

SDL AUCTIONS

- CHESHIRE & -NORTH WALES

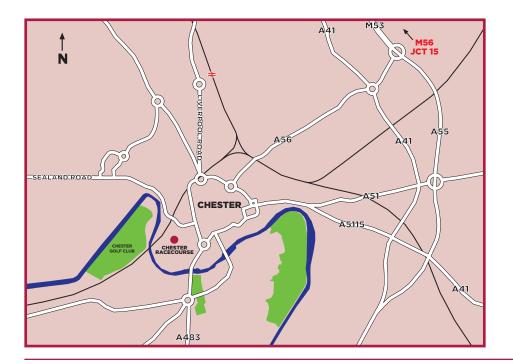
CHESHIRE & NORTH WALES AUCTION

Wednesday **13th September** 2017 at **2.00pm**Chester Racecourse, New Crane Street
Chester CH1 2LY

01244 401 100

www.sdlauctions.co.uk

AUCTION VENUE



Chester Racecourse, New Crane Street, Chester, CH1 2LY

Wednesday 13th September 2017

Commencing 2.00pm

PROOF OF IDENTITY & ADDRESS

All bidders 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 IDENTIFICATION

- Current signed passport
- Current full UK/EU Photo Card Driving Licence* (new or old style, provisional licence will not be accepted)
- 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* (new or old style, provisional licence will not be accepted)
- Utility bill issued within the last three months (not a mobile phone bill)
- Local Authority tax bill (valid for the current year)
- Bank, Building Society or Credit Union statement 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.

If the successful bidder is buying on behalf of someone else then a letter of authority is required in addition to two forms of identification (one photo and one proof of address) for both the purchaser and the bidder.

DEPOSITS

Deposits will be payable immediately following the fall of the gavel. Payment is required by: Debit/Credit Cards (3.5% surcharge applies) • Banker's Draft • Building Society Draft

MESSAGE FROM THE AUCTIONEER



Welcome to our Cheshire & North Wales auction catalogue

It's time for our September auction at Chester Racecourse and having sold more than 750 lots across the UK so far this year, we're looking forward to once again matching some lucky bidders with their new properties.

The pages of our catalogue are filled with 24 residential property, commercial property and land lots from across the Cheshire and North Wales area with *guide prices for land starting from only £900 and only £38,000 for properties.

Whether you're looking for a tenanted or vacant property, development land or a commercial purchase, there is something for everyone in this auction.

Amongst the lots going under the hammer are:

• LOT 1: 6 Phillip Street in Hoole, Chester - a three bedroomed end-terrace property in need of a full scheme of refurbishment and with a guide price of £120,000+.

- LOT 6: 100 Conway Road in Llandudno a six bedroomed end-terrace period property in need of a scheme of renovation and repair and with potential to create a wonderful family home or convert into flats. The guide price is £125,000 - £150,000+.
- LOT 21: Felin Gadeg Cottage in Llansannan, Denbigh a two bedroomed detached cottage occupying a plot believing to extend to one acre and benefitting from a paddock to one side and a forge to the front. The guide price is £165,000+.

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 Wednesday 13th September then you can submit a Proxy, Telephone and Online 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 at Chester Racecourse on Wednesday 25th October, so if you'd like to arrange a free no obligation appraisal find me or a member of our auctions team in the auction room or call us on 01244 401 100.

Our 2017 auction calendar features more than 35 dates across the country including those in Cheshire, Nottingham, Derby, Leicester, Birmingham and our new venue in Manchester covering the North West. All dates can be found on the back page of this catalogue or on our website www.sdlauctions.co.uk.



COMMERCIAL PROPERTY MESSAGE

We have several excellent development land opportunities going under the hammer in our next Cheshire and North Wales auction.

In Merthyr Tydfil we have five adjoining freehold vacant parcels of land on Greenfield Terrace (LOTS 14-18), close to residential housing and opposite Gellifaelog Primary School. The five plots each have guide prices of £900 and each have the potential for residential development or change of use (subject to obtaining all necessary consents).

We also have a pair of plots at Cardiff Road in Treharris, Mid Glamorgan (LOT 19) which have the potential for development into a pair of semi-detached dwellings, as per the artist's impressions in the legal pack and subject to purchaser's individual development enquiries to the local authority. The guide price is £2,000+.

Our latest addition to our commercial property team in Cheshire and North Wales is Howard Elliot-Jones. Howard is from Northop in North Wales and has an excellent knowledge of the commercial property market in the Cheshire and North Wales region so if you have a

commercial property you're thinking of selling under the hammer, call him for a free valuation on 01244 401 100.

Full details on all of the lots in the Cheshire & North Wales September auction can be found in this catalogue or by visiting our website at www.sdlauctions.co.uk.





Ian Tudor

MEET THE SDL AUCTIONS TEAM

The Auctioneers & Directors



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IMPORTANT NOTICES TO BE READ BY ALL BIDDERS

BUYING AT AUCTION

- 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.
- 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.
- 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.
- 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 with the Auctioneers prior to leaving the room and pay to the Auctioneers a deposit of 10% 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, Visa debit card or credit card (3.5% charge). Please contact the relevant auction office for advice about acceptable payments. In default of any of the 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 resubmit 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 £954 inc VAT, this fee is to be added to the deposit, irrespective what costs may be included within the Contract or Special Conditions. An administration fee does not apply where a reservation fee is payable.
- 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 Auctioneers

- 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.
- 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 401 100. 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.
- pay? A. Normally 10% of the purchase price, however we do recommend checking the legal pack to confirm this as some lots may vary. This is subject to a minimum deposit fee of £5,000.

Q. If I am a successful bidder how much deposit do I have to

- Q. How is the deposit payable? A. Either by cheque, banker's draft (made payable to "SDL Auctions") or debit card. A surcharge of 3.5% will be levied on credit card payments.
- 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 or credit 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
- Q. How can I view the legal pack and contract before the

confirm this as some lots vary.

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.

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 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

Q. If I am unable to attend the Auction, can someone bid on

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

A. An administration fee of £954 inc VAT (see Important Notices in this catalogue) is payable on exchange to SDL Auctions. 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 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. An 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)

REGISTRATION OF BIDDERS

BIDDERS	NO:

You will be required to register before you can take part in the auction. If you would like to be prepared you can fill in our Auction Registration Form below ready to bring with you on the day.

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A COFFEE WITH...

Joe Onions

Assistant residential valuer, SDL Auctions Cheshire & North Wales



I am an assistant residential valuer for the Cheshire & North Wales auction team working alongside auctioneer Edward Feather.

I joined the SDL Auctions team when the property auctions arm of Humphreys of Chester was acquired by the SDL Group last year. Prior to that I was working as an auctions negotiator for over two years.

I love how diverse the auction world is, but the best part for me is dealing with members of the public who might never have sold a property before, helping them to get the right advice and solicitor, and getting them the best market price for their property.



What is your business motto?

Listen to your clients' needs and wishes so you can help them in the

What is the best quality of SDL Auctions, and how is it different to other auction businesses?

SDL Auctions has a great work atmosphere; you are expected to work hard but also enjoy yourself in the process.

What is office like for you and your team?

I'm very lucky to work in such a great team. We're productive and we all enjoy what we do.

What is your approach to work / life balance?

I like to work as hard as I can throughout the day so that when I leave I can feel like I've made a difference and so that I can relax and enjoy my evenings.

What is your approach to making contacts which are useful for the business?

I speak to so many people on a day to day basis. Everyone I speak to are useful in one way or another, maybe as a buyer or seller, or referring partner, but I don't have a set approach to networking. I try to find out how I can help them, either now or in the future.

Who has inspired you most in your business life, and why?

It's difficult to pinpoint really. I've worked with a couple of people in my career so far who have really helped and inspired me. My mentor when I worked in sales was a lady called Ruth Tinsley who was always smiling and had my best interests at heart, in fact she's the reason I'm where I am today. I also have my current mentor, and friend Edward Feather, our auctioneer who has shown me the auction ropes and shows me what I have to do to thrive.

What is your proudest achievement in business?

Actually, it was quite a personal and emotional sale which I helped secure at one of our auctions last year. The lady was selling her daughters house under very difficult circumstances and she asked for our support throughout the whole sale process. I was fortunate enough to be on the phone to the telephone bidder in the auction room who purchased the property and I was so happy for her.

What drives and motivates you?

I always try to do my best in all areas of my life - work life and private life. It's just a part of who I am.

If you hadn't been valuer for Cheshire & North Wales, what would you do instead?

Ideally a footballer!

What time of day are you at your best, and why?

First thing in the morning. That's when I go through all our enquiries and set myself up for a productive day.

Do you use Facebook, Twitter or other social media?

I use Facebook, Instagram and Snapchat quite a lot but I'm not as much of a fan of Twitter.

If you could have a coffee with anyone, who would it be, and what would be your choice?

It would have to be Bill Gates. He's an intelligent guy and I'd love to just speak to him about how he became such a success. Plus he's incredibly rich so hopefully he'd pay for the coffee!

How do you relax outside of work?

Football. My life outside of work is football. I play on a Monday, Tuesday, Wednesday, Thursday, Saturday and sometimes Sunday. I am mad for the sport and it's what helps me relax. Not during the game, that's intense and probably the least relaxed you can be but the feeling once the game is over be it win or lose I'm relaxed.

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.	6 Phillip Street, Hoole, Chester, Cheshire	£120,000+
LOT 2.	17 Cornwall Avenue, Runcorn, Cheshire	£60,000+
LOT 3.	Land situated off Byrnford Hill, Brynford, Holywell	£5,000 - £10,000
LOT 4.	58 Stratford Road, Blacon, Chester, Cheshire	£60,000+
LOT 5.	22 Pen Y Maes, Meliden, Prestatyn, Clwyd	£70,000+
LOT 6.	100 Conway Road, Llandudno	£125,000 - £150,000
LOT 7.	11 Madeley Close, Broughton, Chester, Cheshire	£115,000+
LOT 8.	The Bungalow, Chester Road, Buckley, Cheshire	£75,000+
LOT 9.	Land to the rear of 1-7 Church Street, Rhuddlan	£10,000 - £15,000
LOT 10.	51 Childers Street, Hyde Park, Doncaster	£40,000+
LOT 11.	8 Rainton Road, Hyde Park, Doncaster	£65,000+
LOT 11A.	188 St. Mary's Road, Garston, Liverpool	£50,000+
LOT 12.	Flat 29A, Derby Street, Stoke-on-Trent, Staffordshire	£38,000+
LOT 13.	Flat 29B, Derby Street, Stoke-on-Trent, Staffordshire	£40,000+
LOT 14.	Plot 1, Land at Greenfield Terrace, Merthyr Tydfil	0009
LOT 15.	Plot 2, Land at Greenfield Terrace, Merthyr Tydfil	£900
LOT 16.	Plot 3, Land at Greenfield Terrace, Merthyr Tydfil	£900
LOT 17.	Plot 4, Land at Greenfield Terrace, Merthyr Tydfil	£900
LOT 18.	Plot 5, Land at Greenfield Terrace, Merthyr Tydfil	£900
LOT 19.	Plots 9 & 10 Cardiff Road, Treharris, Mid Glamorgan	£2,000+
LOT 20.	44 Ormonde Road, Chester, Cheshire	£99,000+
LOT 21.	Felin Gadeg Cottage, Llansannan, Denbigh, Denbighshire	£165,000+
LOT 22.	56 Long Lane, Upton, Chester, Cheshire	£225,000+
LOT 23	Briarcroft, Church Road, Dodleston, Chester, Cheshire	£150,000+
LOT 24.	124 Phillip Street, Hoole, Chester, Cheshire	£150,000+

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 £954 inc. VAT (unless otherwise stated in the important notices or where a reservation fee is applicable) 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

6 PHILLIP STREET, HOOLE, CHESTER, CHESHIRE CH2 3BY



END-TERRACE PROPERTY REQUIRING FULL SCHEME OF REFURBISHMENT

PROPERTY DESCRIPTION:

A three bedroomed end-terrace property located in one of Chester's most sought after locations, in the thriving suburb of Hoole which offers a wide variety of locally revered pubs, restaurants and independent shops. Now in need of a full scheme of refurbishment this keenly guided Victorian house benefits already from UPVC double glazing and central heating, and is sure to attract interest from a wide variety of buyers either looking to purchase a property for themselves or for investment purposes.

ACCOMMODATION:

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

bathroom.

First Floor: Three bedrooms. Outside: Rear courtyard.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £120,000+ (plus fees)





17 CORNWALL AVENUE, RUNCORN, CHESHIRE WA7 5AX



TRADITIONAL THREE BEDROOMED SEMI-DETACHED HOUSE **REQUIRING IMPROVEMENTS THROUGHOUT**

PROPERTY DESCRIPTION:

A bay fronted three bedroomed semi-detached house situated on a residential no through road, just a short distance from Runcorn town centre offering several shops, schools and amenities. Built of brick elevations beneath a pitched roof, the property already benefits from gas central heating but does now require a full scheme of modernisation and would be suitable either for investment or resale purposes upon completion of the required works.

ACCOMMODATION:

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

First Floor: Three bedrooms, bathroom.

Outside: Driveway parking, garage and rear garden.

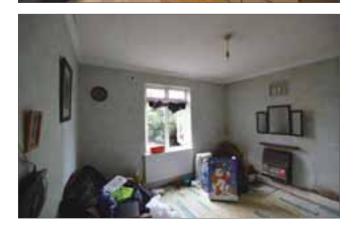
ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

By arrangement with the auctioneers - 01244 401100





*GUIDE PRICE £60,000+(plus fees)

LAND SITUATED OFF BYRNFORD HILL, BRYNFORD, HOLYWELL CH8 7SW

UNIQUE OPPORTUNITY TO PURCHASE A PARCEL OF LAND EXTENDING TO APPROX. 0.14 ACRES

PROPERTY DESCRIPTION:

A square plot of elevated land benefiting from both pedestrian and vehicular access from the main B5121 Brynford Hill and enjoying some lovely views out towards the Dee Estuary. Intriguingly the land which is fenced and gated is actually a previous water tank reservoir and still retains a hatch access from the land surface fully equipped we believe with ladders which lead down. Sales of such rare and interesting units like this are not common and should be of interest to a wide variety of prospective buyers.

AUCTIONEERS NOTE:

The auctioneers have not accessed the water tank internally and cannot vouch for its overall size although we believe it to be of concrete construction.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Internal viewings will not be possible. Enquiries to the auctioneers - 01244 401100.



*GUIDE PRICE £5,000 - £10,000 (plus fees)

LOT 4

58 STRATFORD ROAD, BLACON, CHESTER, CHESHIRE CHI 5NZ

THREE BEDROOMED MID-TERRACE REQUIRING FULL SCHEME OF REFURBISHMENT

PROPERTY DESCRIPTION:

A three bedroomed mid-terrace property located in a popular suburb on the outskirts of Chester benefiting from a number of amenities and facilities locally as well as good access into the city centre. The property now requires a full scheme of refurbishment and would make an ideal purchase for a local investor either for rental or resale purposes. Internally the accommodation is well proportioned with the first floor extending over the alleyway below.

ACCOMMODATION:

Ground Floor: Living room, dining room, kitchen.

First Floor: Three bedrooms, bathroom. Outside: Front and rear gardens.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers - 01244 401100





*GUIDE PRICE £60,000+ (plus fees)



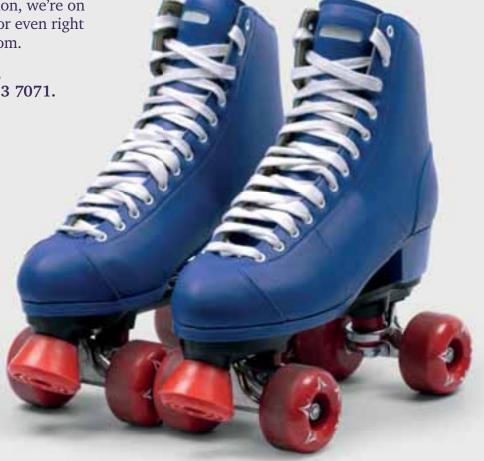


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22 PEN Y MAES, MELIDEN, PRESTATYN, CLWYD LL19 8PY



THREE BEDROOMED SEMI-DETACHED PROPERTY IN **FAVOURABLE VILLAGE LOCATION**

PROPERTY DESCRIPTION:

A delightful three bedroomed semi-detached house situated in the quiet village of Meliden which boasts a small array of shops including a general store as well as being a short drive from the A55 Expressway with links to Chester and North Wales. The property occupies a slightly elevated position and enjoys far reaching views to the rear looking towards the coast and Irish Sea. Traditionally built, the property benefits by way of double glazing and gas fired central heating but is now in need of some modernisation and improvement. Excellent investment or first-time purchase.

ACCOMMODATION:

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

First Floor: Three bedrooms, bathroom. Outside: Front garden and enclosed yard.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers -01244 401100





*GUIDE PRICE £70,000+ (plus fees)

100 CONWAY ROAD, LLANDUDNO LL30 1PP



SIX BEDROOMED END-TERRACE PERIOD PROPERTY IN NEED OF RENOVATION AND REPAIR

PROPERTY DESCRIPTION:

An end-terrace period property offering sizeable accommodation set over three floors, located on the main arterial route into the thriving seaside town of Llandudno. Now in need of a scheme of renovation and repair, this six bedroom house offers plenty of potential for a lucky buyer to create a wonderful family home. Alternatively the size of the property could lend itself to conversion into flats, subject to gaining the necessary planning consents. The property is just a short drive to the north shore with a range of facilities and amenities available, as well as being within close proximity to the A470 which has links with the A55 North Wales Expressway.

ACCOMMODATION:

Ground Floor: Living room, dining room, kitchen, under stairs storage. First Floor: Landing, kitchen, bedroom with en-suite, two further

bedrooms.

Second Floor: Three bedrooms. Outside: Driveway and rear yard.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers -

01244 401100

LOT OFFERED IN PARTNERSHIP WITH:





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





11 MADELEY CLOSE, BROUGHTON, CHESTER, CHESHIRE CH4 0ST

TWO BEDROOMED DORMER BUNGALOW IN SOUGHT AFTER LOCATION

PROPERTY DESCRIPTION:

A delightful two bedroomed dormer bungalow located in a quiet culde-sac within close proximity of Broughton shopping park as well as the A55 Expressway with links to Chester, Liverpool and Manchester. The property is in good condition throughout and situated on a large fan shaped plot offering plenty of potential for future extension, subject to gaining any necessary planning permissions.

ACCOMMODATION:

Ground Floor: Kitchen, dining room, living room, bathroom.

First Floor: Two bedrooms.

Outside: Driveway, front and rear gardens.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers -

01244 401100



LOT OFFERED IN PARTNERSHIP WITH:



*GUIDE PRICE £115,000+ (plus fees)

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If you would like the opportunity to work with SDL Auctions please contact Edward Feather on 01244 401 100 or email chester@sdlauctions.co.uk

THE BUNGALOW, CHESTER ROAD, BUCKLEY, CHESHIRE CH7 3AE



DETACHED BUNGALOW WITH EXCELLENT POTENTIAL

PROPERTY DESCRIPTION:

A three bedroomed detached bungalow conveniently located just off Chester Road on the main approach into Buckley town centre. Now in need of a full scheme of renovation, the property offers considerable potential being set on a good sized plot with well-proportioned internal accommodation including two loft rooms. We believe the property may be suitable for extension or alteration subject to any necessary planning consents.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living room, three bedrooms,

bathroom.

First Floor: Two loft rooms.

Outside: Gardens and garage.

AUCTIONEERS NOTE: The property is accessed between 9 - 11 Chester Road and whilst vehicle access is possible we advise prospective purchasers to take good care on the approach or park locally and access by foot on one of our specific viewing dates.



TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £75,000+ (plus fees)





LAND TO THE REAR OF 1-7 CHURCH STREET, RHUDDLAN LL18 2YA

FREEHOLD PARCEL OF LAND

PROPERTY DESCRIPTION:

A freehold parcel of land situated to the rear of 1-7 Church Street, accessed just off the main High Street within the desirable Village of Rhuddlan which is home to a variety of local amenities and within easy travelling distance of the A55 Expressway. The land has the benefit of both vehicular and pedestrian access and could have the potential for some form of redevelopment, subject to any necessary planning consents. There are a number of both residential and commercial properties that border the land which offers a variety of future uses.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

Direct on site or enquiries to the auctioneers -01244 401100.





*GUIDE PRICE £10,000 - £15,000 (plus fees)

SEPT 17

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LOT 10

51 CHILDERS STREET, HYDE PARK, DONCASTER DN4 5BZ

PART-TENANTED FOUR BEDROOMED HOUSE OF MULTIPLE **OCCUPATION**

PROPERTY DESCRIPTION:

A part-tenanted, four bedroomed HMO benefiting from UPVC double glazing and gas central heating. The property is ideally located within the Hyde Park area of Doncaster, just half a mile from the town centre with all its amenities, shops, schools and transport links.

ACCOMMODATION:

The auctioneers have not inspected the property internally and therefore the accommodation details cannot be relied upon. Full details of the tenancies can be found within the legal pack.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold PART LET/PART VACANT

VIEWING: External viewings only.

*GUIDE PRICE £40,000+ (plus fees)



LOT 11

8 RAINTON ROAD, HYDE PARK, DONCASTER DN1 2AP

FIVE BEDROOMED MID-TERRACE HOUSE OF MULTIPLE **OCCUPATION**

PROPERTY DESCRIPTION:

A part-tenanted, five bedroomed HMO benefiting from UPVC double glazing and gas central heating. The property is ideally located within the Hyde Park area of Doncaster, just half a mile from the town centre with all its amenities, shops, schools and transport links to Rotherham and Sheffield.

AUCTIONEERS NOTE: The auctioneers have not inspected the property and therefore the accommodation details cannot be relied upon. Details of the tenancies can be found within the legal pack.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold PART LET/PART VACANT

VIEWING: External viewings only.

*GUIDE PRICE £65,000+ (plus fees)



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NORTH WALES

188 ST. MARY'S ROAD, GARSTON, LIVERPOOL L19 2JJ

MID-TERRACE PROPERTY SPLIT INTO TWO SELF CONTAINED FLATS

PROPERTY DESCRIPTION:

A double fronted terrace property currently comprising two self contained flats arranged over the ground and first floor, well located close to a number of local amenities and facilities nearby. The ground floor comprises a one bedroom flat whilst the first floor is home to a two bedroom flat, both vacant and in need of some modernisation. This would make an ideal investment purchase for a local landlord looking to take advantage of strong rental yields. There is good access into the City Centre by either train or regular bus services whilst the immediate surrounding area offers a number of local shops, schools and leisure facilities.

ACCOMMODATION:

Flat One: Kitchen, living room, bedroom, bathroom.
Flat Two: Kitchen, living room, two bedrooms, bathroom.

AUCTIONEERS NOTE: The auctioneers have not yet inspected the property internally and therefore cannot the verify the accommodation details which have been provided by the vendor.

ENERGY EFFICIENCY RATING: Flat 1 - D; Flat 2 - D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £50,000+ (plus fees)



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— CHESHIRE & —— NORTH WALES

www.sdlauctions.co.uk

FLAT 29A DERBY STREET, STOKE-ON-TRENT, STAFFORDSHIRE ST1 3LE

EXCELLENT INVESTMENT OPPORTUNITY

PROPERTY DESCRIPTION:

A delightful one bedroomed flat conveniently located close to the city centre, currently producing a healthy rental income. Having been recently refurbished by the current owner to include modern kitchen and bathroom fittings, the property benefits from gas central heating, UPVC double glazing and would make an excellent investment purchase.

ACCOMMODATION:

Entrance hall, lounge/dining room, kitchen, bedroom, bathroom.

AUCTIONEERS NOTE: The accommodation has not yet been inpsected by the auctioneers and therefore the details cannot be relied upon. Full details of the tenancy can be found within the legal pack.

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold SUBJECT TO TENANCY

VIEWING: By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £38,000+ (plus fees)



LOT 13

FLAT 29B DERBY STREET, STOKE-ON-TRENT, STAFFORDSHIRE ST1 3LE

EXCELLENT INVESTMENT OPPORTUNITY

PROPERTY DESCRIPTION:

A delightful one bedroomed flat conveniently located close to the city centre, currently producing a healthy rental income. Having been recently refurbished by the current owner to include modern kitchen and bathroom fittings, the property benefits from gas central heating, UPVC double glazing and would make an excellent investment purchase.

ACCOMMODATION:

Entrance hall, lounge/dining room, kitchen, bedroom, bathroom.

AUCTIONEERS NOTE: The accommodation has not yet been inpsected by the auctioneers and therefore the details cannot be relied upon. Full details of the tenancy can be found within the legal pack.

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold SUBJECT TO TENANCY

VIEWING: By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £40,000+ (plus fees)



LOT 14

PLOT 1, LAND AT GREENFIELD TERRACE, MERTHYR TYDFIL CF47 9HN

FREEHOLD LAND WITH POSSIBLE DEVELOPMENT OPPORTUNITIES (STPC).

PROPERTY DESCRIPTION:

A freehold vacant parcel of land with road frontage onto Greenfield Terrace being close to residential housing and opposite Gellifaelog Primary School. Possible potential for residential development or change of use subject to obtaining all necessary consents. Plots 1 - 5 will be offered as separate adjoining lots. The auctioneers have not viewed the land and buyers are to rely on their own enquiries.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

Direct on site or enquiries to the auctioneers - 01244 401100

*GUIDE PRICE £900 (plus fees)

LOT 15

PLOT 2, LAND AT GREENFIELD TERRACE, MERTHYR TYDFIL CF47 9HN

FREEHOLD LAND WITH POSSIBLE DEVELOPMENT OPPORTUNITIES (STPC).

PROPERTY DESCRIPTION:

A freehold vacant parcel of land with road frontage onto Greenfield Terrace being close to residential housing and opposite Gellifaelog Primary School. Possible potential for residential development or change of use subject to obtaining all necessary consents. Plots 1 - 5 will be offered as separate adjoining lots. The auctioneers have not viewed the land and buyers are to rely on their own enquiries.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

Direct on site or enquiries to the auctioneers - 01244 401100



*GUIDE PRICE £900 (plus fees)

LOT 16

PLOT 3, LAND AT GREENFIELD TERRACE, MERTHYR TYDFIL CF47 9HN

FREEHOLD LAND WITH POSSIBLE DEVELOPMENT OPPORTUNITIES (STPC).

PROPERTY DESCRIPTION:

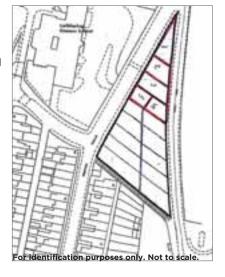
A freehold vacant parcel of land with road frontage onto Greenfield Terrace being close to residential housing and opposite Gellifaelog Primary School. Possible potential for residential development or change of use subject to obtaining all necessary consents. Plots 1 - 5 will be offered as separate adjoining lots. The auctioneers have not viewed the land and buyers are to rely on their own enquiries.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site or enquiries to the auctioneers - 01244 401100



*GUIDE PRICE £900 (plus fees)

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LOT 17

PLOT 4, LAND AT GREENFIELD TERRACE, MERTHYR TYDFIL CF47 9HN

FREEHOLD LAND WITH POSSIBLE DEVELOPMENT OPPORTUNITIES (STPC).

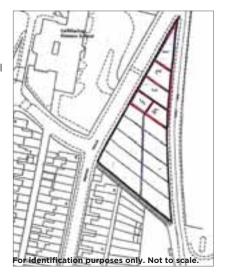
PROPERTY DESCRIPTION:

A freehold vacant parcel of land with road frontage onto Greenfield Terrace being close to residential housing and opposite Gellifaelog Primary School. Possible potential for residential development or change of use subject to obtaining all necessary consents. Plots 1 - 5 will be offered as separate adjoining lots. The auctioneers have not viewed the land and buyers are to rely on their own enquiries.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

Direct on site or enquiries to the auctioneers - 01244 401100



*GUIDE PRICE £900 (plus fees)

LOT 18

PLOT 5, LAND AT GREENFIELD TERRACE, MERTHYR TYDFIL CF47 9HN

FREEHOLD LAND WITH POSSIBLE DEVELOPMENT OPPORTUNITIES (STPC).

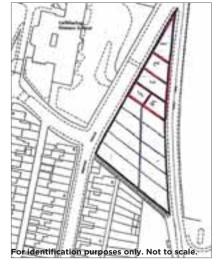
PROPERTY DESCRIPTION:

A freehold vacant parcel of land with road frontage onto Greenfield Terrace being close to residential housing and opposite Gellifaelog Primary School. Possible potential for residential development or change of use subject to obtaining all necessary consents. Plots 1 - 5 will be offered as separate adjoining lots. The auctioneers have not viewed the land and buyers are to rely on their own enquiries.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

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PLOTS 9 & 10 CARDIFF ROAD, TREHARRIS, MID GLAMORGAN CF46 5EY

RESIDENTIAL DEVELOPMENT OPPORTUNITY (STPC).

PROPERTY DESCRIPTION:

The plots are accessed via a right of way off Cardiff Road and are offered as a pair as one lot. The land may have future potential for development and these details provide an initial artist's impression of how the plots could be combined and developed to create a pair of semi-detached dwellings. Purchasers are deemed to rely on their own enquiries in regard to development requirements to the local authority and may wish to utilise this artist's impression to take forward initial discussions.

LOCATION:

Situated off Cardiff Road the land lies to the east of Treharris centre and close to the junction of Cardiff Road with the B4255. Local facilities are available within Treharris including a range of shopping facilities and transport links are provided by local bus routes with a rail connection at Quakers Yard. The A470 lies to the west providing access north to Merthyr Vale or south to Pontypridd.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct On Site. Enquiries to the auctioneers - 01244 401100





*GUIDE PRICE £2,000+ (plus fees)

LOT 20

44 ORMONDE ROAD, CHESTER, CHESHIRE CH2 2AH

SPACIOUS GROUND FLOOR TWO BEDROOMED **APARTMENT**

PROPERTY DESCRIPTION:

A spacious ground floor two bedroomed apartment well located within walking distance of Chester city centre, Countess Hospital and Chester's main University campus. Currently let and achieving £600 per calendar month, this larger than expected flat is tucked away towards the end of a quiet no through road and benefits from driveway parking, garage and rear garden. Well presented internally, the property would make an ideal no fuss rental investment for a local investor with similar apartments currently under offer between £125,000 - £130,000 (source Rightmove August 2017).

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, living room, two bedrooms,

Outside: Off street parking, garage and rear garden.

ENERGY EFFICIENCY RATING: C

TENURE: See Legal Pack

SUBJECT TO TENANCY

By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £99,000+ (plus fees)





FELIN GADEG COTTAGE, LLANSANNAN, DENBIGH LL16 5ND



DETACHED COTTAGE IN IDYLLIC VILLAGE LOCATION

PROPERTY DESCRIPTION:

A delightful two bedroomed detached cottage set in an idyllic location just over a mile from the village of Llansannan, occupying a plot believing to extend to one acre. The property benefits from a paddock to one side and a forge to the front which could be used for stabling and/or garaging, subject to any necessary planning permissions. The property is superbly positioned with amazing views of the surrounding countryside as well as benefiting from sizeable rear gardens with views over the passing Aled river. Llansannan benefits from a post office, convenience store, primary school and public house and is within close proximity of the A55 expressway which serves a network of motorways leading to Chester, Liverpool and Manchester.

ACCOMMODATION:

Ground Floor: Utility room, kitchen, dining room, living room.

First Floor: Two bedrooms, bathroom. Outside: Gardens, paddock, outbuildings.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers - 01244 401100

*GUIDE PRICE £165,000+ (plus fees)





56 LONG LANE, UPTON, CHESTER, CHESHIRE CH2 1JD



WELL-PRESENTED FOUR BEDROOMED DETACHED FAMILY **HOME**

PROPERTY DESCRIPTION:

A detached four bedroomed family home which has undergone some refurbishment works over recent months, located in the popular Chester suburb of Upton, close to local schools, shops and convenient motorway access. Previously marketed at £320,000 but since having undergone some modernisation, this three storey property offers a vast amount of well presented accommodation which includes a recently installed new kitchen. Externally the property is equally as impressive with a large detached garage and extensive gardens which could have some future development potential (subject to gaining the necessary consents).

ACCOMMODATION:

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

utility, conservatory.

First Floor: Three bedrooms, bathroom.

Second Floor: Bedroom.

Outside: Driveway providing off road parking, large detached garage/

LOT OFFERED IN **PARTNERSHIP WITH:**

workshop, rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: By arrangement with the auctioneers -

01244 401100

*GUIDE PRICE £225,000+ (plus fees)







SUBSTANTIAL DETACHED BUNGALOW WITH EXCELLENT **RE-DEVELOPMENT POTENTIAL**

PROPERTY DESCRIPTION:

Located in arguably one of Chester's finest Village's just a short drive from the City and within easy reach of the A55 expressway we are delighted to announce the sale of Briarcroft, a substantial detached bungalow. Sadly the property has suffered from some fire damage and now requires a comprehensive scheme of renovation and repair in order to make it habitable again. Alternatively, in our opinion, there is a strong case for re-development subject to any necessary planning consents. Internally the accommodation is generous and includes two bedrooms whilst externally there is a large frontage, detached garage and rear garden. This is a unique opportunity for somebody to acquire either a comprehensive renovation project or a site with considerable potential to re-design and develop their dream home. The Village of Dodleston offers a primary school, post office and well renowned local pub.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Due to the condition of the property internal viewings will not be possible although prospective purchasers are encouraged to inspect the property externally, doing so entirely at their own risk.





*GUIDE PRICE £150,000+ (plus fees)

124 PHILLIP STREET, HOOLE, CHESTER, CHESHIRE CH2 3DB



IDEAL INVESTMENT OR FIRST-TIME PURCHASE

PROPERTY DESCRIPTION:

A two bedroomed mid-terraced property located in the sought after suburb of Hoole which boasts a range of restaurants, bars and shops as well as being within walking distance of Chester city centre. The property is situated in an ideal location just a short drive from the M53 with links to Manchester and Liverpool as well as the A55 North Wales Expressway. The accommodation is in relatively good order but would benefit from some cosmetic improvements, making it an ideal purchase for a first time buyer or investor.

ACCOMMODATION:

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

First Floor: Two Bedrooms, Bathroom.

Outside: Rear courtyard.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

By arrangement with the auctioneers - 01244 401100





*GUIDE PRICE £150,000+ (plus fees)

Entries are now invited for our next North West auction

Thursday 12th October 2017

Please call 0161 774 7333 for a **FREE** valuation



www.sdlauctions.co.uk

**PRE - AUCTION ANNOUNCEMENT

18 FAIRFORD ROAD, SALTNEY, CHESTER CH4 8EQ A THREE BEDROOMED END TOWN HOUSE

PROPERTY DESCRIPTION:

The property is situated within an established residential location close to a wide range of amenities including shops, schools and transport links into Chester city centre. Easy access to the A55, M53 and M56.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise:

Ground Floor: Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor: Landing, Three Bedrooms, Bathroom

Outside: Front Garden, Rear Garden



Guide Price £68,000+ (plus fees)

For further information please contact the auction team on 0115 958 8702

TO BE ENTERED INTO OUR NOTTINGHAM AUCTION ON 7TH SEPTEMBER 2017

RESULTS - 27TH JUNE 2017

LOT 1.	93 Garden Lane, Chester	Sold After Auction
LOT 2.	30 Arpley Street, Warrington, Cheshire	Sold £126,000
LOT 3.	13 Love Lane, Denbigh, Denbighshire	Sold After Auction
LOT 4.	1 Wharfe Lane, Ellesmere Port, Cheshire	Withdrawn Post
LOT 5.	Flat 3, 2 Abergele Road, Colwyn Bay	Sold £38,500
LOT 6.	Land at Telary Close, Liverpool	Sold After Auction
LOT 7.	52a Carr Lane, Wigan	Sold £37,500
LOT 8.	1 Roseview Crescent, Kinmel Bay, Rhyl, Denbighshire	Sold £81,000
LOT 9.	145 Edleston Road, Crewe	Sold Prior to Auction
LOT 10.	Land adjacent to Bryn Awel, Pentre Halkyn, Holywell	Postponed
LOT 10A.	65 Maes Y Dre, Abergele, Conwy	Sold £55,000
LOT 11.	13 Seafield Road, Colwyn Bay	Withdrawn Post
LOT 12.	The Coach & Horses, Northop Road, Flint Mountain, Flintshire	Sold £150,000
LOT 13.	10 Wakefield Road, Great Sutton, Ellesmere Port, Cheshire	Sold £171,500

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Please see overleaf for Payment Details

Email:

PAYMENT DETAILS		
I enclose a Bank/Building Society Draft or de Buyers Administration Fee of £954 inc VAT (for the 10% deposit (subject to a minimum of £5,000) plus the ed in the Important Notices)
I attach Bank Draft/Building Society Draft		In words:
Card Number:		
Valid from: Expires I	ind:	Issue: CSC:
Name (as it appears on card):		
NOTE: Any drafts and/or debit/credit card unsuccessful proxy, telephone or internet		Il be shredded unless otherwise requested in the event of an ge will be levied on credit card payments.
TERMS & CONDITIONS FO	DR PROXY, TI	ELEPHONE & INTERNET BIDDING
Anyone not able to attend the Auction to		bidding so that the maximum authorised bid actually falls to the written
bids may utilise the facilities available for	telephone,	bidder.
internet or written bids on the following Tonditions.	erms and	SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt,
1. The Bidder must complete a separate authority fo		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
involved, and provide a separate Banker's Draft or or Debit/Credit Card details (cleared funds) for 109	% of the maximum	Bidder and accept no liability.
amount of the bid for each Lot subject to a minim- plus the buyers administration fee of £954 inc VA ⁻ stated in the Important Notices).		In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contrac having been formed on the fall of the hammer).
The form must be hand delivered, posted or email auction office to arrive prior to the auction day. It i		 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
responsibility to check that the form is received by can be done by telephoning the office.		minimum of £5,000 per Lot, plus the buyers administration fee of £954
3. Due to money laundering obligations we require to		inc VAT (unless specified differently on the Important Notices clause 6), however if monies are received over 10%, this will result in the purchaser
photo identification i.e passport or driving licence address i.e bank statement or utility bill, no more t		paying a lesser sum on completion. 11. In the event that the Bidder is unsuccessful in gaining the Contract the
signing this agreement you understand that we wi with Experian for the purposes of verifying your id		deposit monies shall be returned to the Bidder promptly. However, if paid
Experian may check the details you supply against	any particulars on any	by debit, credit card or bank transfer, these monies may take up to 10 working days to refund.
database (public or otherwise) to which they have allows us to verify you from basic details using ele-		12. Once delivered to the Auctioneers the authority to bid is binding on the
is not a credit check of any kind so will have no eff credit history. They may also use your details in 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
companies for verification purposes. A record of the		where the bidding has not reached the reserve. 13. The authority can only be withdrawn by notification in writing delivered to
retained. 4. The Bidder shall be deemed to have read the 'Noti	ce to all Bidders', the	the auction office by 4pm the day before the Auction or into the hands of
particulars of the relevant Lot in the Catalogue and Special Conditions of Sale. The Bidder shall be dee		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
necessary professional and legal advice and to have	e made enquiries and	of the withdrawal notification signed by one of the Auctioneers and
have knowledge of any announcements to be made and any of the addendum relating to the relevant	Lot. The addendum	without such a receipt the authority stands and any successful Contract is binding on the Bidder.
can, and should, be checked by visiting our websit or at the Auction prior to bidding.	e www.sdlauctions.co.uk	 If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept
In the case of telephone bids, at about the time the auction, attempts will be made to contact the Bide		such bid in addition to any bid from SDL Auctions staff as empowered
successful, the Bidder may then compete in the bi	dding up to the	under the telephone/written/internet authority. SDL Auctions would have no liability whatsoever if the price achieved is
maximum of the amount authorised in the comple The Bidder accepts that such contact is at the Bid	=	the result only of this competition in bidding without intervention from other bidders.
event that the telephone link is not established, or any confusion or disruption, then the Bidder will no		15. The receipt of a telephone, written or internet bid shall not in any way
in the Auction.		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
In the case of internet bidding, all bidders who hav commence bidding when the intended Lot is being		under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
Auctions do not take any liability or responsibility sinterruption or suspension of internet services.	should there be any	16. The auctioneer may disclose to the Vendor the existence of these
7. In the case of written bids, SDL Auctions staff will		instructions but not the amount of the maximum bid. NOTE: Visit our website www.sdlauctions.co.uk to print further
up to the maximum of the authorisation. If no max Auctions will not bid. SDL Auctions do not guaran		copies of the Authority Form.
Signature of prospective purchaser		I have read the General, Additional and Special Conditions of Sale. I accept that it is my
	I authorise the Auctio	poneers to sign the contract on my behalf and, recognise that I will then be the fully bound poerty referred to above and must complete this transaction within the time specified in the
	IMPORTANT NOTICE	TO ALL TELEPHONE BIDDERS:
Date of Signature	If contact is made the not be held responsib	ill attempt to contact the bidder by telephone prior to the lot concerned being offered for sale en the bidder may compete in the bidding through the Auctioneer's staff. The Auctioneer will ble for instructions or authorisations given to them which are unclear or incomplete and these oted. If it is impossible to obtain telephone contact or the link breaks down, the auctioneer is

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. (Please note, your details will not be shared with any third party, but may be shared within the SDL Group).

authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Common Auction Conditions (Edition 3 August 2009) Reproduced with the consent of the RICS

GLOSSARY

This glossary applies to the **AUCTION CONDUCT CONDITIONS** and the **SALE CONDITIONS**.

- Wherever it makes sense:
 singular words can be read as plurals, and plurals as singular words:
- a 'person' includes a corporate body;
 words of one gender include the other genders;
- words of one gented include the other genters, references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
 where the following words printed in blue capitals appear in black 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:
(a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE. ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The auction advertised in the CATALOGUE. **AUCTION CONDUCT CONDITIONS**

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

AUCTIONEERS

auctioneers at the AUCTION.

BUSINESS DAY

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

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

CATALOGUE

The catalogue to which the CONDITIONS refer including any supplement to it.

COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT
The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

The date of the AUCTION or, if the LOT is not sold at the ALICTION:

(a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or

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

DOCUMENTS

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

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not not indig a rentcharge)

GENERAL CONDITIONS

That part of the SALE CONDITIONS so headed, including any extra general conditions.

INTEREST RATE

INTEREST RATE
If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgment debts, if applicable.)

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

Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

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

The price that the BUYER agrees to pay for the LOT. **READY TO COMPLETE**

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

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

TENANCIES

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

TENANCY SCHEDULE

The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

WE (AND US AND OUR)

YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

INTRODUCTION

- INTRODUCTION

 Words in CAPITALS have special meanings, which are defined in the Glossary.

 The CATALOGUE is issued only on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be disapplied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

 OUR POLE

- OUR ROLE
 As agents for each SELLER we have authority to: (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER; (b) offer each LOT for sale;

 - (c) sell each LOT; (d) receive and hold deposits;
 - (a) receive and noid deposits; (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.
- A2.2 OUR decision on the conduct of the AUCTION is
- 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. 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.

BIDDING AND RESERVE PRICES

- A3.1
- All bids are to be made in pounds sterling exclusive of any applicable VAT.
 WE may refuse to accept a bid. WE do not have to explain why.
- explain why. If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final. Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION. A3.4
- the AUCTION.
 Where there is a reserve price the SELLER may bid
 (or ask US or another agent to bid on the SELLER'S
 behalf) up to the reserve price but may not make a
 bid equal to or exceeding the reserve price. YOU
 accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the

SELLER

Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always - as the SELLER may fix the final reserve price just before bidding commences.

THE PARTICULARS AND OTHER INFORMATION

WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

- If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.
- If WE provide information, or a copy of a document, provided by others WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

THE CONTRACT

A5.1

on the fall of the hammer).

This CONDITION A5 applies to YOU if YOU make the successful bid for a LOT.

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

YOU must before leaving the AUCTION: (a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM (including proof of your identity if required by US);

(b) sign the completed SALE MEMORANDUM; and (c) pay the deposit

If YOU do not WE may either: (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or (b) sign the SALE MEMORANDUM on YOUR behalf.

The deposit: (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stated in the SALE CONDITIONS; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to US on an

bankers draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra auction conduct conditions may state if WE accept any other form of payment.

WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been required in places. received in cleared funds.

A5.7 (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the

BUYER'S default. Where the BUYER is a company YOU warrant that A58 the BUYER is properly constituted and able to buy

EXTRA AUCTION CONDUCT CONDITIONS A6

Despite any CONDITION to the contrary:
(a) The minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit (b) WE do not accept cash for all or any part of the

(c) Sub-clause (a) of AUCTION CONDUCT CONDITION A5.5 shall be deemed to be deleted and shall be replaced with the following:
"(a) is to be held as agent for the SELLER unless expressly stated otherwise in the SPECIAL
CONDITIONS Provided That where VAT would be
chargeable on the deposit were it to be held as agent
for the SELLER, the deposit will be held as stake holder despite any contrary provision in any CONDITION; and"

(a) where the deposit is paid to US to be neid 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. WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

(d) where the deposit is paid to US to be held as

Common Auction Conditions of Sale (Edition Three August 2009 Reproduced with the Consent of the RICS)

Words in CAPITALS have special meanings, which are defined in the Glossary

The GENERAL CONDITIONS (including any extra general conditions) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM.

THE LOT

- The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.2
- Vacant possession of Completions.
 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any FINANCIAL CHARGES: these the SELLER must discharge on or before COMPLETION.
 The LOT is also sold subject to such of the following
- G1.4 as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS: (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; (e) rights, easements, quasi-easements, and
 - (f) outgoings and other liabilities:
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them; and (i) anything the SELLER does not and could not

 - 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.
 The LOT does not include any tenant's or trade
- G1.7
- The LOT does not include any tenant's or trade fixtures or fittings.

 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.

 The BUYER buys with full knowledge of: G1.8
- G19 (a) the DOCUMENTS, whether or not the BUYER has read them; and
 - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER'S conveyancer's written replies to preliminary enquiries to the extent stated in those G1.10 replies

- 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).
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means of payment that the AUCTIONEERS may accept); and (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER.
- as agent for the SELLER. Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against
- the BUYER for breach of contract.
 Interest earned on the deposit belongs to the
 SELLER unless the SALE CONDITIONS provide

BETWEEN CONTRACT AND COMPLETION

- Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: (a) produce to the BUYER on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the BUYER so requests, and pays any additional

- premium, use reasonable endeavours to increase the sum insured or make other changes to the policy; (d) at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser:
- purchaser;

 (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION.

 No damage to or destruction of the LOT nor any
- 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.
- Section 47 of the Law of Property Act 1925 does not
- Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

TITLE AND IDENTITY G4.

- G4.1
- TITLE AND IDENTITY
 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.

 If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply:
 (a) The BUYER may raise no requisition on or objection to any of the DOCUMENTS that is made available before the AUCTION.
 (b) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is
 - register, of all documents subject to which the LOT is being sold.
 - being sold.
 (c) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 (i) the application for registration of title made to the
 - land registry;
 (ii) the DOCUMENTS accompanying that application;
 - (ii) the DOCUMENT'S accompanying that application; (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the BUYER. (e) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- given to the BUYER.
 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

 (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
 (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
 The SELLER does not have to produce, nor may the G4.3
- G4.4
- 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. G45
- The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.

TRANSFER G5.

- Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS:
 - (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
 - (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- If the SELLER remains liable in any respect in relation

- to the LOT (or a TENANCY) following COMPLETION to the LOT (or a remarker) reasonable the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
 The SELLER cannot be required to TRANSFER the
- LOT to anyone other than the BUYER, or by more than one TRANSFER.

COMPLETION G6.

- 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.
- The amount pavable on COMPLETION is the balance G62 of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest
- G6.3 Payment is to be made in pounds sterling and only
 - (a) direct transfer to the SELLER'S conveyancer's client account; and
 (b) the release of any deposit held by a stakeholder.
- Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the balance of the PRICE is G64
- CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

 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.

 Where applicable the CONTRACT remains in force following COMPLETION. G6 5

NOTICE TO COMPLETE

- 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.
- If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has: (a) terminate the CONTRACT; (b) claim the deposit and any interest on it if held by a stakeholder:
 - (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
 (e) claim damages from the BUYER.

 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

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

IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:
(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

LANDLORD'S LICENCE

- Where the LOT is or includes leasehold land and licence to assign is required this CONDITION G9 G9.1
- The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires. G9.2
- 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
- The SELLER must:
 - (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
 (b) enter into any authorised guarantee agreement
 - properly required. The BUYER must:
 - (a) promptly provide references and other relevant information; and
 (b) comply with the landlord's lawful requirements.
- (b) comply with the landlord's lawful requirements. If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9. G96

INTEREST AND APPORTIONMENTS G10.

- IN EREST AND APPORTIONMENTS
 If the ACTUAL COMPLETION DATE is after the
 AGREED COMPLETION DATE for any reason other
 than the SELLER'S default the BUYER must pay
 interest at the INTEREST RATE on the PRICE (less
 any deposit paid) from the AGREED COMPLETION
 DATE up to and including the ACTUAL
 COMPLETION DATE.
- Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the

BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently

BUYER is entitled that the SELLER subsequently receives in cleared funds.
Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis

> (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other

period acrouse at an equal daily rate during the period acrouse 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 data when the preparitie leaves the properties of the propertie date when the amount is known.

ARREARS G11

Part 1 Current rent

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

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.

Parts 2 and 3 of this CONDITION G11 do not apply to

ARREARS of current rent.

G11.4

ARREARS of current rent.
Part 2 BUYER to pay for ARREARS
Part 2 of this CONDITION GII applies where the
SPECIAL CONDITIONS give details of ARREARS.
The BUYER is on COMPLETION to pay, in addition to
any other money then due, an amount equal to all
ARREARS of which details are set out in the SPECIAL
CONDITIONS. G11.5

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. G11.6

Part 3 BUYER not to pay for ARREARS
Part 3 of this CONDITION GTI applies where the
SPECIAL CONDITIONS: G11.7

(a) so state; or

(b) give no details of any ARREARS.

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;

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
conveyance may reasonably require:

conveyancer may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counter part 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 GII.

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.

MANAGEMENT G12.

This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an G12.3 after COMPLETION (Such as, but not infinited (d, 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 independent or presented (d.) express the property of the p for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability; (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER

(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.

RENT DEPOSITS

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 GI3 'rent deposit deed' means the deed or other document under which the rent deposit is

If the rent deposit is not assignable the SELLER mu 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.

Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
(b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14.

Where a SALE CONDITION requires money to be must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT

Where the SPECIAL CONDITIONS state that no VAT G14.2 OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15. TRANSFER AS A GOING CONCERN

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 GI5 applies.
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.

COMPLETION.
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

The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE . evidence

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 G1A1 applies at COMPLETION.
The RIVER profirms that after COMPLETION the

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 concerr subject to and with the benefit of the TENANCIES;

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

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.

CAPITAL ALLOWANCES

G15.5

This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital G16.2 allowances

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

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 Gife, and

(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations

G17. MAINTENANCE AGREEMENTS

The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

G18. **LANDLORD AND TENANT ACT 1987**

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

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

SALE BY PRACTITIONER

This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the

G19.2 The PRACTITIONER has been duly appointed and is

ne PRACTITIONER has been duly appointed and empowered to sell the LOT.

Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with easle or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability

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, ncomplete or missing.

Incomplete or missing.

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.

The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

TUPE

G20.1 If the SPECIAL CONDITIONS state 'There are no

G20.2

If the SPECIAL CONDITIONS state 'There are no employees to which TUPE applies', this is a warranty by the SELLER to this effect.

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

(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

and the SELLER will transfer to the BOYER on COMPLETION.

(d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

G21. ENVIRONMENTAL

This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

The SELLER has made available such reports as the 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.

The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT. G21.3

SERVICE CHARGE G22

This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge

No apportionment is to be made at COMPLETION in

respect of service charges.
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.

In respect of each TENANCY, if the service charge account shows that: G224

(a) payments on account (whether received or still then due from a tenant) exceed attributable service

charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it BUYER an amount equal to the excess when it provides the service charge account;

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

GII (ARREARS) applies. 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 provise phase acquiret by the PLIVEE. the service charge account to the BUYER.

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.

RENT REVIEWS G23.

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

aue on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

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 PUNCT and consent of the processor. BUYER, such consent not to be unreasonably withheld or delayed.
Following COMPLETION the BUYER must complete

G23.3 Following CUMPLE HON the BOYER 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.

The SELLER must promptly: G23.4 Ine SELLER must prompty:
(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.

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.

When the rent review has been agreed or G23.6 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.

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.

The SELLER and the BUYER are to bear their own

G23.8 costs in relation to rent review negotiations and proceedings.

TENANCY RENEWALS G24.

TENANCY RENEWALS
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.
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

G242 respond to any notice or begin or continue any

respond to any notice or begin or continue any proceedings.

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. G24.3

Following COMPLETION the BUYER must: (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any (b) use all reasonable endeavours to conclude any

(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 DAY'S of receipt of cleared funds.

receipt of cleared funds.
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

WARRANTIES

Available warranties are listed in the SPECIAL CONDITIONS.

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 (b) apply for (and the SELLER and the BUYER mi use all reasonable endeavours to obtain) any cons 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.

If a warranty is not assignable the SELLER must after COMPLETION:

(a) hold the warranty on trust for the BUYER; and (a) Holiu 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.

NO ASSIGNMENT G26.

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.

REGISTRATION AT THE LAND REGISTRY G27.

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: own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
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

(c) join in any representations the SELLER may properly make to Land Registry relating to the application.

G28. NOTICES AND OTHER COMMUNICATIONS

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. A communication may be relied on if:

G28.2 (a) delivered by hand; or (b) made electronically and personally acknowledged (a) made electronically and personally acknowledgement does not countly, 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.

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.
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.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 G29.

No one is intended to have any benefit under the CONTRACT pursuant to the Contract (Rights of Third Parties) Act 1999.

G30 **EXTRA GENERAL CONDITIONS**

GENERAL CONDITION G2 shall be deemed to be deleted in its entirety and shall be replaced by the following:

G2 DEPOSIT

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

The deposit

The deposit:

(a) must be paid to the AUCTIONEERS in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means that the AUCTIONEERS may accept)

(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 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 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 DILYCLE adjustation and invented to see firm

the BUYER acknowledge and irrevocably confirm

their agreement to such authority) to release it to the person entitled to it under the SALE CONDITIONS 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"

LANDLORD AND TENANT ACT 1987 G30.2

The following provisions shall apply in addition to those set out in GENERAL CONDITION 18: 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 the Acts and nave 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.

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

(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

towards the front of the CAI ALOGUE
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 18.5 deemed to have served notice of withdrawal under

G30.3 RELEASE OF SELLER FROM COVENANTS IN LEASES

With regard to the Landlord & Tenant (Covenants)

with regald to the Cardiold & Ferial (Coverlands)
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 at 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 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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