

Property auctions dates

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

27th February 13th January 03rd April 24th February 08th May 31st March 12th June 05th May 17th July 09th June 11th September **04th August** 16th October **08th September** 20th November 13th October

Freehold & Leasehold Lots offered in conjunction with... Anthony Collins

















Hand Morgan & Owen Solicitors







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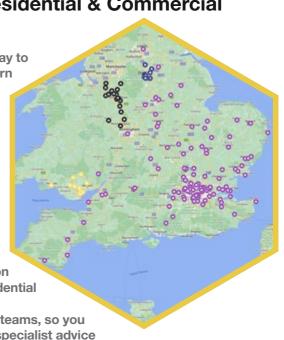
Auction is the quickest and easiest way to buy and sell property in today's modern property market, the increasing popularity of online bidding means you can buy and sell with us anywhere nationwide. Throughout 2022 our sales have gone from strength to strength and we continue to push the boundary further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

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

and expert local knowledge from one of our property professionals based in the area.

One Stop Lot Shop - Our Just Mortgages financial services can assist with all your mortgage and insurance requirements, Valunation can help you with you survey needs nationwide, and we can recommend a good local Conveyancer, we also have Residential and Commercial Lettings agencies.

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



eanne Roberts tion Administr & John Hand,

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 £1,000 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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Order of sale

(unless previously sold or withdrawn, please check the Addendum online for updates)

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

Monday 23rd January 2023 at 6.30pm

- 1 10, Sandbach Road, Cobridge, Stoke-on-Trent, Staffordshire, ST6 2DS
- 2 141, Masterson Street, Fenton, Stoke-On-Trent, Staffordshire, ST4 4PE
- 3 137, Manor Way, Crewe. Cheshire, CW2 6JS
- 4 12, Hassam Avenue, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9EU
- 5 25, Lindley Street, Cobridge, Stoke on Trent, Staffordshire, ST6 2DW
- 6 66. Fifth Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1DB
- 7 4, George Street, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7DX
- 8 55, Flaxman Close, Barlaston, Stoke-on-Trent, Staffordshire, ST12 9BU
- 9 108, Ruskin Road, Crewe, Cheshire, CW2 7JS
- 10 11, Flaxton Way, Nottingham, Nottinghamshire, NG5 9AT
- 11 32, The Drive, Doxey, Stafford, Staffordshire, ST16 1EF
- 12 Flat 3, 12, High Street, Dereham, Norfolk, NR19 1DR
- 13 Room 25, Unit 21, Q Studios, North Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 7FA
- 14 Room 26, Unit 21, Q Studios, North Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 7FA
- 15 62, Rigg Street, Crewe, Cheshire, CW1 3EB
- 16 125, Gainsborough Road, Crewe, Cheshire, CW2 7PJ
- 17 Land at, Milner Way, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6NF
- 18 Land at, Denton Grove, Meir Hay, Longton, Stoke-on-Trent, Staffordshire, ST3 5TW
- 19 80, Welsh Row, Nantwich, Cheshire, CW5 5ET
- 20 66, St Vincent Road, Stone, Staffordshire, ST15 0DU
- 21 10, Broom Street, Crewe. Cheshire, CW1 3LG
- 22 Land at, Windlass Grove, Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN
- 23 Land at, Sillitoe Place, Penkhull, Stoke-on-Trent, Staffordshire, ST4 5DQ
- 24 56, Newford Crescent, Milton, Stoke-on-Trent, Staffordshire, ST2 7EQ
- 25 Apartment 2, St Matthews Court, Fenton, Stoke-On-Trent, Staffordshire, ST4 3JJ
- 26 34, Cumming Street, Hartshill, Newcastle-under-Lyme, Staffordshire, ST4 7NT
- 27 368, Station Road, Winsford, Cheshire CW7 3DG
- 28 32, Lowther Road, Stanmore, Middlesex, HA7 1ER
- 29 Land South of Eastwinds, Burnthouse Lane, Little Melton, Norwich, Norfolk, NR9 3NN
- 30 Land at, Jasmine Crescent, Newchapel, Stoke-on-Trent, Staffordshire, ST7 4GZ
- 31 Land at, Sprink Bank Road, Chell, Stoke-on-Trent, Staffordshire, ST6 6HZ (DP)
- 32 260, Nantwich Road, Crewe, Cheshire, CW2 6NS
- 33 Spring Cottage, Miles Green Road, Bignall End, Stoke-on-Trent, Staffordshire, ST7 8LQ
- 34 66, Meadow Lane, Milehouse, Newcastle-under-Lyme, Staffordshire, ST5 9AJ
- 35 319, Haggstones Road, Worrall, Sheffield S35 0PB
- 36 111, Stewart Street, Crewe. Cheshire, CW2 8LX

8

- 37 Land at, North Street, Congleton, Cheshire, CW12 1HF
- 38 Land at, School Lane, Southsea, Wrexham, LL11 6SH
- 39 House & Outbuildings at, Red Hall Farm, Dales Green, Stoke-on-Trent, Staffordshire, ST7 4RH
- 40 71, Brooklyn Street, Crewe, Cheshire, CW2 7JE
- 41 64, Chamberlain Avenue, Penkhull, Newcastle-under-Lyme, Staffordshire, ST4 5EW
- 42 51 & 51a. Alexandra Road, Stafford, Staffordshire, ST17 4DE
- 43 19, Marlingford Way, Norwich, Norfolk, NR9 5HA
- 44 Flat 3 Edgehill, London Road, Harrow, Middlesex, HA1 3JQ
- 45 Former Methodist Church, Lightwood Road, Stoke-on-Trent, Staffordshire, ST3 7EL
- 46 15, Hill Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 1NL
- 47 21, Carlisle Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4HA
- 48 22, Copeland Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 1PR
- 49 43, Walton Way, Stone, Staffordshire, ST15 0JF
- 50 99, Hospital Street, Nantwich, Cheshire, CW5 5RU
- 51 185, Ruskin Road Crewe CW2 7JX
- 52 41, Laura Street, Crewe, Cheshire, CW2 6HA
- 53 22, Guildford Street, Shelton, Stoke-on-Trent, Staffordshire, ST4 2EP
- 54 45, Ballinson Road, Blurton, Stoke-On-Trent, Staffordshire, ST3 3AL
- 55 66, Ashfields New Road, Newcastle-under-Lyme, Staffordshire, ST5 2DJ
- 56 5 Henry Street, Haslington, Crewe, Cheshire, CW1 5PS

Is your property suitable for sale by auction?

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

Order of sale (in alphabetical order)

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

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Viewing schedule

Newcastle

Thursday 8th December, Thursday 15th December, Thursday 22nd December, Thursday 5th January, Saturday 14th January, Thursday 19th January

Lot	Address	Time
55	66 Ashfields New Road, Newcastle, ST5 2DJ	09:30 am - 09:45 am
04	12 Hassam Avenue, Newcastle, ST5 9EU	09:55 am - 10:10 am
34	66 Meadow Lane, Newcastle, ST5 9AJ	10:20 am - 10:45 am
41	64 Chamberlain Avenue, Newcastle, ST4 5EW	10:55 am - 11:10 am
07	4 George Street, Newcastle, ST5 7DX	11:20 am - 11:35 am
26	34 Cummings Street, Stoke-on-Trent, ST4 7NT	11:45 am - 12:00 pm

Bought an investment?

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online!

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

What does the service cost?

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

Can I just watch?

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

How does the bidding work?

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

Can I bid on more than one property?

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

How does the auctioneer know I'm bidding?

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

What about the deposit?

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

Email auction@bjbmail.com for your registration form.





Proof of identity and address

A buyer's administration fee of £1,000 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.



10 Sandbach Road, Cobridge, Stoke-on-Trent, Staffordshire, ST6 2DS

Scan or Click for further information about this property



- Mid-terraced house
- Two Bedrooms
- Two reception rooms
- In need of Modernisation
- Ideal for investors
- Council Tax Band A
- EPC TBC

Legal Representative

Jonathan Manning Hibberts LLP

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



141 Masterson Street, Fenton, Stoke-On-Trent, Staffordshire, ST4 4PE

Scan or Click for further information about this property



- Mid-terraced house
- Three bedrooms
- Ground floor shower room
- Rear yard
- In need of modernisation
- Council Tax Band A
- EPC TBC

Legal Representative

Kerry Dundas Dundas Law

- T 01782 528338
- E Kerry@Dundaslaw.co.uk

To apply contact:

Longton

- T 01782 594777
- E Longton@bjbmail.com







137 Manor Way, Crewe, Cheshire, CW2 6JS





- Semi-detached house
- Three bedrooms
- Period features
- In Need of Modernisation
- Council Tax Band C
- EPC TBC

Legal Representative

Jonathan Manning Hibberts

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com







12 Hassam Avenue, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9EU

Click for further informatio about this property



- Mid-townhouse
- Two bedrooms
- Well-presented interior
- Garden to the rear
- Council Tax Band A
- EPC C

Legal Representative

Joanna Davies

Garnett Williams Powell

- T 01745 334658,
- E enquiries@garnettwilliamspowell.co.uk

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com







25 Lindley Street, Cobridge, Stoke on Trent, Staffordshire, ST6 2DW

Scan or Click for further informatio about this property



- Mid-terraced house
- Two bedrooms
- Two reception rooms
- Cul-de-Sac position
- In need of modernisation
- Walking distance to Hanley City Centre
- Council Tax Band A
- EPC F

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

Hanley

- T 01782 202600
- E hanley@bjbmail.com





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

66 Fifth Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1DA

Scan or Click for further information about this property



- Semi-detached house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Off road parking
- Council Tax Band A
- EPC C

Legal Representative

Hayley Macleod

Anthony Collins Solicitors LLP

- T 0121 212 7463
- E Hayley.Macleod@anthonycollins.com

To apply contact:

Kidsgrove

- T 01782 784442
- E Kidsgrove@bjbmail.com







4 George Street, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7DX

Scan or Click for further informatio about this property



- Semi-detached house
- Two bedrooms
- First floor bathroom
- Useful loft room
- In need of modernisation
- Council Tax Band A
- EPC E

Legal Representative

Chris Murphy

Whiteheads Solicitors

- T 01782 615278
- E cpm@whiteheads.uk.com

To apply contact:

Newcastle

- T 01782 622155
- E Newcastle@bjbmail.com

*Guide price £100,000 plus







55 Flaxman Close, Barlaston, Stoke-on-Trent, Staffordshire, ST12 9BU

Scan or Click for further informatio about this property



- End of terrace house
- Three bedrooms
- In need of modernisation
- Off road parking and gardens
- Freehold
- Council Tax Band A
- EPC B

Legal Representative

John Burton

John Burton Solicitors LTD

- T 01785 814818
- E jgb@johnburtonsolicitors.co.uk

To apply contact:

Stone

- T 01785 813400
- E stafford@bjbmail.com







108 Ruskin Road, Crewe, Cheshire, CW2 7JE

Click for further information about this property



- Victorian Mid-terrace
- Three large bedrooms
- Two reception rooms
- In need of modernisation
- Ground Floor Bathroom
- Council Tax Band A
- EPC D

Legal Representative

Jonathan Manning Hibberts LLP

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com

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- Let To Buy*
- **Help to Buy**
- **Shared Ownership**
- Self Build mortgages
- **Debt Consolidation**

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







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

11 Flaxton Way, Nottingham, Nottinghamshire, NG5 9AT

Scan or Click for further information about this property



- End-terrace house
- Three bedrooms
- Situated in the popular area of Top Valley
- Great local amenities
- The property has suffered severe fire damage
- Council Tax Band: A
- EPC-TBC

Legal Representative

Kerry Dundas Dundas Law

01782 528338

E kerry@dundaslaw.co.uk

To apply contact:

haart of Hucknall

0115 963 3371

E HucknallHRT@spicerhaart.co.uk





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

32 The Drive, Doxey, Stafford, Staffordshire, ST16 1EF





- Semi-detached house
- Three bedrooms
- Currently let at £7,500 p/a
- Good town centre access
- Freehold
- Council Tax Band A
- EPC C

Legal Representative

Vicky Follows

Hand Morgan & Owen Solicitors

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

To apply contact:

Stone

- T 01785 246000
- E stafford@bjbmail.com







Flat 3, 12 High Street, Dereham, Norfolk, NR19 1DR

Scan or Click for further information about this property



- Second floor apartment
- Two bedrooms
- Two reception rooms
- In good order throughout
- Currently Let at £6,600 p/a
- Town centre location
- EPC D

Legal Representative

Kerri Dilks

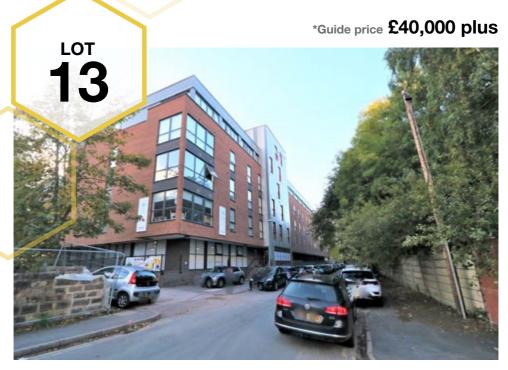
Rogers & Norton Solicitors

- T 01953 458164
- E kd@rogers-norton.co.uk

To apply contact:

haart Dereham

- T 01362 696977
- E DerehamHRT@spicerhaart.co.uk





Room 25/Unit 21, Q Studios, North Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 7FA

Scan or Click for further information about this property



- Student Accommodation building
- Self-contained pod
- Currently Let until end of term 2023
- Leasehold
- Ground rent £750 p/a
- Service charges £1321.72 p/a
- Council Tax Band A
- EPC B

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





Room 26/Unit 22, Q Studios, North Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 7FA



- Student Accommodation building
- Self-contained pod
- Currently Let until end of term 2023
- Leasehold
- Ground rent £750 p/a
- Service charges £1321.72 p/a
- Council Tax Band A
- EPC B

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com

*Guide price £85,000 plus







62 Rigg Street, Crewe, Cheshire, **CW1 3EB**





- **End-terrace house**
- Two self-contained flats
- Both two bedrooms
- First floor tenanted at £3,540 p/a
- Ground floor vacant
- Council Tax Band A
- EPC E

Legal Representative

Clint Hughes

Jamesons Solicitors

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

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com







125 Gainsborough Road, Crewe, Cheshire, CW2 7PJ

Click for further informatio about this property



- Semi-detached house
- Three bedrooms
- Three reception rooms
- In need of modernisation
- Driveway and rear access
- Council Tax Band B
- EPC D

Legal Representative

Stephen Coles

Hall Smith Whittingham

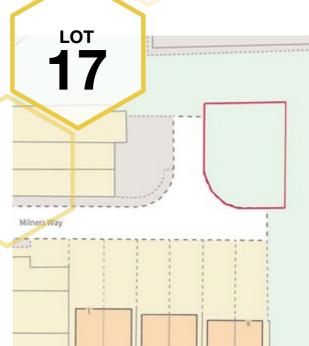
- ⊤ 01270 212000
- E scoles@hswsolicitors.co.uk

To apply contact:

Crewe

- T 01270 213541
- E crewe@bjbmail.com

*Guide price £18,000 plus







Land at Milner Way, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6NF





- In-fill plot within new-build scheme
- Potential for additional Detached STPP
- Site Area: 0.07 Acre (270 Sq m)
- Council Tax Band TBC
- EPC N/A

Legal Representative

Agnes Gav

Axiom DWFM Solicitors

- T 0121 758 6533
- E a.gay@axiomdwfm.com

To apply contact:

Land & New Homes bjb

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

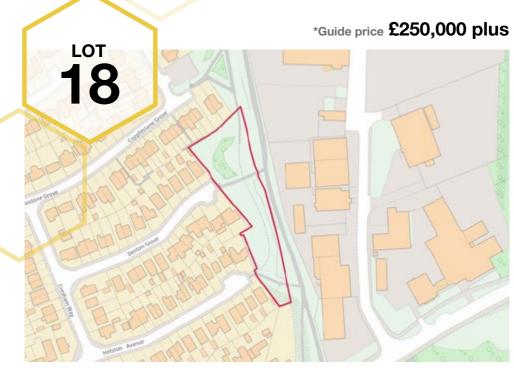


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Ground Floor Plan

First Floor Plan

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







Land at Denton Grove, Meir Hay, Longton, Stoke-on-Trent, Staffordshire, ST3 5TW

Scan or Click for further informatio about this property



- Residential development plot
- Site Area: Acre 0.87 Acre (0.352 ha)
- Planning Ref: 64656/OUT pending
- Four detached houses
- Established Residential Area
- One mile from Longton Town Centre
- Council Tax Band TBC
- PPC N/A

Legal Representative

Alex Peliza

Shoosmiths Law Firm

- ⊤ 03700 865 690
- E Alex.Peliza@shoosmiths.co.uk

To apply contact:

Land & New Homes bjb

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



*Guide price £220,000 plus







80 Welsh Row, Nantwich, Cheshire, CW5 5ET

Scan or Click for further information about this property



- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Fantastic potential
- Close to Town Centre
- EPC E

Legal Representative

James Williams

Poole Alcock

- T 01270 619690
- E James.Williams@poolealcock.co.uk

To apply contact:

Nantwich

- T 01270 623444
- E nantwich@bjbmail.com



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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

66 St Vincent Road, Stone, Staffordshire, ST15 0DU

Scan or Click for further information about this property



- Semi-detached house
- Three bedrooms
- In need of modernisation
- Excellent investment opportunity
- Off road parking
- Council Tax Band B
- EPC F

Legal Representative

John Burton

John Burton Solicitors

- T 01785 814818
- E John@johnburtonsolicitors.co.uk

To apply contact:

Stone

- T 01785 813400
- E Stone@bjbmail.com







10 Broom Street, Crewe. Cheshire, CW1 3LG





- Mid-terrace house
- Two bedrooms
- Large reception room
- Wet room
- In Need of Modernisation
- Council Tax Band A
- EPC C

Legal Representative

Ashleigh Irwin

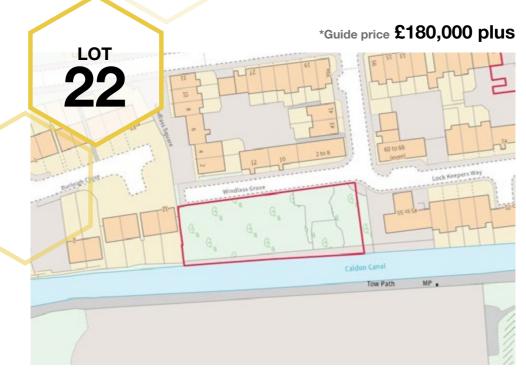
Stratford Solicitors Ltd.

- T 01625 878208
- E Ashleigh.irwin@stratford-solicitors.com

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com







Land at Windlass Grove, Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN

Scan or Click for further information about this property



- Residential development site
- Site Area: 0.35 Acre (0.14 ha)
- Planning for 7 x Townhouses/6 x Apartments
- Planning Ref: 66965/CLP & 44864/RES
- Canal Frontage
- Council Tax Band TBC
- EPC N/A

Legal Representative

Olufemi Awodele

Great James

- T 0207 4404949
- E Olufemi.awodele@greatjames.co.uk

To apply contact:

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





Canalside Front Elevation

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







Land at Sillitoe Place, Penkhull, Stoke-on-Trent, Staffordshire, ST4 5DQ

Scan or Click for further informatio about this property



- Located in established residential area
- Potential for Alternative uses STPP
- Site Area: Acre 0.51 Acre (0.206 ha)
- Council Tax Band TBC
- EPC N/A

Legal Representative

Andrew Grace

Dicksons Solicitors

- ⊤ 01782 262424
- E Andrew.grace@dicksonssolicitors.co.uk

To apply contact:

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







56 Newford Crescent, Milton, Stoke-on-Trent, Staffordshire, ST2 7EQ

Scan or Click for further informatio about this property



- First floor flat
- Two bedrooms
- Currently Let at £5,100 p/a
- Leasehold
- Garden and Parking
- Council Tax Band A
- EPC C

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







Apartment 2 St Matthews Court, Fenton, Stoke-On-Trent, Staffordshire, ST4 3JJ

Scan or Click for further information about this property



- First floor apartment
- One bedroom
- Well-presented interior
- Council Tax Band A
- EPC TBC

Legal Representative

Izzy Davenport
ASR Solicitors

- **T 01782 717888**
- E izzy@asrsolicitors.co.uk

To apply contact:

Longton

- T 01782 594777
- E Longton@bjbmail.com







34 Cumming Street, Hartshill, Newcastle-under-Lyme, Staffordshire, ST4 7NT

Click for further informatio about this property



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

Legal Representative

Kerry Dundas

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

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com

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368 Station Road, Winsford, Cheshire CW7 3DG

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- End-terrace house
- Two Bedrooms
- In need of modernisation
- Wharton Area
- Great rental opportunity
- Council Tax Band A
- EPC TBC

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

Winsford

- T 01606 593444
- E winsford@bjbmail.com







32 Lowther Road, Stanmore, Middlesex, HA7 1ER

Scan or Click for further information about this property



- Garden flat
- One bedroom
- Fully fitted modern kitchen
- Private rear garden
- Ideal transport links
- 89 years remaining on the lease
- Council Tax Band B
- EPC D

Legal Representative

Kerry Dundas Dundas Law

T 01782 528338

E kerry@dundaslaw.co.uk

To apply contact:

haart Harrow

T 020 8204 8492

E HarrowHRT@Spicerhaart.co.uk



Land South of Eastwinds, Burnthouse Lane, Little Melton, Norwich, Norfolk, NR9 3NN

Scan or Click for further information about this property



- Parcel of Land
- Site area approx (0.155 acres) stms
- Offering a variety of uses STPP
- Sought after village location
- Access to the A11, Wymondham & Norwich
- Council Tax Band TBC
- EPC-N/A

Legal Representative

Claire Watson

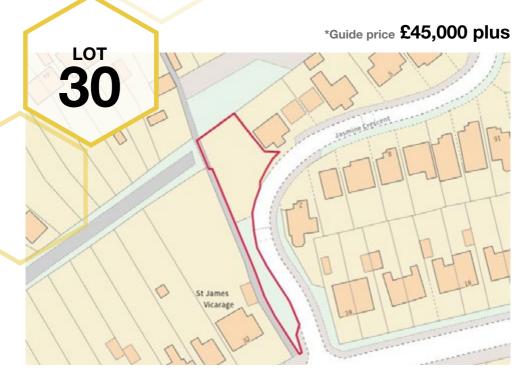
Rogers & Norton Solicitors

- T 01603 675614
- E claire.watson@rogers-norton.co.uk

To apply contact:

haart Norwich

- T 01603 761600
- E NorwichHRT@spicerhaart.co.uk







Land at Jasmine Crescent, Newchapel, Stoke-on-Trent, Staffordshire, ST7 4GZ

Scan or Click for further information about this property



- Residential Development Site
- Outline planning for 1 x 4 bed house
- Planning Ref: 21/00617/OUT
- Site Area: 0.14 Acre (566 Sq m)
- Council Tax Band TBC
- EPC N/A

Legal Representative

William Murray Cantley
Woolliscrofts Solicitors

- ⊺ 01782 204000
- E mcantley@woolliscrofts.co.uk

To apply contact:

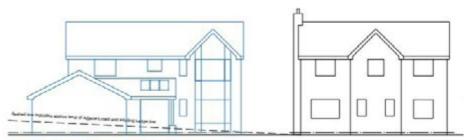
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- E residential-land@bjbmail.com



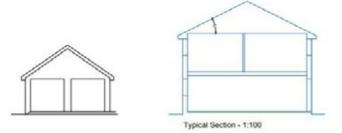




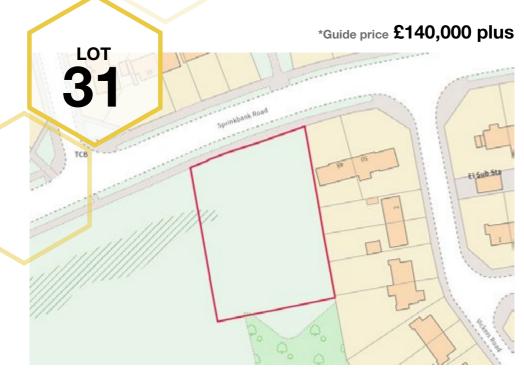
Proposed Block / Roof Plan - 1:100



Street Elevation - 1:100



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







Land at Sprink Bank Road, Chell, Stoke-on-Trent, Staffordshire, ST6 6HZ

Scan or Click for further informatio about this property



- Residential development site
- Site Area: 0.49 Acre (1,982 Sq m)
- Full planning 4 x 4 bed semi-detached
- Planning Ref: 65952/FUL
- Council Tax Band TBC
- EPC N/A

Legal Representative

Jonathan Rose

Harold Benjamin

- □ 0208872 3026
- E Jonathan.rose@haroldbenjamin.com

To apply contact:

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



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







260 Nantwich Road, Crewe, Cheshire, CW2 6NS

Click for further information about this property



- Mid-terraced house
- Six bedrooms
- Previously used as a HMO
- License valid until September 2024
- Situated close to Crewe town centre
- Council Tax Band B
- EPC C

Legal Representative

Jonathan Manning Hibberts Solicitors

- **T 01270 215117**
- E jhm@hibberts.com

To apply contact:

Crewe

- T 01270 213541
- E crewe@bjbmail.com







Spring Cottage Miles Green Road, Bignall End, Stoke-on-Trent, Staffordshire, ST7 8LQ

Scan or
Click for
further
information
about this
property



- Semi-detached cottage
- Two bedrooms
- In need of modernisation
- Driveway & Garden
- EPC E

Legal Representative

Racheal Byles Woolliscrofts

- ⊤ 01782 406828
- E rbyles@woolliscrofts.co.uk

To apply contact:

Alsager

- T 01270 877778
- E alsager@bjbmail.com

*Guide price £64,000 plus





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

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

66 Meadow Lane, Milehouse, Newcastle-under-Lyme, Staffordshire, ST5 9AJ

Scan or Click for further informatio about this property



- Detached bungalow
- Two bedrooms
- Gas central Heating
- Double glazing
- In need of modernisation
- Good sized garden
- Council Tax Band A
- EPC D

Legal Representative

Meera Singadia

Anthony Collins Solicitors

- ⊤ 0121 200 3242
- Meera.singadia@anthonycollins.com

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com







319 Haggstones Road, Worrall, Sheffield, S35 OPB

Scan or Click for further information about this property



- Semi-detached house
- Formerly used as a Post Office
- Potential conversion STPP
- Three bedrooms
- Gardens with far reaching views
- Access to Bradfield Dale/Peak District Countryside
- Council Tax Band A
- EPC-C

Legal Representative

Matthew Rogers

Bell and Buxton Solicitors

T 0114 249 5969

E m.rodgers@bellbuxton.co.uk

To apply contact:

Haybrook Hillsborough

- T 01142 321132
- E HillsboroughHAY@spicerhaart.co.uk







111 Stewart Street, Crewe, Cheshire, CW2 8LX

Scan or Click for further information about this property



- Large Semi Detached Victorian Property
- Three bedrooms
- Elapsed PP for further dwellings at rear
- Potential for increased development STPP
- Workshop and Outbuildings included
- Both Titles included in the Sale
- Council Tax Band D
- PPC D

Legal Representative

Kerry Dundas

Dundas Law

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

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com

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* Source: El Group







Land at North Street, Congleton, Cheshire, CW12 1HF

Scan or Click for further informatio about this property



- Residential Development Site
- Full planning for 4 terrace houses
- Planning Ref: 10/4480C
- Walking distance to Congleton town centre
- Potential Build to Rent Opportunity
- Site Area: 0.10 Acre (404 Sq m)
- Council Tax Band TBC
- EPC N/A

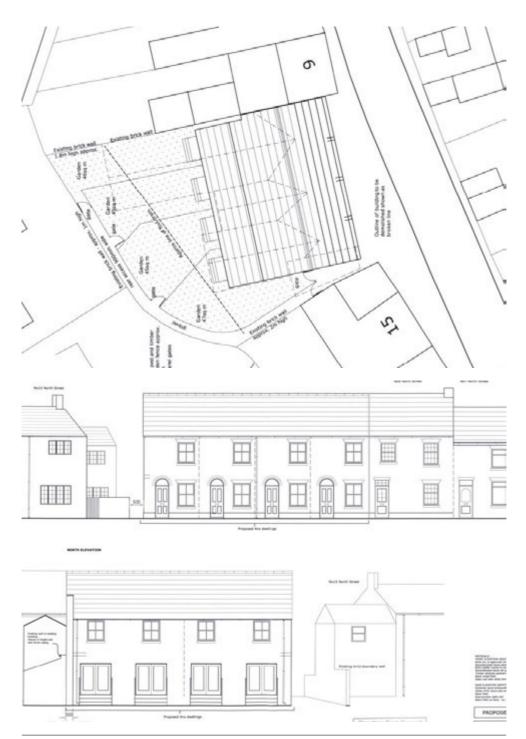
Legal Representative

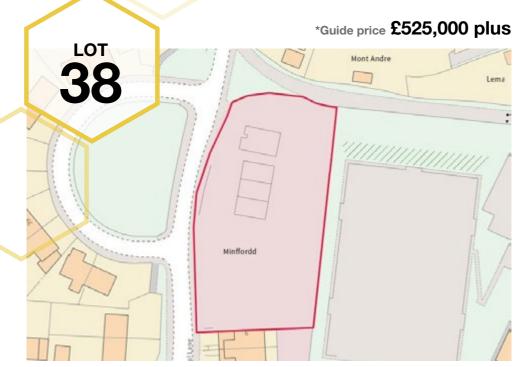
Hannah Stazaker Goddard Dunbar & Associates

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

To apply contact:

- T 01782 21147
- E residential-land@bjbmail.com









Land at School Lane, Southsea, Wrexham, North Wales, LL11 6SH

Scan or Click for further informatio about this property



- Residential development site
- Planning for 4 x 3 storey houses
- Planning Reference P/2013/0697
- Plus 4 x part-built houses
- All with Building Regs Approval
- Site Area: 0.66 Acre (0.26 ha)
- Council Tax Band TBC
- EPC N/A

Legal Representative

Matthew Middleton

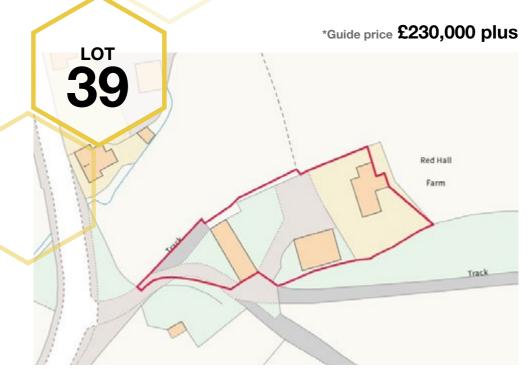
Middleton Law

- ⊤ 01952 605577
- E matthew@middletonlaw.co.uk

To apply contact:

- T 01782 211147
- E paulbeardmore@bjbmail.com









House & Outbuildings at Red Hall Farm, Dales Green, Stoke-on-Trent, Staffordshire, ST7 4RH

Click for further informatio about this property



- Detached house
- In need of renovation & repair
- Outbuildings
- Potential for conversion STPP
- Site Area: 0.41 Acre (1659 Sq m)
- Council Tax Band C
- EPC G

Legal Representative

Hannah Stazaker

Goddard Dunbar & Associates Ltd

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

To apply contact:

- T 01782 21147
- E residential-land@bjbmail.com





*Guide price £108,000 plus







71 Brooklyn Street, Crewe, Cheshire, CW2 7JE

Click for further information about this property



- Victorian mid-terrace
- Three bedrooms
- Two reception rooms
- Two Bathrooms
- In need of modernisation
- Council Tax Band A
- EPC C

Legal Representative

Jonathan Manning Hibberts LLP

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com

*Guide price £137,000 plus







64 Chamberlain Avenue, Penkhull, Newcastle-under-Lyme, Staffordshire, ST4 5EW

Click for further informatio about this property



- Semi-detached house
- Three bedrooms
- Well-presented interior
- Conservatory
- Council Tax Band B
- EPC D

Legal Representative

-

Walters & Plaskitt

- ⊤ 01782 819611
- E info@waltersandplaskitt.com

To apply contact:

Newcastle

- T 01782 622155
- E newcastle@bjbmail.com







51 & 51a Alexandra Road, Stafford, Staffordshire, ST17 4DE

Scan or Click for further information about this property



- End terrace property
- Ground floor one bedroom flat
- First floor two bedroom flat
- Current Let at £12,060 p/a
- Freehold
- Council Tax Band A
- EPC TBC

Legal Representative

Katie Nixon

Bowcock & Pursaill Solicitors

- ⊤ 01785 339514
- E kn@bwcockpursaill.co.uk

To apply contact:

Stone

- T 01785 813400
- E stafford@bjbmail.com







19 Marlingford Way, Easton, Norwich, NR9 5HA

Scan or Click for further information about this property



- Detached chalet bungalow
- Three bedrooms
- In need of modernisation
- Conservatory
- Gardens front & rear
- EPC-E

Legal Representative

Tracy Guest

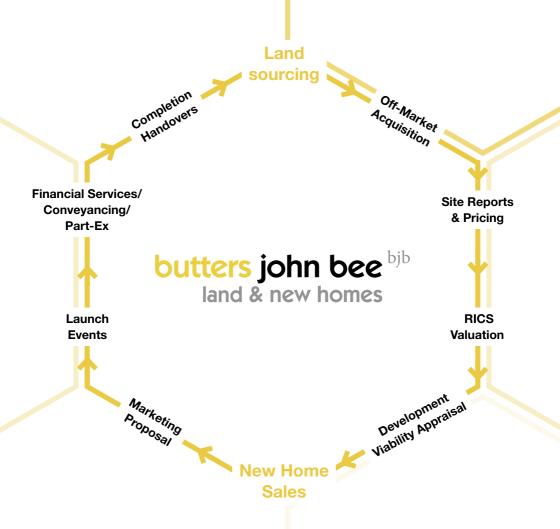
Ward Gethin Archer

- T 01362 852918
- E Tracy.guest@wga.co.uk

To apply contact:

haart Golden Triangle

- T 01630 458400
- E norwichgthrt@spicerhaart.co.uk



For a no obligation discussion please contact:

Carlos Hernandez

Regional New Homes Sales Manager Director Residential Land

T 07741 152287

E CarlosHernandez@bjbmail.com

Sam Bowyer

New Homes Sales Manager

07966 447520

E sambowyer@bjbmail.com

Paul G. Beardmore BSC MRICS

1 01782 211147

PaulBeardmore@bjbmail.com

Alexander Djukic BSc. MSc.

Graduate Surveyor

T 01782 211147

alexdjukic@bjbmail.com







Flat 3 Edgehill London Road, Harrow, Middlesex, HA1 3JQ

Scan or Click for further information about this property



- First floor period conversion
- Two bedrooms
- Open plan living space
- In the heart of Harrow on the Hill Village
- Share of freehold
- Council Tax Band D
- EPC-C

Legal Representative

Kerry Dundas Dundas Law

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

To apply contact:

haart Harrow

- T 020 8204 8492
- E HarrowHRT@Spicerhaart.co.uk







Former Methodist Church, Lightwood Road, Stoke-on-Trent, Staffordshire, ST3 7EL

- about this property

- Former Church Building & adjoining Hall
- Potential for residential conversion
- Subject to Planning Consent
- Site Area: 0.08 Acre (323 Sq m)
- Council Tax band TBC
- EPC TBC

Legal Representative

Laura Peace Sintons

- **T 0191 226 7832**
- E Laura.peace@sintons.co.uk

To apply contact:

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













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

Click for about this



- Former office building
- Potential for residential conversion
- Ideal for student accommodation/HMO
- On-site parking
- Site Area: 0.08 Acre (323 Sq m)
- Council Tax Band TBC
- **EPC TBC**

Legal Representative

Manish Patel

Crane & Staples Solicitors

- T 01707 329333
- E m.patel@crane-staples.co.uk

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E: kylemellor@bjbmail.com

butters bjb john bee







21 Carlisle Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4HA

Scan or Click for further informatic about this property



- Two storey restaurant property
- Residential location
- Previously let at £16,800 P/A
- Approx 60 covers
- Council tax band TBC
- EPC TBC

Legal Representative

Mr Harshinder Hundal Pictons Solicitors

- T 01582 870870
- E info@pictons.co.uk

To apply contact:

Commercial

- ⊺ 01782 212201
- E commercial@bjbmail.com



22 Copeland Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 1PR



- Mid-terraced house
- Three bedrooms
- Tenant in situ
- Close to the University
- Current yield 5.7%
- Council Tax Band A
- EPC D

Legal Representative

- т -
- E -

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com





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

43 Walton Way, Stone, Staffordshire, ST15 0JF

Scan or Click for further information about this property



- Semi-detached house
- Three bedrooms
- Off road parking
- Part renovated
- Spacious rear garden
- Council Tax Band B
- EPC E

Legal Representative

Rachael Gent

Gent Law

- T 01782 486700
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butters john bee Investor Services Team



Head of Landlord Investment

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



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99 Hospital Street, Nantwich, Cheshire, CW5 5RU

Scan or Click for further information about this property



- Double fronted mid-terrace
- Three bedrooms
- Spacious accommodation
- Period features
- In need of modernisation
- Council Tax Band D
- EPC TBC

Legal Representative

Martyn Measures Hibberts

- ⊤ 01270 624225
- E mhm@hibberts.com

To apply contact:

Nantwich

- T 01270 623444
- E nantwich@bjbmail.com









185 Ruskin Road, Crewe, Cheshire, CW2 7JX

Scan or Click for further information about this property



- End-terrace house
- Three bedrooms
- In need of modernisation
- Situated close to Crewe town centre
- Council Tax Band B
- EPC F

Legal Representative

Michael Wright

Hall Smith Whittingham

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

To apply contact:

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- T 01270 213541
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- Expected rental prices and yields on all property details sent via the Investor Club



Contact Kate Hurles

Head of Landlord Investment

T 07960 120267

E investorservicesteam@spicerhaart.co.uk



*Guide price £117,000 plus







41 Laura Street, Crewe, Cheshire, CW2 6HA

Click for further information about this property



- Victorian end-terrace
- Four bedrooms
- Three reception rooms
- Previously used as a HMO
- Two Bathrooms
- Council Tax Band B
- EPC D

Legal Representative

Jonathan Manning Hibberts LLP

- T 01270 215117
- E jhm@hibberts.com

To apply contact:

Crewe

- T 01270 213541
- E Crewe@bjbmail.com

*Guide price £91,000 plus







22 Guildford Street, Shelton, Stoke-on-Trent, Staffordshire, ST4 2EP

Scan or Click for further informatio about this property



- Mid-terraced house
- Three bedrooms
- In need of modernisation
- Potential HMO
- Ideal for a student let
- Council Tax Band A
- EPC D

Legal Representative

Bethany Stanway

Myers and Co Solicitors

- T 01782 577000
- E Bethany.stanway@myerssolicitors.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
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45 Ballinson Road, Blurton, Stoke-On-Trent, Staffordshire, ST3 3AL

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

Legal Representative

Mike Anson

Beeston Shenton

- ⊤ 01782 662424
- E Mike.anson@beestonshenton.co.uk

To apply contact:

Longton

- T 01782 594777
- E Longton@bjbmail.com







66 Ashfields New Road, Newcastle-under-Lyme, Staffordshire, ST5 2DJ

Click for further informatio about this property



- End-terrace house
- Three bedrooms
- Potential HMO/student Let
- In need of modernisation
- Council Tax Band A
- EPC D

Legal Representative

Clint Hughes

Jamesons Solicitors

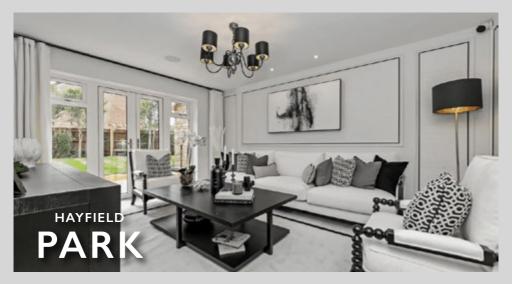
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Guide price £455,000

H HAYFIELD









5 Henry Street, Haslington, Crewe, Cheshire, CW1 5PS

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- Semi-detached house
- Two bedrooms
- In need of modernisation
- Detached garage
- EPC D

Legal Representative

Emily Brown

Poole Alcock

- T 01270 619694
- E emilybrownteam@poolealcock.co.uk

To apply contact:

Crewe

- T 01270 213541
- E crewe@bjbmail.com

Common Auction Conditions



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

Glossary

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

Wherever it makes sense:

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

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

Addendum An amendment or addition to the conditions or to the particulars or to bothwhether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date Subject to condition G9.3:

(a) the date specified in the **special conditions**; or (b) if no date is specified, 20 **business days** after the

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

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

Arrears Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

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

Auction The auction advertised in the catalogue.

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

Auctioneers The auctioneers at the auction.

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

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

Catalogue The catalogue to which the conditions refer including any supplement to it.

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

Condition One of the auction conduct conditions or sales conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them. Tenancy schedule The tenancy schedule (if any) forming part of the

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.

special conditions

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

Important notice

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

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

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

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

Auction Conduct Conditions

A1 Introduction

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

A2 Our role

- A2.1 As agents for each seller we have authority to:
 - (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
 - (b) offer each lot for sale:
 - (c) sell each lot;
 - (d) receive and hold deposits:
 - (e) sign each sale memorandum; and
 - (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.
- A2.2 Our decision on the conduct of the auction is final.
- A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices

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

A4 The particulars and other information

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

A5 The contract

- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
 A5.3 You must before leaving the auction:
 - 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;
 - (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 £1,000 plus VAT to us for each lot purchased at the auction, prior to auction or post auction in addition to the deposit.
- A6.3 The buyer will provide proof of identity and residency to us.
 A6.4 We may accept payment by debit or credit card. Credit card payment is not allowed for payment of deposit.
- A6.5 We may refuse admittance to any person attending the auction. We do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
- A6.7 The Seller will not be under any obligation to remove any rubbish or other items whatsoever from the lot prior to completion of the purchase and the Buyer will not be allowed to delay completion or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the lot.

General Conditions

Words in bold blue type have special meanings, which are defined in the Glossary.

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

G1 The lot

- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:

 (a) matters registered or capable of registration as local land charges;

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

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

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

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

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

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

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

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

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

G2 Deposit

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

(b) 10% of the price (exclusive of any VAT on the price).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the 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

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. The **transfer** is to have effect as if expressly suipiert to all

- 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**

(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
- 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.

The amount payable on completion is the balance of the

- 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. 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
 - (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.
- The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears

Part 3 Buyer not to pay for arrears

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

(a) so state: or

(b) give no details of any arrears.

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy; (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;

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

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of

all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

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

G12 Management

- G12.1 This condition G12 applies where the lot is sold subject to
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- The seller must consult the buyer on all management issues G12.3 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 buver 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

- 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.

The seller confirms that the seller

G15.2 (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

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

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

If, after completion, it is found that the sale of the lot is not a transfer of a going concern then: (a) the seller's conveyancer is to notify the buyer's

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

(c) if VAT is payable because the **buyer** has not complied with this **condition** G15, the buyer must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16 Capital allowances

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

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

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

G17 Maintenance agreements

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

G18 Landlord and Tenant Act 1987

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

G19 Sale by practitioner

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

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

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

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

G20 TUPE

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

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. G28.

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 **buver's** new title; and

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

28 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.

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

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.

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

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In 2021 we started our sustainability journey by committing to measure, report and reduce our carbon footprint with the help of Tree Nation. We set ourselves an ambitious target to not only offset the carbon produced, but to become carbon positive within five years.

2020

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

In 2021 we planted our first trees to offset our 2020 carbon emissions.

We continued our planting to offset our 2021 emissions.

We project our carbon emissions will start being carbon positive.

We have been supporting Eden Projects with a focus in Nepal with;



trees planted to March 2022



hectares of reforestation.

