

# butters john bee<sup>bjb</sup>

## Property auction catalogue

The Best Western  
Moat House Hotel,  
Stoke-on-Trent,  
Staffordshire ST1 5BQ  
To start at 6.30pm

**Monday 21 August 2017**

[www.buttersjohnbee.com](http://www.buttersjohnbee.com)



You must pre-register  
to bid at this auction.  
See page 4.

# butters john bee <sup>bjb</sup>

## Property auctions 2017

The Moat House Hotel, Stoke-on-Trent, ST1 5BQ

<b>2017 Auction Dates</b>	<b>Closing Date For Entries</b>
23 January	8 December
27 February	19 January
3 April	17 February
8 May	24 March
12 June	28 April
17 July	2 June
21 August	7 July
25 September	11 August
30 October	15 September
4 December	20 October

All auctions start at 6.30pm

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# The Region's Number 1 property auctioneer

Meet the team at butters john bee auctions. We also have over 25 expert valuers and surveyors, who can advise on all aspects of selling your property at auction.



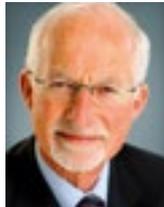
**John Hand**  
Auction Manager.



**Donna Fern**  
Auction Negotiator



**Andy Townsend**  
Managing Director  
Lettings/Auction



**Peter Sawyer**  
Auctioneer



**Rob Oulton**  
Auctioneer



**Tom Wilde**  
Auctioneer

## Welcome

Here at butters john bee to enable us to comply with new legislation, we have had to make some important changes to our registration process. From now on, you will need to register BEFORE the auction starts, to enable you to bid. You can still do this on the night at the venue, call into any of our 17 Branches or head office at any time before the Auction takes place with your two forms of ID, or provide certified ID from a professional body. Once registered we will keep your details on file, and you will just need to update every three years or if you change address.

So, for this month here are some of the more unusual lots we have on offer; Lot 9 The Workshop situated in the rural area

of Ashbourne with stunning views, that has planning for an extension. Looking for an investment property, we have a few terraced houses converted into flats, or mixed use properties, retail ground floor and accommodation above. But bound to cause a stir is this month's pick, your typical auction property here, Lot 45 – Oakwood Road, Blurton, a 3-bed semi that needs some renovation and repair, a perfect starter project if you don't mind hard work!

Why not take advantage of our FREE online internet bidding service, so even if you can't make it on the day you can still bid from wherever you are, contact us at [auction@bjbmail.com](mailto:auction@bjbmail.com)

# 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.**

We are now required by law to verify the identity and address of everyone who offers, bids or buys at our butters john bee Property Auction.

**Therefore, you will need to register BEFORE the auction starts if you are intending to bid.**

**In each case, we will need one photo ID and one proof of residence; please see the list below. 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 1 – PHOTO IDENTIFICATION

- Current full UK/EU photo driving licence.
- Valid ID card.
- Current, signed passport.
- Residents permit issued by the Home Office to an EU National.
- Fireman or shotgun certificate.

## LIST 2 – PROOF OF RESIDENCE

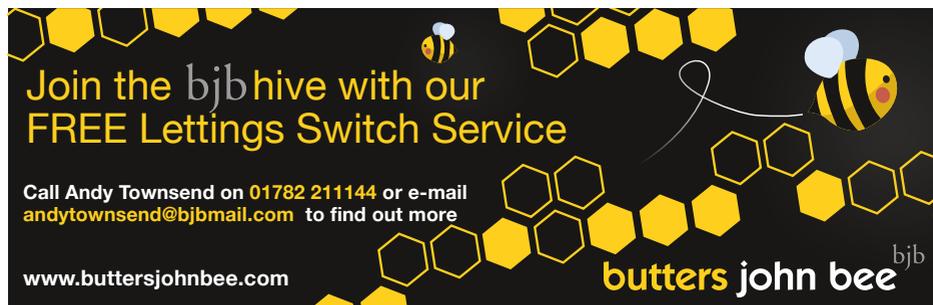
- Recent bank or building society / credit card / mortgage statement.
- Recent Council Tax bill.
- HMRC tax notification.
- Current UK/EU Photo card driving licence (if not used to prove identity)
- Utility bill (within the last 3 months) or current council tax bill.

# 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 [www.buttersjohnbee.com](http://www.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 ask for 10% deposit (Subject to a minimum of £1000) once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will normally be due within 20 working days of the sale. In addition you have to pay to the auctioneer an administration fee of £625 plus VAT if you purchase at the auction, prior to the auction or post auction. Cheques made payable to **butters john bee**. Deposits must be paid by bankers draft, personal/business cheque or debit card.
- 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](http://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)

**The Best Western Moat House Hotel, Stoke-on-Trent,  
Staffordshire, ST1 5BQ**

**Monday 21 August 2017 at 6.30pm**



- 1 29 Russell Place, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LS
- 2 3 Newpark Cottages, Chivelstone Grove, Trentham, Stoke-on-Trent, Staffordshire ST4 8HN
- 3 97 Greenfields Avenue, Shavington, Crewe, Cheshire CW2 5HE
- 4 53 Samuel Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SR
- 5 65 Price Street, Burslem, Stoke-on-Trent, Staffordshire ST6 4EN
- 6 19 Greatbatch Avenue, Penkhull, Stoke-on-Trent, Staffordshire ST4 7JX
- 7 68/68a Edensor Road, Stoke-on-Trent, Staffordshire ST3 2QE
- 8 392 High Street, Winsford, Cheshire CW7 2DP
- 9 The Workshop, Near Penny Tree Farm, Alstonefield, Ashbourne, Derbyshire DE6 2FS
- 10 Land to rear of 61b London Road, Stapeley, Nantwich, Cheshire CW5 7JL
- 11 The Old Parsonage, 33 Wellington Street, Hanley, Stoke-on-Trent, Staffordshire ST1 3PX
- 12 20 Station Walks, Halmer End, Stoke-on-Trent, Staffordshire ST7 8AU
- 13 Land adjacent to 2 Grantham Place, Abbey Hulton, Stoke-on-Trent, Staffordshire ST2 8BU
- 14 34 Rowley Grove, Stafford, Staffordshire ST17 9BL
- 15 257 West Street, Crewe, Cheshire CW1 3HU
- 16 9 South Street, Mow Cop, Stoke-on-Trent, Staffordshire ST7 4NR
- 17 65 Woodhouse Crescent, Trench, Telford, Shropshire TF2 7EZ
- 18 55 Villiers Avenue, Bilston, Wolverhampton, West Midlands WV14 6QL
- 19 16 Mynors Street, Hanley, Stoke-on-Trent, Staffordshire ST1 2DJ
- 20 21 Willow Tree Grove, Heron Cross, Stoke-on-Trent, Staffordshire ST4 3BF
- 21 Monument House, Keele Road, Madeley, Newcastle-under-Lyme, Staffordshire CW3 9LH
- 22 17 Havelock Place, Shelton, Stoke-on-Trent, Staffordshire ST1 4PS
- 23 The Old Methodist Chapel, High Street, Rocester, Uttoxeter, Staffordshire ST14 5JU
- 24 51 Newfield Drive, Crewe, Cheshire CW1 4AR
- 25 24 King William Street, Stoke-on-Trent, Staffordshire ST6 6EG
- 26 Land between 13 and 19 Highfield Avenue, Meir, Stoke-on-Trent ST3 5LZ

## Bought an investment?

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to organise a FREE and  
honest appraisal  
of your property



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- 27 14 Grice Road, Hartshill, Stoke-on-Trent, Staffordshire ST4 7PJ
- 28 113 Bucknall New Road, Hanley, Stoke-on-Trent, Staffordshire ST1 2BG
- 29 Yard and Units rear of 295 Uttoxeter Road, Longton, Stoke-on-Trent, Staffordshire ST3 5LQ
- 30 185 Uttoxeter Road, Longton, Stoke-on-Trent, Staffordshire ST31QN
- 31 Builders Yard adj to 123 Park Road, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6NU
- 32 Land with development potential, adj to Builders Yard, Park Road, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6NU
- 33 51 Ash Road, Crewe, Cheshire CW1 4DU
- 34 11 New Wing Wergs Hall, Wergs Hall Road, Wolverhampton WV8 2HG
- 35 69 Ambassador Road, Hanley, Stoke-on-Trent, Staffordshire ST1 3DN
- 36 Bluestones, 207 High Lane, Burslem, Stoke-on-Trent, Staffordshire ST6 7BS
- 37 56 First Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 1DW
- 38 Land to the rear of 25 Wood Street, Bignall End, Stoke-on-Trent, Staffordshire ST7 8QL
- 39 Land by King Street Grange and A41, Sheriffhales, Weston-under-Lizard, Shifnal, Shropshire TF11 8RZ
- 40 115 Newlands Street, Shelton, Stoke-on-Trent, Staffordshire ST4 2RG
- 41 107 Weston Road, Meir, Stoke-on-Trent, Staffordshire ST3 6AN
- 42 17 Holt Street, Crewe, Cheshire CW1 3AY
- 43 59 Bank Hall Road, Burslem, Stoke-on-Trent, Staffordshire ST6 7DR
- 44 8 Holly Mews, Quarry Bank Road, Keele, Staffordshire ST5 5LT
- 45 24 Oakwood Road, Blurton, Stoke-on-Trent, Staffordshire ST3 3AU
- 46 Residential Development Land, 8-16 Corona Park, Sandford Street, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7FD
- 47 17 Badger Avenue, Crewe, Cheshire CW1 3JG



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# Order of sale in alphabetical order

**The Best Western Moat House Hotel, Stoke-on-Trent,  
Staffordshire, ST1 5BQ**

**Monday 21 August 2017 at 6.30pm**



- 35 Ambassador Road, Hanley, Stoke-on-Trent, Staffordshire ST1 3DN
- 33 Ash Road, Crewe, Cheshire CW1 4DU
- 47 Badger Avenue, Crewe, Cheshire CW1 3JG
- 43 Bank Hall Road, Burslem, Stoke-on-Trent, Staffordshire ST6 7DR
- 28 Bucknall New Road, Hanley, Stoke-on-Trent, Staffordshire ST1 2BG
- 7 Edensor Road, Stoke-on-Trent, Staffordshire ST3 2QE
- 37 First Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 1DW
- 13 Grantham Place, Abbey Hulton, Stoke-on-Trent, Staffordshire ST2 8BU
- 6 Greatbatch Avenue, Penkhull, Stoke-on-Trent, Staffordshire ST4 7JX
- 3 Greenfields Avenue, Shavington, Crewe, Cheshire CW2 5HE
- 27 Grice Road, Hartshill, Stoke-on-Trent, Staffordshire ST4 7PJ
- 22 Havelock Place, Shelton, Stoke-on-Trent, Staffordshire ST1 4PS
- 36 High Lane, Burslem, Stoke-on-Trent, Staffordshire ST6 7BS
- 23 High Street, Rocester, Uttoxeter, Staffordshire ST14 5JU
- 8 High Street, Winsford, Cheshire CW7 2DP
- 26 Highfield Avenue, Meir, Stoke-on-Trent ST3 5LZ
- 44 Holly Mews, Quarry Bank Road, Keele, Staffordshire ST5 5LT
- 42 Holt Street, Crewe, Cheshire CW1 3AY
- 21 Keele Road, Madeley, Newcastle-under-Lyme, Staffordshire CW3 9LH
- 39 King Street Grange and A41, Sheriffhales, Weston-under-Lizard, Shifnal, Shropshire TF11 8RZ
- 25 King William Street, Stoke-on-Trent, Staffordshire ST6 6EG
- 10 London Road, Stapeley, Nantwich, Cheshire CW5 7JL
- 19 Mynors Street, Hanley, Stoke-on-Trent, Staffordshire ST1 2DJ

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- 9 Near Penny Tree Farm, Alstonefield, Ashbourne, Derbyshire DE6 2FS
- 34 New Wing Wergs Hall, Wergs Hall Road, Wolverhampton WV8 2HG
- 24 Newfield Drive, Crewe, Cheshire CW1 4AR
- 40 Newlands Street, Shelton, Stoke-on-Trent, Staffordshire ST4 2RG
- 2 Newpark Cottages, Chivelstone Grove, Trentham, Stoke-on-Trent, Staffordshire ST4 8HN
- 45 Oakwood Road, Blurton, Stoke-on-Trent, Staffordshire ST3 3AU
- 31 Park Road, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6NU
- 32 Park Road, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6NU
- 5 Price Street, Burslem, Stoke-on-Trent, Staffordshire ST6 4EN
- 14 Rowley Grove, Stafford, Staffordshire ST17 9BL
- 1 Russell Place, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LS
- 4 Samuel Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SR
- 46 Sandford Street, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7FD
- 16 South Street, Mow Cop, Stoke-on-Trent, Staffordshire ST7 4NR
- 12 Station Walks, Halmer End, Stoke-on-Trent, Staffordshire ST7 8AU
- 29 Uttoxeter Road, Longton, Stoke-on-Trent, Staffordshire ST3 5LQ
- 30 Uttoxeter Road, Longton, Stoke-on-Trent, Staffordshire ST31QN
- 18 Villiers Avenue, Bilston, Wolverhampton, West Midlands WV14 6QL
- 11 Wellington Street, Hanley, Stoke-on-Trent, Staffordshire ST1 3PX
- 15 West Street, Crewe, Cheshire CW1 3HU
- 41 Weston Road, Meir, Stoke-on-Trent, Staffordshire ST3 6AN
- 20 Willow Tree Grove, Heron Cross, Stoke-on-Trent, Staffordshire ST4 3BF
- 38 Wood Street, Bignall End, Stoke-on-Trent, Staffordshire ST7 8QL
- 17 Woodhouse Crescent, Trench, Telford, Shropshire TF2 7EZ

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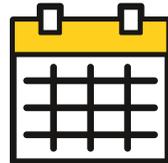


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# Viewing schedule



## Crewe

**Friday 21st, Saturday 22nd, Friday 28th & Saturday 29th July**  
**Friday 4th, Saturday 5th, Friday 11th, Saturday 12th,**  
**Friday 18th, Saturday 19th August**

LOT	ADDRESS	TIME
3	97 Greenfields Avenue, Shavington, Crewe, CW2 5HE	9.30am–10.00am
15	257 West Street, Crewe, Cheshire, CW1 3HU	10.15am–10.45pm
42	17 Holt Street, Crewe, Cheshire, CW1 3AY	11.00am–11.30pm
33	51 Ash Road, Crewe, Cheshire, CW1 4DH	11.45am–12.15pm
47	17 Badger Avenue, Crewe, Cheshire, CW1 3JG	12.30pm–1.00pm
24	51 Newfield Drive, Crewe, Cheshire, CW1 4AR	By appointment

## Hanley

**Tuesday 8th August, Friday 11th August, Tuesday 15th August,**  
**Friday 18th August 2017**

LOT	ADDRESS	TIME
40	115 Newlands Street, Shelton, Stoke-on-Trent, ST4 2RG	9.30
22	17 Havelock Place, Shelton, Stoke-on-Trent, ST1 4PS	10.00
11	33 Wellington Street, Hanley, Stoke-on-Trent, ST1 3PX	10.40
19	16 Mynors Street, Hanley, Stoke-on-Trent, ST1 2DJ	11.20
35	69 Ambassador Road, Hanley, Stoke-on-Trent, ST1 3DN	11.50
5	65 Price Street, Burslem, Stoke-on-Trent, ST6 4EN	12.30
1	29 Russell Place, Sandyford, Stoke-on-Trent, ST6 5LS	13.10

## Bought an investment?

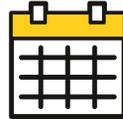
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Please note that these viewing times are provisional only and may be subject to change. Please contact the office prior to viewing the properties to confirm the times are still the same. Please note we are not able to guarantee access to tenanted properties. Our representative will only be at each property for a limited time only, so punctuality is essential.

**Longton****Saturday 22nd July, Friday 28th July, Saturday 5th August,  
Friday 11th August, Saturday 19th August**

LOT	ADDRESS	TIME
41	107 Weston Road, Meir ST3 6AN	09:30am–09:50am
26	Land Adjacent to Highfield Avenue, Meir	10:00am–10:20am
30	185 Uttoxeter Road, Longton ST3 1QN	10:30am–10:50am
7	68/68a Edensor Road, Longton ST3 1QE	11:00am–11:20am
45	24 Oakwood Road, Blurton ST3 3AU	11:30am–11:50am
20	21 Willow Tree Grove, Heron Cross ST 4 3BF	12:00pm–12:20pm

**Newcastle****Thursday 20th July, Monday 24th July, Thursday 3rd August, Monday 7th August,  
Saturday 12th August, Thursday 17th August, Monday 21st August**

LOT	ADDRESS	TIME
2	3 New Park Cottages, Chivelstone Grove, Trentham, ST4 8HN	9.30am–9.45am
27	14 Grice Road, Hartshill, Stoke-on-Trent, ST4 7PJ	10.00am–10.15am
6	19 Greatbatch Avenue, Penkhull, Stoke-on-Trent, ST4 7JX	10.25am–10.40am
12	20 Station Walks, Halmerend, Stoke-on-Trent, ST7 8AU	11.00am–11.15am
31	Builders Yard, Park Road, Silverdale, Staffordshire, ST5 6NU	11.25am–11.40am
32	Land with development potential, Park Road, Silverdale, ST5 6NU	11.40am–11.50am
44	8 Holly Mews, Quarry Bank Road, Keele, ST5 5LT	12.00pm–12.15pm
38	Land to rear of 25 Wood Street, Bignall End, ST7 8QL	12.30pm–12.40pm

**Kidsgrove****Saturday July 22nd, Wednesday July 26th, Saturday August 5th,  
Wednesday 9th August and Saturday August 19th**

LOT	ADDRESS	TIME
16	9 South Street, Mow Cop, ST7 4NR	10:00–10:20
4	53 Samuel Street, Packmoor, ST7 4SR	10:30–10:50
37	56 First avenue, Kidsgrove, ST7 4DW	11:00–11:20
25	24 King William Street, Tunstall, ST6 6EG	11:40–12:00

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LOT

**1****29 Russell Place, Sandyford, Stoke-on-Trent,  
Staffordshire ST6 5LS****\*GUIDE PRICE £50,000 plus**

- Mid-town house
- Three bedrooms
- Generous rear garden
- EPC – 1

**See page 11 for viewing schedule**



### Legal Representative

Mr J. Manning  
Hibbert, Durrand, & Moxon  
01270 215117  
jhm@hibberts.com

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

\* Guide/reserve price definitions can be found on page 6

LOT

**2****3 Newpark Cottages, Chivelstone Grove, Trentham,  
Stoke-on-Trent, Staffordshire ST4 8HN****\*GUIDE PRICE £140,000 plus**

- Detached cottage
- Two bedrooms
- Gas central heating
- Double glazing
- Large conservatory
- Garage and gardens
- EPC – F

**See page 12 for viewing schedule**

**Legal Representative**

Mr Michael Rothwell  
Bowcock & Pursaill  
01782 200000  
info@bowcockpursaill.co.uk

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT

**3****97 Greenfields Avenue, Shavington, Crewe,  
Cheshire CW2 5HE****\*GUIDE PRICE £105,000**

- Semi-detached
- Dormer bungalow
- Two bedrooms
- In need of modernisation
- Gardens front and rear
- Driveway parking
- EPC – E

**See page 11 for viewing schedule**



### Legal Representative

Mrs Lynne Thornton  
Lynn Thornton  
01270 567987  
lynnethornton.legal@btconnect.com

**Apply:** Crewe Tel: 01270 213541 Email: crewe@bjbmail.com

LOT

**4****53 Samuel Street, Packmoor, Stoke-on-Trent,  
Staffordshire ST7 4SR****\*GUIDE PRICE £36,000**

- Mid-terraced house
- Two bedrooms
- Two reception rooms
- Un-registered title
- In need of modernisation
- EPC – G

**See page 12 for viewing schedule**



### Legal Representative

Mrs Jodie Reece  
Nowell Meller Solicitors  
01782 813315  
jodie.reece@nowellmeller.co.uk

**Apply:** Kidsgrove Tel: 01782 784442 Email: kidsgrove@bjbmail.com

LOT

**5****65 Price Street, Burslem, Stoke-on-Trent,  
Staffordshire ST6 4EN****\*GUIDE PRICE £38,000 plus**

- Mid-terrace property
- Two bedrooms
- Double glazing
- Central heating
- Popular location
- EPC – E

**See page 11 for viewing schedule**

*The vendor of this property is a relative of an employee of butters john bee*

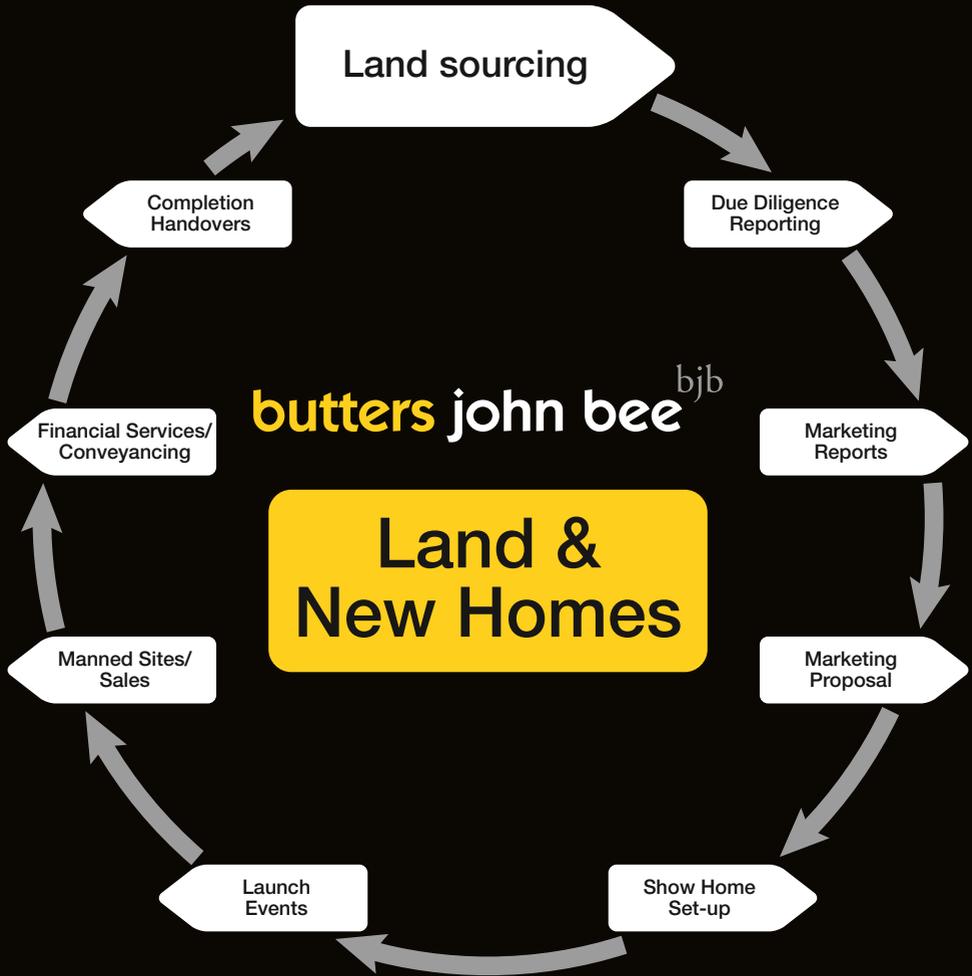
**Legal Representative**

Mr Ray Basnett  
Woolliscrofts Solicitors  
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rbasnett@woolliscrofts.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

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**Katy Harwood**

Associate Director – Land and New Homes

T: 01782 211160

M: 07702 893727

KatyHarwood@bjbmail.com

LOT

**6****19 Greatbatch Avenue, Penkhull, Stoke-on-Trent,  
Staffordshire ST4 7JX****\*GUIDE PRICE £99,750 plus**

- Semi-detached house
- Two bedrooms
- Two reception rooms
- Double glazing
- Gas central heating
- EPC – F

**See page 12 for viewing schedule****Legal Representative**

Mr Ryan Carr  
Grindeys Solicitors  
01782 846441  
ryan.carr@grindeys.com

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT

7

68/68a Edensor Road, Stoke-on-Trent,  
Staffordshire ST3 2QE\*GUIDE PRICE **£55,000**

- Converted terrace house
- Two two bedroom flats
- Electric heating
- Off-road parking
- EPC – TBC

**See page 12 for viewing schedule**



### Legal Representative

Mr Ian Ashley  
Chesworths Solicitors  
01782 599992  
ianashley@chesworths.co.uk

**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT

**8****392 High Street, Winsford, Cheshire CW7 2DP**\*GUIDE PRICE **£77,000**

- Semi-detached property
- Two bedrooms
- Two reception rooms
- Currently let at £7,200 p/a
- Planning permission for conservatory to the rear 15/03007-FUL
- Planning permission for loft conversion 15/02995-LDC
- EPC – D



### Legal Representative

Ms Kerry Dundas

Myers and Co

01782 525016

Kerry.dundas@myerssolicitors.co.uk

**Apply:** Winsford Tel: 01606 593444 Email: winsford@bjbmail.com

LOT

9

# The Workshop, Near Penny Tree Farm, Alstonefield, Ashbourne, Derbyshire DE6 2FS

\*GUIDE PRICE **£30,000**

- Workshop and yard
- Gross internal area: 750 sq ft (69.68 sq m)
- Sits in 0.16 acres
- Planning for extension
- Planning ref NP/SM/0315/0170
- Stunning Peak District location
- EPC – TBC



## Legal Representative

Ms Kelly Myatt  
Tinsdills  
01782 652323  
kelly.myatt@tinsdills.co.uk



**Apply:** Commercial Tel: 01782 212201 Email: [commercial@bjbmail.com](mailto:commercial@bjbmail.com)

LOT  
**10**

Land to rear of 61b London Road, Stapeley,  
Nantwich, Cheshire CW5 7JL

\*GUIDE PRICE **£180,000**



- Building plot approx. 550 sq/m
- Planning permission
- Three bed dwelling
- Ref 16/4926N
- Great location
- Generous size
- EPC – N/A



### Legal Representative

Mr Martyn Measures  
Hibberts  
01270 624225  
martyn.measures@hibberts.com

**Apply:** Nantwich Tel: 01270 623444 Email: nantwich@bjbmail.com

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**[www.buttersjohnbee.com](http://www.buttersjohnbee.com)**

\* Source: El Group

LOT

**11**

**The Old Parsonage, 33 Wellington Street,  
Hanley, Stoke-on-Trent, Staffordshire ST1 3PX**  
\*GUIDE PRICE **£150,000 plus**



- Large detached property
- 8 bedsits
- Generous parking area
- Close to city centre
- EPC – F

**See page 11 for viewing schedule**



**Legal Representative**

Mrs Kerry Dundas  
Myers & Co Solicitors  
01782 525016 DD  
kerry.dundas@myerssolicitors.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

LOT  
**12**

**20 Station Walks, Halmer End, Stoke-on-Trent,  
Staffordshire ST7 8AU**

\*GUIDE PRICE **£55,000**

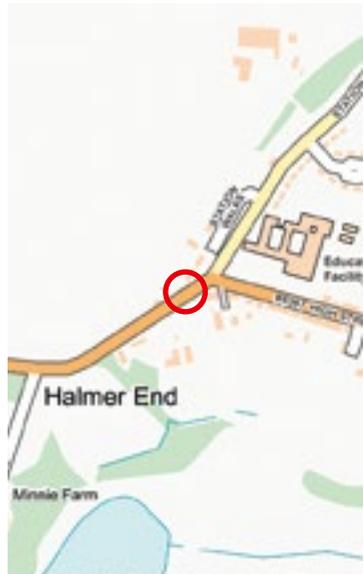


- Spacious first floor flat
- Three bedrooms
- Semi-rural village location
- Leasehold
- EPC – D

**See page 12 for viewing schedule**

#### **Legal Representative**

Ms Hannah Stazaker  
Myers and Co Solicitors  
01782 577000  
hannah.stazaker@myerssolicitors.co.uk

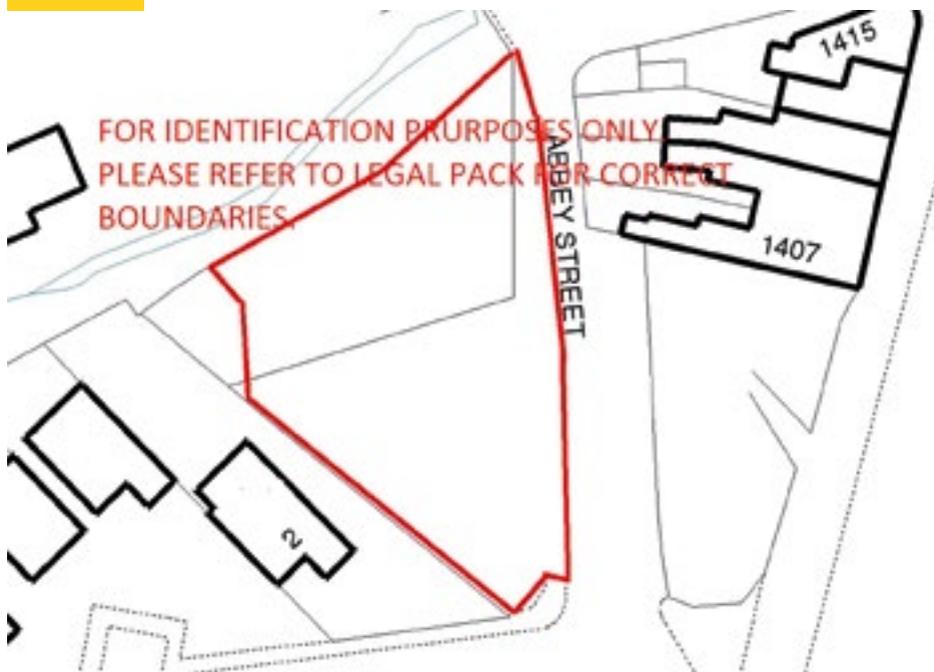


**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

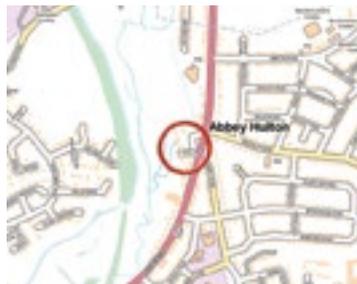
LOT  
**13**

Land adjacent to 2 Grantham Place, Abbey  
Hulton, Stoke-on-Trent, Staffordshire ST2 8BU

\*GUIDE PRICE **£50,000 plus**



- Building plot
- Approximately 0.15 acres
- Planning for two detached dwellings.
- Application number 59123
- Reserved matters pursuant to 54387/REN



#### Legal Representative

Mr Ray Basnett  
Woolliscrofts Solicitors  
01782 204000  
hedwards@woolliscrofts.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

LOT  
**14**

**34 Rowley Grove, Stafford,  
Staffordshire ST17 9BL**

\*GUIDE PRICE **£100,000**



- Mid-terrace house
- Three bedrooms
- Two reception rooms
- Kitchen
- Garage to rear
- Near to town
- EPC – D



### Legal Representative

Mr Henry Hutsby  
Hutsby Mees Solicitors  
01785 259211  
hhutsby@hutsbymeas.co.uk

**Apply:** Stafford Tel: 01785 246000 Email: [stafford@bjbmail.com](mailto:stafford@bjbmail.com)

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**A buyer's administration fee of £625 plus VAT is applicable to all lots sold at, pre or post auction**

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

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

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

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LOT  
**15**

257 West Street, Crewe, Cheshire CW1 3HU

\*GUIDE PRICE **£82,000**



- Spacious end of terrace
- Mixed usage
- Ground floor commercial unit
- First floor one bed apartment
- Viewings recommended
- EPC – E

**See page 11 for viewing schedule**



### Legal Representative

Mr Paul Walker  
JMW Solicitors  
0845 872 6666  
paul.walker@jmw.co.uk

**Apply:** Crewe Tel: 01270 213541 Email: [crewe@bjbmail.com](mailto:crewe@bjbmail.com)

LOT  
**16**

**9 South Street, Mow Cop, Stoke-on-Trent,  
Staffordshire ST7 4NR**

\*GUIDE PRICE **£90,000**



- Detached house
- Two bedrooms with a further through room
- Ground floor shower room
- First floor bathroom
- Sun room
- In need of modernisation
- Sought after location
- Good views
- EPC – E



**See page 12 for viewing schedule**

#### Legal Representative

Ms Jacqui Crane  
Garner Canning  
0121 323 5608  
jacquicrane@garnercanning.co.uk



**Apply:** Kidsgrove Tel: 01782 784442 Email: kidsgrove@bjbmail.com

LOT  
**17****65 Woodhouse Crescent, Trench, Telford,  
Shropshire TF2 7EZ**\*GUIDE PRICE **£100,000**

- Semi-detached house
- Three bedrooms
- Kitchen/diner
- Generous gardens
- EPC – D

**Legal Representative**

Ms Rose Roe  
Clarks Solicitors  
01952 278154  
rose.roe@clarkeslaw.co.uk

**Apply:** Telford Tel: 01952 204420 Email: telford@bjbmail.com

LOT  
**18**

55 Villiers Avenue, Bilston, Wolverhampton,  
West Midlands WV14 6QL

\*GUIDE PRICE **£180,000**



- Detached bungalow
- Three bedrooms
- Potential building plot (subject to planning)
- EPC – TBC



### Legal Representative

Kerry Dundas  
Myers & Co Solicitors  
01782577000  
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Yes. You can buy as many as you can process deposit payments for. You need to let us know which lots you are bidding on so our auctioneer can keep a look out for your bids.

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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!

Email [auction@bjbmail.com](mailto:auction@bjbmail.com) for your registration form

LOT  
**19**

16 Mynors Street, Hanley, Stoke-on-Trent,  
Staffordshire ST1 2DJ

\*GUIDE PRICE **£38,000 plus**



- Mid terrace house
- Not inspected by Auctioneers
- Let at £4,650 p/a
- EPC – D

**See page 11 for viewing schedule**



*Please see interpretive mining report which is available on this property.*

### Legal Representative

Mr George Constant  
Philip Ross Solicitors  
020 76366969  
George.constant@philipross.com

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

LOT  
**20**

**21 Willow Tree Grove, Heron Cross, Stoke-on-Trent, Staffordshire ST4 3BF**

\*GUIDE PRICE **£100,000**



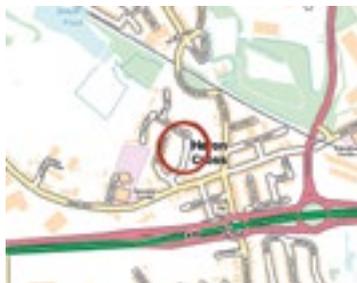
- Semi-detached house
- Two bedrooms
- Lounge with feature fireplace
- Dining kitchen
- Double glazing & central heating
- Off-road parking
- EPC – C



**See page 12 for viewing schedule**

#### Legal Representative

Miss Lisa Albutt  
Young & Co Solicitors  
01782 339200  
conveyancing@youngandco.com



**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT  
**21**

**Monument House, Keele Road, Madeley,  
Newcastle-under-Lyme, Staffordshire CW3 9LH**

\*GUIDE PRICE **£135,000**



- Potential Investment
- Ground floor shop – suit conversion (STPP)
- Self-contained first floor flat
- Three bedrooms
- Estimated rental £15,000 p/a
- EPC – C (70) Ground Floor, E (41) First Floor



**Legal Representative**

Hardeep Bains

Estate & Corporate Solicitors

01322 292101

hardeep.bains@eandcsolicitors.co.uk

**Apply:** Commercial Tel: 01782 212201 Email: commercial@bjbmail.com

LOT  
**22**

**17 Havelock Place, Shelton, Stoke-on-Trent,  
Staffordshire ST1 4PS**

\*GUIDE PRICE **£115,000 plus**



- Forecourted mid terrace
- Four bedrooms
- Three reception rooms
- Substantial property
- Close to Staffs University
- EPC – F

**See page 11 for viewing schedule**



### Legal Representative

Mr Steven Park  
Dicksons Solicitors  
01782 262424  
steven.park@dicksonssolicitors.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: [hanley@bjbmail.com](mailto:hanley@bjbmail.com)

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---

**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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LOT  
**23**

The Old Methodist Chapel, High Street,  
Rocester, Uttoxeter, Staffordshire ST14 5JU

\*GUIDE PRICE **£150,000**



- Detached former chapel
- Mid refurbishment
- Development potential
- Mains gas
- Dual function heating system
- Underfloor heating to accom.
- Period features
- Village location
- Convenient for A50
- EPC – Exempt



**Legal Representative**

Mr David Mees  
Hutsby Mees Solicitors  
01785 259211  
dmees@hutsbymeas.co.uk

**Apply:** Stone Tel: 01785 813400 Email: stone@bjbmail.com

LOT  
**24**

51 Newfield Drive, Crewe, Cheshire CW1 4AR

\*GUIDE PRICE **£100,000**



- Mature semi-detached
- Three bedrooms
- Lounge/dining room
- Gardens
- Off road parking
- EPC – D

**See page 11 for viewing schedule**



### Legal Representative

Mr James Williams  
Poole Alcock LLP Solicitors  
01270 625478  
james.williams@poolealcock.co.uk

**Apply:** Crewe Tel: 01270 213541 Email: crewe@bjbmail.com

# Changes to **The Registration Process**

Due to the changes made to the Money Laundering Regulations and legislation as of the 26th June 2017, we are now required by law to verify the identity and address of everyone who offers, bids or buys at our butters john bee Property Auction.

**Therefore, you will need to register BEFORE the auction starts if you are intending to bid!!**

**In each case, we will need one photo ID and one proof of residence; please see the list below. 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 1 – Photo Identification**

- Current full UK/EU photo driving licence.
- Valid ID card.
- Current, signed passport.
- Residents permit issued by the Home Office to an EU National.
- Fireman or shotgun certificate.

## **List 2 – Proof of Residence**

- Recent bank or building society / credit card / mortgage statement.
- Recent Council Tax bill.
- HMRC tax notification.
- Current UK/EU Photo card driving licence (if not used to prove identity)
- Utility bill (within the last 3 months) or current council tax bill.

[www.buttersjohnbee.com](http://www.buttersjohnbee.com)

LOT  
**25**

24 King William Street, Stoke-on-Trent,  
Staffordshire ST6 6EG

\*GUIDE PRICE **£45,000**



- Mid terraced house
- Two bedrooms
- En-suite shower
- Lounge
- Dining kitchen
- Ground floor bathroom
- Close to town centre
- EPC – D

**See page 12 for viewing schedule**

#### Legal Representative

Mrs Jodie Reece  
Nowell Meller Solicitors  
01782 813315  
jodie.reece@nowellmeller.co.uk



**Apply:** Kidsgrove Tel: 01782 784442 Email: kidsgrove@bjbmail.com

LOT  
**26**

Land between 13 and 19 Highfield Avenue, Meir,  
Stoke-on-Trent ST3 5LZ

\*GUIDE PRICE **£45,000**



- Land with planning permission
- Two x three bedroom semi-detached properties
- Cul-de-sac location
- Local schools, shops and amenities
- Full planning permission granted – 60595/FUL
- EPC – N/A



**See page 12 for viewing schedule**



### Legal Representative

TBC

**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT  
**27**

14 Grice Road, Hartshill, Stoke-on-Trent,  
Staffordshire ST4 7PJ

\*GUIDE PRICE **£92,000**



- Semi-detached property
- Two bedrooms
- Off road parking and a detached garage
- Sought after residential area of Hartshill
- EPC – D

**See page 12 for viewing schedule**



### Legal Representative

Mr Tahir Rafiq  
Tahir Solicitors  
0161 740 2333  
tahir.jurissolicitors@hotmail.com

**Apply:** Newcastle Tel: 01782 622155 Email: newcastle@bjbmail.com

LOT  
**28**

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

\*GUIDE PRICE **£55,000**



- Mid terrace property
- Four letting rooms
- Garage
- Let at £TBC per annum
- EPC – E



#### Legal Representative

Ms Claire Watson  
Harmony Law  
01473 244428  
claire.watson@harmonylaw.co.uk

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LOT  
**29**

## Yard and Units rear of 295 Uttoxeter Road, Longton, Stoke-on-Trent, Staffordshire ST3 5LQ

\*GUIDE PRICE **£38,000+**



- Builders yard, unit and garages
- Located adjacent to the A500 'D' Road
- Site area 401 sq m (4,323 sq ft)
- Workshop: 45 sq m (484 sq ft)
- Undercover storage
- Mains electric and water.
- Compressor room
- EPC – N/A



### Legal Representative

Mr Simon Abbotts  
Beswicks Legal  
01782 200107  
simon.abbotts@beswicks.com

**Apply:** Commercial Tel: 01782 212201 Email: [commercial@bjbmail.com](mailto:commercial@bjbmail.com)

LOT  
**30**

185 Uttoxeter Road, Longton, Stoke-on-Trent,  
Staffordshire ST31QN

\*GUIDE PRICE **£81,000 plus**



- Converted end-terrace
- Two flats
- One two-bedroom flat
- One one-bedroom flat
- Electric heating & double glazing
- EPC – E

**See page 12 for viewing schedule**

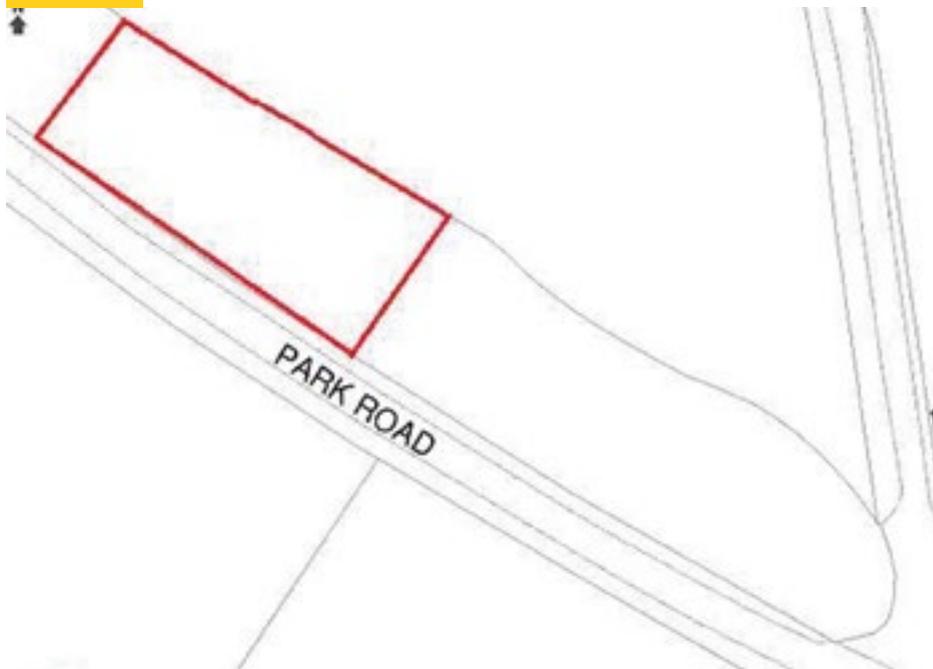


### Legal Representative

Mrs Kerry Dundas  
Myers & Co Solicitors  
01782 577000  
kerry.dundas@myerssolicitors.co.uk

**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT

**31****Builders Yard adj to 123 Park Road, Silverdale,  
Newcastle-under-Lyme, Staffordshire ST5 6NU****\*GUIDE PRICE £75,000 plus**

- Building plot
- Full pp for 3 bed bungalows
- N-U-L 15/00879/FUL
- EPC – N/A

**See page 12 for viewing schedule****Legal Representative**

Miss Kerry Boyle  
Tinsdills Solicitors  
01782 262031  
kerry.boyle@tinsdills.co.uk

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT  
**32**

Land with development potential, adj to Builders Yard, Park Road, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6NU

\*GUIDE PRICE **£45,000 plus**

**For illustration purposes only.  
Please check title plan for  
boundaries.**



- Parcel of land
- Development potential (subject to acquiring PP)
- EPC – N/A

**See page 12 for viewing schedule**



### Legal Representative

Miss Kerry Boyle  
Tinsdills Solicitors  
01782 262031  
kerry.boyle@tinsdills.co.uk

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT  
**33**

51 Ash Road, Crewe, Cheshire CW1 4DU

\*GUIDE PRICE **£69,000**



- Mid terrace house
- Three bedrooms
- Two reception rooms
- Popular location
- Gardens
- In need of modernisation
- EPC – C

**See page 11 for viewing schedule**



#### Legal Representative

Mrs Gill Collins  
Poole Alcock LLP  
01270 256665  
gill.collins@poolealcock.co.uk



**Apply:** Crewe Tel: 01270 213541 Email: [crewe@bjbmail.com](mailto:crewe@bjbmail.com)

LOT  
**34**

## 11 New Wing Wergs Hall, Wergs Hall Road, Wolverhampton WV8 2HG

\*GUIDE PRICE **£230,000**



- Luxury upper floor apartment
- Investment opportunity
- Two bedrooms
- Two bathrooms
- Lounge, kitchen/dining room
- Stunning private grounds
- Gated development
- Currently let at £16,800 p/a
- EPC – C



### Legal Representative

Clint Hughes  
Jamesons Property Lawyers  
01782 719009  
info@jamesons-conveyancing.co.uk



**Apply:** Wolverhampton Tel: 01902 710888 Email: wolverhampton@bjbmail.com

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LOT  
**35**

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

\*GUIDE PRICE **£59,000 plus**



- Modern first floor apartment
- One bedroom
- Gas central heating
- Double glazing
- Allocated parking space
- Leasehold
- Close to city centre
- EPC – B

**See page 11 for viewing schedule**



#### Legal Representative

Mrs Kerry Dundas  
Myers & Co Solicitors  
01782 577000  
kerry.dundas@myerssolicitors.co.uk



**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

LOT  
**36**

**Bluestones, 207 High Lane, Burslem, Stoke-on-Trent, Staffordshire ST6 7BS**

\*GUIDE PRICE **£200,000 plus**



- Extensive semi-detached
- Four bedrooms
- Ample off-road parking
- Double glazing
- Gas central heating
- EPC – F



#### Legal Representative

Mr Ray Basnett  
Woolliscrofts Solicitors  
01782 204000  
rbasnett@woolliscrofts.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: [hanley@bjbmail.com](mailto:hanley@bjbmail.com)

LOT  
**37**

56 First Avenue, Kidsgrove, Stoke-on-Trent,  
Staffordshire ST7 1DW

\*GUIDE PRICE **£85,000**



- Semi-detached
- Three bedrooms
- First floor bathroom
- Ground floor WC
- Close to rail station
- Parkland to the rear
- EPC – D

*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*

**See page 12 for viewing schedule**

#### Legal Representative

Mr Stewart Freeman  
Shakespeare Martineau Solicitors LLP  
0845 630 8833  
stewart.freeman@shma.co.uk



**Apply:** Kidsgrove Tel: 01782 784442 Email: kidsgrove@bjbmail.com

LOT  
**38**

Land to the rear of 25 Wood Street, Bignall End,  
Stoke-on-Trent, Staffordshire ST7 8QL

\*GUIDE PRICE **£25,000 plus**



- Building plot
- Measuring 0.25 of an acre
- PP for two dwellings
- NUL 14/00503/FUL
- Granted 02/09/17
- EPC – N/A

**See page 12 for viewing schedule**



*N.B. We understand that the Methodist Church to the rear has erected a gate across the entrance to the site.*

### Legal Representative

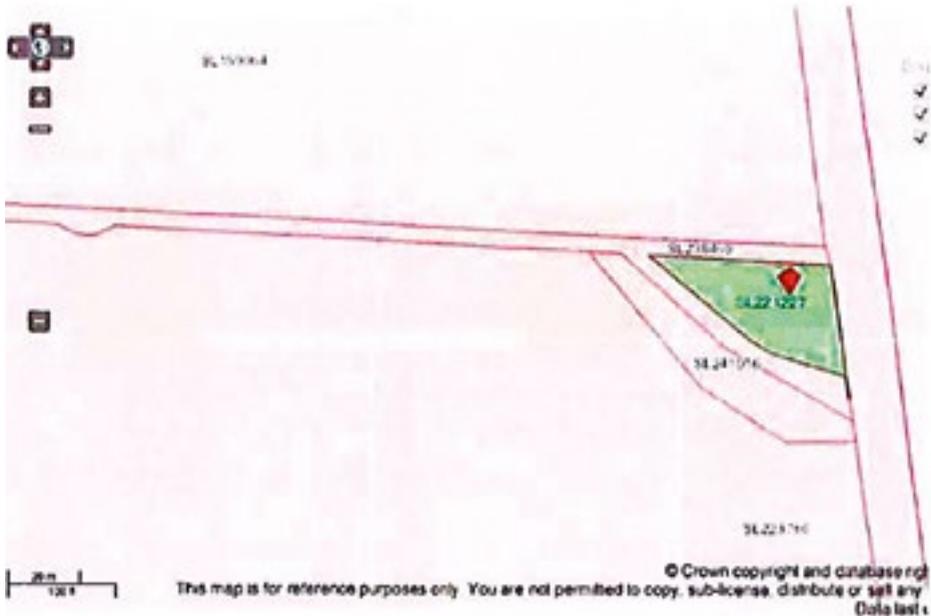
Mrs Liz Mayer  
Beeston Shenton Solicitors  
01782 662424  
liz.mayer@beestonshenton.co.uk

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT  
**39**

Land by King Street Grange and A41, Sheriffhales, Weston-under-Lizard, Shifnal, Shropshire TF11 8RZ

\*GUIDE PRICE **£4,000**



- 50m road frontage to the A41
- Within 1 mile of A41/A5 junction
- Ideal for a number of uses
- EPC – N/A



**Legal Representative**

Alexandra Phillips  
MFG  
01905 610410  
alexandra.phillips@mfgsolicitors.com

**Apply:** Commercial Tel: 01782 212201 Email: commercial@bjbmail.com

LOT  
**40**

115 Newlands Street, Shelton, Stoke-on-Trent,  
Staffordshire ST4 2RG

\*GUIDE PRICE **£60,000 plus**



- Mid-town house
- Two reception rooms
- Three bedrooms
- Enclosed rear garden
- EPC – TBC

**See page 11 for viewing schedule**



### Legal Representative

Mr Ray Basnett  
Woolliscrofts Solicitors  
01782 204000  
rbasnett@woolliscrofts.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: [hanley@bjbmail.com](mailto:hanley@bjbmail.com)

LOT  
**41**

107 Weston Road, Meir, Stoke-on-Trent,  
Staffordshire ST3 6AN

\*GUIDE PRICE **£75,000**



- Mid-town house
- Three bedrooms
- Recently refurbished
- Generous accommodation
- EPC – D

**See page 12 for viewing schedule**



### Legal Representative

Mr Paul Forrester  
Knights Professional Services Limited  
01782 619225  
paul.forrester@knightsllp.co.uk

**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT  
**42**

17 Holt Street, Crewe, Cheshire CW1 3AY

\*GUIDE PRICE **£67,000**



- Mid terrace property
- Two reception rooms
- Three bedrooms
- In need of modernisation
- Garden to rear
- EPC – TBC

**See page 11 for viewing schedule**



### Legal Representative

Ms Pat Carlisle  
Hall Smith Whittingham  
01270 610 300  
patcarlisle@hswsolicitors.co.uk



**Apply:** Crewe Tel: 01270 213541 Email: crewe@bjbmail.com

LOT  
**43**

59 Bank Hall Road, Burslem, Stoke-on-Trent,  
Staffordshire ST6 7DR

\*GUIDE PRICE **£80,000 plus**



- Semi-detached property
- Three bedrooms
- Conservatory
- Popular location
- Established gardens
- EPC – D



*Please see legal pack for important mining information regarding this property.*

### Legal Representative

Mrs Lindsey Skelson  
Goddard Dunbar  
01782 284320  
lindsey@goddarddunbar.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.com

LOT  
**44**

**8 Holly Mews, Quarry Bank Road, Keele,  
Staffordshire ST5 5LT**

\*GUIDE PRICE **£160,000 plus**



- Mews cottage
- Two bedrooms
- Two reception rooms
- Single garage
- Gas central heating
- Double glazing
- EPC – D

**See page 12 for viewing schedule**



#### Legal representative

Tinsdills  
Alison Abbotts  
alison.abbotts@tinsdills.co.uk  
01782 612311

**Apply:** Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

LOT  
**45**

24 Oakwood Road, Blurton, Stoke-on-Trent,  
Staffordshire ST3 3AU

\*GUIDE PRICE **£35,000**



- Semi-detached
- Three bedroom
- Rear garden
- Potential for off-road parking
- In need of modernisation
- EPC – TBC

**See page 12 for viewing schedule**



#### Legal Representative

Paul Abdey  
Brachers LLP  
Tel: 01622 690 691  
Email: PaulAbdey@brachers.co.uk

**Apply:** Longton Tel: 01782 594777 Email: longton@bjbmail.com

LOT  
**46**

Residential Development Land, 8–16 Corona Park, Sandford Street, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7FD

\*GUIDE PRICE **£280,000**



- Residential development land
- Nine housing plots
- Planning for 2/3 storey homes with parking
- Circa 0.34 acres
- Services and access road in place
- Planning Application No: 10/00480/FUL
- EPC – N/A



**Legal Representative**

Mr K Carroll  
Brown & Corbishley Solicitors  
01270 768033  
k.carroll@brownandcorbishley.co.uk

**Apply:** Commercial Tel: 01782 212201 Email: [commercial@bjbmail.com](mailto:commercial@bjbmail.com)

LOT  
**47**

17 Badger Avenue, Crewe, Cheshire CW1 3JG

\*GUIDE PRICE **£94,000**



- Semi-detached property
- Three bedrooms
- Off road parking
- Ideal investment
- Gardens to rear
- EPC – E

**See page 11 for viewing schedule**



### Legal Representative

Mrs Kerry Dundas  
Myers & Co Solicitors  
01782 525 016  
kerry.dundas@myerssolicitors.co.uk



**Apply:** Crewe Tel: 01270 213541 Email: crewe@bjbmail.com



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# Common Auction Conditions

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

## Glossary

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

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

**Actual completion date** The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

**Addendum** An amendment or addition to the **conditions** or to the **particulars** or to both

whether contained in a supplement to the **catalogue**, a written notice from the auctioneers or an oral announcement at the **auction**.

**Agreed completion date** Subject to **condition** G9.3:

- the date specified in the **special conditions**; or
- 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 has signed up to the Banking Code or Business Banking Code 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 to which the **conditions** refer including any supplement to it.

**Completion** Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** 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.

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

**Contract** The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

**Contract date** The date of the **auction** or, if the **lot** is not sold at the **auction**:

- the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- 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.

**Financial charge** A charge to secure a loan or other financial indebtedness (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**, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

**Lot** Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

**Old arrears** **Arrears** due under any of the **tenancies** that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

**Particulars** The section of the **catalogue** that contains descriptions of each lot (as varied by any **addendum**).

**Practitioner** An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

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

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

**Sale conditions** The **general conditions** as varied by any **special conditions** or **addendum**.

**Sale memorandum** The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

**Seller** The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

**Special conditions** Those of the **sale conditions** so headed that relate to the **lot**.

**Tenancies** Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

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

**Transfer** Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

**TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT** Value Added Tax or other tax of a similar nature.

**VAT option** An option to tax.

**We (and us and our)** The **auctioneers**.

**You (and your)** Someone who has a copy of the **catalogue** 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 buyer.

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

## Auction Conduct Conditions

### A1 Introduction

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 disappplied 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:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- offer each **lot** for sale;
- sell each **lot**;
- receive and hold deposits;
- sign each **sale memorandum**; and
- treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and you have no claim against **us** for any loss.

### 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**:

- 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**);
- sign the completed **sale memorandum**; and
- pay the deposit.

A5.4 If **you** do not **we** may either:

- 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
- sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- 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
- 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.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- 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**.

### A6 Extra Auction Conduct Conditions

A6.1 Despite any **condition** to the contrary:

- 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 an administration fee of £625 plus **VAT** 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 bold blue type have special meanings, which are defined in the Glossary.

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

### G1 The lot

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the seller must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the lot or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
  - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- ### G2 Deposit
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
  - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
  - (b) is to be held as stakeholder unless the **auction conduct**

**conditions** provide that it is to be held as agent for the **seller**.

- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- ### G3 Between contract and completion
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if by the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- ### G4 Title and identity
- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **action** the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
  - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the **documents** accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions

- raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5 Transfer**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a tenancy) following completion the **buyer** is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- 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; and
- (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) sell the **lot**; and
- (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
- (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 **buyer** 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 requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.
- G9.5 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**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoing 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 outgoing 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 outgoing 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.

## G11 Arrears

### Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

(a) so state; or

(b) give no details of any **arrears**.

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);

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

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

(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

## G12 Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and

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

## G13 Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the buyer covenants with the **seller** to:

(a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14 VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

## G15 Transfer as a going concern

G15.1 Where the **special conditions** so state:

(a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

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

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

G15.3 The **buyer** confirms that:

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

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

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

(d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

(a) of the **buyer's** **VAT** registration;

(b) that the **buyer** has made a **VAT option**; and

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

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

(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and

(b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

respect of the sale of the **lot**;

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

#### **G16 Capital allowances**

- G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
  - (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
  - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17 Maintenance agreements**

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

#### **G18 Landlord and Tenant Act 1987**

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

#### **G19 Sale by practitioner**

- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The **lot** is sold:
  - (a) in its condition at **completion**;
  - (b) for such title as the **seller** may have; and
  - (c) with no title guarantee;
 and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5 Where relevant:
  - (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
  - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

#### **G20 TUPE**

- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
  - (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This

notification must be given to the **buyer** not less than 14 days before **completion**.

- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

#### **G21 Environmental**

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

#### **G22 Service Charge**

- G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
  - (a) service charge expenditure attributable to each **tenancy**;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- 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 but 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 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 I of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:  
(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;  
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and  
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:  
(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and  
(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:  
(a) hold the warranty on trust for the **buyer**; and  
(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- G26 No assignment**
- The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.
- G27 Registration at the Land Registry**
- 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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