Online Only Sale – pre-registration required

Monday 10th May, 6.30pm start

Property auction catalogue

butters bjb john bee



Property auctions

Online Only Sale - pre-registration required

SALE DATE

14th June

26th July

20th September

25th October

29th November

CLOSING DATE

7th May

18th June

13th August

17th September

22nd October

All auctions start at 6.30pm

Freehold & Leasehold Lots offered in conjunction with...



















Hibberts LLP Solicitors



The region's number 1 property auctioneer



John Hand Auction Manager



Leanne Roberts Auction Negotiator



Rob Oulton Auctioneer

Here at butters john bee we have over 150 years' experience of selling property at auction.

For the time being and foreseeable future our auctions will remain ONLINE ONLY SALES. We are doing our utmost to keep things on track so we can continue to give you the best service, and we are having great success with our Internet Sales. Obviously we have always offered remote bidding at all our auctions, and I'm pleased to say that we are now working in partnership with EIG (Essential Information Group) who will be hosting our live sale as well as the Legal Pack page, streamlining the service we are able to offer and making it much easier for you to register to bid.

This sale will run in exactly the same format as usual, as in we will have our auctioneer on the podium offering each Lot in turn, but there will be no live audience just Internet bidders, people on the phone (restrictions allowing) and no doubt some Proxy bids. The sale will be set up in our offices and our audio-visual team will set up the cameras for the live stream for everyone to watch from home while still being able to secure their purchase. This is in line with the rest of

the market nationally, as all Auctioneers are reverting to online sales, so we are following suit so you don't miss out.

Please note that this year there is a change to our Buyers Administration fee, and will now be charged at £800 plus VAT (£960 inc).

To contact the auction team Tel: 0800 090 2200 Email: auction@bjbmail.com

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

Proof of identity and address

All prospective bidders must register and provide proof of identity and address to the Auctioneers prior to the start of the sale.

Original documents **MUST** be provided.

Photocopies are **NOT** acceptable.

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

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

There are a few options available to you:

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

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

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

List A - proof of ID

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

List B - proof of ID

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

List C - proof of address

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

The following forms of proof of address are not acceptable:

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

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

Property auction

buyer's guide

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

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

- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We 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 £800 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 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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- ✓ Debt Consolidation

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





online!

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

What does the service cost?

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

Can I just watch?

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

Why do you need to know my maximum bid?

We set a maximum bid in order to process a suitable deposit, but you conduct the bidding and setting a cap does not mean you have to bid to it. You may set a cap of £100,000 but stop bidding at £88,000 – you are in complete control.

Can I bid on more than one property?

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.

How does the auctioneer know I'm bidding?

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

Email auction@bjbmail.com for your registration form.



Order of sale (in alphabetical order)

Online Only Sale – pre-registration required Monday 10th May at 6.30pm

- 8 9, Ash Grove, Congleton, Cheshire, CW12 4PN
- 7 14, Ashfields New Road, Cross Heath, Newcastle-Under-Lyme, Staffordshire, ST5 2DJ
- 39 Land at, Brakespeare Street, Goldenhill, Stoke-on-Trent, Staffordshire, ST6 5RY
- 33 Land adj. 92, Burntwood Road, Norton Canes, Cannock, WS11 9RG
- 22 6, Calvert Grove, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8QA
- 48 13 Casson Street, Crewe, Cheshire CW1 3EG
- 36 Land at, Chamberlain Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NR
- 20 47, Chatham Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NY
- 1 Hollinwood Lodge, Clough Hall Drive, Stoke-on-Trent, Staffordshire, ST7 1AZ
- 5 167, Congleton Road North, Scholar Green, Stoke-on-Trent, Staffordshire, ST7 3HA
- 46 4, Edensor Road, Longton, Stoke-on-Trent, Staffordshire, ST3 2NU
- 30 43, Electricity Street, Crewe, Cheshire CW2 7EW
- 18 34, Enderley Street, Newcastle-under-Lyme, Staffordshire, ST5 2DD
- 25 4, Foley Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DY
- 40 Land at, Frank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5RJ
- 17 110, Great King Street, Macclesfield, SK11 6PW
- 3 5, Haddon Lane, Chapel Chorlton, Newcastle-under-Lyme, Staffordshire, ST5 5JL
- 38 Land at, High Lane, Tunstall, Stoke-on-Trent, Staffordshire, ST6 7EP
- 2 68, Keelings Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6PB
- 12 527b, King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
- 13 527c, King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
- 9 9, Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NJ
- 23 42, Lichfield Road, Stafford, Staffordshire, ST17 4LL
- 44 Plot 2, London Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5NZ
- 43 Plot 1, London Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5NZ
- 14 101, Lord Street, Crewe, Cheshire CW2 7DP
- 37 Land at, Main Street, Weston Coyney, Stoke-on-Trent, Staffordshire, ST3 6QR
- 4 Windy Nook, Maw Green Road, Crewe, Cheshire, CW1 4HH
- 27 1, Napley Road, Market Drayton, Shropshire, TF9 4DR
- 31 42, Nash Peake Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5BT
- 16 25, Oldcott Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4HE
- 6 14a, Solo Court, Peel Terrace, Stafford, Staffordshire, ST16 3HD
- 29 39, Penfleet Avenue, Meir, Stoke-on-Trent, Staffordshire, ST3 6BP
- 15 110, Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
- 47 142 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
- 11 36, Rowley Street, Stafford, Staffordshire, ST16 2RH
- 35 Land at, Sarver Lane, Dilhorne, Stoke-on-Trent, Staffordshire, ST10 2PD
- 10 3, Springfield Close, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7LY
- 28 1, St Davids Road, Stafford, Staffordshire, ST17 9RH
- 26 9, St John Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 2HP
- 45 Land at, Stone Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 6LR
- 21 47, Talke Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2PW
- 24 New Pilgrims Cottage, Tavistock Place, Basford, Stoke-on-Trent, Staffordshire, ST4 6HY
- 34 Fmr Telephone Exchange, Teddesley Coppice, nr Bednall, Stafford, Staffordshire, ST19 5RP
- 32 24, The Cardway, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8NF
- 19 27, Tisdale Rise, Kenilworth, Warickshire, CV8 2QU
- 41 Land at, Vinebank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5AD
- 42 Land at, Water Street, West End, Stoke-on-Trent, Staffordshire, ST4 4BN



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- 2 68, Keelings Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6PB
- 3 5, Haddon Lane, Chapel Chorlton, Newcastle-under-Lyme, Staffordshire, ST5 5JL
- 4 Windy Nook, Maw Green Road, Crewe, Cheshire, CW1 4HH
- 5 167, Congleton Road North, Scholar Green, Stoke-on-Trent, Staffordshire, ST7 3HA
- 6 14a, Solo Court, Peel Terrace, Stafford, Staffordshire, ST16 3HD
- 7 14, Ashfields New Road, Cross Heath, Newcastle-Under-Lyme, Staffordshire, ST5 2DJ
- 8 9, Ash Grove, Congleton, Cheshire, CW12 4PN
- 9 9, Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NJ
- 10 3, Springfield Close, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7LY
- 11 36, Rowley Street, Stafford, Staffordshire, ST16 2RH
- 12 527b, King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
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- 16 25, Oldcott Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4HE
- 17 110, Great King Street, Macclesfield, SK11 6PW
- 18 34, Enderley Street, Newcastle-under-Lyme, Staffordshire, ST5 2DD
- 19 27, Tisdale Rise, Kenilworth, Warickshire, CV8 2QU
- 20 47, Chatham Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NY
- 21 47, Talke Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2PW
- 22 6, Calvert Grove, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8QA
- 23 42, Lichfield Road, Stafford, Staffordshire, ST17 4LL
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- 34 Fmr Telephone Exchange, Teddesley Coppice, nr Bednall, Stafford, Staffordshire, ST19 5RP
- 35 Land at, Sarver Lane, Dilhorne, Stoke-on-Trent, Staffordshire, ST10 2PD
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- 39 Land at, Brakespeare Street, Goldenhill, Stoke-on-Trent, Staffordshire, ST6 5RY
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- 41 Land at, Vinebank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5AD
- 42 Land at, Water Street, West End, Stoke-on-Trent, Staffordshire, ST4 4BN
- 43 Plot 1, London Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5NZ
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- 47 142 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
- 48 13 Casson Street, Crewe, Cheshire CW1 3EG



A buyer's administration fee of £800 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.

Hollinwood Lodge, Clough Hall Drive, Stoke-on-Trent, Staffordshire, ST7 1AZ



Scan or Click

*Guide price £60,000 plus



- Detached Bungalow
- Two bedrooms
- In need of modernisation
- · Great size plot with large gardens
- Woodland location on private road
- PPC F



Please be aware that the property is located on a private road and is subject to a prohibition order.

Legal Representative

Lisa Burton

Talbots Law

- ⊤ 01902 392306
- E lisaburton@talbotslaw.co.uk

To apply contact:

Hanley

- T 01782 202600
- E hanley@bjbmail.com

68 Keelings Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6PB



Scan or Click

*Guide price £25,000 plus



- Two storey retail property
- Close proximity to Hanley Town Centre
- WC's & Kitchenette to rear
- Rear yard and alleyway
- EPC TBC



Legal Representative

Rob Howells

DJM Solicitors

- ⊤ 01792 656507
- E rnh@djm.law.co.uk

To apply contact:

Commercial

- 01782 212201
- E commercial@bjbmail.com



5 Haddon Lane, Chapel Chorlton, Newcastle-under-Lyme, Staffordshire, ST5 5JL



Scan or Click

*Guide price £160,000 plus



- Mid-townhouse
- Four bedrooms
- Air source heat pump heating
- Double glazing
- In need of modernisation
- Generous gardens and parking
- PC E

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.

Legal Representative

Rhiannon Hastings

Anthony Collins Solicitors

- T 0121 200 3242
- E rhiannon.hastings@anthonycollins.com

To apply contact:

Newcastle

- □ 01782 622155
- E newcastle@bjbmail.com

от **04**

Windy Nook, Maw Green Road, Crewe, Cheshire, CW1 4HH





- Detached house
- Three bedrooms
- Potential to extend
- In need of modernisation
- Extensive gardens
- EPC TBC



Legal Representative

Oliver Lewis

Hibberts Solicitors

- ⊤ 01270 624225
- E oliver.lewis@hibberts.com

To apply contact:

Crewe

- 01270 213541
- E crewe@bjbmail.com



167 Congleton Road North, Scholar Green, Stoke-on-Trent, Staffordshire, ST7 3HA



Scan or Click

*Guide price £75,000 plus



- Detached cottage
- Two Bedroom
- Lounge/Diner
- In need of modernisation
 - Parking
- EPC E

Legal Representative

TBC

TBC

T TBC

E TBC

To apply contact:

Alsager

- 01270 877778
- E alsager@bjbmail.com



Marsh Box is a stunning new development of 27 one & two-bed apartments that have been purpose built to suit the lifestyle and needs of first-time buyers, young professionals and investors alike.

Estimated rental yields 7%.

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FOR FURTHER INFORMATION PLEASE CONTACT NEWCASTLE-UNDER-LYME BUTTERS JOHN BEE

T: 01782 622155

E: newcastle@bjbmail.com

butters john bee bjb

14a, Solo Court, Peel Terrace, Stafford, Staffordshire, ST16 3HD



Scan or Click

*Guide price £45,000 plus



- Terraced house
- One bedroom
- Open plan lounge kitchen
- Currently let at £5,700 p/a
- Leasehold
- PPC E



Legal Representative

David Grove

FBC Manby Bowdler LLP Solicitors

- T 01902 578000
- david.grove@fbcmb.co.uk

To apply contact:

Stafford

- T 01785 246000
- stafford@bjbmail.com



14 Ashfields New Road, Cross Heath, Newcastle-Under-Lyme, Staffordshire, ST5 2DJ



Scan or Click

*Guide price £91,000 plus



- Semi-detached house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Driveway and garage
- Excellent buy to let potential
- EPC D

Legal Representative

Jim Hickey

Bowcock & Pursaill

- T 01538 399199
- E jh@bowcockpursaill.co.uk

To apply contact:

Newcastle

- T 01782 622155
- E Newcastle@bjbmail.com

9 Ash Grove, Congleton, Cheshire, CW12 4PN



Scan or Click

*Guide price £165,000 plus



- Detached house
- Three bedrooms
- Open Plan Lounge / Diner
- Garage
- Great Location
- EPC E



Legal Representative

Maurice Mason

Mason & Co

⊤ 0161 941 5757

E info@masonandco-solicitors.co.uk

To apply contact:

Congleton

⊤ 01260 280000

E congleton@bjbmail.com



9 Leadendale Lane, Rough Close, Stoke-on-Trent, Staffordshire, ST3 7NJ



Scan or Click

*Guide price £91,000 plus



- Semi-detached house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Enclosed garden to the rear
- EPC G



Mr Timothy Halliday
The Eric Whitehead Partnership

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

It is suggested that potential purchaser's make their own enquiries of mortgage lenders

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

To apply contact:

Longton

- T 01782 594777
- E longton@bjbmail.com

3 Springfield Close, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7LY

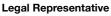


Scan or Click

*Guide price £69,000 plus



- Detached bungalow
- Two bedrooms
- Gas central heating
- UPVC double glazing
- In need of modernisation
- Large garden with greenhouse
- EPC E



Rhiannon Hastings

Anthony Collins Solicitors

- ⊤ 0121 200 3242
- E rhiannon.hastings@anthonycollins.com

To apply contact:

Newcastle

- T 01782 622155
- newcastle@bjbmail.com



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

It is our understanding that this property is of a non-traditional construction and we would therefore suggest interested parties needing mortgage refer to their lender to check if it is suitable for mortgage purposes.



Follow us on **Facebook** @bjbauctions and stay ahead of the game.

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

butters john bee facebook.

^{LOT}

36 Rowley Street, Stafford, Staffordshire, ST16 2RH

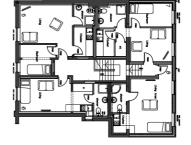


Scan or Click

*Guide price £275,000 plus



- End-terrace property
- Planning for 8 flats
- Planning ref: 15/21724/COU
- Potential rental income approx. £45,900 p/a
- Freehold
- Parking to rear
- EPC E



Legal Representative

David Grove

FBC Manby Bowdler LLP Solicitors

- T 01902 578000
- E david.grove@fbcmb.co.uk

To apply contact:

Stafford

- T 01785 246000
- stafford@bjbmail.com



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



Scan or Click

*Guide price £63,000 plus



- Second floor apartment
- Two bedrooms
- Open plan living
- In need of modernisation
- Close to local amenities
- EPC TBC



Legal Representative

Ian Ashley

Chesworths Solicitors

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

To apply contact:

Longton

- ⊤ 01782 594777
- E longton@bjbmail.com



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



Scan or Click

*Guide price £63,000 plus



- Second floor apartment
- Two bedrooms
- Open plan living
- In need of modernisation
- Close to local amenities
- EPC TBC



Legal Representative

Ian Ashley

Chesworths Solicitors

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

To apply contact:

Longton

- 01782 594777
- E longton@bjbmail.com



^{LOT} 14

101 Lord Street, Crewe, Cheshire CW2 7DP



Scan or Click

*Guide price £50,000 plus



- Mid-terraced house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Courtyard to the rear
- PPC F



Legal Representative

Lisa Burton

Talbots Law

- T 01384 447777
- E lisaburton@talbotslaw.co.uk

To apply contact:

Crewe

- ⊺ 01270 213541
- E crewe@bjbmail.com



110 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD



Scan or Click

*Guide price £55,000 plus



- Mid-terrace house
- Two bedrooms
- Two reception rooms
- Ideal buy to let investment
- Close to town centre
- Easy access to major supermarket and retail centre
- EPC G



We have been informed that this property has a partial title which has an indemnity policy supplied through the conveyancer.

Legal Representative

Mr S Vasev

Walters & Plaskitt

- T 01782 819611
- E S.vasey@waltersandplaskitt.com

To apply contact:

Hanley

- T 01782 202600
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Scan or Click

*Guide price £100,000 plus



- Semi-detached house
- Two bedrooms
- In need of modernisation
- Large corner plot
- EPC D



It is our understanding that the above property may have suffered structural movement, therefore it is suggested that potential purchasers carry out their own structural investigations prior to bidding.

Legal Representative

Murray Cantlay

Woolliscrofts Solicitors

⊤ 01782 204000

E TBC

To apply contact:

Kidsgrove

- T 01782 784442
- E kidsgrove@bjbmail.com

110 Great King Street, Macclesfield, SK11 6PW



Scan or Click

*Guide price £180,000 plus



- End-terrace house
- Three bedrooms
- Accommodation over four floors
- In need of modernisation
- Period features
- Rear garden
- EPC E

Legal Representative

Claire Hilton

Hall Smith Whittingham

- T 01270 610300
- E chilton@hswsolicitors.co.uk

To apply contact:

Macclesfield

- T 01625 869996
- E macclesfield@bjbmail.com





34 Enderley Street, Newcastle-under-Lyme, Staffordshire, ST5 2DD



Scan or Click

*Guide price £75,000 plus



- Mid-terraced house
- Two bedrooms
- Two reception rooms
- Close to Newcastle town centre
- PPC D



Legal Representative

Clint Hughes

Jamesons Property Lawyers

- T 01782 719009
- E clinthughes@jamesons-conveyancing.co.uk

To apply contact:

Newcastle

- ⊤ 01782 622155
- E newcastle@bjbmail.com



27 Tisdale Rise, Kenilworth, Warwickshire, CV8 2QU



*Guide price £105,000 plus



- Ground floor maisonette
- 1 bedroom
- In need of modernisation
- PPC TBC



Legal Representative

Steven Lewis

Ward & Rider Solicitors

- T 01926 827804
- Steve.lewis@wardrider.co.uk

To apply contact:

haart of Kenilworth

- 01926 864408
- Kenilworth@brianholt.co.uk

haart

47 Chatham Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NY

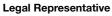


Scan or Click

*Guide price £87,000 plus



- Mid-terrace house
- Four bed HMO
- Two tenants in situ
- Potential gross income approx. £15,000 p/a
- Potential annual yield over 15%
- Fantastic investment
- EPC E



John Paice

James Legal Solicitors

⊤ 01482 225566

john.paice@jameslegal.co.uk

To apply contact:

Hanley

01782 202600

E hanley@bjbmail.com







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- Hassle free takeover of management service for existing investment portfolios

butters john bee Investor Services Team



Head of Landlord Investment

- T 07960 120267
- E investorservicesteam@spicerhaart.co.uk



butters john bee bjb

47 Talke Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2PW



Scan or Click

*Guide price £130,000 plus



- Semi-detached house
- Three Bedrooms
- Lounge/Diner
- Utility Area
- Ground floor WC
- In need of modernisation
- EPC TBC

Legal Representative

Kate Heath

Poole Alcock Solicitors

- T 01270 527054
- E kateheathteam@poolealcock.co.uk

To apply contact:

Alsager

- T 01270 877778
- E alsager@bjbmail.com

6 Calvert Grove, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8QA



Scan or Click

*Guide price £64,000 plus



- Semi-detached house
- Three bedrooms
- Gas central heating
- UPVC double glazing
- In need of modernisation
- Generous plot
- EPC D

Legal Representative

Rhiannon Hastings

Anthony Collins Solicitors

- T 0121 200 3242
- E rhiannon.hastings@anthonycollins.com

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com



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

It is our understanding that this property is of a non-traditional construction and we would therefore suggest interested parties needing mortgage refer to their lender to check if it is suitable for mortgage purposes.

42 Lichfield Road, Stafford, Staffordshire, ST17 4LL



Scan or Click

*Guide price £275,000 plus



- End-terrace property
- 5 Self-contained flats
- Current rental income approx. £32,640 p/a
- Freehold
- Parking to rear
- Close to town centre
- EPC E



Legal Representative

David Grove

FBC Manby Bowdler LLP Solicitors

- T 01902 578000
- E david.grove@fbcmb.co.uk

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New Pilgrims Cottage, Tavistock Place, Basford, Stoke-on-Trent, ST4 6HY



Scan or Click

*Guide price £155,000 plus



- Detached Bungalow
- Four Bedrooms
- Within walking distance to the University Hospital
- Close to Newcastle Town Centre
- PPC D



Legal Representative

Charltons Solicitors

Sharon Farrow

⊤ 01782 522111

E sharon@charltonssolicitors.co.uk

To apply contact:

Newcastle

⊤ 01782 622155

newcastle@bjbmail.com



4 Foley Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DY



Scan or Click

*Guide price £70,000 plus



- End-terrace house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Out-building to the rear
- EPC TBC



Legal Representative

TBC

TBC

T TBC

E TBC

To apply contact:

Longton

T 01782 594777

E longton@bjbmail.com



9 St John Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 2HP



Scan or Click

*Guide price £87,000 plus



- Mid-terraced house
- Five bedrooms
- One reception room
- EPC C

Legal Representative

Sharon Plane

Goddard Dunbar & Associates Ltd

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

To apply contact:

Hanley

- T 01782 202600
- E hanley@bjbmail.com

1 Napley Road, Market Drayton, Shropshire, TF9 4DR



Scan or Click

*Guide price £159,000 plus



- Semi-detached house
- Three bedrooms
- Oil central heating
- UPVC double glazing
- In need of modernisation
- Generous gardens
- EPC D



Rhiannon Hastings

Anthony Collins Solicitors

- T 0121 200 3242
- E rhiannon.hastings@anthonycollins.com

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com



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

1 St Davids Road, Stafford, Staffordshire, ST17 9RH



Scan or Click

*Guide price £60,000 plus



- Semi-detached house
- Three bedrooms
- Open plan kitchen diner
- In need of modernisation
- Front and rear gardens
- EPC C



It is our understanding that this property is considered to be of a non-traditional construction and we therefore suggest that interested parties make enquiries of mortgage lenders as to whether the property is considered suitable for mortgage purposes.

Legal Representative

Julie Meers

Mark Redler Solicitors

- T 01785 256445
- E jmeers@markredler.co.uk

To apply contact:

Stafford

- T 01785 246000
- E stafford@bjbmail.com

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39 Penfleet Avenue, Meir, Stoke-on-Trent, Staffordshire, ST3 6BP



Scan or Click

*Guide price **£80,000**



- Fore-courted mid-terrace
- Three bedrooms
- Lounge/diner
- Utility room
- Garden to the rear
- PPC D



Legal Representative

Lee Pointon

AH Brookes

- ⊤ 01538 383201
- E leepointon@ahbrooks.co.uk

To apply contact:

Longton

- 01782 594777
- E longton@bjbmail.com



43 Electricity Street, Crewe, Cheshire CW2 7EW



Scan or Click

*Guide price £65,000 plus



- Mid-terraced house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Courtyard to the rear
- PPC D



Legal Representative

Kimberley Thorley

Simpson Jones

- ⊤ 01332 200200
- E kimberleyt@simpsonjones.co.uk

To apply contact:

Crewe

- T 01270 213541
- E crewe@bjbmail.com



42 Nash Peake Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5BT



Scan or Click

*Guide price £50,000 plus



- Mid-terrace house
- Two bedrooms
- Currently let at £4,680 p/a
- Potential annual yield of 7.85%
- Close to town centre
- Play area to the rear
- PPC D



Legal Representative

Kay Liddle

PM Property Lawyers

T 0114 249 6926

E kliddle@pmpl.co.uk

To apply contact:

Hanley

01782 202600

E hanley@bjbmail.com



24 The Cardway, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8NF



Scan or Click

*Guide price £69,000 plus



- Semi-detached house
- Three bedrooms
- Gas central heating
- UPVC double glazing
- In need of modernisation
- Generous plot
- EPC D

Legal Representative

Rhiannon Hastings

Anthony Collins Solicitors

- T 0121 200 3242
- E rhiannon.hastings@anthonycollins.com

To apply contact:

Newcastle

- T 01782 622155
- newcastle@bjbmail.com



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

It is our understanding that this property is of a non-traditional construction and we would therefore suggest interested parties needing mortgage refer to their lender to check if it is suitable for mortgage purposes.

Land adj. 92 Burntwood Road, Norton Canes, Cannock, WS11 9RG



Scan or Click

*Guide price £25,000 plus



- Development plot
- Outline Planning for 1 detached dwelling
- Ref: CH/18/346
- Site Area: 0.05 Acre (202m²)
- PC N/A



Legal Representative

Allan Binns

Dunham Guest & Lyons

T 01543 462121

E allanbinns@dglyons.co.uk

To apply contact:

Land & New Homes

T 01782 211147

residential-land@bjbmail.com



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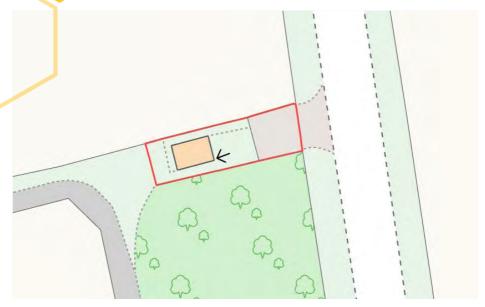


Fmr Teddesley Telephone Exchange, nr Bednall, Stafford, Staffordshire, ST19 5RP



Scan or Click

*Guide price £20,000 plus



- Plot fronting main road with single storey building
- Located on the edge of Cannock Chase
- Site Area: 0.045 Acre (182m²)
- Potential for alternative uses STPP
- EPC N/A



Legal Representative

Carla Dawn

RJS Solicitors

- ⊤ 01782 646320
- E CarlaDawn@RJSSolicitors.com

To apply contact:

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



Land at Sarver Lane, Dilhorne, Stoke-on-Trent, Staffordshire, ST10 2PD



*Guide price £5,000 plus



- Plot of land with 2 brick buildings
- Estimated site area approx: 1,700 sq ft (155 sq m)
- Storage building: 139 sq ft (13 sq m)
- Former outside toilet: 32 sq ft (3 sq m)
- EPC N/A



Legal Representative

Ms Rebecca Lea

Tinsdills Solicitors

- ⊤ 01782 612311
- E rebecca.lea@tinsdills.co.uk

To apply contact:

- 01782 212201
- E commercial@bjbmail.com



Land at Chamberlain Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NR



*Declared Reserve £3,000



- Former single garage site
- Estimated site area approx: 60-70 sq ft
- Site area approx:
- Located at the end of a residential street
- Overlooking canal
- EPC N/A



Legal Representative

Ms Rebecca Lea

Tinsdills Solicitors

T 01782 612311

F rebecca.lea@tinsdills.co.uk

To apply contact:

- T 01782 212201
- E commercial@bjbmail.com

Land at Main Street, Weston Coyney, Stoke-on-Trent, Staffordshire, ST3 6QR



*Guide price £10,000 plus



- Open plot in residential area
- Estimated site area approx: 11,607 Sq ft (1,028 sq m)
- Site area approx:
- EPC N/A



Legal Representative

Ms Rebecca Lea

Tinsdills Solicitors

- T 01782 612311
- E rebecca.lea@tinsdills.co.uk

To apply contact:

- 01782 212201
- E commercial@bjbmail.com

Land at High Lane, Tunstall, Stoke-on-Trent, Staffordshire, ST6 7EP



Scan or Click

*Declared Reserve £10,000



- Potential for development
- Subject to planning consent
- Site Area: 0.12 Acre (480m²)
- Pre-Auction Offers will NOT be considered
- PC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

⊺ 0845 077 9566

E ian.wilson@freeths.co.uk



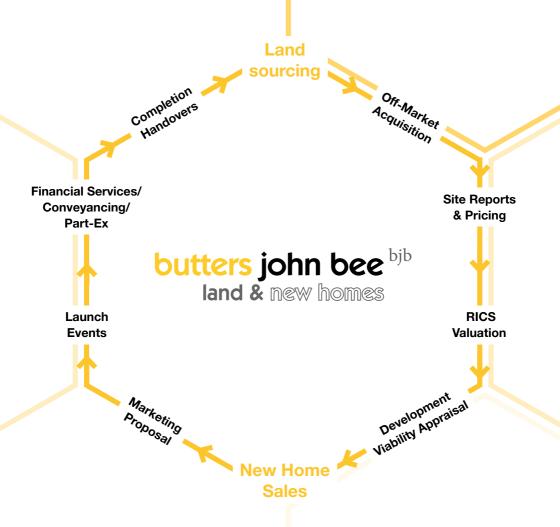
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Land & New Homes

⊤ 01782 211147

E residential-land@bjbmail.com





For a no obligation discussion please contact:

Carlos Hernandez

Regional New Homes Sales Manager

- T 07741 152287
- E CarlosHernandez@bjbmail.com

Sam Bowyer

New Homes Sales Manager

- T 07966 447520
- E sambowyer@bjbmail.com

Paul G. Beardmore BSC MRICS

Director Residential Land

- 01782 211147
- PaulBeardmore@bjbmail.com

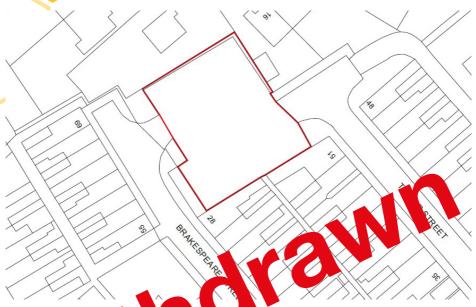


Land at Brakespeare Street, Goldenhill, Stoke-on-Trent, Staffordshire, ST6 5RY



Scan or Click

*Declared Reserve £10,000



- Potential for devel men
- Subject t planning nse
- Sit rea: 18 re (11 m²)
- Pre tic Offe will be considered



Legal Representative

Ian Wilson

Freeths Solicitors

- T 0845 077 9566
- E ian.wilson@freeths.co.uk



To apply contact:

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

Land at Frank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5RJ



Scan or Click

*Declared Reserve £5,000



- Potential for development
- Subject to planning consent
- Site Area: 0.048 Acre (195m²)
- Pre-Auction Offers will NOT be considered
- EPC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

- T 0845 077 9566
- E ian.wilson@freeths.co.uk



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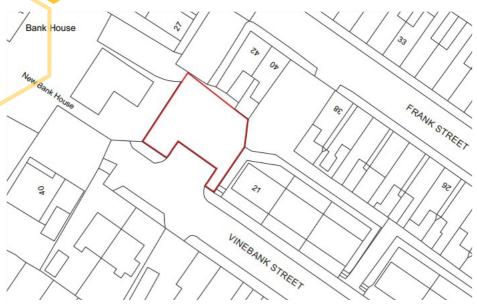


Land at Vinebank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5AD



Scan or Click

*Declared Reserve £7,000



- Potential for development
- Subject to planning consent
- Site Area: 0.059 Acre (241m²)
- Pre-Auction Offers will NOT be considered
- EPC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

T 0845 077 9566

E ian.wilson@freeths.co.uk



To apply contact:

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- E residential-land@bjbmail.com



Land at Water Street, West End, Stoke-on-Trent, Staffordshire, ST4 4BN



Scan or Click

*Declared Reserve £10,000



- Potential for development
- Subject to planning consent
- Site Area: 0.070 Acre (287m²)
- Pre-Auction Offers will NOT be considered
- EPC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

- T 0845 077 9566
- E ian.wilson@freeths.co.uk



To apply contact:

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



Plot 1 London Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5NZ



Scan or Click

*Declared Reserve £10,000



- Potential for development
- Subject to planning consent
- Site Area: 0.11 Acre (459m²)
- Pre-Auction Offers will NOT be considered
- EPC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

T 0845 077 9566

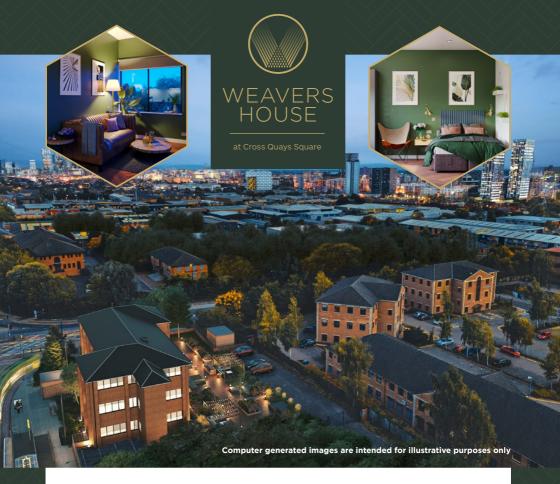
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Plot 2 London Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 5NZ



Scan or Click

*Declared Reserve £10,000



- Potential for development
- Subject to planning consent
- Site Area: 0.056 Acre (226m²)
- Pre-Auction Offers will NOT be considered
- PC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

⊤ 0845 077 9566

E ian.wilson@freeths.co.uk



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- Expected rental prices and yields on all property details sent via the Investor Club



Contact Kate Hurles

Head of Landlord Investment

- T 07960 120267
- E investorservicesteam@spicerhaart.co.uk



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INVESTOR CLUB

Land at Stone Road, Trent Vale, Stoke-on-Trent, Staffordshire, ST4 6LR



Scan or Click

*Declared Reserve £10,000



- Potential for development
- Subject to planning consent
- Site Area: 0.27 Acre (1,095m²)
- Pre-Auction Offers will NOT be considered
- EPC N/A



Legal Representative

Ian Wilson

Freeths Solicitors

T 0845 077 9566

E ian.wilson@freeths.co.uk



To apply contact:

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



4 Edensor Road, Longton, Stoke-on-Trent, Staffordshire, ST3 2NU



Scan or Click

*Guide price **£55,000**



- Commercial building
- Retail Investment
- Currently let at £8,000 p/a
- EPC TBC

Legal Representative

Mrs Joy Hancock

Bowcock & Pursaill Solicitors

- T 01889 598888
- E joy.hancock@bowcockpursaill.co.uk

To apply contact:

- 01782 212201
- E commercial@bjbmail.com

142 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD



Scan or Click

*Guide price **£50,000**



- Mid-terrace house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Close to town centre
- PC E



Legal Representative

Simon Newbold

Seymours Solicitors

- T 02476 553961
- simonnewbold@seymours.co.uk

To apply contact:

Hanley

- T 01782 202600
- E hanley@bjbmail.com

13 Casson Street, Crewe, Cheshire CW1 3EG



*Guide price **£30,000**



- Mid-terraced house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Desirable location
- EPC B



Legal Representative

Claire Hickman

Hall Smith Whittingham

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

To apply contact:

Crewe

- 01270 213541
- E crewe@bjbmail.com



Notes

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

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction.

Please check our website regularly at buttersjohnbee.com

and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

Guide Price: An indication of the seller's current minimum acceptable price at auction. The guide price or range of quide 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 quide price and the reserve price can be subject to change up to and including the day of the auction.

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

Agreed completion date Subject to condition G9.3:

(a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

Approved financial institution Any bank or building society that 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:

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

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval. Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

Financial charge A charge to secure a loan or other financial indebtness (not including a rentcharge).

General conditions That part of the **sale conditions** so headed, including any extra general conditions.

Interest rate If not specified in the special conditions, 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

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 disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

- A2.1 As agents for each seller we have authority to:

 (a) prepare the catalogue from information supplied by or on behalf of each seller:
 - (b) offer each lot for sale:
 - (c) sell each lot;
 - (d) receive and hold deposits:
 - (e) sign each sale memorandum; and
 - (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
- A2.2 Our decision on the conduct of the auction is final.
- A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots.

 A lot may be sold or withdrawn from sale prior to the auction.
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

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:
 (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
 (b) sign the completed sale memorandum; and
 (c) pay the deposit.
- A5.4 If you do not we may either:
 (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf. A5.5 The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** 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:

 (a) **you** are personally liable to buy the **lot** even if **you** are
 - acting as an agent; and
 (b) you must indemnify the seller in respect of any loss the
- seller incurs as a result of the buyer's default.

 A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

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

- Despite any condition to the contrary:

 (a) The minimum deposit we accept is £1,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit
 - (b) Sub-clause (a) of Auction Conduct Condition A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the seller unless expressly stated otherwise in the special conditions provided that where VAT would be chargeable on the deposit were it to be held as agent for the seller, the deposit will be held as stakeholder despite any contrary provision in any condition; and" (c) where the deposit is paid to us to be held as
 - (c) where the deposit is paid to us to be nead 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 £800 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 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) outgoings and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:

(a) the **documents**, whether or not the **buyer** has read them; and

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2 Deposit

- G2.1 The amount of the deposit is the greater of: (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - (b) 10% of the price (exclusive of any VAT on the price).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the

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G3.1

- 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

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 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

- 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.
 - If any of the documents is not made available before the auction the following provisions apply:

(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction. (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.

(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry:

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to

send the completed registration documents to the buyer. (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

> (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

> (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract. G4 5
- The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4 6 The seller (and, if relevant, the buver) 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.
- The seller cannot be required to transfer the lot to anyone G5.3 other than the buyer, or by more than one transfer. G6
- 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.
- Payment is to be made in pounds sterling and only by: G6.3 (a) direct transfer to the seller's conveyancer's client account: and
- (b) the release of any deposit held by a stakeholder. Unless the seller and the buyer otherwise agree, G6 4 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
- convevancer'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

- The seller or the buyer may on or after the agreed G7.1 completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.

- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has: (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder:
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot: and
- (e) claim damages from the buyer.
- 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.

Landlord's licence G9

- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- The **contract** is conditional on that licence being obtained. by way of formal licence if that is what the landlord lawfully
- 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 buver that licence has been obtained.
- The seller must: G9.4 (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 buver 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.

Interest and apportionments G10

- 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.
- Subject to condition G11 the seller is not obliged to G10.2 apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless: (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up
- to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer. G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

(c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

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.
- 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

Part 3 Buyer not to pay for arrears

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

(a) so state: or

(b) give no details of any arrears.

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

(a) try to collect them in the ordinary course of management G15.1 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.
- G122 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 G15.6 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

- Where a sale condition requires money to be paid or other G14.1 consideration to be given, the paver 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

- 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. The buyer confirms that:
- G15.3 (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 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 I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by practitioner

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

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

- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20 TUPE

- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

 (a) The seller must notify the buyer of those employees.

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

(b) The **buyer** confirms that it will comply with its obligations

under **TUPE** and any **special conditions** in respect of the Transferring Employees.

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

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

G21 Environmental

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

G22 Service Charge

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

 (a) service charge expenditure attributable to each tenancy;
 (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received:
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:

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

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

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

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

 (b) the buyer must covenant with the seller to hold it is accordance with the temperature and to
 - 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 G26 proceedings without the written consent of the buyer, such The buyer must not assign, mortgage or otherwise transfer or part 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

If a rent review is agreed or determined before completion G23.7 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.

The seller and the buyer are to bear their own costs in G23.8 relation to rent review negotiations and proceedings.

G24 Tenancy renewals

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

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 G28.3 any proceedings.

G24.3 If the seller receives a notice the seller must send a copy to the buver within five business days and act as the buver reasonably directs in relation to it.

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.

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.

No assignment

G27.2

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. 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.

to or by their conveyancers.

G28 Notices and other communications All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given

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

A communication is to be treated as received: (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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