



**GRAHAM
PENNY**

DERBY AUCTION

Wednesday **7th December 2016** at **11.30am**

The Pedigree Suite, iPro Stadium, Derby, DE24 8XL



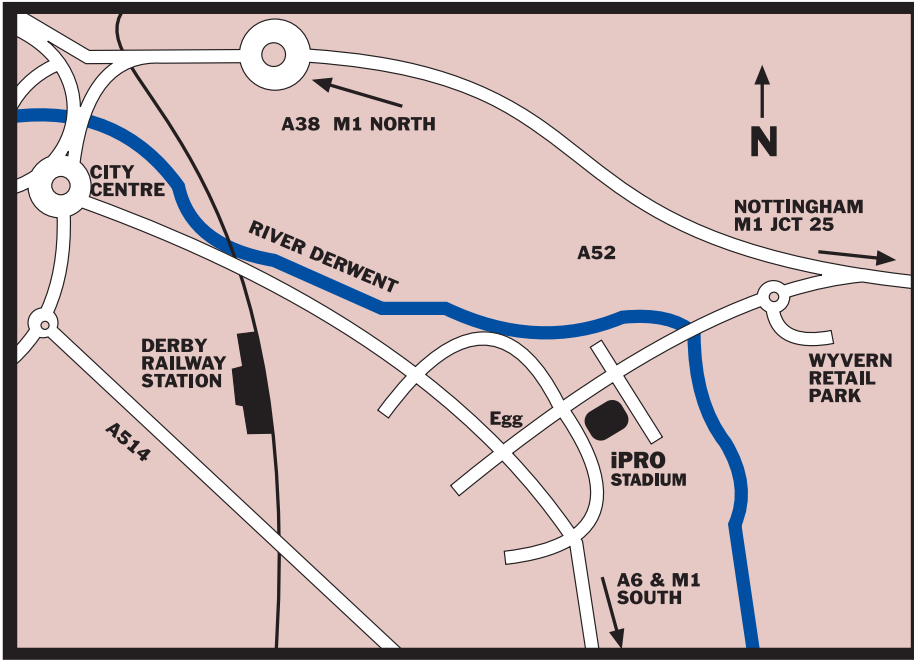
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Auction Venue



**The Pedigree Suite,
iPro Stadium,
Pride Park,
Derby DE24 8XL**

**Wednesday 7th
December 2016
Commencing
11.30am**

Proof of identity & address

All bidders must provide PROOF OF IDENTITY & ADDRESS to the Auctioneers in order to register and receive a bidding card.

Original documents MUST be provided. Photocopies are NOT acceptable

TO PROVE IDENTITY

- Current signed passport
- Current full UK/EU Photo Card Driving Licence*
- Current full UK Driving Licence (old style)* (a provisional licence will not be accepted)
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- Firearms Certificate

EVIDENCE OF ADDRESS

- Current full UK Driving Licence (old style)* (a provisional licence will not be accepted)
- A utility bill issued within the last three months (not a mobile phone bill)
- Local Authority tax bill (valid for the current year)
- Bank, Building Society or Credit Union statement containing a current address
- The most recent original mortgage statement from a UK lender

* These documents may be used as an identity document or evidence but NOT both.

If the successful bidder is buying on behalf of someone else then the actual buyer will also be required to show photo and address identification along with a letter giving authority for someone else to bid for them.

DEPOSITS

Deposits must be made in the form of either:

- Personal Cheque • Company Cheque • Debit/Credit Card • Banker's Draft

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You will be required to register before you can take part in the auction.

This is a quick process and provides us with your name, address and telephone numbers, two forms of identification and your solicitor/conveyancer details.

Registration form for intending bidders

AUCTION DATE: / /

BIDDERS NO:

BIDDER DETAILS

Name(s):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> <input type="text"/>
	_____ Post Code _____
Telephone:	<input type="text"/>
Email:	<input type="text"/>

BUYERS DETAILS

Name(s):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> <input type="text"/>
	_____ Post Code _____
Telephone:	<input type="text"/>
Email:	<input type="text"/>

SOLICITORS/CONVEYANCER DETAILS

Name(s):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> <input type="text"/>
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Person Dealing:	<input type="text"/>

MEANS OF PAYING DEPOSIT

Personal Cheque	<input type="checkbox"/>
Bankers Draft	<input type="checkbox"/>
Company Cheque	<input type="checkbox"/>
Debit/Credit Card	<input type="checkbox"/>
Building Society Cheque	<input type="checkbox"/>

MEANS OF IDENTIFICATION

For Auctioneers use only

Passport	<input type="checkbox"/>
Driving Licence	<input type="checkbox"/>
Utility Bill	<input type="checkbox"/>
Bank Statement	<input type="checkbox"/>
Other (please state)	<input type="text"/>

If you do not wish to be added to our mailing list tick here

Notice to Bidders

- 1.** 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 available on application to the Auctioneers; (c) any addendums or alterations made available for inspection; (d) any late amendments distributed in the room or made by the auctioneer from the rostrum.
- 2.** The successful purchaser will be required to pay the Auctioneers a buyers fee of £750.00 inc. VAT on exchange of contracts for each Lot purchased.
- 3.** Prospective purchasers should always check the amendment 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 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.
- 4.** It is deemed that prospective purchasers have inspected the property and have made the usual pre-contract searches and enquiries and are relying on their own knowledge and advice of their own professional or other adviser. The published information in the catalogue is not warranted and may need to be verified by inspection of the legal package generally only available after the catalogue has gone to press. Purchasers must satisfy themselves as to correctness of details of leases, tenancies, licences, rent payable, rent reviews, service charges, outgoing and other matters.
- 5.** Prospective purchasers are advised to check the Particulars of Sale printed in the catalogue to ensure they are satisfied to their accuracy in regard to measurements, areas and all other matters to which the properties are expressed to be subject to or have benefit of, and in respect to any measurements and areas referred to in these particulars are approximate only. Services or appliances included in the property have not been tested. Any statement by the Auctioneers' staff is without responsibility and is not a representation.
- 6.** Any photograph and plans shown in the Particulars of Sale are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are intended to depict the interest to be sold but are for identification only. The boundary lines and the 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. Prospective purchasers must rely on inspection of the property concerned and the Special Conditions of Sale as to full descriptions and the extent of the relevant property to be sold. Such plans and photographs are expressly excluded from the contract of sale.
- 7.** Guide prices given by SDL Graham Penny to prospective purchasers cannot be accepted by the purchaser as representing a professional valuation for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. Prospective purchasers should satisfy themselves as to a possible purchase price.
- 8.** The vendors have the right to withdraw or sell their property at any time prior to the Auction. The Auctioneers or Vendors are not responsible for any abortive costs, losses or damages incurred by the prospective purchasers in respect of lots that are withdrawn or sold prior to Auction. Information as to prior sale or withdrawal of the Lot can be obtained from enquiry of the Auctioneers but is valid only up to the time of enquiry.
- 9.** 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.
- 10.** The successful bidder is under a Binding Contract as soon as the Auctioneers gavel falls on his/her bid. Immediately thereafter, the Purchaser will be handed the Purchasers slip by the Auctioneers Clerk which should be completed in full. This information will be used to draw up two copies of a Memorandum of Sale. The successful bidder must sign and exchange this memorandum with the Auctioneer's staff and provide a 10% deposit of the purchase price or the minimum deposit of £5,000 whichever is higher by cheque or bankers draft on an approved bank. The Purchaser will be required to prove identification. CASH DEPOSITS ARE NOT ACCEPTED.
- 10a.** 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.
- 11.** If the purchaser should fail or default in any of the above the Auctioneers as an agent for the vendor shall be entitled 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. The Vendor reserves the right to claim any loss he/she suffers as a result.
- 12.** 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.
- 13.** 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.
- 14.** If a purchaser requires to complete the purchase of any particular lot prior to the stated completion date (where practical), he/she will be required to advise the auctioneers upon signing the memorandum. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.
- 15.** Energy Performance Certificates (EPC's) in respect of each property (where applicable) can be viewed/downloaded from our website: www.sdgrahampenny.co.uk

Message from the Auctioneer



Welcome to our final Derby catalogue of 2016

We're at the iPro Stadium for the seventh and final time this year and this time we're there on a Wednesday!

We have a busy catalogue containing a wide range of lots going under the hammer from residential investment houses and development land to mixed use properties and commercial premises.

Amongst the 58 lots in this catalogue we have:

- **Two parcels of agricultural land off Stanton Gate between Ilkeston and Stapleford Lot 11** – extends to approx. 3.7 acres and has a *guide price of £8,000+ and **Lot 12** – extends to approx. 9.84 acres and has a guide price of £28,000+.
- **Lot 25: 32 Whitewood Way in Starkholmes, Matlock** – a gable fronted three bedroomed detached bungalow with a guide price of £165,000+.
- **LOT 27:** A former Co-op two storey building at **53 Wilmot Street in Heanor** which has a guide price of £75,000+.
- **LOT 53: 418 Burton Road in Derby** – a substantial former retirement home extending to approx. half an acre and with a guide price of £345,000+.

- **LOT 58: Old Quarry Wood on Chevin Road in Belper** – is a charming stone-built detached dwelling with a guide price of £200,000+.

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 7th December then you can submit a **Proxy, Telephone and Online Bidding Form** – found on page 49 of this catalogue – or you can watch the auction live from our website.

We've recently confirmed our auction dates for 2017 and are pleased to announce we will again be at the iPro Stadium on:

- Friday 24th February
- Thursday 6th April
- Thursday 8th June
- Wednesday 26th July
- Thursday 21st September
- Thursday 2nd November
- Friday 15th December

We're already inviting entries to our first Derby auction of 2017 on Friday 24th February, so if you'd like to arrange a free no obligation appraisal see Robert Stone or Andrew Parker in the auction room or call us on 01332 242 880.

Our final 2016 auction is at Nottingham Racecourse on Wednesday 14th December. For our first 2017 auction we head to our newest auction venue, the bet365 Stadium in Stoke on Friday 27th January. Then we're at Nottingham Racecourse on Thursday 2nd February and Leicester's King Power Stadium on Thursday 16th February. We're back at the iPro Stadium on Friday 24th February.

Andrew Parker

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Order of Sale & *Guide Prices

*Each property is subject to a Reserve Price which may be different from the Guide Price. For full definitions see the glossary at the back of this catalogue.

1	82 Rutland Street, Derby, Derbyshire	£40,000+	34	Land at Headley Road, Liphook, Hampshire	£40,000 - £50,000
2	65 Lower Dale Road, Derby, Derbyshire	£49,000+	35	Plot 11, Off Hay Street, Braughing, Ware, Hertfordshire	£8,000+
3	67 Lower Dale Road, Derby, Derbyshire	£49,000+	36	Development Site to rear of Ball Cottages, Egloshayle, Wadebridge, Cornwall	£150,000+
4	17 Sinclair Close, Sinfin, Derby, Derbyshire	£78,000+	37	St. Pauls Methodist Church, Winchester Avenue, Bentilee, Staffordshire	£250,000+
5	83 Booth Street, Alvaston, Derby, Derbyshire	£55,000+	38	24 Arrow Crescent, Alcester, Warwickshire	£125,000+
6	252 Derby Road, Chellaston, Derby, Derbyshire	SOLD PRIOR	39	46 Hill Street, Stapenhill, Burton on Trent, Staffordshire	£160,000+
7	14 Frederick Avenue, Alvaston, Derby, Derbyshire	£66,000+	40	Stanhope Bretby Methodist Church, Ashby Road East, Bretby, Derbyshire	£40,000+
8	323 Nottingham Road, Derby, Derbyshire	£63,000+	41	37 Mead Crescent, Stapenhill, Burton on Trent, Staffordshire	£25,000+
9	14 Harrogate Crescent, Breadsall Hilltop, Derby, Derbyshire	£50,000+	42	2.2 acres approx, Land at Shardlow Road, Aston on Trent, Derbyshire	£30,000+
10	88 Longford Street, Derby, Derbyshire	£75,000+	43	3 Acres approx, Land at Shardlow Road, Aston on Trent, Derbyshire	£30,000+
11	3.7 acres approx, Agricultural Land off Stanton Gate, Ilkeston, Derbyshire	£8,000+	44	18 Westleigh Avenue, Derby, Derbyshire	£85,000+
12	9.84 acres approx, Agricultural Land off Stanton Gate, Ilkeston, Derbyshire	£28,000+	45	82 Warner Street, Derby, Derbyshire	£140,000+
13	25 Graham Street, Ilkeston, Derby, Derbyshire	£40,000+	46	23 Moore Street/14 Bainbrigge Street, Derby, Derbyshire	£95,000+
14	154-156 Bath Street, Ilkeston, Derby, Derbyshire	£95,000+	47	Development Site at St Swithins Close, Littleover, Derby, Derbyshire	£150,000+
15	2 Twelve Houses, Stanton by Dale, Ilkeston, Derbyshire	£90,000+	48	Development Site at 102 Mayfield Road, Chaddesden, Derby, Derbyshire	£140,000+
16	31 Furnace Lane, Loscoe, Heanor, Derbyshire	£150,000+	49	14 New Hall Street, Macclesfield, Cheshire	£120,000+
17	155 Codnor Gate, Codnor, Ripley, Derbyshire	£45,000+	50	11 Tut Hill, Scarborough, North Yorkshire	£80,000+
18	142 High Street, Stonebroom, Alfreton, Derbyshire	£59,000+	51	48 Rodsley Crescent, Littleover, Derby, Derbyshire	£70,000+
19	Alpha House, George Street, Alfreton, Derbyshire	£90,000+	52	8 Wade Avenue, Littleover Village, Derby, Derbyshire	£139,000+
20	90-94 Nottingham Road, Somercotes, Alfreton, Derby, Derbyshire	£110,000+	53	418 Burton Road, Derby, Derbyshire	SOLD PRIOR
21	Land at Junction of Salcombe Road & Mansfield Road, Alfreton, Derbyshire	£95,000+	54	Bluebell Wood, Brookside Road, Breadsall Village, Derbyshire	£12,000+
22	82 Westfield Lane, Mansfield, Nottinghamshire	£55,000+	55	Land off Chevin Road, Belper, Derbyshire	£45,000+
23	252 Southwell Road West, Mansfield, Nottinghamshire	£160,000+	56	The Seven Stars, 206 Killbourne Road, Belper, Derbyshire	140,000+
24	Land opposite The Spinning Wheel Inn, Draycott Road, North Wingfield, Chesterfield, Derbyshire	£75,000+	57	Windley Hill Farm, Wirksworth Road, Windley, Duffield, Derbyshire	£390,000+
25	32 Whitewood Way, Starkholmes, Matlock, Derbyshire	£165,000+	58	Old Quarry Wood, Chevin Road, Milford, Belper, Derbyshire	£200,000+
26	Land at Laburnum Avenue, Bentinck, Kirkby in Ashfield, Nottinghamshire	£85,000+			
27	53 Wilmot Street, Heanor, Derby, Derbyshire	£75,000+			
28	3 Burton Street, Heanor, Derbyshire	£95,000+			
29	12 Broadway, Heanor, Derbyshire	£95,000+			
30	Lock up garages at Highfield Street, Long Eaton, Nottinghamshire	£55,000+			
31	11 Oakfield Road, Stapleford, Nottinghamshire	£40,000+			
32	4 Ryecroft Street, Stapleford, Nottingham, Nottinghamshire	£85,000+			
33	14 Kimberley Road, Borrowash, Derby, Derbyshire	£115,000+			

LOT 1 82 RUTLAND STREET, DERBY DE23 8PR

A two double bedroomed palisaded mid-terraced property in need of a full scheme of improvements situated in an established and convenient location.

ACCOMMODATION:

Ground Floor: Lounge, inner lobby, dining room, kitchen.
First Floor: Passaged landing, two bedrooms, bathroom.
Outside: Front small forecourt and immediately to the rear an enclosed established garden

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £40,000+**



LOT 2 65 LOWER DALE ROAD, DERBY DE23 6WZ

An excellent investment opportunity to acquire a two double bedroomed mid-terraced property currently let producing £5,400 per annum.

ACCOMMODATION:

Ground Floor: Lounge, inner lobby, dining room, kitchen.
First Floor: Two bedrooms, bathroom.
Outside: Immediately to the rear there is an established garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £49,000+**



LOT 3 67 LOWER DALE ROAD, DERBY DE23 6WZ

Situated in a popular and established residential location is a two double bedroomed end-terraced property currently let producing £5,700 per annum.

ACCOMMODATION:

Ground Floor: Lounge, inner lobby, dining room, kitchen .
First Floor: Two bedrooms, spacious bathroom.
Outside: Immediately to the rear there is an established garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £49,000+**



LOT 4 17 SINCLAIR CLOSE, SINFIN, DERBY DE24 9NE

An excellent opportunity to acquire a well presented and maintained three bedroomed end-town house situated in an established residential location with an excellent range of amenities within short walking distance.

ACCOMMODATION:

Ground Floor: Entrance hall, guest cloakroom, dining room, lounge, breakfast kitchen room.

First Floor: Landing, three bedrooms, family bathroom.

Outside: Deep fore garden mainly laid to lawn with rear enclosed garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £78,000+**



LOT 5 83 BOOTH STREET, ALVASTON, DERBY DE24 8PH

Spacious three bedroomed end terrace property which is in need of a comprehensive scheme of improvements. The property is currently let and is producing a yearly income of £5,724 and has potential for rental increase.

ACCOMMODATION:

Ground Floor: Entrance hall, guest cloakroom, lounge through diner, lean to/conservatory, extended kitchen.

First Floor: Landing, three bedrooms, family bathroom.

Outside: Parking for numerous vehicles and a lean to / car port to the side. To the rear there is an enclosed low maintenance garden.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332-242880

***GUIDE PRICE £55,000+**



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LOT 6 252 DERBY ROAD, CHELLASTON, DERBY DE73 6RU

A stylish modern three bedroomed semi-detached house arranged over three floors situated within the noted Chellaston Secondary school catchment area. Parking and garage located to the rear. Excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance hall, guest cloakroom, lounge, spacious kitchen diner.

First Floor: Landing, principal bedroom, bedroom two and family bathroom.

Second Floor: Attic room/bedroom three (restricted height).

Outside: Gardens to front and rear. Parking and garage located to the rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold



VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneer on 01332 312880



***GUIDE PRICE £110,000+**



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LOT 7 14 FREDERICK AVENUE, ALVASTON, DERBY DE24 0AH

A two double bed roomed bay fronted semi-detached house requiring a comprehensive scheme of improvements throughout and situated in a popular and convenient cul-de-sac location.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, dining room, sun room/kitchen.
First Floor: Landing, two double bedrooms, bathroom.
Outside: Low maintenance gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE
£66,000+**



LOT 8 323 NOTTINGHAM ROAD, DERBY DE21 6FP

A bay fronted two double bed roomed terraced property enjoying an elevated position with far reaching views. The property retains some traditional features though a scheme of improvements is required, with scope for loft conversion (stpc).

ACCOMMODATION:

Ground Floor: Entrance vestibule, entrance hall, lounge, dining room, kitchen.
First Floor: Passaged landing, two bedrooms, bathroom.
Outside: Steps lead to the front door and shared passageway providing access to the enclosed rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £63,000+**



LOT 9 14 HARROGATE CRESCENT, BREADSALL HILLTOP, DERBY DE21 4GN

A two double bed roomed mid-terraced house enjoying far reaching views situated in an established and convenient location. Gas centrally heated and uPVC double glazed though requiring a scheme of improvements.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, breakfast kitchen room, useful boiler room.
First Floor: Landing, two bedrooms, bathroom, separate wc.
Outside: Low maintenance fore garden. Shared passageway provides access to the west facing rear garden with integral outbuilding.

ENERGY PERFORMANCE RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £50,000+**



*Each property is subject to a Reserve Price which may be different from the Guide Price.
For full definitions see the glossary at the back of this catalogue.

LOT 10 88 LONGFORD STREET, DERBY DE22 1GH

Situated just off the popular tree-lined avenue of Broadway and Kedleston Road, a particularly attractive two double bed roomed mid-terraced property in need of refurbishment/renovation.

ACCOMMODATION:

Ground Floor: Lounge, dining room, kitchen.

First Floor: Passaged landing (over the shared passageway), two bedrooms, family bathroom.

Outside: Shared passageway to the side of the property which leads to the enclosed easy to manage rear garden.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £75,000+**



LOT 11 3.7 ACRES APPROX AGRICULTURAL LAND OFF STANTON GATE, ILKESTON DE7 4QS

A parcel of land extending to about 3.7 acres, in a convenient location.

The land is bounded on the east side by the River Erewash, and the railway line on the west side.

The registered title is DY237576.

The land is laid to grass and is well suited for grazing. It is sold with vacant possession and is being sold by reference to the plan.

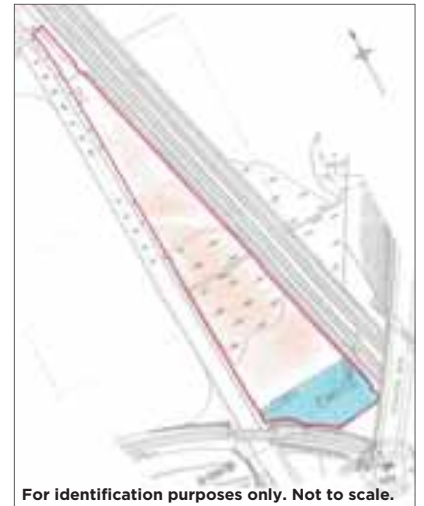
TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

At prospective purchasers convenience on site.

***GUIDE PRICE £8,000+**



For identification purposes only. Not to scale.

LOT 12 9.84 ACRES APPROX AGRICULTURAL LAND OFF STANTON GATE, ILKESTON DE7 4QS

A parcel of land extending to about 9.84 acres (two registered titles), in a convenient location.

The land is bounded on the east side by the River Erewash, and the railway line on the west side.

The registered titles are DY23757 and DY240125 (approx. 9.24 acres and 0.6 acres respectively).

The land is laid to grass and is well suited for grazing.

The land is being sold by reference to the plan.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

At prospective purchasers convenience direct on site.

***GUIDE PRICE £28,000+**



For identification purposes only. Not to scale.

LOT 13 25 GRAHAM STREET, ILKESTON, DERBYSHIRE DE7 5ND

A three storied, three double bedrooomed mid-terraced property requiring a minor scheme of improvements. Attractive tree-lined road always popular with first time buyers, young families and landlords.

ACCOMMODATION:

Ground Floor: Lounge, dining room, kitchen.
First Floor: L-Shaped Landing, two bedrooms, bathroom.
Second Floor: Landing, bedroom three, loft room.
Outside: Enclosed low maintenance rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £40,000+**



LOT 14 154-156 BATH STREET, ILKESTON, DERBYSHIRE DE7 8FH

A prominent double fronted retail unit currently let on a 3 year agreement (from June 2015) to the Ilkeston Coffee Bean and producing a yearly income of £6,600 (to include gas). The upper floor accommodation has recently undergone a comprehensive scheme of improvements and would allow its for conversion into a self-contained apartment (stpc).

ACCOMMODATION:

Ground Floor: Sales/show room, rear entrance lobby, disabled wc facility, store room.
First Floor: Landing, four offices, ladies and gents wcs.
Outside: Enclosed yard to rear with potential for off road parking.
Total Floor Area approx. 1,432 sq ft or 133.11 sq.m.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

PART LET/PART VACANT

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £95,000+**



LOT 15 2 TWELVE HOUSES, STANTON BY DALE, ILKESTON, DERBYSHIRE DE7 4QX

A three storey Grade II listed terraced property situated in Stanton-by Dale which is one of Derbyshire's most sought after villages.

ACCOMMODATION:

Ground Floor: Lounge, dining room, kitchen.
First Floor: Landing, bathroom, bedroom.
Second Floor: Landing, two bedrooms.
Outside: Front walled garden, rear garden having patio area and lawned section, brick built outhouse and detached garage.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £90,000+**



LOT 16 31 FURNACE LANE, LOSCOE, HEANOR, DERBYSHIRE DE75 7LD

An extended and traditionally built gas centrally heated and double glazed three bed roomed detached house situated on a deep well kept plot offering the potential for an extension of small building plot (stpc).

ACCOMMODATION:

Ground Floor: Entrance porch, hallway, dining room, extended lounge, kitchen, utility/study.

First Floor: Landing, three bedrooms, family bathroom.

Outside: Deep and slightly elevated plot with fore garden and adjacent driveway. Garden to front with adjacent driveway.

Generous sized garden to the rear. We feel there is potential for further extension to the property and possible small building plot located to the rear of the garden (subject to the usual planning consents).

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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LOT 17 155 CODNOR GATE, CODNOR, RIPLEY, DERBYSHIRE DE5 9QW

An excellent opportunity to acquire a well equipped two double bed roomed palisaded end-terraced property situated within easy reach of Codnor shopping centre.

ACCOMMODATION:

Ground Floor: Lounge, inner hall, dining kitchen, rear hall/utility and bathroom.

First Floor: Landing and two bedrooms.

Outside: Walled front garden with side access to good sized rear garden having patio, decking and lawn areas.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £45,000+**



LOT 18 142 HIGH STREET, STONEBROOM, ALFRETON, DERBYSHIRE DE55 6JT

A superb investment property currently used as a hairdressers, a one bed roomed ground floor studio flat and to the first floor there is a spacious one bed roomed flat. The property is currently part let and part vacant and produces a combined income of £2,989.96 per annum. Scope for rental increase.

ACCOMMODATION:

Ground Floor: Hairdressers. Studio Flat - Kitchen, shower room, separate wc, lounge/bedroom. Separate entrance passage leading to entrance porch, inner entrance hall leading to -

First Floor: Flat comprising landing, lounge, large double bedroom, kitchen diner.

Outside: Yard and garden to the rear backing onto countryside with far reaching views.

Tenancy Details: The hairdressers have been in residence for approx. 30 years on a protected tenancy and pay £140.83 per calendar month; The ground floor studio flat is let on an assured shorthold at £25 per week; The first floor flat is vacant.

ENERGY EFFICIENCY RATINGS: Flat 142a - F; Flat 142b - F;
Shop 142 - D.

TENURE: Freehold

PART LET/PART VACANT

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £59,000+**



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LOT 19 ALPHA HOUSE, GEORGE STREET, ALFRETON, DERBYSHIRE DE55 7HP

An excellent opportunity to acquire a substantial three storey corner premises arranged over three floors boasting 1,538 sq ft of office space situated within literally yards of the bustling town centre and would allow itself for conversion into luxury apartments (subject to planning consents).

The accommodation offers a high finish and contemporary style office layout including wheelchair friendly facilities, gas central heating and sealed unit uPVC double glazing.

ACCOMMODATION:

Ground Floor: Side porch, boiler room, kitchen, office, wc, toilet, reception office, inner hallway, cellar.

First Floor: Five offices (please note offices two, three and four and inter-connected)

Second Floor: Attic room.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £90,000+**

LOT 20 90-94 NOTTINGHAM RD, SOMERCOTES, ALFRETON, DERBYSHIRE DE55 4HQ

A substantial two storey bingo hall and two adjoining lock-up sales shops. The total accommodation extends to approximately 691.69 square metres (7,445 sq ft). The bingo hall offers an excellent opportunity for conversion to provide residential accommodation subject to obtaining the necessary planning consents.

ACCOMMODATION:

Ground Floor: Bingo club, two lock-up sales shops.
First Floor: Staff and ancillary accommodation.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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For identification purposes only. Not to scale.



***GUIDE PRICE £110,000+**

LOT 21 LAND AT JUNCTION SALCOMBE RD/MANSFIELD RD, ALFRETON, DERBYS DE55 7RG

A large prominent site occupying a corner plot position extending to just over a third of an acre (1,500 sq.m.), adjacent to the train station.

The site has lapsed planning permission for a substantial two storey office block with parking. The site would allow itself as a small B1 trade counter development subject to the usual planning consents.

Planning Details:

The site has lapsed planning permission granted by Amber Valley Borough Council under Reference Number : AVA/2007/1253.

TENURE: Freehold. **VACANT POSSESSION UPON COMPLETION**

VIEWING ARRANGEMENTS:

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*GUIDE PRICE

£95,000+



LOT 22 82 WESTFIELD LANE, MANSFIELD, NOTTINGHAMSHIRE NG19 6AQ

A traditional three bedroomed bay fronted terraced property benefiting from gas central heating and part upvc double glazing, situated within easy reach of Mansfield Town Centre.

ACCOMMODATION:

Ground Floor: Lounge, sitting room, kitchen.

First Floor: Passaged landing, three bedrooms, bathroom.

Outside: Manageable front and rear gardens.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £55,000+**



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LOT 23 252 SOUTHWELL ROAD WEST, MANSFIELD, NOTTINGHAMSHIRE NG18 4LB

A traditionally built three double bedroomed detached house which would allow itself for conversion into four beds (subject to the usual building regulations), set on a larger than average deep level plot.

ACCOMMODATION:

Ground Floor: Porch, reception hallway, lounge through diner, breakfast kitchen room, side porch/conservatory, pantry/utility. First Floor: Spacious open galleried style landing, three double bedrooms, family bathroom/wc.

Outside: Deep foregarden with driveway providing ample off road parking leading to a large detached brick built garage (potential annex). Well kept rear garden consisting of patio, shaped lawn, pond, herbaceous beds and numerous timber sheds.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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LOT 24 LAND OPPOSITE SPINNING WHEEL INN, DRAYCOTT RD, NORTH WINGFIELD S42 5LN

A potential building plot measuring approx 600 square metres. Planning permission has been submitted for the erection of two semi-detached dwellings and one detached bungalow. The land is situated in the popular village of North Wingfield close to a wide range of amenities and transport links.

Planning Application Details:

North East Derbyshire Council. Application Number: 15/00935/FL.

Please Note:

We have been informed by the vendor that planning permission has been passed under delegated powers.

If built in accordance with the proposed plans the dwellings will comprises -

Semi-Detached Properties:

Ground Floor: Entrance hallway, kitchen, living room.

First Floor: Landing, master bedroom with en-suite/wc, two bedrooms, bathroom/wc.

Outside: Front and rear gardens, driveway to side.

Detached Bungalow:

Ground Floor: Living room, kitchen, master bedroom with en-suite/wc, further bedroom, bathroom/wc.

Outside: Front and rear gardens, driveway to side.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

Direct on site or enquiries to the auctioneers - 01332 242880

***GUIDE PRICE £75,000+**



LOT 25 32 WHITEWOOD WAY, STARKHOLMES, MATLOCK, DERBYSHIRE DE4 3DA

Enjoying views of Riber Castle and the surrounding town is a gable fronted three bedroomed detached bungalow situated within easy reach of the town centre.

ACCOMMODATION:

Ground Floor: Entrance hallway, kitchen, rear hallway, lounge, bathroom, two bedrooms, dining room/bedroom three.

Outside: Driveway to the front, garage, easy to maintain fore garden and rear enclosed garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £165,000+**

LOT 26 RESIDENTIAL BUILDING LAND, LABURNUM AVE, KIRKBY IN ASHFIELD NG17 9LF

A cleared site of uniform dimension occupying a corner location and having the benefit of outline planning permission for residential development in the form of 5 x 2/3 bed roomed town houses and 2 x 2 bed flats, with on-site parking.

DESCRIPTION:

Located in the context of a residential area, within reasonable distance of local facilities, the sale of the site represents a good opportunity to acquire a site of about 0.3 acres with the benefit of planning consent granted on appeal by the planning inspectorate.

PLANNING DETAILS:

Original planning application to Ashfield District Council (reference: V/2015/066) was originally refused but subsequently granted on appeal by the planning inspectorate (reference: APP/W30055/W/15/3128972) dated 6th February 2016, subject to an open space contribution (section 106) of £3,000 per dwelling.

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £85,000+**

LOT 27 53 WILMOT STREET, HEANOR, DERBYS DE75 7EF

A freehold investment opportunity to acquire a former Co-op two storey building with offices and gated parking, situated on a prominent corner plot position and located within short walking distance of Heanor town centre.

ACCOMMODATION:

Large storage area, inner lobby.
First Floor: Large storage area, toilets, further storage space, numerous offices.
Outside: Gated access to the rear, car standing space for approx. 7 vehicles.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

***GUIDE PRICE £75,000+**



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LOT 28 3 BURTON STREET, HEANOR, DERBYSHIRE DE75 7PJ

A gas centrally heated period bay windowed three bedrooomed detached house requiring a comprehensive scheme of improvements throughout.

ACCOMMODATION:

Ground Floor: Entrance hall, dining room, separate lounge, rear lobby, breakfast room, kitchen.

First Floor: Landing, principal bedroom having possibilities to split into two (stpc), two further bedrooms, family bathroom.

Outside: Small forecourt to front. Pedestrian access to the side leads to a generous sized enclosed rear garden.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £95,000+**



LOT 29 12 BROADWAY, HEANOR, DERBYSHIRE DE75 7GW

A superbly presented double fronted three bedrooomed mid-town house, uPVC double glazed and gas centrally heated. Popular and convenient location.

ACCOMMODATION:

Ground Floor: Entrance porch, inner hallway, guest cloakroom, front sitting room, kitchen diner, conservatory.

First Floor: Landing, three bedrooms, bathroom.

Outside: Full width block paved driveway to the front. Enclosed landscaped rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

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LOT 30 LOCK UP GARAGES, HIGHFIELD ST, LONG EATON, NOTTS NG10 4GY

An excellent investment opportunity to acquire 14 lock up garages occupying an established location situated within close proximity of the town centre.

Currently 12 of the 14 garages are rented out, 9 of which are let at £5 per week, 2 at £10 per week and 1 at £8 per week. This combined produces a yearly income £3,796. We feel there is scope for significant rental increase.

The garages are accessed via a private driveway from off Highfield Street and there are two rows of four adjoining garages and six back to back garages in total.

The site may be suitable for redevelopment to accommodate a single dwelling subject to obtaining the relevant and necessary planning consents from the local authority.

ENERGY EFFICIENCY RATING: Not Applicable

TENURE: Freehold

PART LET/PART VACANT

VIEWING ARRANGEMENTS:

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LOT 31 11 OAKFIELD ROAD, STAPLEFORD, NOTTINGHAMSHIRE NG9 8FE

Backing onto open countryside and yet conveniently positioned for Stapleford shopping centre is a spacious two bedroomed mid-terraced property in need of renovation/modernisation.

ACCOMMODATION:

Ground Floor: Entrance lobby, front sitting room, kitchen diner, lean-to.

First Floor: Landing, two bedrooms, bathroom.

Outside: Small front forecourt and generous sized enclosed rear garden backing onto open countryside.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £40,000+**



LOT 32 4 RYECROFT STREET, STAPLEFORD, NOTTINGHAM NG9 8AX

A well maintained three bedroomed semi-detached house situated within close proximity of local shops and the A52.

ACCOMMODATION:

Ground Floor: Entrance hall, front sitting room, kitchen diner.

First Floor: Landing, three bedrooms, family bathroom.

Outside: Block paved car standing to the front and enclosed good sized rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £85,000+**



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LOT 33 14 KIMBERLEY ROAD, BORROWASH, DERBY DE72 3GF

A particularly attractive and extended Edwardian part uPVC double glazed and gas centrally heated three bedroomed semi-detached house in need of a comprehensive scheme of improvements.

ACCOMMODATION:

Ground Floor: Side entrance hall, lounge, dining room, breakfast kitchen room, rear lobby, shower room.

First Floor: Passaged landing, three bedrooms, bathroom.

Outside: Small forecourt and established garden to rear.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

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A photograph of a row of three-story brick houses with white window frames and gabled roofs. The houses are set against a background of trees and a clear sky.

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LOT 34 LAND AT HEADLEY ROAD, LIPHOOK, HAMPSHIRE GU30 7PU

A one acre approx parcel of land located on the outskirts of Liphook with direct access from Headley Road. The land is fenced and a water metre is installed. The entrance can be found a short distance south of Lowsley House Cottage.

Planning:

Whilst the site is sold on an unconditional basis, it may be possible for future development of the site. Interested parties should make their own enquiries of the planning department of the relevant council.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

Direct on site.

Guide Price:
£40,000 - £50,000



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LOT 35 PLOT 11 OFF HAY STREET, BRAUGHING, WARE, HERTS SG11 2RH

The land is handily situated mid-way between A1M and M11 being approximately 10 miles from each and approximately 15 miles from Stevenage. the A10 is nearby.

The plot is offered as a potential single building plot for the possible future development of one detached property is planning consent is granted at some future date. All planning enquiries should be taken up with the local planning authority - East Herts District Council 01279-502180.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £8,000+**



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with more to be announced throughout the year.

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LOT 36 DEV SITE REAR OF BALL COTTAGES, EGLOSHAYLE, WADEBRIDGE, CORNWALL PL27 6EE

Rarely available residential development site extending to approx. half an acre with detailed planning consent for three detached bungalows.

PLANNING DETAILS:

Consent was granted by Cornwall Council in 2016 under reference PA16/07176. Potential for higher density scheme subject to approval.

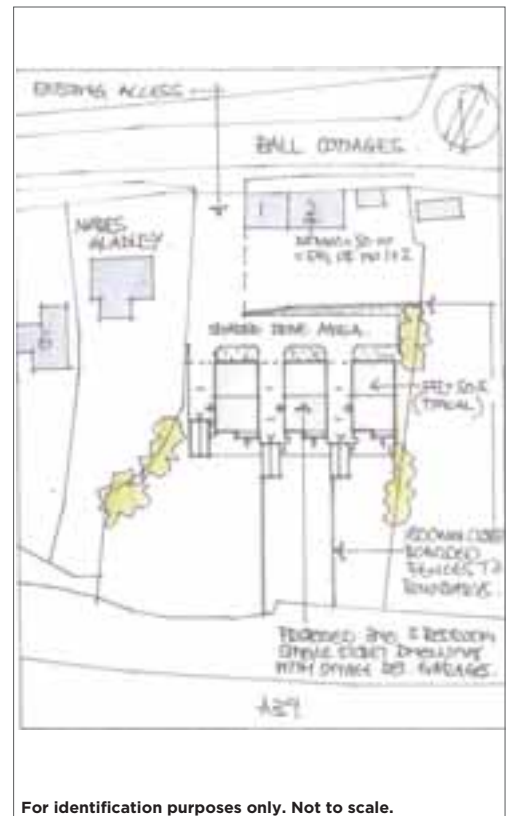
Sought after rural location in North Cornwall close to Wadebridge.

TENURE: Freehold



VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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LOT 37 ST. PAULS METHODIST CHURCH, WINCHESTER AVE, BENTILEE, STAFFS ST2 0JY

An excellent opportunity to acquire a substantial former place of worship situated on a site of approximately 1 acre which offers excellent potential for further development (stpc).

ACCOMMODATION:

The existing property is approximately 2,424 sq.ft. with purpose built church, single storey extension providing entrance vestibule, church hall, two meeting rooms, vestry, two store rooms, toilets, kitchen, rear entrance and mezzanine.

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880



***GUIDE PRICE £250,000+**

LOT 38 24 ARROW CRESCENT, ALCESTER, WARWICKSHIRE B49 6BE

A three bedroomed mid-terraced property in need of a scheme of improvement. Popular residential location.

ACCOMMODATION:

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

Ground Floor: Entrance hall, lounge, kitchen.

First Floor: Landing, three bedrooms, bathroom.

Outside: Off road parking to front. Garden to rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £125,000+**



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An extended four double bed roomed semi-detached property with en-suite which occupies a corner plot having the potential for a building plot (subject to the necessary planning consents). The property has ample parking, four garages and former Post Office which could be converted into annexe (subject to planning consent).

ACCOMMODATION:

Main Residence Accommodation -

Ground Floor: Entrance hall, front sitting room, kitchen diner, First Floor: Landing, master bedroom with en-suite bathroom, three further bedrooms, family bathroom.

Post Office Accommodation -

Ground Floor: Long corridor, guest cloakroom, separate store room, shop (T-shaped).

Outside: Prominent corner plot position with established formal garden mainly laid to lawn. Adjoining driveway providing car standing space for comfortably seven vehicles leading to four adjoining garages, three open plan with up and over doors and adjoining garage to the main residence with double doors.



ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £160,000+**

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LOT 40 STANHOPE BRETBY METHODIST CHURCH, ASHBY ROAD EAST, BRETBY DE15 OPS

Located in the popular village of Bretby, a particularly attractive detached former Methodist Church situated within easy reach of Burton-on-Trent and Swadlincote having a rendered appearance beneath a pitched tile roof. The property would suit a variety of different uses (stpc).

ACCOMMODATION:

Ground Floor: Entrance porch, chapel (29'11" x 19'9"), side entrance lobby/kitchenette, rear lobby, WC.

Outside: To the rear there is a small garden and an attached outbuilding having a wc. Tarmacadam to the front and side of the property.

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £40,000+**

LOT 41 37 MEAD CRESCENT, STAPENHILL, BURTON ON TRENT, STAFFORDSHIRE DE15 9SS

A spacious two double bed roomed ground floor flat requiring a comprehensive scheme of improvements and backing onto open countryside.

ACCOMMODATION:

Ground Floor: L-Shaped side entrance hall, lounge, fitted kitchen, two bedrooms, bathroom.

Outside: Set well back from the road and with its own garden to the rear with brick built outbuildings.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

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LOT 42 2.2 ACRES APPROX LAND, SHARDLOW RD, ASTON ON TRENT, DERBYS DE72 2GW

A freehold rectangular shaped parcel of land extending to approximately 2.2 acres adjacent to Shardlow Road. The grazing land has mature boundary hedges with access and is well positioned for Aston on Trent, Sharlow and the City of Derby.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £30,000+**



LOT 43 3 ACRES APPROX LAND, SHARDLOW ROAD, ASTON ON TRENT, DERBYS DE72 2GW

A freehold broadly rectangular shaped parcel of grazing land extending to just over 3 acres with boundary hedge running adjacent to Shardlow Road. The land is situated within easy reach of Aston on Trent, Shardlow and the city of Derby.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £30,000+**



LOT 44 18 WESTLEIGH AVENUE, DERBY DE22 3BX

A traditionally built two double bed roomed semi-detached house requiring a comprehensive scheme of improvement, close to City centre and A38.

ACCOMMODATION:

Ground Floor: Side entrance hall, front sitting room, separate dining room, galley kitchen.

First Floor: Landing, two bedrooms, family bathroom.

Outside: Fore garden and adjacent concrete driveway with car standing space and single detached garage. Timber gate to the side of the property leads to an enclosed garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £85,000+**



*Each property is subject to a Reserve Price which may be different from the Guide Price. For full definitions see the glossary at the back of this catalogue.



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LOT 45 82 WARNER STREET, DERBY DE22 3TT

A substantial freehold investment property comprising four letting rooms with scope to increase to five, currently let at £16,500 per annum, situated within easy walking distance of Derby City centre.

ACCOMMODATION:

Ground Floor: Entrance porch, hall, vacant room, en-suite letting room.

Lower Ground Floor: Large communal kitchen, landlord storage room, shower room/wc.

First Floor: Two en-suite letting rooms.

Second Floor: En-suite letting room with self-contained kitchen area.

Outside: Low maintenance yard to the rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £140,000+**



LOT 46 23 MOORE STREET/14 BAINBRIGGE STREET, DERBY DE23 6WN

Prominent corner plot position on Moore Street and Bainbrigge Street which is just located off the popular Normanton Road, a mixed commercial/residential property comprising two independent retail units with a two bedroomed self-contained first floor flat currently let on an assured shorthold tenancy agreement producing £4,800 per annum.

The two ground floor retail units are currently vacant and could provide a number of different uses (stpc). The property benefits from gas central heating and uPVC double glazed windows (where stated).

ENERGY EFFICIENCY RATING: 23 Moore St - G; 14 Bainbrigge St - D; 14a Bainbrigge St - F.

TENURE: Freehold

PART LET/PART VACANT

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £95,000+**



DEC 16

MAILING LIST APPLICATION

If you would like to receive auction catalogues please fill in your details below and return it to:

SDL Graham Penny 2 - 6 The Strand, Derby DE1 1BA

Tel: 01332 242 880 Email: news@sdलगrahampenny.co.uk

Name:

Address:

Postcode:

Email:

Please tick which catalogue(s) you would like to receive

Derby catalogue Nottingham catalogue Leicester catalogue

LOT 47 DEVELOPMENT SITE AT ST SWITHINS CL, LITTLEOVER, DERBY DE22 3FX

A secluded residential development site with planning consent approved for 3 x three bed roomed houses. May suit alternate scheme for apartments or one very large detached house.

PLANNING DETAILS:

Planning consent was approved by Derby City Council under reference DER/05/16/00577. This attractive site comprises the former gardens of 20 Louvain Road.

The approved scheme comprises three town houses each with three bedrooms and en-suite and off road parking.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880



***GUIDE PRICE £150,000+**

LOT 48 DEVELOPMENT SITE 102 MAYFIELD ROAD, CHADDESDEN, DERBY DE21 6FW

An opportunity to acquire a large development site in a popular location with lapsed planning permission for seven town houses.

The land is in an established and convenient location situated within short distance of local shopping parade, local primary school and Chaddesden village centre. It is a short commute to the City centre and the A52 which provides swift access onto Long Eaton, the M1 motorway and the City of Nottingham.

Planning Details: Planning consent was granted by Derby City Council under reference DER/02/05/00244 for 7 x 2 bed town houses and which has now lapsed.

ENERGY EFFICIENCY RATING: Not Applicable

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

Direct on site or enquiries to the auctioneers - 01332 242880



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746

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LOT 49 14 NEW HALL STREET, MACCLESFIELD, CHESHIRE SK10 3AA

A four bedroomed mid-terraced property with double glazing and gas central heating located close to the town centre. Ideal buy-to-let opportunity.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise -
Ground Floor: Lounge, dining room, kitchen, two cellars.
First Floor: Landing, four bedrooms, bathroom/wc, attic room.
Outside: Forecourt; rear yard.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £120,000+**



LOT 50 11 TUT HILL, SCARBOROUGH, NORTH YORKSHIRE YO11 1PS

A 19th century fisherman's cottage retaining many original features but requiring a comprehensive scheme of refurbishment. Located in the heart of the historic town and boasting superb views over the harbour.

ACCOMMODATION:

The auctioneers have not inspected the property but understand it to comprise -
Ground Floor: Entrance, kitchen, sitting room.
Lower Ground Floor: Breakfast room.
First Floor: Landing, bedroom one, bathroom, separate wc.
Second Floor: Landing, bedroom two.
Outside: Enclosed garden area to rear.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £80,000+**



LOT 51 48 RODSLEY CRESCENT, LITTLEOVER, DERBY DE23 2NY

A two double bedroomed end-town house benefiting from uPVC double glazing and gas central heating however requires a minor scheme of improvements. Excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance hall, front sitting room, kitchen diner.
First Floor: Landing, two bedrooms, bathroom.
Outside: Driveway providing car standing space, enclosed rear garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £70,000+**



LOT 52 8 WADE AVENUE, LITTLEOVER VILLAGE, DERBY DE23 6BG

A particularly attractive Edwardian two double bed roomed palisaded terraced property situated within the noted Littleover community school catchment area and literally yards from village centre.

ACCOMMODATION:

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

First Floor: Landing, two bedrooms, bathroom.

Outside: Small forecourt to the front of the property. Enclosed garden to the rear

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £139,000+**



LOT 53 418 BURTON ROAD, DERBY DE23 6AJ

A substantial former retirement home situated on an elevated and private mature plot extending to approx. half an acre. Planning permission has been granted (DER/06/16/00744) for change of use from residential care home (use Class 2) to one dwelling house (use Class C3). The property itself has a particularly attractive façade and is constructed of traditional brick beneath a pitched tiled roof having extensive living accommodation which is gas centrally heated and part double glazed.

ACCOMMODATION:

Ground Floor: Entrance porch/conservatory, impressive entrance hall, sitting area, inner lobby, lounge, formal dining room, kitchen, large pantry/storeroom, inner lobby, guest wc, laundry room, three bedrooms, further inner lobby, three further bedrooms, guest cloakroom.

First Floor: Office room, eight bedrooms one of which is a staff bedroom, family bathroom, shower room.

Outside: Deep fore-garden which is mainly laid to lawn with herbaceous beds and a range of specimen trees. Adjacent driveway providing ample car standing space. Access to the side of the property leads to a beautiful enclosed well kept garden which is mainly laid to lawn with a wide range of specimen trees which offer a high degree of privacy. The site extends to just over half an acre and feel would allow itself for potential redevelopment subject to the usual planning consents.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE £345,000+**



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LOT 54 BLUEBELL WOOD, BROOKSIDE RD, BREADSALL VILLAGE, DERBYS DE21 5LF

Bluebell Wood is an area of established, mature woodland in a lovely location offering peace and tranquillity and bisected by a meandering brook from which Brookside Road gains its name.

The land is situated to the north side of Brookside Road, with lengthy road frontage, and a vehicular access – albeit overgrown – opposite the track leading up to Breadsall Hilltop. It offers potential for leisure or amenity use, and may have some long-term hope value either in whole or in part.

The sale is by reference to the land registry plan – DY332102. It has previously been described as comprising 6.396 acres.

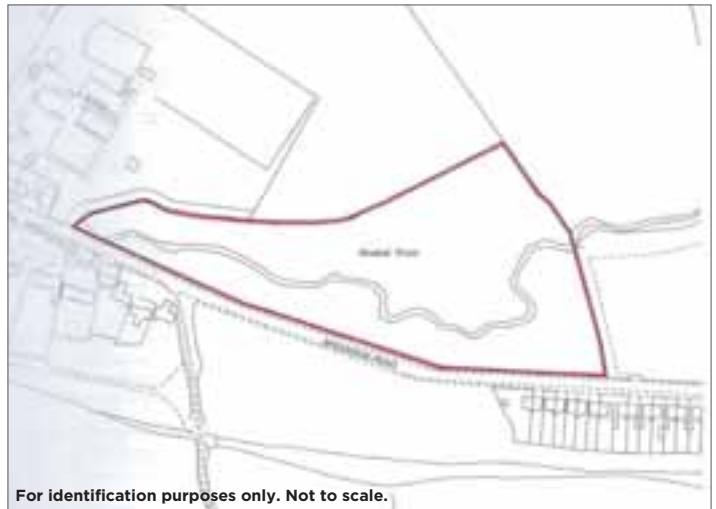
TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

Direct on site or enquiries to auctioneers - 01332 242880

***GUIDE PRICE £12,000+**



For identification purposes only. Not to scale.

LOT 55 LAND OFF CHEVIN ROAD, BELPER, DERBYSHIRE DE56 2UN

Enjoying an idyllic rural setting with far reaching views across the Chevin Valley, is an interesting parcel of land extending to 0.21 acres approx. with an existing dilapidated Dutch barn and offering the potential of being a superb building plot subject to the usual planning consents.

The sizeable and generally level plot runs adjacent to Chevin Road with a Derbyshire built stone low level wall surround with a shared driveway with open access onto the plot.

The parcel of land is surrounded by some attractive stone built properties and is within easy reach of The Chevin and Farnah Green which has the renowned Bluebell Public House/Restaurant. There are delightful countryside walks and the historic market town of Belper which is situated within one of the few World Heritage sites and has the attractive River Gardens and the A6 provides swift access onto the city of Derby. Excellent investment opportunity.

Note: The previous vendors will retain 50% of any future development value for the next 24 years, should the purchaser obtain planning consent for development other than agricultural, equestrian and extension to existing gardens.

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

Direct on site or enquiries to the auctioneers - 01332-242880.

***GUIDE PRICE £45,000+**



VIEWINGS

We hold regular group viewings on our properties. If you are interested in attending a viewing please call the office on **01332 242 880**

LOT 56 THE SEVEN STARS, 206 KILBOURNE ROAD, BELPER, DERBYSHIRE DE56 1SB

An established public house boasting 1,407 sq.ft. living accommodation with a well kept three bedroomed first floor flat situated within a short commute of the town centre and A38.

ACCOMMODATION:

Internally the accommodation is arranged to provide a ground floor lounge/bar area with exposed wooden ceiling beams, exposed stonework and fireplace with built in log burner. There is also a single compartment beer cellar below. An internal staircase provides access to a three bedroom gas centrally heated, double glazed living accommodation. There is a multi-use commercial and domestic catering kitchen to the first floor.

Outside: To the rear of the property there is a single storey WC block which is connected to the main building by virtue of a flat mineral felt clad roof. The roof provides a patio area and a covered walkway which we are informed is a public right of way.

The property benefits from a substantial plot of land previously used as a beer garden and a small cosy hardstanding patio area to the front.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

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***GUIDE PRICE £140,000+**



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LOT 57 WINDLEY HILL FARM, WIRKSWORTH ROAD, DUFFIELD, DERBYS DE56 4DH



A truly unique opportunity to acquire a large farmhouse in need of modernisation, set in 1.3 acres of land. Ecclesbourne School catchment area.

ACCOMMODATION:

Occupying a quite stunning elevated rural location, with views over the Ecclesbourne valley and back towards Duffield, Windley Hill Farm is situated in a truly idyllic location, which must be viewed to be fully appreciated.

This historic old farm, which was until recently part of the Kedleston Estate, offers a truly unique opportunity to acquire a large farmhouse in 1.3 acres of land.

The farmhouse, if converted, would provide spacious accommodation with four/five bedrooms and substantial living accommodation, all of which enjoys fine rural views.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold. **VACANT POSSESSION UPON COMPLETION**

VIEWING ARRANGEMENTS:

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For identification purposes only. Not to scale.



***GUIDE PRICE £390,000+**

*Each property is subject to a Reserve Price which may be different from the Guide Price. For full definitions see the glossary at the back of this catalogue.



A charming stone built detached dwelling enjoying a tranquil and idyllic setting in an old quarry offering a high degree of privacy extending to just under 5 acres. Excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance lobby, lounge, kitchen, sun room, bedroom, inner lobby, bathroom.

Outside: The property sits in approx 4.95 acres which is mostly mature woodland and offers a high degree of privacy.

Note: Prospective buyers are encouraged to either extend the existing property under the permitted developments rights or seek further planning approval for more a sizable scheme of improvements (subject to local planning permission).

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING ARRANGEMENTS:

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***GUIDE PRICE £200,000+**





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Auction Results for Thursday 20th October

*Each property is subject to a Reserve Price which may be different from the Guide Price. For full definitions see the glossary at the back of this catalogue.

1	25 Cambridge Street, Spondon, Derby	£106,000	36	18 New Street, South Normanton, Alfreton, Derbyshire	AVAILABLE
2	52 Moss Street, Derby	£74,000	37	219 Nottingham Road, Somercotes, Alfreton, Derbyshire	£55,500
3	5 Dickinson Street, Wilmorton, Derby	£77,000	38	8 Sleetmoor Lane, Somercotes, Alfreton, Derbyshire	£57,000
4	29 Kitchener Avenue, Derby	£72,500	39	92-94 Nottingham Road, Somercotes, Alfreton, Derbyshire	DEC AUCTION
5	84 Caxton Street, Sunnyhill, Derby	POSTPONED	40	Alpha House, George Street, Alfreton, Derbyshire	DEC AUCTION
6	192 Woods Lane, Derby	£39,000	41	32 Milton Avenue, Alfreton, Derbyshire	£78,000
7	5 Westbury Street, Derby	£68,500	42	Development site at Rectory Road, Clowne, Chesterfield, Derbyshire	SOLD PRIOR
8	65 Cedar Street, Derby	POSTPONED	43	Land adj 10 Jackson Avenue, Sandiacre, Nottinghamshire	£53,000
9	Flat 6, 46 Hartington Street, Derby	SOLD AFTER	44	Flat One, White Hart Court, King Street, Market Rasen, Lincolnshire	£39,000
10	Flat 7, 46 Hartington Street, Derby	SOLD AFTER	45	Flat 4, 95 St. Andrews Road, Northampton	SOLD PRIOR
11	72 Newdigate Street, Derby	£47,500	46	2 Hillside Road, Carharrack, Redruth, Cornwall	£105,000
12	168 Balfour Road, Derby	WITHDRAWN	47	First and Second Floor, Bank House, 8 Mill Street, Cannock, Staffordshire	AVAILABLE
13	1 Harriet Street, Derby	SOLD AFTER	48	Ground Floor, Bank House, 8 Mill Street, Cannock, Staffordshire	AVAILABLE
14	Land and Garages adjacent to 45 & 47 Mount Street, Derby	£52,000	49	15 Woodford End, Chadsmoor, Cannock, Staffordshire	SOLD AFTER
15	Flat One, Five Lamps Court, Kedleston Street, Derby	£40,500	50	Building Plot adjacent to 190 Old Road, Bignall End, Stoke on Trent, Staffordshire	SOLD AFTER
16	Residential Development Site, Park Street, Burton on Trent, Staffordshire	SOLD PRIOR	51	Cuckoowell Lodge, Bradley in the Moors, Alton, Staffordshire	SOLD PRIOR
17	40 New Street, Burton on Trent, Staffordshire	£80,000	52	Barn Conversion, Clifton Road, Clifton, Ashbourne, Derbyshire	SOLD AFTER
18	224 Stafford Street, Burton on Trent, Staffordshire	WITHDRAWN	53	58 Mayfield Road, Ashbourne, Derby, Derbyshire	WITHDRAWN
19	46 Hill Street, Stapenhill, Burton on Trent, Staffordshire	DEC AUCTION	54	190 Crich Common, Fritchley, Belper, Derbyshire	£191,000
20	14 Elm Drive, Hilton, Derbyshire	£123,000	55	Chapel House, 27-31 Chapel Street, Bramcote, Nottinghamshire	SOLD PRIOR
21	17 Rutland Avenue, Borrowwash, Derby	£120,000	56	13-19 Chatsworth Street, Derby	SOLD AFTER
22	252 Derby Road, Chellaston, Derby	DEC AUCTION	57	55 Havelock Road, Derby	£66,000
23	24 Burdock Close, Oakwood, Derby	£117,000	58	30 Boylestone Road, Littleover, Derby	£87,000
24	8 Farm Street, Derby	£81,000	59	22 Princes Drive, Littleover, Derby	£153,000
25	Building Plot at 9 Dukes Place, Ilkeston, Derbyshire	£60,500	60	32 Lawn Heads Avenue, Littleover, Derby	£171,000
26	Development Site to the rear of The Derby Arms, 37 High Street, Heanor, Derbyshire	SOLD PRIOR	61	19 Lawn Heads Avenue, Littleover, Derby	£230,000
27	53 Wilmot Street, Heanor, Derby, Derbyshire	DEC AUCTION			
28	14a Laund Hill, Belper, Derbyshire	£88,000			
29	2 Park View, Dungereave Avenue, Darley Dale, Matlock, Derbyshire	£104,500			
30	Development Site, Luke Avenue, Cassop, Durham, County Durham	£33,500			
31	Land adjoining 86 Norman Road, Ripley, Derbyshire	SOLD AFTER			
32	75 & 75a Derby Road, Ripley, Derbyshire	£49,500			
33	77 & 77a Derby Road, Ripley, Derbyshire	£46,000			
34	17 Lyncroft Avenue, Ripley, Derbyshire	£106,500			
35	93 Jessop Street, Codnor, Ripley, Derbyshire	WITHDRAWN			

Proxy, Telephone and Internet Bidding Form

I hereby instruct and authorise SDL Graham Penny to bid on my behalf in accordance with the terms and conditions overleaf and further understand that should my bid be successful the offer will be binding upon me.

PROPERTY DETAILS

Date of Auction:	<input type="text"/> / <input type="text"/> / <input type="text"/>	Lot Number:	<input type="text"/>
Address of Lot:	<input type="text"/> <input type="text"/> Post Code <input type="text"/>		
Maximum Bid Price:	£ <input type="text"/>	By entering a figure in this box it authorises the auctioneer to bid to this amount on your behalf.	
In words:	<input type="text"/>		
		Proxy Bid ✓:	<input type="checkbox"/>
		Telephone Bid ✓:	<input type="checkbox"/>
		Internet Bid ✓:	<input type="checkbox"/>

BIDDER DETAILS

Name(s):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> Post Code <input type="text"/>
Tel no. to contact on day:	<input type="text"/>
Email Address (for internet bidding):	<input type="text"/>
Signature of Bidder:	<input type="text"/>
Date:	<input type="text"/> / <input type="text"/> / <input type="text"/>

BUYERS DETAILS

Name(s):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> Post Code <input type="text"/>
Telephone:	<input type="text"/>
Mobile Tel:	<input type="text"/>
Signature of Buyer:	<input type="text"/>
Date:	<input type="text"/> / <input type="text"/> / <input type="text"/>

BUYERS SOLICITORS DETAILS

Contact Name & Company	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> Post Code <input type="text"/>
Telephone:	<input type="text"/>

Please also sign the reverse of this form

PAYMENT DETAILS

I enclose a cheque payable to **Graham Penny Auctions** or debit/credit card details for the 10% deposit (subject to a minimum of £5,000) plus the Buyers Fee of £750.00 inc. VAT.

I attach Banker Draft/
Personal /Company Cheque for: £ (words)

Card Number Valid from Expires End Issue

CSC Name (as it appears on card)

NOTE: Any cheques and/or debit/credit card details supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid. A 3% surcharge will be levied on credit card payments.

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Terms and Conditions for Proxy, Telephone and Internet Bidders

These terms and conditions apply to and are binding upon all remote prospective Buyers whether you bid by proxy, telephone or internet.

1. A prospective Buyer should complete and sign the registration form printed. In particular the prospective proxy Buyer should complete the form showing the maximum price which the prospective Buyer authorises the auctioneer to bid for a particular property. The maximum price to which the auctioneer is authorised to bid must be an exact figure (accordingly wording such as “£100 over the highest bid in the room” will not be acceptable). The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the auctioneer to bid. The completed form or forms together with a copy of driving licence or passport and a recent utility bill must be delivered to SDL Graham Penny, 2-6 The Strand, Derby DE1 1BA by hand, post or via email so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction is shown in the catalogue. Identification is required for the Bidder and the Buyer. Any agreement to alter any Proxy, Telephone and Internet Bidding Form at any time prior to, or on the day of the auction, must be in writing.

2. The prospective proxy Buyer appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the auctioneer thinks fit in his absolute discretion.

3. The prospective Buyer shall be considered to have inspected the auction catalogue for the relevant lot, all conditions of sale, and notices to prospective buyers and also any addenda relating to the lot and have full knowledge thereof in accordance with the terms and conditions of the auction catalogue. SDL Graham Penny, or any person authorised by SDL Graham Penny will sign any memorandum or contract incorporating such matters on behalf of the relevant parties.

4. Prospective proxy, telephone and internet Buyers should send with this form with a valid cheque or banker’s draft drawn on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £5,000) to which the prospective Buyer wishes the auctioneer to bid. Alternatively the Buyer can provide SDL Graham Penny with debit/credit card details at the bottom of the form. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective Buyer authorises the auctioneer to retain the same for such purpose. In the case of telephone and internet bidding, prospective Buyers may instead provide a blank cheque which, if the prospective Buyer is successful in purchasing the relevant property, the auctioneer will complete on behalf of the prospective Buyer for the amount of the deposit. The buyers fee is payable at the time of exchange (£750.00 inc. VAT).

5. The prospective Buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold, withdraw the auctioneer’s authority to bid. It is the prospective Buyer’s responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

6. Unless the relevant lot is sold to the prospective Buyer the amount of the prospective Buyers bid will not be disclosed to the Seller or any other person during or after the sale without the consent of the prospective Buyer.

7. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.

8. The prospective Buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased with a proxy bid the prospective Buyer will be notified by telephone as soon as reasonably possible.

9. SDL Graham Penny shall not be obliged to account to You for any interest accrued on any deposits that You provide in respect of any remote bid.

10. If Your bid is successful the Auctioneer or any person authorised by the Auctioneer, will sign the Contract for Sale or sale contract relating to the Lot on Your behalf. In the event that Your bid is successful the details appearing in the Buyers Details section of the Registration Form will be entered on the Contract for Sale for the Lot.

11. Prospective Buyers are advised to telephone SDL Graham Penny (tel: 01332 242 880) between 8.45am and 9.30am on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it. The prospective Buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective Buyer does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective Buyer’s behalf or refuse to accept bids by or on behalf of prospective Buyers and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective Buyer as a result thereof.

12. Should the prospective Buyer wish to bid at the auction in person or through an agent, such intention must be notified in writing to the auctioneer in person prior to the lot being offered for sale. In this case, the auctioneer will not make any bids on behalf of the prospective Buyer.

13. There is no substitute for being present in the room. SDL Graham Penny strongly recommend that you attend the auction personally in order to bid. However SDL Graham Penny will use reasonable endeavours to provide remote bidding facilities at the auction in accordance with these Terms and Conditions and will make no additional charge for the service.

SDL Graham Penny will have no liability or responsibility whatsoever towards You in the event of Your remote bid not being made as a result of:

- Unclear instructions
- Error, lack of clarity or confusion regarding the Registration Form or the deposit
- Any change in the date, time and/or venue for the Auction.
- Interruption or suspension of telephone/ internet bidding services.
- You being unobtainable by telephone or becoming disconnected during the course of the bidding by telephone or via the internet.
- Any other factor beyond the control of SDL Graham Penny.

Signature :

Date:

Sales Memorandum

Date:	<input type="text" value=" / /"/>		
Name of Seller:	<input type="text"/>		
Address of Seller:	<input type="text"/> <input type="text"/> <input type="text" value=" Post Code"/>		
Name of Buyer:	<input type="text"/>		
Address of Buyer:	<input type="text"/> <input type="text"/> <input type="text" value=" Post Code"/>		
The Lot:	<input type="text"/>		
The Price: (excluding any VAT)	<input type="text"/>	Balance Payable:	<input type="text"/>
Deposit Paid:	<input type="text"/>	Completion Date:	<input type="text"/>
<p>The seller agrees to sell and the buyer agrees to buy the lot for the price. This agreement is subject to the conditions so far as they apply to the lot.</p>			
<p>We acknowledge receipt of the deposit</p>			
<input type="text"/>			
Signed by or on behalf of the buyer:	<input type="text"/>		
If signing on behalf of buyer print name:	<input type="text"/>		
Signed by us as agent for the seller:	<input type="text"/>		
<p>The Buyer's Solicitor/Conveyancer is:</p>			
Name(s):	<input type="text"/>		
Address:	<input type="text"/> <input type="text"/> <input type="text" value=" Post Code"/>		
Contact:	<input type="text"/>		
Telephone No:	<input type="text"/>		

Glossary

In the **conditions** wherever it makes sense

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in **bold** 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 9.3**:

- (a) the date specified in the **special conditions**; or
- (b) if no date is specified, 15 **business days** after the **contract date**, but if that date is not a **business day** the first subsequent **business day**.

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Guide Price

The Guide Price is an indication of the sellers minimum acceptable price at auction at the time of entering the property into an auction. The Guide Price is given to assist consumers in deciding whether or not to pursue a purchase. As the Reserve Price is not fixed at this stage and 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, a Guide Price is issued. We would normally expect the Reserve Price to be within a range of approx. + or - 10% of the Guide Price. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Reserve Price

The Reserve Price is the sellers minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The Reserve Price is normally agreed between the auctioneer and the seller within approx. 48 hours prior to the auction. The Reserve Price is not disclosed prior to auction and remains confidential between the seller and the auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The **auctioneers**.

You (and your)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

Auction Conduct Conditions

1 Introduction

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

2 Our role

2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

2.2 **Our** decision on the conduct of the **auction** is final.

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

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

3 Bidding and reserve prices

3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the **auction**.

3.5 Where there is a reserve price the **seller** may bid (or ask us or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

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

4 The particulars and other information

4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

5 The contract

5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition 5** applies to **you** if you make the successful bid for a **lot**.

5.2 **You** are obliged to buy the lot on the terms of the **sale memorandum** at the **price you bid** plus **VAT** (if applicable).

5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

6 Extra Auction Conduct Conditions

6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is 10% (or the total **price**, if less than £5,000). A **special condition** may, however, require a higher minimum deposit.

Common Auction Conditions of Sale

(Edition Three August 2009 reproduced with consent of RICS)

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

1. THE LOT

- 1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- 1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- 1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
 - (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
 - (i) anything the seller does not and could not reasonably know about.
- 1.5 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.
- 1.6 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.
- 1.7 The lot does not include any tenant's or trade fixtures or fittings.
- 1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- 1.9 The buyer buys with full knowledge of:
 - (a) the documents, whether or not the buyer has read them; and
 - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- 1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

2. DEPOSIT

- 2.1 The amount of the deposit is the greater of:
 - (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - (b) 10% of the price (exclusive of any VAT on the price).
- 2.2 The deposit
 - (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- 2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

3. BETWEEN CONTRACT AND COMPLETION

- 3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
 - (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- 3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

4. TITLE AND IDENTITY

- 4.1 Unless condition 4.2 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.
- 4.2 If any of the documents is not made available before the auction the following provisions apply:

- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

5. TRANSFER

- 5.1 Unless a form of transfer is prescribed by the special conditions:
 - (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 5.2 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.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

6. COMPLETION

- 6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 Payment is to be made in pounds sterling and only by:
 - (a) direct transfer to the seller's conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- 6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- 6.6 Where applicable the contract remains in force following completion.

7. NOTICE TO COMPLETE

- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
 - (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
 - (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

8. 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 7.3.

9. LANDLORD'S LICENCE

- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition 9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- 9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
 - (b) enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) 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 9.

10. INTEREST AND APPORTIONMENTS

- 10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- 10.2 Subject to condition 11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- 10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- 10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

11. ARREARS

Part 1 Current rent

- 11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- 11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.

Part 2 Buyer to pay for arrears

- 11.4 Part 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- 11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

Part 3 Buyer not to pay for arrears

- 11.7 Part 3 of this condition 11 applies where the special conditions:
- (a) so state; or
 - (b) give no details of any arrears.
- 11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition 11.

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

12. MANAGEMENT

- 12.1 This condition 12 applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would

(but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;

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

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

13. RENT DEPOSITS

- 13.1 This condition 13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- 13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- 13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

14. VAT

- 14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- 14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

15. TRANSFER AS A GOING CONCERN

- 15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition 15 applies.
- 15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- 15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- 15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs;
- and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition 14.1 applies at completion.

- 15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- 15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

16. CAPITAL ALLOWANCES

- 16.1 This condition 16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- 16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition 16; 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.

17. MAINTENANCE AGREEMENTS

- 17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- 17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

18. LANDLORD AND TENANT ACT 1987

- 18.1 This condition 18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

19. SALE BY PRACTITIONER

- 19.1 This condition 19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- 19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.

20. TUPE

- 20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- 20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

21. ENVIRONMENTAL

- 21.1 This condition 21 only applies where the special conditions so provide.
- 21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

22. SERVICE CHARGE

- 22.1 This condition 22 applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- 22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- 22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

23. RENT REVIEWS

- 23.1 This condition 23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- 23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- 23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

23.4 The seller must promptly:

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

24. TENANCY RENEWALS

- 24.1 This condition 24 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.
- 24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- 24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- 24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

25. WARRANTIES

- 25.1 Available warranties are listed in the special conditions.
- 25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
 - (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- 25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
 - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

26. NO ASSIGNMENT

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

27. REGISTRATION AT THE LAND REGISTRY

- 27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- 27.2 This condition 27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
 - (b) provide the seller with an official copy and title plan for the buyer's new title; and
 - (c) join in any representations the seller may properly make to Land Registry relating to the application.

28. NOTICES AND OTHER COMMUNICATIONS

- 28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- 28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- 28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically;
- but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- 28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

Derby

Friday 24th February
Thursday 6th April
Thursday 8th June
Wednesday 26th July
Thursday 21st September
Thursday 2nd November
Friday 15th December

01332 242 880

Nottingham

Thursday 2nd February
Thursday 16th March
Thursday 4th May
Friday 7th July
Thursday 7th September
Friday 20th October
Thursday 7th December

0115 958 8702

Leicester

Thursday 16th February
Thursday 27th April
Friday 23rd June
Thursday 10th August
Friday 6th October
Thursday 23rd November

0116 254 9654

Birmingham

Thursday 23rd February
Thursday 4th May
Thursday 6th July
Wednesday 6th September
Wednesday 18th October
Thursday 14th December

0121 233 5046

NEW Chester

Wednesday 22nd February
Tuesday 25th April
Tuesday 27th June
Wednesday 13th September
Wednesday 25th October
Wednesday 6th December

01244 401 100

NEW Stoke

Friday 27th January

01782 481 232

NEW Coventry

Wednesday 29th March

0247 699 2412

