

**Monday 20th
June, 2022
6.30pm start**

Property auction catalogue

**The Double Tree by Hilton Hotel
Festival Park
Stoke-on-Trent
Staffordshire, ST1 5BQ**

butters^{bjb}
john bee
haart Darlows



Property auctions

The Double Tree by Hilton Hotel, Stoke-on-Trent, ST1 5BQ

Auction dates

25th July

12th September

17th October

21st November

Closing date for entries

17th June

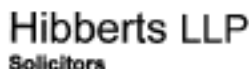
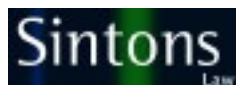
5th August

9th September

14th October

All auctions start at 6.30pm

Freehold & Leasehold Lots offered in conjunction with...



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



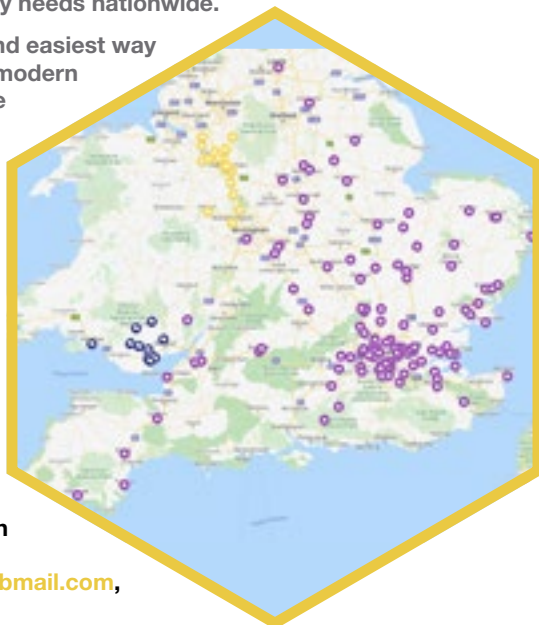
We continue to be the number 1 Auctioneer across the region, and we have recently been working with our sister companies **Darlows** and **haart** covering a much larger area so we can start to offer you many more properties across the UK.

Whether buying or selling you're in safe hands with us, our award winning Auction Dept. is backed at **butters john bee** by a network of Residential offices and Area Partners across Staffordshire, Cheshire & Shropshire, and we have a dedicated Commercial and Land & New Homes teams. **Darlows** operate across the Cardiff and the South Wales area, and **haart** cover the majority of Southern England. So you can be sure you are getting the best expert local knowledge and specialist advice from one of our property professionals based in the area.

Our Just Mortgages financial services can assist with all your mortgage and insurance requirements, and we can offer our own in house conveyancing. We also have Residential and Commercial Lettings agencies for all our brands, and Survey Nation can help you with your survey needs nationwide.

Selling at auction is the quickest and easiest way to buy and sell property in today's modern market, Online bidding has become increasingly popular of late and **bjb Auctions** is equipped with the latest internet technology enabling a wider range of buyers to easily access our services meaning you can bid from your home or office anywhere in the Country. We regularly bring you a wide selection of properties, with nine sales this year we will always have a good mix of Lots on offer, Residential property, Commercial Premises and Land.

If you have a property to sell, or any queries about buying at auction then contact the auction team on 0800 090 2200, or email auction@bjbmail.com, and we will be happy to help.



Proof of identity and address

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

Original documents **MUST** be provided.

Photocopies are **NOT** acceptable.

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

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

There are a few options available to you:

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

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

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

List A – proof of ID

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

List B – proof of ID

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

List C – proof of address

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

The following forms of proof of address are not acceptable:

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

Property auction

buyer's guide

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

- Think ahead, butters john bee hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website buttersjohnbee.com
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.
- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We 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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- ✓ Buy To Let*
- ✓ Life Insurance
- ✓ Critical Illness Cover
- ✓ Income Protection
- ✓ Buildings & Contents Insurance
- ✓ Accident & Sickness Cover

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

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Bid live online!

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

What does the service cost?

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

Can I just watch?

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

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.

essential
information group

Order of sale

(unless previously sold or withdrawn)

Monday 20th June at 6.30pm

- 1 432a, King Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DB
- 2 123, Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LY
- 3 56, Smithpool Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 4PA
- 4 58, Smithpool Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 4PA
- 5 60, Smithpool Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 4PA
- 6 5, Frank Street, Boothton, Stoke-on-Trent, Staffordshire, ST4 5RJ
- 7 21, Derby Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1SG
- 8 30, Casson Street, Crewe, Cheshire, CW1 3EG
- 9 31, Kinver Street, Smallthorne, Stoke-on-Trent, Staffordshire, ST6 1JZ
- 10 18, Bradwall Street, Sandbach, Cheshire, CW11 1GJ
- 11 29, Bradwall Street, Sandbach, Cheshire, CW11 1GJ
- 12 271, Walthall Street, Crewe, Cheshire, CW2 7LE
- 13 34, Second Wood Street, Nantwich, Cheshire, CW5 5EQ
- 14 The Caretakers House off Gallowstree Lane, Westlands, Newcastle-under-Lyme, Staffordshire, ST5 2QR
- 15 Garages at: Newton Street, Crewe, Cheshire, CW1 2NE
- 16 8-10, Carlisle Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4HL
- 17 Bradshaw Brook Methodist Church, Middlewich Road, Allostock, Knutsford, Cheshire, WA16 9JQ
- 18 10, Brunswick Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 1DR
- 19 30, High Street, Crewe, Cheshire, CW2 7BL
- 20 22, High Street, Gnosall, Stafford, Staffordshire, ST20 0EX
- 21 The White Horse Hotel, 48, High Street, Wem, Shrewsbury, Shropshire, SY4 5DG
- 22 Land at, Bolas Road, Ercall Heath, Telford, Shropshire, TF6 6PN
- 23 The Former Chapel, Chapel Lane, Harriseahead, Stoke-on-Trent, Staffordshire, ST7 4JN
- 24 Land at: Old Middlewich Road, Sandbach, Cheshire, CW11 1DP
- 25 Land at: Buller Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3ES
- 26 Land at: Spur Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3ES
- 27 Land at: Burnham Street, Longton, Stoke-on-Trent, Staffordshire, ST4 3EX
- 28 Land at: Vinebank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5AD
- 29 Land R/O Wilbraham House, Church Street, Audley, Stoke-on-Trent, Staffordshire ST7 8DE
- 30 Land at: Tadgedale Avenue, Loggerheads, Market Drayton, Shropshire, TF9 4DD
- 31 12, Church Road, Barnton, Northwich, Cheshire, CW8 4JH
- 32 44, Penkhull New Road, Penkhull Stoke-on-Trent, Staffordshire, ST4 5DB
- 33 163, Campbell Road, Stoke, Stoke-on-Trent, Staffordshire, ST4 4EL
- 34 23, Zennor Grove, Bentilee, Stoke-on-Trent, Staffordshire, ST2 9LH
- 35 21, Rutland Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5JG
- 36 33, Westbourne Avenue, Crewe, Cheshire, CW1 3QP
- 37 8, Lewis Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 7RR
- 38 93, Gilman Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3PL
- 39 1, Birks Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 4HE
- 40 16, St James Green, Cotes Heath, Stafford, ST21 6RU
- 41 6, Westfield Drive, Crewe, Cheshire, CW2 8ES
- 42 Land at: Queen Street, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7EN
- 43 Land at: Peel Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4PF
- 44 Land at: Sutton Street, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7JH



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- 28 Land at: Vinebank Street, West End, Stoke-on-Trent, Staffordshire, ST4 5AD
- 12 271, Walthall Street, Crewe, Cheshire, CW2 7LE
- 36 33, Westbourne Avenue, Crewe, Cheshire, CW1 3QP
- 41 6, Westfield Drive, Crewe, Cheshire, CW2 8ES
- 34 23, Zennor Grove, Bentilee, Stoke-on-Trent, Staffordshire, ST2 9LH



Proof of identity and address

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.

LOT
01

**432a King Street, Fenton,
Stoke-on-Trent, Staffordshire,
ST4 3DB**



Scan or Click

***Guide price £20,000 plus**



- End-terrace house
- Two bedrooms
- In need of renovation & repair
- Close to town centre
- EPC - E



Legal Representative

Clint Hughes

Jamesons Conveyancing Ltd

T 01782 719009

E clinthughes@jamesons-conveyancing.co.uk

To apply contact:

Longton bjb

T 01782 594777

E longton@bjbmail.com

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

LOT
02

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



Scan or Click

***Guide price £20,000 plus**



- End-terrace house
- Three bedrooms
- In need of renovation & repair
- Garden to the rear
- EPC - TBC



Legal Representative

Victoria Anderson

Talbots Law

T 01384 438009

E victoriaanderson@talbotslaw.co.uk

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:

Kidsgrove bjb

T 01782 784442

E kidsgrove@bjbmail.com

LOT
03

**56 Smithpool Road, Fenton,
Stoke-on-Trent, Staffordshire,
ST4 4PA**

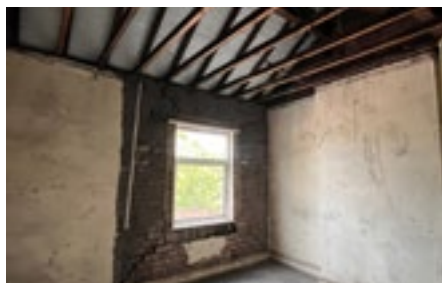


Scan or Click

***Guide price £25,000 plus**



- Mid-terraced house
- First floor has been stripped back
- In need of renovation & repair
- Rear yard
- Potential rental income approx. £6,900 - £7,200 p/a
- 6 week completion
- EPC - TBC



Legal Representative

Mr Abdi Ebrahimi

Tinsdills

T 01782 652331

E Abdi.Ebrahimi@tinsdills.co.uk

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.

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



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LOT
04

**58 Smithpool Road, Fenton,
Stoke-on-Trent, Staffordshire,
ST4 4PA**



Scan or Click

***Guide price £25,000 plus**



- Mid-terraced house
- Three bedrooms
- In need of renovation & repair
- Rear yard
- Potential rental income approx. £6,900 - £7,200 p/a
- 6 week completion
- EPC - TBC



Legal Representative

Mr Abdi Ebrahimi

Tinsdills

T 01782 652331

E Abdi.Ebrahimi@tinsdills.co.uk

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.

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com

LOT
05

**60 Smithpool Road, Fenton,
Stoke-on-Trent, Staffordshire,
ST4 4PA**



Scan or Click

***Guide price £25,000 plus**



- Mid-terraced house
- Stripped back to bare brick
- In need of renovation & repair
- Rear yard
- Potential rental income approx. £6,900 - £7,200 p/a
- 6 week completion
- EPC – TBC



Legal Representative

Mr Abdi Ebrahimi

Tinsdills

T 01782 652331

E Abdi.Ebrahimi@tinsdills.co.uk

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.

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com

LOT
06

**5 Frank Street, Boothon,
Stoke-on-Trent, Staffordshire,
ST4 5RJ**



Scan or Click

***Guide price £41,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of renovation & repair
- Paved yard to the rear
- EPC - E



Legal Representative

Kerry Dundas

Dundas Law

T 01782 528338

E kerry@dundaslaw.co.uk

To apply contact:

Newcastle bjb

T 01782 622155

E newcastle@bjbmail.com



LOT
07

21 Derby Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1SG



Scan or Click

***Guide price £150,000 plus**



- Detached bungalow
- Three bedrooms
- Kitchen/utility
- Corner plot
- Detached garage
- EPC - D



Legal Representative

James Young

Alexander Grace Law

T 01282 930403

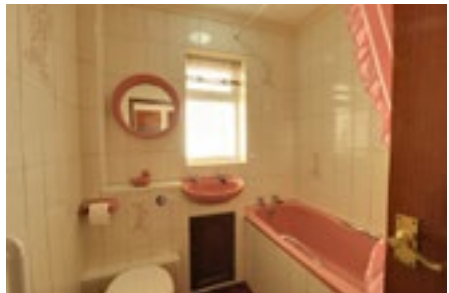
E jy@alexandergrace-law.co.uk

To apply contact:

Kidsgrove bjb

T 01782 784442

E kidsgrove@bjbmail.com



LOT
08

**30 Casson Street, Crewe,
Cheshire, CW1 3EG**



Scan or Click

***Guide price £80,000 plus**



- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Popular Location
- EPC – E



Legal Representative

Liam Henry

Alexander Grace Law

T 01282 930403

E lhenny@alexandergrace-law.co.uk

To apply contact:

Crewe bjb

T 01270 213541

E : crewe@bjbmail.com



BAY

VIEW

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029 2022 5551

LOT
09

**31 Kinver Street, Smallthorne,
Stoke-on-Trent, Staffordshire,
ST6 1JZ**

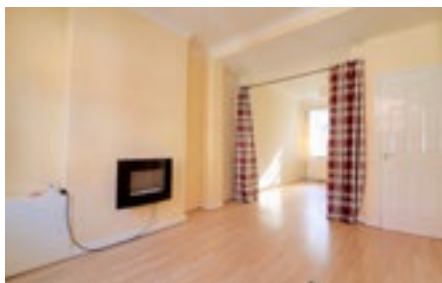


Scan or Click

***Guide price £50,000 plus**



- Mid-terrace house
- Two bedrooms
- Open plan living room
- In need of modernisation
- EPC - D



Legal Representative

Sanjeev Kalair

BES Legal Ltd

T 0330 124 7474

E sk@beslegal.co.uk

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:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com

LOT
10

**18 Bradwall Street, Sandbach,
Cheshire, CW11 1GJ**



Scan or Click

***Guide price £65,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of renovation & repair
- EPC - F



Legal Representative

Kate Heath

Poole Alcock

T 01270 527054

E kateheathteam@poolealcock.co.uk

To apply contact:

Sandbach bjb

T 01270 768919

E sandbach@bjbmail.com



LOT
11

**29 Bradwall Street, Sandbach,
Cheshire, CW11 1GJ**



Scan or Click

***Guide price £85,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of renovation & repair
- EPC - F



Legal Representative

Kate Heath

Poole Alcock

T 01270 527054

E kateheathteam@poolealcock.co.uk

To apply contact:

Sandbach bjb

T 01270 768919

E sandbach@bjbmail.com



LOT
12

**271 Walthall Street, Crewe,
Cheshire, CW2 7LE**



Scan or Click

***Guide price £225,000 plus**



- Detached property
- Four self-contained flats
- Fully let, Income over £20,000 p/a
- Well-presented modern interiors
- Allocated Parking
- EPC – D/E



Legal Representative

Sue Curzon

Key 2 Conveyancing

T 01270 696780

E Sue.curzon@key2conveyancing.co.uk

To apply contact:

Crewe bjb

T 01270 213541

E crewe@bjbmail.com



LOT
13

**34 Second Wood Street,
Nantwich, Cheshire, CW5 5EQ**



Scan or Click

***Guide price £110,000 plus**



- Mid-terrace house
- Two Bedrooms
- Surprising Size
- Beautifully Presented
- Close to Town Centre
- EPC - D



Legal Representative

Mr Martyn Measures

Hibberts Solicitors

T 01270 624225

E mhm@hibberts.com

To apply contact:

Nantwich bjb

T 01270 623444

E nantwich@bjbmail.com





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Services Team**

Contact **Kate Hurles**

Head of Landlord Investment

T 07960 120267

E investorserviceteam@spicerhaart.co.uk



butters john bee^{bjb}
INVESTOR SERVICES TEAM

LOT
14

**The Caretakers House off
Gallowstree Lane, Westlands,
Newcastle-under-Lyme,
Staffordshire, ST5 2QR**



Scan or Click

***Guide price £132,000 plus**



- Former caretaker's home
- Three bed detached house
- Large kitchen/dining
- Lounge
- In need of modernisation
- Generous garden
- Large store (former garage)
- EPC - C



Legal Representative

Kirsty Gowthorpe

Anthony Collins

T 01212003242

E kirsty.gowthorpe@anthonycollins.com

It is a condition of the contract that the buyer will erect a perimeter fence to the front of the property between the property boundary and the school access.

To apply contact:

Newcastle bjb

T 01782 622155

E newcastle@bjbmail.com

LOT
15

Garages at Newton Street, Crewe, Cheshire, CW1 2NE



Scan or Click

*Guide price **£25,000 plus**



- Garage site on corner plot
- Block of 3 & semi-detached garages
- Current income £1,524 per annum
- EPC – N/A



Legal Representative
Mr Jonathan Manning
Hibberts LLP Solicitors
T 01270 215117
E jhm@hibberts.com

To apply contact:
Commercial bjb
T 01782 212201
E commercial@bjbmail.com



LOT
16

**8-10 Carlisle Street, Dresden,
Stoke-on-Trent, Staffordshire,
ST3 4HL**

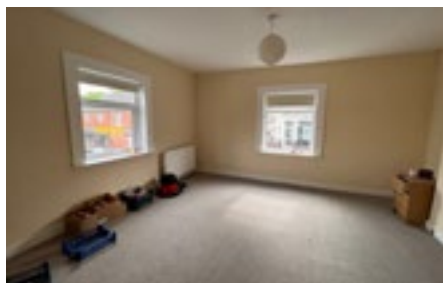


Scan or Click

***Guide price £100,000 plus**



- Mixed Use Investment property
- Current Income £11,900 p/a
- Ground floor Retail shop
- First floor 2/3 bed flat
- Gas CH, double glazing
- Garage & FF space
- Previous PP for additional flat
- EPC – E (118)



Legal Representative

Ms Jacqueline Morris

Myers & Co

T 01782 525020

E jackie.morris@myerssolicitors.co.uk

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



LOT
17

**Bradshaw Brook Mdst Church,
Middlewich Road, Allstock,
Knutsford, Cheshire, WA16 9JQ**



Scan or Click

***Guide price £250,000 plus**



- Detached former Methodist church
- Sits within its own grounds
- In and out driveway, car park
- Suit a variety of uses STPP
- EPC - TBC



Legal Representative

Joanne Russell

Sintons LLP

T 0191 226 7832

E joanne.russell@sintons.co.uk

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



LOT
18

**10 Brunswick Street, Hanley,
Stoke-on-Trent, Staffordshire,
ST1 1DR**



Scan or Click

***Guide price £275,000 plus**



- Freehold Mixed Use Investment
- In the pedestrianised heart of Hanley
- Modernised to high standard
- Current gross income £31,380 p/a (11.4% yield)
- Fully let 4-bedroom HMO with ensembles
- Fully let 2-bedroom flat
- Fully let 1-bedroom flat
- Ground floor shop
- Roof terrace
- EPC - TBC



Legal Representative

Ms Denise Watkins

Gordon Jones Solicitors

T 0121 453 8151

E dwatkins@gordonjonessolicitors.co.uk

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



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**Your Regional Commercial
Property Consultants**

01782 212201

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10

1

LOT
19

**30 High Street, Crewe,
Cheshire, CW2 7BL**



Scan or Click

***Guide price £55,000 plus**



- Two storey premises
- Former Restaurant
- High Street location
- Requires refurbishment
- Freehold with Vacant Possession
- EPC - TBC



Legal Representative

Mr Andrew Mackenzie

Butcher Barlow LLP

T 01928 576056

E amackenzie@butcher-barlow.co.uk

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



LOT
20

**22 High Street, Gnosall, Stafford,
Staffordshire,
ST20 0EX**



Scan or Click

***Guide price £190,000 plus**



- Three storey property
- Village Location
- 5,826 Sq ft (541.25 Sq m)
- Car Park to the side
- Land to side/rear
- Self-contained first floor flat
- Suit variety of uses (STPP)
- Freehold
- EPC - TBC



Legal Representative

Ms Grace Griffin

Fieldfisher

T 0330 460 6900

E Grace.Griffin@fieldfisher.com

To apply contact:

Commercial bjb

T 01782 212201

E commercial@bjbmail.com



LOT
21

**The White Horse Hotel, 48
High Street, Wem, Shrewsbury,
Shropshire, SY4 5DG**



Scan or Click

***Guide price £75,000 plus**



- Former Coaching Inn
- High Street location
- In picturesque Shropshire Town
- Grade 2 Listed
- Requires refurbishment
- Approx GIA: 4,000 Sq ft
- Sold with Vacant Possession
- EPC - TBC



Legal Representative

Mr Stephen Burke

FBC Manby Bowdler

T 01952 208417

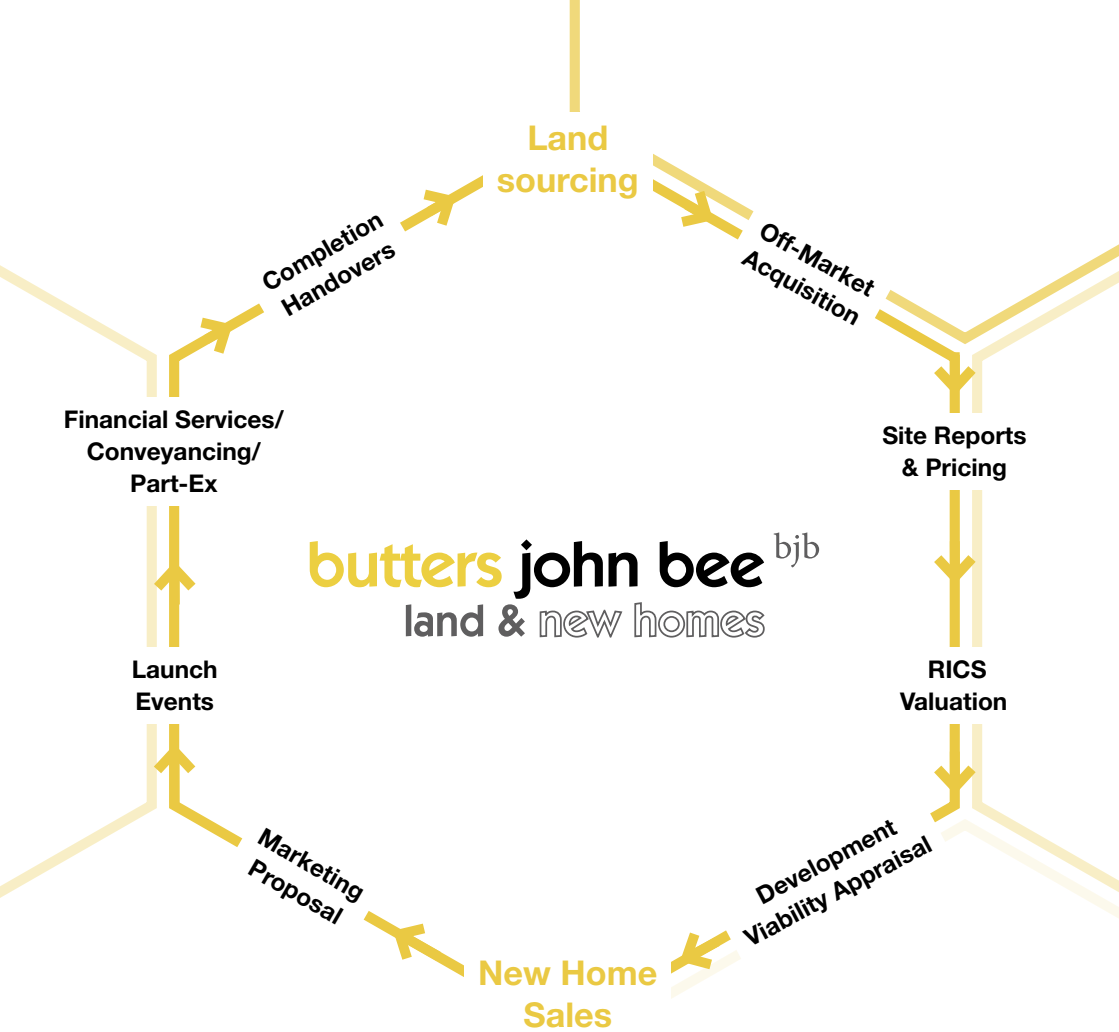
E stephen.burke@fbcmb.co.uk

To apply contact:

Commercial

T 01782 212201

E commercial@bjbmail.com



For a no obligation discussion please contact:

Carlos Hernandez
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E CarlosHernandez@bjbmail.com

Sam Bowyer
New Homes Sales Manager
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E sambowyer@bjbmail.com

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E PaulBeardmore@bjbmail.com

Alexander Djukic BSc. MSc.
Graduate Surveyor
T 01782 211147
E alexdjukic@bjbmail.com

LOT
22

**Land at Bolas Road, Ercall
Heath, Telford, Shropshire,
TF6 6PN**



Scan or Click

***Guide price £63,000 plus**



- Former Horticultural Nursery
- Potential for alternative uses
- Subject to planning consent
- Existing greenhouse total 19,950 sq ft
- Site Area: 2.01 (8134 m²)
- EPC – N/A



Legal Representative

Carla Dawn

RJS Solicitors

T 01782 646320

E CarlaDawn@rjssolicitors.com

To apply contact:

Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com



LOT
23

The Former Chapel, Chapel Lane, Harriseahead, Stoke-on-Trent, Staffordshire, ST7 4JN



Scan or Click

*Guide price **£225,000 plus**



- Residential conversion opportunity
- PP for the division into 2 dwellings
- Ref: 19/00495/FUL
- Site Area: 0.24 Acre (971 m2)
- EPC – N/A



Legal Representative

Carla Dawn

RJS Solicitors

T 01782 646320

E CarlaDawn@rjsolicitors.com

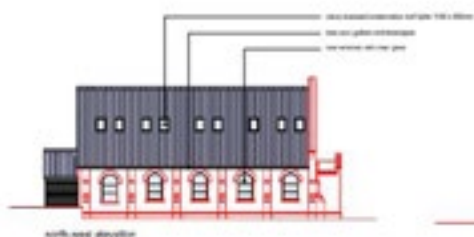
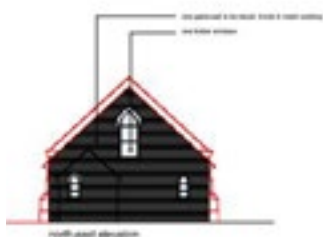
To apply contact:

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T 01782 211147

E residential-land@bjbmail.com





LOT
24

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



Scan or Click

*Guide price **£225,000 plus**



- Development land with PP for Apartments
- Reference: 15/3379C & 19/0349C
- Town centre location
- Site Area: 0.19 Acre (768 m2)
- EPC – N/A



Legal Representative

Jamie Cooper

Beswicks

T 01782 205000

E jamie.cooper@beswicks.com

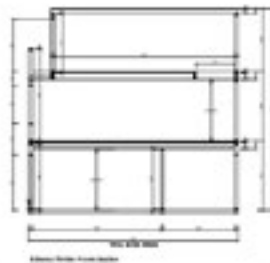
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Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com





LOT
25

Land at Buller Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3ES



Scan or Click

*Guide price **£35,000 plus**



- Potential development site
- Subject to planning consent
- Site Area: 0.13 Acre (531m²)
- EPC – N/A

**Offers to be received by 12.00 on Tuesday
21st June 2022**

See Legal Pack for the bidding process



Legal Representative

Samantha Jones

Stoke-on-Trent legal Services

T 01782 237073

E Samantha.Jones@stoke.gov.uk

To apply contact:

Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com



LOT
26

**Land at Spur Street, Hanley,
Stoke-on-Trent, Staffordshire,
ST1 3ES**



Scan or Click

*Guide price **£35,000 plus**



- Potential development site
- Subject to planning consent
- Site Area: 0.096 Acre (392m²)
- EPC – N/A

**Offers to be received by 12.00 on Tuesday
21st June 2022**

See Legal Pack for the bidding process



Legal Representative

Samantha Jones

Stoke-on-Trent legal Services

T 01782 237073

E Samantha.Jones@stoke.gov.uk

To apply contact:

Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com



LOT
27

**Land at Burnham Street,
Longton, Stoke-on-Trent,
Staffordshire, ST4 3EX**



Scan or Click

***Guide price £20,000 plus**



- Outline planning 2 x 3 bed terraces
- Decision Pending
- (REF: 67445/OUT)
- Site Area: 0.06 Acre (242m²)
- EPC – N/A



Legal Representative

Gordon Jones & Co

T 0121 453 8151

E tracey@gordonjonesolicitors.co.uk

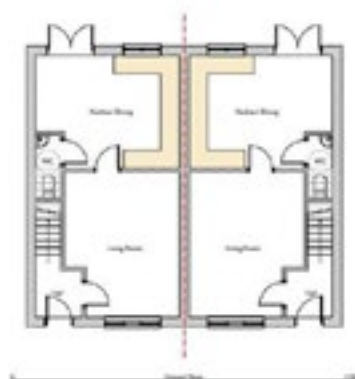
To apply contact:

Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com





LOT
28

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



Scan or Click

***Guide price £10,000 plus**



- Potential development plot
- Site Area: 0.059 Acre (241m²)
- Subject to planning Permission
- EPC – N/A



Legal Representative

B.A.Williams

Efosa Obaseki

T 0204 580 1170

E e.obaseki@bawilliamssolicitors.com

To apply contact:

Land & New Homes bjb

T 01782 211147

E residential-land@bjbmail.com



LOT
29

**Land R/O Wilbraham House,
Church Street, Audley,
Stoke-on-Trent, ST7 8DE**



Scan or Click

***Guide price £65,000 plus**



- Parcel of amenity land
- Site Area: 0.17 Acre (687m²)
- Centre village location
- Potential for alternative uses STPP
- EPC – N/A



Legal Representative

Carla Dawn

RJS Solicitors

T 01782 646320

E CarlaDawn@rjssolicitors.com

To apply contact:

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LOT
30

**Land at Tadgedale Avenue,
Loggerheads, Market Drayton,
Shropshire, TF9 4DD**



Scan or Click

*Guide price **£100,000 plus**



- Former garage site
- PP for 3 x two bed houses
- (Ref 17/00349/OUT)
- 0.23 Acres (0.09 Ha)
- EPC – N/A



Legal Representative

Meera Singadia

Anthony Collins Solicitors

T 0161 470 0321

E meera.singadia@anthonycollins.com

To apply contact:

Commercial

T 01782 212201

E commercial@bjbmail.com



LOT
31

**12 Church Road, Barnton,
Northwich, Cheshire, CW8 4JH**



Scan or Click

***Guide price £117,000 plus**



- End-terrace house
- One bedrooms
- Downstairs shower room
- In need of modernisation
- Conservatory
- EPC - E



Legal Representative

TBC

To apply contact:

Northwich bjb

T 01606 652888

E northwich@bjbmail.com

LOT
32

**44 Penkhull New Road,
Penkhull Stoke-on-Trent,
Staffordshire, ST4 5DB**



Scan or Click

***Guide price £64,000 plus**



- Mid-terrace house
- Three bedrooms
- Unfinished project
- In need of renovation & repair
- EPC - F



Legal Representative

Kerry Dundas

Dundas Law

T 01782 528338

E kerry@dundaslaw.co.uk

To apply contact:

Newcastle bjb

T 01782 622155

E newcastle@bjbmail.com



LOT
33

**163 Campbell Road, Stoke,
Stoke-on-Trent, Staffordshire,
ST4 4EL**



Scan or Click

***Guide price £77,000 plus**



- Mid terraced property
- Three Bedrooms
- Currently tenanted at £5,760 p/a
- Potential yield 7.48%
- EPC – D



Legal Representative

Kerry Dundas

Dundas Law

T 01782 528338

E kerry@dundaslaw.co.uk

To apply contact:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com



LOT
34

**23 Zennor Grove, Bentilee,
Stoke-on-Trent, Staffordshire,
ST2 9LH**



Scan or Click

***Guide price £91,000 plus**



- Semi-detached house
- Two bedrooms
- In need of modernisation
- Garden & parking
- EPC - E



Legal Representative
Donnamarie Sturrock
Alexander Grace Law
T 01282 930403
E ds@alexandergrace-law.co.uk

To apply contact:
Hanley bjb
T 01782 202600
E hanley@bjbmail.com



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john bee**
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Membership**

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- ◆ Details of potential investment properties via our network of over 200 branches
- ◆ Details of properties that our current landlords are selling with tenancies in place (including whole portfolio sales). These will be sent to our Investor Club prior to going on the open market.
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Contact **Kate Hurles**

Head of Landlord Investment

T 07960 120267

E investorserviceteam@spicerhaart.co.uk

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INVESTOR CLUB

LOT
35

**21 Rutland Street, Hanley,
Stoke-on-Trent, Staffordshire,
ST1 5JG**



Scan or Click

***Guide price £55,000 plus**



- Mid-terrace house
- Two bedrooms
- Currently tenanted at £4,740 p/a
- Potential yield over 8%
- Close to City centre
- EPC - D



Legal Representative

Steven Park

Walters and Plaskitt

T 01782 830038

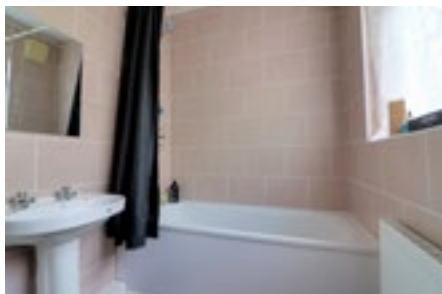
E info@waltersandplaskitt.com

To apply contact:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com



LOT
36

**33 Westbourne Avenue, Crewe,
Cheshire, CW1 3QP**



Scan or Click

***Guide price £125,000 plus**



- Detached true bungalow
- Two bedrooms
- In need of modernisation
- Driveway & garage
- Large plot
- EPC – TBC



Legal Representative

Victoria Moetamedi

Poole Alcock Solicitors

T 01270 906316

E vickymoetamediteam@poolealcock.co.uk

To apply contact:

Crewe bjb

T 01270 213541

E crewe@bjbmail.com



LOT
37

**8 Lewis Street, Stoke,
Stoke-on-Trent, Staffordshire,
ST4 7RR**

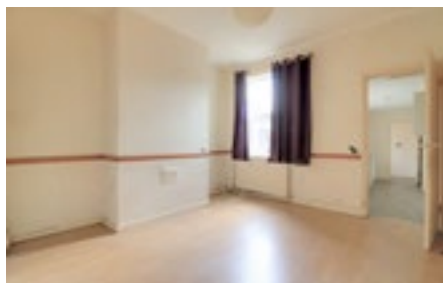


Scan or Click

***Guide price £60,000 plus**



- Mid-terrace house
- Two bedrooms
- Two reception rooms
- First floor bathroom
- In need of modernisation
- Great investment
- EPC – D



Legal Representative

Kerry Dundas

Dundas Law

T 01782 528338

E kerry@dundaslaw.co.uk

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:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com

LOT
38

**93 Gilman Street, Hanley,
Stoke-on-Trent, Staffordshire,
ST1 3PL**



Scan or Click

***Guide price £63,000 plus**



- Mid-terrace house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Perfect buy to let investment
- Close to local amenities
- EPC – E



Legal Representative

Mikael Abdul Hady

Holden Haie Solicitors

T 02075101775

E contact@holdenhaie.co.uk

To apply contact:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com



LOT
39

**1 Birks Street, Stoke,
Stoke-on-Trent, Staffordshire,
ST4 4HE**

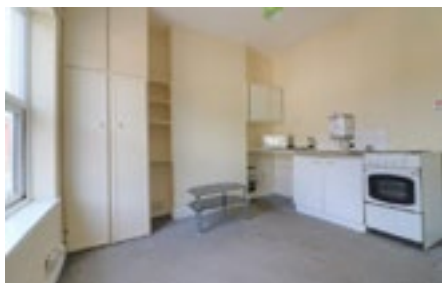


Scan or Click

***Guide price £100,000 plus**



- End-terrace house
- Three studio flats
- GF self-contained flat
- FF Two flats, shared bathroom
- EPC - D



Legal Representative

Andrew Burrows

Tinsdills

T 01538 394103

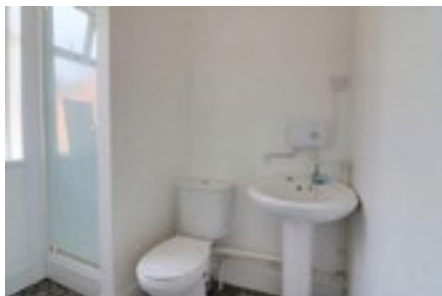
E Andrew.burrows@tinsdills.co.uk

To apply contact:

Hanley bjb

T 01782 202600

E hanley@bjbmail.com



LOT
40

**16 St James Green, Cotes
Heath, Stafford, ST21 6RU**

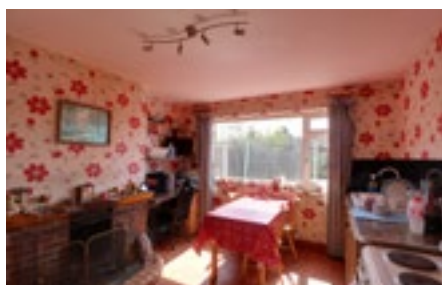


Scan or Click

***Guide price £125,000 plus**



- End of terrace
- Three bedrooms
- In need of modernisation
- Gardens and garage
- EPC - F



Legal Representative

Stephen Vasey

Walters & Plaskitt Solicitors

T 01782 819611

E s.vasey@waltersandplaskitt.com

To apply contact:

Stafford bjb

T 01785 246000

E stafford@bjbmail.com



LOT
41

**6 Westfield Drive, Crewe,
Cheshire, CW2 8ES**



Scan or Click

***Guide price £180,000 plus**



- Semi-detached house
- Three bedrooms
- In need of modernisation
- Conservatory
- Driveway & garage
- EPC – D



Legal Representative

Gemma Ambrose

Hibberts

T **01270 215117**

E **enquiries@hibberts.com**

To apply contact:

Crewe

T **01270 213541**

E **crewe@bjbmail.com**



LOT
42

Land at Queen Street, Chesterton, Newcastle-under- Lyme, Staffordshire, ST5 7EN



Scan or Click

*Guide price **£72,000**



- Residential Development Site
- Site Area: 0.11 Acre (445m²)
- Planning Permission four houses
(Ref: 13/00192/FUL)
- Previous buildings demolished
- EPC – N/A



Legal Representative

Alan Whitmore

Clyde, Chappell & Botham

T 01782 599577

E alanwhitmore@clydechappellandbotham.com

To apply contact:

Land & New Homes

T 01782 211147

E residential-land@bjbmail.com



LOT
43

Land at Peel Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4PF



Scan or Click

*Guide price **£40,000**



- Residential Development Site
- Site Area: 0.12 Acre (485 m²)
- Potential for two houses
- Subject to Planning permission
- EPC – N/A



Legal Representative

Hannah Stazaker

Goddard Dunbar

T 01782 284320

E Hannah.Stazaker@goddarddunbar.co.uk

To apply contact:

Land & New Homes

T 01782 211147

E residential-land@bjbmail.com



LOT
44

Land at Sutton Street, Chesterton, Newcastle-under- Lyme, Staffordshire, ST5 7JH



Scan or Click

*Guide price **£45,000 plus**



- Residential Development Site
- Site Area: 0.078 Acre (316m²)
- Expired Planning Consent for either;
- Four 1 bed flats (Ref: 13/00020/FUL)
- Or Two 2 bed houses (Ref: 08/00532/FUL)
- EPC – N/A



Legal Representative

Hannah Stazaker

Goddard Dunbar

T 01782 284320

E Hannah.stazaker.co.uk

To apply contact:

Land & New Homes

T 01782 211147

E residential-land@bjbmail.com



LOT
45

**1 Monaco Place, Westlands,
Newcastle-under-Lyme,
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***Guide price £170,000**



- Detached bungalow
- Two bedrooms
- In need of modernisation
- Detached garage and driveway
- End/corner plot
- Excellent location in Westlands
- EPC - TBC



Legal Representative

Mark Sheppard

Mark Redler Solicitors

T 01785 256445

E Msheppard@markredler.co.uk

It is suggested that potential purchasers carry out their own investigations with regards to Grade 2 Red Ash prior to making a bid at auction

To apply contact:

Newcastle

T 01782 622155

E Newcastle@bjbmail.com



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

Glossary

This glossary applies to the [auction conduct conditions](#) and the [sale conditions](#).

Wherever it makes sense:

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

Actual completion date The date when [completion](#) takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum An amendment or addition to the [conditions](#) or to the [particulars](#) or to both whether contained in a supplement to the [catalogue](#), a written notice from the auctioneers or an oral announcement at the [auction](#).

Agreed completion date Subject to [condition](#) G9.3:

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

Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the [auctioneers](#).

Arrears Arrears of rent and other sums due under the [tenancies](#) and still outstanding on the [actual completion date](#).

Arrears schedule The arrears schedule (if any) forming part of the [special conditions](#).

Auction The auction advertised in the [catalogue](#).

Auction conduct conditions The conditions so headed, including any extra auction conduct conditions.

Auctioneers The auctioneers at the [auction](#).

Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer The person who agrees to buy the [lot](#) or, if applicable, that person's personal representatives: if two or more are jointly the [buyer](#) their obligations can be enforced against them jointly or against each of them separately.

Catalogue The catalogue to which the [conditions](#) refer including any supplement to it.

Completion Unless otherwise agreed between [seller](#) and [buyer](#) (or their conveyancers) the occasion when both [seller](#) and [buyer](#) have complied with their obligations under the [contract](#) and the balance of the [price](#) is unconditionally received in the [seller's](#) conveyancer's client account.

Condition One of the [auction conduct conditions](#) or [sales conditions](#).

Contract The contract by which the [seller](#) agrees to sell and the [buyer](#) agrees to buy the [lot](#).

Contract date The date of the [auction](#) or, if the [lot](#) is not sold at the [auction](#):

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

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the [special conditions](#) relating to the [lot](#).

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

General conditions That part of the [sale conditions](#) so headed, including any extra general conditions.

Interest rate If not specified in the [special conditions](#), 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

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

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

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

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

Price The price that the [buyer](#) agrees to pay for the [lot](#).

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

Sale conditions The [general conditions](#) as varied by any [special conditions](#) or [addendum](#).

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

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

Special conditions Those of the [sale conditions](#) so headed that relate to the [lot](#).

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

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

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

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

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

VAT option An option to tax.

We (and us and our) The [auctioneers](#).

You (and your) Someone who has a copy of the [catalogue](#) or who attends or bids at the [auction](#), whether or not a [buyer](#).

Important notice

A prudent buyer will, before bidding for a lot at an auction:

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

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

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

Auction Conduct Conditions

A1 Introduction

- A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
- A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappled 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:
- (a) The minimum deposit **we** accept is £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit
 - (b) Sub-clause (a) of **Auction Conduct Condition** A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the **seller** unless expressly stated otherwise in the **special conditions** provided that where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, the deposit will be held as stakeholder despite any contrary provision in any **condition**; and"
 - (c) where the deposit is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it to the **seller's** conveyancer for them to hold as stakeholder in **our** place. Any part of the deposit not so transferred will be held by **us** as stakeholder.
- A6.2 The **buyer** will pay 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) outgoing and other liabilities;
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
 - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
 - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2 Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
 - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
 - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the

seller.

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

- send the completed registration documents to the **buyer**.
 (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
 (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
 (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5 Transfer**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
 (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
 (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a tenancy) following completion the **buyer** is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6 Completion**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**.
 The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
 (a) direct transfer to the **seller's** conveyancer's client account; and
 (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7 Notice to complete**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
 (a) terminate the **contract**;
 (b) claim the deposit and any interest on it if held by a stakeholder;
 (c) forfeit the deposit and any interest on it;
 (d) 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.
- G9 Landlord's licence**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
 (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
 (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
 (a) promptly provide references and other relevant information; and
 (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.
- G10 Interest and apportionments**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and 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**.

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
- (b) give no details of any **arrears**.

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12 Management

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

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

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

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller**

may act as the **seller** intends; and

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

G13 Rent deposits

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

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

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the buyer covenants with the **seller** to: (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;

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

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

G14 VAT

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

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

G15 Transfer as a going concern

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

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

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

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

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

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

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

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

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

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

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

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and

- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16 Capital allowances**
- G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17 Maintenance agreements**
- G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.
- G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.
- G18 Landlord and Tenant Act 1987**
- G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19 Sale by practitioner**
- G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The **lot** is sold:
- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee;
- and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.
- G20 TUPE**
- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.
- G21 Environmental**
- G21.1 This **condition** G21 only applies where the **special conditions** so provide.
- G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the lot and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.
- G22 Service Charge**
- G22.1 This **condition** G22 applies where the lot is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
- (a) service charge expenditure attributable to each **tenancy**;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.
- G23. Rent reviews**
- G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

- G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The **seller** must promptly:
(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 Tenancy renewals**
- G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:
(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25 Warranties**
- G25.1 Available warranties are listed in the **special conditions**.
G25.2 Where a warranty is assignable the **seller** must:
(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:
(a) hold the warranty on trust for the **buyer**; and
(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- G26 No assignment**
The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.
- G27 Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title.
The **buyer** must at its own expense and as soon as practicable:
(a) apply for registration of the **transfer**;
(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
(c) join in any representations the **seller** may properly make to Land Registry relating to the application.
- G28 Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.
- G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.
- G29 Contracts (Rights of Third Parties) Act 1999**
No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.
- G30 Extra General Conditions**
The following general conditions are to be treated as being amended as follows:
G17.2 the word "actual" shall be replaced by the word "agreed"
G25.3 (b) the words "or cost" shall be added at the end.

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