

**Monday 29<sup>th</sup>  
November, 2021  
6.30pm start**

# **Property auction catalogue**

**The Double Tree by Hilton Hotel  
Festival Park  
Stoke-on-Trent  
Staffordshire, ST1 5BQ**

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



# Property auctions

The Double Tree by Hilton Hotel, Stoke-on-Trent, ST1 5BQ

**Auction dates**

24th January 2022

7th March 2022

11th April 2022

16th May 2022

20th June 2022

25th July 2022

12th September 2022

17th October 2022

21st November 2022

**Closing date for entries**

3rd December 2021

28th January 2022

4th March 2022

8th April 2022

13th May 2022

17th June 2022

5th August 2022

9th September 2022

14th October 2022

All auctions start at 6.30pm

Freehold & Leasehold Lots offered in conjunction with...



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# The region's **number 1** property auctioneer



**John Hand**  
Auction Manager



**Leanne Roberts**  
Auction Administrator



**Rob Oulton**  
Auctioneer

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

As the world is slowly edging back to normality, we are really pleased to be hosting our live sales and to once again be back in the room, nothing beats the buzz of a live auction and interacting with you all. That alongside our newly refurbished venue at The Double Tree by Hilton we look forward to seeing there. Auction is still the best way to buy and sell property, quick and secure, and we have already set another 9 dates for 2022, so if you have property to sell then get in touch.

We have had great success with our online sales during lockdown, and of course you can still bid remotely via Internet, Telephone or Proxy if you are unable to attend or just prefer to carry on bidding from the comfort of home, simply fill in the form from the **bjb** auction website. For those that do want to come and join us at the Hotel, you can register prior by calling into your nearest branch with two forms of original ID, or you can still register on the night at the venue but don't forget to bring your ID .

**If you have any questions about bidding, or indeed if you have a property to sell at auction then contact the team on 0800 090 2200, or email [auction@bjbmail.com](mailto:auction@bjbmail.com), and we will be happy to help.**

# Proof of identity and address

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

**Original documents MUST be provided.**

**Photocopies are NOT acceptable.**

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

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

There are a few options available to you:

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

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

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

## List A – proof of ID

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

## List B – proof of ID

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

## List C – proof of address

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

### The following forms of proof of address are not acceptable:

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

# Property auction

## buyer's guide

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

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

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

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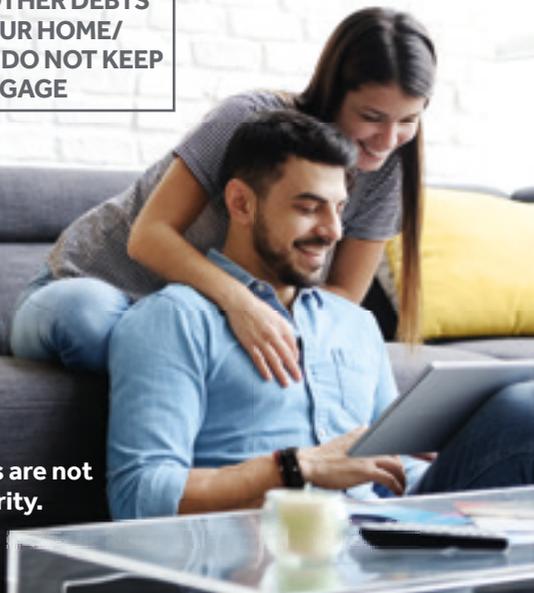
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\*Some buy to let and let to buy mortgages are not regulated by the Financial Conduct Authority.





# Bid live online!

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

## What does the service cost?

Nothing! It's free, you pay the same as any buyer who attends the auction.

## Can I just watch?

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

## Why do you need to know my maximum bid?

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

## Can I bid on more than one property?

Yes. You can buy as many as you can process deposit payments for. You need to let us know which lots you are bidding on so our auctioneer can keep a look out for your bids.

## How does the auctioneer know I'm bidding?

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

Email [auction@bjbmail.com](mailto:auction@bjbmail.com) for your registration form.

**essential**  
information group

# Order of sale

(unless previously sold or withdrawn)

**Monday 29th November at 6.30pm**



- 1 143 Ruxley Road, Bucknall, Stoke-on-Trent, Staffordshire, ST2 9BT
- 2 194 Wistaston Road, Crewe, Cheshire, CW2 7RJ
- 3 102 Hamil Road, Burslem, Stoke on Trent, Staffordshire, ST6 1AU
- 4 95 Church Street, Butt Lane, Talke, Stoke-on-Trent, Staffordshire, ST7 1NX
- 5 16 Burnham Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3EX
- 6 Jubilee Cottage Rumer Hill Road, Cannock, Staffordshire, WS11 8EY
- 7 14 Linden Close, Cross Heath, Newcastle-under-Lyme, Staffordshire, ST5 9LL
- 8 83 Oxley Moor Road, Wolverhampton, WV10 6TT
- 9 49 Coalport Road, Telford, Shropshire, TF12 5AN
- 10 Flat 2, Milton Mews Crewe Road, Alsager, Stoke-on-Trent, Cheshire, ST7 2ES
- 11 70 West Avenue, Northwich, Cheshire, CW9 7ES
- 12 28 Avenue Road, Shelton, Stoke-on-Trent, Staffordshire, ST4 2DT
- 13 Former NVP Site Keelings Road, Northwood, Stoke-on-Trent, Staffordshire, ST1 6AA
- 14 278 Duke Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3NT
- 15 Land at Merelake Road, Alsager, Stoke-on-Trent, Staffordshire, ST7 1UF
- 16 Land at Park Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3JB
- 17 52 Heol-Yr-Onnen, Pencoed, Bridgend, South Wales, CF35 5PF
- 18 243 Longton Road, Trentham, Stoke-on-Trent, Staffordshire, ST4 8DQ
- 19 6 – 10 Bagnall Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 3AD
- 20 41 Dilhorne Road, Forsbrook, Stoke-on-Trent, Staffordshire, ST11 9DJ
- 21 106-108 Station Rd, Scholar Green, Stoke-on-Trent, Staffordshire, ST7 3JT
- 22 38 Crossway, Crewe, Cheshire, CW1 4JW
- 23 Lerida Lodge Road, St Georges, Telford, Shropshire, TF2 9LR
- 24 15 Denbigh Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5JA
- 25 1 Temperance Place, Goldenhill, Stoke-on-Trent, Staffordshire, ST6 5RA
- 26 Kinsey House Whieldon Road, Stoke-on-Trent, Staffordshire, ST4 4JU
- 27 264 Crackley Bank, Crackley, Newcastle-under-Lyme, Staffordshire, ST5 7AB
- 28 56 Gresty Road, Crewe, Cheshire, CW2 6DY
- 29 Building Plot, Valley View Draycott Road, Totmonslow (near Tean), Cheadle, Staffordshire, ST10 4JL
- 30 6a Salt Road, Stafford, Staffordshire, ST17 4DN
- 31 13 Grafton Avenue, Burslem, Stoke-on-Trent, Staffordshire, ST6 7DB
- 32 26 Robert Heath Street, Smallthorne, Stoke-on-Trent, Staffordshire, ST6 1LH
- 33 26 Hereford Avenue, Clayton, Newcastle-under-Lyme, Staffordshire, ST5 3ED
- 34 5 Clough Walk, Crewe, Cheshire East, CW2 6LL
- 35 4, Broad Street, Crewe, Cheshire East, CW1 3DF
- 36 43 Davenport Avenue, Crewe, Cheshire, CW2 6LG
- 37 51 Lord Street, Crewe, Cheshire, CW2 7DL
- 38 169 Abercynon Road, Abercynon, Mountain Ash, South Wales, CF45 4LY

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(unless previously sold or withdrawn)

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- 33 26 Hereford Avenue, Clayton, Newcastle-under-Lyme, Staffordshire, ST5 3ED
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- 26 Kinsey House Whieldon Road, Stoke-on-Trent, Staffordshire, ST4 4JU
- 2 194 Wistaston Road, Crewe, Cheshire, CW2 7RJ



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# Proof of identity and address

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

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

If the buyer's details are different from the successful bidder's, then the buyer will also be required to submit their details as above. If the successful bidder

is buying on behalf of a company we also require a letter from that company on their letterhead authorising the bidder to bid on their behalf, the bidder will still be required to produce their details as above.

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

LOT  
**01**

**143 Ruxley Road, Bucknall,  
Stoke-on-Trent, Staffordshire,  
ST2 9BT**



Scan or Click

\*Guide price **£25,000 plus**



- End-terrace house
- Two bedrooms
- GF bathroom
- In need of renovation and repair
- EPC – C



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

**Legal Representative**

**TBC**

**To apply contact:**

**Hanley**

**T 01782 202600**

**E hanley@bjbmail.com**

LOT  
**02**

**194 Wistaston Road, Crewe,  
Cheshire, CW2 7RJ**



Scan or Click

\*Guide price **£54,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of renovation and repair
- Deceptively spacious
- Extensive rear garden
- EPC – D



**Legal Representative**

**Kimberley Floyd**

Beeston Shenton Solicitors

T 01782 662 424

E [Kimberley.floyd@beestonshenton.co.uk](mailto:Kimberley.floyd@beestonshenton.co.uk)

**To apply contact:**

**Crewe**

T 01270 213541

E [crewe@bjbmail.com](mailto:crewe@bjbmail.com)



LOT  
**03**

**102 Hamil Road, Burslem,  
Stoke on Trent, Staffordshire,  
ST6 1AU**



Scan or Click

\*Guide price **£46,000 plus**



- Mid-terrace house
- Three bedrooms
- Two reception rooms
- In need of modernisation
- Close to Burslem Town Centre
- Perfect Buy to let
- EPC – F



**Legal Representative**

**Steve Vasey**

Walters and Plaskitt Solicitors

T 01782 819611

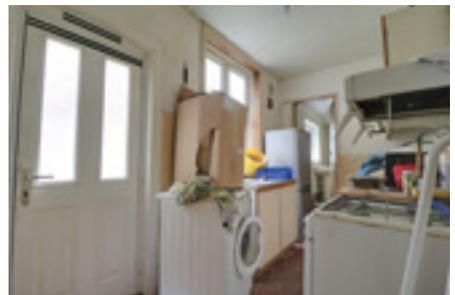
E [steve@wpsolicitors.co.uk](mailto:steve@wpsolicitors.co.uk)

**To apply contact:**

**Hanley**

T 01782 202600

E [hanley@bjbmail.com](mailto:hanley@bjbmail.com)



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LOT  
**04**

**95 Church Street, Butt  
Lane, Talke, Stoke-on-Trent,  
Staffordshire, ST7 1NX**



Scan or Click

**\*Guide price £60,000 plus**



- End terrace house
- Two bedrooms
- Two reception rooms
- Good sized rear garden
- EPC – TBC



**Legal Representative**

**Kimberley Floyd**

Beeston Shenton

T 01782 662424

E [Kimberley.Floyd@beestonshenton.co.uk](mailto:Kimberley.Floyd@beestonshenton.co.uk)

**To apply contact:**

**Kidsgrove**

T 01782 784442

E [Kidsgrove@bjbmail.com](mailto:Kidsgrove@bjbmail.com)

LOT  
**05**

**16 Burnham Street, Fenton,  
Stoke-on-Trent, Staffordshire,  
ST4 3EX**



Scan or Click

\*Guide price **£53,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of modernisation
- GCH & DG
- Courtyard to the rear
- EPC – D



**Legal Representative**

**Liz Mayer**

Poole Alcock

T 01270 876550

E [lizmayerteam@poolealcock.co.uk](mailto:lizmayerteam@poolealcock.co.uk)

**To apply contact:**

**Longton**

T 01782 594777

E [Longton@bjbmail.com](mailto:Longton@bjbmail.com)



LOT  
**06**

**Jubilee Cottage, Rumer Hill  
Road, Cannock, Staffordshire,  
WS11 8EY**



Scan or Click

\*Guide price **£70,000 plus**



- Semi-detached house
- Three bedrooms
- Open plan lounge diner
- Bathroom and shower room
- In need of modernisation
- Freehold
- EPC – E



**Legal Representative**

**Jemma Blake**

Nowell Meller Solicitors

T 01785 252377

E [Jemma.blake@nowellmeller.co.uk](mailto:Jemma.blake@nowellmeller.co.uk)

**To apply contact:**

**Stafford**

T 01785 246000

E [stafford@bjbmail.com](mailto:stafford@bjbmail.com)



LOT  
**07**

**14 Linden Close, Cross Heath,  
Newcastle-under-Lyme,  
Staffordshire, ST5 9LL**

\*Guide price **£75,000 plus**



- End-townhouse
- Two bedrooms
- Garden to rear
- Off road parking
- EPC – E

**Saturday viewings only, by appointment**

**Legal Representative**

**Rachael Byles**

Woolliscrofts Solicitors

T 01270 303122

E [rbytes@woolliscrofts.co.uk](mailto:rbytes@woolliscrofts.co.uk)

**To apply contact:**

**Newcastle**

T 01782 622155

E [Newcastle@bjbmail.com](mailto:Newcastle@bjbmail.com)

LOT  
**08**

**83 Oxley Moor Road,  
Wolverhampton, West Mids,  
WV10 6TT**



Scan or Click

\*Guide price **£135,000 plus**



- Detached bungalow
- Potential for 4 bedrooms
- In need of renovation and repair
- Situated on a large plot
- Close to local amenities
- EPC - D



**Legal Representative**

**Jessica Cooksey**

Enoch Evans LLP

T 01543 466941

E [jsc@enoch-evans.co.uk](mailto:jsc@enoch-evans.co.uk)

**To apply contact:**

**Wolverhampton haart**

T 01902 710888

E [Wolverhampton@haart.co.uk](mailto:Wolverhampton@haart.co.uk)

**haart**

**butters  
john bee**  
**Investor Club  
Membership**

## What we offer:

- ◆ Regular market and legislation updates via our Newsletters and information bulletins
- ◆ Details of new build developments including leaseback and off plan opportunities via our Land and New Homes department
- ◆ Exclusive invitations to pre-launches and open days
- ◆ Details of potential investment properties via our network of over 200 branches
- ◆ Details of properties that our current landlords are selling with tenancies in place (including whole portfolio sales). These will be sent to our Investor Club prior to going on the open market.
- ◆ Expected rental prices and yields on all property details sent via the Investor Club



Contact **Kate Hurles**

Head of Landlord Investment

T 07960 120267

E [investorserviceteam@spicerhaart.co.uk](mailto:investorserviceteam@spicerhaart.co.uk)

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

LOT  
**09**

**49 Coalport Road, Telford,  
Shropshire, TF12 5AN**



Scan or Click

\*Guide price **£100,000 plus**



- Detached bungalow
- Three bedrooms
- In need of modernisation
- Generous gardens
- EPC - TBC



**Legal Representative**

**Karen Cureton**

Clarkes Solicitors

T 01952 291666

E [karen.cureton@clarkeslaw.co.uk](mailto:karen.cureton@clarkeslaw.co.uk)

There is a mine shaft within 20 metres of the boundary of the property, please refer to the Mining Report in the Legal Pack.

**To apply contact:**

**Telford haart**

T 01952 204420

E [Telford@haart.co.uk](mailto:Telford@haart.co.uk)

**haart**

LOT  
**10**

**Flat 2, Milton Mews, Crewe  
Road, Alsager, Stoke-on-Trent,  
Cheshire, ST7 2ES**



Scan or Click

\*Guide price **£153,000 plus**



- Ground floor apartment
- Two bedrooms
- Two reception rooms
- Situated in the heart of Alsager village
- Easy access to the high street
- EPC – D



**Legal Representative**

**Laura Crook**

Beeston Shenton Solicitors

T 01782 662424

E [laura.crook@beestonshenton.co.uk](mailto:laura.crook@beestonshenton.co.uk)

**To apply contact:**

**Alsager**

T 01270 877778

E [Alsager@bjbmail.com](mailto:Alsager@bjbmail.com)



LOT  
**11**

70 West Avenue, Northwich,  
Cheshire, CW9 7ES



Scan or Click

\*Guide price **£180,000 plus**



- Detached house
- Three bedrooms
- Three reception rooms
- GF wetroom, FF bathroom
- Good sized rear garden
- EPC – E



**Legal Representative**

**Adam Mayer**

Nowell Meller Solicitors

T 01785 252377

E [adam.mayer@nowellmeller.co.uk](mailto:adam.mayer@nowellmeller.co.uk)

**To apply contact:**

**Northwich**

T 01606 352888

E [northwich@bjbmail.com](mailto:northwich@bjbmail.com)





  
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---

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

**T: 01782 622155**

**E: [newcastle@bjbmail.com](mailto:newcastle@bjbmail.com)**

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

LOT  
**12**

**28 Avenue Road, Shelton,  
Stoke-on-Trent, Staffordshire,  
ST4 2DT**

\*Guide price **£250,000 plus**



- Part Let Investment
- Seven bed HMO
- Potential income approx. £32,200 p/a +
- Walking distance to University
- Workshop/Garages to rear
- Off Street Parking
- EPC - F



**Legal Representative**

**Mr Omair Hussain**

Kenneth Jones

T 01782 771113

E [omair@kenneth-jones.co.uk](mailto:omair@kenneth-jones.co.uk)

**To apply contact:**

**Commercial**

T 01782 212201

E [commercial@bjbmail.com](mailto:commercial@bjbmail.com)



LOT  
**13**

Former NVP Site, Keelings Road,  
Northwood, Stoke-on-Trent,  
Staffordshire, ST1 6AA



Scan or Click

\*Guide price **£50,000 plus**



- Former Vehicle Rental Site
- Prominent Roadside Frontage
- Off Road Parking
- EPC - G



Legal Representative

**Ms Anna Mottram**

Bowcock Cuerdan LLP

T 01270 611106

E [amottram@bowcockcuerden.co.uk](mailto:amottram@bowcockcuerden.co.uk)

To apply contact:

**Commercial**

T 01782 212201

E [commercial@bjbmail.com](mailto:commercial@bjbmail.com)



LOT  
**14**

**278 Duke Street, Fenton,  
Stoke-on-Trent, Staffordshire,  
ST4 3NT**

\*Guide price **£265,000 plus**



- Mixed use investment
- Newly refurbished 7 bed HMO
- Let to housing association @ £27,300 p/a
- Separate rear workshop let @ £4,500 p/a
- Combined total income £31,800 p/a
- EPC - TBC



**Legal Representative**

**TBC**

**To apply contact:**

**Commercial**

**T 01782 212201**

**E commercial@bjbmail.com**

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LOT  
**15**

**Land at Merelake Road,  
Alsager, Stoke-on-Trent,  
Staffordshire, ST7 1UF**



Scan or Click

\*Guide price **£60,000 plus**



- Parcel of Land
- Site Area: 0.27 Acre (1,092m<sup>2</sup>)
- Far reaching views
- Close to Alsager Golf Club
- Excellent links to the A500 & M6
- EPC – N/A



**Legal Representative**

**Ray Basnett**

Wooliscrofts

T 01782 204000

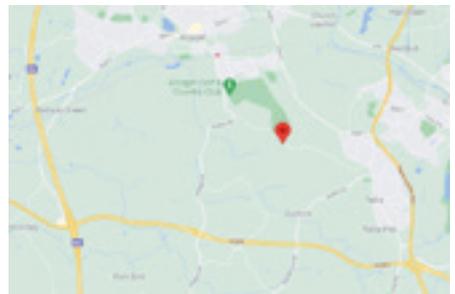
E [rbasnett@wooliscrofts.co.uk](mailto:rbasnett@wooliscrofts.co.uk)

**To apply contact:**

**Land & New Homes**

T 01782 211147

E [residential-land@bjbmail.com](mailto:residential-land@bjbmail.com)



LOT  
**16**

**Land at Park Street, Fenton,  
Stoke-on-Trent, Staffordshire,  
ST4 3JB**



Scan or Click

\*Guide price **£25,000 plus**



- Cleared site in established residential area
- Site Area: 0.06 Acre (245m<sup>2</sup>)
- Potential for development
- Subject to planning consent
- EPC – N/A



**Legal Representative**

**Carla Dawn**

RJS Solicitors

T 01782 646320

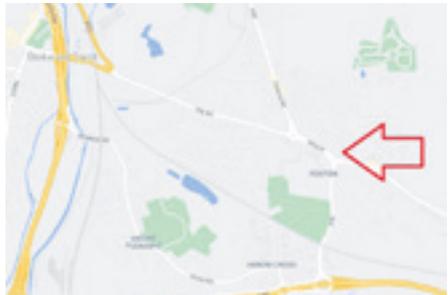
E [CarlaDawn@rjssolicitors.com](mailto:CarlaDawn@rjssolicitors.com)

**To apply contact:**

**Land & New Homes**

T 01782 211147

E [residential-land@bjbmail.com](mailto:residential-land@bjbmail.com)



LOT  
**17**

**52 Heol-Yr-Onnen, Pencoed,  
Bridgend, South Wales,  
CF35 5PF**

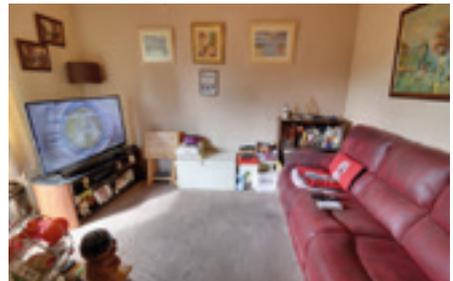


Scan or Click

**\*Guide price £90,000 plus**



- Mid-terraced bungalow
- One bedroom
- Currently let at £7,200 p/a
- EPC - D



**Legal Representative**

**Karen Moses**

Spicketts & Battrick

T 029 2046 1480

E karen.moses@sbwales.com

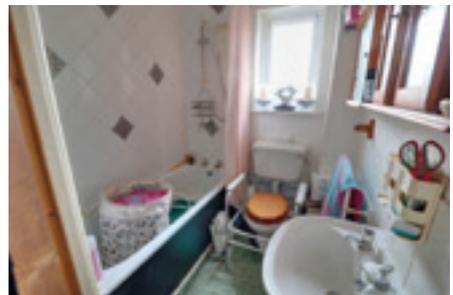
**To apply contact:**

**Pontypridd**

T 01443 400111

E Pontypridd@darlows.co.uk

**Darlows**



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



## What we offer:

- ◆ Portfolio reviews
- ◆ Advice on expanding investment portfolios and maximising returns
- ◆ Membership of our Investor Club
- ◆ Bespoke portfolio management services
- ◆ A single point of contact for investment landlords within the Investor Services Team
- ◆ One terms of business and agreed fee structure for investors with multi properties
- ◆ Hassle free takeover of management service for existing investment portfolios

**butters john  
bee Investor  
Services Team**

Contact **Kate Hurles**  
Head of Landlord Investment  
T 07960 120267  
E [investorserviceteam@spicerhaart.co.uk](mailto:investorserviceteam@spicerhaart.co.uk)

  
**butters john bee**<sup>bjb</sup>  
INVESTOR SERVICES TEAM

LOT  
**18**

**243 Longton Road, Trentham,  
Stoke-on-Trent, Staffordshire,  
ST4 8DQ**



Scan or Click

\*Guide price **£295,000 plus**



- Period semi-detached house
- Five bedrooms
- In need of modernisation
- Driveway & garage
- Good size plot
- EPC – D



**Legal Representative**

**Rebecca Lea**

Tinsdills Solicitors

T 01782 652380

E [rebecca.lea@tinsdills.co.uk](mailto:rebecca.lea@tinsdills.co.uk)

**To apply contact:**

**Longton**

T 01782 594777

E [Longton@bjbmail.com](mailto:Longton@bjbmail.com)



LOT  
**19**

**6 – 10 Bagnall Street, Hanley,  
Stoke-on-Trent, Staffordshire,  
ST1 3AD**



Scan or Click

\*Guide price **£380,000 plus**



- Large detached premises
- Five bedrooms
- In need of renovation & repair
- Includes development site
- PP for five x 1 bed apartments
- Ref: 64239/FUL
- Potential Airbnb or HMO
- Opposite Music and Theatre venue
- City centre location
- EPC – TBC

**Legal Representative**

**Shoaib Taj**

Viceroy Law

T 0161 393 3808

E [shoaib.taj@viceroylaw.co.uk](mailto:shoaib.taj@viceroylaw.co.uk)

**To apply contact:**

**Hanley**

T 01782 202600

E [hanley@bjbmail.com](mailto:hanley@bjbmail.com)



FIRST FLOOR



LOT  
**20**

**41 Dilhorne Road, Forsbrook,  
Stoke-on-Trent, Staffordshire,  
ST11 9DJ**

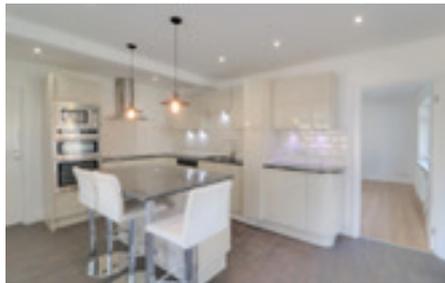


Scan or Click

\*Guide price **£270,000 plus**



- Detached bungalow
- Three bedrooms
- Renovated to a high standard
- Good size plot
- EPC – C



**Legal Representative**

**Chloe Heath**

Poole Alcock

T 01270 871908

E [Chloe.heath@poolealcock.co.uk](mailto:Chloe.heath@poolealcock.co.uk)

**To apply contact:**

**Longton**

T 01782 594777

E [Longton@bjbmail.com](mailto:Longton@bjbmail.com)



LOT  
**21**

106-108 Station Rd, Scholar  
Green, Stoke-on-Trent,  
Staffordshire, ST7 3JT



Scan or Click

\*Guide price **£360,000 plus**



- Part built house
- A project to be finished
- Potential for six bedrooms
- Potential for 3 bathrooms
- EPC – TBC



Legal Representative

**TBC**

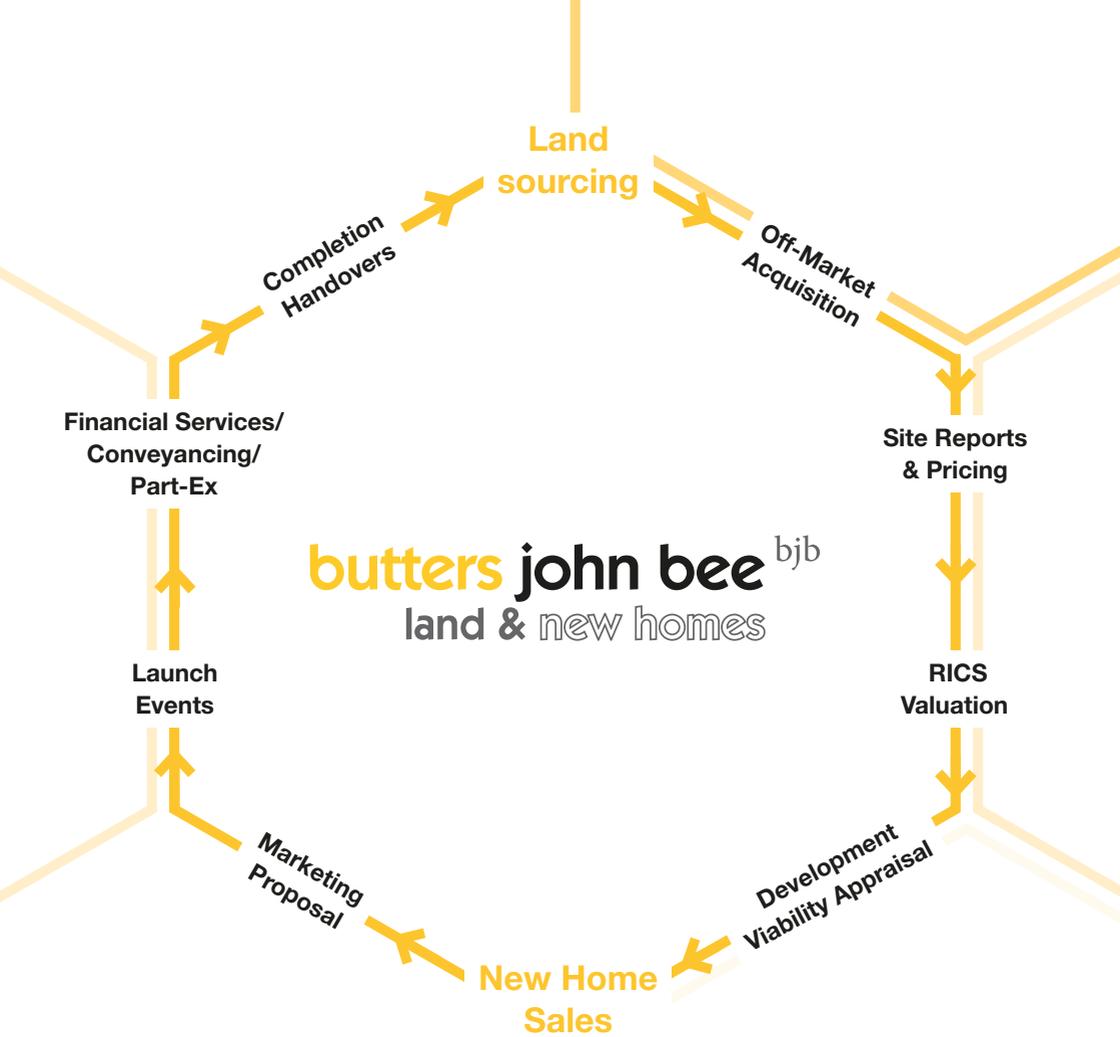
To apply contact:

**Alsager**

T 01270 877778

E [Alsager@bjbmail.com](mailto:Alsager@bjbmail.com)

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



**For a no obligation discussion please contact:**

**Carlos Hernandez**  
Regional New Homes Sales Manager  
T 07741 152287  
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Director Residential Land  
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New Homes Sales Manager  
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E sambowyer@bjbmail.com

**Alexander Djukic BSc. MSc.**  
Graduate Surveyor  
T 01782 211147  
E alexdjukic@bjbmail.com

LOT  
**22**

**38 Crossway, Crewe, Cheshire,  
CW1 4JW**



Scan or Click

**\*Guide price £72,000 plus**



- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Situated close to Crewe town centre
- EPC – C



**Legal Representative**

**Max Parkinson**

SAS Daniels

T 01625 442130

E [Max.parkinson@sasdaniels.co.uk](mailto:Max.parkinson@sasdaniels.co.uk)

**To apply contact:**

**Crewe**

T 01270 213541

E [crewe@bjbmail.com](mailto:crewe@bjbmail.com)



LOT  
**23**

**Lerida, Lodge Road, St Georges,  
Telford, Shropshire, TF2 9LR**

**\*Guide price £170,000 plus**



- Detached bungalow
- Two bedrooms
- Converted loft space
- In need of modernisation
- Generous gardens
- EPC - E



**Legal Representative**

**TBC**

**To apply contact:**

**Telford haart**

**T 01952 204420**

**E Telford@haart.co.uk**

**haart**



LOT  
**24**

**15 Denbigh Street, Hanley,  
Stoke-on-Trent, Staffordshire,  
ST1 5JA**



Scan or Click

\*Guide price **£69,000 plus**



- Mid-terrace house
- Two bedrooms
- Well presented
- Modern kitchen
- Potential income approx. £6,000 p/a
- Potential yield approx. 8.5%
- EPC – C



**Legal Representative**

**Stephen Vasey**

Walters and Plaskitt

T 01782 819611

E [steve@wpsolicitors.co.uk](mailto:steve@wpsolicitors.co.uk)

**To apply contact:**

**Hanley**

T 01782 202600

E [hanley@bjbmail.com](mailto:hanley@bjbmail.com)



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**Paul Jeffries BSc Hons (MRICS)  
Associate Director**



To speak to a member of our  
professional commercial property  
team, telephone **01782 212201** or  
email **commercial@bjbmail.com**

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



LOT  
**25**

**1 Temperance Place,  
Goldenhill, Stoke-on-Trent,  
Staffordshire, ST6 5RA**



Scan or Click

\*Guide price **£74,000 plus**



- End-townhouse
- Two bedrooms
- In need of modernisation
- Rear courtyard
- EPC - C



**Legal Representative**

**Meera Singadia**

Anthony Collins Solicitors LLP

T 0161 470 0321

E [meera.singadia@anthonicollins.com](mailto:meera.singadia@anthonicollins.com)

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

**To apply contact:**

**Kidsgrove**

T 01782 784442

E [kidsgrove@bjbmail.com](mailto:kidsgrove@bjbmail.com)

LOT  
**26**

**Kinsey House, Whieldon Road,  
Stoke-on-Trent, Staffordshire,  
ST4 4JU**

\*Guide price **£90,000 plus**



- Large terrace house
- Currently two flats
- GCH & DG
- Currently let @ £9,000 p/a
- Well-presented interior
- Two detached garages
- EPC – E



**Legal Representative**

**Lee Pointon**

AH Brooks Solicitors

T 01538 754253

E [LeePointon@ahbrooks.co.uk](mailto:LeePointon@ahbrooks.co.uk)

**To apply contact:**

**Longton**

T 01782 594777

E [Longton@bjbmail.com](mailto:Longton@bjbmail.com)



LOT  
**27**

**264 Crackley Bank, Crackley,  
Newcastle-under-Lyme,  
Staffordshire, ST5 7AB**

\*Guide price **£135,000 plus**



- Detached bungalow
- Two bedrooms
- GCH
- Generous gardens
- Off road parking
- EPC – D



**Legal Representative**  
**Whitehead Solicitors**  
Chris Murphy  
T 01782 615278  
E [cpm@whiteheads.uk.com](mailto:cpm@whiteheads.uk.com)

There is a mine shaft within 20 metres of the boundary of the property. It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

**To apply contact:**  
**Newcastle**  
T 01782 622155  
E [Newcastle@bjbmail.com](mailto:Newcastle@bjbmail.com)

LOT  
**28**

**56 Gresty Road, Crewe,  
Cheshire, CW2 6DY**



Scan or Click

**\*Guide price £67,500 plus**



- Mid-terrace house
- Two bedrooms
- Well presented interior
- Ideal investment opportunity
- Situated close to Crewe town centre
- EPC – E



**Legal Representative**

**Mark Tildesley**

Rich & Carr Solicitors

T 0116 242 6030

E [mtildesley@richardcarr.co.uk](mailto:mtildesley@richardcarr.co.uk)

**To apply contact:**

**Crewe**

T 01270 213541

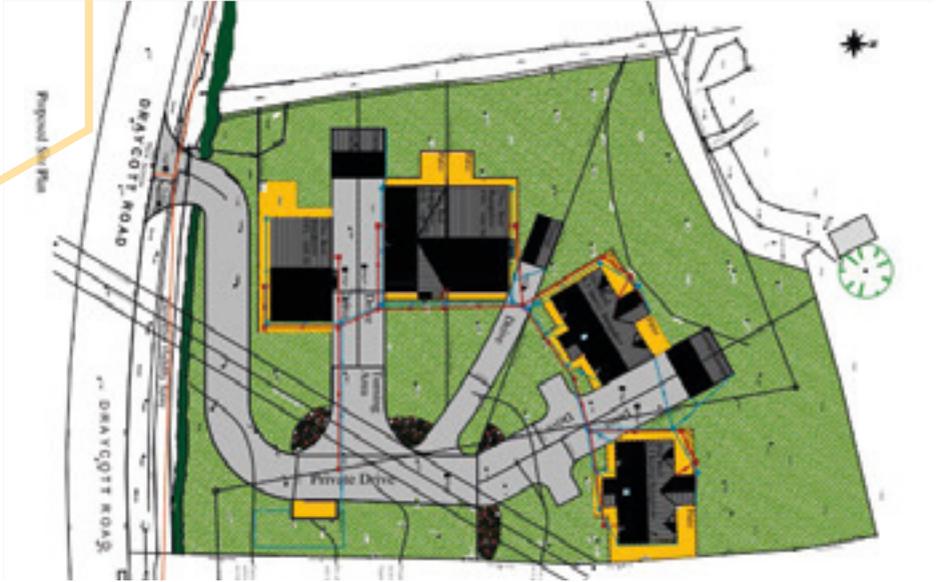
E [crewe@bjbmail.com](mailto:crewe@bjbmail.com)



LOT  
**29**

**Building Plot, Valley View,  
Draycott Road, Totmonslow  
(near Tean), Cheadle, ST10 4JL**

\*Guide price **£460,000 plus**



- Development plot
- Aprox. 0.78 acres (34,000 sq ft)
- Full planning permission
- Ref: SMD/2018/0547
- 1 x 2 bed detached bungalow
- 2 x 2 bed semi-detached bungalow
- 2 x 3 bed 1.5 storey bungalows
- Village location
- EPC – N/A



**Legal Representative**

**Stephen Vasey**

Walters & Plaskitt Solicitors

T 01782 819611

E [infor@waltersandplaskitt.com](mailto:infor@waltersandplaskitt.com)

**To apply contact:**

**Stafford**

T 01785 246000

E [stafford@bjbmail.com](mailto:stafford@bjbmail.com)



LOT  
**30**

**6a Salt Road, Stafford,  
Staffordshire, ST17 4DN**



Scan or Click

**\*Guide price £60,000 plus**



- First floor apartment
- Three bedrooms
- Currently let at £5,400 p/a
- Rear garden area
- Close to town and station
- EPC - D



**Legal Representative**

**Adam Mayer**

**Nowell Meller Solicitors**

**T 01785 252377**

**E adam.mayer@nowellmeller.co.uk**

**To apply contact:**

**Stafford**

**T 01785 246000**

**E stafford@bjbmail.com**



LOT  
**31**

**13 Grafton Avenue, Burslem,  
Stoke-on-Trent, Staffordshire,  
ST6 7DB**

\*Guide price **£115,000 plus**



- Extended Semi-detached
- Four/Five bedrooms
- Bathroom & En-Suite
- In need of modernisation
- Parking and gardens
- EPC – F

**Legal Representative**

**Lucy Guerreiro**

Ross Coates

T 01473 244402

E [Lucy.Guerreiro@rosscoates.co.uk](mailto:Lucy.Guerreiro@rosscoates.co.uk)

**To apply contact:**

**Hanley**

T 01782 202600

E [hanley@bjbmail.com](mailto:hanley@bjbmail.com)

LOT  
**32**

**26 Robert Heath Street,  
Smallthorne, Stoke-on-Trent,  
Staffordshire, ST6 1LH**

\*Guide price **£82,000 plus**



- End-terrace house
- Three bedrooms
- Upstairs bathroom
- Recently modernised
- EPC – D



**Legal Representative**

**Mohammed Sattar**

**F & B Lawyers**

**T 0121 356 507**

**E info@fandblaw.co.uk**

**To apply contact:**

**Hanley**

**T 01782 202600**

**E hanley@bjbmail.com**



LOT  
**33**

**26 Hereford Avenue, Clayton,  
Newcastle-under-Lyme,  
Staffordshire, ST5 3ED**

**\*Guide price £125,000 plus**



- Semi-detached house
- Three bedrooms
- Unfinished project
- Large garden
- Large driveway
- EPC – D

**Legal Representative**

Beeston Shenton

T 01782 662424

**To apply contact:**

**Newcastle**

T 01782 622155

E [Newcastle@bjbmail.com](mailto:Newcastle@bjbmail.com)

LOT  
**34**

**5 Clough Walk, Crewe, Cheshire  
East, CW2 6LL**

\*Guide price **£70,000 plus**



- Mid-terrace house
- Two double bedrooms
- In need of renovation and repair
- Rear garden
- EPC – D



**Legal Representative**

**Emily Brown**

Poole Alcock

T 01270 619 694

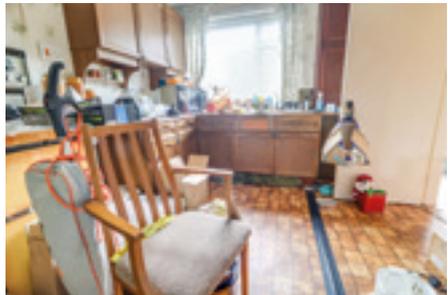
E [emilybrown@poolealcock.co.uk](mailto:emilybrown@poolealcock.co.uk)

**To apply contact:**

**Crewe**

T 01270 213541

E [crewe@bjbmail.com](mailto:crewe@bjbmail.com)



LOT  
**35**

**4, Broad Street, Crewe,  
Cheshire East, CW1 3DF**

\*Guide price **£80,000 plus**



- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Situated close to Crewe Town Centre
- EPC – D



**Legal Representative**

**Samiya Hashmi**

Walters & Plaskitt Solicitors

T 01782 819 611

E [samiya@wpsolicitors.co.uk](mailto:samiya@wpsolicitors.co.uk)

**To apply contact:**

**Crewe**

T 01270 213541

E [crewe@bjbmail.com](mailto:crewe@bjbmail.com)



LOT  
**36**

**43 Davenport Avenue, Crewe,  
Cheshire, CW2 6LG**

**\*Guide price £100,000 plus**



- Semi-detached house
- Three bedrooms
- Two reception rooms
- Private rear garden
- In need of modernisation
- EPC – D



**Legal Representative**

**TBC**

T  
E

**To apply contact:**

**Crewe**

T 01270 213541

E Crewe@bjbmail.com



LOT  
**37**

**51 Lord Street, Crewe,  
Cheshire, CW2 7DL**

**\*Guide price £100,000 plus**



- End-terrace house
- Three bedrooms
- Two reception rooms
- Potential HMO opportunity
- In need of modernisation
- EPC – TBC



**Legal Representative**

**TBC**

T  
E

**To apply contact:**

**Crewe**

T 01270 213541

E Crewe@bjbmail.com



LOT  
**38**

**169 Abercynon Road,  
Abercynon, Mountain Ash,  
South Wales, CF45 4LY**

**\*Guide price £65,000 plus**



- Semi-detached house
- Bay fronted
- Three bedrooms
- In need of renovation and repair
- EPC - TBC

**Legal Representative**

**Jason Strange**

Spicketts & Battrick

T 029 2046 1480

E [jason.strange@sbwales.com](mailto:jason.strange@sbwales.com)

**To apply contact:**

**Pontypridd**

T 01443 400111

E [Pontypridd@darlows.co.uk](mailto:Pontypridd@darlows.co.uk)

**Darlows**

**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](https://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.

## 3rd Edition. Reproduced with the consent of RICS.

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

### Glossary

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

Wherever it makes sense:

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

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

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

**Agreed completion date** Subject to **condition** G9.3:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VAT option** An option to tax.

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

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

### Important notice

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

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

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

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

## Auction Conduct Conditions

### A1 Introduction

- A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
- A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

### A2 Our role

- A2.1 As agents for each **seller** we have authority to:
- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
  - (b) offer each **lot** for sale;
  - (c) sell each **lot**;
  - (d) receive and hold deposits;
  - (e) sign each **sale memorandum**; and
  - (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
- A2.2 **Our** decision on the conduct of the **auction** is final.
- A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.
- A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and you have no claim against **us** for any loss.

### A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.
- A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.
- A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.
- A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.
- A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

- A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.
- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

### A5 The contract

- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable). **You** must before leaving the **auction**:
- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
  - (b) sign the completed **sale memorandum**; and
  - (c) pay the deposit.
- A5.4 If **you** do not **we** may either:
- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
  - (b) sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
  - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment
- A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
  - (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

### A6 Extra Auction Conduct Conditions

- A6.1 Despite any **condition** to the contrary:
- (a) The minimum deposit **we** accept is £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit
  - (b) Sub-clause (a) of **Auction Conduct Condition** A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the **seller** unless expressly stated otherwise in the **special conditions** provided that where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, the deposit will be held as stakeholder despite any contrary provision in any **condition**; and"
  - (c) where the deposit is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it to the **seller's** conveyancer for them to hold as stakeholder in **our** place. Any part of the deposit not so transferred will be held by **us** as stakeholder.
- A6.2 The **buyer** will pay an administration fee of £800 plus **VAT** to **us** for each **lot** purchased at the **auction**, prior to **auction** or post **auction** in addition to the deposit.
- A6.3 The **buyer** will provide proof of identity and residency to **us**.
- A6.4 **We** may accept payment by debit or credit card. Credit card payment is not allowed for payment of deposit.
- A6.5 **We** may refuse admittance to any person attending the **auction**. **We** do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
- A6.7 The **Seller** will not be under any obligation to remove any rubbish or other items whatsoever from the **lot** prior to **completion** of the purchase and the **Buyer** will not be allowed to delay **completion** or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the **lot**.

## General Conditions

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

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

### G1 The lot

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

### G2 Deposit

- G2.1 The amount of the deposit is the greater of:  
(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and  
(b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit  
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and  
(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the

**seller**.

- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- ### G3 Between contract and completion
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:  
(a) produce to the **buyer** on request all relevant insurance details;  
(b) pay the premiums when due;  
(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;  
(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;  
(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and  
(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

### G4 Title and identity

- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:  
(a) The **buyer** may raise no requisition on or objection to any of the documents that is made available before the auction.  
(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.  
(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.  
(d) If title is in the course of registration, title is to consist of certified copies of:  
(i) the application for registration of title made to the land registry;  
(ii) the **documents** accompanying that application;  
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and  
(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to

- send the completed registration documents to the **buyer**.  
(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):  
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and  
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5 Transfer**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:  
(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and  
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a tenancy) following completion the **buyer** is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6 Completion**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**.  
The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:  
(a) direct transfer to the **seller's** conveyancer's client account; and  
(b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7 Notice to complete**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:  
(a) terminate the **contract**;  
(b) claim the deposit and any interest on it if held by a stakeholder;  
(c) forfeit the deposit and any interest on it;  
(d) resell the **lot**; and  
(e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:  
(a) terminate the **contract**; and  
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8 If the contract is brought to an end**  
If the **contract** is lawfully brought to an end:  
(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and  
(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- G9 Landlord's licence**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:  
(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and  
(b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:  
(a) promptly provide references and other relevant information; and  
(b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.
- G10 Interest and apportionments**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:  
(a) the **buyer** is liable to pay interest; and  
(b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:  
(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

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

## **G11 Arrears**

### **Part 1 Current rent**

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

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

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

### **Part 2 Buyer to pay for arrears**

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

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

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

### **Part 3 Buyer not to pay for arrears**

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

(a) so state; or

(b) give no details of any **arrears**.

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

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

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

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

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

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

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

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

## **G12 Management**

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

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

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

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

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller**

may act as the **seller** intends; and

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

## **G13 Rent deposits**

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

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

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the buyer covenants with the **seller** to: (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## **G14 VAT**

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

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

## **G15 Transfer as a going concern**

G15.1 Where the **special conditions** so state:

(a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

(a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

(a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;

(b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and

(d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

(a) of the **buyer's** **VAT** registration;

(b) that the **buyer** has made a **VAT option**; and

(c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and

(b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;

(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and

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

#### **G16 Capital allowances**

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

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

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

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

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

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

#### **G17 Maintenance agreements**

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

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

#### **G18 Landlord and Tenant Act 1987**

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

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

#### **G19 Sale by practitioner**

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

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

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

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

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

G19.5 Where relevant:

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

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

#### **G20 TUPE**

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

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

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations

under **TUPE** and any **special conditions** in respect of the Transferring Employees.

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

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

#### **G21 Environmental**

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

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

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

#### **G22 Service Charge**

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

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

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the

service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

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

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

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

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

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

#### **G23. Rent reviews**

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

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

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

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