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 10 October 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

offered in conjunction with...



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

Monday 10 October 2016 - 6.30pm start



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



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Buyer's registration form

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

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

Buyer's Administration Fee

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

Signing contracts and paying 10% deposit money

After the administration process, you will be taken to the solicitor to sign the contract and pay the deposit money.			
Lot No(s):			
Property:			
Bidder's Name:	Buyer's Name:		
Bidder's Co:	Buyer's Co:		
Tel. No:	Tel. No:		
Email:			
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

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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.





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Order of sale (unless previously sold or withdrawn)

The Best Western Moat House Hotel, Stoke-on-Trent, Staffordshire, ST1 5BQ Monday 10 October 2016 at 6.30pm

- 1 9 Wellington Street, Hanley, Stoke-on-Trent, Staffordshire ST1 3RA
- 27 Darnley Street, Shelton, Stoke-on-Trent, Staffordshire ST4 2BH
- 3 47 Parklands, Wellington, Telford, Shropshire TF1 3EG
- 4 21 Cedar Close, Rock Bank, Telford, Shropshire TF3 5BW
- 5 Unit 2, 22b Noble Street, Wem, Shropshire SY4 5DZ
- 6 Keddington, Tern Hill Road, Market Drayton, Shropshire TF9 3PR
- 7 Stowford Cottage, Weston Road, Crewe, Cheshire CW1 5XW
- 8 99 Richmond Street, Penkhull, Stoke-on-Trent, Staffordshire ST4 7DZ
- 9 64 Parklands, Wellington, Telford, Shropshire TF1 3EG
- 10 66 Hayward Avenue, Donnington, Telford, Shropshire TF2 8DG
- 11 23 County Road, Stafford, Staffordshire ST16 2PU
- 12 3 Springhill Close, Madeley, Telford, Shropshire TF7 4DA
- 13 78 Herbert Street, Crewe, Cheshire CW1 5LZ
- 14 21 Lindley Street, Cobridge, Stoke-on-Trent, Staffordshire ST6 2DW
- 15 29 Wealdstone, Woodside, Telford, Shropshire TF7 5PS
- 16 87 Park Road, Donnington, Telford, Shropshire TF2 8BP
- 17 87 Upper Milehouse Lane, Newcastle-under-Lyme, Staffordshire ST5 9JZ
- 18 30 Rowley Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire
- 19 80 Constantine Way, Bilston, Wolverhampton WV14 8GX
- 20 16 Shropshire Street, Market Drayton, Shropshire TF9 3BY
- 21 107 St Matthews Road, Donnington, Telford, Shropshire TF2 7NZ
- 22 93 Westbourne, Woodside, Telford, Shropshire TF7 5QL
- 23 Flat 1 and Flat 2, 50a Broomhill Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 5JD
- 24 11 Farm Lodge Grove, Malinslee, Telford, Shropshire TF3 2HP
- 25 11 Oakengates Road, Donnington, Telford, Shropshire TF2 8BY
- **26** LOT WITHDRAWN
- 27 19 Middlewich Street, Crewe, Cheshire CW1 4BS
- 28 101 Madison Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 5HS
- 29 3 Wharf Terrace, Madeley Heath, Crewe, Cheshire CW3 9LW
- **30** 9 New Street, Elworth, Sandbach, Cheshire CW11 3JF
- **31** 281 Oxford Gardens, Stafford, Staffordshire ST16 3JQ
- 32 23 Charlecote Park, Telford, Shropshire TF3 5HB
- 33 7 Farm Lodge Grove, Malinslee, Telford, Shropshire TF3 2HP
- 34 Land at 32 High Street, Mow Cop, Stoke-on-Trent ST7 3NZ
- **35** 372 Waterloo Road, Cobridge, Stoke-on-Trent, Staffordshire ST1 5EH
- 36 9 Brockley Square, Hanley, Stoke-on-Trent, Staffordshire ST1 5LY
- 37 10 Trinity Street, Hanley, Stoke-on-Trent, Staffordshire ST1 5LA

- **38** Premises at Bournes Bank, Burslem, Stoke-on-Trent, Staffordshire ST6 3FA
- 39 Land at Smithy Bungalow, Adderley, Market Drayton, Shropshire TF9 3TD
- 40 5 Royden Avenue, Northwood, Stoke-on-Trent, Staffordshire ST1 6AW
- 41 Land at Slacken Lane, Talke, Stoke-on-Trent, Staffordshire ST7 1NQ
- **42** 218 King Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3EN
- 43 68 Wistaston Road, Willaston, Nantwich, Cheshire CW5 6QL
- 44 256 High Street, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6LJ
- 45 24 Flash Lane, Trent Vale, Stoke-on-Trent, Staffordshire ST4 5QZ
- **46** Apartments 1 & 2 Foxhaven, Marston Road, Stafford, Staffordshire ST16 3BU
- 47 6 St Bernards Road, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6HH
- 48 36 Hilltop Avenue, Newcastle-under-Lyme, Staffordshire ST5 0QF
- 49 8 Oakland Avenue, Haslington, Crewe, Cheshire CW1 5PB
- **50** 4 Albion Street, Hanley, Stoke-on-Trent, Staffordshire ST1 1QH
- 51 Bridgnorth House, Bridgnorth Road, Telford, Shropshire TF7 4JB
- 52 24 Hightown, Crewe, Cheshire CW1 3BS
- 53 27 Turner Street, Birches Head, Stoke-on-Trent, Staffordshire ST1 2ND
- 54 341 & 341a Ruxley Road, Bucknall, Stoke-on-Trent, Staffordshire ST2 9AZ
- 55 12 Glendale Street, Burslem, Stoke-on-Trent, Staffordshire ST6 2EP
- 56 11 Carr Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SP
- **57** 7 Trubshaw Place, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4SB
- 58 18 Holding Crescent, Halmer End. Stoke-on-Trent, Staffordshire ST7 8AS
- 59 51 Middlewich Street, Crewe, Cheshire CW1 4DA
- 60 Sunny View, Middlewich Road, Wistaston, Cheshire CW5 6PB
- 61 The Bank House, Stafford Street, Eccleshall, Stafford ST21 6BH
- 62 10 Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7NA
- 63 12 Meadow Road, Barlaston, Stoke-on-Trent, Staffordshire ST12 9EJ
- 5 Turner Avenue, Wood Lane, Bignall End, Stoke-on-Trent, Staffordshire ST7 8PF
- **65** Kent Green Chapel, Cinderhill Lane, Scholar Green, Stoke-on-Trent, Staffordshire ST7 3HR
- 66 LOT WITHDRAWN
- 67 11 Church Street, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6.IO
- 68 203 City Road, Fenton, Stoke-on-Trent, Staffordshire ST4 2PL
- 69 19 Fanshawe Walk, Crewe, Cheshire CW2 6LU
- 70 5 Wistaston Avenue, Crewe, Cheshire CW2 8QR
- 71 20 Rutland Street, Hanley, Stoke-on-Trent, Staffordshire ST1 5JG
- **72** 92 Meredith Street, Crewe, Cheshire CW1 2PL
- 73 10 Hungerford Terrace, Crewe, Cheshire CW1 6HF
- 74 10 Oakshaw Grove, Trentham, Stoke-on-Trent, Staffordshire ST4 8UB

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Order of sale in alphabetical order

LOT	ADDRESS	
50	4	Albion Street, Hanley, Stoke-on-Trent, Staffordshire ST1 1QH
38	Premises at	Bournes Bank, Burslem, Stoke-on-Trent, Staffordshire ST6 3FA
51	Bridgnorth House	Bridgnorth Road, Telford, Shropshire TF7 4JB
36	9	Brockley Square, Hanley, Stoke-on-Trent, Staffordshire ST1 5LY
23	Flat 1 and Flat 2, 50a	Broomhill Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 5JD
56	11	Carr Street, Packmoor, Stoke-on-Trent, Staffordshire ST7 4SP
4	21	Cedar Close, Rock Bank, Telford, Shropshire TF3 5BW
32	23	Charlecote Park, Telford, Shropshire TF3 5HB
67	11	Church Street, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6JQ
65	Kent Green Chapel	Cinderhill Lane, Scholar Green, Stoke-on-Trent, Staffordshire ST7 3HR
68	203	City Road, Fenton, Stoke-on-Trent, Staffordshire ST4 2PL
19	80	Constantine Way, Bilston, Wolverhampton WV14 8GX
11	23	County Road, Stafford, Staffordshire ST16 2PU
2	27	Darnley Street, Shelton, Stoke-on-Trent, Staffordshire ST4 2BH
69	19	Fanshawe Walk, Crewe, Cheshire CW2 6LU
62	10	Farcroft Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7NA
24	11	Farm Lodge Grove, Malinslee, Telford, Shropshire TF3 2HP
33	7	Farm Lodge Grove, Malinslee, Telford, Shropshire TF3 2HP
45	24	Flash Lane, Trent Vale, Stoke-on-Trent, Staffordshire ST4 5QZ
55	12	Glendale Street, Burslem, Stoke-on-Trent, Staffordshire ST6 2EP
10	66	Hayward Avenue, Donnington, Telford, Shropshire TF2 8DG
13	78	Herbert Street, Crewe, Cheshire CW1 5LZ
34	Land at 32	High Street, Mow Cop, Stoke-on-Trent ST7 3NZ
44	256	High Street, Silverdale, Newcastle-under-Lyme, Staffordshire ST5 6LJ
52	24	Hightown, Crewe, Cheshire CW1 3BS
48	36	Hilltop Avenue, Newcastle-under-Lyme, Staffordshire ST5 0QF
58	18	Holding Crescent, Halmer End, Stoke-on-Trent, Staffordshire ST7 8AS
73	10	Hungerford Terrace, Crewe, Cheshire CW1 6HF
42	218	King Street, Fenton, Stoke-on-Trent, Staffordshire ST4 3EN
14	21	Lindley Street, Cobridge, Stoke-on-Trent, Staffordshire ST6 2DW
28	101	Madison Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 5HS
46	Apartments 1 & 2 Foxhaven	Marston Road, Stafford, Staffordshire ST16 3BU
63	12	Meadow Road, Barlaston, Stoke-on-Trent, Staffordshire ST12 9EJ
72	92	Meredith Street, Crewe, Cheshire CW1 2PL
60	Sunny View	Middlewich Road, Wistaston, Cheshire CW5 6PB
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LOT	ADDRESS	
27	19	Middlewich Street, Crewe, Cheshire CW1 4BS
59	51	Middlewich Street, Crewe, Cheshire CW1 4DA
30	9	New Street, Elworth, Sandbach, Cheshire CW11 3JF
5	Unit 2, 22b	Noble Street, Wem, Shropshire SY4 5DZ
25	11	Oakengates Road, Donnington, Telford, Shropshire TF2 8BY
49	8	Oakland Avenue, Haslington, Crewe, Cheshire CW1 5PB
74	10	Oakshaw Grove, Trentham, Stoke-on-Trent, Staffordshire ST4 8UB
31	281	Oxford Gardens, Stafford, Staffordshire ST16 3JQ
16	87	Park Road, Donnington, Telford, Shropshire TF2 8BP
3	47	Parklands, Wellington, Telford, Shropshire TF1 3EG
9	64	Parklands, Wellington, Telford, Shropshire TF1 3EG
8	99	Richmond Street, Penkhull, Stoke-on-Trent, Staffordshire ST4 7DZ
18	30	Rowley Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7NP
40	5	Royden Avenue, Northwood, Stoke-on-Trent, Staffordshire ST1 6AW
71	20	Rutland Street, Hanley, Stoke-on-Trent, Staffordshire ST1 5JG
54	341 & 341a	Ruxley Road, Bucknall, Stoke-on-Trent, Staffordshire ST2 9AZ
20	16	Shropshire Street, Market Drayton, Shropshire TF9 3BY
41	Land at	Slacken Lane, Talke, Stoke-on-Trent, Staffordshire ST7 1NQ
39	Land at	Smithy Bungalow, Adderley, Market Drayton, Shropshire TF9 3TD
12	3	Springhill Close, Madeley, Telford, Shropshire TF7 4DA
47	6	St Bernards Road, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6HH
21	107	St Matthews Road, Donnington, Telford, Shropshire TF2 7NZ
61	The Bank House	Stafford Street, Eccleshall, Stafford ST21 6BH
6	Keddington	Tern Hill Road, Market Drayton, Shropshire TF9 3PR
37	10	Trinity Street, Hanley, Stoke-on-Trent, Staffordshire ST1 5LA
57	7	Trubshaw Place, Kidsgrove, Stoke-on-Trent, Staffordshire ST7 4SB
64	5	Turner Avenue, Wood Lane, Bignall End, Stoke-on-Trent, Staffordshire ST7 8PF
53	27	${\it Turner Street, Birches Head, Stoke-on-Trent, Staffordshire ST1\ 2ND}$
17	87	Upper Milehouse Lane, Newcastle-under-Lyme, Staffordshire ST5 9JZ
35	372	Waterloo Road, Cobridge, Stoke-on-Trent, Staffordshire ST1 5EH
15	29	Wealdstone, Woodside, Telford, Shropshire TF7 5PS
1	9	Wellington Street, Hanley, Stoke-on-Trent, Staffordshire ST1 3RA
22	93	Westbourne, Woodside, Telford, Shropshire TF7 5QL
7	Stowford Cottage	Weston Road, Crewe, Cheshire CW1 5XW
29	3	Wharf Terrace, Madeley Heath, Crewe, Cheshire CW3 9LW
70	5	Wistaston Avenue, Crewe, Cheshire CW2 8QR
43	68	Wistaston Road, Willaston, Nantwich, Cheshire CW5 6QL

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Viewing schedule

Viewing Schedule for properties in and around Crewe on Friday 16th and 23rd and 30th September and 7th October 2016 also Saturday 17th and 24th September and 1st and 8th October 2016

LOT	ADDRESS	TIME
13	78 Herbert Street, Sydney, Crewe, Cheshire, CW1 5LZ	09.30–10.00
27	19 Middlewich Street, Crewe, Cheshire, CW1 4BS	10.15–10.45
59	51 Middlewich Street, Crewe, Cheshire, CW1 4DA	11.00–11.30
72	92 Meredith Street, Crewe, Cheshire, CW1 2PL	11.45–12.15
73	10 Hungerford Terrace, Crewe, Cheshire, CW1 6HF	13.15–13.45
7	Stowford Cottage, Weston Road, Crewe, Cheshire, CW1 5XW	14.00–14.30

Viewing Schedule for Commercial properties Thursday 22nd Sept, Thursday 29th Sept and Thursday 6th October 2016

LOT	ADDRESS	TIME
68	203 City Road, Fenton, Stoke-on-Trent, Staffordshire, ST4 2PL	2.30pm

Thursday 22nd September and 6th October

LOT	ADDRESS	TIME
20	16 Shropshire Street, Market Drayton, Shropshire, TF9 3BY	4.00pm

Auction Department 0800 090 2200

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

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Viewing schedule (contd)

Viewing Schedule for properties in and around Newcastle on Monday 19th September, Thursday 22nd September, Monday 26th September, Thursday 29th September, Saturday 1st October, Thursday 6th October, Monday 10th October

LOT	ADDRESS	TIME
63	12 Meadow Road, Barlaston, Stoke-on-Trent, ST12 9EJ	9.30am–9.45am
45	24 Flash Lane, Trent Vale, Stoke-on-Trent, ST4 5QZ	10.00am-10.15am
8	99 Richmond Street, Penkhull, Stoke-on-Trent, ST4 7DZ	10.25am-10.40am
48	36 Hilltop Avenue, Basford, Newcastle, ST5 0QF	11.10am-11.25am
17	87 Milehouse Lane, Newcastle, ST5 9JZ	11.40am-11.55am
62	10 Farcroft Avenue, Chesterton, Newcastle, ST5 7NA	12.05pm-12.20pm
18	30 Rowley Avenue, Chesterton, Newcastle, ST5 7NL	12.30pm-12.45pm
64	5 Turner Avenue, Wood Lane, Stoke-on-Trnt, ST7 8PF	1.00pm-1.15pm
58	18 Holding Crescent, Halmerend, Stoke-on-Trent, ST7 8AS	1.25pm-1.40pm
47	6 St Bernard's Road, Knutton, Newcastle, ST5 6HH	1.50pm-2.05pm
44	256 High Street, Silverdale, Newcastle, ST5 6LJ	2.15pm-2.30pm
67	11 Church Street, Silverdale, Newcastle, ST5 6JQ	2.40pm-2.55pm
29	3 Wharf Terrace, Madeley Heath, Crewe, CW3 9LW	3.05pm-3.20pm
6	Keddington, Tern Hill Road, Market Drayton, TF9 3PR (N.B. see website for directions to Keddington as sat nav may mis-direct)	4pm-4.20pm

Auction Department 0800 090 2200

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

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Viewing schedule (contd)

Viewing Schedule for Properties in and around Telford on Saturday 17th September, Thursday 22nd September, Thursday 29th September and Thursday 6th October

LOT	ADDRESS	TIME
15	29 Wealdstone, Woodside, Telford, Shropshire, TF7 5PS	09.00–09.20
22	93 Westbourne, Woodside, Telford, Shropshire, TF7 5QL	09.30–09.45
12	3 Springhill Close, Madeley, Telford, Shropshire, TF7 4DA	10.05–10.25
32	23 Charlecote Park, Telford, Shropshire, TF3 5HB	10.50–11.05
04	1 Cedar Close, Rock Bank, Telford, Shropshire, TF3 5BW	11.15–11.30
03	47 Parklands, Wellington, Telford, Shropshire, TF1 3EG	12.00–12.15
09	64 Parklands, Wellington, Telford, Shropshire, TF1 3EG	12.20–12.35
16	87 Park Road Donnington, Telford, Shropshire, TF2 8BP	13.30–13.45
25	11 Oakengates Road, Donnington, Shropshire, Telford, TF2 8BY	13.50–14.05
10	66 Hayward Avenue, Donnington, Telford, Shropshire, TF2 8DG	14.15–14.30
21	107 St Matthews Road, Donnington, Telford, Shropshire, TF2 7NZ	14.40–14.55

Viewing Schedule for properties in and around Hanley on Tuesday 27th September, Friday 30th September, Tuesday 4th October 2016, Friday 7th October 2016

LOT	PROPERTY	TIME
2	27 Darnley Street, Shelton, Stoke-on-Trent, ST4 2BH	9.20
54	341 & 341a Ruxley Road, Stoke-on-Trent, ST2 9AZ	9.50
53	27 Turner Street, Birches Head, Stoke-on-Trent, ST1 2ND	10.30
71	20 Rutland Street, Hanley, Stoke-on-Trent, ST1 5JG	11.00
1	9 Wellington Street, Hanley, Stoke-on-Trent, ST1 3RA	11.30
14	21 Lindley Street, Cobridge, Stoke-on-Trent, ST6 2DW	12.00
55	12 Glendale Street, Burslem, Stoke-on-Trent, ST6 2EP	12.30
35	372 Waterloo Road, Cobridge, Stoke-on-Trent, ST1 5EH	13.00
23	Flat 1 & 20, 50a Broomhill Street, Stoke-on-Trent, ST6 5JD	13.30
28	101 Madison Street, Tunstall, Stoke-on-Trent, ST6 5HS	14.00

Auction Department 0800 090 2200

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

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Second floor flat

Two bedrooms

Double glazed

EPC - TBC

See page 12 for viewing schedule

*DECLARED RESERVE £30,000





Legal Representative Mrs Suzanne Doherty **Grindeys Solicitors** Glebe Court, Glebe Street, Stoke, Stoke-on-Trent, Staffordshire, ST4 1ET 01782 846441 suzanne.doherty@grindeys.com

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



Mid terrace property

- Two bedrooms
- Two receptions
- Close to Staffordshire University
- EPC E

*GUIDE PRICE **£50,000 plus**





Legal Representative Miss Leanne Gwinneth **Dicksons Solicitors** 30-36 Cheapside, Hanley, Stoke-on-Trent, Staffordshire, ST1 1HQ 01782 262424 leanne.gwinneth@dicksonssolicitors. co.uk

See page 12 for viewing schedule

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

*GUIDE PRICE **£80,000 plus**

Shropshire TF1 3EG

47 Parklands, Wellington, Telford,

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

See page 12 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

21 Cedar Close, Rock Bank, Telford, Shropshire TF3 5BW

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

- Mid-town house
- Two bedrooms
- In need of modernisation
- Freehold
- EPC TBC

See page 12 for viewing schedule

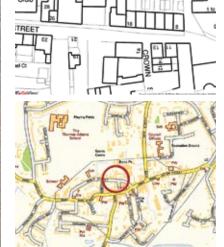
Legal Representative

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

Unit 2, 22b Noble Street, Wem, Shropshire SY4 5DZ

*GUIDE PRICE £35,000 plus



- Former workshop/garage
- Full pp to convert to house
- App No: 16/01843/FUL
- Shropshire Council
- Town centre position
- EPC F

Legal Representative

Ms Ceri Wilkinson Sam Hawking & Co 65a Station Road, Port Talbot, SA13 1NW 01639 884 884 ceri@samhawkins.co.uk

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

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* Source: El Group



See page 11 for viewing schedule

*GUIDE PRICE £100,000 plus





Legal Representative

Ms Sally Butter Graham Withers and Co 46 Cheshire Street, Market Drayton, Shropshire, TF9 1PQ 01630 657222 sally.butter@grahamwithers.co.uk

Extended detached bungalow

- Two bedrooms
- Two bathrooms
- Large double garage
- Oil central heating
- Double glazing
- Plot of approx. 0.34 acre
- EPC TBC

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



- Character semi-detached cottage
- Two receptions
- Three bedrooms
- Outbuildings & garden
- Desirable semi-rural area
- EPC F

*GUIDE PRICE **£110,000**

Legal Representative

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

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

99 Richmond Street, Penkhull, Stoke-on-Trent, Staffordshire ST4 7DZ

*GUIDE PRICE **£60,000 plus**



Note: The seller of the property is a relative of an employee of butters john bee.

See page 11 for viewing schedule

- Mid-terraced house
- Two bedrooms
- Approved loft conversion
- First floor bathroom
- Gas central heating
- Majority double glazing
- PPC F

Legal Representative

Ms Rebecca Lea Tinsdills Solicitors 47 High Street, Sandbach, Cheshire, CW11 1ST 01782 612311 rebecca.lea@tinsdills.co.uk

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

Attention all Landlords!

You are invited to a

FREE Landlords Open Day

Here at our Macclesfield branch on Sunday 25th September from 10am to 4pm

Please call in or contact James Chappell on 01625 869996 for more details

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*GUIDE PRICE £85,000 plus



See page 12 for viewing schedule

Semi-detached house

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

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

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

Open Day for Landlords!

We are holding a unique Open Day for Landlords. The Open Day takes place at their Macclesfield branch on Sunday, 25th September from 10am until 4pm with their specialist ARLA qualified letting team on hand to help you. In addition, there will be financial, tax and legal advisors available to provide free information and advice throughout the day.

Letting your property can be a complex process; over the last 12 months more new legislation and regulations have been introduced than the previous 10 years combined! It is an ideal time to hold an Open Day to provide Landlords and potential buy to let property owners with the very best, up-to-date advice.

On the day, we are offering substantial discounts and free information packs to all new Landlords in attendance. The event gives everyone the opportunity to meet fellow local Landlords, swap ideas and give direction on where the local property market is going.

Anyone interested is welcome to call into our Macclesfield branch in Mill Street branch, between 10am and 4pm on Sunday 25th September. Light refreshments will be available throughout the day.

You can find out more by calling James Chappell on 01625 869996.

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www.buttersjohnbee.com

*GUIDE PRICE **£55,000 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
- Three bedrooms
- In need of modernisation
- Freehold
- EPC TBC

See page 12 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 **£80,000**

Legal Representative

Paul Slater Hand Morgan and Owen 17 Martin Street, Stafford, ST16 2LF (0)1785 211411 pslater@hmo.co.uk

- End Terraced House
- One Bedroom
- Loft Space
- Lounge
- EPC E

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

*GUIDE PRICE **£80,000**









Legal Representative
Miss Yvonne Masters
Terry Jones Solicitors
7 Hollinswood Court, Stafford Park 1,
Telford, Shropshire, TF3 3DE
01952 297979
yvonnem@terry-jones.co.uk

*GUIDE PRICE **£200,000**

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

Semi-detached property

Lounge & kitchen diner

Three bedrooms

EPC - E

Close to amenities



- Detached three bed cottage
- Substantial plot
- Lapsed outline planning for four bungalows
- Parking for numerous cars
- In need of modernisation
- Well regarded location
- EPC E

See page 10 for viewing schedule

Legal Representative

Mr Johnathan Manning Hibberts LLP Solicitors 144 Nantwich Road, Crewe, CW2 6BG 01270215117 jhm@hibberts.com

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

See page 12 for viewing schedule

*GUIDE PRICE **£41,000 plus**





Legal Representative

Mr Shah Syeds Solicitors 80 Sherlock Street, Birmingham **B5 6LT** 0121 666 6605 syedssolicitor@hotmail.co.uk

Mid terraced house

- Gas central heating
- Double glazing
- Two bedrooms
- Two reception rooms
- Rear yard
- EPC F

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



See page 12 for viewing schedule

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

*GUIDE PRICE £60,000 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

*GUIDE PRICE **£62,000 plus**

Shropshire TF2 8BP

87 Park Road, Donnington, Telford,

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

The seller is a registered social

- Mid-town house
- Three bedrooms
- In need of modernisation
- Freehold
- PPC E

See page 12 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 **£89,000 plus**

- Semi-detached house
- Extended to rear
- Two bedrooms
- Double glazing
- Gas central heating
- In need of modernisation
- EPC TBC

See page 11 for viewing schedule

Legal Representative

Mr Kevin Carroll Brown & Corbishley Solicitors 11 The Commons, Sandbach, Cheshire, CW11 1EG 01270 768033

k.carroll@brownandcorbishley.co.uk

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

30 Rowley Avenue, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 7NP

*GUIDE PRICE £60,000 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-townhouse
- Three bedrooms
- Gas central heating
- Double glazing
- In need of modernisation
- EPC C

See page 11 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

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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*GUIDE PRICE **£175,000**



- A MILES
- Legal Representative

Ms Rita Smith Rowland Tildesley & Harris Solicitors 1 Rosehill, Willenhall, West Midlands, WV13 2AR 01902 366571 rita.smith@rthlaw.co.uk

- Modern detached residence
- Four bedrooms
- Conservatory
- EPC E

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



See page 10 for viewing schedule

- Mixed use Investment
- Town Centre Location
- Current Income: £10,020pa
- Ground Floor let on 3 year lease until 25th November 2018
- First floor let by way of AST
- EPC D (79)

*GUIDE PRICE **£85,000 plus**





Legal Representative Mike Travis, Chafes Solicitors 21–23 Union Road, New Mills, High

Peak, SK22 3EL Tel: 01663 743344 mike.travis@chafes.co.uk

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



See page 12 for viewing schedule

*GUIDE PRICE **£62,000 plus**

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

It is our understanding that the property has suffered structural movement and therefore it is suggested that potential purchaser's carry out their own structural investigations prior to making a bid at auction.

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

Legal Representative

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

*GUIDE PRICE £60,000 plus

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

93 Westbourne, Woodside, Telford, Shropshire TF7 5QL

See page 12 for viewing schedule

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

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

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

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

See page 12 for viewing schedule

*GUIDE PRICE **£64,000 plus**





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

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

Large end terraced property

Split into two flats

Both with two beds

Gas central heating

Rear yard EPC - D



- First floor flat
- Two bedrooms
- Currently let at £465 pcm / £5,580 per annum
- PPC B

*GUIDE PRICE **£50,000**

Legal Representative

Ms Fatema Miah Saffron Solicitors The CIBA Building, 146 Hagley Road, Birmingham, B16 9NX 0121 4549040 commercial@saffronsolicitors.com

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

*GUIDE PRICE **£58,000 plus**



See page 12 for viewing schedule

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

The seller is a registered social

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- EPC D

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

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

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

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*GUIDE PRICE **£150,000**



- Industrial Warehouse Unit
- 4,704sq ft (437sq m)
- · Eaves height of 7.26m
- Freehold
- On-site parking
- EPC TBC

Legal Representative

Mr Kevin Bowden Whiteheads 14 Chapel Street, Cheadle, Staffordshire, ST10 1DY 01538 755 761 mailbox@ericwhitehead.co.uk

*GUIDE PRICE **£46,000**

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



- Two-bedroom terraced house
- Two reception rooms
- Large garden to the rear
- · Close to town centre
- Close to amenities
- EPC TBC

See page 10 for viewing schedule

Legal Representative

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

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

101 Madison Street, Tunstall, Stoke-on-Trent, Staffordshire ST6 5HS

*GUIDE PRICE £48,000 plus

- · Large mid terrace house
- Let at £5712 per annum
- Three bedrooms
- First floor bathroom
- Gas central heating
- Double glazing
- EPC D

See page 12 for viewing schedule

Legal Representative

Mr Safeer Choudry
England Stickland & Neale
267–269 High Street, Erdington,
Birmingham, B23 6SR
0121 377 7773
safeer.choudhry@esnsolicitors.com

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



*GUIDE PRICE **£70,000**



End terraced, cottage style property

- Three bedrooms
- Two reception rooms
- Semi-rural village location
- EPC G

See page 11 for viewing schedule

Legal Representative

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

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

9 New Street, Elworth, Sandbach, Cheshire CW11 3JF

*GUIDE PRICE **£45,000**





Legal Representative Sue Curzon

Butcher & Barlow LLP 31 Middlewich Road Sandbach Cheshire CW11 1HW

Terrace house

- Three Bedrooms
- Two reception rooms
- EPC TBC

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



*GUIDE PRICE **£110,000**





Legal Representative Mr Henry Hutsby **Hutsby Mees Solicitors**

5/7a St Marys Grove, Stafford, ST16 2AT 01785 259211 hhutsby@hutsbymees.co.uk

- Traditional semi detached
- Three bedrooms
- Lounge,
- Dining room
- Popular location
- EPC E

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



See page 12 for viewing schedule

*GUIDE PRICE **£45,000**





Legal Representative

Ms Sarah Hooper Poole Alcock LLP Solicitors 2a Lawton Road, Alsager, Stoke-on-Trent, ST7 2BJ 01270 876550 sarah.hooper@poolealcock.co.uk

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

Second floor flat

Two bedrooms

Electric heating

EPC - E

*GUIDE PRICE **£40,000**

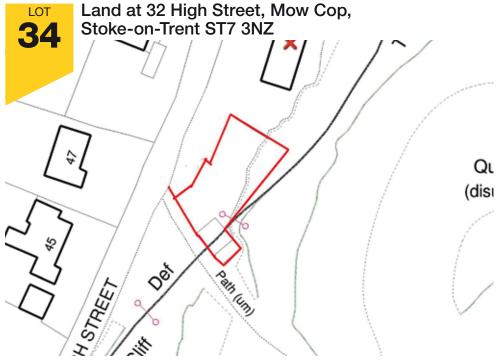


- Ground floor flat
- One bedroom
- Currently let at £425 pcm / £5,100 per annum
- EPC C

Legal Representative

Ms Fatema Miah Saffron Solicitors The CIBA Building, 146 Hagley Road, Birmingham, B16 9NX 0121 4549040 commercial@saffronsolicitors.com

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



- **Building plot**
- Fantastic views
- Planning granted
- Three bedroom detached house with garage
- Ref (15/2528C)
- 0.10 Acres
- EPC N/A

*GUIDE PRICE **£100,000**





Legal Representative

Mr Kevin Carroll **Brown & Corbishley Solicitors** 11 The Commons, Sandbach, Cheshire, CW11 1EG 01270 527402

k.carroll@brownandcorbishley.co.uk

372 Waterloo Road, Cobridge, Stoke-on-Trent, Staffordshire ST1 5EH

See page 12 for viewing schedule

*GUIDE PRICE £48,000 plus





Legal Representative

Mr Clint Hughes Jamesons Property Lawyers 1a Church Lane, Knutton, Newcastleunder-Lyme, Staffordshire, ST5 6EP 01782 719009 clinthughes@jamesons-conveyancing. co.uk

Mid terrace property

- Three bedrooms
- Three reception rooms
- Double glazing
- Gas central heating
- EPC E

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

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www.buttersjohnbee.com



EPC - C

*GUIDE PRICE **£135,000 plus**



Legal Representative

Mr James Swede Darlingtons Solicitors LLP 7 Spring Villa Road, Edgware, Middlesex, HA8 7EB 0208 951 6666 jswede@darlingtons.com

- Former nightclub/bar located within Hanley town centre
- Ground and first floor trading areas plus basement
- Access to a shared service corridor leading to a delivery bay in Foundry Street
- Shared use of a goods lift
- Total Floor Area 893sq m (8,759sq ft)

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



- Prominent hot food takeaway premises within Hanley town centre
- Ground floor trading area with counter, kitchen and stores
- First floor store, ladies & gents WCs
- Total Floor Area 131 sq m (1,410 sq ft)
- EPC E
- Located within Hanley Leisure Circuit

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

*GUIDE PRICE £75,000 plus



Legal Representative

Mr James Swede Darlingtons Solicitors LLP 7 Spring Villa Road, Edgware, Middlesex, HA8 7EB 0208 951 6666 jswede@darlingtons.com



- Potential development site
- Existing buildings which could be converted stp
- Yard area and over 15,500 sq ft of buildings (approx.)
- EPC N/A

Legal Representative

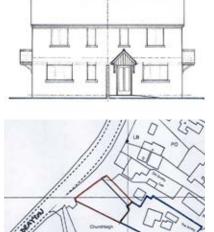
Tony Johnston Hibberts LLP Solicitors 25 Barker Street, Nantwich, Cheshire, CW5 5EN 01270 624225 enquiries@hibberts.com

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



- **Building plot**
- Full planning consent
- Two semi-detached homes
- Three bedrooms
- Parking to front
- Village location
- EPC N/A

*GUIDE PRICE **£110,000**



Legal Representative

Ms Katy Arrowsmith Graham Withers & Co 42 Cheshire Street, Market Drayton, Shropshire, TF9 1PQ 01630 657222 katie.arrowsmith@grahamwithers. co.uk

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

5 Royden Avenue, Northwood, Stoke-on-Trent, Staffordshire ST1 6AW MANN

*GUIDE PRICE TBC

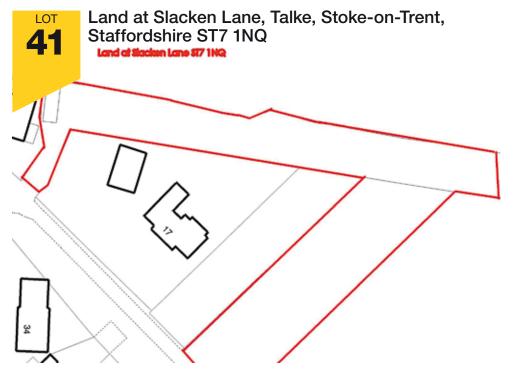




Legal Representative TBC

- Mid-town house
- Two reception rooms
- Two bedrooms
- EPC TBC

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



- Plot of land for sale
- Planning reference 13/00266/FUL
- Mix of 6 Bungalows and Dormer Bungalows
- EPC N/A

*GUIDE PRICE **£200,000**





Legal Representative

Mr Daren Neighbour Poole Alcock LLP Solicitors Mill House 14 Mill Street, Nantwich, Cheshire, CW5 5ST 01270 625478 darren.neighbour@poolealcock.co.uk

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







Legal Representative

Mrs Susan Lewis Grindeys Solicitors Glebe Court, Glebe Street, Stoke-on-Trent, Staffordshire, ST4 1ET 01782 846441 susan.lewis@grindeys.com

- Mid terraced
- Three bedrooms
- Three reception rooms
- Gas central heating
- First floor bathroom
- Generous sized
- Council tax band A
- EPC E

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



*GUIDE PRICE **£60,000**



- End terraced house
- Two bedrooms
- In need of modernisation
- Great potential
- Gardens front & rear
- Village location
- EPC G

Legal Representative

Mr Michael Wright Hall Smith Whittingham 172/174 Nantwich Road, Crewe, Cheshire, CW2 6BW 01270 212000

michaelwright@hswsolicitors.co.uk

*GUIDE PRICE **£60,000**

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



End terraced property

- Two bedrooms and two reception rooms
- Separate bathroom upstairs
- Double glazing and central heating

EPC - D

See page 11 for viewing schedule

Legal Representative

Mrs Alison Abbotts **Tinsdills Solicitors** 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



*GUIDE PRICE £45,000 plus

- Mid-terraced house
- Two bedrooms
- Two reception rooms
- In need of modernisation
- EPC TBC

See page 11 for viewing schedule

Legal Representative

Mrs Alison Abbotts **Tinsdills Solicitors** 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



24 Flash Lane, Trent Vale, Stoke-on-Trent,

Staffordshire ST4 5QZ

Two new build apartments

- Located close to town
- CRL 10-year guarantee
- Open plan lounge/kitchen
- One bedroom
- EPC C/B

*GUIDE PRICE **£160,000**





Legal Representative

Mr Paul Reed Talbots Quality Solicitors 64 Market Street, Stourbridge, West Mids, DY8 1AQ 01384 445850 PaulReed@talbotslaw.co.uk

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

6 St Bernards Road, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6HH

*GUIDE PRICE **£70,000**



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.

See page 11 for viewing schedule

Mid terraced house

- Three bedroom
- Double glazing and gas central heating
- · Off road parking and garden to the rear
- EPC 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



See page 11 for viewing schedule

- Traditional semi-detached property
- Three bedrooms
- Pleasant cul de sac location
- Ample off road parking and garage
- Rear garden with open views
- EPC C

*GUIDE PRICE **£110,000**



Legal Representative

Mr Nick Mason Salmons Solicitors 20 High Street, May Bank, Newcastleunder-Lyme, Staffordshire, ST5 OJB 01782 621266 nick.mason@salmonssolicitors.net

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

*GUIDE PRICE **£82,000**



- Mature mid terrace
- Two reception room
- Two double bedrooms
- Double glazing
- Gas central heating
- PPC D

Legal Representative

Miss Amy Sweetman
Poole Alcock LLP Solicitors
25 Barker Street, Nantwich, Cheshire,
CW5 5TE
01270 625478
amy.sweetman@poolealcock.co.uk

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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4 Albion Street, Hanley, Stoke-on-Trent, Staffordshire ST1 1QH

- Town centre mixed use investment opportunity
- Located opposite Hanley Town Hall and in close proximity to Hanley Museum and the new Smithfield Centre office development.
- 10 × 1 bedroom flats
- 1 x ground floor professional office
- Current gross income £33,336 pa including gas & water charges
- 3 x flats vacant
- Residential EPCs Apply
- EPC E

*GUIDE PRICE **£250,000 plus**





Legal Representative

Mr Peter Howells Saints Solicitors 71 High Street, Madeley, Telford TF7 5AH 01952 582631 saintsshrewsbury@yahoo.co.uk

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



- Two storey offices
- 4,214 sq ft (391.48 sqm)
- Enclosed yard
- In need of modernisation and refurbishment
- EPC TBC

*GUIDE PRICE £140,000 plus





Legal Representative

Ms Hannah Livsey PCB Solicitors PCB Solicitors, Cypress Centre, Shrewsbury Business Park, Shrewsbury, SY2 6LG 01743 248148 hannah.livsey@pcblaw.co.uk

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

24 Hightown, Crewe, Cheshire CW1 3BS

*GUIDE PRICE £55,000 plus



- Two storey end of terrace
- Planning approved for change of use to A5 Hot food takeaway (Ref: 14/4479N)
- Planning approved for self-contained 2 bed flat above (Ref: 14/4478N)
- External shutters to front and rear
- Rear Yard

- Main road location on the edge of Crewe town centre
- EPC E

Legal Representative

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

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

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See page 12 for viewing schedule

*GUIDE PRICE £46,000 plus





Legal Representative Mrs Dianne Sumner Cooks Solicitors Brindley Court, 12 Dalewood Road, Lymedale Business Park, Newcastle, Staffordshire, ST5 9QA 01782 713 755 dianne@cooks-solicitors.co.uk

Mid terraced house

- Two bedroom
- Gas central heating
- Double glazing
- Rear yard
- EPC D

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



- Substantial property
- Two large flats
- Former business premises on the ground
- 7 Potential letting rooms
- Rear garden
- Conservatory
- EPC D

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

*GUIDE PRICE £100,000 plus





Legal Representative Mr Murray Cantlay Woolliscrofts Solicitors Hollinshead Chambers, Butterfield Place, Tunstall, Stoke-on-Trent, Staffordshire ST6 6BA 01782 200632 DD mcantlay@woolliscrofts.co.uk

Mid terrace house

Two bedrooms

Double Glazing

EPC - TBC

First floor bathroom

See page 12 for viewing schedule

*GUIDE PRICE **£50,000 plus**





Legal Representative
Ms S Parween
Heritage Solicitors
Lombard House, 206 Rookery Road,
Hansworth, B21 9PY
0121 5511711
saida@heritagesolicitors.com

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



- Two-bedroom Mid terrace
- Two reception rooms
- Close to school
- EPC E

*GUIDE PRICE **£50,000**





Legal Representative
Mrs Leanne Salt
Poole Alcock LLP Solicitors
2a Lawton Road, Alsager, Stoke-onTrent, ST7 2BJ
01270 876550
leanne.salt@poolealcock.co.uk

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

*GUIDE PRICE **£90,000**





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
- First floor bathroom
- · Gardens front and rear
- EPC D

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

18 Holding Crescent, Halmer End, Stoke-on-Trent, Staffordshire ST7 8AS



*GUIDE PRICE £95,000 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
- Solid fuel central heating
- UPVC double glazing
- Garden to front and rear
- EPC E

See page 11 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



- Three bedroom end terraced
- Two reception rooms
- · Garden & garage to rear
- In need of modernisation
- EPC TBC

See page 10 for viewing schedule

Legal Representative

Mrs Sophie Whittingham Hall Smith Whittingham 172/174 Nantwich Road, Crewe, Cheshire, CW2 6BW 01270 212000 swhittingham@hswsolicitors.co.uk

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

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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.

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www.buttersjohnbee.com

*GUIDE PRICE **£130,000**



- Semi-detached home
- Four bedrooms
- Semi-rural location
- Gardens & drive
- Additional land included
- EPC E

Legal Representative

Mr James Williams Poole Alcock LLP Solicitors The Dowery, 22 Barker Street, Nantwich, Cheshire, CW5 5ST 01270 625478 cer@poolealcock.co.uk

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



- Character property
- Popular residential location
- Lounge, kitchen
- Bedroom & bathroom
- Annexe with kitchenette
- Courtyard garden
- EPC E

*GUIDE PRICE **£125,000**





Legal Representative

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

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



See page 11 for viewing schedule

*GUIDE PRICE **£60,000 plus**

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

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

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

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

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* Source: El Group

12 Meadow Road, Barlaston, Stoke-on-Trent, Staffordshire ST12 9EJ

See page 11 for viewing schedule

*GUIDE PRICE **£70,000**



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

- Semi-detached house
- Three bedrooms
- Two reception rooms
- UPVC double glazing
- Gas central heating
- In need of modernisation
- EPC TBC

Legal Representative

Mr John Burton John Burton Solicitors Temple Chambers, Market Square, Stone, Staffordshire, ST15 8AT 01785 814818

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



See page 11 for viewing schedule

Semi-detached house

- Three bedrooms
- · Gas central heating
- Double glazing
- In need of modernisation
- EPC D

*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.

There is a coal mine entry within 20m of the boundary of the property a Coal Mining Risk Assessment has been undertaken and is available for inspection.

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

Kent Green Chapel, Cinderhill Lane, Scholar Green,

*GUIDE PRICE **£75,000**





- Former chapel
- Ideal for potential residential conversion
- Ground floor unit
- Within Scholar Green
- EPC TBC

Legal Representative

Mr Steven Percy SAS Daniels LLP Churchill Chambers, Churchill Way, Macclesfield, Cheshire, SK11 6AY 01625 442158 steven.percy@sasdaniels.co.uk

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

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*GUIDE PRICE **£75,000**



- Commercial unit
- PP to return to 2 houses
- N-U-L 16/00560/FUL
- EPC E

See page 11 for viewing schedule

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



- Hot food takeaway premises
- Living accommodation above
- Busy main road location
- 1,169 sq ft (108.60 sq m)
- EPC D (89)

*GUIDE PRICE **£58,000 plus**





Legal Representative

Mr Ian Ashley Chesworths Solicitors 37 Trentham Road, Longton, Stoke On Trent, Staffordshire, ST3 4DQ 01782 599992 ianashley@chesworths.co.uk

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



- Spacious three bed mid-terrace
- · Lounge & dining kitchen
- Double glazed conservatory
- · Garden with decked area
- Well-presented property
- EPC C

Legal Representative

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

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

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www.buttersjohnbee.com

5 Wistaston Avenue, Crewe, Cheshire CW2 8QR

*GUIDE PRICE **£141,500**



- Semi-detached house
- Three bedrooms
- Updating required
- Planning permission
- Application No15/4219N
- EPC D

Legal Representative

Ms Sharon Plane Goddard Dunbar Lincoln Chambers, 34-36 Hightown, Crewe, Cheshire, CW1 3BS 01270 580537 sharon@goddarddunbar.co.uk

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



See page 12 for viewing schedule







Legal Representative

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

Two bedrooms

Rear yard

EPC - D



Mid-terraced property

- Two double bedrooms
- Two reception rooms
- Family bathroom
- Rear courtyard garden
- EPC F

See page 10 for viewing schedule

Legal Representative

Mr David Curtis David Curtis & Company Solicitors 425 Welford Road, Leicester, LE2 6BL 0116 2702402

davidcurtisandco@btconnect.com

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* Source: El Group

*GUIDE PRICE **£114,000**



- 1930s Semi-detached house
- Two reception rooms
- Three bedrooms
- Good sized rear garden
- Modernisation required
- EPC D

See page 10 for viewing schedule

Legal Representative

Sue Curzon Butcher & Barlow LLP 31 Middlewich Road, Sandbach, Cheshire, CW11 9HW 01270 762521 scurzon@butcher-barlow.co.uk

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



- Detached house
- Four bedrooms
- Two receptions
- Double garage
- Cul-de-sac position
- In need of modernisation
- EPC F

*GUIDE PRICE £180,000 plus





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

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

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

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

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

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

that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers

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

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

Auction The auction advertised in the catalogue

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

Auctioneers The auctioneers at the auction.

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

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

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

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

Condition One of the auction conduct conditions or sales conditions.

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

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

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

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

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

 $\textbf{Financial charge} \ \textbf{A} \ \textbf{charge to secure a loan or other financial}$ 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, 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 buver.

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 buver.

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

Auction Conduct Conditions

Introduction

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

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.

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

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

Bidding and reserve prices АЗ

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.
- We may refuse to accept a bid. We do not have to A3.2 explain why.
- If there is a dispute over bidding we are entitled to A3.3 resolve it, and our decision is final.
- 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.
- 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

The particulars and other information

- 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.
- 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.
- 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

Α5 The contract

- 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.
- If you do not we may either: A5.4 (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:

A5.5 (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

- 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 wayleaves;

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

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

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

G1.9 The **buyer** buys with full knowledge of:
(a) the **documents**, whether or not the **buyer** has read them; and

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

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

G2 Deposit

G2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and

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

price).
G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

- 32.3 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;

(o) 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 thust for the buyer any insurance.

party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4 Title and identity

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

G4.2 If any of the documents is not made available before the auction the following provisions apply: (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the

land registry;

(ii) the documents accompanying that application; (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.

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

G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

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

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

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

G5 Transfer

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

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

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

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

G6 Completion

- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
 (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

 G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the **contract** remains in force following **completion**.

G7 Notice to complete

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

(a) terminate the contract;

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

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

(e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

(a) terminate the **contract**; and
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8 If the contract is brought to an end

If the **contract** is lawfully brought to an end: (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**: and

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9 Landlord's licence

- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The seller must:

(a) use all reasonable endeavours to obtain the licence at the seller's expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

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

G10 Interest and apportionments

- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:

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

G10.4 Apportionments are to be calculated on the basis that:
(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made:

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

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

G11 Arrears

Part 1 Current rent G11.1 "Current rent"

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

- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.
- Part 2 Buyer to pay for arrears

- G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.
- G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

Part 3 Buyer not to pay for arrears

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

(a) so state; or

(b) give no details of any arrears.

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;

(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require:

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

(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12 Management

- G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:

 (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;

 (b) if the seller gives the buyer notice of the seller's

intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

G13 Rent deposits

- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

(a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;

(b) give notice of assignment to the tenant; and(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 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.
 - 5.3 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. The **lot** is sold:

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 quarantee:

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

G19.5 Where relevant:

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

Property Act 1925.
G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20 TUPE

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

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

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

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

G21 Environmental

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

G22 Service Charge

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

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

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

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

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

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

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

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

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

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

in accordance with the terms of the tenancies and to

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

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.

indemnify the seller if it does not do so.

- 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 all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26 No assignment

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

G27 Registration at the Land Registry

- G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

 (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

 (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

 (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- 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

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

make to Land Registry relating to the application. **G28** Notices and other communications

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

G30 Extra General Conditions

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

- G17.2 the word "actual" shall be replaced by the word "agreed"
- G25.3 (b) the words "or cost" shall be added at the end.

Special Conditions of Sale Sale memorandum

Date	
Name and address of seller	Name and address of buyer
Tel:	Tel:
Lot	
Deposit paid £	
The seller agrees to sell and the buyer agrees to buy the I This agreement is subject to the sale conditions so far as	ot for the price.
We acknowledge receipt of the deposit	
Signed by the buyer	
Signed by us as agent for the seller	
The seller's conveyancer is	The buyer's conveyancer is
Name	Name
Address	Address
Contact	

Registration Form for Proxy/Telephone/Internet Bidding

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

I wish to bid by telephone / by p 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.
- 8. The authority to bid can only be withdrawn by notification in writing delivered to the head office of butters john bee at least two hours before the start of the sale or to the Auctioneer in the saleroom up to half an hour before the start of the sale. It is the prospective purchaser's responsibility to obtain confirmation in writing from the auctioneers to acknowledge receipt of the withdrawal notification and without such a receipt the authority to bid stands and the contract for the purchase of any property is binding on the prospective purchaser.
- 9. The auctioneer gives no guarantee or warranty that a bid will be made on behalf of the prospective purchaser (and in respect of telephone bids should they become disconnected or inaudible during bidding or are unobtainable) and the auctioneer will not be held liable whatsoever for any failure to bid on behalf of the prospective purchaser and no reason may be given. The auctioneer will not be held responsible for any resulting financial loss, costs or damages incurred by the prospective purchaser as a result thereof.
- 10. The prospective purchaser must provide the Auctioneer with an original or certified copy of identity documentation and confirmation of address. This can include a current full UK driving licence, current signed passport etc plus a recent utility bill, Bank or Building Society statement etc. Copies must be signed "original seen" and dated, by your Solicitor. We cannot bid on your behalf until these have been received. A list of acceptable documents can be provided.
- In addition to the contractual deposit the prospective purchaser must pay an administrative charge of £625 plus VAT for each lot. Cheques made payable to Butters John Bee.
- 12. The auctioneer gives priority to bids made in the auction room by attending parties.
- 13. If bidding on multiple Lots one Maximum Bid Price must be agreed.
- 14. With regards to Proxy Bids, the amount of the prospective Buyer's maximum bid will not be disclosed to the seller or any other person either during or after the sale without the consent of the prospective Buyer.

butters john bee bjb

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