

**butters john bee**<sup>bjb</sup>

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**Property  
auction  
catalogue**

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

To start at 6.30pm

**Monday 15 August 2016**

[www.buttersjohnbee.com](http://www.buttersjohnbee.com)

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

**2016 Auction Dates Closing Date For Entries**

18 January 2016 — 8 December 2015

29 February 2016 — 25 January 2016

11 April 2016 — 8 March 2016

9 May 2016 — 12 April 2016

13 June 2016 — 10 May 2016

18 July 2016 — 7 June 2016

15 August 2016 — 28 June 2016

12 September 2016 2 August 2016

10 October 2016 6 September 2016

14 November 2016 27 September 2016

12 December 2016 1 November 2016

**All auctions starting at 6.30pm**

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## Freehold & Leasehold Lots

offered in conjunction with...

**34 Lots**

# butters john bee property auctions



**Mike Hancock MNAEA**  
Associate Director  
mikehancock@bjbmail.com

## August Auction...

“ It is difficult to predict how the EU referendum will impact the local housing market in the short or long term, however, we remain optimistic about the year ahead.

Property continues to offer excellent investment potential and funding is still widely available for purchases.

We are offering a further 34 lots this month with our usual wide range of commercial and residential property.

As always our live internet bidding service remains popular, email us at [auktion@bjbmail.com](mailto:auktion@bjbmail.com) for a registration form. You must be pre-registered by 12 August.



**Peter Sawyer**  
Auctioneer

## Our Auctioneer...

Peter Sawyer is our Property Auctioneer, Peter has a wealth of rostrum experience and has brought the gavel down on thousands of properties over the years.

Peter's face may be familiar as he regularly appears on the popular *Homes under the Hammer* television series on BBC1.



**John Hand**  
[johnhand@bjbmail.com](mailto:johnhand@bjbmail.com)

Our internet bidding service continues to grow in popularity with some of our sales having over 50 online bidders ready to click and buy. If you would like to try this service you do need to be pre-registered as early as possible and at the latest by midday on the day of the auction, email [auktion@bjbmail.com](mailto:auktion@bjbmail.com) to request your registration form.

We have a team of over 25 expert valuers and surveyors who can advise you on all aspects of selling by auction including...



**Neil Steen**  
[neilsteen@bjbmail.com](mailto:neilsteen@bjbmail.com)



**Dean Reeves**  
[deanreeves@bjbmail.com](mailto:deanreeves@bjbmail.com)



**Julia Bramfitt**  
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**Lauren Ellison**  
[laurenellison@bjbmail.com](mailto:laurenellison@bjbmail.com)

# Buyer's registration form

You do not have to register prior to the auction however if you are intending to bid please complete this form prior to bidding.

Please remember all purchasers are required to provide proof of identity (current signed passport/current UK photo card driving licence etc) and evidence of address (utility bill/bank or building society statement etc).

## Buyer's Administration Fee

Each successful buyer will be required to pay **butters john bee** a Buyer's Administration Fee on exchange of contracts for each lot purchased of £625 plus VAT.

## Signing contracts and paying 10% deposit money

After the administration process, you will be taken to the solicitor to sign the contract and pay the deposit money.

Lot No(s): .....

Property: .....

Bidder's Name: ..... Buyer's Name: .....

Bidder's Co: ..... Buyer's Co: .....

Tel. No: ..... Tel. No: .....

Email: ..... Email: .....

Address: ..... Address: .....

.....

.....

Your Solicitors: ..... Contact + Tel No: .....

Solicitor's address: .....

.....

If you are the successful bidder, your finance arrangements will be verified by a representative of bjb Financial Services.

### FOR OFFICE USE ONLY:

Proof of identity:

Document:

Number:

Proof of address:

Document:

Number:

### PURCHASER'S RECEIPT

Date: .....

Received with thanks, administration fees regarding purchase of the auction lots detailed above.


Total amount received: £ ..... cheque/cash/debit card/credit card (2.5% admin fee for credit card payment)

Cash and credit card payments can only be taken for the administration fee, deposits must be paid by bankers draft, personal/business cheque or debit card.

**butters john bee limited VAT No: 159 8572 54**

Admin clerk initials

**butters john bee**<sup>bjb</sup>

# Property auction buyer's guide

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

- Think ahead, **butters john bee** hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website [www.buttersjohnbee.com](http://www.buttersjohnbee.com)
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.
- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We ask for 10% deposit (Subject to a minimum of £1000) once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will normally be due within 20 working days of the sale. In addition you have to pay to the auctioneer an administration fee of £625 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.
- Make sure you bring with you proof of identity and evidence of your address. This can include a current full UK driving licence, current signed passport plus a recent utility bill, bank or building society statement. A list of acceptable documents can be provided. Original documents **MUST** be provided, photocopies are **NOT** acceptable.
- 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](http://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.

**For further information contact our Property Auction Department or email [auction@bjbmail.com](mailto:auction@bjbmail.com)**

# Proof of identity and address

**All successful bidders must provide proof of identity and address to the Auctioneers immediately after the fall of the hammer.**

**Original documents MUST be provided. Photocopies are NOT acceptable.**

## Identity document

- Current signed passport
- Current full UK/EU Photo Card Driving Licence\*
- Current full UK Driving Licence (old style)\*  
*(a provisional licence will not be accepted)*
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- Firearms Certificate

## Evidence of Address

- Current full UK Driving Licence (old style)\*  
*(a provisional licence will not be accepted)*
- A utility bill issued within the last three months (not a mobile phone bill)
- Local Authority tax bill (valid for the current year)
- Bank, Building Society or Credit Union statement containing a current address
- The most original mortgage statement from a UK lender

*\*These documents may be used as an identity document or evidence of address but NOT both.*

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.

**Please note an administration fee of £625 plus VAT will be payable by the purchaser on each lot purchased whether sold prior, at the auction or post auction. Cheques made payable to Butters John Bee. Payment by debit card and credit card is also acceptable (2.5% admin charge on credit card).**

**Deposits must be paid by bankers draft, personal/business cheque or debit card. We cannot accept deposit payments by cash or credit card.**

# bidders john bee<sup>bjb</sup>

# i-bidder.com

## Watch this auction online



bidders john bee have teamed up with i-bidder.com so you can watch and bid on our lots online, on the evening of the sale there will be live audio and video streams available so you won't miss any of the action.

To register for online bidding just request a registration by emailing [auction@bjbmail.com](mailto:auction@bjbmail.com)



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and so is our  
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Michelle Lowe



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# 18 July auction results

LOT	ADDRESS	SOLD PRICE	LOT	ADDRESS	SOLD PRICE
1	4 Chestnut Road, Brown Edge, Stoke-on-Trent, Staffordshire, ST6 8QQ	74,500	34	43 St Luke Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3PZ	Unsold
2	44 Bagnall Road, Milton, Stoke-on-Trent, Staffordshire, ST2 7AZ	69,500	35	108 A & B, Campbell Road, Stoke, Stoke-on-Trent, Staffordshire, ST4 4DU	73,000
3	53 Cranage Crescent, Wellington, Telford, TF1 2AU	Sold Prior	36	38 Newchapel Road, Kidsgrove, Staffordshire, ST7 4SG	Withdrawn
4	15 Rhodes Avenue, Dawley, Telford, TF4 2EE	Sold Prior	37	32 Wise Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4PQ	Withdrawn
5	12 Florence Street, Newcastle-under-Lyme, Staffordshire, ST5 2BJ	56,000	38	14 Margery Avenue, Scholar Green, Cheshire, ST7 3HU	Sold Prior
6	25 Orme Road, Poolfields, Newcastle-under-Lyme, Staffordshire, ST5 2ND	90,000	39	Building Plot, Corner House Buttersons Lane, Oakhanger, Cheshire, CW1 5UX	Unsold
7	17 Park Street, Madeley, Telford, TF7 5LA	Unsold	40	4 Albion Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 1QH	Unsold
8	51 Lancaster Avenue, Dawley, Telford, TF4 2HS	40,000	41	73 Chetwode Street, Crewe, Cheshire, CW1 2NN	Sold Prior
9	130 Holmes Chapel Road, Congleton, Cheshire, CW12 4NY	277,000	42	33 Barratt Road, Alsager, Cheshire, ST7 2PZ	Sold Prior
10	1081 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 6AP	66,500	43	68 Chetwode Street, Crewe, Cheshire, CW1 2NN	Unsold
11	46 Knype Way, Bradwell, Newcastle-under-Lyme, Staffordshire, ST58JL	Unsold	44	50 Rutland Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5JG	40,000
12	3 Rectory Cottages, Audley Road, Barthomley, Cheshire, CW2 5PL	Sold Prior	45	11 Elm Close, Kidsgrove, Stoke-on-Trent, ST7 4HR	Postponed
13	2 Harold Street, Smallthorne, Stoke-on-Trent, Staffordshire, ST6 1SJ	45,000	46	210 King Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3EP	Unsold
14	12 Lorimer Place, High Ercall, Telford, Shropshire, TF6 6AQ	Unsold	47	49 Beasley Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7PE	Withdrawn
15	11 Mulberry Court, Hadley, Telford, TF1 6LZ	55,000	48	278 Duke Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3NT	Unsold
16	40 Market Street, Kidsgrove, Stoke-on-Trent, Staffordshire, ST7 4AB	102,000	49	3 Millford Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3NT	Unsold
17	83 Evans Street, Crewe, Cheshire, CW1 3TS	Sold Prior	50	4 Camm Street, Crewe, Cheshire, CW2 7DN	62,500
18	19 Glendale Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 2EP	30,000	51	11 Barnfield Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 3DF	57,500
19	96 St Michaels Road, Pittshill, Stoke-on-Trent, Staffordshire, ST6 6LG	42,000	52	1 Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7NA	63,500
20	Land to the rear of 66 Windmill Avenue, Kidsgrove, Staffordshire, ST7 4HS	Unsold	53	111-113 Newport Lane, Middleport, Stoke-on-Trent, Staffordshire, ST6 3PJ	Unsold
21	158 Victoria Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 2HQ	44,500	54	Land to the rear of 262-280, Werrington Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9AU	Unsold
22	52 Ricardo Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4EU	132,000	55	71 Hazelhurst Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3HG	54,500
23	509 King Street, Longton, Stoke-on-Trent, Staffordshire, ST3 1HD	25,000	56	Land adjacent to 35, Sutherland Avenue, Dresden, Stoke-on-Trent, Staffordshire, ST3 4EQ	Unsold
24	33 Russell Place, Sandyford, Stoke-on-Trent, Staffordshire, ST6 5LS	65,500	57	4 Queen Anne Street, Shelton, Stoke-on-Trent, Staffordshire, ST4 2EQ	Unsold
25	142 Prestwood Road, Wednesfield, Wolverhampton, West Midlands, WV11 1RG	Unsold	58	39 Minshall Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 4JL	45,000
26	63 Princess Street, Winsford, Cheshire, CW7 3EJ	Sold Prior	59	4 Brunswick Place, Hanley, Stoke-on-Trent, Staffordshire, ST1 3DD	Postponed
27	77/79 West Street, St Georges, Telford, Shropshire, TF2 9HY	Postponed	60	Workshop at Nevada Lane, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BY	15,000
28	2 The Old Vicarage, Old Vicarage Lane, Dunston, Staff, Staffordshire, ST18 9AD	Unsold	61	72 Sun Street, Etruria, Stoke-on-Trent, Staffordshire, ST1 4JR	Withdrawn
29	34 Navigation Road, Northwich, Cheshire, CW8 1BE	70,000	62	76-82 Hope Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5BY	Withdrawn
30	231 Ways Green, Winsford, Cheshire, CW7 4AN	62,000	63	173 Crewe Road, Church Lawton, Cheshire, ST7 2DG	Postponed
31	12 Sandon Road, Staff, Staffordshire, ST16 3ES	Unsold	64	9 Wolseley Road, Rugeley, Staffordshire, WS15 2QH	Withdrawn
32	11 Clewlow Place, Adderley Green, Longton, Stoke-on-Trent, Staffordshire, ST3 5DA	235,000	65	Mill House, Eccleshall Road, Great Bridgeford, Staff, Staffordshire, ST18 9SH	Unsold
33	25 Union Street, Crewe, Cheshire, CW2 7DJ	Sold Prior			

## Bought an investment?

Email [lettings@bjbmail.com](mailto:lettings@bjbmail.com) to organise a free and honest appraisal of your property



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# Order of sale (unless previously sold or withdrawn)

## The Best Western Moat House Hotel, Stoke-on-Trent, Staffordshire, ST1 5BQ Monday 15 August 2016 at 6.30pm

<b>1</b>	156 Aylesbury Road, Bentilee, Stoke-on-Trent, Staffordshire, ST2 0LT
<b>2</b>	5 Beresford Street, Shelton, Stoke-on-Trent, Staffordshire, ST4 2EX
<b>3</b>	4 Chapel Lane, Knighton, Market Drayton, Shropshire, TF9 4HW
<b>4</b>	97 Clare Street, Stoke-on-Trent, Staffordshire, ST4 6EE
<b>5</b>	15 Beechcroft, Barlaston, Stoke-on-Trent, Staffordshire, ST12 9AW
<b>6</b>	9 Elmcroft Road, Abbey Hulton, Stoke-on-Trent, Staffordshire, ST2 8HF
<b>7</b>	43 Rigg Street, Crewe, Cheshire, CW1 3EB
<b>8</b>	83 Church Street, Audley, Staffordshire, ST7 8EE
<b>9</b>	28 Smallman Road, Crewe, Cheshire, CW2 7NU
<b>10</b>	15 Minshall Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 4JL
<b>11</b>	Building Plot/Garages Site, Bains Grove, Bradwell, Stoke-on-Trent, Newcastle-under-Lyme, Staffordshire, ST5 8JG
<b>12</b>	Wavertree, Waterloo Road, Northwich, Cheshire, CW8 1EF
<b>13</b>	98 Century Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5HX
<b>14</b>	Avondale, Middlewich Road, Bradfield Green, Crewe, Cheshire, CW1 4QZ
<b>15</b>	90 Oakley Street, Crewe, Cheshire, CW1 2NL
<b>16</b>	Building Plot, Corner House, Buttersons Lane, Oakhanger, Crewe, Cheshire, CW1 5UX
<b>17</b>	Bridgnorth House, Bridgnorth Road, Telford, Shropshire, TF7 4JB
<b>18</b>	Upper Hillcrest, 41a Cocknage Road, Dresden, Stoke-on-Trent, Staffordshire, ST3 4AT
<b>19</b>	Sunny View, Middlewich Road, Wistaston, Cheshire, CW5 6PB
<b>20</b>	10 Oakshaw Grove, Trentham, Stoke-on-Trent, Staffordshire, ST4 8UB
<b>21</b>	The Bank House, Stafford Street, Eccleshall, Stafford, Staffordshire, ST21 6BH
<b>22</b>	101 Oxford Street, Penkhull, Stoke-on-Trent, Staffordshire, ST4 7EQ
<b>23</b>	Land to the rear of 262-280 Werrington Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9AU
<b>24</b>	25 Recorder Grove, Fegg Hayes, Stoke-on-Trent, Staffordshire, ST6 6HN
<b>25</b>	151 Westminster Street, Crewe, Cheshire, CW2 7LF
<b>26</b>	102 Ruskin Road, Crewe, Cheshire, CW2 7JS
<b>27</b>	34 St Aidans Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5HH
<b>28</b>	Cradle Meadow, 38 Prince Street, Madeley, Telford, Shropshire, TF7 4EB
<b>29</b>	128 King William Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6EJ
<b>30</b>	43 St Luke Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3PZ
<b>31</b>	Plot at 17a Shakespeare Drive, Sydney, Crewe, Cheshire, CW1 5HX
<b>32</b>	14 Sandiway Road, Crewe, Cheshire, CW1 3QR
<b>33</b>	10 Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7NA
<b>34</b>	Flats 1 & 2, 50a Broomhill Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5JB

# Order of sale in alphabetical order

LOT	ADDRESS
<b>1</b>	156 Aylesbury Road, Bentilee, Stoke-on-Trent, Staffordshire, ST2 0LT
<b>28</b>	Cradle Meadow 38 Prince Street, Madeley, Telford, Shropshire, TF7 4EB
<b>18</b>	Upper Hillcrest 41a Cocknage Road, Dresden, Stoke-on-Trent, Staffordshire, ST3 4AT
<b>11</b>	Building Plot/Garages Site, Bains Grove, Bradwell, Stoke-on-Trent, Newcastle-under-Lyme, Staffordshire, ST5 8JG
<b>5</b>	15 Beechcroft, Barlaston, Stoke-on-Trent, Staffordshire, ST12 9AW
<b>2</b>	5 Beresford Street, Shelton, Stoke-on-Trent, Staffordshire, ST4 2EX
<b>17</b>	Bridgnorth House, Bridgnorth Road, Telford, Shropshire, TF7 4JB
<b>34</b>	Flats 1 & 2, 50a Broomhill Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5JB
<b>13</b>	98 Century Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5HX
<b>3</b>	4 Chapel Lane, Knighton, Market Drayton, Shropshire, TF9 4HW
<b>8</b>	83 Church Street, Audley, Staffordshire, ST7 8EE
<b>4</b>	97 Clare Street, Stoke-on-Trent, Staffordshire, ST4 6EE
<b>16</b>	Building Plot, Corner House, Buttersons Lane, Oakhanger, Crewe, Cheshire, CW1 5UX
<b>6</b>	9 Elmcroft Road, Abbey Hulton, Stoke-on-Trent, Staffordshire, ST2 8HF
<b>33</b>	10 Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7NA
<b>29</b>	128 King William Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6EJ
<b>14</b>	Avondale Middlewich Road, Bradfield Green, Crewe, Cheshire, CW1 4QZ
<b>19</b>	Sunny View Middlewich Road, Wistaston, Cheshire, CW5 6PB
<b>10</b>	15 Minshall Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 4JL
<b>15</b>	90 Oakley Street, Crewe, Cheshire, CW1 2NL
<b>20</b>	10 Oakshaw Grove, Trentham, Stoke-on-Trent, Staffordshire, ST4 8UB
<b>22</b>	101 Oxford Street, Penkhull, Stoke-on-Trent, Staffordshire, ST4 7EQ
<b>24</b>	25 Recorder Grove, Fegg Hayes, Stoke-on-Trent, Staffordshire, ST6 6HN
<b>7</b>	43 Rigg Street, Crewe, Cheshire, CW1 3EB
<b>26</b>	102 Ruskin Road, Crewe, Cheshire, CW2 7JS
<b>32</b>	14 Sandiway Road, Crewe, Cheshire, CW1 3QR
<b>31</b>	Plot at 17a Shakespeare Drive, Sydney, Crewe, Cheshire, CW1 5HX
<b>9</b>	28 Smallman Road, Crewe, Cheshire, CW2 7NU
<b>27</b>	34 St Aidans Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5HH
<b>30</b>	43 St Luke Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3PZ
<b>21</b>	The Bank House, Stafford Street, Eccleshall, Stafford, Staffordshire, ST21 6BH
<b>12</b>	Wavertree, Waterloo Road, Northwich, Cheshire, CW8 1EF
<b>23</b>	Land to the rear of 262-280 Werrington Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9AU
<b>25</b>	151 Westminster Street, Crewe, Cheshire, CW2 7LF

# Viewing schedule (contd)

## Viewing Schedule for properties in and around Crewe on Sunday 3rd, 10th, 17th, 24th, 31st July and 7th and 14th August 2016 also Monday 4th, 11th, 24th July, and 1st, 8th and 15th August 2016

LOT	ADDRESS	TIME
15	90 Oakley Street, Crewe, Cheshire, CW1 2NL	9.30am–10.00am
26	102 Ruskin Road, Crewe, Cheshire, CW2 7JS	10.15am–10.45am
9	28 Smallman Road, Crewe, Cheshire, CW2 7NU	11.00am–11.30am
32	14 Sandiway Road, Crewe, Cheshire, CW1 3QR	11.45am–12.15pm
*	51 Middlewich Street, Crewe, Cheshire, CW1 4DA	1.15pm–1.45pm
7	43 Rigg Street, Crewe, Cheshire, CW1 3EB	2.00pm–2.30pm
14	Avondale, Middlewich Road, Bradfield Green CW1 4QZ	2.45pm–3.15pm

### Strictly by appointment only

25	151 Westminster Street, Crewe, Cheshire, CW2 7LF
31	Plot at 17a Shakespear Drive, Sydney, Crewe, Cheshire, CW1 5HX

## Viewing Schedule for properties in and around Newcastle on Tuesday 12th July, Tuesday 19th July, Wednesday 27th July, Saturday 6th August, Tuesday 9th August, Monday 15th August.

20	10 Oakshaw Grove, Trentham, Stoke-on-Trent, ST4 8UB	9.30am–9.45am
4	97 Clare Street, Basford, Stoke-on-Trent, ST4 6EE	10.00am–10.15am
22	101 Oxford Street, Penkull, Stoke-on-Trent, ST4 7EQ	10.25am–10.40am
33	10 Farcroft Avenue, Chesterton, Newcastle, Staffs, ST5 7NA	10.50am–11.05am
3	4 Chapel Lane, Knighton, Market Drayton, TF9 4HW	12.00pm–12.15pm

## Viewing Schedule for Hanley Office Properties Tuesday 2nd & 9th August and Friday 5th & 12th August 2016

2	5 Beresford Street, Shelton, Stoke-on-Trent, ST4 2EX	9:30
30	43 St Luke Street, Hanley, Stoke-on-Trent, ST1 3PZ	10:00
13	98 Century Street, Hanley, Stoke-on-Trent, ST1 5HX	10:30
34	50a Broomhill Street, Tunstall, Stoke-on-Trent, ST6 5JD	11:00
29	128 King William Street, Tunstall, Stoke-on-Trent, ST6 6EJ	11:30
6	9 Elmcroft Road, Abbey Hulton, Stoke-on-Trent, ST2 8HF	12:00
1	156 Aylesbury Road, Bentilee, Stoke-on-Trent, ST2 0LT	12:30

**NB Those properties marked with an asterisk \* will be entered into a later Auction.**

### Auction Department 0800 090 2200

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

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LOT  
**1**

**156 Aylesbury Road, Bentilee,  
Stoke-on-Trent, ST2 0LT**

\*GUIDE PRICE **£55,000 plus**



- Semi-detached house
- Three bedrooms
- Good size rear garden
- Gas central heating
- Double glazing
- EPC – D
- Potential rental value of £5,700 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Miss Leanne Gwinneeth  
Dicksons Solicitors  
30-36 Cheapside, Hanley,  
Stoke-on-Trent, Staffordshire,  
ST1 1HQ  
01782 262424  
leanne.gwinneeth@dicksonssolicitors.  
co.uk

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

LOT  
**2**

**5 Beresford Street, Shelton, Stoke-on-Trent,  
Staffordshire, ST4 2EX**

\*GUIDE PRICE **£60,000 plus**



- Spacious mid terrace
- Three bedrooms
- Two reception rooms
- Double glazing
- Central heating
- Close to Staffordshire University
- EPC – TBC
- Potential rental value of £9,360 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Mr Ray Basnett  
Woolliscrofts Solicitors  
6-10 Broad Street, Hanley, Stoke-on-  
Trent, Staffordshire, ST1 4EU  
01782 204000  
rbasnett@woolliscrofts.co.uk

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

LOT  
3

## 4 Chapel Lane, Knighton, Market Drayton, Shropshire, TF9 4HW



- Semi-detached house
- Two bedrooms
- Two reception room
- Off road parking
- Generous plot
- Oil central heating
- Double glazing
- EPC – TBC

See page 11 for viewing schedule

Apply: Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

\*GUIDE PRICE **£100,000 plus**

*The seller is a registered social landlord and is therefore prohibited from selling a property to anyone who is an employee or director of the seller, or was in the last twelve 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.*

### Legal Representative

Mr Stewart Freeman  
Shakespeare Martineau Solicitors LLP  
Bridgeway House, Bridgeway,  
Stratford-upon-Avon, Warwickshire,  
CV37 6YX  
0845 630 8833  
[stewart.freeman@shma.co.uk](mailto:stewart.freeman@shma.co.uk)

LOT  
4

## 97 Clare Street, Stoke-on-Trent, ST4 6EE



- Mid terrace property
- Two bedrooms
- Two reception rooms
- Gas central heating and double glazing
- EPC – TBC
- Potential rental value of £5,400 per annum

See page 11 for viewing schedule

Apply: Newcastle Tel: 01782 622155 Email: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)

\*GUIDE PRICE **£60,000**

### Legal Representative

Miss Emma Millington  
Beswicks Solicitors  
Sigma House, Lakeside, Festival  
Way, Festival Park, Stoke-on-Trent,  
Staffordshire, ST1 5RY  
01782 205000  
[emma.millington@beswicks.com](mailto:emma.millington@beswicks.com)

LOT  
**5**

**15 Beechcroft, Barlaston,  
Stoke-on-Trent, ST12 9AW**

\*GUIDE PRICE **£100,000**



- Mid-townhouse
- Three bedrooms
- Lounge
- Dining kitchen
- Cul de sac position
- Village location
- Council tax band – B
- EPC – E
- Potential rental value of £6,000 per annum

**Legal Representative**

Mr Kevin Carroll  
Brown & Corbishley Solicitors  
11 The Commons, Sandbach,  
Cheshire, CW11 1EG  
01270 527402  
k.carroll@brownandcorbishley.co.uk

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

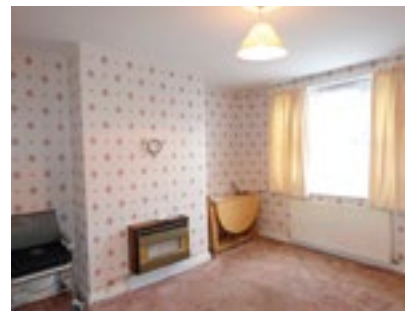
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LOT  
**6****9 Elmcroft Road, Abbey Hulton, Stoke-on-Trent,  
Staffordshire, ST2 8HF**\*GUIDE PRICE **£50,000 plus**

- Mid-town house
- Two bedrooms
- Double glazing
- Gas central heating
- Gardens
- EPC – TBC
- Potential rental value of £5,400 per annum

**See page 11 for viewing schedule****Legal Representative**

Mr Andrew Burrows  
Tinsdills Solicitors Hanley  
Hays House, 25 Albion Street, Hanley,  
Stoke-on-Trent, ST1 1QF  
01782 262031  
andrew.burrows@tinsdills.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.comLOT  
**7****43 Rigg Street, Crewe, Cheshire, CW1 3EB**\*GUIDE PRICE **£46,000**

- Two bed Victorian terraced
- Two reception rooms
- Walled rear yard
- Modernisation required
- EPC – F
- Potential rental value of £5,400 per annum

**See page 11 for viewing schedule****Legal Representative**

Mr Simon Masters  
Dixon Rigby Keogh  
34 Crewe Road, Sandbach, Cheshire,  
CW11 4NF  
01270 766550  
louise.cole@drk-law.co.uk

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

LOT  
**8**

**83 Church Street, Audley, Staffordshire, ST7 8EE**

\*GUIDE PRICE **£80,000**



- Almost finished renovation project
- Three bedrooms
- Village location
- Countryside views
- Gardens front & rear
- EPC – TBC
- Potential rental value of £6,300 per annum

**Legal Representative**

Mrs Kate Heath  
Poole Alcock Sandbach  
6 Middlewich Road,  
Sandbach  
CW11 1DL  
keh@poolealcock.co.uk  
01270 762325

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

LOT  
**9**

**28 Smallman Road, Crewe, Cheshire, CW2 7NU**

\*GUIDE PRICE **£73,000**



- Mid terraced property
- In need of modernisation
- Three bedrooms
- Partially double glazed
- Yard to rear
- Close to local amenities
- EPC – TBC
- Potential rental value of £6,600 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Mr Jonathan Manning  
Hibberts LLP  
144 Nantwich Road, Crewe, Cheshire,  
CW2 6BG  
01270 215117  
jhm@hibberts.com

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



LOT  
**10****15 Minshall Street, Fenton, Stoke-on-Trent,  
Staffordshire, ST4 4JL**\*GUIDE PRICE **£40,000**

- Mid-terrace property
- Through lounge/diner
- Two bedrooms
- First floor bathroom
- Upgraded kitchen
- Yard area at rear
- EPC – TBC
- Potential rental value of £4,500 per annum

**Legal Representative**

Mr Ken McRae  
Chesworths  
37 Trentham Road, Longton, Stoke-  
on-Trent, Staffordshire, ST3 4DQ  
01782 599992  
kenmcr@chesworths.co.uk

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\* Source: El Group

**LOT 11**

**Building Plot/Garages Site, Bains Grove, Bradwell, Newcastle-under-Lyme, Staffordshire, ST5 8JG**

\*GUIDE PRICE **£20,000 plus**



- Building Plot/Garages site
- Outline planning permission
- Erection of one dwelling
- NUL 16/00266/OUT
- EPC – N/A

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

**Legal Representative**

Mr Stewart Freeman  
 Shakespeare Martineau Solicitors LLP  
 Bridgeway House, Bridgeway,  
 Stratford-upon-Avon, Warwickshire,  
 CV37 6YX  
 0845 630 8833  
 stewart.freeman@shma.co.uk

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

**LOT 12**

**Wavertree Waterloo Road, Northwich, Cheshire, CW8 1EF**

\*GUIDE PRICE **£100,000**



- Semi-detached house
- Two bedrooms
- In need of modernisation
- Rear garden
- EPC – E
- Potential rental value of £6,300 per annum

**Legal Representative**

Abbie Pownall  
 Butcher and Barlow  
 5 London Road  
 Northwich  
 Cheshire  
 CW9 5EY

**Apply:** Northwich Tel: 01606 352888 Email: northwich@bjbmail.com

LOT  
**13****98 Century Street, Hanley, Stoke-on-Trent,  
Staffordshire, ST1 5HX**\*GUIDE PRICE **£60,000 plus**

- Two large flats
- Close to city centre
- Rear yard
- EPC – E
- Potential rental value of £8,400 per annum

**See page 11 for viewing schedule****Legal Representative**

Mrs Liz Mayer  
Beeston Shenton Solicitors  
64 King Street, Newcastle-under-Lyme,  
Staffordshire, ST5 1JB  
01782 662424  
liz.mayer@beestonshenton.co.uk

**Apply:** Hanley Tel: 01782 202600 Email: hanley@bjbmail.comLOT  
**14****Avondale, Middlewich Road, Bradfield Green,  
Crewe, Cheshire, CW1 4QZ**\*GUIDE PRICE **£145,000**

- 1930's three bedroom semi
- Well presented property
- Private garden & rural views
- Ample parking & garage
- Well regarded location
- EPC – D
- Potential rental value of £8,100 per annum

**See page 11 for viewing schedule****Legal Representative**

Mr Jonathan Manning  
Hibberts LLP  
144 Nantwich Road, Crewe, Cheshire,  
CW2 6BG  
01270 215117  
jhm@hibberts.com

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

LOT  
**15****90 Oakley Street, Crewe, Cheshire, CW1 2NL**\*GUIDE PRICE **£46,000**

- Three bed terraced house
- Lounge & dining room
- Kitchen & bathroom
- Close to Crewe Town Centre
- Modernisation Required
- EPC – F
- Potential rental value of £5,400 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Ms Pat Carlisle  
Hall Smith Whittingham  
1 Dysart Buildings, Nantwich,  
Cheshire, CW5 5DP  
01270 610 300  
patcarlisle@hswsolicitors.co.uk

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LOT  
**16**

**Building Plot, Corner House Butbertons Lane, Oakhanger, Cheshire, CW1 5UX**

\*GUIDE PRICE **£120,000**



- Building plot
- Planning permission for four bedroom detached house
- Rural setting
- Generous plot
- EPC – N/A

**Legal Representative**

Poole Alcock  
Mrs Zoe Cartlidge  
2A Lawton Road, Alsager, Cheshire,  
ST7 2BJ  
01270 876550  
zjc@poolealcock.com

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

LOT  
**17**

**Bridgnorth House, Bridgnorth Road, Telford, Shropshire, TF7 4JB**

\*GUIDE PRICE **£140,000**



- Two storey offices
- 4,214 sq ft (391.48 sqm)
- Secure yard/parking
- In need of modernisation
- EPC – TBC

**Legal Representative**

TBC

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

LOT  
**18**

**Upper Hillcrest, 41a Cocknage Road, Dresden,  
Stoke-on-Trent, Staffordshire, ST3 4AT**

\*GUIDE PRICE **£89,000**



- First floor apartment
- Three bedrooms
- Period features
- Spacious accommodation
- Garage
- Adjacent to Queens Park
- Previously let at £545pcm
- EPC – D

**Legal Representative**

Mr Ken McRae  
Chesworths  
37 Trentham Road, Longton, Stoke-  
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LOT  
**19****Sunny View, Middlewich Road, Wistaston,  
Cheshire, CW5 6PB**\*GUIDE PRICE **£150,000**

- Semi-detached home
- Four bedrooms
- Semi-rural location
- Gas C/Heating
- Gardens & drive
- Excellent potential
- EPC – TBC
- Potential rental value of £8,700 per annum

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

**Legal Representative**

James Williams  
Poole Alcock  
The Dowry House  
22 Barker Street  
Nantwich  
CW5 5TE

LOT  
**20****10 Oakshaw Grove, Trentham, Stoke-on-Trent,  
Staffordshire, ST4 8UB**\*GUIDE PRICE **£180,000 plus**

- Detached house
- Four bedrooms
- Two receptions
- Double garage
- Cul-de-sac position
- Needs updating
- EPC – F
- Potential rental value of £10,200 per annum

**See page 11 for viewing schedule**

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

**Legal Representative**

Mrs Alison Abbotts  
Tinsdills  
15-19 Marsh Parade, Newcastle-  
under-Lyme, Staffordshire, ST5 1BT  
01782 612311  
alison.abbotts@tinsdills.co.uk

LOT  
**21**

**The Bank House, Stafford Street, Eccleshall, Stafford, Staffordshire, ST21 6BH**

\*GUIDE PRICE **£145,000**



- Character property
- Popular residential location
- Lounge, kitchen
- Bedroom & bathroom
- Annexe with kitchenette
- Courtyard garden
- EPC – E
- Potential rental value of £6,300 per annum

**Legal Representative**

Mrs Katie Nixon  
Bowcock and Pursaill LLP  
8 Stafford Street, Eccleshall, Stafford, ST21 6BH  
01785 339514  
kn@bowcockpursaill.co.uk

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

LOT  
**22**

**101 Oxford Street, Penkhull, Stoke-on-Trent, Staffordshire, ST4 7EQ**

\*GUIDE PRICE **£70,000**



- End terraced property
- Two bedrooms
- Popular location of Penkhull
- EPC – E
- Potential rental value of £5,100 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Melanie Hirst  
Switalskis Solicitors  
2a Darley Street, Bradford, BD1 3HH  
01274 720314

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



LOT  
**23****Land to the rear of 262-280 Werrington Road,  
Bucknall, Stoke-on-Trent, Staffordshire, ST2 9AU**\*GUIDE PRICE **£63,000 plus**

- Development site
- Planning for 5 Houses
- Approximately 0.35 acres
- Application Number 59048
- EPC – N/A

**Legal Representative**

Mr David Curtis  
David Curtis & Company Solicitors  
425 Welford Road, Leicester, LE2 6BL  
0116 2702402  
davidcurtisandco@btconnect.com

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

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LOT  
**24**

**25 Recorder Grove, Fegg Hayes, Stoke-on-Trent, Staffordshire, ST6 6HN**

\*GUIDE PRICE **£59,000 plus**



- Three bedrooms
- Double glazing
- Gas central heating
- Gardens
- Let at £6,000 per annum
- EPC – C

**Legal Representative**

Miss Hannah Green  
Sills and Betteridge Solicitors  
Britannia House, Marshall's Yard,  
Gainsborough, Lincolnshire, DN21  
2NA  
01427 616816  
HGreen@sillslegal.co.uk

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

LOT  
**25**

**151 Westminster Street, Crewe, CW2 7LF**

\*GUIDE PRICE **£79,950**



- Bay fronted mid terrace
- Three bedrooms
- Gas central heating
- Close to all amenities
- Close to station
- EPC – C
- Potential rental value of £6,000 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Mr Michael Young  
Hibberts LLP  
25 Barker Street, Nantwich, Cheshire,  
CW5 5EN  
01270 624225  
my@hibberts.com

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

LOT  
**26**

102 Ruskin Road, Crewe, CW2 7JS

\*GUIDE PRICE **£86,500**

- Mid terrace property
- Two reception rooms
- Four bedrooms
- Parking
- Gas central heating
- Double glazing
- EPC – E
- Previously let at £7,200 per annum

See page 11 for viewing schedule

**Legal Representative**

Ms Julie Oleszczuk  
Forster Dean  
213, Nantwich Road, Crewe,  
Cheshire, CW2 6DA  
01270 254064  
julieoleszczuk@forsterdean.co.uk

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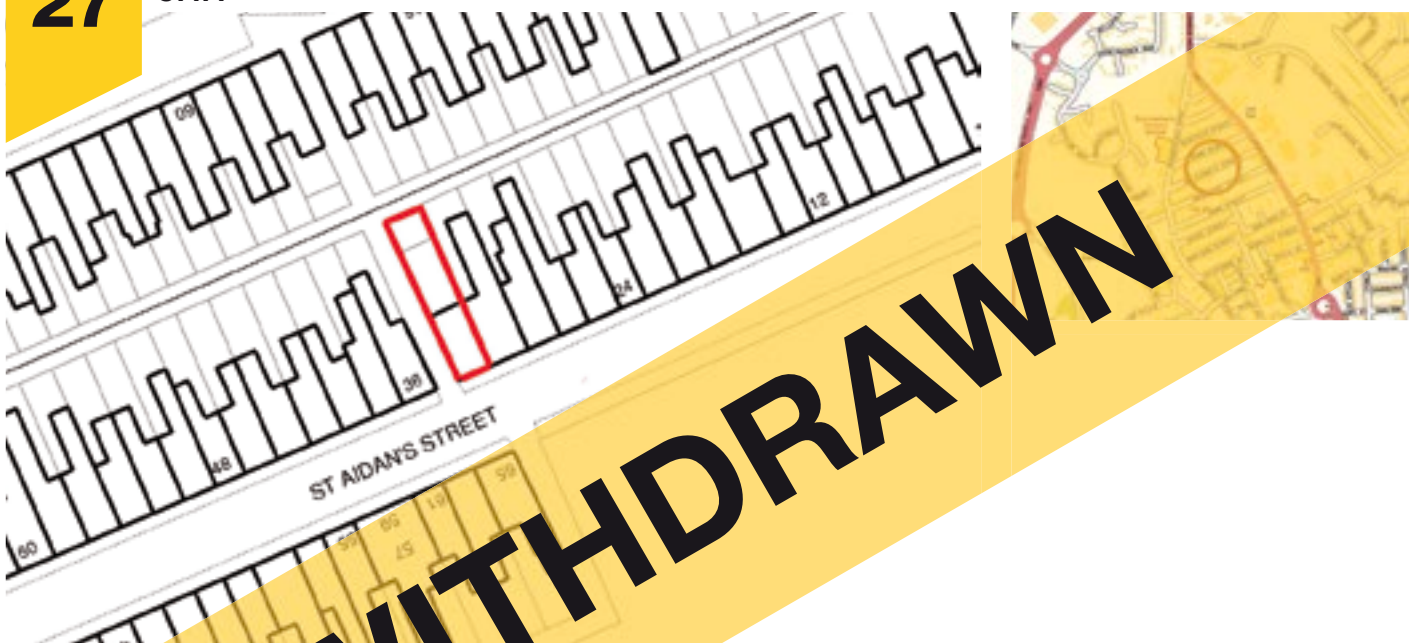


\* Subject to status

LOT  
**27**

**34 St Aidans Street, Tunstall, Stoke-on-Trent, ST6 5HH**

\*GUIDE PRICE **£9,500 plus**



**WITHDRAWN**

- Building plot
- Application number 5518
- Approx. 47 Square metres
- Planning for end of terrace

**Legal Representative**

Miss Anne Marie McQuade  
McQuades  
Miners Hall Park Road, Burslem,  
Stoke-on-Trent, ST6 1EG  
01782 810875  
annemarie@mcquades.info

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

LOT  
**28**

**Cradle Meadow, 38 Prince Street, Madeley, Telford, Shropshire, TF7 4EB**

GUIDE PRICE **£160,000**



- Detached property
- Seven bedrooms
- Formally used as a bed & breakfast
- Renovation project
- EPC – TBC

**Legal Representative**

Mr Andrew Davies  
MFG Solicitors  
First Floor Hall Court, Hall Park Way,  
Town Centre, TELFORD, TF3 4LX  
01952 641651  
andrew.davies@mfgsolicitors.com

Apply: Telford Tel: 01952 204420 Email: telford@bjbmail.com

LOT  
**29**

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

\*GUIDE PRICE **£60,000 plus**



- End terrace property
- Four bedrooms
- Two reception rooms
- Double glazing
- Central heating
- EPC – E
- Potential rental value of £5,400 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Mrs Anne Marie McQuade  
McQuades  
Park Road, Burslem, Stoke-on-Trent,  
Staffordshire, ST6 1EG  
01782 810875  
annemarie@mcquades.info

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

LOT  
**30**

**43 St Luke Street, Hanley, Stoke-on-Trent, ST1 3PZ**

\*GUIDE PRICE **£40,000 plus**



- Mid terrace house
- Two bedrooms
- Gas central heating
- Double glazing
- EPC – D
- Potential rental value of £4,500 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Ms Helen Morris  
Sharman Law Solicitors  
1 Harpur Street, Bedford, MK40 1PF  
01234 303030  
helen.morris@sharmanlaw.co.uk

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

LOT  
**31**

17a Shakespeare Drive, Sydney, Crewe, Cheshire,  
CW1 5HX

\*GUIDE PRICE **£46,000**



- Building Plot In Sydney
- Full Planning Granted
- Two Bed Detached Bungalow
- Application No: 15/2687N
- EPC – N/A

See page 11 for viewing schedule

**Legal Representative**

Mr Steven Coles  
Hall Smith Whittingham  
172-174 Nantwich Road, Crewe,  
Cheshire, CW2 6BW  
01270 212000  
stevencoles@hswsolicitors.co.uk

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LOT  
**32****14 Sandiway Road, Crewe, Cheshire, CW1 3QR**\*GUIDE PRICE **£87,000**

- Two-bedroom bungalow
- Spacious lounge
- Gardens front & rear
- Driveway
- Detached garage
- Dbl Glazing & Gas C.H
- EPC – D
- Potential rental value of £6,600 per annum

**See page 11 for viewing schedule****Legal Representative**

Mrs Sheila Mills  
Hall Smith Whittingham  
1 Dysart Buildings, Nantwich,  
Cheshire, CW5 5DP  
01270 610300  
smills@hswsolicitors.co.uk

**Apply:** Crewe Tel: 01270 213541 Email: crewe@bjbmail.comLOT  
**33****10 Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7NA**\*GUIDE PRICE **£60,000 plus**

- Detached Bungalow
- Two Bedrooms
- Gas central heating
- UPVC double glazing
- Off road parking to rear
- EPC – TBC

**See page 11 for viewing schedule**

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

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

**Legal Representative**

Mr Stewart Freeman  
Shakespeare Martineau Solicitors LLP  
Bridgeway House, Bridgeway,  
Stratford-upon-Avon, Warwickshire,  
CV37 6YX  
0845 630 8833  
stewart.freeman@shma.co.uk

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

LOT  
**34**

**Flat 1 And Flat 2, 50a Broomhill Street, Tunstall,  
Stoke-on-Trent, Staffordshire, ST6 5JD**

\*GUIDE PRICE **£64,000 plus**



- Large end terraced property
- Split into two flats
- Both with two beds
- Gas central heating
- Rear yard
- EPC – D
- Potential rental value of £8,400 per annum

**See page 11 for viewing schedule**

**Legal Representative**

Mrs Liz Mayer  
 Beeston Shenton Partnership  
 64 King Street, Newcastle,  
 Staffordshire, ST5 1JB  
 01782 662424  
 liz.mayer@beestonshenton.co.uk

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

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

## Glossary

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

Wherever it makes sense:

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

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

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

**Agreed completion date** Subject to **condition** G9.3: (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 indebtedness (not including a rentcharge).

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

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

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

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

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

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

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

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

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

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

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

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

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

**Tenancy schedule** The tenancy schedule (if any) forming part of the **special conditions**.

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

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

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

**VAT option** An option to tax.

**We (and us and our)** The **auctioneers**.

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

## Important notice

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

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

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

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

## Auction Conduct Conditions

### A1 Introduction

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

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be 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 £625 plus VAT to **us** for each **lot** purchased at the **auction**, prior to **auction** or post **auction** in addition to the deposit.
- A6.3 The **buyer** will provide proof of identity and residency to **us**.
- A6.4 **We** may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge. Credit card payment is not allowed for payment of deposit.
- A6.5 **We** may refuse admittance to any person attending the **auction**. **We** do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
- A6.7 The **Seller** will not be under any obligation to remove any rubbish or other items whatsoever from the **lot** prior to **completion** of the purchase and the **Buyer** will not be allowed to delay **completion** or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the **lot**.
- 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 endorsement (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 (**arrear**s) 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 **arrear**s.
- 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.

# Special Conditions of Sale Sale memorandum

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Date .....

Name and address of **seller**

Name and address of **buyer**

.....

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.....

.....

Tel: .....

Tel: .....

Lot .....

Address .....

The price (excluding any **VAT**) £ .....

Deposit paid £ .....

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**.  
This agreement is subject to the **sale conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit .....

Signed by the **buyer** .....

Signed by us as agent for the **seller** .....

The **seller's** conveyancer is

The **buyer's** conveyancer is

Name .....

Name .....

Address .....

Address .....

.....

.....

.....

.....

.....

.....

Contact .....

Contact .....

# Registration Form for Proxy/Telephone/Internet Bidding

I hereby instruct and authorise **butters john bee** to bid on my behalf in accordance with the terms and conditions as set out in their catalogue and/or attached to this form and I understand that should my bid be successful the offer will be binding upon me. For telephone bidding **butters john bee** will bid on my behalf by taking my instructions by telephone when the relevant lot is being offered at the auction.

I wish to bid **by telephone / by proxy / online** (please circle your preferred option)

Date of Auction ..... Lot Numbers .....

Address of Lot .....  
(Please include separate list of addresses for multiple lots)

Maximum Bid Price £ ..... (in words) .....  
(The Auctioneers will not bid beyond the maximum bid price under any circumstances)

I would like to be contacted to make deposit payment by debit card.

I enclose herewith my cheque for 10% of my maximum bid (£1,000 minimum) £ ..... plus the administration fee of **£625** (plus VAT) made payable to butters john bee.

## Purchaser's Details

Full Name .....

Company .....

Address .....

..... Postcode .....

Telephone: Business ..... Home ..... Mobile .....

Please specify which number to use for telephone bidding or another number if different from one of the above .....

Solicitors .....

..... Postcode .....

For the attention of ..... Telephone .....

Signature of Prospective Purchaser ..... Date .....

Name (BLOCK CAPITALS) .....

This completed proxy/telephone/internet bidding form, cleared deposit funds cheque, administration fee, certified proof of identity and address must be returned five working days prior to the Auction. The Auctioneer can only bid on your behalf once the deposit cheque has cleared.

Any alterations to your instructions must be received IN WRITING prior to the start of the Auction.

**Return to: butters john bee Property Auction Department, Lake View, Festival Way, Stoke-on-Trent, Staffordshire, ST1 5BJ**

## TERMS AND CONDITIONS FOR PROXY/TELEPHONE BIDDERS/INTERNET BIDDERS

1. The maximum bid price must be an exact and certain figure. If there is any confusion the auctioneer reserves the right not to bid on behalf of the prospective purchaser.
2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer, partner or employee of the auctioneer to bid for the relevant lot on their behalf.
3. The prospective purchaser is deemed to have read the auction catalogue, the sale contract, the general conditions of sale, any special conditions relating to the particular lot and any addendum relating to the lot issued prior to the sale and to have full knowledge thereof. The prospective purchaser is advised to telephone the auctioneers on the day of the auction to ensure there are no amendments or alterations. In any event the prospective purchaser will be deemed to have knowledge of such amendments.
4. The prospective purchaser authorises the auctioneer or any director or employee of the auctioneer to sign the contract for the purchase of the relevant lot as agents at or after the auction.
5. Where the deposit is more than 10% of the eventual purchase price the balance will be considered as an additional deposit towards the purchase price and will not be returned to the purchaser.
6. In respect of a proxy bid the prospective purchaser will be advised if the relevant lot has been successfully purchased as soon as possible after the auction or the following day.
7. When the lot is not purchased by the prospective purchaser the deposit and administration fee will be returned in full as soon as is reasonably possible.
8. The authority to bid can only be withdrawn by notification in writing delivered to the head office of butters john bee at least two hours before the start of the sale or to the Auctioneer in the saleroom up to half an hour before the start of the sale. It is the prospective purchaser's responsibility to obtain confirmation in writing from the auctioneers to acknowledge receipt of the withdrawal notification and without such a receipt the authority to bid stands and the contract for the purchase of any property is binding on the prospective purchaser.
9. The auctioneer gives no guarantee or warranty that a bid will be made on behalf of the prospective purchaser (and in respect of telephone bids should they become disconnected or inaudible during bidding or are unobtainable) and the auctioneer will not be held liable whatsoever for any failure to bid on behalf of the prospective purchaser and no reason may be given. The auctioneer will not be held responsible for any resulting financial loss, costs or damages incurred by the prospective purchaser as a result thereof.
10. The prospective purchaser must provide the Auctioneer with an original or certified copy of identity documentation and confirmation of address. This can include a current full UK driving licence, current signed passport etc plus a recent utility bill, Bank or Building Society statement etc. Copies must be signed "original seen" and dated, by your Solicitor. We cannot bid on your behalf until these have been received. A list of acceptable documents can be provided.
11. In addition to the contractual deposit the prospective purchaser must pay an administrative charge of **£625** plus VAT for each lot. Cheques made payable to Butters John Bee.
12. The auctioneer gives priority to bids made in the auction room by attending parties.
13. If bidding on multiple Lots one Maximum Bid Price must be agreed.
14. With regards to Proxy Bids, the amount of the prospective Buyer's maximum bid will not be disclosed to the seller or any other person either during or after the sale without the consent of the prospective Buyer.

# butters john bee <sup>bjb</sup>

## Head Office

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