Online Only Sale –
pre-registration required

Monday 14th June,
6.30pm start

Property auction catalogue

butters bjb
john bee

Property auctions

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

Action dates	Closing date for entries
26th July	18th June
20th September	13th August
25th October	17th September
29th November	22nd October

All auctions start at 6.30pm

Freehold & Leasehold Lots offered in conjunction with...

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tinsdillsolicitors

Anthony Collins solicitors

aspire housing

Walters & Plaskitt Solicitors

QualitySolicitors Talbots

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The region's number 1 property auctioneer

John Hand
Auction Manager

Leanne Roberts
Auction Negotiator

Rob Oulton
Auctioneer

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

We have seen continued success with our Online Only Sales during lockdown as they have gone from strength to strength, this June sale will remain online only but we hope to be back in the room shortly (maybe even as early as July) We are really looking forward to seeing you all face to face again and the buzz of the auction room. This will obviously be still backed up by the Online/Telephone remote bidding service hosted by EIG (Essential Information Group) who also do the Legal Packs, so your Auction Passport covers you for both, so good luck in your bidding.

This June sale will run in exactly the same format as usual, as in we will have our auctioneer on the podium offering each Lot in turn, but there will be no live audience just Internet bidders, and no doubt some bids by Proxy. The sale will be set up in our offices and our audio-visual team will set up the cameras for the live stream for everyone to watch from home while still being able to secure their purchase, and we will call the successful bidders on the fall of the hammer to process the deposit payments.

Please note our updated Buyers Administration fee for this year, that will now be charged at **£800 plus VAT (£960 inc).**

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

Proof of identity and address

All prospective bidders must register and provide proof of identity and address to the Auctioneers prior to the start of the sale.
Original documents MUST be provided.
Photocopies are NOT acceptable.

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

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

There are a few options available to you:

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

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

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

List A – proof of ID

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

List B – proof of ID

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

List C – proof of address

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

The following forms of proof of address are not acceptable:

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

Property auction buyer's guide

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

- Think ahead, butters john bee hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website buttersjohnbee.com
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.
- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We ask for 10% deposit (subject to a minimum of £1000) once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will normally be due within 20 working days of the sale. In addition you have to pay to the auctioneer an administration fee of £800 plus VAT if you purchase at the auction, prior to the auction or post auction. Cheques made payable to butters john bee. Deposits must be paid by bankers draft, personal/business cheque or debit card.
- Make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.
- Ensure that you have registered with us before the auction starts, and supplied your two forms of identification. You can do this on the night of the auction, just arrive a bit early to give yourself enough time, or you can go into any of our 17 High Street branches prior to the sale and they will certify you ID free of charge. Original documents MUST be provided, photocopies are NOT acceptable. We will also accept certified ID sent direct from a solicitor or professional body.

- Check that the properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction.
- Keep calm. Our Auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.
- Arrive in plenty of time. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.
- If the lot you're bidding for fails to make its reserve it may be that the vendor will decide to accept your bid later so make sure you leave your details with us.
- Be ready to sign immediately when the hammer falls. We shall have a copy of the contract available soon after the hammer falls.
- Be positive, with the right forward planning and research you will find an auction a speedy and simple way of buying a property.
- This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at buttersjohnbee.com and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.
- Guide Price: An indication of the seller's current minimum acceptable price at auction. The guide price or range of
- guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.
- Reserve Price: the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

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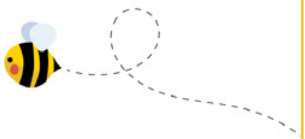
to find out more.



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

Just Mortgages

Help to Buy
Backed by HM Government

*Some buy to let and let to buy mortgages are not regulated by the Financial Conduct Authority.

Bid live online!

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

What does the service cost?
Nothing! It's free, you pay the same as any buyer who attends the auction.

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

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

Can I bid on more than one property?
Yes. You can buy as many as you can process deposit payments for. You need to let us know which lots you are bidding on so our auctioneer can keep a look out for your bids.

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

Email auction@bjbmail.com for your registration form.

essential information group

Order of sale

(unless previously sold or withdrawn)

Online Only Sale – pre-registration required
Monday 14th June at 6.30pm

1 38 Wilks Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6BY
2 567 Etruria Road, Basford, Newcastle-under-Lyme, Staffordshire, ST4 6HL
3 244 Lightwood Road, Longton, Stoke-on-Trent, Staffordshire, ST3 4JZ
4 69 Crewe Road, Shavington, Crewe, Cheshire East, CW2 5JA
5 142 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
6 211 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LP
7 4 Foley Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DY
8 20 Atherstone Road, Trentham, Stoke-on-Trent, Staffordshire, ST4 8JY
9 62 Leonard Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 1HT
10 Kidsgrove Pentecostal Church The Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1LP
11 42 New Mount Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 3HQ
12 3 Red Bull, Market Drayton, Shropshire, TF9 2QS
13 Wharfedale Wharf Road, Gnosall, Stafford ST20 0DA
14 Flat 5, 63-65 Birches Head Road, Birches Head, Stoke-on-Trent, Staffordshire, ST1 6LH
15 527b King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
16 527c King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
17 5 Liddle Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 5RL
18 110 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
19 47 Chatham Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NY
20 41 Meadow Lane, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9AJ
21 7 Shropshire Street, Audlem, Crewe, Cheshire, CW3 0AE
22 47 Talke Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2PW
23 Land at Poundlock Avenue (plot 1), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN
24 Land at Poundlock Avenue (plot 2), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN
25 Land at Poundlock Avenue (plot 3), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN
26 Land at Clive Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6DA
27 Land at Norman Avenue, Tunstall, Stoke-on-Trent, Staffordshire, ST6 7HD
28 Land at Moorland View, Bradley, Stoke-on-Trent, Staffordshire, ST6 7NG
29 Land at North Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BS
30 Land at Warrington Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3LF
31 Land at Greenway Place, Abbey Hulton, Stoke-on-Trent, Staffordshire, ST2 8DR
32 Land at Sandon Road, Meir, Stoke-on-Trent, Staffordshire, ST3 7DQ
33 Land at Pirehill Lane, Walton, Stone, Staffordshire, ST15 0AS
34 Land at Newcastle Road, Madeley Heath, Nr Crewe, Cheshire, CW3 9JU

Order of sale in alphabetical order

(unless previously sold or withdrawn)

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14 Flat 5, 63-65 Birches Head Road, Birches Head, Stoke-on-Trent, Staffordshire, ST1 6LH
19 47 Chatham Street, Shelton, Stoke-on-Trent, Staffordshire, ST1 4NY
26 Land at Clive Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6DA
6 211 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LP
4 69 Crewe Road, Shavington, Crewe, Cheshire East, CW2 5JA
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16 527c King Street, Fenton, Stoke-on-Trent, Staffordshire, ST3 1HD
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17 5 Liddle Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 5RL
3 244 Lightwood Road, Longton, Stoke-on-Trent, Staffordshire, ST3 4JZ
20 41 Meadow Lane, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9AJ
28 Land at Moorland View, Bradley, Stoke-on-Trent, Staffordshire, ST6 7NG
11 42 New Mount Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 3HQ
34 Land at Newcastle Road, Madeley Heath, Nr Crewe, Cheshire, CW3 9JU
27 Land at Norman Avenue, Tunstall, Stoke-on-Trent, Staffordshire, ST6 7HD
29 Land at North Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BS
5 142 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
18 110 Pinnox Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6AD
33 Land at Pirehill Lane, Walton, Stone, Staffordshire, ST15 0AS
23 Land at Poundlock Avenue (plot 1), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN
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21 7 Shropshire Street, Audlem, Crewe, Cheshire, CW3 0AE
22 47 Talke Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2PW
10 Kidsgrove Pentecostal Church The Avenue, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 1LP
30 Land at Warrington Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3LF
13 Wharfedale Wharf Road, Gnosall, Stafford ST20 0DA
1 38 Wilks Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6BY

Proof of identity and address

A buyer's administration fee of £800 plus VAT is applicable to all lots sold at, pre or post auction.

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

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

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

butters john bee bjb

LOT
01

38 Wilks Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6BY

Scan or Click

*Guide price **£37,000 plus**

- **Fore-courted end-terrace**
- **Two double bedrooms**
- **Open plan lounge/diner**
- **In need of modernisation**
- **EPC - TBC**

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

Legal Representative
Amelia Blackhurst
Clowes & Co
T 01782 444204
E amelia@clowessolicitors.co.uk

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

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

LOT
02

567 Etruria Road, Basford, Newcastle-under-Lyme, Staffordshire, ST4 6HL

Scan or Click

*Guide price **£50,000 plus**

- Mid-terrace house
- Two double bedrooms
- Two reception rooms
- Close to town & Hospital complex
- Excellent investment potential
- EPC - E

Legal Representative
Sharif Adam
MS Law
T 0161 772 4500
E sharif.adam@ms-law.co.uk

To apply contact:
Newcastle
T 01782 622155
E newcastle@bjbmail.com

LOT
03

244 Lightwood Road, Longton, Stoke-on-Trent, Staffordshire, ST3 4JZ

Scan or Click

*Guide price **£90,000 plus**

- Semi-detached house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- Gardens front & rear
- EPC – D

Legal Representative
Ian Ashley
Chesworths Solicitors
T 01782 599992
E ianashley@chesworths.co.uk

To apply contact:
Longton
T 01782 594777
E longton@bjbmail.com

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

LOT
04

69 Crewe Road, Shavington, Crewe, Cheshire East, CW2 5JA

Scan or Click

*Guide price **£130,000 plus**

- Mid-terrace house
- Two bedrooms
- Two reception rooms
- Situated within a village
- EPC - D

Legal Representative
TBC

To apply contact:
Crewe
T 01270 213541
E Crewe@bjbmail.com

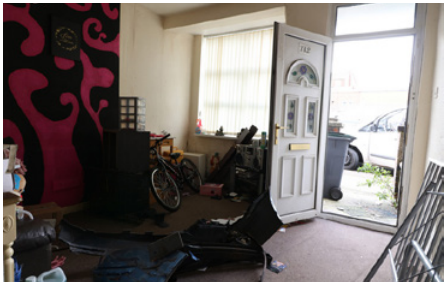
LOT
05

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

Scan or Click

*Guide price **£50,000 plus**

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



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

Legal Representative
Simon Newbold
Seymours Solicitors
T 02476 553961
E simonnewbold@seymours.co.uk

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

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

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

T: 01782 622155

E: newcastle@bjbmail.com

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new homes

LOT
06

211 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LP

Scan or Click

*Guide price **£64,000 plus**

- Mid-terrace house
- Two bedrooms
- Spacious property
- In need of modernisation
- Garden to the rear
- EPC – E

Legal Representative
Asher Bennett
Curwens LLP
T 020 8363 4444
E Asher.bennett@curwens.co.uk

To apply contact:
Kidsgrove
T 01782 784442
E kidsgrove@bjbmail.com

LOT
07

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

Scan or Click

*Guide price **£70,000 plus**

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

Legal Representative
Lisa Burton
Talbots Law
T 01902 392306
E lisaburton@talbotslaw.co.uk

To apply contact:
Longton
T 01782 594777
E longton@bjbmail.com

LOT
08

20 Atherstone Road, Trentham, Stoke-on-Trent, Staffordshire, ST4 8JY

Scan or Click

*Guide price **£72,500 plus**

- **First floor flat**
- **Two double bedrooms**
- **Currently let at £5,760 p/a**
- **Rear garden**
- **EPC - C**

Legal Representative
Natalie Clarke
Debenhams Ottaway
T 01923 289911
E NC@debenhamsottaway.co.uk

To apply contact:
Newcastle
T 01782 622155
E newcastle@bjbmail.com

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

LOT
09

62 Leonard Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 1HT

Scan or Click

*Guide price **£81,000 plus**

- Mid-terrace house
- Fore court and bay front
- Two double bedrooms
- Currently let at £5,100 p/a
- EPC - E

Legal Representative
TBC

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

LOT
10

Kidsgrove Pentecostal Church, The Avenue, Kidsgrove, Stoke-on-Trent, ST7 1LP

*Guide price **£120,000 plus**

- **Church premises built 1930**
- **Main hall and ancillary areas**
- **Site area 0.36 acres**
- **GIA 536.70 Sq M (5,777 Sq Ft)**
- **EPC – N/A**

Legal Representative
Michelle McQuillan
Nowell Meller Solicitors
T 01270 446260
E Michelle.McQuillan@nowellmeller.co.uk

To apply contact:
Mounsey Surveyors
T 01782 202294
E rob@mounseysurveyors.co.uk

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

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

butters john bee bjb facebook

LOT
11

42 New Mount Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 3HQ

Scan or Click

*Guide price **£78,000 plus**

- Mid-townhouse
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Gardens front & rear
- EPC – TBC

Legal Representative
TBC

To apply contact:
Longton
T 01782 594777
E longton@bjbmail.com

LOT
12

3 Red Bull, Market Drayton, Shropshire, TF9 2QS

Scan or Click

*Guide price **£150,000 plus**

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Generous plot
- Large parking area, garage
- Open views to the rear
- EPC – E

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

Legal Representative
Lauren Cunningham
Anthony Collins Solicitors LLP
T 0161 470 0316
E Lauren.Cunningham@anthonycollins.com

To apply contact:
Newcastle
T 01782 622155
E newcastle@bjbmail.com

LOT
13

Wharfedale, Wharf Road, Gnosall, Stafford, Staffordshire, ST20 0DA

Scan or Click

*Guide price **£125,000 plus**

- Detached bungalow
- Two bedrooms
- Open plan lounge diner
- In need of modernisation
- EPC – F

Legal Representative
Victoria Follows
Hand Morgan and Owen Solicitors
T 01785 211411
E vfollows@hmo.co.uk

To apply contact:
Stafford
T 01785 246000
E stafford@bjbmail.com

LOT
14

Flat 5, 63-65 Birches Head Road, Birches Head, Stoke-on-Trent, Staffordshire, ST1 6LH

Scan or Click

*Guide price **£45,000 plus**

- **Ground floor flat**
- **One bedroom**
- **Well-presented interior**
- **Currently let at £4,500**
- **EPC - D**

Legal Representative
Kara Bennesch
Straw & Pearce Solicitors
T 01509 268931
E kbennesch@strawandpearce.co.uk

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

LOT
15

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

Scan or Click

*Guide price **£63,000 plus**

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

Legal Representative
Ian Ashley
Chesworths Solicitors
T **01782 599992**
E **ianashley@chesworths.co.uk**

To apply contact:
Longton
T **01782 594777**
E **longton@bjbmail.com**

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

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* Source: EI Group

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16

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

Scan or Click

*Guide price **£63,000 plus**

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

Legal Representative
Ian Ashley
Chesworths Solicitors
T 01782 599992
E ianashley@chesworths.co.uk

To apply contact:
Longton
T 01782 594777
E longton@bjbmail.com

LOT
17

5 Liddle Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 5RL

*Guide price **£69,000 plus**

- Mid-terraced house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Close to Newcastle town centre
- EPC - TBC

Legal Representative
Grindeys
T 01782 846441
E info@onpgroup.co.uk

To apply contact:
Newcastle
T 01782 622155
E newcastle@bjbmail.com

LOT
18

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

Scan or Click

*Guide price **£55,000 plus**

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

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

Legal Representative
Mr S Vasey
Walters & Plaskitt
T 01782 819611
E S.vasey@waltersandplaskitt.com

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

LOT
19

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

Scan or Click

*Guide price **£81,000 plus**

- Mid-terrace house
- Four bed HMO
- All rooms fully let
- Total current income £14,820 p/a
- Potential annual yield over 15%
- Fantastic investment
- EPC - E

Legal Representative
John Paice
James Legal Solicitors
T 01482 225566
E john.paice@jameslegal.co.uk

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

LOT
20

41 Meadow Lane, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9AJ

Scan or Click

*Guide price **£70,000 plus**

- **Semi-detached house**
- **Three bedrooms**
- **GCH, DG**
- **In need of modernisation**
- **Off road parking**
- **EPC – D**

Legal Representative
Lauren Cunningham
Anthony Collins Solicitors LLP
T **0161 470 0316**
E **Lauren.Cunningham@anthonycollins.com**

To apply contact:
Newcastle
T **01782 622155**
E **newcastle@bjbmail.com**

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

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

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Head of Landlord Investment
T 07960 120267
E investorservicesteam@spicerhaart.co.uk

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INVESTOR SERVICES TEAM

LOT
21

7 Shropshire Street, Audlem, Crewe, Cheshire, CW3 0AE

Scan or Click

*Guide price **£145,000 plus**

- Mid-terrace cottage
- Two bedrooms
- Well-presented interior
- Yard to the rear
- Situated in the village at Audlem
- EPC - G

Legal Representative
TBC

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- Bedrooms fully carpeted
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LOT
22

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

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*Guide price **£125,000 plus**

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

Legal Representative
Kate Heath
Poole Alcock Solicitors
T 01270 527054
E kateheathteam@poolealcock.co.uk

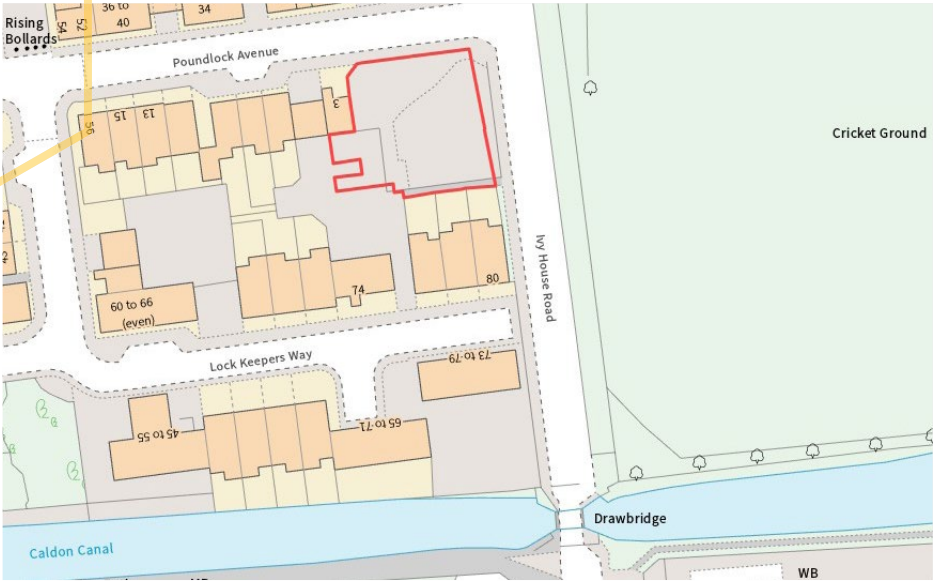
To apply contact:
Alsager
T 01270 877778
E alsager@bjbmail.com

LOT
23

Land at Poundlock Avenue (plot 1), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN

Scan or Click

***Declared Reserve £25,000**



- **Residential development site**
- **Offered by Fixed Charge Receivers**
- **Previous PP for 4 x Houses & garage**
- **Planning ref: Ref: SOT/42494**
- **Potential GDV: £690,000**
- **Part of Kempthorne Docklands**
- **Close to canal and cricket ground**
- **EPC – N/A**

Legal Representative
Tom Wright
Brabners Solicitors
T 0161 836 8820
E Tom.Wright@brabners.com

To apply contact:
Land & New Homes
01782 211147
residential-land@bjbmail.com

LOT
24

Land at Poundlock Avenue (plot 2), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN

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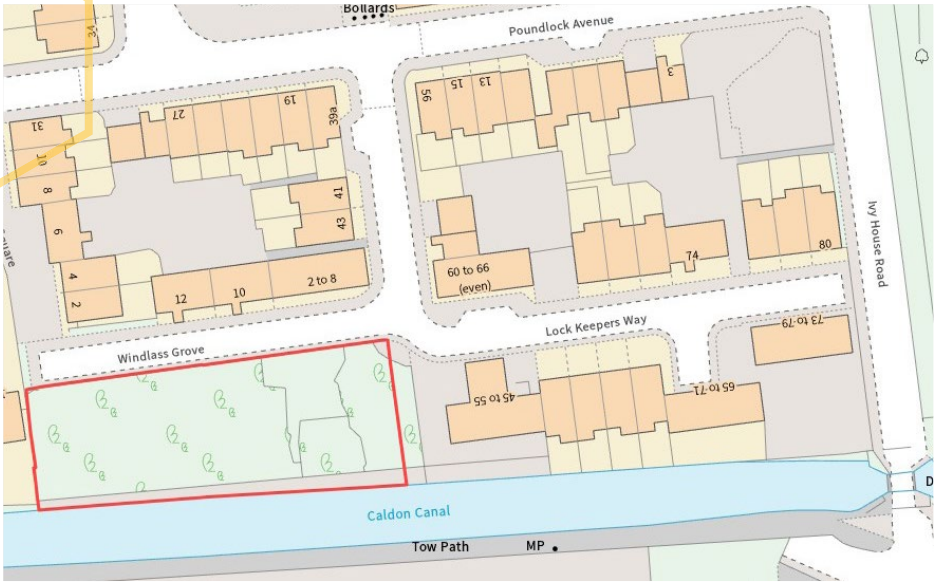
***Declared Reserve £50,000**



- **Residential Development Site**
- **Previous PP 7 x Town Houses, 6 x Apartments**
- **Ref: SOT/42494**
- **Site Area: 0.35 Acre (1,416m²)**
- **Residential Area of Kempthorne Docklands**
- **Offered by Fixed Charge Receivers**
- **Part of Former Regeneration Scheme**
- **Extensive Canal Frontage**
- **EPC – N/A**

Legal Representative
Tom Wright
Brabners Solicitors
T 0161 836 8820
E Tom.Wright@brabners.com

To apply contact:
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T 01782 211147
E residential-land@bjbmail.com

LOT
25

Land at Poundlock Avenue (plot 3), Hanley, Stoke-on-Trent, Staffordshire, ST1 3RN

Scan or Click

***Declared Reserve £25,000**

- **Residential Development Site**
- **Previous Planning for 7 dwellings**
- **Ref: SOT/42494**
- **Site Area: 0.17 Acre (687m²)**
- **Residential Area of Kempthorne Docklands**
- **Part of Former Regeneration Scheme**
- **Offered by Fixed Charge Receivers**
- **EPC – N/A**

Legal Representative
Tom Wright
Brabners Solicitors
T 0161 836 8820
E Tom.Wright@brabners.com

To apply contact:
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E residential-land@bjbmail.com

LOT
26

Land at Clive Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6DA

Scan or Click

*Guide price **£40,000 plus**

- **Residential Development Site**
- **PP two semi-detached houses**
- **Ref: 65269/FUL**
- **Site Area: 0.068 Acre (275m²)**
- **EPC – N/A**

Legal Representative
Steven Park
Walters & Plaskitt
T 01782 819611
E Stevenpark@wpsolicitors.co.uk

To apply contact:
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T 01782 211147
E residential-land@bjbmail.com

LOT
27

Land at Norman Avenue, Tunstall, Stoke-on-Trent, Staffordshire, ST6 7HD

Scan or Click

*Guide price **£25,000 plus**

- **Residential Development Site**
- **Outline planning for 2-3 dwellings**
- **Ref: 65295/PIP**
- **Site Area: 0.21 Acre (867m²)**
- **EPC – N/A**

Legal Representative
Carla Dawn
RJS Solicitors
T 01782 969755
E CarlaDawn@rjssolicitors.com

To apply contact:
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E residential-land@bjbmail.com

City of Stoke-on-Trent

LOT
28

Land at Moorland View, Bradley, Stoke-on-Trent, Staffordshire, ST6 7NG

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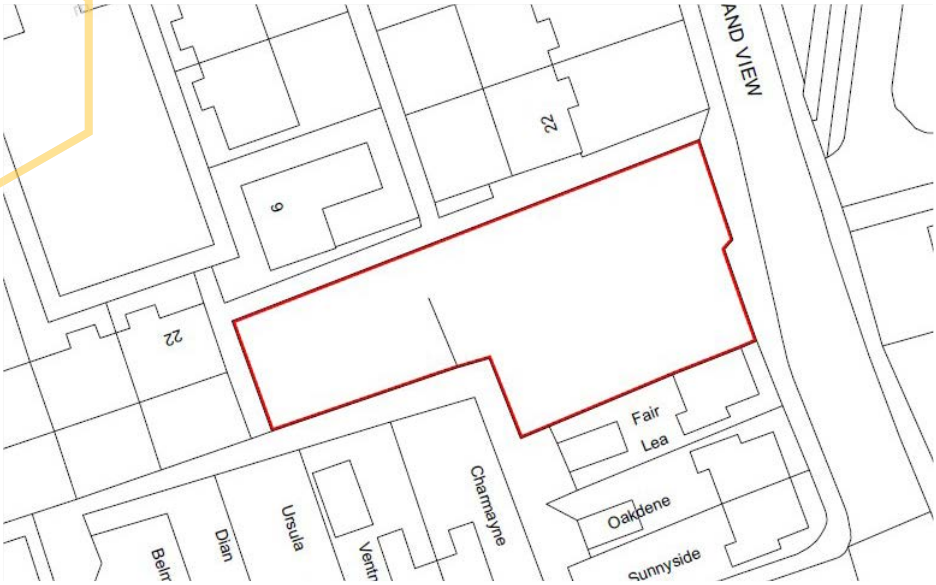
***Declared Reserve £10,000**



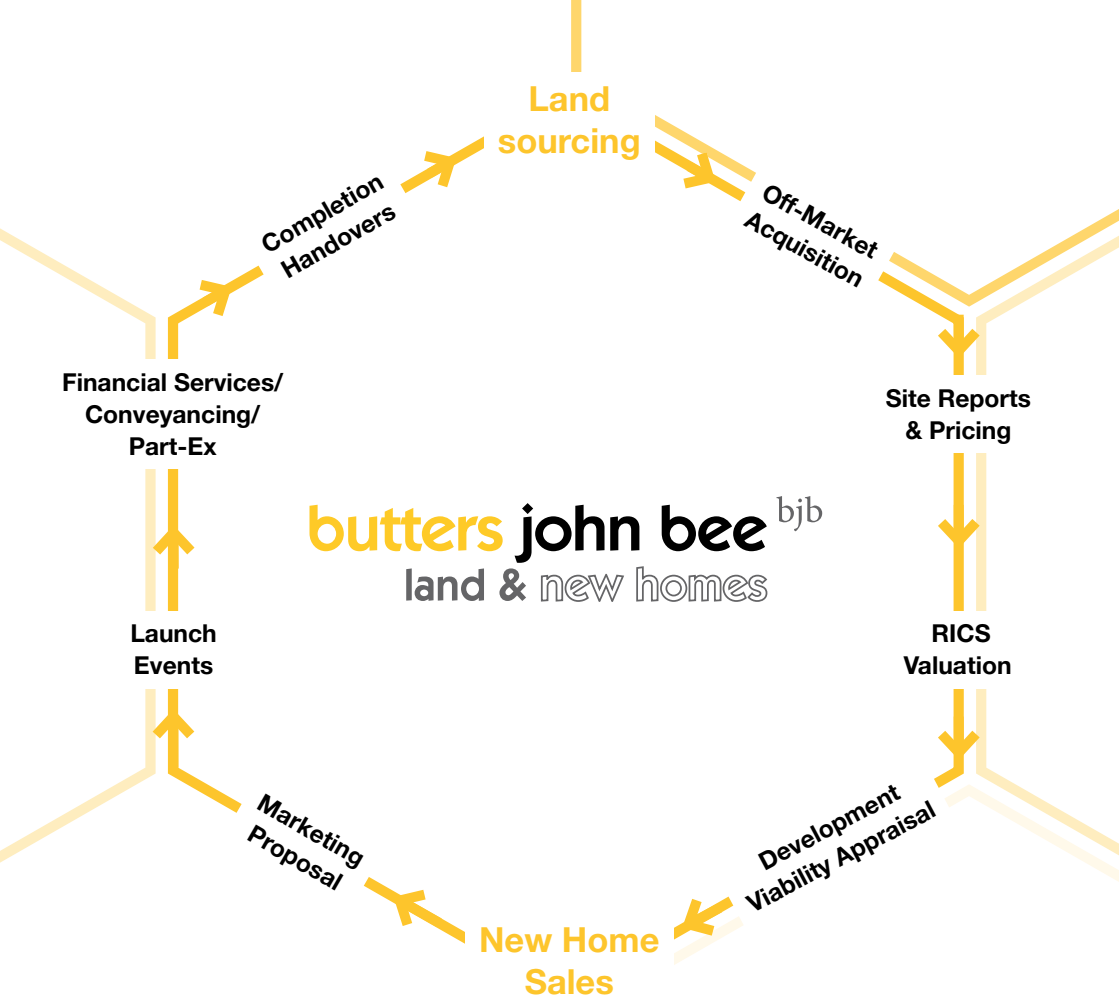
- **Potential for development**
- **Subject to planning consent**
- **Site Area: 0.19 Acre (765m²)**
- **Pre-Auction Offers will NOT be considered**
- **EPC – N/A**

Legal Representative
Ian Wilson
Freeths Solicitors
T 0845 077 9566
E ian.wilson@freeths.co.uk

To apply contact:
Land & New Homes
T 01782 211147
E residential-land@bjbmail.com

City of Stoke-on-Trent

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



For a no obligation discussion please contact:

Carlos Hernandez
Regional New Homes Sales Manager
T 07741 152287
E CarlosHernandez@bjbmail.com

Sam Bowyer
New Homes Sales Manager
T 07966 447520
E sambowyer@bjbmail.com

Paul G. Beardmore BSC MRICS
Director Residential Land
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M 07809 215045
E PaulBeardmore@bjbmail.com

Kimberly Bright
Assistant Land Manager
T 01782 211147
M 07587 038909
E kimberlybright@bjbmail.com

LOT
29

Land at North Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BS

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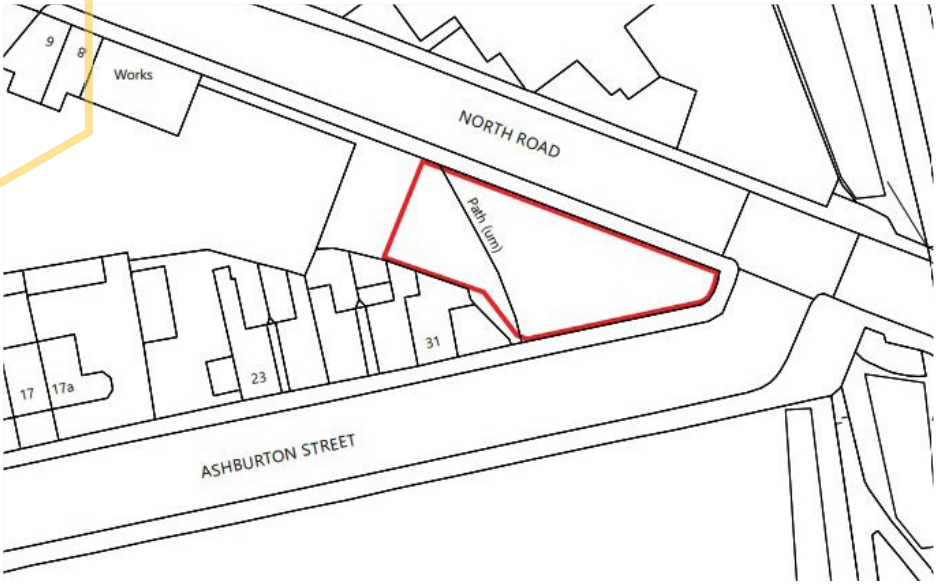
***Declared Reserve £5,000**



- **Potential for development**
- **Subject to planning consent**
- **Site Area: 0.12 Acre (485m²)**
- **Pre-Auction Offers will NOT be considered**
- **EPC – N/A**

Legal Representative
Ian Wilson
Freeths Solicitors
T 0845 077 9566
E ian.wilson@freeths.co.uk

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E residential-land@bjbmail.com

LOT
30

Land at Warrington Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3LF

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*Guide price **£40,000 plus**

- **Residential Development Site**
- **Former Commercial Yard**
- **Outline Planning for 2 Dwellings**
- **Ref: 66297/OUT**
- **Site Area: 0.082 Acre (332m²)**
- **EPC – N/A**

Legal Representative
Sarah Pickerin
Tinsdills Solicitors
T 01782 652317
E sara.pickerin@tinsdills.co.uk

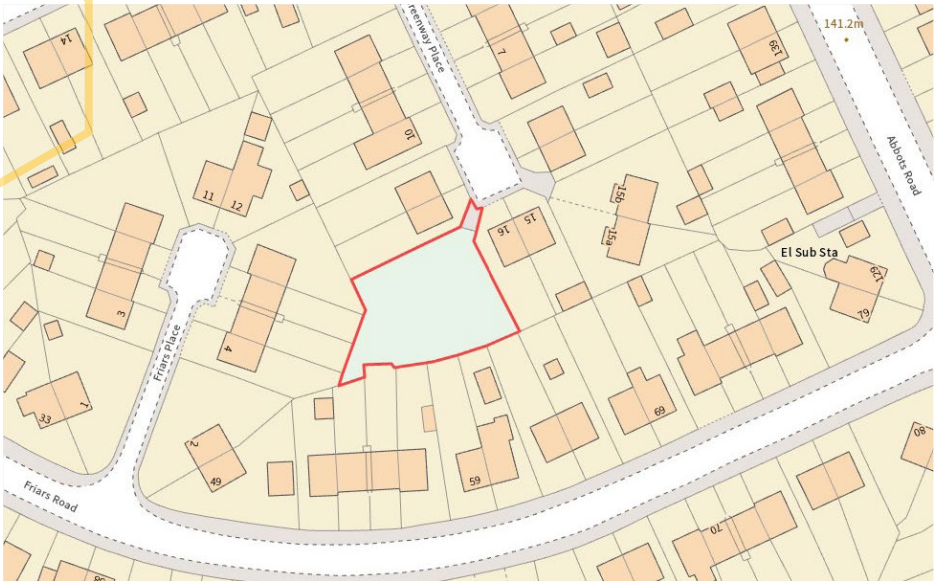
To apply contact:
Land & New Homes
T 01782 211147
E residential-land@bjbmail.com

LOT
31

Land at Greenway Place, Abbey Hulton, Stoke-on-Trent, Staffordshire, ST2 8DR

Scan or Click

*Guide price **£20,000 plus**



- **Potential development plot**
- **Subject to planning consent**
- **Site Area: 0.14 Acre (567m²)**
- **Established Residential Area**
- **EPC – N/A**

Legal Representative
Ian Ashley
Chesworths Solicitors
T 01782 599992
E lanashley@chesworths.co.uk

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E residential-land@bjbmail.com

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LOT
32

Land at Sandon Road, Meir, Stoke-on-Trent, Staffordshire, ST3 7DQ

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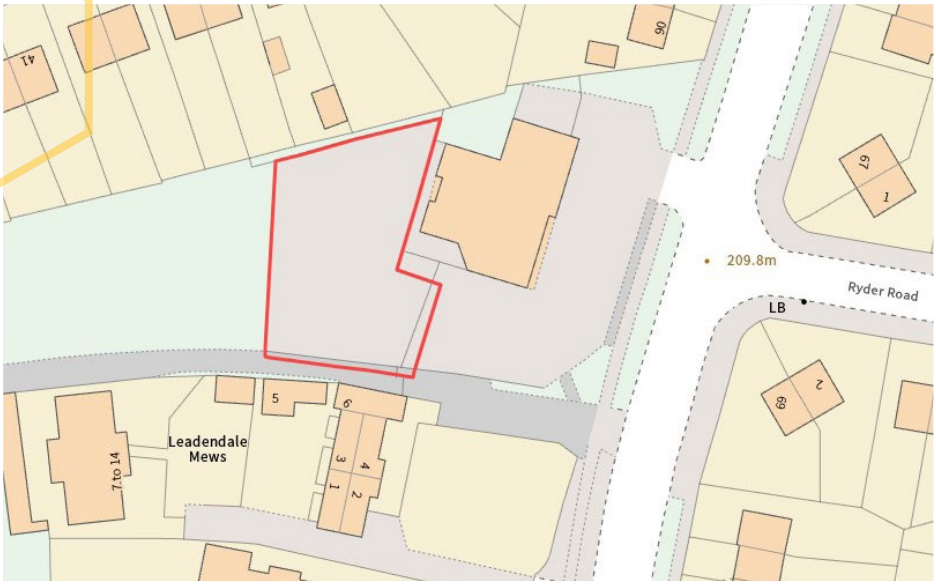
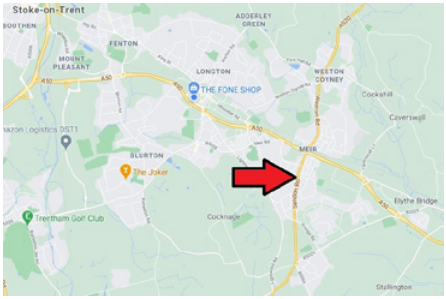
*Guide price **£55,000 plus**



- **Residential development site**
- **Expired PP for 8 x 1 bed apartments**
- **Ref: 62170/OUT**
- **Site Area: 0.20 Acre (809m²)**
- **EPC – N/A**

Legal Representative
Alan Whitmore
Clyde Chappell Botham
T 01782 599577
E alanwhitmore@clydechappellandbotham.com



To apply contact:
Land & New Homes
T 01782 211147
E residential-land@bjbmail.com

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

LOT
33

Land at Pirehill Lane, Walton, Stone, Staffordshire, ST15 0AS

Scan or Click

*Guide price **£15,000 plus**

- **Potential for development**
- **Subject to planning consent**
- **Site Area: 0.053 Acre (214 m²)**
- **EPC – N/A**

Legal Representative
Vito Berzanskis
Agricultural Solicitors
T 01335 346772
E Vitoberzanskis@agriculturalsolicitors.co.uk

To apply contact:
Land & New Homes
T 01782 211147
E residential-land@bjbmail.com

LOT
34

Land at Newcastle Road, Madeley Heath, Nr Crewe, Cheshire, CW3 9JU

Scan or Click

*Guide price **£55,000 plus**

- **Residential development site**
- **Full PP for 3 bed detached house**
- **Planning ref: NBC 20/00969/REM**
- **Site area: 0.065 acres (262m2)**
- **EPC – N/A**

Legal Representative
Tony Earl
Knights PLC
T 01782 619225
E tony.earl@knightsplc.com

To apply contact:
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T 01782 211147
E residential-land@bjbmail.com

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Membership

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- Details of properties that our current landlords are selling with tenancies in place (including whole portfolio sales). These will be sent to our Investor Club prior to going on the open market.
- Expected rental prices and yields on all property details sent via the Investor Club

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Head of Landlord Investment
T 07960 120267
E investorservicesteam@spicerhaart.co.uk

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INVESTOR CLUB

LOT
35

9 Portland Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5HZ

Scan or Click

*Guide price **£77,000 plus**

- End-terrace house
- Two bedrooms
- Three reception rooms
- EPC - D

Legal Representative
Sarah McCleary
Nowell Meller Solicitors
T 01782 987551
E Sarah.mccleary@nowellmeller.co.uk

To apply contact:
Hanley
T 01782 202600
E Hanley@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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Common Auction Conditions

RICS

3rd Edition. Reproduced with the consent of RICS.

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

Glossary

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

Wherever it makes sense:

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

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

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

Agreed completion date Subject to **condition** G9.3:
(a) the date specified in the **special conditions**; or
(b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

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

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

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

Auction The auction advertised in the **catalogue**.

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

Auctioneers The auctioneers at the **auction**.

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

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

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

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

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

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

Contract date The date of the **auction** or, if the **lot** is not sold at the **auction**:
(a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenancy schedule The tenancy schedule (if any) forming part of the **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;

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

The conditions assume that the buyer has acted like a prudent buyer.
If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Auction Conduct Conditions

A1 Introduction

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

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

A2 Our role

A2.1 As agents for each **seller** we have authority to:
(a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
(b) offer each **lot** for sale;
(c) sell each **lot**;
(d) receive and hold deposits;
(e) sign each **sale memorandum**; and
(f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract

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

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

A5.3 **You** must before leaving the **auction**:
(a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
(b) sign the completed **sale memorandum**; and
(c) pay the deposit.

A5.4 If **you** do not **we** may either:
(a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:
(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment

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

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

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

A6 Extra Auction Conduct Conditions

A6.1 Despite any **condition** to the contrary:
(a) The minimum deposit **we** accept is £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit
(b) Sub-clause (a) of **Auction Conduct Condition** A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the **seller** unless expressly stated otherwise in the **special conditions** provided that where VAT would be chargeable on the deposit were it to be held as agent for the **seller**, the deposit will be held as stakeholder despite any contrary provision in any **condition**; and"
(c) where the deposit is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it to the **seller's** conveyancer for them to hold as stakeholder in **our** place. Any part of the deposit not so transferred will be held by **us** as stakeholder.

A6.2 The **buyer** will pay an administration fee of £800 plus VAT to **us** for each **lot** purchased at the **auction**, prior to **auction** or post **auction** in addition to the deposit.

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

A6.4 **We** may accept payment by debit or credit card. Credit card payment is not allowed for payment of deposit.

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

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

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

General Conditions

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

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

G1 The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the seller must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the lot or from the **documents**:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoings and other liabilities;
(g) any interest which overrides, within the meaning of the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
(i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:
(a) the **documents**, whether or not the **buyer** has read them; and
(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

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

G2 Deposit

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

G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3 Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
(a) produce to the **buyer** on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4 Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the **documents** accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to

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

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5 Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6 Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**.
The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:
(a) direct transfer to the **seller's** conveyancer's client account; and
(b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day.**

G6.6 Where applicable the **contract** remains in force following **completion**.

G7 Notice to complete

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

G7.2 The person giving the notice must be **ready to complete**.

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

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
(a) terminate the **contract**; and
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8 If the contract is brought to an end

If the **contract** is lawfully brought to an end:
(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9 Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:
(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10 Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual **completion date** unless:
(a) the **buyer** is liable to pay interest; and
(b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:
(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

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

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:
(a) so state; or
(b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12 Management

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

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

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:
(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13 Rent deposits

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

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

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the buyer covenants with the **seller to**: (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
(b) give notice of assignment to the tenant; and
(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

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

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

G15 Transfer as a going concern

G15.1 Where the **special conditions** so state:
(a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
(b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**
(a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
(b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:
(a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
(b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
(d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
(a) of the **buyer's VAT** registration;
(b) that the **buyer** has made a **VAT option**; and
(c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
(b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and

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

G16 Capital allowances

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

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

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

G16.4 The **seller** and **buyer** agree:
(a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

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

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

G18 Landlord and Tenant Act 1987

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

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

G19 Sale by practitioner

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

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

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

G19.4 The **lot** is sold:
(a) in its condition at **completion**;
(b) for such title as the **seller** may have; and
(c) with no title guarantee;
and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:
(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20 TUPE

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

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21 Environmental

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

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

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

G22 Service Charge

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

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

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

G22.4 In respect of each **tenancy**, if the service charge account shows that:
(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 **(arrears)** applies.

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

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:
(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

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

G24 Tenancy renewals

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

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

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

G24.4 Following **completion** the **buyer** must:
(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:
(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:
(a) hold the warranty on trust for the **buyer**; and
(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26 No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27 Registration at the Land Registry

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title.
The **buyer** must at its own expense and as soon as practicable:
(a) apply for registration of the **transfer**;
(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically;
but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29 Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

G30 Extra General Conditions

The following general conditions are to be treated as being amended as follows:

G17.2 the word "actual" shall be replaced by the word "agreed"

G25.3 (b) the words "or cost" shall be added at the end.

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