

butters john bee ^{bjb}

Property auction catalogue

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

Monday 5 March 2018

www.buttersjohnbee.com



butters john bee ^{bjb}

Property auctions 2018

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

2018 Auction Dates

Closing Date For Entries

29th January	29th December
5th March	2nd February
9th April	9th March
21st May	20th April
25th June	25th May
30th July	29th June
3rd September	3rd August
8th October	7th September
12th November	12th October
10th December	9th November

All auctions start at 6.30pm

Freehold & Leasehold Lots offered in conjunction with...



The Region's Number 1 property auctioneer



John Hand
Auction Manager.



Donna Fern
Auction Negotiator



Rob Oulton
Auctioneer

Here at **butters john bee** we have over 100 years' experience of selling property at auction.

With a dedicated auction team, backed up by our Commercial Dept, and branch network of 17 Residential offices, delivering expert local knowledge and specialist advice. Our financial services division can assist with all your mortgage and insurance requirements, and we work closely with a panel of local conveyancers. We also have Residential and Commercial Lettings agencies, and Survey.

Welcome

Welcome to the bjb auctions, the region's number one Auctioneer. In 2017 we sold 80% of all lots offered, equating to over £42m worth of property across Staffordshire, Cheshire, Shropshire and West Mids. Across our 10 sales last year hammer prices ranged from a modest £5,000, up to a massive £555,000, where we sold a broad variety of Residential properties of all descriptions, land/building plots, retail premises and commercial units.

Over many years, our sales have regularly featured on the BBC's 'Homes Under the Hammer' making bjb a

household name, and we have buyers nationwide. The auction route is increasingly becoming more popular, as the quickest and easiest way to buy and sell property in today's modern market, equipped with the latest internet technology, enabling a wider range of buyers to easily access our services.

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

Proof of identity and address

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

Original documents MUST be provided.

Photocopies are NOT acceptable.

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

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

In each case, we will need one photo ID and one proof of residence; please see the list below. Failure to produce the correct ID will mean you will not be eligible to bid on the night.

There are a few options available to you:

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

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

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

LIST 1 – PHOTO IDENTIFICATION

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

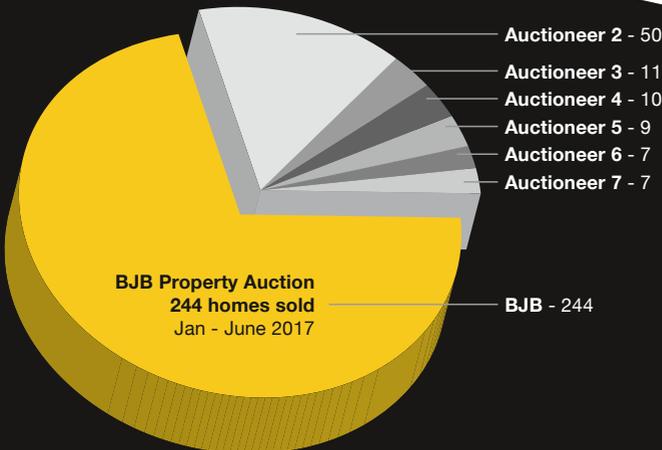
LIST 2 – PROOF OF RESIDENCE

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

Officially Staffordshire's Number 1 Property Auctioneer

If you are buying or selling at auction, there is only one place to go!

butters john bee, featured on TV's Homes Under the Hammer, has sold more properties this year than every other auctioneer in Staffordshire combined. In fact 72% of all properties were sold by bjb alone*!



If you are interested in buying or selling, come down to our next auction at The Moat House, Festival Way, Stoke-on-Trent, ST1 5BQ. For all dates visit buttersjohnbee.com

*Data sourced from EIG H1 half year reports up to 30th June 2017

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Visit www.buttersjohnbee.com for details of your local branch

Property auction buyer's guide

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

- Think ahead, **butters john bee** hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website www.buttersjohnbee.com
- 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 £700 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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* Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the first 6 months of the loan. Standard construction only.

Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.

PRELIMINARY ANNOUNCEMENT

81 & 83 Beech Lane, Macclesfield, Cheshire



We are taking instructions on this unique development opportunity, to be offered for sale by public auction shortly.

Located in a rural part of Macclesfield, this formidable property has 14 bedrooms, on a substantial plot of land. In need of renovation and repair, this lot would be suitable for many different uses subject to the correct planning permissions.

For more details, please contact us on **0800 090 2200** or email **auction@bjbmail.com**



Order of sale (unless previously sold or withdrawn)

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

Monday 5 March 2018 at 6.30pm



- 1 14 Highfield Grove, Stafford, Staffordshire ST17 9RA
- 2 200 Whitehill Road, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4DT
- 3 79 Selwyn Street, Stoke, Stoke-on-Trent, Staffordshire ST4 1ED
- 4 49 Whitfield Avenue, Newcastle-under-Lyme, Staffordshire ST5 2JQ
- 5 9 Laburnum Avenue, Wistaston Green, Crewe, Cheshire CW2 8RR
- 6 1 Cranworth Grove, Lightwood, Stoke-on-Trent, Staffordshire ST3 7ET
- 7 5 Sandyfield Road, Northwood, Stoke-on-Trent, Staffordshire ST1 6QG
- 8 Moss Cottage, Buxton Road, Congleton, Cheshire CW12 3PG
- 9 16 Lincoln Road, Burslem, Stoke-on-Trent, Staffordshire ST6 3DE
- 10 60 Osborne Grove, Shavington, Crewe, Cheshire CW2 5BY
- 11 12 Welles Street, Sandbach, Cheshire CW11 1GT
- 12 112 Woodshutts Street, Talke, Stoke-on-Trent, Staffordshire ST7 1LB
- 13 310 London Road, Stoke-on-Trent, Staffordshire ST4 5AB
- 14 312 London Road, Stoke-on-Trent, Staffordshire ST4 5AB
- 15 18 Gerard Drive, Nantwich, Cheshire CW5 5JR
- 16 9 Burnham Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3EY
- 17 132 Primrose Avenue, Haslington, Cheshire CW1 5QB
- 18 53 Woolrich Street, Middleport, Stoke-on-Trent, Staffordshire ST6 3PQ
- 19 Land adjacent to 190 Old Road, Bignall End, Staffordshire ST7 8QH
- 20 90 The Fillybrooks, Stone, Staffordshire ST15 0DL
- 21 Land to the front of 3-12 Church Lane, Betley, Cheshire CW3 9AX
- 22 18 Alderhay Lane, Rookery, Stoke-on-Trent, Staffordshire ST7 4RQ
- 23 Worthington Hall, 44 Jasper Street, Stoke-on-Trent, Staffordshire ST1 3DA
- 24 Land off Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 1BY
- 25 49 Stafford Street, Cannock, Staffordshire WS12 2EH
- 26 42 Richard Street, Crewe, Cheshire CW1 3AG
- 27 Land at The Croft, Penkhull, Stoke-on-Trent, Staffordshire ST4 5HT
- 28 110 Holmsdale Road, Coventry, West Mids CV6 5BJ
- 29 8 Monks Walk, Gnosall, Stafford, Staffordshire ST20 0DG
- 30 Residential Development Site, Trentley Road, Trentham, Stoke-on-Trent, Staffordshire ST4 8PH
- 31 Land adjacent to 26 Riverside Road, Trent Vale, Stoke-on-Trent, Staffordshire ST4 6NH
- 32 11 Wain Avenue, Poolfields, Newcastle-under-Lyme, Staffordshire ST5 2NZ
- 33 57 Leonard Street, Burslem, Stoke-on-Trent, Staffordshire ST6 1HS
- 34 Site at 92-96 Heathcote Street, Sandford Hill, Stoke-on-Trent, Staffordshire ST3 1AB
- 35 151 Talke Road, Newcastle-under-Lyme, Staffordshire ST5 7NH
- 36 164 High Street, Harriseahead, Stoke-on-Trent, Staffordshire ST7 4JX
- 37 99 Wilmot Drive, Knutton, Newcastle-under-Lyme, Staffordshire ST5 9AS
- 38 Land between 34 & 36 Claremont Road, Eccleshall, Stafford, Staffordshire ST21 6DP
- 39 32 Ellgreave Street, Burslem, Stoke-on-Trent, Staffordshire ST6 4DH
- 40 116 High Lane, Burslem, Stoke-on-Trent, Staffordshire ST6 7DG
- 41 73 Rising Brook, Stafford, Staffordshire ST17 9DH
- 42 55 Minshull New Road, Crewe, Cheshire CW1 3PE

- 43 2 Waterloo Road, Burslem, Stoke-on-Trent, Staffordshire ST6 3EW
- 44 24 Manor Avenue, Wistaston, Crewe, Cheshire CW2 8BD
- 45 39 Fernhurst Grove, Lightwood, Stoke-on-Trent, Staffordshire ST3 7TQ
- 46 Land at 56 Edensor Road, Longton, Stoke-on-Trent, Staffordshire ST3 2QE
- 47 Former Conveniences, Keelings Road, Northwood, Stoke-on-Trent, Staffordshire ST1 6AA
- 48 Bucknall Social Services Office, Werrington Road, Stoke-on-Trent, Staffordshire ST2 9AF
- 49 120 King William Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 6EJ
- 50 154 Victoria Road, Fenton, Stoke-on-Trent, Staffordshire ST4 2HQ
- 51 54 Westfield Avenue, Audley, Stoke-on-Trent, Staffordshire ST7 8EQ
- 52 73 West Street, Crewe, Cheshire CW1 3HF
- 53 29 Sun Street, Etruria, Stoke-on-Trent, Staffordshire ST1 4JP
- 54 Workshop to the rear of 247 Broad Street, Crewe, Cheshire CW1 4JJ
- 55 Development Plot, 315 West Street, Crewe, Cheshire CW1 3HU
- 56 Land off Tilery Lane, Blurton, Stoke-on-Trent, Staffordshire ST3 3HE
- 57 47 Wolverhampton Road, Stafford, Staffordshire ST17 4DF
- 58 59 Mornington Road, Sneyd Green, Stoke-on-Trent, Staffordshire ST1 6EN
- 59 64 Church Street, Audley, Stoke-on-Trent, Staffordshire ST7 8DA
- 60 70 Scotia Road, Burslem, Stoke-on-Trent, Staffordshire ST6 4EP
- 61 15 Cherry Grove, Blurton, Stoke-on-Trent, Staffordshire ST3 2AS
- 62 55 Westbourne Drive, Tunstall, Stoke-on-Trent, Staffordshire ST6 5LZ
- 63 93 High Street, Newcastle-under-Lyme, Staffordshire ST5 1PS
- 64 13 Walley Place, Burslem, Stoke-on-Trent, Staffordshire ST6 2BJ
- 65 17 Mount Road, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4AY
- 66 5 & 5a Turner Street, Birches Head, Stoke-on-Trent, Staffordshire ST1 2ND
- 67 15 Silverdale Street, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6BY
- 68 352 & 354 Turnhurst Road, Packmoor, Stoke-on-Trent, Staffordshire ST7 4QQ
- 69 20 Golden Hill, Weston, Crewe, Cheshire CW2 5SG
- 70 16 New Road, Wrockwardine Wood, Telford, Shropshire TF2 6JZ

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Order of sale

in alphabetical order

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

Monday 5 March 2018 at 6.30pm



- 22 Alderhay Lane, Rookery, Stoke-on-Trent, Staffordshire ST7 4RQ
- 54 Broad Street, Crewe, Cheshire CW1 4JJ
- 16 Burnham Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3EY
- 8 Buxton Road, Congleton, Cheshire CW12 3PG
- 61 Cherry Grove, Blurton, Stoke-on-Trent, Staffordshire ST3 2AS
- 21 Church Lane, Betley, Cheshire CW3 9AX
- 59 Church Street, Audley, Stoke-on-Trent, Staffordshire ST7 8DA
- 38 Claremont Road, Eccleshall, Stafford, Staffordshire ST21 6DP
- 6 Cranworth Grove, Lightwood, Stoke-on-Trent, Staffordshire ST3 7ET
- 46 Edensor Road, Longton, Stoke-on-Trent, Staffordshire ST3 2QE
- 39 Ellgreave Street, Burslem, Stoke-on-Trent, Staffordshire ST6 4DH
- 45 Fernhurst Grove, Lightwood, Stoke-on-Trent, Staffordshire ST3 7TQ
- 15 Gerard Drive, Nantwich, Cheshire CW5 5JR
- 69 Golden Hill, Weston, Crewe, Cheshire CW2 5SG
- 34 Heathcote Street, Sandford Hill, Stoke-on-Trent, Staffordshire ST3 1AB
- 40 High Lane, Burslem, Stoke-on-Trent, Staffordshire ST6 7DG
- 36 High Street, Harseahead, Stoke-on-Trent, Staffordshire ST7 4JX
- 63 High Street, Newcastle-under-Lyme, Staffordshire ST5 1PS
- 1 Highfield Grove, Stafford, Staffordshire ST17 9RA
- 28 Holmsdale Road, Coventry, West Mids CV6 5BJ
- 23 Jasper Street, Stoke-on-Trent, Staffordshire ST1 3DA
- 47 Keelings Road, Northwood, Stoke-on-Trent, Staffordshire ST1 6AA
- 49 King William Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 6EJ
- 5 Laburnum Avenue, Wistaston Green, Crewe, Cheshire CW2 8RR
- 33 Leonard Street, Burslem, Stoke-on-Trent, Staffordshire ST6 1HS
- 9 Lincoln Road, Burslem, Stoke-on-Trent, Staffordshire ST6 3DE
- 13 London Road, Stoke-on-Trent, Staffordshire ST4 5AB
- 14 London Road, Stoke-on-Trent, Staffordshire ST4 5AB
- 44 Manor Avenue, Wistaston, Crewe, Cheshire CW2 8BD
- 42 Minshull New Road, Crewe, Cheshire CW1 3PE
- 29 Monks Walk, Gnosall, Stafford, Staffordshire ST20 0DG
- 58 Mornington Road, Sneyd Green, Stoke-on-Trent, Staffordshire ST1 6EN
- 65 Mount Road, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4AY
- 70 New Road, Wrockwardine Wood, Telford, Shropshire TF2 6JZ
- 19 Old Road, Bignall End, Staffordshire ST7 8QH
- 10 Osborne Grove, Shavington, Crewe, Cheshire CW2 5BY
- 17 Primrose Avenue, Haslington, Cheshire CW1 5QB
- 26 Richard Street, Crewe, Cheshire CW1 3AG
- 41 Rising Brook, Stafford, Staffordshire ST17 9DH
- 31 Riverside Road, Trent Vale, Stoke-on-Trent, Staffordshire ST4 6NH
- 7 Sandyfield Road, Northwood, Stoke-on-Trent, Staffordshire ST1 6QG
- 60 Scotia Road, Burslem, Stoke-on-Trent, Staffordshire ST6 4EP

- 3 Selwyn Street, Stoke, Stoke-on-Trent, Staffordshire ST4 1ED
- 67 Silverdale Street, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6BY
- 25 Stafford Street, Cannock, Staffordshire WS12 2EH
- 53 Sun Street, Etruria, Stoke-on-Trent, Staffordshire ST1 4JP
- 35 Talke Road, Newcastle-under-Lyme, Staffordshire ST5 7NH
- 27 The Croft, Penkhull, Stoke-on-Trent, Staffordshire ST4 5HT
- 20 The Fillybrooks, Stone, Staffordshire ST15 0DL
- 24 Third Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 1BY
- 56 Tillery Lane, Blurton, Stoke-on-Trent, Staffordshire ST3 3HE
- 30 Trentley Road, Trentham, Stoke-on-Trent, Staffordshire ST4 8PH
- 66 Turner Street, Birches Head, Stoke-on-Trent, Staffordshire ST1 2ND
- 68 Turnhurst Road, Packmoor, Stoke-on-Trent, Staffordshire ST7 4QQ
- 50 Victoria Road, Fenton, Stoke-on-Trent, Staffordshire ST4 2HQ
- 32 Wain Avenue, Poolfields, Newcastle-under-Lyme, Staffordshire ST5 2NZ
- 64 Walley Place, Burslem, Stoke-on-Trent, Staffordshire ST6 2BJ
- 43 Waterloo Road, Burslem, Stoke-on-Trent, Staffordshire ST6 3EW
- 11 Welles Street, Sandbach, Cheshire CW11 1GT
- 48 Werrington Road, Stoke-on-Trent, Staffordshire ST2 9AF
- 52 West Street, Crewe, Cheshire CW1 3HF
- 55 West Street, Crewe, Cheshire CW1 3HU
- 62 Westbourne Drive, Tunstall, Stoke-on-Trent, Staffordshire ST6 5LZ
- 51 Westfield Avenue, Audley, Stoke-on-Trent, Staffordshire ST7 8EQ
- 2 Whitehill Road, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4DT
- 4 Whitfield Avenue, Newcastle-under-Lyme, Staffordshire ST5 2JQ
- 37 Wilmot Drive, Knutton, Newcastle-under-Lyme, Staffordshire ST5 9AS
- 57 Wolverhampton Road, Stafford, Staffordshire ST17 4DF
- 12 Woodshutts Street, Talke, Stoke-on-Trent, Staffordshire ST7 1LB
- 18 Woolrich Street, Middleport, Stoke-on-Trent, Staffordshire ST6 3PQ

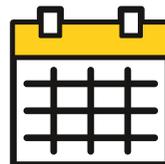
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Viewing schedule



Crewe

**Friday 9th, 16th, 23rd February and 2nd March
and Saturday 10th, 17th, 24th February
and 3rd March 2018**

LOT	ADDRESS	TIME
44	24 Manor Avenue, Wistaston, Crewe, Cheshire, CW2 8BD	09.00am–09.45am
5	9 Laburnum Avenue, Wistaston, Crewe, Cheshire, CW2 8RR	10.00am–10.30am
26	42 Richard Street, Crewe, Cheshire, CW1 3AG	10.45am–11.15am
52	73 West Street, Crewe, Cheshire, CW1 3HF	11.30am–12.00pm
42	55 Minshull New Road, Crewe, Cheshire, CW1 3PE	13.15pm–13.45pm
69	20 Goldenhill, Weston, Crewe, Cheshire, CW2 5SG	14.15pm–14.45pm

Hanley

Tuesday 20th & 27th February and Friday 23rd February & 2nd March

LOT	ADDRESS	TIME
3	79 Selwyn Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 1ED	09:15am
66	5 & 5a Turner Street, Birches Head, Stoke-on-Trent, ST1 2ND	10:00am
58	59 Mornington Road, Sneyd Green, Stoke-on-Trent, ST1 6EN	10:45am
7	5 Sandyford Road, Northwood, Stoke-on-Trent, ST1 6QG	11:15am
9	16 Lincoln Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 3DE	11:45am
33	57 Leonard Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 1HS	12:15pm
40	116 High Lane, Burslem, Stoke-on-Trent, Staffordshire, ST6 7DG	12:45pm
60	70 Scotia Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 4EP	13:45pm
64	13 Walley Place, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BJ	14:15pm
18	53 Woolrich Street, Middleport, Stoke-on-Trent, Staffordshire, ST6 3PQ	14:45pm
39	32 Ellgreave Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 4DH	15:15pm
49	120 King William Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 6EJ	15:45pm
62	55 Westbourne Drive, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5LZ	16:15pm
68	352/354 Turnhurst Road, Packmoor, Stoke-on-Trent, ST7 4QQ	16:45pm

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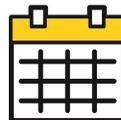
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Please note that these viewing times are provisional only and may be subject to change. Please contact the office prior to viewing the properties to confirm the times are still the same. Please note we are not able to guarantee access to tenanted properties.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

Kidsgrove
Saturday 10th February,
Wednesday 14th February, Saturday 24th February
& Saturday 3rd March



LOT	ADDRESS	TIME
22	18 Alderhay Lane, Rookery, Stoke-on-Trent, Staffordshire, ST7 4RQ	10.00am
36	164 High Street, HARRISEAHEAD, Stoke-on-Trent, Staffordshire, ST7 4JX	10.30am
2	200 Whitehill Road, Whitehill, Stoke-on-Trent, Staffordshire, ST7 4DT	11.00am
65	17 Mount Road, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4AY	11.30am
12	112 Woodshutts, Street, Talke, Stoke-on-Trent, Staffordshire, ST7 1LB	12.00pm

Longton
Tuesday 6th February, Saturday 17th February,
Tuesday 20th February, and Saturday 3rd March

LOT	ADDRESS	TIME
6	1 Cranworth Grove, Lightwood, Stoke-on-Trent, ST3 7ET	09:30–09:50am
45	39 Fernhurst Grove, Lightwood, Stoke-on-Trent, ST3 7TQ	10:00–10:20am
16	9 Burnham Street, Fenton, Stoke-on-Trent, ST4 3EY	10:30–10:50am
50	154 Victoria Road, Fenton, Stoke-on-Trent, ST4 2HQ	11:00–11:20am
61	15 Cherry Grove, Blurton, Stoke-on-Trent, ST3 2AS	11:30–11:50am

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Newcastle

**Thursday 8th February, Thursday 15th February,
Thursday 22nd February, Saturday 24th February,
Thursday 1st March, Monday 5th March**



LOT	ADDRESS	TIME
21	Land in front of 3-12 Church Lane, Betley, CW3 9AX	09.30am-09.45am
51	54 Westfield Avenue, Audley, Stoke-on-Trent, ST7 8EQ	10.00am-10.15am
4	49 Whitfield Avenue, Thistleberry, Newcastle-under-Lyme, ST5 2JQ	10.30am-10.45am
32	11 Wain Avenue, Poolfields, Newcastle-under-Lyme, ST5 2NZ	10.50am-11.05am
67	15 Silverdale Street, Knutton, Newcastle-under-Lyme, ST5 6BY	11.15am-11.30am
37	99 Wilmot Drive, Knutton, Newcastle-under-Lyme, ST5 9AS	11.40am-11.55am
35	151 Talke Road, Chesterton, Newcastle-under-Lyme, ST5 7NH	12.05pm-12.20pm
13	310 London Road, Stoke, Stoke-on-Trent, ST4 5AB	12.35pm-12.50pm
14	312 London Road, Stoke, Stoke-on-Trent, ST4 5AB	12.50pm-13.05pm
31	Land adj. to 26 Riverside Road, Trent Vale, Stoke-on-Trent, ST4 6NH	13.15pm-13.30pm

Stone

**Saturday 27th January, 10th February, 24th February,
and Tuesday 27th February**

LOT	ADDRESS	TIME
20	90 The Fillybrooks, Stone, Staffordshire, ST15 0DL	10.00am-10.30pm

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

LOT

1**14 Highfield Grove, Stafford,
Staffordshire ST17 9RA*****GUIDE PRICE £75,000**

- Semi-detached house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Off road parking
- EPC – TBC

**Legal Representative**

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

Apply: Stafford Tel: 01785 246000 Email: stafford@bjbmail.com

LOT

2**200 Whitehill Road, Kidsgrove, Stoke-on-Trent,
Staffordshire ST7 4DT*****GUIDE PRICE £90,000**

- Detached cottage
- Two bedrooms
- Two reception rooms
- Gardens and garage
- In need of renovation and repair
- EPC – TBC

See page 15 for viewing schedule



Legal Representative

Ms Rachael Byles
Woolliscrofts Solicitors
01270 875915
rbytes@woolliscrofts.co.uk

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

LOT

3**79 Selwyn Street, Stoke, Stoke-on-Trent,
Staffordshire ST4 1ED*****GUIDE PRICE £30,000 plus**

- End-terrace property
- Three bedrooms
- In need of renovation and repair
- First floor bathroom
- Double glazing
- EPC – G

See page 14 for viewing schedule**Legal Representative**

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

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

LOT

4**49 Whitfield Avenue, Newcastle-under-Lyme,
Staffordshire ST5 2JQ***GUIDE PRICE **£140,000**

- Traditional semi-detached property
- Three bedrooms
- Two reception rooms
- Front and rear gardens
- Driveway and garage
- Sought after location
- EPC – F

See page 16 for viewing schedule**Legal Representative**

Ms Alison Abbotts
Tinsdills Solicitors
01782 652335 DD
alison.abbotts@tinsdills.co.uk

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

LOT

5**9 Laburnum Avenue, Wistaston Green, Crewe,
Cheshire CW2 8RR*****GUIDE PRICE £30,000**

- Semi-detached house
- Two bedrooms
- In need of renovation and repair
- Gardens
- Popular cul-de-sac location
- EPC – D

See page 14 for viewing schedule



Legal Representative

Ms Claire Smith
Forbes Solicitors
01254 222417
claire.smith@forbessolicitors.co.uk

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

LOT

6

1 Cranworth Grove, Lightwood, Stoke-on-Trent, Staffordshire ST3 7ET

*GUIDE PRICE **£75,000**

- Semi-detached bungalow
- Two bedrooms
- Lounge & Kitchen
- Double glazing & central heating
- In need of modernisation
- Driveway parking & garage
- Enclosed rear garden
- EPC – D



See page 15 for viewing schedule

Legal Representative

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

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

LOT
7

**5 Sandyfield Road, Northwood, Stoke-on-Trent,
Staffordshire ST1 6QG**

*GUIDE PRICE **£95,000 plus**



- Spacious detached house
- Three bedrooms
- Off road parking
- Garage
- Gardens
- Popular location
- EPC – D

See page 14 for viewing schedule



Legal Representative

Ms Zoe Norgrove

Tinsdills

01782 652300

zoe.norgrove@tinsdills.co.uk



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

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

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www.buttersjohnbee.com

* Source: El Group

LOT

8

Moss Cottage, Buxton Road, Congleton, Cheshire CW12 3PG

*GUIDE PRICE **£135,000 plus**

- Detached cottage
- Two bedrooms
- In need of renovation and repair
- Garage and parking
- semi-rural location
- EPC – F



It is suggested that potential purchasers carry out their own structural investigations prior to making a bid at auction

Legal Representative

Shoosmiths
03700 86 7300

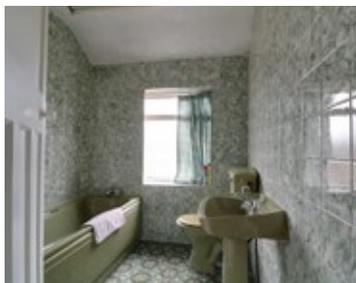
Apply: Congleton Tel: 01260 280000 Email: congleton@bjbmail.com

LOT

9**16 Lincoln Road, Burslem, Stoke-on-Trent,
Staffordshire ST6 3DE*****GUIDE PRICE £50,000 plus**

- Mid-town house
- Two bedrooms
- First floor bathroom
- EPC – TBC

See page 14 for viewing schedule



Legal Representative

Mr Nick Mason
Salmons Solicitors
01782 621266
nick.mason@salmonssolicitors.net

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

LOT
10**60 Osborne Grove, Shavington, Crewe,
Cheshire CW2 5BY***GUIDE PRICE **£155,000**

- Detached house
- Three bedrooms
- Generous size
- Great potential
- Gardens & parking
- Village location
- EPC – E

Legal Representative

Mrs Pat Carlisle
Hall Smith Whittingham
01270 621845
pcarlisle@hswsolicitors.co.uk

The property has single skin brick walls at both gable ends. These have been inspected by a structural engineer and found to be structurally sound. A copy of this inspection report is available on request.

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

LOT

11**12 Welles Street, Sandbach, Cheshire CW11 1GT***GUIDE PRICE **£190,000**

- Prominent 3 storey property with return frontage
- Sandbach town centre
- Ground floor retail area
- Living accommodation over 1st & 2nd floors
- Potential conversion of the upper floors.
- NIA: 1,884 sq ft
- EPC – E (101)
- Flat EPC – E



Legal Representative

Mr John Hyatt
Butcher & Barlow LLP
01270 762521
jhyatt@butcher-barlow.co.uk

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

LOT
12

112 Woodshutts Street, Talke, Stoke-on-Trent,
Staffordshire ST7 1LB

*GUIDE PRICE **£75,000**



- Semi-detached property
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Gardens front and rear
- EPC – D

See page 15 for viewing schedule



Legal Representative

Rachel Byles
Woolliscrofts Solicitors
01782 204000
rbyles@woolliscrofts.co.uk

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

LOT
13

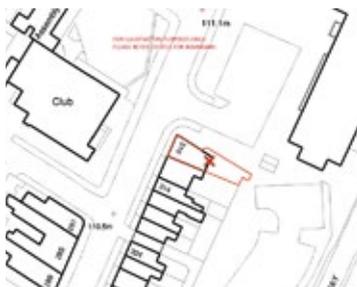
**310 London Road, Stoke-on-Trent,
Staffordshire ST4 5AB**

*GUIDE PRICE **£40,000**



- End-terraced property
- Two bedrooms
- Spacious cellar
- Conveniently located
- Majority double glazing
- Rear garden
- EPC – G

See page 16 for viewing schedule



Legal Representative

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

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

LOT
14

312 London Road, Stoke-on-Trent,
Staffordshire ST4 5AB

*GUIDE PRICE **£55,000**



- Attractive bay fronted Victorian property
- Three spacious bedrooms
- Partial double glazing and gas central heating.
- Rear garden
- Conveniently located
- EPC – D

See page 16 for viewing schedule



Legal Representative

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

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

LOT
15

18 Gerard Drive, Nantwich, Cheshire CW5 5JR

*GUIDE PRICE **£150,000**



- Semi-detached house
- Three bedrooms
- Gas C/H & DG
- Great corner plot
- Sought after area
- EPC – TBC

Legal Representative

Miss Francesca Flannigan
SAS Daniels LLP
01260 282322
francesca.flannigan@sasdaniels.co.uk

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

Proof of identity and address

A buyer's administration fee of £700 plus VAT is applicable to all lots sold at, pre or post auction

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

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

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

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LOT
16**9 Burnham Street, Fenton, Stoke-on-Trent,
Staffordshire ST4 3EY***GUIDE PRICE **£45,000**

- End-terrace property
- Three bedrooms
- Two reception rooms
- Double glazing & central heating
- Enclosed rear yard
- In need of modernisation
- EPC – E

See page 15 for viewing schedule

Legal Representative

Mr Haliday
The Eric Whitehead Partnership
01538 755761
timothyhalliday@ericwhitehead.co.uk

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

LOT
17**132 Primrose Avenue, Haslington,
Cheshire CW1 5QB***GUIDE PRICE **£110,000**

- Semi-detached house
- Three bedrooms
- Two reception rooms
- Gardens
- In need of modernisation
- EPC – E

**Legal Representative**

Ms Jill Shields
Blain Boland & Co
01606834824
jill.shields@blainboland.co.uk

Apply: Sandbach Tel: 01270 768919 Email: sandbach@bjbmail.com

LOT
18

**53 Woolrich Street, Middleport, Stoke-on-Trent,
Staffordshire ST6 3PQ**

*GUIDE PRICE **£41,000 plus**



- Mid-terrace house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- EPC – C

See page 14 for viewing schedule



Legal Representative

Mr David Perry
Shoosmiths
03700 864068
david.perry@shoosmiths.co.uk

Apply: Auction Dept Tel: 01782 21180 Email: auction@bjbmail.com

LOT
19

Land adjacent to 190 Old Road, Bignall End,
Staffordshire ST7 8QH

*GUIDE PRICE **£50,000**



- Building plot
- Full planning permission
- 4 bedroom detached property
- Ref: 17/00711/FUL
- Village location
- EPC – N/A



Legal Representative

Mr Mike Bracegirdle
Butcher Barlow
01606 334309
kmiller@butcher-barlow.co.uk

Apply: Alsager Tel: 01270 877778 Email: alsager@bjbmail.com

LOT
20

**90 The Fillybrooks, Stone,
Staffordshire ST15 0DL**

*GUIDE PRICE **£70,000**



- End-terrace property
- Two bedrooms
- Two reception rooms
- First floor bathroom
- Rear garden over 80 feet in length
- Convenient for Stone centre
- Council tax band – B
- EPC – E

See page 16 for viewing schedule



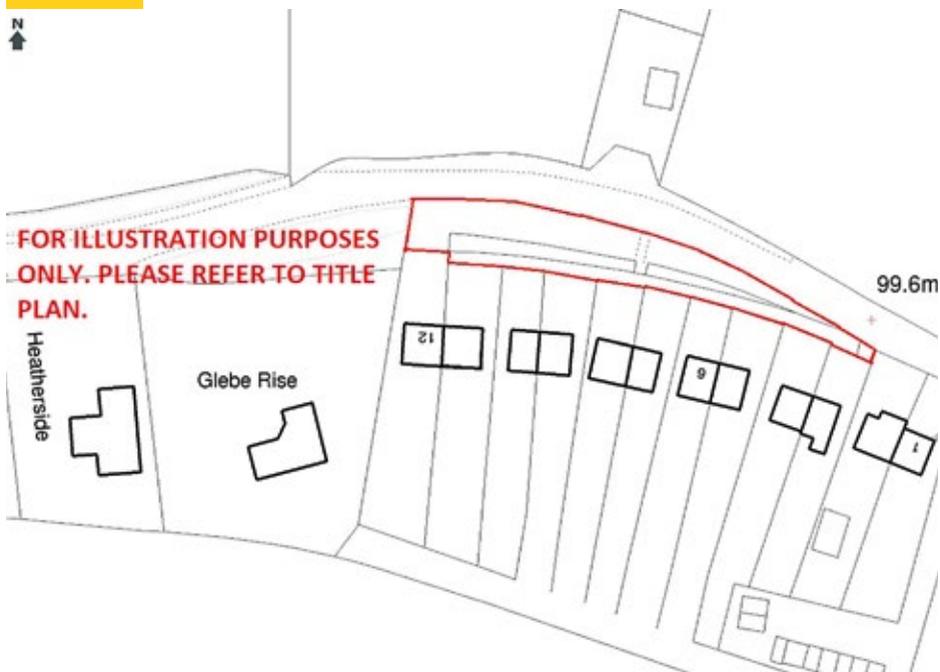
Legal Representative

Mr James Egan
John Burton Solicitors
01785 814818
jde@johnburtonsolicitors.co.uk



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

LOT

21Land to the front of 3–12 Church Lane, Betley,
Cheshire CW3 9AX*DECLARED RESERVE **£500**

- Parcel of land
- EPC – N/A

See page 16 for viewing schedule

Legal Representative

Stewart Freeman
Shakespeares
0845 630 8833
Stewart.freeman@shma.co.uk

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 twelve months an employee or director, or is a close relative of such a person or an agent on their behalf.

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

LOT
22

18 Alderhay Lane, Rookery, Stoke-on-Trent,
Staffordshire ST7 4RQ

*GUIDE PRICE **£65,000**



- Mid-terrace cottage
- Two bedrooms
- Breakfast kitchen
- Ground floor bathroom
- Semi-rural location
- EPC – D

See page 15 for viewing schedule



Legal Representative

Mr Murray Cantlay
Woolliscrofts Solicitors
01782 200632 DD
mcantlay@woolliscrofts.co.uk

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

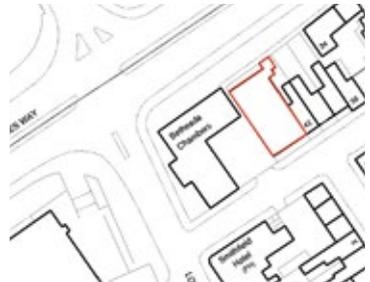
LOT
23

Worthington Hall, 44 Jasper Street, Stoke-on-Trent, Staffordshire ST1 3DA

*GUIDE PRICE **£100,000**



- Former chapel
- Suitable for a number of uses
- Re-development subject to PP
- Within walking distance of the city centre
- Overlooking Potteries Way
- EPC – E



Legal Representative

Jayshree Chudasama
Quality Conveyancing
020 3763 6767
jayshree.chudasama@qconveyancing.com

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

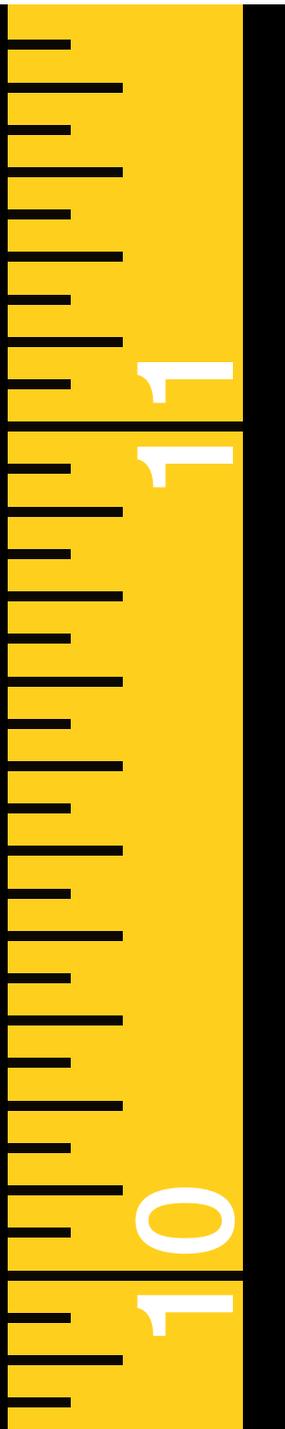
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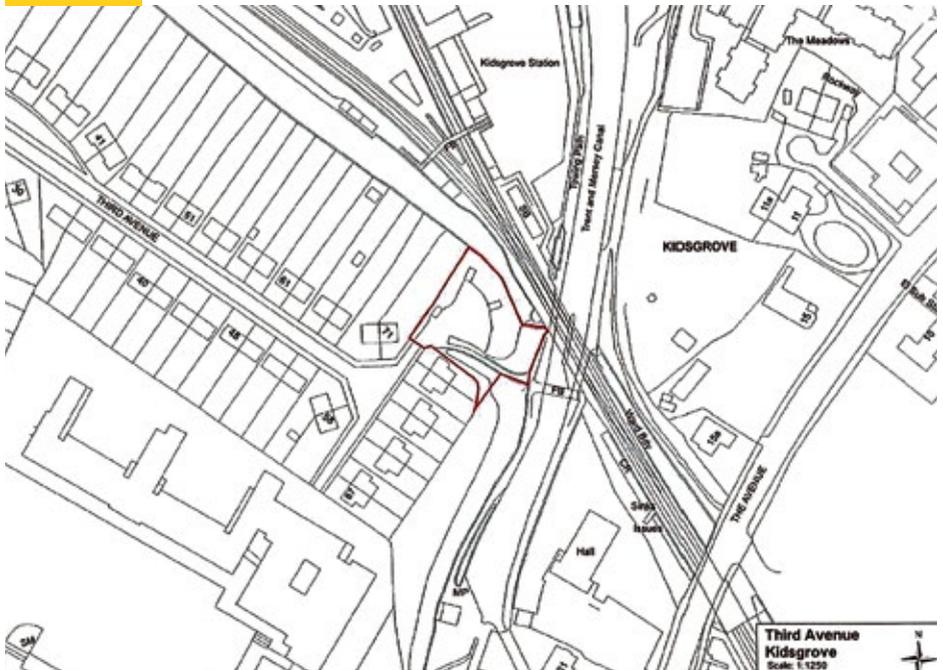
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LOT

24

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

*GUIDE PRICE **£30,000 plus**

- Former garage site
- Cul-de-sac location
- Outline planning for four dwellings
- Application No.16/00288/OUT
- EPC – N/A

Legal Representative

Aimee Knight
 Anthony Collins Solicitors LLP
 0121 212 7469
aimee.knight@anthonicollins.com

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

LOT
25

49 Stafford Street, Cannock,
Staffordshire WS12 2EH

*GUIDE PRICE **£140,000 plus**



- Mixed use site
- Traditional detached house
- Additional detached building
- Potential for development
- Previous outline planning permission for a detached dwelling.
- CH/08/0391
- EPC – F



Legal Representative

Mr Allan Binns
Dunham Guest & Lyons
01543 462121
anneasterbrook@dglyons.co.uk

Apply: Cannock Tel: 01543 500030 Email: cannock@bjbmail.com



LOT
26

42 Richard Street, Crewe, Cheshire CW1 3AG

*GUIDE PRICE **£57,000**



- Victorian mid-terrace
- Two double bedrooms
- First floor bathroom
- Double glazing
- Gas central heating
- EPC – D

See page 14 for viewing schedule



Legal Representative

Ms Nicky Riley
Irwin Mitchell
01635571000
nicky.riley@irwinmitchell.com



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

LOT

27

Land at The Croft, Penkhull, Stoke-on-Trent, Staffordshire ST4 5HT

*GUIDE PRICE **£60,000 plus**

- A site located within a desirable location
- Site area 0.13 acres
- Vehicle access from The Croft
- Potentially suitable for residential development subject to planning consent
- Completion shall be 29th March 2018
- EPC – N/A



Legal Representative

Mrs Samantha Jones
Stoke-on-Trent Council
Property Lawyer – Place – Governance
01782 236326
samantha.jones@stoke.gov.uk

Initial advice from Stoke-on-Trent planning department: The land in question is potentially suitable for residential development. This is subject to the prior undertaking of a number of technical assessments to fully understand the site constraints

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

LOT
28

110 Holmsdale Road, Coventry,
West Mids CV6 5BJ

*GUIDE PRICE **£75,000**



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



Legal Representative

Mr David Perry
Shoosmiths
03700 864068
david.perry@shoosmiths.co.uk

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

LOT
29

8 Monks Walk, Gnosall, Stafford,
Staffordshire ST20 0DG

*GUIDE PRICE **£87,000**



- First floor maisonette
- Two double bedrooms
- Popular village location
- Lounge/diner, kitchen
- EPC – C



Legal Representative

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

Apply: Stafford Tel: 01785 246000 Email: stafford@bjbmail.com

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

LOT
30

Residential Development Site, Trentley Road, Trentham, Stoke-on-Trent, Staffordshire ST4 8PH

*GUIDE PRICE **£200,000 plus**



- A development opportunity in a sought-after location
- Benefiting from outline planning
- Development of six dwellings including garages
- Planning granted 9th February 2017 (Ref: 60629/OUT).
- Site area: 0.60 acres
- EPC – NA
- Completion shall be 29th March 2018



Legal Representative

Ms Susan Washington Chartered Legal Executive
City of Stoke-on-Trent
01782 233014
susan.washington@stoke.gov.uk



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

LOT

31

Land adjacent to 26 Riverside Road, Trent Vale, Stoke-on-Trent, Staffordshire ST4 6NH

*GUIDE PRICE **£75,000**

- Building plot
- PP granted for 2 semi-detached dwellings
- Proposed PP for two 3 bedroom semi-detached
- Stoke-on-Trent City Council ref: 61741/FUL
- EPC – N/A

See page 16 for viewing schedule



Legal Representative

Ms Alison Abbotts
Tinsdills Solicitors
01782 652335 DD
alison.abbotts@tinsdills.co.uk

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

SELECTIVE LICENSING CONSULTATION

Improving standards in the private rented sector



Stoke-on-Trent City Council is consulting on the introduction of Selective Licensing

We're looking at a five year licensing scheme to help landlords and letting agents in 14 areas of the city improve their properties and improve the quality of life for everyone living in and around these neighbourhoods.

Anyone who lives, works or runs a business in Stoke-on-Trent and surrounding areas can complete the consultation.

For more information about the proposed scheme and to complete the online questionnaire please go to stoke.gov.uk/selective

Consultation runs from 17 January 2018
until 30 April 2018.



LOT
32

11 Wain Avenue, Poolfields, Newcastle-under-Lyme, Staffordshire ST5 2NZ

*GUIDE PRICE **£73,000 plus**



- Mid-townhouse
- Three bedrooms
- Gas central heating
- UPVC double glazing
- In need of modernisation
- EPC – D

See page 16 for viewing schedule

Legal Representative

Ms Tasha Tabbanor-Robinson
Anthony Collins Solicitors
0121 200 3242
tasha.tabannor-robinson@anthonicollins.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 twelve months an employee or director, or is a close relative of such a person or an agent on their behalf.

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

LOT
33**57 Leonard Street, Burslem, Stoke-on-Trent,
Staffordshire ST6 1HS***GUIDE PRICE **£45,000 plus**

- Mid-terrace house
- Two reception rooms
- Three bedrooms
- Rear yard and garden
- EPC – TBC

See page 14 for viewing schedule

Legal Representative

Mrs Jodie Rees
Nowell Meller Solicitors
01782 813315
Jodie@nowellmeller.co.uk

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

LOT
34

Site at 92–96 Heathcote Street, Sandford Hill,
Stoke-on-Trent, Staffordshire ST3 1AB

*GUIDE PRICE **£15,000 plus**



- A cleared site with vehicle access from Brickfield Place
- Historically, the site is believed to have been a parade of shops
- Site area 0.15 acres
- Completion shall be 29th March 2018
- EPC – N/A



Legal Representative

Michelle Wheeldon
Stoke-on-Trent Council
Property Lawyer – Place – Governance
01782 232612
Michelle.Wheeldon@stoke.gov.uk



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

LOT
35

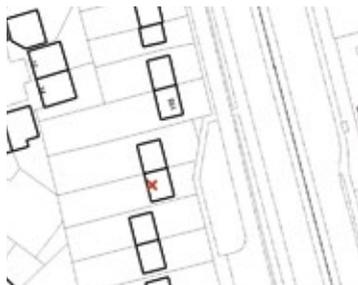
151 Talke Road, Newcastle-under-Lyme,
Staffordshire ST5 7NH

*GUIDE PRICE **£55,000**



- Semi-detached property
- Three bedrooms
- Double glazing, GCH
- Currently let at £7,140 p/a
- EPC – TBC

See page 16 for viewing schedule



Legal Representative

Miss Rebecca Parys
Quality Solicitors Davisons
0121 323 2525
r.parys@qsdavisons.com

It is our understanding that the property is considered to be of a non-traditional construction and therefore it is suggested that potential purchasers make their own enquiries of mortgage lenders as to whether the property is considered fit for mortgage purposes prior to making a bid at auction.

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

LOT
36

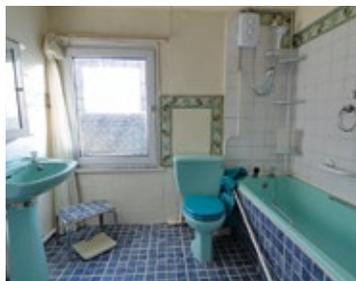
**164 High Street, Harriseahead, Stoke-on-Trent,
Staffordshire ST7 4JX**

*GUIDE PRICE **£50,000**



- Detached property
- Converted to two flats
- In need of renovation and repair
- Garage & off-road parking
- GF flat tenanted, not inspected by auctioneers.
- Currently producing £3,640 p/a
- EPC – E

See page 15 for viewing schedule



Legal Representative

Miss Sarah Hooper
Poole Alcock LLP Solicitors
01270 876550
sarah.hooper@poolealcock.co.uk

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

LOT
37**99 Wilmot Drive, Knutton, Newcastle-under-Lyme, Staffordshire ST5 9AS***GUIDE PRICE **£79,000 plus**

- Semi-detached house
- Three bedrooms
- Gas central heating
- UPVC double glazing
- Garden to front and rear
- EPC – D

See page 16 for viewing schedule



Legal Representative

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

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

LOT
38

Land between 34 & 36 Claremont Road,
Eccleshall, Stafford, Staffordshire ST21 6DP

*GUIDE PRICE **£65,000**



- Building plot
- Approx. 455 sq metres
- Planning for 1 detached house
- Ref: 07/08185/FUL (3 bed)
- Ref: 16/2540/OUT (4 bed)
- EPC – N/A



Legal Representative

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

Apply: Stafford Tel: 01785 246000 Email: stafford@bjbmail.com

LOT
39

**32 Ellgreave Street, Burslem, Stoke-on-Trent,
Staffordshire ST6 4DH**

*GUIDE PRICE **£50,000 plus**



- Large mid-terrace house
- Two bedrooms
- Two reception rooms
- First floor bathroom
- EPC – TBC

See page 14 for viewing schedule



Legal Representative

Mr Tim Halliday
The Eric Whitehead Partnership
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timothyhalliday@ericwhitehead.co.uk

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

LOT
40

116 High Lane, Burslem, Stoke-on-Trent,
Staffordshire ST6 7DG

*GUIDE PRICE **£75,000 plus**



- Semi-detached house
- Three bedrooms
- EPC – TBC

See page 14 for viewing schedule

Legal Representative

Mrs Rachel Byles
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rbyles@woolliscrofts.co.uk



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

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



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

Email auction@bjbmail.com for your registration form

LOT
41

**73 Rising Brook, Stafford,
Staffordshire ST17 9DH**

*GUIDE PRICE **£110,000**



- Mid-terrace property
- Four bedrooms
- Two reception rooms
- Rear garden
- In need of modernisation
- EPC – E



Legal Representative

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



Apply: Stafford Tel: 01785 246000 Email: stafford@bjbmail.com

LOT
42

**55 Minshull New Road, Crewe,
Cheshire CW1 3PE**

*GUIDE PRICE **£50,000**



- Town house
- Three bedrooms
- Rear garden
- Gas central heating
- Popular location
- EPC – E

See page 14 for viewing schedule



Legal Representative

Miss Lucy Dobbie
Hall Smith Whittingham
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ldobbie@hswsolicitors.co.uk

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

LOT
43

2 Waterloo Road, Burslem, Stoke-on-Trent,
Staffordshire ST6 3EW

*GUIDE PRICE **£38,000 plus**



- A prominent single storey link-detached commercial building
- Located on one of the main routes into Burslem town centre
- Well-presented and would suit a range of businesses
- Two main rooms plus kitchenette & WC
- Benefits from raised patio, surrounded by brick retaining wall
- NIA: 510 sq ft
- EPC – D (84)



Legal Representative

Mr Steven Vasey
Walters and Plaskitt
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LOT
44

24 Manor Avenue, Wistaston, Crewe,
Cheshire CW2 8BD

*GUIDE PRICE **£200,000**



- Substantial period detached property
- Three bedrooms
- Spacious kitchen
- Downstairs cloakroom
- Private rear garden
- Generous plot in a sought after location
- EPC – F

See page 14 for viewing schedule



Legal Representative

Mr Jonathan Manning
Hibberts LLP Solicitors
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jhm@hibberts.com



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

LOT
45

**39 Fernhurst Grove, Lightwood, Stoke-on-Trent,
Staffordshire ST3 7TQ**

*GUIDE PRICE **£120,000**



- Detached property
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Double glazing & central heating
- Driveway parking
- EPC – TBC

See page 15 for viewing schedule



Legal Representative

Ms Tracy Pyatt
Pickering & Butters Solicitors
01785 603060
info@pb4law.com



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

LOT
46

Land at 56 Edensor Road, Longton,
Stoke-on-Trent, Staffordshire ST3 2QE

*GUIDE PRICE **£90,000**



- Development site
- PP for 8 two-bedroom apartments
- Extending to 0.16 acres
- Ref; 61735/FUL
- EPC – N/A



Legal Representative

Mrs Kerry Dundas
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LOT
47

**Former Conveniences, Keelings
Road, Northwood, Stoke-on-Trent,
Staffordshire ST1 6AA**

*GUIDE PRICE **£5,000**



- A parcel of land with former conveniences building
- Behind the property is the Northwood Stadium
- Public pay and display car park 0.2 miles from the property
- Site area: 257 sq m
- Completion shall be 29th March 2018
- EPC – N/A



Legal Representative

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Property Lawyer – Place – Governance
01782 236326
samantha.jones@stoke.gov.uk



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

LOT
48

Bucknall Social Services Office, Werrington Road, Stoke-on-Trent, Staffordshire ST2 9AF

*GUIDE PRICE **£95,000 plus**



- Two storey offices with onsite parking
- Perimeter fencing
- A range of open plan and private offices
- Toilet and kitchen facilities on both floors
- NIA 367.30 sq m (3,952 sq ft)
- Site area 0.25 acres
- Completion shall be 29th March 2018
- EPC – E



Legal Representative

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LOT
49

120 King William Street, Tunstall, Stoke-on-Trent,
Staffordshire ST6 6EJ

*GUIDE PRICE **£45,000 plus**



- End-terrace property
- Spacious accommodation
- Two bedrooms plus additional first floor room
- Three reception rooms
- First floor bathroom
- EPC – F

See page 14 for viewing schedule



Legal Representative

Mr G Hussain
Wilding Solicitors
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ghaffar@wildings-solicitors.co.uk

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

LOT
50**154 Victoria Road, Fenton, Stoke-on-Trent,
Staffordshire ST4 2HQ***GUIDE PRICE **£30,000**

- Mid-terrace house
- Two double bedrooms
- Two reception rooms
- In need of modernisation
- Garage
- Enclosed rear yard
- EPC – TBC

See page 15 for viewing schedule**Legal Representative**

Mrs Kerry Dundas
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kerry.dundas@myerssolicitors.co.uk

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LOT
51**54 Westfield Avenue, Audley, Stoke-on-Trent,
Staffordshire ST7 8EQ***GUIDE PRICE **£55,000 plus**

- Semi-detached house
- Two bedrooms
- Gas central heating
- Double glazing
- Views to rear
- EPC – D

See page 16 for viewing schedule

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 twelve months an employee or director, or is a close relative of such a person or an agent on their behalf.

It is suggested that potential purchasers carry out their own structural investigations prior to making a bid at auction.

Legal Representative

Ms Tasha Tabbanor-Robinson
Anthony Collins Solicitors
0121 200 3242
tasha.tabannor-robinson@anthonicollins.com

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

LOT
52

73 West Street, Crewe, Cheshire CW1 3HF

*GUIDE PRICE **£60,000**



- Mid-terrace house
- Three bedrooms
- Two reception rooms
- Cellar
- Garden
- Close to town centre
- EPC – F

See page 14 for viewing schedule



Legal Representative

James Williams
Poole Alcock LLP
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LOT
53

**29 Sun Street, Etruria, Stoke-on-Trent,
Staffordshire ST1 4JP**

*GUIDE PRICE **£85,000 plus**



- A two-storey corner building
- Ground floor former hot food takeaway, vacant
- First floor one bed flat, let & producing £4,680 p/a
- Ground floor: 536 sq ft
- Commercial EPC – E (108)
- Residential EPC – D



Legal Representative

Ms Samiya Hashmi
Dicksons Solicitors
01782 262424
samiya.hashmi@dicksonssolicitors.co.uk

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LOT
54

Workshop to the rear of 247 Broad Street,
Crewe, Cheshire CW1 4JJ

*GUIDE PRICE **£65,000 plus**



- Workshop and yard
- Three phase electric supply, gas blower heater & intruder alarm
- Machinery available by separate negotiation, if required
- PP (lapsed) two dwellings previously permitted (ref: P07/0450)
- Site area 0.11 acres
- GIA: 220 sq m (2,368 sq ft)
- EPC – G (263)



Legal Representative

Ms Samantha Dorricott
Hall Smith Whittingham
01270 610300
sdorricott@hswsolicitors.co.uk



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LOT
55

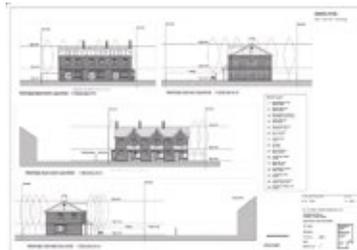
Development Plot, 315 West Street, Crewe,
Cheshire CW1 3HU

*GUIDE PRICE **£70,000**

For illustrative purposes only



- Development plot
- Approximately 616.85 sq. m
- Planning Ref: 17/4882N
- 3 x three bed terrace properties
- EPC – N/A



Legal Representative

Mr Marcus Perry
Foster Partnership
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marcus.perry@fosterpartnership.com



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

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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LOT
56

Land off Tiley Lane, Blurton, Stoke-on-Trent,
Staffordshire ST3 3HE

*GUIDE PRICE **£55,000**



- Building plot
- Approx. 0.57 acres
- PP for 5 two-bedroom properties
- Allocated parking area
- Communal outdoor space
- EPC – N/A



Legal Representative

TBC

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

LOT
57

47 Wolverhampton Road, Stafford,
Staffordshire ST17 4DF

*GUIDE PRICE **£128,000**



- Mid terraced property
- Converted into two apartments
- Ground floor let
- First floor vacant
- In need of modernisation
- EPC – TBC



Legal Representative

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

Apply: Stafford Tel: 01785 246000 Email: stafford@bjbmail.com

LOT
58

**59 Mornington Road, Sneyd Green,
Stoke-on-Trent, Staffordshire ST1 6EN**

*GUIDE PRICE **£73,000 plus**



- Semi-detached house
- Three bedrooms
- Popular location
- Off road parking
- Gardens
- EPC – TBC

See page 14 for viewing schedule



Legal Representative

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

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

LOT
59

64 Church Street, Audley, Stoke-on-Trent,
Staffordshire ST7 8DA

*GUIDE PRICE **£48,000 plus**



- Retail Investment
- Nail and Beauty salon
- Currently let at £4,800 p/a
- Located in the popular village of Audley
- EPC – TBC



Legal Representative

Mrs Diane Sumner
N.E Cooke & Co
01782 611090
dianne@cooks-solicitors.co.uk

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

LOT
60

70 Scotia Road, Burslem, Stoke-on-Trent,
Staffordshire ST6 4EP

*GUIDE PRICE **£35,000 plus**



- Mid-terrace
- Two bedrooms
- Two reception rooms
- Rear yard
- Double glazing
- EPC – TBC

See page 14 for viewing schedule



Legal Representative

Mr Jim Murphy
Whiteheads solicitors
01782 615278
lg@whiteheads.uk.com

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

LOT
61**15 Cherry Grove, Blurton, Stoke-on-Trent,
Staffordshire ST3 2AS***GUIDE PRICE **£70,000**

- Semi-detached house
- Three bedrooms
- Two reception rooms
- Side lobby with brick-built store
- GCH & majority D/G
- In need of modernisation
- Enclosed rear garden
- EPC – TBC

See page 15 for viewing schedule**Legal Representative**

Ms Gill Buckley
Woolliscrofts
01782 204000
gbuckley@woolliscrofts.co.uk

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LOT
62

55 Westbourne Drive, Tunstall, Stoke-on-Trent,
Staffordshire ST6 5LZ

*GUIDE PRICE **£38,000 plus**



- Ground floor flat
- Two bedrooms
- Leasehold
- EPC – D

See page 14 for viewing schedule



Legal Representative

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

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

LOT
63

**93 High Street, Newcastle-under-Lyme,
Staffordshire ST5 1PS**

*GUIDE PRICE **£225,000**



- Freehold town centre Bar/Restaurant
- 4,303 sq ft (399.75 sq m)
- Fully fitted, fixtures and fittings included
- Suit operator or investor
- Popular and convenient location
- Excellent investment
- EPC – N/A



Legal Representative

Ms Caroline Carnes
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ccarnes@woolliscrofts.co.uk

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

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

LOT
64

13 Walley Place, Burslem, Stoke-on-Trent,
Staffordshire ST6 2BJ

*GUIDE PRICE **£40,000 plus**



- Mid-terrace property
- Two bedrooms
- Two reception rooms
- First floor bathroom
- Rear yard
- EPC – C

See page 14 for viewing schedule



Legal Representative

Ms Kerry Dundas
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kerry.dundas@myerssolicitors.co.uk

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LOT
65

17 Mount Road, Kidsgrove, Stoke-on-Trent,
Staffordshire ST7 4AY

*GUIDE PRICE **£160,000**



- Semi-detached property
- Three bedrooms
- Adjoining plot
- Planning for two bedroom detached dwelling
- Application No: 16/00104/FUL
- EPC – E

See page 15 for viewing schedule



Legal Representative

Mr David Williams
RJS Solicitors
01782 444204
david@rjssolicitors.com



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

LOT
66

5 & 5a Turner Street, Birches Head,
Stoke-on-Trent, Staffordshire ST1 2ND

*GUIDE PRICE **£69,000 plus**



- Corner terrace property
- Converted into two flats
- Currently let at £7,200 p/a
- Garage/Yard
- Renovated in 2011
- EPC – D

See page 14 for viewing schedule



Legal Representative

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

LOT
67

15 Silverdale Street, Knutton,
Newcastle-under-Lyme, Staffordshire ST5 6BY

*GUIDE PRICE **£60,000**



- Victorian semi-detached property
- Two double bedrooms
- Two reception rooms
- Well-appointed first floor bathroom
- Spacious rear yard
- EPC – E

See page 16 for viewing schedule



Legal Representative

Mr Kevin Carroll
Brown & Corbishley Solicitors
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Apply: Newcastle Tel: 01782 622155 Email: newcastle@bjbmail.com

LOT
68

**352 & 354 Turnhurst Road, Packmoor,
Stoke-on-Trent, Staffordshire ST7 4QQ**

*GUIDE PRICE **£80,000 plus**



- Semi-detached house & former shop
- Generous plot with potential to develop (STPP)
- Popular location
- EPC – G

See page 14 for viewing schedule



Legal Representative

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

LOT
69

20 Golden Hill, Weston, Crewe,
Cheshire CW2 5SG

*GUIDE PRICE **£100,000**



- Modern first floor apartment
- Two bedrooms
- Desirable location
- Allocated parking
- Well presented
- EPC – B

See page 14 for viewing schedule



Legal Representative

Mr Neil Ryan
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LOT
70**16 New Road, Wrockwardine Wood, Telford,
Shropshire TF2 6JZ***GUIDE PRICE **£70,000**

- Two bedroom
- End terrace
- In need of modernisation
- Garage
- EPC – TBC

Legal Representative

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Notes

Notes

Common Auction Conditions

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

Glossary

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

Wherever it makes sense:

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

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

Addendum An amendment or addition to the [conditions](#) or to the [particulars](#) or to both

whether contained in a supplement to the [catalogue](#), a written notice from the auctioneers or an oral announcement at the [auction](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

both parts have been signed and posted or otherwise placed beyond normal retrieval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT option An option to tax.

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

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

Important notice

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;

- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

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

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

Auction Conduct Conditions

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we**

are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** **you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- sign the completed **sale memorandum**; and
- pay the deposit.

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

- as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again; the **seller** may then have a claim against **you** for breach of contract; or
- sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

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

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

A6 Extra Auction Conduct Conditions

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

- The minimum deposit **we** accept is £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit

(b) Sub-clause (a) of **Auction Conduct Condition** A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the **seller** unless expressly stated otherwise in the **special conditions** provided that where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, the deposit will be held as stakeholder despite any contrary provision in any **condition**; and"

(c) where the deposit is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it to the **seller's** conveyancer for them to hold as stakeholder in **our** place. Any part of the deposit not so transferred will be held by **us** as stakeholder.

A6.2 The **buyer** will pay an administration fee of £700 plus **VAT** to **us** for each **lot** purchased at the **auction**, prior to **auction** or post **auction** in addition to the deposit.

A6.3 The **buyer** will provide proof of identity and residency to **us**.

A6.4 **We** may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge. Credit card payment is not allowed for payment of deposit.

A6.5 **We** may refuse admittance to any person attending the **auction**. **We** do not have to explain why.

A6.6 The **buyer** will be photographed at the auction before the contract is signed.

A6.7 The **Seller** will not be under any obligation to remove any rubbish or other items whatsoever from the **lot** prior to completion of the purchase and the **Buyer** will not be allowed to delay completion or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the **lot**.

General Conditions

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

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

G1 The lot

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

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

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

- raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5 Transfer**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a tenancy) following completion the **buyer** is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6 Completion**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7 Notice to complete**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) sell the **lot**; and
- (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
- (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8 If the contract is brought to an end**
- If the **contract** is lawfully brought to an end:
- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- G9 Landlord's licence**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.
- G10 Interest and apportionments**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoing are to be apportioned at **actual completion date** unless:
- (a) the **buyer** is liable to pay interest; and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoing are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the **seller** receives income and is liable for outgoing for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal

- daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.
- G11 Arrears**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.
- G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.
- G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:
- (a) so state; or
- (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.
- G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.
- G12 Management**
- G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
- G13 Rent deposits**
- G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the buyer covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14 VAT**
- G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15 Transfer as a going concern**
- G15.1 Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.
- G15.2 The **seller** confirms that the **seller**
- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that:
- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in

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

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

G16 Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

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

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

G17 Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18 Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

(a) in its condition at **completion**;
 (b) for such title as the **seller** may have; and
 (c) with no title guarantee;

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

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
 (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20 TUPE

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

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

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This

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

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

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

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

G21 Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22 Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
 (a) service charge expenditure attributable to each **tenancy**;
 (b) payments on account of service charge received from each tenant;
 (c) any amounts due from a tenant that have not been received;
 (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

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

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

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

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
 (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not

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



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