.5 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 accept any other form of payment (c) is to be held by us (or, at our option, the seller's

conveyancer)

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

(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
- 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 £1,000 (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. 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.
 Unless the **buyer** is already lawfully in occupation of the
 lot the **buyer** has no right to enter into occupation prior to

completion. G4 Title and identity

- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
 - (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document. (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry; (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
 - (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4 4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- The seller (and, if relevant, the buyer) must produce to each G4.6 other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5 Transfer
- G5 1 Unless a form of transfer is prescribed by the special conditions:
 - (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
 - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot G9.3 (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G5.4 Where the special conditions state that the seller is to grant a new lease to the buyer
 - (a) the **conditions** are to be read so that the **transfer** refers to the new lease, the seller to the proposed landlord and the buyer to the proposed tenant;
 - (b) the form of new lease is that described by the special conditions: and
 - (c) the seller is to produce, at least five business days before the agreed completion date, the engrossed counterpart lease, which the buyer is to sign and deliver to the seller on completion.

G6 Completion

- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6 2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by: (a) direct transfer to the seller's conveyancer's client account;
- (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.

G7 Notice to complete

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

- completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete. G7.3 If the buyer fails to comply with a notice to complete the
 - seller may, without affecting any other remedy the seller has: (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer
 - (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8 If the contract is brought to an end

If the contract is lawfully brought to an end: (a) the buver must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract: and

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9 Landlord's licence

- G9 1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully reauires.
- The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained. G9.4 The seller must:
 - (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
 - (b) enter into any authorised guarantee agreement properly required.
 - The **buyer** must:
 - (a) promptly provide references and other relevant information: and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10 Interest and apportionments

- If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date
- Subject to condition G11 the seller is not obliged to G10.2 apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless: (a) the buyer is liable to pay interest; and

 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that: (a) the seller receives income and is liable for outgoings for

the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, 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**

(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 VA

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

G15 Transfer as a going concern

G15.1 Where the **special conditions** so state:
(a) the **seller** and the **buyer** intend, and will take all

practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this condition G15 applies.

- G15.2 The seller confirms that the seller

 (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and

 (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will
- not be revoked before **completion**. G15.3 The **buyer** confirms that:

(a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;

(b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and

(d) it is not buying the lot as a nominee for another person.
G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

(a) of the buyer's VAT registration;

(b) that the buyer has made a VAT option; and (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

(a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;

(b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and (c) if VAT is payable because the buyer has not compiled with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16 Capital allowances

- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer**'s claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special** conditions.
- G16.4 The seller and buyer agree:

(a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

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

G18 Landlord and Tenant Act 1987

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

G19 Sale by practitioner

- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:

(a) in its condition at completion;

(b) for such title as the seller may have; and(c) with no title guarantee;

and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment: and

(b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20 TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21 Environmental

- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22 Service Charge

- G22.1 This **condition** G22 applies where the lot is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

 (a) service charge expenditure attributable to each **tenancy**;

 (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;(d) any service charge expenditure that is not attributable to
- any tenancy and is for that reason irrecoverable.

 G22.4 In respect of each tenancy, if the service charge account shows that:

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

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (arrears) applies

- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

 (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and

 (b) the buyer must covenant with the seller to hold it

in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

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

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

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

G23.4 The seller must promptly:

 (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

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

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

G23.8 The **seller** and the **buyer** are to bear their own costs in

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;

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

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

G25 Warranties

G25.1 Available warranties are listed in the special conditions.

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

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and (b) at the **buyer**'s cost comply with such of the lawful instructions of

the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26 No assignment

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

G27 Registration at the Land Registry

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title.

The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the transfer;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing.

Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

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

G29 Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the 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.

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We measured our carbon footprint and joined Tree-Nation community projects.

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