# butters john bee bjb

# Property auction catalogue

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

Monday 18 July 2016

#### butters john bee limited (butters john bee) property auctions 2016

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



#### Freehold & Leasehold Lots

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## butters john bee property auctions



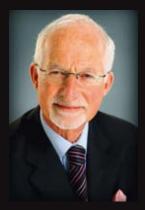
**Mike Hancock MNAEA**Associate Director
mikehancock@bjbmail.com

#### July Auction...

Summer is upon us and the weather is finally hotting up yet the market shows no signs of cooling down.

We are offering a further 59 lots this month with our usual wide range of commercial and residential property. Lot 6 is a development opportunity with planning permission for two houses starting at just £25,000, Lot 13 a former youth and community centre suitable for a wide variety of uses with a guide price of just £130,000 and Lot 41 a pretty detached bungalow in the village of Cranberry with a guide price of just £125,000.

As always our live internet bidding service remains popular, email us at auction@bjbmail.com for a registration form. You must be pre-registered by July 15th.



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.



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 auction@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



**Dean Reeves**deanreeves@bjbmail.com



Julia Bramfitt juliabramfitt@bjbmail.com



**Gary Fear** garyfear@bjbmail.com



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Paul Jeffries
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**Steve Schwartz** steveschwartz@bjbmail.com



Tom Lamb tomlamb@bjbmail.com



Lauren Ellison 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 solici	tor 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:	
Address:	Address:
Your Solicitors:	
Solicitor's address:	
If you are the successful bidder, your finance arrangements wi	Il be verified by a representative of bjb Financial Services.
FOR OFFICE USE ONLY:	
Proof of identity:	Proof of address:
Document:	Document:
Number:	Number:
PURCHASER'S RECEIPT	Date:
Received with thanks, administration fees regarding purchase	of the auction lots detailed above.
Total amount received: $\mathfrak L$ cheque/cash/debi	t card/credit card (2.5% admin fee for credit card payment)
Cash and credit card payments can only be taken for the adm	ninistration fee, deposits must be paid by bankers draft, personal/business

Admin clerk initials

butters john bee bjb

cheque or debit card.

butters john bee limited VAT No: 159 8572 54

## Property auction buyer's guide

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

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

## 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.

# butters john bee bjb i-bidder.com

# Watch this auction online

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





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## 9 May auction results

LOT	ADDRESS	SOLD PRICE
1	65 Boughey Road, Shelton, Stoke-on-Trent, Staffordshire, ST4 2BN	£69,000
2	48 Ashworth Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 4NY	£49,500
3	82 Holyhead Road, Oakengates, Telford, Shropshire, TF2 6BN	£66,000
4	51 The Crescent, Donnington, Telford, Shropshire, TF2 8HD	Sold prior
5	63 Rose Street, Northwood, Stoke-on-Trent, Staffordshire, ST1 6PG	£55,500
6	Garage at Wetherby Close, Chesterton, Newcastle, Staffordshire, ST5 7LR	£22,000
7	179 Regent Street, Wellington, Telford, Shropshire, TF1 1PQ	£74,000
8	43 Delbury Court, Hollinswood, Telford, Shropshire, TF3 2BS	Sold prior
9	Workshop at Nevada Lane, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BY	Unsold
10	732 Dividy Road, Bentilee, Stoke-on-Trent, Staffordshire, ST2 0AJ	Withdrawn
11	22 Crossmay Street, Poolfields, Newcastle-under-Lyme, Staffordshire, ST5 2TP	£90,000
12	Building Plot adj 4 Needhams Bank, Moston, Sandbach, CW11 3PF	£150,000
13	13 Wayside, Woodside, Telford, Shropshire, TF7 5NG	£74,000
14	115 Warrensway, Woodside, Telford, Shropshire, TF7 5QE	£70,000
15	218 King Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3EN	Unsold
16	175 Basford Park Road, May Bank, Newcastle-under-Lyme, Staffordshire, ST5 0PN	£140,000
17	Flats 1–6 Riverbank Mews, South Street, Stafford, Staffordshire, ST16 2BH	Withdrawn
18	46 Beveley Road, Oakengates, Telford, Shropshire, TF2 6SD	£77,000
19	17 James Way, Donnington, Telford, Shropshire, TF2 8AU	£79,500
20	19 Wyvern, Woodside, Telford, Shropshire, TF7 5QQ	£68,000
21	51 Balfour Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3QN	£60,500
22	68 Mill Street, Macclesfield, Cheshire, SK11 6NH	Unsold
23	Land adj to 29 Mow Cop Road, Mow Cop, Staffordshire, ST7 4LZ	£50,000
24	47 Furber Street, Crewe, Cheshire, CW1 2PP	Withdrawn
25	7 Bright Street, Crewe, Cheshire, CW1 3AQ	Sold prior
26	12 Lorimer Place, High Ercall, Telford, Shropshire, TF6 6AQ	Unsold
27	55 Meadow Road, Newport, Shropshire, TF10 7TQ	Unsold
28	(Flats 1, 2, 3, & 4) 72 Shrewsbury Road, Market Drayton, Shropshire, TF9 3DL	Unsold
29	41 Camillus Road, Knutton, Newcastle-under-Lyme, Staffordshire, ST5 6EA	£70,000
30	54 Overdale, Overdale, Telford, Shropshire,TF3 5AJ	£83,000
31	43 Ash Lea Drive, Donnington, Telford, Shropshire, TF2 7QW	£55,000
32	6 Woodhall Place, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6RB	£70,000
33	63 Burnham Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3EX	£42,000
34	63 Princess Street, Winsford, Cheshire, CW7 3EJ	Unsold
35	Mill House, Eccleshall Road, Great Bridgeford, Stafford, Staffordshire, ST18 9SH	Withdrawn
36	2 Cleveland Avenue, High Ercall, Telford, Shropshire, TF6 6AH	Unsold
37	19 Ashbourne Close, Dawley, Telford, Shropshire,TF4 2QR	£78,000
38	33 Barratt Road, Alsager, Cheshire, ST7 2PZ	Unsold
39	48 St Marys Road, Longton, Stoke-on-Trent, Staffordshire, T3 5DW	£55,000
40	Tower Court Flat 2, London Road, Newcastle-under-Lyme, Staffordshire, ST5 1LT	Unsold
41	24 Coverley Place, Penkhull, Stoke-on-Trent, Staffordshire, ST4 5EG	Unsold
42	Rosyth, Eccleshall Road, Great Bridgeford, Stafford, Staffordshire, ST18 9PS	£120,000
43	49 Vernon Avenue, Audley, Staffordshire, ST7 8EG	£78,000

LOT	ADDRESS	SOLD PRICE
44	9 Wolseley Road, Rugeley, Staffordshire, WS15 2QH	Withdrawn
45	176 Hurleybrook Way, Leegomery, Telford, Shropshire, TF1 6UB	Unsold
46	7 Stanwyck, Sutton Hill, Telford, Shropshire, TF7 4JJ	£65,000
47	142–142a High Street, Talke Pits, Stoke-on-Trent, Staffordshire, ST7 1QG	Withdrawn
48	41 Piccadilly, Hanley, Stoke-on-Trent, Staffordshire, ST1 1EN	£90,000
49	7 Westminster Street, Crewe, Cheshire, CW2 7LQ	£79,000
50	135 Wistaston Green Road, Crewe, Cheshire, CW2 8RA	£85,000
51	52 Sandbach Road, Rode Heath, Cheshire, ST7 3RN	Unsold
52	175 Orme Road, Poolfields, Newcastle-under-Lyme, Staffordshire, ST5 2PB	£94,500
53	Land at 30 Thomas Street, Packmoor, Stoke-on-Trent, Staffordshire, ST7 4SS	Unsold
54	Church Road Stores, 17a Church Road, Bradmore, Wolverhampton, WV3 7ET	Unsold
55	22 Richard Street, Crewe, Cheshire, CW1 3AF	£73,000
56	Rockwoods, Newcastle Road, Loggerheads, Market Drayton, Shropshire, TF9 4PH	Withdrawn
57	111 Crook Lane, Winsford, Cheshire, CW7 3DR	Unsold
58	9 Pike Close, Beaconside, Stafford, Staffordshire, ST16 3QJ	Sold prior
59	The Bulls Head Inn, High Street, Alton, Staffordshire, ST10 4AQ	Unsold
60	14 Packett Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DZ	Unsold
61	52–54 Church Road, Blurton, Stoke-on-Trent, Staffordshire, ST3 3BB	Withdrawn
62	260 Werrington Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9AW	Sold prior
63	Yard & Buildings at 80a, Moorland Road, Burslem, Stoke-on-Trent, Staffordshire, ST6 1DY	Unsold
64	3 & 3a Richard Moon Street, Crewe, Cheshire, CW1 3AX	Unsold
65	149 Wistaston Road, Crewe, Cheshire, CW2 7RH	£50,500
66	17a Church Road, Bradmore, Wolverhampton, WV3 7ET	Withdrawn
67	173 Crewe Road, Church Lawton, Cheshire, ST7 2DG	Unsold
68	22 Adswood Old Hall Road, Cheadle Hulme, Cheadle, Cheshire, SK8 5QZ	Sold prior
69	69a & b, Gilman Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3PL	£78,000
70	32a Broomhill Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5JD	£46,000
71	19 Rutland Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5JG	£40,000
72	32 Wise Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4PQ	Unsold
73	3 Newark Grove, Goldenhill, Stoke-on-Trent, Staffordshire, ST6 5NT	Unsold
74	18 Rowley Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 7NP	£63,500
75	8 Heathcote Avenue, Hookgate, Market Drayton, Shropshire, TF9 4QF	Unsold
76	11 Heath House Lane, Bucknall, Stoke-on-Trent, Staffordshire, ST2 8AH	£122,000
77	22 Goldenhill Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 3DW	Unsold
78	73-75 High Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5TA	£37,000
79	68 Knight Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5HY	£39,500
80	51 Newpool Terrace, Brown Lees, Stoke-on-Trent, Staffordshire, ST8 6PE	Withdrawn
81	17 Albert Terrace, Stafford, Staffordshire, ST16 3EX	Withdrawn
82	24 Brooklyn Street, Crewe, Cheshire, CW2 7JF	Withdrawn
83	2 High Street, adjacent to The Bulls Head, Alton, Staffordshire Moorlands, ST10 4AQ	Unsold
84	52 Ricardo Street, Dresden, Stoke-on-Trent, Staffordshire, ST3 4EU	Unsold
85	4 Church Lane, Scholar Green, Staffordshire, ST7 3QQ	Withdrawn

## Bought an investment?

Email lettings@bjbmail.com to organise a free and honest appraisal of your property





## Order of sale (unless previously sold or withdrawn)

#### The Best Western Moat House Hotel, Stoke-on-Trent, Staffordshire, ST1 5BQ Monday 18 July 2016 at 6.30pm

- 1 26 Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LG
- 2 66 Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LP
- 3 30 Broomfield Road, Newport, Shropshire TF10 7PW
- 4 15 Churchill Road, Arleston, Telford, Shropshire TF1 2JB
- 5 3 Napley Road, Napley Heath, Market Drayton, Shropshire TF9 4DR
- 6 Parcel of Land/Garages adj to 48 Stafford Avenue, Clayton, Newcastleunder-Lyme, Staffordshire ST5 3BJ
- 7 31 Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
- 8 89 Freeston Avenue, Snedshill, Telford, Shropshire TF2 9EN
- 9 10 Queens Gardens, Talke Pits, Stoke-on-Trent, Staffordshire ST7 1PG
- 10 14 Packett Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3DZ
- **11** 34 Coronation Drive, Donnington, Telford, Shropshire TF2 8HY
- **12** 37 Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
- 13 Milward Hall, Salisbury Street, Leek, Staffordshire ST13 5EE
- 14 27 New Street, Haslington, Crewe, Cheshire CW1 5PN
- 15 176 Davenport Avenue, Crewe, Cheshire CW2 6LZ
- 16 348 Leek Road, Hanley, Stoke-on-Trent, Staffordshire ST1 3JL
- 17 23 Ercall View, Overdale, Telford, Shropshire TF3 5AP
- 18 82 Beaconsfield, Brookside, Telford, Shropshire TF3 1NH
- 19 21 West View, Rocester, Uttoxeter, Staffordshire ST14 5JY
- 20 Land To The Rear Of The Old Boars Head, High Street, Halmerend, Stoke-on-Trent, Staffordshire ST7 8AG
- 21 5 Turner Avenue, Wood Lane, Bignall End, Stoke-on-Trent, Staffordshire ST7 8PF
- 22 69 Townfields, Sandbach, Cheshire CW11 3PQ
- 23 77/79 West Street, St Georges, Telford, Shropshire TF2 9HY
- 24 8 Festival Gardens, Wellington, Telford, Shropshire TF1 2JD
- 25 115 Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
- 26 23 Sunnymead, Sutton Hill, Telford, Shropshire TF7 4AZ
- 28 90 Oakley Street, Crewe, Cheshire CW1 2NL

- 29 39 Samuel Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SR
- 30 83 Petersfield Road, Stoke-on-Trent, Staffordshire ST6 6SS
- 31 41 East Street, Weston Coyney, Stoke-on-Trent, Staffordshire ST3 6QJ
- 32 22 Goldenhill Road, Fenton, Stoke-on-Trent, Staffordshire ST4 3DW
- 33 5–6 Ashwood, Longton, Stoke-on-Trent, Staffordshire ST3 1DP
- 34 18 Ball Haye Green, Leek, Staffordshire ST13 6BQ
- 35 185 Lansdowne Road, Sydney, Crewe, Cheshire CW1 5LR
- 36 32 Edward Street, Crewe, Cheshire CW2 6HQ
- 37 10 Attlee Crescent, Highfields, Stafford, Staffordshire ST17 9RU
- 38 12 Cherry Tree Road, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7BP
- 39 Building Plot adj to Laburnam Villas, Mill Road, Wollerton, Market Drayton, Shropshire TF9 3NE
- 40 61 Emery Avenue, Newcastle-under-Lyme, Staffordshire ST5 2JG
- 41 The Bungalow, Biddles Lane, Cranberry, Staffordshire ST21 6SQ
- 42 6 St Bernards Road, Newcastle-under-Lyme, Staffordshire ST5 6HH
- 43 14 Littlefield, Trent Vale, Stoke-on-Trent, Staffordshire ST4 5LR
- 44 31 Greenacres Way, Newport, Shropshire TF10 7PH
- 45 The Mansion, The Hill, Sandbach, Cheshire CW11 1FD
- 46 25 Russell Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LS
- 47 Flats 1–6, Riverbank Mews, South Street, Stafford, Staffordshire ST16 2BH
- 48 17 Birch Road, Bignall End, Stoke-on-Trent, Staffordshire ST7 8LB
- 49 16-18 Church Street, Rookery, Stoke-on-Trent, Staffordshire ST7 4RS
- 50 7 Trubshaw Place, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4SB
- 51 39 Berdmore Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3HD
- **52** 60 Westminster Street, Crewe, Cheshire CW2 7LF
- 53 36 Glover Street, Crewe, Cheshire CW1 3LD
- 54 120 Wereton Road, Audley, Stoke-on-Trent, Staffordshire ST7 8HE
- 55 57 Holland Street, Crewe, Cheshire CW1 3TT
- **56** 29 Sefton Street, Etruria, Stoke-on-Trent, Staffordshire ST1 4BQ
- 57 178 Congleton Road, Talke, Stoke-on-Trent, Staffordshire ST7 1LT
- 58 5 Marriott Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3HR
- 59 27 Sloane Way, Stoke-on-Trent, Staffordshire ST4 3QZ

# Is your property suitable for sale by auction?

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

butters john bee<sup>bjb</sup>

### Order of sale in alphabetical order

LOT	ADDRESS	
7	31	Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
12	37	Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
25	115	Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW
33	5–6	Ashwood, Longton, Stoke-on-Trent, Staffordshire ST3 1DP
37	10	Attlee Crescent, Highfields, Stafford, Staffordshire ST17 9RU
34	18	Ball Haye Green, Leek, Staffordshire ST13 6BQ
18	82	Beaconsfield, Brookside, Telford, Shropshire TF3 1NH
51	39	Berdmore Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3HD
41	The Bungalow	Biddles Lane, Cranberry, Staffordshire ST21 6SQ
48	17	Birch Road, Bignall End, Stoke-on-Trent, Staffordshire ST7 8LB
3	30	Broomfield Road, Newport, Shropshire TF10 7PW
38	12	Cherry Tree Road, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7BP
49	16–18	Church Street, Rookery, Stoke-on-Trent, Staffordshire ST7 4RS
4	15	Churchill Road, Arleston, Telford, Shropshire TF1 2JB
57	178	Congleton Road, Talke, Stoke-on-Trent, Staffordshire ST7 1LT
11	34	Coronation Drive, Donnington, Telford, Shropshire TF2 8HY
15	176	Davenport Avenue, Crewe, Cheshire CW2 6LZ
31	41	East Street, Weston Coyney, Stoke-on-Trent, Staffordshire ST3 6QJ
36	32	Edward Street, Crewe, Cheshire CW2 6HQ
40	61	Emery Avenue, Newcastle-under-Lyme, Staffordshire ST5 2JG
17	23	Ercall View, Overdale, Telford, Shropshire TF3 5AP
24	8	Festival Gardens, Wellington, Telford, Shropshire TF1 2JD
8	89	Freeston Avenue, Snedshill, Telford, Shropshire TF2 9EN
53	36	Glover Street, Crewe, Cheshire CW1 3LD
32	22	Goldenhill Road, Fenton, Stoke-on-Trent, Staffordshire ST4 3DW
44	31	Greenacres Way, Newport, Shropshire TF10 7PH
20	Land To The Rea Of The Old Boar Head	arHigh Street, Halmerend, Stoke-on-Trent, Staffordshire ST7 8AG s
55	57	Holland Street, Crewe, Cheshire CW1 3TT
35	185	Lansdowne Road, Sydney, Crewe, Cheshire CW1 5LR
16	348	Leek Road, Hanley, Stoke-on-Trent, Staffordshire ST1 3JL
43	14	Littlefield, Trent Vale, Stoke-on-Trent, Staffordshire ST4 5LR

LOT	ADDRESS	
58	5	Marriott Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3HR
39	Building Plot adj to Laburnam Villas	Mill Road, Wollerton, Market Drayton, Shropshire TF9 3NE
5	3	Napley Road, Napley Heath, Market Drayton, Shropshire TF9 4DR
14	27	New Street, Haslington, Crewe, Cheshire CW1 5PN
28	90	Oakley Street, Crewe, Cheshire CW1 2NL
10	14	Packett Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3DZ
30	83	Petersfield Road, Stoke-on-Trent, Staffordshire ST6 6SS
9	10	Queens Gardens, Talke Pits, Stoke-on-Trent, Staffordshire ST7 1PG
1	26	Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LG
2	66	Ridge Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LP
46	25	Russell Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LS
13	Milward Hall	Salisbury Street, Leek, Staffordshire ST13 5EE
29	39	Samuel Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SR
56	29	Sefton Street, Etruria, Stoke-on-Trent, Staffordshire ST1 4BQ
59	27	Sloane Way, Stoke-on-Trent, Staffordshire ST4 3QZ
47	Flats 1–6, Riverbank Mews	South Street, Stafford, Staffordshire ST16 2BH
42	6	St Bernards Road, Newcastle-under-Lyme, Staffordshire ST5 6HH
6	Parcel of Land/ Garages adj to 48	Stafford Avenue, Clayton, Newcastle-under-Lyme, Staffordshire ST5 3BJ
26	23	Sunnymead, Sutton Hill, Telford, Shropshire TF7 4AZ
45	The Mansion	The Hill, Sandbach, Cheshire CW11 1FD
22	69	Townfields, Sandbach, Cheshire CW11 3PQ
50	7	Trubshaw Place, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4SB
21	5	Turner Avenue, Wood Lane, Bignall End, Stoke-on-Trent, Staffordshire ST7 8PF
54	120	Wereton Road, Audley, Stoke-on-Trent, Staffordshire ST7 8HE
23	77/79	West Street, St Georges, Telford, Shropshire TF2 9HY
19	21	West View, Rocester, Uttoxeter, Staffordshire ST14 5JY
52	60	Westminster Street, Crewe, Cheshire CW2 7LF

# Bought an investment?

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### Viewing schedule

## Viewing Schedule for properties in and around Crewe on Friday, 17th, 24th June and 1st, 8th and 15th July. Also Saturday 18th, 25th June and 2nd, 9th and 16th July 2016

LOT	ADDRESS	TIME
14	27 New Street, Haslington, Cheshire, CW1 5PN	09.15am-09.45am
35	185 Lansdowne Road, Crewe, Cheshire, CW1 5LR	10.00am-10.30am
53	36 Glover Street, Crewe, Cheshire, CW1 3LD	10.45am-11.15am
00*	24 Brooklyn Street, Crewe, Cheshire, CW2 7JF	11.45am-12.15pm
28	90 Oakley Street, Crewe, Cheshire, CW1 2NL	1.15pm-1.45pm
00*	47 Furber Street, Crewe, Cheshire, CW1 2PP	2.00pm-2.30pm
55	57 Holland Street, Crewe, Cheshire, CW1 3TT	2.45pm-3.15pm
52	60 Westminster Street, Crewe, Cheshire, CW2 7LF	3.30pm-4.00pm
15	176 Davenport Avenue, Crewe, Cheshire, CW2 6LZ	4.15pm-4.45pm

#### On the above dates and also 10th and 11th June

36 32 Edward Street, Crewe, Cheshire, CW2 6HQ 2.45pm-3.15pm	
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NB Those properties marked with an asterix \* will be entered into later Auctions.

## Viewing Schedule for properties in and around Newcastle on Thursday 16th June, Tuesday 21st June, Monday 27th June, Saturday 2nd July, Thursday 7th July, Monday 11th July, Monday 18th July

LOT	ADDRESS	TIME
43	14 Littlefield, Trent Vale, Newcastle, ST4 5LR	9.10am-9.25am
40	61 Emery Avenue, Westlands, Newcastle, ST5 2JG	9.35am-9.50am
42	6 St. Bernards Road, Knutton, Newcastle, ST5 6HH	10.00am-10.15am
38	12 Cherry Tree Road, Chesterton, Newcastle, ST5 7BP	10.25am-10.40am
48	17 Birch Road, Bignall End, Stoke-on-Trent, ST7 8LB	10.55am-11.10am
21	5 Turner Avenue, Bignall End, Stoke-on-Trent, ST7 8PF	11.20am-11.35am
54	120 Wereton Road, Audley, Stoke-on-Trent, ST7 8HE	11.45am-12.00pm
05	3 Napley Road, Napley Heath, Market Drayton, TF9 4DR	12.30pm-12.45pm

#### 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.

# Is your property suitable for sale by auction?

Email auction@bjbmail.com

to organise a FREE and honest appraisal of your property

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## Viewing schedule (contd)

## Viewing Schedule for properties in and around Hanley on Tuesday 5th July, Friday 8th July, Tuesday 12th July, and Friday 15th July 2016

LOT	PROPERTY	TIME
34	18 Ball Haye Green, Leek, ST13 6BQ	10:00
16	348 Leek Road, Hanley, Stoke-on-Trent, ST1 3JL	11:00
56	29 Sefton Street, Etruria, Stoke-on-Trent, ST1 4BQ	11:30
29	39 Samuel Street, Packmoor, Stoke-on-Trent, ST7 4SR	12:00
01	26 Ridge Road, Sandyford, Stoke-on-Trent, ST6 5LG	12:30
02	66 Ridge Road, Sandyford, Stoke-on-Trent, ST6 5LP	13:00
46	25 Russell Road, Sandyford, Stoke-on-Trent, ST6 5LS	13:30

## Viewing Schedule for properties in and around Longton on Friday 24th June, Tuesday 28th June, Saturday 2nd July, Friday 8th July & Saturday 16th July

LOT	ADDRESS	TIME
32	22 Goldenhill Road, Fenton, ST4 3DW	9.30am-9.50am
10	14 Packett Street, Fenton, ST4 3DZ	10.00am-10.20am
51	39 Berdmore Street, Fenton, ST4 3HD	10.30am-10.50am
58	5 Marriott Street, Fenton, ST4 3HR	11.00am-11.20am
59	27 Sloane Way, Fenton, ST4 3QZ	11.30am-11.50am
33	5–6 Ashwood, Longton, ST3 1DP	12.00pm-1.00pm

## Viewings for Auction Properties in and around Telford on Thursday 23rd June, Thursday 30th June, Tuesday 5th July, and Saturday 16th July

LOT	ADDRESS	TIME
26	23 Sunnymead, Sutton Hill, Telford, TF7 4AZ	09.00–09.20
18	82 Beaconsfield, Brookside, Telford, TF3 1NH	09.30–09.40
17	23 Ercall View, Overdale, Telford, TF3 5AP	10.00–10.15
04	15 Churchill Road, Wellington, Telford, TF1 2JB	10.35–10.50
24	8 Festival Gardens, Wellington, Telford, TF1 2JD	10.55–11.10
80	89 Freeston Avenue, Snedshill, Telford, TF2 9EN	11.30–11.45
07	31 Ash Lea Drive, Donnington, Telford, TF2 7QW	11.55–12.05
12	37 Ash Lea Drive, Donnington, Telford, TF2 7QW	12.05–12.15
25	115 Ash Lea Drive, Donnington, Telford, TF2 7QW	12.20–12.30
11	34 Coronation Drive, Donnington, Telford, TF2 8HY	12.40–12.55
44	31 Greenacres Way, Newport, TF10 7PH	13.55–14.15
03	30 Broomfield Road, Newport, TF10 7PW	14.20–14.35

#### 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.

### Bought an investment?

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Mid-town house

Three bedrooms

Double glazed

Rear garden

EPC - TBC

See page 13 for viewing schedule

\*GUIDE PRICE **£50,000 plus** 





Legal Representative
Mr J Manning
Hibbert, Durrard & Moxon
144 Nantwich Road, Crewe, Cheshire,
CW2 6BG
01270 215117
jhm@hibberts.com

\*GUIDE PRICE **£50,000 plus** 

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



See page 13 for viewing schedule

- End town house
- Three bedrooms
- Partial double glazing
- Gas central heating
- Rear garden
- EPC D

Legal Representative

Mr J Manning Hibbert, Durrard & Moxon 144 Nantwich Road, Crewe, Cheshire, CW2 6BG 01270 215117 jhm@hibberts.com

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

30 Broomfield Road, Newport, Shropshire TF10 7PW

\*GUIDE PRICE £105,000 plus

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

- End-town house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC D

See page 13 for viewing schedule

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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



\*GUIDE PRICE £66,000 plus

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

- Semi-detached house
- Two bedrooms
- In need of modernisation
- Freehold
- EPC E

See page 13 for viewing schedule

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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



See page 12 for viewing schedule

\*GUIDE PRICE **£115,000 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.

- Semi-detached house
- Three bedrooms
- · Air source heat pump heating
- Rural location
- Garage
- Open views
- PPC E

#### **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





\*GUIDE PRICE £25,000 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.

- Parcel of land
- Approx 0.40 acre
- Outline planning permission
- 16/00073/OUT
- 2 pairs of two bedroom semis

**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

31 Ash Lea Drive, Donnington, Telford, Shropshire TF2 7QW

\*GUIDE PRICE **£48,000 plus** 

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

- Ground floor flat
- Two bedrooms
- In need of modernisation
- Leasehold
- Ground rent £10 per annum
- Lease 99 Years
- EPC TBC

See page 13 for viewing schedule

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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

\*GUIDE PRICE £75,000 plus

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

- End-town house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC TBC

See page 13 for viewing schedule

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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



Mid-town house property

- Three bedrooms
- Ground floor WC
- Lounge/dining room
- First floor bathroom
- Off-road parking
- Garden to rear
- EPC C

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

\*GUIDE PRICE **£70,000** 





#### **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

14 Packett Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3DZ

\*GUIDE PRICE **£39,000** 





See page 13 for viewing schedule

- Mid terrace property
- Two reception rooms
- Two bedrooms
- Ground floor bathroom
- Rear yard
- EPC D

Mr Daniel Berger Zatman & Co 1 The Cottages, Deva Centre, Trinity Way, Manchester, M3 7BE

0161 8322 500 daniel@bbszatman.co.uk

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

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\* Source: El Group



Semi-detached house

- Three bedrooms
- In need of modernisation
- Freehold
- EPC D

See page 13 for viewing schedule

#### **Legal Representative**

on their behalf

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

\*GUIDE PRICE **£70,000 plus** 

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

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

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



See page 13 for viewing schedule

First floor flat

- Two bedrooms
- In need of modernisation
- Leasehold
- Ground rent £10 per annum
- Lease 99 years
- EPC B

\*GUIDE PRICE £48,000 plus

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

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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

Milward Hall, Salisbury Street, Leek, Staffordshire ST13 5EE









Legal Representative
Ms Beverly Sutherland

Staffordshire County Council
2 Staffordshire Place, Wedgewood
Building, Tipping Street, Stafford,
ST16 2DH
01785 895735

bev. suther land@staffordshire.gov. uk

\*GUIDE PRICE **£73,000** 

- Former youth and community centre
- Suitable for alternative uses
- Large open plan first floor
- Lift and stair access
- Car park to the side
- EPC TBC

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



See page 12 for viewing schedule

- Two bed Victorian Cottage
- Two reception rooms
- Desirable village location
- In need of modernisation

EPC – F

#### **Legal Representative**

Ms Lisa Harding Hibberts LLP 25 Barker Street, Nantwich, Cheshire, CW5 5EN 01270 624225 Ilh@hibberts.com

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



- Spacious end terraced house
- Lounge & breakfast kitchen
- Three good sized bedrooms
- Modern double glazing
- Gas central heating
- Gardens front and rear
- In need of modernisation

Large mid terrace house

Close to Staffs University

Gas central heating

EPC - TBC

Potential of four letting rooms

EPC - TBC

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

#### **Legal Representative**

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



See page 13 for viewing schedule







#### **Legal Representative**

Miss Jessica Bromley Knights LLP Head Office The Brampton, Newcastle, Staffordshire, ST5 0QW, England 01782 619225 jessica.bromley@knights1759.co.uk

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

\*GUIDE PRICE £75,000 plus

23 Ercall View, Overdale, Telford, Shropshire TF3 5AP

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

- Mid-town house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC C

See page 13 for viewing schedule Legal Representative

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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



\*GUIDE PRICE £35,000 plus

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

Second floor flat

- Two bedrooms
- In need of modernisation
- Leasehold
- Ground rent £10 per annum
- Lease 99 years
- EPC D

See page 13 for viewing schedule

#### Legal Representative

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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





- Mid-terrace
- Two bedrooms
- Two reception
- First floor bathroom
- Far reaching views
- EPC F



John German Tel: 01889 567444

Email: uttoxeter@johngerman.co.uk

Apply: Auction Department Tel: 0800 090 2200 Email: auction@bjbmail.com

#### **Legal Representative**

Mr Andrew Burrows
Tinsdills Solicitors
10 Derby Street, Leek, Staffordshire,
ST13 5AW
01538 394103 DD
andrew.burrows@tinsdills.co.uk

## Proof of identity and address

A buyer's administration fee of £625 plus VAT is applicable to all lots sold at, pre or post auction

All successful bidders must provide proof of identity and address to the Auctioneers immediately after the fall of the hammer. (See page 6).

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

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

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Land To The Rear Of The Old Boars Head, High Street, \*GUIDE PRICE £125,000 plus Halmerend, Stoke-on-Trent, Staffordshire ST7 8AG



- Building land
- Planning permission
- 8 dwellings
- Associated parking
- EPC N/A
- PP ref 15/00588/REM



Mr Nick Mason Salmons 20-22 High Street, Maybank, Newcastle Under Lyme, Staffordshire, ST5 0JB 01782 621266 nick.mason@salmonssolicitors.net

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



See page 12 for viewing schedule

- Semi-detached house
- Three bedrooms
- Gas central heating
- Double glazing
- In need of modernisation
- EPC TBC

\*GUIDE PRICE £70,000 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.

#### **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



- End mews property
- Three bedrooms
- Driveway
- Gardens
- EPC D

#### **Legal Representative**

Mrs K Heath
Poole Alcock & Co Solicitors
6 Middlewich Road
Sandbach
Cheshire
CW11 1DL

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



\*GUIDE PRICE **£27,500** 

Please Note: This property is unsuitable for viewings.

- Mid terrace property
- In need of renovation and repair
- Built over three floor
- Extensive rear garden
- EPC TBC

#### **Legal Representative**

Miss Emma Evans Clarkes solicitors Hazledine House, Telford Centre, Telford, Shropshire, TF3 4JL 01952 278164 emma.evans@clarkeslaw.co.uk

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

\*GUIDE PRICE £75,000 plus

8 Festival Gardens, Wellington, Telford, Shropshire TF1 2JD

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

- Mid-town house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC C

See page 13 for viewing schedule Legal F

#### Legal Representative Miss Penny Mincher

Miss Penny Mincher
Wrekin Housing Trust Ltd
Colliers Way, Old Park, Telford,
Shropshire, TF3 4AW
01952 217057
Penny.Mincher@wrekinhousingtrust.
org.uk

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



\*GUIDE PRICE £48,000 plus

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

- Ground floor flat
- Two bedrooms
- In need of modernisation
- Leasehold
- Ground rent £10 per annum
- Lease 99 years
- EPC C

See page 13 for viewing schedule

#### Legal Representative

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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



on their behalf

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

- Mid-town house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC D

See page 13 for viewing schedule

#### **Legal Representative**

Miss Penny Mincher Wrekin Housing Trust Ltd Colliers Way, Old Park, Telford, Shropshire, TF3 4AW 01952 217057 Penny.Mincher@wrekinhousingtrust. org.uk

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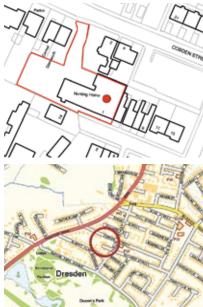
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\*GUIDE PRICE **£175,000** 





\*GUIDE PRICE **£46,000** 

Legal Representative TBC

- Former nursing & residential home
- 20 bedrooms, communal lounge, kitchen area and lift facility
- On-site parking
- Planning for 10 x 1 bedroom flats granted 19th August 2015 (Ref: 58468)
- EPC D

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



- Three bed terraced house
- Lounge & dining room
- Kitchen & bathroom
- Close to Crewe town centre
- In need of modernisation
- EPC F

See page 12 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

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



- See page 13 for viewing schedule

- Mid terraced house
- Two reception rooms
- Two bedrooms
- Rear yard
- EPC D

Sigma House, Lakeside, Festival

\*GUIDE PRICE **£45,000 plus** 

Way, Festival Park, Stoke-on-Trent, Staffordshire, ST1 5RY 01782 205000

howard.heath@beswicks.com

**Legal Representative** 

Mr Howard Heath

**Beswicks Solicitors** 

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



- End terrace property
- In need of modernisation
- Two reception rooms
- Garden to side and rear
- Popular residential area
- EPC D

\*GUIDE PRICE **£50,000** 





#### **Legal Representative**

Mrs Zoe Cartlidge Poole Alcock Solicitors 2a Lawton Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 2BJ 01270 876550 zoe.cartlidge@poolealcock.co.uk

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

41 East Street, Weston Coyney, Stoke-on-Trent, Staffordshire ST3 6QJ

\*GUIDE PRICE **£80,000** 



EPC - D



- Semi-detached property
- Three bedrooms
- Two reception rooms
- Tenanted
- Producing an income of £6,032 per annum
- Good size rear garden
- Open aspect to rear

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

#### **Legal Representative**

Mr Vinnie Mahmood Morris Blackmore Walters Ltd 69 High Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5TA 01782 903028 office@mbw-law.co.uk

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at buttersjohnbee.com and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

**Guide Price:** An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

**Reserve Price:** The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

butters john bee<sup>b</sup>









**Legal Representative** Mr Luke Humphries Fosters Law 67 High Street, Herne Bay, Kent, CT6 5LQ 01843 222543 luke.humphries@fosters-law.co.uk

Mid terraced property Three bedrooms

- Two reception rooms
- Parking to rear
- Council tax band A
- EPC D

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



- Substantial terrace property
- Formerly two properties
- Potential for development
- Suitable for a number of uses
- Subject to planning permission
- EPC D

\*GUIDE PRICE **£135,000** 





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

\*GUIDE PRICE £85,000 plus



See page 13 for viewing schedule





Legal Representative
Mr Roger Gough
Wains Solicitors
28 West Street, Congleton, Cheshire,
CW12 1JR
01260 279414
LisaBradshaw2@wainssolicitors.co.uk

\*GUIDE PRICE **£87,000** 

Mid terrace house

- Three bedrooms
- Three floors
- Close to town centre
- Gas central heating
- Double glazing
- Rear yard
- EPC TBC

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



End two bedroom terraced

- Parking for many vehicles
- Lounge & breakfast kitchen
- In need of modernisation
- EPC D

See page 12 for viewing schedule

#### Legal Representative

Mr Gareth J Lloyd Quality Solicitors Hopleys GMA 39 King Street, Wrexham, Clwyd, LL11 1HR, 01978291322 01978291322 gareth.lloyd@wrexhamsolicitors.co.uk

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



- Four bed student terraced
- Currently fully occupied
- £12,200 per annum
- Ideal investment property
- Close to Crewe Railway
- Close to amenities
- Close to University
- EPC E

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

#### **Legal Representative**

Mr Michael Wright Hall Smith Whittingham 172-174 Nantwich Road, Crewe, CW2 6BW 01270 212000 michaelwright@hswsolicitors.co.uk

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See page 12 for viewing schedule

\*GUIDE PRICE **£92,000** 





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

- Mid terrace house
- Three bedrooms
- · Lounge/diner, kitchen
- · Bathroom, separate WC
- Gardens
- PPC D

#### **Legal Representative**

Mr Henry Hutsby Hutsby Mees Solicitors 5/7a St Marys Grove, Stafford, ST16 2AT

01785 259211 hhutsby@hutsbymees.co.uk

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



\*GUIDE PRICE £65,000 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.

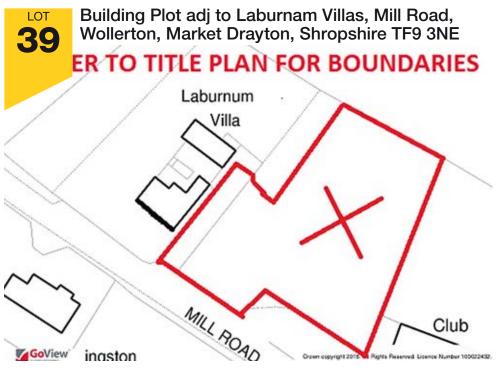
- Semi-detached house
- Two bedrooms
- Gas central heating
- UPVC double glazing
- In need of modernisation
- EPC C

See page 12 for viewing schedule

#### **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



- **Building plot**
- Approx 0.5 acre
- Outline PP for one dwelling. Shropshire Council: 14/05144/OUT
- EPC N/A

\*GUIDE PRICE £100,000 plus





**Legal Representative** 

Mary Davies Linder Myers Solicitors 29 High Street, Shrewsbury, Shropshire, FY1 1SQ 01743 231491 mary.davies@lindermyers.co.uk

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



- Detached house
- Two bedrooms
- Sought after residential location
- Deceptively spacious accommodation
- Detached garage and gardens
- EPC F

\*GUIDE PRICE **£150,000** 





**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

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

\*GUIDE PRICE **£125,000** 







Legal Representative

Mrs Emma Millington Beswicks Sigma House, Lakeside, Festival Way, Stoke-on-Trent, Staffordshire, ST1 5RY 01782 205000

\*GUIDE PRICE **£70,000** 

emma.millington@beswicks.com

- Detached bungalow
- Two bedrooms
- Lounge
- Dining kitchen
- Garage & parking
- Rural location
- Council tax band D
- EPC TBC

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



The seller is a registered social landlord and is therefore prohibited from selling a property to anyone

who is an employee or director of the seller, or was in the last twelve months an employee or director, or is a close relative of such a person or an agent

on their behalf.

- Mid terraced house
- Three bedrooms
- Double glazing and gas central heating
- Off road parking and garden to the rear
- EPC E

See page 12 for viewing schedule

#### **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



See page 12 for viewing schedule







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

\*GUIDE PRICE **£110,000** 

Semi-detached house

- Three bedrooms
- Gas central heating
- UPVC double glazing
- Two garages
- In need of modernisation
- EPC D

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



- Semi-detached property
- Two bedrooms
- Corner plot
- Garage & driveway
- EPC TBC

See page 13 for viewing schedule

#### **Legal Representative**

Ms Joanne Roberts
Terry Jones Solicitors
Terry Jones, Stafford Park 1, Telford,
Shropshire, TF3 3DE
01952 297979
joanner@terry-jones.co.uk

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

\*GUIDE PRICE £625,000 plus















- A prestigious Grade II Listed former care home within a site area of 0.75 acres
- Benefitting from planning for the conversion to form 12 apartments with associated parking and landscaping
- To form  $5 \times 1$  bedroom,  $5 \times 2$  bedroom and  $2 \times 3$  bedroom apartments
- Demolition of the newer build elements to the north and west elevations
- Planning Ref: 14/3215C
- Site area: 0.3 ha (0.75 acres)
- EPC NA

#### **Legal Representative**

Myersons Solicitors Regent Road Altrincham Cheshire WA14 1RX Tel. 0161 941 4000 Contact. Jeremy Lee Email Jeremy.Lee@myerson.co.uk

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

25 Russell Road, Sandyford, Stoke-on-Trent, Staffordshire ST6 5LS 46

See page 13 for viewing schedule







**Legal Representative** Mr J Manning Hibbert, Durrard & Moxon 144 Nantwich Road, Crewe, Cheshire, CW2 6BG 01270 215117 jhm@hibberts.com

- Mid-town house Gas central heating
- Double glazing
- Three bedrooms
- Rear garden
- EPC TBC

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

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Flats 1–6, Riverbank Mews, South Street, Stafford, Staffordshire ST16 2BH

\*GUIDE PRICE **£585,000** 





Legal Representative
Tedstone
Tedstone George & Tedstone Sols
Crown Bridge, Penkridge, Stafford,
Staffordshire, ST19 5AA
01785 712243
adam@tedstones.com

Six apartments

- Riverside location
- Well presented
- · Additional planning 16/24159/ful
- EPC C (1–6)

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



See page 12 for viewing schedule

- Semi-detached bungalow
- Two bedrooms
- Gas central heating
- UPVC double glazing
- Garage and driveway
- EPC D

\*GUIDE PRICE **£80,000** 



It is our understanding that a mining report shows an adit within 20 metres of the boundary of this property and therefore it is suggested that potential purchasers make their own enquiries of mortgage lenders as to whether the property is considered fit for mortgage purposes prior to making a bid at auction.

#### **Legal Representative**

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

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

16–18 Church Street, Rookery, Stoke-on-Trent,

\*GUIDE PRICE **£160,000** 







Legal Representative
Mr Chris Broadbent

CM Broadbent Close House Farm, Bibbys Lane, Macclesfield, Cheshire, SK10 2PJ cmb.law@zen.co.uk

- Pair of semi-detached homes sold as one lot
- Assured Shorthold Tenancy ending 30/04/2017 and 15/03/2017
- Annual gross income £11880.00
- Each property has:
- Two bedrooms
- One reception room

- Kitchen/Diner
- · First floor bathroom
- Parking space
- Rear garden
- Popular location
- EPC C/C

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

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\*GUIDE PRICE **£90,000** 





**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

- No upward chain
- Semi-detached house
- Three bedrooms
- First floor bathroom
- Gardens front and rear
- EPC D

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



See page 13 for viewing schedule

- Mid-terrace property
- Two reception rooms
- Two bedrooms
- In need of modernisation
- Yard to rear
- EPC G

\*GUIDE PRICE **£40,000** 





**Legal Representative** 

Mr Daniel Berger BBS Law 1 The Cottages, Deva Centre, Trinity Way, Manchester, M3 7BE 0161 8322 500 daniel@bbszatman.co.uk

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

\*GUIDE PRICE **£67,000** 



- Spacious bay fronted terrace
- Two reception rooms
- Two bedrooms & box room
- Kitchen & large bathroom
- Utility area and W.C
- In need of modernisation
- EPC F

See page 12 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

# Proof of identity and address

A buyer's administration fee of £625 plus VAT is applicable to all lots sold at, pre or post auction

All successful bidders must provide proof of identity and address to the Auctioneers immediately after the fall of the hammer. (See page 6).

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

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

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www.buttersjohnbee.com

\*GUIDE PRICE **£78,000** 



- Two bedroom semi detached
- Driveway & detached garage
- Lounge & kitchen
- EPC E

See page 12 for viewing schedule

#### **Legal Representative**

Ms Gillian Stretch Speakman & Co 180 Nantwich Road, Crewe, CW2 6BS 01270 214237 gillian@speakman.co.uk

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



See page 12 for viewing schedule

- Semi-detached house
- Four bedrooms
- · Gas central heating
- Double glazing
- In need of modernisation
- EPC TBC

\*GUIDE PRICE **£120,000 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.

#### **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

\*GUIDE PRICE **£91,000** 



Three bed semi detached

- Large open plan lounge
- Dining kitchen
- Driveway & detached garage
- Gardens to the front & rear
- In need of modernisation
- EPC TBC

See page 12 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

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\* Source: El Group



See page 13 for viewing schedule







**Legal Representative** Ms Louise Clarke **Beeston Shenton Solicitors** 5 Middlewich Road, Sandbach, Cheshire, CW11 1XR 01270 750057 louise.clarke@beestonshenton.co.uk

Mid terrace house

- In need of modernisation
- Two reception rooms
- Two bedrooms
- Rear yard
- Brick built outbuildings
- EPC G

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



- Semi-detached home
- Parking to front
- Garden to rear
- Cellar and loft conversion
- In need of modernisation
- EPC E

\*GUIDE PRICE **£90,000** 





**Legal Representative** Mrs Kerry Dundas Myers & Co Solicitors 33/43 Price Street, Burslem, Stokeon-Trent, Staffordshire, ST6 4JJ 01782 577000 kerry.dundas@myerssolicitors.co.uk

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

\*GUIDE PRICE **£38,000** 







- Two reception rooms
- Two bedrooms
- In need of modernisation
- Yard area to rear
- PPC E





Legal Representative
Miss Saiqa Bi
Young & Co Solicitors
Edward House, Uttoxeter
Road, Longton, Stoke-on-Trent,
Staffordshire, ST3 1WZ
01782 339200
conveyancing@youngandco.com

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

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27 Sloane Way, Stoke-on-Trent, Staffordshire ST4 3QZ

\*GUIDE PRICE **£38,000** 

It is a ground floor 999 year leasehold flat and is owned in the style of a Tyneside flat. Please see legal pack for further details.

See page 13 for viewing schedule

- One bedroom maisonette flat
- In need of modernisation
- Off road parking
- Double glazing
- · Council tax band A
- FPC F

#### **Legal Representative**

Mr Nick Green Smith Partnership 45 High Street, Burton-on-Trent, Staffordshire, DE14 1JP 01283 492967 nick.green@smithpartnership.co.uk

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







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## **Notes**



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- make an informed decision on whether to go ahead with buying the property;
- decide what is a reasonable price to pay for the property;
- take account of any repairs or replacements the property needs and
- consider if you need any further advice before exchanging contracts.

The report is colour coded to make it easy to see if and where there are problems with the property.



Total Control

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## **Notes**

### **Common Auction Conditions**

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

#### Glossary

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

Wherever it makes sense

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

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

**Addendum** An amendment or addition to the **conditions** or to the **particulars** or to both

whether contained in a supplement to the **catalogue**, a written notice from the auctioneers or an oral announcement at the **auction**.

Agreed completion date Subject to condition G9.3:

(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

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

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

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

Auction The auction advertised in the catalogue

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

**Auctioneers** The auctioneers at the **auction**.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lot Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any) Old arrears Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

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

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

**Price** The price that the **buyer** agrees to pay for the **lot**. **Ready to complete** Ready, willing and able to complete: if

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

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

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

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

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

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

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

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

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

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

VAT option An option to tax.

We (and us and our) The auctioneers.

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

#### Important notice

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

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

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

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

A5.5

- 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.
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.

#### **General Conditions**

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

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

#### G1 The lot

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

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

(b) matters registered or capable of registration by any competent

authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoings and other liabilities; (g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and (i) anything the **seller** does not and could not reasonably know about.

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

G1.9 The buyer buys with full knowledge of:

(a) the documents, whether or not the buyer has read them; and

(b) the place is a condition of the left and what sould

(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 apent 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 coverant set out in section 3 of the Law of

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

#### G5 Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

#### G6 Completion

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

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

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

(b) the release of any deposit held by a stakeholder.

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

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

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

#### G7 Notice to complete

- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to** complete.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

(a) terminate the contract;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it; (d) resell the **lot**: and

(e) claim damages from the buver.

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

(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 by neach 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"

"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 chick within five.

(c) it in estimate years the buyer locked in the settler 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 V

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.

i.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

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 TUPI

- G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

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

This notification must be given to the **buyer** not less than 14 days before **completion**. (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion. (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

#### G21 Environmental

- G21.1 This condition G21 only applies where the **special** conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

#### G22 Service Charge

- G22.1 This **condition** G22 applies where the lot is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

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

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

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

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary

adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

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

#### G23. Rent reviews

- G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:

  (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

#### G24 Tenancy renewals

- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:

  (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;

  (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

  (c) if any increased text is recovered from the tenant.

(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

(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

- 327.1 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.
- 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.

G27.2 This condition G27.2 applies where the lot comprises

#### 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.
- (28.2 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.

#### 30 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

Date	
Name and address of <b>seller</b>	Name and address of <b>buyer</b>
Tel:	Tel:
Lot	
Deposit paid £	
The <b>seller</b> agrees to sell and the <b>buyer</b> agrees to buy the <b>I</b> This agreement is subject to the <b>sale conditions</b> so far as	ot for the price.
We acknowledge receipt of the deposit	
Signed by the <b>buyer</b>	
Signed by us as agent for the <b>seller</b>	
The <b>seller's</b> conveyancer is	The <b>buyer's</b> conveyancer is
Name	Name
Address	Address
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 <b>by telephone</b> / <b>by p</b> i	'oxy / online (please circle your p	oreferred option)	
Date of Auction		Lot Numbers	
Address of Lot			
(Please include separate list of addresses f	or multiple lots)		
Maximum Bid Price £ (The Auctioneers will not bid beyor			
☐ I would like to be contacted to	nake deposit payment by del	bit card.	
☐ I enclose herewith my cheque f (plus VAT) made payable to but		£1,000 minimum) £	plus the administration fee of £625
Purchaser's Details			
Full Name			
Company			
Address			
		Postcodo	
Telephone: Business	Home		Mobile
Please specify which number to us	se for telephone bidding or ar	nother number if different fro	m one of the above
Solicitors			
		Postcodo	
		FOSICOGE	
For the attention of		Telephone	
Signature of Prospective Purchase	r		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

- 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.
- 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.
- 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.
- 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.
- 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.
- 3. 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.
- 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.
- 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 bjb

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