



AUCTIONS

— CHESHIRE & —
NORTH WALES

**CHESHIRE & NORTH
WALES AUCTION**

Tuesday **10th July** 2018 at **2.00pm**
Chester Racecourse, New Crane Street
Chester CH1 2LY

01244 401 100

www.sdlauctions.co.uk

AUCTION VENUE



Tuesday 10th July 2018

(Registration desk opens at 1.00pm) Commencing 2.00pm

Chester Racecourse
New Crane Street, Chester CH1 2LY

Call the team on **01244 401 100**
for further information

UPCOMING AUCTIONS

SDL AUCTIONS

— BIGWOOD —

Birmingham auction: Wednesday 18th July 2018

Venue: Aston Villa FC, Villa Park Stadium, Birmingham B6 6HE

SDL AUCTIONS

— NORTH WEST —

North West auction: Monday 23rd July 2018

Venue: AJ Bell Stadium, 1 Stadium Way, Salford, Manchester M30 7EY

SDL AUCTIONS

— GRAHAM PENNY —

Derby auction: Thursday 26th July 2018

Venue: Pride Park Stadium, Pride Park, Derby DE24 8XL

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— GRAHAM PENNY —

Leicester auction: Thursday 9th August 2018

Venue: Leicester City F.C., King Power Stadium, Filbert Way, Leicester LE2 7FL

SDL AUCTIONS

— GRAHAM PENNY —

Nottingham auction: Tuesday 4th September 2018

Venue: Nottingham Racecourse, Colwick Park, Nottingham NG2 4BE

MESSAGE FROM THE AUCTIONEER

Edward Feather

Managing Director & Auctioneer at
SDL Auctions Cheshire & North Wales



Welcome to our Cheshire & North Wales catalogue

Once again, we're excited to offer a range of 15 lots suitable for all types of buyers at Chester Racecourse this July, including several apartments ideal for investors looking for their next rental opportunity.



The first of these is **Flat 1 The Ropeworks in Chester (LOT 5)** with a guide price* of £95,000+ (plus fees). This first floor one bedroomed apartment is generously proportioned and well presented, offering ready to move into accommodation.

Another noteworthy pair of apartments in Chester is **4a Grange Road (LOT 12)**. An end terraced house which has been divided into two flats occupying the ground and first floor. With a guide price of £145,000+ (plus fees), the property offers the possibility of re-letting the two flats or converting the property back into one single dwelling.

Not afraid of taking on a project? Then we have the perfect property for you. **10 Henry Place in (LOT 4)** is a three bedroomed duplex maisonette with a guide price of £85,000+ (plus fees). In need of a complete makeover, this property is ideally located within easy walking distance of Chester city centre.

Moving over to Northwich, we have a three/four bedroomed detached house in need of a full scheme of modernisation and improvement works. **1 Stanley Grove in Cheshire (LOT 11)** offers a great deal of potential and has a guide price of £95,000+ (plus fees).

Also requiring modernisation and refurbishment is **42 Holborn Road in Holyhead (LOT 9)**. Going under the hammer with a

guide price of £25,000 - £50,000 (plus fees) this five bedroomed, three storey house could be transformed into a desirable home.

If it's commercial property you're on the lookout for, then you've come to the right auction.

Amongst the commercial, mixed use and land opportunities, we are offering **46-48 Abergele Road in Conwy (LOT 10)** under the hammer with a guide price of £120,000+ (plus fees). This three storey mixed-use premises comprises two retail units with office and living accommodation above.

For those looking for an investment opportunity **The Basement in Llandudno (LOT 3)** is ideally situated on Llandudno's South Parade, surrounded by a number of period guest houses, hotels and restaurants. With a guide price of £55,000+ (plus fees) this lot could lend itself to a number of future uses.

We also regularly offer agricultural lots at our auctions such as **Land to the South of Cyffredin in Denbighshire (LOT 8)**. With a guide price of £70,000 - £90,000 (plus fees) this freehold parcel of land measures approximately 9.1 acre and is situated on the outskirts of the Village of St Asaph in a rural setting

If you're interested in any of the lots in this catalogue, please visit our website to download the legal packs and view further property details. If you're not able to make it to the auction room on Tuesday 10th July then you can submit a Telephone, Proxy and Internet Bidding Form - found on page 33 of this catalogue - or you can watch the auction live from our website.

We're already inviting entries to our next Cheshire & North Wales auction on Tuesday 11th September, so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call us on 01244 401 100.

We have 40 auctions across the country in our 2018 calendar including three more this July in Birmingham on Wednesday 18th July at Aston Villa Football ground, Manchester on Monday 23rd July at the AJ Bell Stadium and Derby on Thursday 26th July at Pride Park Stadium. For more dates, check the back of this catalogue or visit www.sdlauctions.co.uk.

MEET THE SDL AUCTIONS TEAM

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IMPORTANT NOTICES TO BE READ BY ALL BIDDERS

BUYING AT AUCTION

1. 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: www.sdlauctions.co.uk 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.
2. Prospective purchasers are advised that sales are subject to (a) the Common Auction Conditions of Sale printed in the catalogue; (b) Special Conditions of Sale which are available for inspection at the office of the Vendors Solicitors, the office of the Auctioneers, in the auction room and online from our website; (c) any addendums or alterations made available for inspection; (d) any late amendments distributed in the room or made by the auctioneers from the rostrum.
- 2A. Prospective purchasers should always check the addendum sheet on the day of the sale to see if there are any alterations or amendments to the particulars or special conditions on the property that they are interested in bidding for. The catalogue has been prepared on the basis of information provided. In some cases, for whatever reason, verification has not been possible prior to printing. Consequently amendments may be made and the purchaser deemed to have full knowledge of them.
3. Prospective purchasers shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant authorities and other bodies. It is advisable to arrange for a survey of the property prior to the auction.
4. As soon as the Auctioneer's gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property. The purchaser is immediately at risk in relation to the property and should therefore have confirmed bank or building society finance arranged (if required) and will also be deemed to have made prior arrangements for any insurance cover that is required. (See footnote).
- 4A. Each bidder will be deemed to be personally liable on making an accepted bid even though he/she purports to act as an agent for the principal purchaser or purports to sign the Memorandum of Sale in a respective capacity.
5. On the fall of the gavel, the successful bidder must immediately present to the Auctioneers Clerk his name and address and if appropriate, the name and address of the person or company on whose behalf he has been bidding. All successful bidders are required to sign and exchange unconditional contracts, or a reservation contract if applicable, with the Auctioneers prior to leaving the room and pay to the Auctioneers a deposit of 10% (or 5% for an unconditional reservation fee sale) of the purchase price (subject to a minimum of £5,000) with completion on or before 20 business days unless an alternative date has been specified for a given property within the Contract and/or within our Vendor's Special Conditions of Sale. All properties must have deposits paid by Bank/Building Society Draft or Visa debit card. Please contact the relevant auction office for advice about acceptable payments. In default of any of the above, the Auctioneer shall be entitled as Agent for the Vendor, to treat the failure or default as a repudiation and rescind the Contract. Thereafter the Auctioneer shall be entitled to re-submit the property for sale and if a successful bidder does not pay a deposit and/or complete the memorandum, the Vendor reserves the right to claim any loss he suffers as a result.
6. All purchasers whether buying prior, during or post Auction are required to pay a buyers administration fee of £1074 inc VAT (unless stated otherwise), this fee is to be added to the deposit, irrespective what costs may be included within the Contract or Special Conditions. A buyers administration fee does not apply where a reservation fee is payable. The reservation fee will be 4.8% inc VAT or 4.2% inc VAT in London of the purchase price, subject to a minimum of £6,000 inc VAT, unless stated otherwise. The reservation fee does not contribute towards the purchase price.

7. If a successful purchaser wishes to remain in the sale room and bid for later lots before transferring to the contracts area, he/she shall be required to surrender to the Auctioneer clerk one form of identity for retention by the auctioneers until such time as the memorandum of sale is completed.
8. The Vendor has a right to sell before auction or withdraw the lot and neither the Auctioneer nor the Vendor is responsible for any abortive costs, loss or damages of a prospective purchaser. Information as to pre-sale or withdrawal of a lot can be obtained from enquiry of the Auctioneers at any time prior to the auction but valid only up to the time of enquiry.
9. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed to be subject or have the benefit of and in respect of any contents, fixtures and fittings expressed to be included in the sale by making an inspection of the property and all the necessary enquiries with SDL Auctions, the Vendor, the Vendor's professional advisors and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
10. The dimensions and/or areas shown in this catalogue are intended to be accurate to within + 5% of the figure shown. If greater accuracy is required we advise intending purchasers to carry out check measuring.
11. All location plans published in the particulars of sale are copyright and are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be sold but are for identification purposes only. The boundary lines and numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Purchasers are advised to view the special conditions in respect of the precise interest to be conveyed.
12. Any guide prices issued or any estimates or values mentioned in negotiations or discussion with the Auctioneers or any of their representatives cannot be relied upon by a prospective purchaser as representing professional valuations for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. In all respects prospective purchasers are deemed to have relied upon their own knowledge or the advice of their own professional or other advisors.
13. Inspection of investment properties is by courtesy of the tenant. Inspection of properties with vacant possession only by arrangement with the Auctioneers. Interested parties should refer to the viewing schedule in the front of the catalogue or alternatively contact the Auctioneers.
14. Purchasers should be aware that they will not be entitled to the keys or access to the property (except by special arrangement) until completion date of the sale.
15. The Auctioneers announcements at the commencement of the sale are an important part of the proceedings. Thereafter the Auction will proceed without delay and the Auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
16. The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have NOT been tested by the Selling Agents. Prospective purchasers should therefore undertake their own investigations/survey to clarify the suitability of such services to meet their particular requirements.
17. We are advised by the Vendor, where appropriate, that an EPC (Energy Performance Certificate) has been commissioned and will be available within the legal pack.
18. The plans provided in this catalogue are for identification purposes only and their accuracy is not guaranteed. All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No. LIGO183).
19. If the purchaser wishes to complete earlier than

the proposed completion date (granted prior agreement with the Vendor), then we strongly recommend that the deposit is paid by cleared funds e.g. Banker's Draft, Building Society Draft or Debit Card. The purchaser must notify the Auctioneer as early as possible of their intention to complete early in order that arrangements can be made to transfer the deposit monies held. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.

20. Offers - We will not forward any offer to our Vendors, unless the offer is above the guide price and prospective purchasers have viewed the property (where applicable) and have perused the legal pack.

PROPERTY INSURANCE

Once the hammer falls at a Property Auction the purchaser becomes liable for the insurance of the property he has bought.

DEFINITION OF GUIDE PRICES

The guide price is an indication of the seller's reserve price and is given to assist prospective purchasers. It is usual, but not always the case, that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period. The 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. Please note the reserve price will not exceed the top end of the guide price but the actual sale price can exceed the guide price. On occasions the sale price does exceed the guide price significantly.

AUCTION FEES

The purchase of any property may include associated fees not listed here. Any additional fees will be confirmed in the legal pack which can be downloaded from our website, www.sdlauctions.co.uk or to find out more about any additional fees associated with any property please call SDL Auctions on 01244 401100. Stamp Duty, Land Tax or Land and Buildings Transaction Tax may also apply in some circumstances. These costs will not be confirmed in the legal pack, it is up to the bidder to make their own enquiries via www.gov.uk/stamp-duty-land-tax or www.revenue.scot/land-buildings-transaction-tax.

DEFINITION OF RESERVE PRICE

The reserve price is 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.

CONDITION OF SALE

The Lots will, unless previously withdrawn, be sold subject to the Special and General Conditions of Sale which have been settled by the Vendors' Solicitors. These Conditions can usually be inspected during the usual office hours at the offices of the Vendor's Solicitors mentioned in these particulars during the five days (exclusive of Saturday and Sunday), immediately before and exclusive of the day of the Sale. Most auction packs may be viewed online, visit www.sdlauctions.co.uk The Conditions may also be inspected in the Sale Room at the time of the Sale, but they will NOT then be read. The Purchaser shall be deemed to bid on those terms, whether he shall have inspected the Conditions or not.

PROPERTY MISREPRESENTATION

The Agents for themselves and for the Vendors of these Lots, whose Agents they are, give notice that: These Particulars do not constitute any part of an offer, or a contract. All the statements contained in these particulars as to the Lots are made without responsibility and are not to be relied on as statements or representations of fact and they do not make or give any representations or warranty whatsoever in relation to these Lots. Any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these Particulars.

FREQUENTLY ASKED QUESTIONS

- Q. What order will the lots be offered in?**
A. The Lots are offered as listed in the catalogue (Yes we are asked this question frequently!)
- Q. Can I view the properties before the Auction?**
A. Yes, please contact the office or book onto the set viewing appointments online at www.sdlauctions.co.uk.
- Q. What is a reserve price?**
A. A reserve price is the price stipulated as the lowest acceptable by the vendor. This figure is confidential between the vendor and auctioneer.
- Q. Is the guide price the same as the reserve price?**
A. No, not always. The guide is an indication given by the Auctioneer. Where the guide price is a bracket figure, the reserve cannot exceed the top end of the bracket price. If the guide price is a single figure, then the reserve can be up to 10% in excess of this.
- Q. How do I register to bid at the auction?**
A. You must register on the day of the Auction at the auction venue, you will need 2 forms of original or certified identification (one photo and one proof of address) to register. To save you time on auction day, you can fill in the registration form within this catalogue and bring it with you on the day.
- Q. How long does it take to offer each lot?**
A. Each lot varies; there is no set amount of time per lot although it is generally approximately 2-3 minutes per lot.
- Q. If I am a successful bidder how much deposit do I have to pay?**
A. Normally 10% of the purchase price for an unconditional sale, however we do recommend checking the legal pack to confirm this as some lots vary. If the property is sold via the unconditional reservation fee method then a 5% deposit is payable. The deposits are subject to a minimum fee of £5,000.
- Q. How is the deposit payable?**
A. Either by banker's draft (made payable to "SDL Auctions") or debit card.
- Q. How much should I make my bank draft for?**
A. 10% of your maximum offer, if you purchase the property for less than your maximum offer, the full amount of monies will be used as your deposit i.e. more than 10% deposit paid and you will pay less on completion. If you purchase the property for slightly more than your intended maximum offer you can top your deposit up with a debit card.
- Q. If I am a successful purchaser when do I have to complete the purchase and pay the balance monies?**
A. The normal completion period is 20 business days after the sale, although you should inspect the legal pack to confirm this as some lots vary.
- Q. How can I view the legal pack and contract before the auction?**
A. These are available to view on our website and are uploaded as and when we receive them from the appointed solicitor. They can also be inspected on the day of the auction in the auction room.
- Q. If I am unable to attend the auction can I bid by proxy, telephone or internet?**
A. Yes, a proxy, telephone or internet bidding form is available within the catalogue or on our website. This form must be completed and returned to the Auctioneers along with a bank draft or building society draft for the deposit and buyers fee at least 48 hours prior to the Auction Sale for telephone and internet bids and 24 hours for proxy bids.
- Q. If I am unable to attend the Auction, can someone bid on my behalf?**
A. Yes, however they must bring with them 2 forms of original identification for you and for themselves, along with an authorisation letter from yourself. It must be noted that should you default, the bidder will be liable.
- Q. Can I make an offer prior to the Auction?**
A. Yes, some vendors will consider selling prior to the auction but only on the condition that an unconditional contract is exchanged before the auction with a cleared funds deposit.
- Q. How can I make this offer?**
A. Offers must be made in writing or by email to chester@sdlauctions.co.uk. Verbal offers will not be accepted. Offers may not be acknowledged, but you will be contacted within 7 days if your offer is accepted.
- Q. Can I have the property surveyed before the auction?**
A. Yes, your surveyor must contact us for access.
- Q. Do some lots not sell?**
A. Yes, if a reserve price is not reached the lot will not sell. We continue to market most unsold properties after the auction so you may still purchase these lots, however all post-auction sales are under auction terms.
- Q. Are there any further costs to pay in addition to the sale price?**
A. A buyers administration fee of £1074 inc VAT (see Important Notices in the catalogue) is payable on exchange to SDL Auctions if the lot is sold unconditionally. If a property is an unconditional reservation fee lot or conditional reservation fee lot then a reservation fee of 4.8% inc VAT or 4.2% inc VAT in London, (subject to a minimum fee of £6000 inc VAT) is payable (unless stated otherwise). The reservation fee does not contribute towards the purchase price. Any further additional costs, which are payable in addition to the purchase price will be included within the Special Conditions that are attached to the Contract. Therefore all prospective purchasers must inspect the legal packs and we strongly advise that all prospective purchasers request a legal representative to go through the pack for every lot that you may wish to bid on, in order to be made fully aware of any additional costs, if applicable.
- Q. Why is a reservation fee payable on some lots?**
A. A buyers reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price. A buyers administration fee is not payable on these lots.
- Q. If I do not complete the sale are there any penalties?**
A. Yes, firstly you will lose your deposit and admin fee, furthermore the Vendor may sue you for the balance owed and any further losses caused.
- Q. Will I be able to get a mortgage on the property?**
A. Not all properties are suitable for mortgage security and we strongly recommend that you arrange for an independent survey to be carried out if you require mortgage finance.
- Q. How do I know whether the details given in the catalogue change or a property is withdrawn or sold prior?**
A. An addendum is available on our website (www.sdlauctions.co.uk) at all times and is updated regularly and is also available at the auction. Alternatively, you can register for our email alert service by emailing us on marketing@sdlauctions.co.uk It is essential that you see the addendum prior to bidding.
- Q. Can I go on the permanent mailing list to receive future auction catalogues?**
A. Yes, contact us by telephone (01244 401 100) or by email (marketing@sdlauctions.co.uk)

PROOF OF IDENTITY & ADDRESS

All bidders and buyers must provide two forms of identification, one photographic and one proof of address in order to register and receive a bidding paddle.

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

PHOTOGRAPHIC ID

- Current signed passport
- Current full UK/ EU driving licence*
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- State Pension, Benefit Book or notification letter*

EVIDENCE OF ADDRESS

- Current full UK/ EU driving licence*
- Utility bill issued with the last 3 months
- Local Authority tax bill
- Bank, Building Society or Credit Union statement from a UK lender
- State Pension, Benefit Book or notification letter*

***These documents may be used as proof of identification or evidence of address but NOT both.**

WHAT ELSE DO I NEED TO BRING...

- **If I am bidding as an agent for the buyer?**
 - Written authority from the buyer stating they give you authority to bid on their behalf.
 - ID for the bidder and buyer
- **If there is more than one individual purchasing jointly?**
 - ID is required for each buyer.
- **If the provider of funds is different to the bidder or buyer?**
 - ID for the funds provider
 - ID for the bidder and buyer
- **If I am bidding for a Limited company or Limited Liability Partnership (LLP)?**
 - ID for the bidder
 - Certificate of incorporation
 - Proof of registered office address
- Full names of board of directors (unless company is listed on a regulated market)
- ID for shareholders holding more than 25% of share capital
- **If I am bidding for an unincorporated business or partnership?**
 - ID for the bidder
 - Written authority from the company that you have the authority to purchase on behalf of the company at the auction
 - Certificate of incorporation
- **If I am bidding for a Trust (or similar)?**
 - ID for the bidder
 - ID for each beneficial owner
 - ID relating to the settler of the trust
 - ID for each trustee

TOP 10 REASONS TO BUY YOUR PROPERTY BY AUCTION



Buying at auction can be a great way to snap up a property bargain. All the stresses of a drawn-out sale are avoided and you get to experience the buzz of auction day.

Here's our top 10 reasons to buy at auction:

1. SPEED

Nobody likes a lengthy sales process and with auctions there is no quicker way to buy a property. On the fall of the hammer, both parties are in a legal binding contract which then typically leads to completion in 28 days. No more waiting months for those keys.

2. BARGAINS

With guide prices starting from just £1, you can potentially snap up a property under the hammer at a low price. With most properties at auction guided below market value, you could find yourself leaving the venue with a purchase and a smile.

3. VARIETY

It's not just houses we sell, there's all sorts filling the pages of our catalogues. From windmills to garages, toll houses to churches, banks, bookshops, breweries - we've even sold toilets before! Together with more traditional flats, houses and offices; auctions are a great place to find something unique.

4. FIXED TIMESCALE

One of the great things about auctions is that as the completion time is listed in the legal pack prior to the auction, so you know exactly when you'll be getting the keys. With an unconditional sale from the minute the hammer falls, the property is yours, you exchange contracts immediately then typically complete occurs within the following 28 days.

5. INSTANT INCOME

Whether you're an investor with a portfolio of houses or offices, or a landlord looking for your next buy-to-let prospect - we regularly sell tenanted lots to suit all requirements. So, as of the day of legal completion, all that rental income will be yours.

6. NO GAZUMPING

Don't you hate it when you've had an offer accepted only to be gazumped by another buyer? Well in an unconditional auction sale there's no risk of that! Once the hammer falls, the sale is final and no one else can come in with a higher bid so that property is yours for sure.

7. FAIR CHANCE

Auctions offer complete transparency - everybody has a fair chance to place their bid and the purchase is more secure than traditional methods. If there is a particular lot that catches your eye, some vendors will accept pre-auction offers, however, the offer would need to be well in excess of the guide price and therefore at a level that might not be reached with competitive bidding in the auction room.

8. DOCUMENTS UP FRONT

All of our properties come with legal packs which can be downloaded for free from our website prior to the auction. The information can include details such as local searches, title deeds, planning permissions, tenancy agreements and Energy Performance Certificates (EPC).

9. REMOTE BIDDING OPTIONS

If you can't make it to the auction room on the day, then don't worry, we have you covered! With telephone, internet and proxy bidding, you can be in control of your bidding from the comfort of your own home.

10. YOU COULD BE A STAR!

With BBC One's Homes under the Hammer regularly attending our auctions, they're always on the lookout for people to star in their next episode. So, if you're looking for your next fixer-upper then you could find yourself on the small screen alongside Martin Roberts or Dion Dublin.

Go to the blog on our website - www.sdlauctions.co.uk - to read our top 10 reasons to sell at auction.

Entries are now invited for our next
Cheshire & North Wales auction

Tuesday 11th September 2018

Please call 01244 401 100 for a **FREE** valuation

www.sdlauctions.co.uk

ORDER OF SALE & *GUIDE PRICES

All guide prices are subject to additional non-optional fees, including the buyers administration fee. Please see Important Notices in the catalogue for a definition of Auction Fees.

LOT 1.	2 Earlswood Avenue, Prestatyn	£90,000+
LOT 2.	Flat 1 Central Court, Ffrith, Wrexham	£50,000+
LOT 3.	The Basement, 7-8 South Parade, Llandudno	£55,000+
LOT 4.	10 Henry Place, Newtown, Chester, Cheshire	£85,000+
LOT 5.	Flat 1 The Ropeworks, Whipcord Lane, Chester, Cheshire	£95,000+
LOT 6.	37a New Chester Road, Wirral, Merseyside	£35,000 - £40,000
LOT 7.	39a New Chester Road, Wirral, Merseyside	£35,000+
LOT 8.	Land to the South of Cyffredin, Waen, St. Asaph, Denbighshire	£70,000 - £90,000
LOT 9.	42 Holborn Road, Holyhead	£25,000 - £50,000
LOT 10.	46-48 Abergele Road, Colwyn Bay, Conwy	£120,000+
LOT 10A.	13 Love Lane, Denbigh, Denbighshire	£50,000+
LOT 11.	1 Stanley Grove, Northwich, Cheshire	£95,000+
LOT 12.	4a Grange Road, Chester, Cheshire	£145,000+
LOT 12A.	63 Church Street, Flint, Flintshire	£125,000 - £150,000
LOT 13.	2 & 4 Beaconsfield Road, Shotton, Deeside, Flintshire	£218,000+

UNCONDITIONAL & CONDITIONAL AUCTIONS EXPLAINED

U Unconditional

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a buyers administration fee of £1074 including VAT (unless an alternative administration fee has been quoted in the important notices to bidders at the front of the catalogue)
- Please note additional charges may apply and these will be included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)

Please note all lots in this catalogue are being sold subject to unconditional terms unless otherwise stated (and showing the UR or CR icon).

UR Unconditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)

CR Conditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange (unless an alternative date has been specified in the reservation contract)

*The reservation fee represents a different set of charges to the regular auction lots. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price.

Please ensure you understand the difference between conditional and unconditional auctions (and which type of auction you are bidding on), the associated costs and your legal obligation. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.

Please note ALL fees and deposits are non-refundable

SDL AUCTIONS

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— CHESHIRE & —
NORTH WALES

DEPOSITS

Important Information

All properties are subject to a 10% deposit* (subject to a £5000 minimum deposit) which is payable on the exchange of contracts.

Deposits can be paid by debit card or bankers draft.

There is also a buyers administration fee or reservation fee to pay on exchange. An explanation of additional fees can be found overleaf.

*Unless stated otherwise in the legal pack.

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All deposits must be paid by:-



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vendors we NO longer
accept any cheques.**

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no card charges for payments made
by debit card.

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A GUIDE TO ADDITIONAL FEES

Important notice relating to fees, costs and charges payable by the buyer in addition to the purchase price

BUYERS ADMINISTRATION FEE

All buyers will be required to pay a Buyers Administration Fee of £1074 inc VAT or a reservation fee of 4.8% inc VAT or 4.2% inc VAT in London, subject to a minimum of £6,000, payable on each lot purchased whether purchasing prior, during or after the auction.

ADDITIONAL FEES, COSTS AND CHARGES

In addition to the purchase price, buyers may be required to pay additional fees, costs and charges. These may include, but are not limited to, Value Added Tax (VAT), Stamp Duty, ground rents, rent arrears/apportionment of rent, outstanding service charges, sellers search costs/disbursements, reimbursements of sellers solicitors, auctioneer costs or reservation fees. All prospective buyers are advised to inspect the legal documents including the contract and special conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

All bidders are assumed to have inspected the legal packs available on our website – www.sdlauctions.co.uk – and in the auction room prior to bidding and are fully aware of all terms and conditions including any fees, costs, charges, completion dates and other relevant matters which may be applicable, once they have successfully purchased the property.

FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please contact the team on 01244 401 100 or email at chester@sdlauctions.co.uk



A VACANT DETACHED BUNGALOW REQUIRING REFURBISHMENT

PROPERTY DESCRIPTION:

A double fronted three bedroom detached bungalow situated just off the A548 coast Road linking Prestatyn to Rhyl in a residential location close to a number of local amenities and recreation facilities. In need of a scheme of modernisation, the property is situated on a generous size plot well set back from the road offering spacious and flexible internal accommodation which will be of interest to those people looking for a project to take on. The bungalow is heated by electric storage heaters and already benefits from some UPVC double glazing, and has the potential to create off street parking (subject to any necessary permissions).

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living/dining room, three bedrooms, bathroom.

Outside: L shaped side and rear garden.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £90,000+ (plus fees)**





A VACANT TWO BEDROOMED MAISONETTE

PROPERTY DESCRIPTION:

The property is set back from the road and located within the heart of a picturesque village approximately 6 miles outside Wrexham town centre. Whilst requiring some minor cosmetic upgrading, this appealing property would make either a perfect base or buy to let investment. UPVC double glazing is installed whilst externally there is private parking to the rear. This popular setting offers some basic amenities within a short stroll whilst the neighbouring village of Cefn Y Bedd offers railway links to surrounding towns and cities.

ACCOMMODATION:

Ground Floor: Entrance hall.

First Floor: Kitchen, living room, two bedrooms, bathroom.

Outside: Communal front yard, off street parking to the rear.

ENERGY EFFICIENCY RATING: F

TENURE: Leasehold. We understand the annual ground rent is approximately £25 per annum and subject to a lease signed in 2004 for 99 years thus having approximately 85 years left. Further information will be confirmed within the legal pack.

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

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A COMMERCIAL BASEMENT PREMISES SITUATED IN A PRIME LOCATION ON LLANDUDNO'S SOUTH PARADE

PROPERTY DESCRIPTION:

The property comprises a number of various rooms which could lend itself to a number of future uses including possible residential development (subject to any necessary consents). The accommodation is in need of renovation but is extremely well located and is surrounded by a number of period guest houses, hotels and restaurants. Ideal investment opportunity.

ACCOMMODATION:

External steps leading down to -

Ground Floor Basement Level: Entrance vestibule, hall, two office rooms, kitchen, bathroom, wc, two store rooms, three further rooms.

Outside: External storing cupboard housing gas fired central heating boiler.

ENERGY EFFICIENCY RATING: E

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



LOT OFFERED IN PARTNERSHIP WITH:



***GUIDE PRICE £55,000+ (plus fees)**



A PURPOSE BUILT THREE BEDROOMED DUPLEX MAISONETTE

PROPERTY DESCRIPTION:

A purpose built three bedroom duplex maisonette situated within easy walking distance of Chester city centre. In need of a complete scheme of refurbishment the property, which affords accommodation arranged over ground and first floors, offers considerable potential either for an owner occupier not afraid of taking on a project or for investment purposes. Ideally located for Chester train station, Hoole and the variety of amenities situated close by which includes Northgate Arena.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living room, wc.

First Floor: Three bedrooms, bathroom.

Outside: Bike shed/store situated in nearby St Anne’s Tower.

AUCTIONEERS NOTE: We understand any new owner would have the right to apply for a residents parking permit from the local authority housing trust (sanctuary housing).

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £85,000+ (plus fees)**



LOT OFFERED IN PARTNERSHIP WITH:





A VACANT ONE BEDROOMED APARTMENT

PROPERTY DESCRIPTION:

A first floor one bedroom apartment located in a purpose built development just off Whipcord Lane, within walking distance to Chester city centre and a number of amenities including Sealand Road and Telfords Warehouse. Well presented internally the flat offers ready to move into accommodation, ideally suited either to an owner occupier or rental investor. The open plan kitchen/living/dining room is generously proportioned measuring over 24ft in length. There is the benefit of one allocated parking space with extra visitor spaces available on a first come first serve basis.

ACCOMMODATION:

Ground Floor: Communal entrance hall.

First Floor: Entrance hall, open plan living/dining kitchen, bedroom, bathroom.

ENERGY EFFICIENCY RATING: D

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £95,000+ (plus fees)**



LOT OFFERED IN PARTNERSHIP WITH:





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Speak to **Matt Royle** in the auction room or contact us at:



01244 402940



chesterlettings@humphreysofchester.co.uk



humphreysofchester.co.uk

LOT 6**37A NEW CHESTER ROAD, NEW FERRY, WIRRAL, MERSEYSIDE CH62 1AA****RESIDENTIAL INVESTMENT OPPORTUNITY COMPRISING
FIRST FLOOR FLAT PRODUCING AN ANNUAL RENTAL
INCOME OF £4,180****PROPERTY DESCRIPTION:**

A first floor flat currently let producing an annual income of £4,180. Situated on a busy High Street above a commercial premises, the property is independently accessed and would make an ideal investment purchase for a landlord with a rental yield in excess of 10% (if purchased at our last quoted guide price). New Ferry is located approximately 5 miles south west of Liverpool and approximately 16 miles north of Chester. The town centre offers a variety of local amenities and facilities.

ACCOMMODATION:

First Floor: Kitchen, living room, bedroom, bathroom.

AUCTIONEERS NOTE: Accommodation details have been provided by the vendor and not inspected at the time of catalogue publication. We believe a new 125 year lease will be in place at a ground rent of £100 per annum.

ENERGY EFFICIENCY RATING: D

TENURE: Leasehold **SUBJECT TO TENANCY**

VIEWING: Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £35,000 - £40,000 (plus fees)**

**LOT 7****39A NEW CHESTER ROAD, NEW FERRY, WIRRAL, MERSEYSIDE CH62 1AA****RESIDENTIAL INVESTMENT OPPORTUNITY COMPRISING
A FIRST FLOOR FLAT PRODUCING AN ANNUAL RENTAL
INCOME OF £3,540****PROPERTY DESCRIPTION:**

A first floor flat currently let producing an annual income of £3,540. Situated on a busy High Street above a commercial premises, the property is independently accessed and would make an ideal investment purchase for a landlord with a rental yield in excess of 10% (if purchased at our last quoted guide price). New Ferry is located approximately 5 miles south west of Liverpool and approximately 16 miles north of Chester. The town centre offers a variety of local amenities and facilities.

ACCOMMODATION:

First Floor: Kitchen, living room, bedroom, bathroom.

AUCTIONEERS NOTE: Accommodation details have been provided by the vendor and not inspected at the time of catalogue publication. We believe a new 125 year lease will be in place at a ground rent of £100 per annum.

ENERGY EFFICIENCY RATING: E

TENURE: Leasehold

SUBJECT TO TENANCY

VIEWING: Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £35,000+ (plus fees)**



LOT 8

LAND TO THE SOUTH OF CYFFREDIN, WAEN, ST. ASAPH, DENBIGHSHIRE LL18 5RT

A FREEHOLD PARCEL OF AGRICULTURAL LAND BELIEVING TO MEASURE APPROXIMATELY 9.1 ACRES

PROPERTY DESCRIPTION:

The land is situated on the outskirts of the Village of St Asaph in a rural setting, just off the B5429 which is accessed directly off the A55 expressway. The land in question represents an excellent opportunity to acquire a mainly flat area which could be suited to a variety of agricultural uses. The nearby hamlets of Cwm and Rhualt are easily accessible by car.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site.

***GUIDE PRICE £70,000 - £90,000 (plus fees)**



LOT 9

42 HOLBORN ROAD, HOLYHEAD LL65 2AT

A FIVE BEDROOMED MID TERRACE PROPERTY REQUIRING A SCHEME OF MODERNISATION AND IMPROVEMENT THROUGHOUT.

PROPERTY DESCRIPTION:

A five bedroom mid terrace house benefiting from UPVC double glazing and central heating, situated in the historic port town of Holyhead on the North Wales coast. This large three storey property is now in need of a scheme of modernisation and improvement but has the potential to be transformed into a desirable home and would suit an owner occupier looking for a property to improve, or an investor/developer with the possibility of converting into flats subject to any necessary planning consents. The property is located within easy reach of the town centre and offers well proportioned accommodation throughout.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living room, dining room.

First Floor: Three bedrooms, bathroom.

Second Floor: Two bedrooms.

Outside: On street parking to the front, rear courtyard.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £25,000 - £50,000 (plus fees)**



If you can't make the auction room, you can bid on the telephone, by proxy or online.

See the form at the back of this catalogue.

LOT 10

46-48 ABERGELE ROAD, COLWYN BAY, CONWY LL29 7PA

A THREE STOREY TOWN CENTRE PREMISES COMPRISING TWO GROUND FLOOR RETAIL UNITS WITH OFFICE AND LIVING ACCOMMODATION ABOVE

PROPERTY DESCRIPTION:

A three storey town centre premises comprising two independent ground floor retail units with office and living accommodation on the first and second floors accessed via 46 Abergele Road. Located on a main route through Colwyn Bay town centre the property is surrounded by a number of independent and national businesses including a number of food outlets. We understand the building has been offered for let recently at £20,000 per annum but is sold with vacant possession.

ACCOMMODATION:

46 Abergele Road - Ground Floor: Retail area, storage room, wc.

First Floor: Two offices, kitchen, wc.

Second Floor: Kitchen, living room, bedroom with en-suite (to be completed), second bedroom, bathroom.

48 Abergele Road - Ground Floor: Retail area, wc/storage area.

ENERGY EFFICIENCY RATING: C

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £120,000+ (plus fees)**



LOT 10A

13 LOVE LANE, DENBIGH, DENBIGHSHIRE LL16 3LT

TWO BEDROOMED MID TERRACE HOUSE IN NEED OF COSMETIC UPGRADING

PROPERTY DESCRIPTION:

A characterful two bedroom, three storey mid terrace Cottage situated within walking distance of Denbigh town centre and offered with vacant possession. Now requiring some cosmetic upgrading the property would make an excellent rental investment or base for those people looking to downsize. Internally there is an open plan dining kitchen with a bedroom and bathroom to the first floor and further bedroom to the second floor.

ACCOMMODATION:

Ground Floor: Kitchen/dining/living room.

First Floor: Bedroom, bathroom.

Second Floor: Bedroom.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £50,000+ (plus fees)**





THREE/FOUR BEDROOMED DETACHED HOUSE IN NEED OF A FULL SCHEME OF MODERNISATION AND IMPROVEMENT

PROPERTY DESCRIPTION:

A two storey, three/four bedroomed detached house occupying a pleasant position just off Manchester Road in the village of Lostock Gramam just outside Northwich. Although benefiting from some UPVC double glazing, the property requires a full scheme of modernisation and improvement but offers a great deal of potential. Internally there are well proportioned room sizes which include three ground floor reception rooms. Externally there is a dual driveway and a rear garden.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living room, dining room, study/bedroom, bathroom.

First Floor: Three bedrooms, bathroom.

Outside: Dual driveway parking and rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £95,000+ (plus fees)**





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LOT 12

4A GRANGE ROAD, CHESTER, CHESHIRE CH2 2AN

A VACANT END OF TERRACE HOUSE COMPRISING TWO FLATS ARRANGED OVER GROUND AND FIRST FLOORS

PROPERTY DESCRIPTION:

A two storey end terrace property built of brick elevations beneath a pitched slate roof situated within walking distance of Chester city centre. Currently the property is divided into two flats occupying ground and first floors which have been previously let but are now vacant, and therefore offers the possibility of re-letting the two flats or converting the property back into one single dwelling, subject to any necessary consents. The property is in need of modernisation but stands back from the road behind a front garden.

ACCOMMODATION:

Flat One: Kitchen, living room, utility/pantry, bedroom, bathroom.

Flat Two: Kitchen, living room, two bedrooms, study, bathroom.

Outside: Front and rear garden, driveway parking to the rear, detached garage.

ENERGY EFFICIENCY RATING: Ground Floor - D; Top Floor - Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £145,000+ (plus fees)**



LOT 12A

63 CHURCH STREET, FLINT, FLINTSHIRE CH6 5AF

RESIDENTIAL DEVELOPMENT OPPORTUNITY

PROPERTY DESCRIPTION:

A detached former church hall built in the late 1800's and offered with the benefit of planning permission to convert the building into four residential apartments. Under the current planning consent (Flintshire County Council Ref: 056309) the ground floor would consist of three apartments with a fourth larger apartment spanning the majority of the first floor. One of the flats has already been partly converted and is in habitable condition. Additionally there is a kitchen and W.C. facilities along with further floor area which could be incorporated within any new design, subject to any relevant consents. In our opinion once constructed the flats would be worth in the region of £300-£320k.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



***GUIDE PRICE £125,000 - £150,000 (plus fees)**

THE FOLLOWING LOTS ARE BEING SOLD UNCONDITIONALLY WITH A RESERVATION FEE OR CONDITIONALLY WITH A RESERVATION FEE.

UNCONDITIONAL & CONDITIONAL AUCTIONS EXPLAINED

UR Unconditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)

CR Conditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange (unless an alternative date has been specified in the reservation contract)

*The reservation fee represents a different set of charges to the regular auction lots. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price.

Please ensure you understand the difference between conditional and unconditional auctions (and which type of auction you are bidding on), the associated costs and your legal obligation. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.

Please note ALL fees and deposits are non-refundable

SDL AUCTIONS

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TEN BEDROOMED HMO PRODUCING AN ANNUAL RENTAL INCOME OF £50,000

PROPERTY DESCRIPTION:

Situated in a popular residential area is this detached, ten bedroomed House of Multiple Occupancy (HMO). A fantastic investment opportunity with an annual gross income of £50,000. According to the managing agent, there is regular long term demand for this type of accommodation and would typically achieve £140 per double room and £70 for a single per week. There is also potential to convert back to two single residential dwellings (previous usage) subject to gaining the necessary planning consents.

ACCOMMODATION:

Ground Floor: Side entrance to hall, inner hall, lounge, kitchen, utility room, conservatory, two ground floor shower rooms, cloak room, three double bedrooms, one single bedroom.

First Floor: Two further shower rooms, four double bedrooms and two single bedrooms.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £218,000+ (plus fees)**



LOT OFFERED IN PARTNERSHIP WITH:



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PAYMENT DETAILS

I enclose a Bank/Building Society Draft or debit card details for the 10% deposit (subject to a minimum of £5,000) plus the Buyers Administration Fee of £1074 inc VAT (unless otherwise stated in the Important Notices)

I attach Bank Draft/Building Society Draft for: £ In words:

Card Number:

Valid from: Expires End: Issue: CSC:

Name (as it appears on card):

NOTE: Any drafts and/or debit card details supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid.

TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone, internet or written bids on the following Terms and Conditions.

- The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or Building Society Draft or Debit Card details (cleared funds) for 10% of the maximum amount of the bid for each Lot subject to a minimum of £5,000 per Lot, plus the buyers administration fee of £1074 inc VAT (unless otherwise stated in the Important Notices).
- The form must be hand delivered, posted or emailed to the relevant auction office to arrive prior to the auction day. It is the Bidder's responsibility to check that the form is received by SDL Auctions and this can be done by telephoning the office.
- Due to money laundering obligations we require two forms of identity, one photo identification i.e passport or driving licence and one proof of address i.e bank statement or utility bill, no more than 3 months old. By signing this agreement you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and the General and Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any of the addendum relating to the relevant Lot. The addendum can, and should, be checked by visiting our website www.sdlauctions.co.uk or at the Auction prior to bidding.
- In the case of telephone bids, at about the time the Lot comes up for auction, attempts will be made to contact the Bidder by telephone and, if successful, the Bidder may then compete in the bidding up to the maximum of the amount authorised in the completed authority form. The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, then the Bidder will not be able to participate in the Auction.
- In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL Auctions do not take any liability or responsibility should there be any interruption or suspension of internet services.
- In the case of written bids, SDL Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, SDL Auctions will not bid. SDL Auctions do not guarantee to regulate the

bidding so that the maximum authorised bid actually falls to the written bidder.

- SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt, omission, uncertainty as to their bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid would be made on behalf of the Bidder and accept no liability.
- In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contract having been formed on the fall of the hammer).
- In the event of a Contract the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit subject to a minimum of £5,000 per Lot, plus the buyers administration fee of £1074 inc VAT (unless specified differently on the Important Notices clause 6), however if monies are received over 10%, this will result in the purchaser paying a lesser sum on completion.
- In the event that the Bidder is unsuccessful in gaining the Contract the deposit monies shall be returned to the Bidder promptly. However, if paid by debit card or bank transfer, these monies may take up to 10 working days to refund.
- Once delivered to the Auctioneers the authority to bid is binding on the Bidder up to 8.00pm on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- The authority can only be withdrawn by notification in writing delivered to the auction office by 4pm the day before the Auction or into the hands of the Auctioneer in the Auction Room half an hour before the start of that day's auction. It is the Bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the Bidder.
- If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from SDL Auctions staff as empowered under the telephone/written/internet authority. SDL Auctions would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- The receipt of a telephone, written or internet bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor SDL Auctions shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
- The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.

NOTE: Visit our website www.sdlauctions.co.uk to print further copies of the Authority Form.

Signature of prospective purchaser

Date of Signature

I hereby confirm that I have read the General, Additional and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments which may be read by the Auctioneers on the Auction Day.

I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.

IMPORTANT NOTICE TO ALL TELEPHONE BIDDERS:

A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the bidder may compete in the bidding through the Auctioneer's staff. The Auctioneer will not be held responsible for instructions or authorisations given to them which are unclear or incomplete and these bids will not be accepted. If it is impossible to obtain telephone contact or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Once you have completed this form please send it to SDL Auctions together with your draft for the 10% deposit and buyers administration fee and also your identification documents in accordance with the money laundering legislation detailed in this catalogue.

SDL Auctions may send you details of future auctions. Please tick here if you do not wish to receive further communication from us.

Common Auction Conditions (Edition 4 June 2018)

Reproduced with the consent of the RICS

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

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 appear in small capitals 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:

- the date specified in the SPECIAL CONDITIONS; or
- 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 is regulated by a competent UK regulatory authority 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE 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 sold before or after the AUCTION:

- the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- 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 (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge).

GENERAL CONDITIONS

The SALE CONDITIONS headed "GENERAL CONDITIONS OF SALE", including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

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, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) 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 schedule of TENANCIES (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 seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 INTRODUCTION

The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR ROLE

- As agents for each SELLER we have authority to
 - prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
 - offer each LOT for sale;
 - sell each LOT;
 - receive and hold deposits;
 - sign each SALE MEMORANDUM; and
 - 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 or fails to provide identification as required by the AUCTIONEERS.

A22 OUR decision on the conduct of the AUCTION is final.

A23 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.

A24 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.

A25 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A26 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 BIDDING AND RESERVE PRICES

- All bids are to be made in pounds sterling exclusive of VAT.
- WE may refuse to accept a bid. WE do not have to explain why.
- If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A34 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.

A35 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.

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. 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, 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 only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION

- 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);
- sign the completed SALE MEMORANDUM; and
- pay the deposit.

A5.4 If YOU do not WE may either

- 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
- sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit

- must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
- may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
- is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
- 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

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 Where WE hold the deposit as stakeholder WE 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.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

- YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
- YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.9 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

- Despite any CONDITION to the contrary:
 - The minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit
 - WE do not accept cash or cheque for all or any part of the deposit
 - Sub-clause (d) of AUCTION CONDUCT CONDITION A5.5 shall be deemed to be deleted and shall be replaced with the following:

"(d) 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"
 - 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 WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

Common Auction Conditions of Sale (Edition Four June 2018 Reproduced with the Consent of the RICS)

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

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 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. The SELLER must discharge FINANCIAL CHARGES 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:
- matters registered or capable of registration as local land charges;
 - matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - notices, orders, demands, proposals and requirements of any competent authority;
 - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - rights, easements, quasi-easements, and wayleaves;
 - outgoings and other liabilities;
 - any interest which overrides, under the Land Registration Act 2002;
 - matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
 - 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. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
 - the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- the DOCUMENTS, whether or not the BUYER has read them; and
 - the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 DEPOSIT

- G2.1 The amount of the deposit is the greater of:
- any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
 - 10% of the PRICE (exclusive of any VAT on the PRICE).
- G2.2 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.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 BETWEEN CONTRACT AND COMPLETION

- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
 - the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- must produce to the BUYER on request all relevant insurance details;
 - must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
 - gives no warranty as to the adequacy of the insurance;
 - must 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;
- must, 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
 - (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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 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.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 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 to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE. The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- 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.
 - If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE 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.
 - If title is in the course of registration, title is to consist of:
 - certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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.
 - 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):
- 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
 - the covenant set out in section 4(1)(b) 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 Money Laundering Regulations and Land Registry Rules.
- ### G5 TRANSFER
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- 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
 - the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- G5.2 If the SELLER has any liability (other than to the BUYER) 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.

- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
 - the form of new lease is that described by the SPECIAL CONDITIONS; and
 - the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- ### 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, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
 - the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- 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. The person giving the notice must be READY TO COMPLETE.
- G7.2 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
- terminate the CONTRACT;
 - claim the deposit and any interest on it if held by a stakeholder;
 - forfeit the deposit and any interest on it;
 - resell the LOT; and
 - 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:
- terminate the CONTRACT; and
 - 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:
- the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
 - 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 or sublet 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 ("licence notice").
- G9.4 The SELLER must
- use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
 - enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- provide references and other relevant information; and
 - 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 SELLER has not given licence notice to the BUYER 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 the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
- ### G10 INTEREST AND APPOINTMENTS
- 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 money due

	from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.		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;		connection with the BUYER's claim for capital allowances.
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 promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.		(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	G16.3	The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
G10.3	Income and outgoings are to be apportioned at the 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;		(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.	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.
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 (or 366 in a leap 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.	G13 RENT DEPOSITS		G17 MAINTENANCE AGREEMENTS	
G10.5	If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.	G13.1	Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.	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.
G11. ARREARS		G13.2	The remainder of 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.	G17.2	The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.
<i>Part 1 - Current rent</i>		G13.3	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.	G18 LANDLORD AND TENANT ACT 1987	
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 on the most recent rent payment date on or within four months preceding COMPLETION.	G13.4	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.	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
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.			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.
G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.			G19 SALE BY PRACTITIONER	
<i>Part 2 - BUYER to pay for ARREARS</i>		G14 VAT		G19.1	This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.	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.	G19.2	The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
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.	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.	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.
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.	G15 TRANSFER AS A GOING CONCERN		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.
<i>Part 3 - BUYER not to pay for ARREARS</i>		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.	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.
G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS (a) so state; or (b) give no details of any ARREARS.	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.	G19.6	The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
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.	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.	G20 TUPE	
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.	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.	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.
G12 MANAGEMENT		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.	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.
G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.			G21 ENVIRONMENTAL	
G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.			G21.1	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
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	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.	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.
		G16 CAPITAL ALLOWANCES		G22 SERVICE CHARGE	
		G16.1	This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.	G22.1	This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
		G16.2	The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in	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:				
	(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or				
	(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;				
	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 the 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 the 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 CONTRACTS (Rights of Third Parties) Act 1999.				
G30	EXTRA GENERAL CONDITIONS				
G30.1	DEPOSIT GENERAL CONDITION G2 shall be deemed to be deleted in its entirety and shall be replaced by the following:				
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 to the AUCTIONEERS in pounds sterling by debit card or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means that the AUCTIONEERS may accept) and				
	(b) is to be held as agent for the SELLER unless the SPECIAL CONDITIONS expressly state otherwise. 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 stakeholder, then:				
G2.3	Where the AUCTIONEERS hold the deposit as stakeholder, then:				
	(a) they are entitled with the consent and irrevocable authority of the BUYER (which the BUYER hereby acknowledges and grants) to release such deposit to the SELLER'S solicitors upon receipt by the AUCTIONEERS of written confirmation from the SELLER'S solicitors that COMPLETION has taken place and, for the avoidance of doubt, upon the AUCTIONEERS releasing the deposit, their liability as stakeholder shall be discharged				
	(b) if COMPLETION does not take place, the AUCTIONEERS are authorised (and the SELLER and the BUYER acknowledge and irrevocably confirm their agreement to such authority) to				
	release it 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"				
G30.2	LANDLORD AND TENANT ACT 1987				
	The following provisions shall apply in addition to those set out in GENERAL CONDITION 18:				
18.3	Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ("the Acts") apply to the sale of the LOT and the qualifying tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the intention of acquiring the SELLER'S interest in the LOT, the SELLER will inform the BUYER of this as soon as possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of and take over the benefit and burden of the CONTRACT and purchase the LOT.				
18.4	If the nominee does elect to purchase the LOT in accordance with the Acts and pays a deposit to the SELLER or the AUCTIONEERS in accordance with the CONTRACT:				
	(a) the SELLER will repay any deposit paid in accordance with the CONTRACT to the BUYER but without any additional payment relating to interest				
	(b) the CONTRACT shall have effect as if the nominee had entered into it and the agreement with the BUYER shall be null and void and of no further effect but without prejudice to the rights of the SELLER in respect of any previous breach by the BUYER				
	(c) the BUYER shall take all necessary steps to cancel any registrations at Land Registry or Land Charges Registry entered in respect of the agreement for the sale of the LOT to the BUYER				
	(d) completion of the sale of the LOT to the nominee shall take place 22 BUSINESS DAYS after the day on which the nominee complies with the provisions of the Acts and takes over the CONTRACT				
	(e) the nominee shall immediately pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE				
18.5	If the nominee does not comply with the provisions of the Acts COMPLETION shall be 30 BUSINESS DAYS after the date of the SALE MEMORANDUM or (if earlier) a date (not earlier than 10 BUSINESS DAYS after the date of the SALE MEMORANDUM) which is 10 BUSINESS DAYS after the SELLER notifies the BUYER in writing that the nominee has served or is deemed to have served notice of withdrawal under the Acts.				
G30.3	RELEASE OF SELLER FROM COVENANTS IN LEASES				
	With regard to the Landlord & Tenant (Covenants) Act 1995 ("the 1995 Act"):				
	(a) the SELLER may within the period commencing on the date of the SALE MEMORANDUM up to COMPLETION serve notice on any tenant of the LOT in accordance with the 1995 Act requesting a complete release of the SELLER from future liability under the lessor covenants contained in any relevant TENANCIES				
	(b) if the SELLER serves any such notice the SELLER shall use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the BUYER agrees promptly to supply to the BUYER'S cost such information as the SELLER reasonably requires to satisfy the tenant under any relevant TENANCY or the Court that it is reasonable to grant the release requested				
	(c) in the event of the SELLER failing to obtain any such release from the said covenants by COMPLETION or not serving any such notice then, in the TRANSFER, the BUYER shall covenant with the SELLER:				
	(i) to serve notice in writing on the SELLER on completion or within 5 BUSINESS DAYS after completion of the transfer of the LOT or any part of it by the BUYER to any transferee of the BUYER				
	(ii) until such time (if ever) that the SELLER is released from the lessor's covenants in any relevant TENANCY, the BUYER will obtain a covenant from its transferee in favour of the SELLER in identical form (mutatis mutandis) to this clause and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the title to the property transferred a restriction preventing the registration of any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or that the SELLER has been fully released from future liability under the covenants contained in any relevant TENANCY				
G30.4	BUYER'S FEE				
	The BUYER and, where applicable, the nominee appointed by qualifying tenants under the provisions of the Landlord & Tenant Act 1987 (as amended by the Housing Act 1996) shall be jointly and separately liable to pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE. The buyer's fee is payable in respect of each LOT purchased.				

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Wednesday 25th April
Tuesday 10th July
Tuesday 11th September
Wednesday 31st October
Thursday 13th December

01244 401 100

Derby

Thursday 22nd February
Wednesday 11th April
Thursday 31st May
Thursday 26th July
Thursday 13th September
Thursday 1st November
Friday 14th December

01332 242 880

North West

Wednesday 28th February
Monday 26th March
Thursday 24th May
Monday 23rd July
Wednesday 12th September
Tuesday 30th October
Tuesday 11th December

0161 774 7333

Birmingham

Thursday 15th February
Wednesday 28th March
Wednesday 23rd May
Wednesday 18th July
Thursday 6th September
Thursday 18th October
Wednesday 12th December

0121 233 5046

Leicester

Thursday 8th February
Tuesday 17th April
Thursday 14th June
Thursday 9th August
Tuesday 9th October
Thursday 29th November

0116 254 9654

Nottingham

Wednesday 31st January
Thursday 15th March
Thursday 3rd May
Tuesday 26th June
Tuesday 4th September
Thursday 25th October
Thursday 6th December

0115 958 8702

