# SDL AUCTIONS

# - GRAHAM PENNY -

# LEICESTER AUCTION

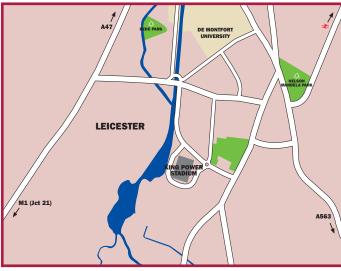
Thursday **14th June** 2018 at **11.30am**Leicester City FC, King Power Stadium
Filbert Way, Leicester LE2 7FL

0116 254 9654

www.sdlauctions.co.uk

# **AUCTION VENUE**





# **Thursday 14th June 2018**

(Registration desk opens at 10.30am) Commencing 11.30am

Keith Weller Suite, Leicester City F.C, King Power Stadium, Filbert Way, Leicester LE2 7FL

Call the team on 0116 254 9654 for further information

# **UPCOMING AUCTIONS**

SDL AUCTIONS

- GRAHAM PENNY -

Nottingham auction: Tuesday 26th June 2018

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

SDL AUCTIONS

**NORTH WALES** 

Cheshire & North Wales auction: Wednesday 27th June 2018

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

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BIGWOOD —

Birmingham auction: Wednesday 18th July 2018

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

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-- NORTH WEST --

North West auction: Monday 23rd July 2018

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

SDL AUCTIONS

- GRAHAM PENNY -

**Derby auction: Thursday 26th July 2018** 

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

# **MESSAGE FROM THE AUCTIONEER**

# **Andrew Parker**

**Managing Director & Auctioneer at SDL Auctions Graham Penny** 





# Welcome to our Leicester auction catalogue

It's time for our third Leicester auction of the year at the King Power Stadium on Thursday 14th June.

This month our catalogue is filled with 29 properties from all across Leicester and beyond, including Ranksborough Hall in Oakham (LOT 10). This grand country home was built in 1839 for Lord Ranksborough who at the time was equerry to Queen Victoria and comes with a guide price\* of £1.8 million+ (plus fees).

Another investment opportunity is 18-24 Lower Hollyhead Road, Coventry. (LOT 13) a 36 bedroomed student property let at £163,000 per annum which has a guide price of £1 million + (plus fees).

For those looking for properties that require a bit of upgrading but will both make lovely homes once completed:

- 30 Briargate Drive in Birstall (LOT 2) a three bedroomed semi-detached house with a guide price of £145,000+ (plus fees).
- 66 Wicklow Drive in Evington (LOT 19) a three bedroomed terraced house with a guide price of £135,000+ (plus fees).

If you like to be beside the seaside, 2 Marine Road in Lincolnshire (LOT 28) may be the property for you! This spacious five/six bedroomed period property comes with an original restored balcony and sea views with a guide price of £139,000+ (plus fees).

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 Thursday 14th June then you can submit a Telephone, Proxy and Internet Bidding Form - found on page 37 of this catalogue - or you can watch the auction live from our website

We're already inviting entries to our next Leicester auction on Thursday 9th August. If you'd like to arrange a free no obligation appraisal see our team in the auction room or call us on 0116 254 9654.

Other auction dates in June include Nottingham on Tuesday 26th June and Chester on Wednesday 27th June. Further dates can be found on the back page of this catalogue or on our website www.sdlauctions.co.uk.



# COMMERCIAL PROPERTY MESSAGE

# **Nick Trow**

**Commercial Auction Valuer at SDL Auctions Graham Penny** 

We're excited to announce several various commercial lots going under the hammer in this Leicester auction catalogue.

Firstly, with a guide price of £150,000+ (plus fees) is 29 Knighton Lane in Aylestone (LOT 4). This superb investment opportunity comprises two self-contained flats and a two storey office block to the rear which has scope to be converted to residential, subject to planning permission.

Moving further up north, 140 Tonge Moor Road in Bolton (LOT 16) is a ground floor lock up shop situated in a busy parade of other retail units. With a guide price of £25,000+ (plus fees), this property would make a great buy to let investment.

Also included is a 29A Central Avenue in Wigston (LOT 11) with a guide price of £150,000+ (plus fees). This residential development site comprises of a former children's nursery which has planning permission for four spacious four bedroomed townhouses complete with gardens and parking.

Full details on all the commercial lots in our June auction can be found in this catalogue or online at www.sdlauctions.co.uk. If you have a commercial property you are looking to sell in the Leicester area, be sure to give us a call on 0116 254 9654 for a free auction appraisal.

# MEET THE SDL AUCTIONS TEAM

### **The Auctioneers & Directors**



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# **IMPORTANT NOTICES TO BE READ BY ALL BIDDERS**

### **BUYING AT AUCTION**

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

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

- the proposed completion date (granted prior agreement with the Vendor), then we strongly recommend that the deposit is paid by cleared funds e.g., Banker's Draft, Building Society Draft or Debit Card. The purchaser must notify the Auctioneer as early as possible of their intention to complete early in order that arrangements can be made to transfer the deposit monies held. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.
- Offers We will not forward any offer to our Vendors, unless the offer is above the guide price and prospective purchasers have viewed the property (where applicable) and have perused the legal pack.

### PROPERTY INSURANCE

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

### **DEFINITION OF GUIDE PRICES**

The guide price is an indication of the seller's reserve price and is given to assist prospective purchasers. It is usual, but not always the case, that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period. The guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. Please note the reserve price will not exceed the top end of the guide price but the actual sale price can exceed the guide price. On occasions the sale price does exceed the guide price significantly.

### **AUCTION FEES**

The purchase of any property may include associated fees not listed here. Any additional fees will be confirmed in the legal pack which can be downloaded from our website, www.sdlauctions.co.uk or to find out more about any additional fees associated with any property please call SDL Auctions on 0116 254 9654. Stamp Duty, Land Tax or Land and Buildings Transaction Tax may also apply in some circumstances. These costs will not be confirmed in the legal pack, it is up to the bidder to make their own enquiries via www.gov.uk/stamp-duty-land-tax or www.revenue.scot/land-buildings-transaction-tax.

### DEFINITION OF RESERVE PRICE

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

### **CONDITION OF SALE**

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

### PROPERTY MISREPRESENTATION

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

# FREQUENTLY ASKED QUESTIONS

- Q. What order will the lots be offered in?

  A. The Lots are offered as listed in the catalogue
  (Yes we are asked this question frequently!)
- Q. Can I view the properties before the Auction?
  A. Yes, please contact the office or book onto the set viewing appointments online at www.sdlauctions.co.uk.
- Q. What is a reserve price?
   A. A reserve price is the price stipulated as the lowest acceptable by the vendor. This figure is confidential between the vendor and auctioneer.
- Q. Is the guide price the same as the reserve price?
  A. No, not always. The guide is an indication given by the Auctioneer. Where the guide price is a bracket figure, the reserve cannot exceed the top end of the bracket price. If the guide price is a single figure, then the reserve can be up to 10% in excess of this.
- Q. How do I register to bid at the auction?

  A. You must register on the day of the Auction at the auction venue, you will need 2 forms of original or certified identification (one photo and one proof of address) to register. To save you time on auction day, you can fill in the registration form within this catalogue and bring it with you on the day.
- Q. How long does it take to offer each lot?

  A. Each lot varies; there is no set amount of time per lot although it is generally approximately 2-3 minutes per lot.
- pay?

  A. Normally 10% of the purchase price for an unconditional sale, however we do recommend checking the legal pack to confirm this as some lots vary. If the property is sold via the unconditional reservation fee method then a 5% deposit is payable. The deposits are subject to a minimum fee of £5,000.

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

- Q. How is the deposit payable?
   A. Either by banker's draft (made payable to "SDL Auctions") or debit card.
- Q. How much should I make my bank draft for?

  A. 10% of your maximum offer, if you purchase the property for less than your maximum offer, the full amount of monies will be used as your deposit i.e. more than 10% deposit paid and you will pay less on completion. If you purchase the property for slightly more than your intended maximum offer you can top your deposit up with a debit card.
- Q. If I am a successful purchaser when do I have to complete the purchase and pay the balance monies?
   A. The normal completion period is 20 business days after the sale, although you should inspect the legal pack to confirm this as some lots vary.
- Q. How can I view the legal pack and contract before the auction?

A. These are available to view on our website and are uploaded as and when we receive them from the appointed solicitor. They can also be inspected on the day of the auction in the auction room.

Q. If I am unable to attend the auction can I bid by proxy,

telephone or internet?

A. Yes, a proxy, telephone or internet bidding form is available within the catalogue or on our website. This form must be completed and returned to the Auctioneers along with a bank draft or building society draft for the deposit and buyers fee at least 48 hours prior to the Auction Sale for telephone and internet bids and 24 hours for proxy bids.

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

A. Yes, however they must bring with them 2 forms of original identification for you and for themselves, along with an authorisation letter from yourself. It must be noted that should you default, the bidder will be liable.

Q. Can I make an offer prior to the Auction?

A. Yes, some vendors will consider selling prior to the

A. Yes, some vendors will consider selling prior to the auction but only on the condition that an unconditional contract is exchanged before the auction with a cleared funds deposit.

Q. How can I make this offer?

A. Offers must be made in writing or by en

A. Offers must be made in writing or by email to leicester@sdlauctions.co.uk Verbal offers will not be accepted. Offers may not be acknowledged, but you will be contacted within 7 days if your offer is accepted.

- Q. Can I have the property surveyed before the auction?
   A. Yes, your surveyor must contact us for access.
- Q. Do some lots not sell? A. Yes, if a reserve price is not reached the lot will not sell. We continue to market most unsold properties after the auction so you may still purchase these lots, however all post-auction sales are under auction terms.
- Q. Are there any further costs to pay in addition to the sale price?

A. A buyers administration fee of £1074 inc VAT (see Important Notices in the catalogue) is payable on exchange to SDL Auctions if the lot is sold unconditionally. If a property is an unconditional reservation fee lot or conditional reservation fee lot then a reservation fee of 4.8% inc VAT or 4.2% inc VAT in London. (subject to a minimum fee of £6000 inc VAT) is payable (unless stated otherwise). The reservation fee does not contribute towards the purchase price. Any further additional costs, which are payable in addition to the purchase price will be included within the Special Conditions that are attached to the Contract. Therefore all prospective purchasers must inspect the legal packs and we strongly advise that all prospective purchasers request a legal representative to go through the pack for every lot that you may wish to bid on, in order to be made fully aware of any additional costs, if applicable.

- Q. Why is a reservation fee payable on some lots?

  A. A buyers reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price. A buyers administration fee is not payable on these lots.
- Q. If I do not complete the sale are there any penalties? A. Yes, firstly you will lose your deposit and admin fee, furthermore the Vendor may sue you for the balance owed and any further losses caused.
- Q. Will I be able to get a mortgage on the property? A. Not all properties are suitable for mortgage security and we strongly recommend that you arrange for an independent survey to be carried out if you require mortgage finance.
- Q. How do I know whether the details given in the catalogue change or a property is withdrawn or sold prior?

  A. An addendum is available on our website (www.sdlauctions.co.uk) at all times and is updated regularly and is also available at the auction.

  Alternatively, you can register for our email alert service by emailing us on marketing@sdlauctions.co.uk It is essential that you see the addendum prior to bidding.
- Q. Can I go on the permanent mailing list to receive future auction catalogues?
   A. Yes, contact us by telephone (0116 254 9654) or by email

(marketing@sdlauctions.co.uk)

# PROOF OF IDENTITY & ADDRESS

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

Original documents MUST be provided. Photocopies are NOT acceptable.

# PHOTOGRAPHIC ID

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

# **EVIDENCE OF ADDRESS**

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

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

### WHAT ELSE DO I NEED TO BRING...

- If I am bidding as an agent for the buyer?
  - Written authority from the buyer stating they give you authority to bid on their behalf.
  - ID for the bidder and buyer
- If there is more than one individual purchasing jointly?
  - ID is required for each buyer.
- If the provider of funds is different to the bidder or buyer?
  - ID for the funds provider
  - ID for the bidder and buyer
- If I am bidding for a Limited company or Limited Liability Partnership (LLP)?
  - ID for the bidder
  - Certificate of incorporation
  - Proof of registered office address

- Full names of board of directors (unless company is listed on a regulated market)
- ID for shareholders holding more than 25% of share capital
- If I am bidding for an unincorporated business or partnership?
  - ID for the bidder
  - Written authority from the company that you have the authority to purchase on behalf of the company at the auction
  - Certificate of incorporation
- If I am bidding for a Trust (or similar)?
  - ID for the bidder
  - ID for each beneficial owner
  - ID relating to the settler of the trust
  - ID for each trustee

# **REGISTRATION OF BIDDERS BIDDERS NO:** You will be required to register before you can take part in the auction. If you would like to be prepared you can fill in our Auction Registration Form below ready to bring with you on the day. **BIDDER DETAILS First Name:** Surname: Company: **Address:** Postcode: **Email: BUYERS DETAILS** APPLICABLE IF BIDDING ON SOMEONE ELSES BEHALF First Name: Surname: Company: **Address:** Postcode: **Email: SOLICITORS/CONVEYANCER DETAILS First Name:** Surname: Company: Address: Postcode: Telephone: **Person Dealing: MEANS OF IDENTIFICATION** NB: TWO FORMS OF ORIGINAL I.D. MUST BE BROUGHT TO THE AUCTION IN ORDER TO BID **Passport: Driving Licence: Bank Statement: Utility Bill:** Other: **MEANS OF DEPOSIT PAYMENT Building Society Debit Card: Bankers Draft: Draft:** I confirm I will pay the required deposit and the Auctioneer's buyers fee once the hammer has fallen. I confirm that I will purchase Lots with full knowledge and acceptance of the Important Notices, Common Auction Conditions, Legal Pack and Addendum. I hereby acknowledge that I take full responsibility of all bids undertaken with the above bidders number. **Privacy Notice: SDL Auctions Registration of Bidders** SDL Auctions is part of the SDL Group (www.sdlgroup.co.uk). We collect the above information from you so that we can conduct the bidding process. We may also use your data to send you relevant marketing from within the Group. We will store your data for six years. To opt out or if you have any questions about how we handle your data please contact compliance@sdlgroup.co.uk.

**SIGNATURE:** 

and auction fees

**DATE:** 

# A COFFEE WITH...

# Katie Hobden

**Marketing Executive at SDL Auctions** 



After graduating from studying Media at Sheffield Hallam University two years ago, I knew I wanted to go down the Marketing route with my career. I started out working for an Aromatherapy company in Leicestershire as a Marketing coordinator, but then my boyfriend and I decided to fly the nest and move to Nottingham, which is one of the many reasons I took my current role as Marketing Executive at SDL auctions. What can I say, I am loving every minute!



### What is your business motto?

To be both positive and productive, it is important to have a good social and work life balance. The more organised you are in the office can have great benefits on how much you can end up relaxing at home. I always try to keep on top of my work and personal task list so that one doesn't start to overwhelm the

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

I think it's amazing how much the company has grown in such a small amount of time and you can really see that everyone is passionate about delivering great customer service and results.

### What is office life like for you and your team?

Office life in Chilwell is very positive and busy. Everyone works hard as a team to get jobs done and is always willing to help. As the newest member of the SDL Auctions team, everyone has been especially welcoming and friendly.

### What is your approach to work / life balance?

Spending time with my family and friends (and my dog) is important to me. I try to stay on top of my tasks at work with a to-do list for each day so that I can feel better knowing exactly what I've accomplished. This way, I have more of a chance to relax and switch off when I get home.

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

Being guite new to the business, I am still working my way through our current contacts to introduce myself, particulary with people I'll be working closely going forwards. I always ensure to be polite and friendly, to maintain good contact relationships.

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

Probably my parents. They have both always worked hard to achieve the nicer things in life, and they have taught me that to achieve your goals, you have to work hard for them - not all good things come easily!

### What is your proudest achievement in business?

Pretty much getting the job I wanted not long after graduating from University. I know a lot friends that are still struggling to find jobs in their degree subject after University, so I feel lucky and grateful to have landed such a fab marketing job.

### What drives and motivates you?

It's a great feeling when you know a marketing campaign has been successful. Whether it has led to a sale or even a valuation enquiry, its good to know our adverts and hard work are reaching our customers and grabbing their attention.

### If you hadn't been a Marketing Executive what would you do instead?

When I was applying to University, I was originally going to do a primary teaching degree, but at the last minute changed my mind and did Media Studies as I enjoyed the subject so much in Sixth Form. So, if I hadn't of changed my mind, I would probably be teaching right now!

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

Probably mid-morning, once I have begun my tasks for the day and had a strong cup of tea. I'm not much of a morning person, so a good cup of tea usually does the trick.

### Do you use Facebook, Twitter or other social media?

Yes, I use most forms of social media, especially Instagram. I like to follow fashion bloggers and I get outfit inspiration. (Which is probably why I am terrible at saving money, as I love to buy a lot of clothes!)

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

I would love to go for a coffee with Taylor Swift. I have been a huge fan of hers for ages now and would love to get all the celebrity gossip out of her (and then become BFF's of course!)

### How do you relax outside of work?

I enjoy socialising with my friends and we always try and get together when we can. Since the weather has decided to pick up a bit lately, we have been having a lot of barbeques which are always fun. Mostly though, after work, I just love to chill out on the sofa and binge on Netflix programmes.

# ORDER OF SALE & \*GUIDE PRICES

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

LOT 1.	134 Ratcliffe Road, Sileby, Leicestershire	£75,000+
LOT 2.	30 Briargate Drive, Birstall, Leicester	£145,000
LOT 3.	5 Bursdon Court, Bursdon Close, Leicester	£59,000+
LOT 4.	29 Knighton Lane, Aylestone, Leicester	£150,000+
LOT 5.	25 Sweetbriar Road, Leicester	£240,000+
LOT 6.	Flat 6 Granby Buildings, 41 Granby Street, Leicester	£185,000+
LOT 7.	34 Breach Road, Coalville, Leicester	£85,000+
LOT 8.	108a High Street, Ibstock, Leicestershire	£64,000+
LOT 9.	35 Kirby Road, Leicester	£225,000+
LOT 10.	Rankesborough Hall, Langham, Oakham, Leicestershire	£1,800,000+
LOT 11.	Development Site, 29a Central Avenue, Wigston, Leicester	£150,000+
LOT 12.	44 Victoria Road, Coalville, Leicestershire	£135,000+
LOT 13.	18 - 24 Lower Hollyhead Road, Coventry	£1,000,000+
LOT 14.	Land adj 68 Telford Way, Thurnby, Leicester	£285,000+
LOT 15.	49 Kirby Road, Leicester	£225,000+
LOT 16.	140 Tonge Moor Road, Bolton	£25,000+
LOT 17.	2 King Richard Road, Coventry	£200,000+
LOT 18.	Land Off Little Church Lane, Sileby, Leicestershire	£135,000+
LOT 19.	66 Wicklow Drive, Evington, Leicester	£135,000+
LOT 20.	2 Church Road, Kirby Muxloe, Leicester, Leicestershire	£250,000+
LOT 21.	Plot 18 & 19 Cardiff Road, Treharris, Mid Glamorgan	£500+
LOT 22.	Plot 20 & 21 Cardiff Road, Treharris, Mid Glamorgan	£500+
LOT 23.	Plot 22 & 23 Cardiff Road, Treharris, Mid Glamorgan	£500+
LOT 24.	Land at 3 Melton Road, Waltham on the Wolds, Leicestershire	£80,000+
LOT 25.	59 East Avenue, Syston, Leicester	£90,000+
LOT 26.	53 Pen Street, Boston, Lincolnshire	£68,000+
LOT 27.	Land adj. 185 Markfield Lane, Newtown Linford, Leicestershire	£20,000+
LOT 28.	2 Marine Road, Sutton On Sea, Lincolnshire	£139,000+
LOT 29.	2 Albion Street, Oadby, Leicester	£110,000+

# **UNCONDITIONAL & CONDITIONAL AUCTIONS EXPLAINED**

# **Unconditional**

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

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

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

### **Unconditional Reservation Fee** UR

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

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

# **Conditional Reservation Fee**

Upon the fall of the hammer the buver shall...

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

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

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

Please note ALL fees and deposits are non-refundable





- GRAHAM PENNY -

# DEPOSITS Important Information

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

Deposits can be paid by debit card or bankers draft.

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

\*Unless stated otherwise in the legal pack.

# NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-



Bank/Building Society Draft



Debit Card

As an extra safeguard to our vendors we NO longer accept any cheques.

To benefit all purchasers there will be no card charges for payments made by debit card.

www.sdlauctions.co.uk

# A GUIDE TO ADDITIONAL FEES

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

# **BUYERS ADMINISTRATION FEE**

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

# ADDITIONAL FEES, COSTS AND CHARGES

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

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

# FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please contact the team on 0116 254 9654 or email at leicester@sdlauctions.co.uk

### 134 RATCLIFFE ROAD, SILEBY, LEICESTER LE12 7QA

### A THREE BEDROOMED SEMI-DETACHED **BUNGALOW SITUATED IN A CONVENIENT** LOCATION WITHIN THE VILLAGE OF SILEBY

### PROPERTY DESCRIPTION:

Requiring extensive upgrading but will make a great family home once completed. There is also scope for further extension/redevelopment to the rear and into the roof space, subject to any necessary planning permissions. Sileby boasts a great range of local amenities and is well served with road links and a railway station.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge/Dining Room, Kitchen,

Three Bedrooms, Bathroom

Outside: Driveway, Single Garage, Rear Garden

ENERGY EFFICIENCY RATING: TBC

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** 

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





### \*GUIDE PRICE £75,000+ (plus fees)

# LOT 2

### **30 BRIARGATE DRIVE, BIRSTALL, LEICESTER LE4 3JA**

### A THREE BEDROOMED SEMI-DETACHED PROPERTY SITUATED IN A QUIET YET CONVENIENT LOCATION WITHIN BIRSTALL.

### PROPERTY DESCRIPTION:

Requiring slight modernisation throughout offering scope for extension subject to the necessary planning permission. The property is situated within the village of Birstall with a range of local amenities including shops, parks, restaurants, doctors, some highly regarded schooling and within easy access to the outer ring road, A46 and M1 motorway. A great investment opportunity or an ideal family home.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Dining Room, Kitchen First Floor: Landing, Three Bedrooms, Bathroom Outside: Fore-garden, Driveway, Side garden with store, Rear garden

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

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





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

### 5 BURSDON COURT, BURSDON CLOSE, LEICESTER LE3 6PG

### A SPACIOUS TWO BEDROOMED GROUND **FLOOR MAISONETTE**

### **PROPERTY DESCRIPTION:**

Situated in a quiet cul de sac close to a good range of amenities and bus routes. The property benefits from gas central heating and Upvc double glazing and has the added benefit of a single garage. Great buy to let investment which would let for around £500 per calendar month giving a potential return of around 10%. We are informed the service charges are approximately £40 per month and the ground rent is £50 per annum.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Kitchen, Bathroom, Two

**Bedrooms** 

Outside: Single Garage

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** 

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





### \*GUIDE PRICE £59,000+ (plus fees)

# LOT 4

### 29 KNIGHTON LANE, AYLESTONE, LEICESTER LE2 8BG

A SUPERB INVESTMENT OPPORTUNITY TO PURCHASE A MIXED **USE PROPERTY COMPRISING OF TWO SELF-CONTAINED** FLATS AND A TWO STOREY OFFICE BLOCK TO THE REAR.

### PROPERTY DESCRIPTION:

Currently the flats are let at an income of £8088 per annum to long term tenants. The current market rent for the two flats would be £10,000 per annum. The office block to the rear has recently been converted and is in perfect order and is being sold vacant. The office block could be let as a whole or split into a first and second floor suites. There is also scope to convert to residential subject planning. The rental income from the office would amount to around £5000 per annum.

The flats and offices all have their own utility supplies and meters. The whole site has been well maintained and is in superb order throughout.

### ACCOMMODATION:

Main Building Ground Floor Flat: Lounge, Kitchen, Bedroom, En-suite Outside: Enclosed garden First Floor Flat: Landing, Lounge, Kitchen, Bedroom, Shower Room Rear Yard: Secure Gates, Yard Office Building Ground floor: Open Plan Office, Kitchen, Toilet

**ENERGY EFFICIENCY RATING: F,D,E** 

First Floor: Open Plan Office, Kitchen, Toilet

TENURE: Freehold PART LET/PART VACANT

VIFWING:

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

\*GUIDE PRICE £150,000+ (plus fees)





### 25 SWEETBRIAR ROAD, LEICESTER LE3 1AP

### A SUBSTANTIAL THREE STOREY, SIX BEDROOMED HMO PROPERTY WITH A GREAT HISTORY OF STUDENT RENTAL

### PROPERTY DESCRIPTION:

The property is situated on a quiet road just off Narborough Road, within walking distance to bars and restaurants, DeMontfort University and the Royal Infirmary hospital.

The property is currently let until 30th of June at a rental of £20,736 excluding bills but is already let from 1st July 2018 for the 2018-2019 academic year at an increased rent of £21,600 excluding bills.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Kitchen, Utility Room, Two

**Bedrooms** 

First Floor: Three Bedrooms, Bathroom Second Floor: Bedroom Outside: Front Garden, Rear Garden

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

**SUBJECT TO TENANCY** 

**VIEWING:** 

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





# LOT 6

### FLAT 6 GRANBY BUILDINGS, 41 GRANBY STREET, LEICESTER LE1 6EH

### A SPACIOUS FOUR BEDROOMED APARTMENT LOCATED ON THE SECOND FLOOR OF A PERIOD **BUILDING ON GRANBY STREET WITHIN THE CITY CENTRE**

### **PROPERTY DESCRIPTION:**

The property has been fully refurbished throughout to a very high standard. We believe the property is currently let to three students for the 2017-2018 academic year at a rental of £19,920 per annum. The rental amount once let to four students would be around £24,000 per annum. SItuated between DeMontfort University and Leicester University.

### ACCOMMODATION:

Ground Floor: Communal Hallway Flat: Reception Hallway, Open Plan Lounge / Kitchen, Four Bedrooms, Shower Room, Cloakroom

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Leasehold

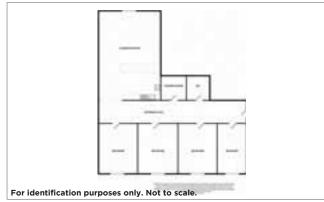
SUBJECT TO TENANCY

**VIEWING:** 

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

### \*GUIDE PRICE £185,000+ (plus fees)





### 34 BREACH ROAD, COALVILLE, LEICESTERSHIRE LE67 3SA

### A THREE BEDROOMED END TERRACED PROPERTY SITUATED IN A QUIET LOCATION

### **PROPERTY DESCRIPTION:**

Well placed for local amenities, schools, parks and Coalville town centre. The property benefits from gas central heating and UPVC double glazing. It would make a great first time buy or excellent buy to let investment. The estimated rental income would be around £600pcm / £7200 per annum.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Dining Room, Kitchen First Floor: Landing, Bathroom, Three Bedrooms Outside: Rear Garden

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIFWING:

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





### \*GUIDE PRICE £85,000+ (plus fees)

# LOT 8

### 108A HIGH STREET, IBSTOCK, LEICESTERSHIRE LE67 6LJ

### A SPACIOUS APARTMENT LOCATED IN THE CENTRE OF THE POPULAR VILLAGE OF IBSTOCK

### PROPERTY DESCRIPTION:

Situated close to a range of amenities, the Bardon 22 Industrial Estate where Amazon and other large brands are located.

A fully refurbished apartment with a new kitchen, bathroom, gas central heating with combi boiler, new flooring, decor throughout, single garage and rear garden. An estimated rental income of £6,000 - £6,500 per annum giving a return of 9 - 10%

### ACCOMMODATION:

Flat: Entrance Hall, Open Plan Lounge/Kitchen, Shower Room, Two

**Bedrooms** 

Outside: Single Garage, Rear Garden

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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





### \*GUIDE PRICE £64,000+ (plus fees)

### 35 KIRBY ROAD, LEICESTER LE3 6BD

### A THREE STOREY, FIVE BEDROOMED HMO PROPERTY WITH A GREAT HISTORY OF STUDENT RENTAL

### PROPERTY DESCRIPTION:

The property is situated on Kirby Road, within walking distance to bars and restaurants, DeMontfort University and the Royal Infirmary hospital. The property is currently let until 30th of June at a rental of £21,600 per annum inclusive.

It is already let from 1st July 2018 for the 2018-2019 academic year at the same rental income of £21,600 per annum. A great buy to let investment which gives a superb return.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Kitchen, Utility Room, Wc, **Bedroom** 

First Floor: Three Bedrooms, Bathroom Second Floor: Bedroom

Outside: Front Garden, Rear Garden

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

**SUBJECT TO TENANCY** 

**VIEWING:** 

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

\*GUIDE PRICE £225,000+ (plus fees)



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- GRAHAM PENNY —

www.sdlauctions.co.uk

### RANKSBOROUGH HALL, LANGHAM, OAKHAM, LEICESTERSHIRE LE15 7JR



### A SUBSTANTIAL FORMER COUNTRY HOME OFFERED AS AN INVESTMENT OPPORTUNITY. SITUATED AT THE END OF A LONG PRIVATE DRIVE IN THE UNSPOILT VILLAGE OF LANGHAM BEING SOLD ON A LONG LEASEHOLD

### PROPERTY DESCRIPTION:

Planning permission has been granted to convert the main house and further courtyard building into 24 luxury one, two and three bedroomed apartments (22 being offered for sale). Eight of the apartments have already been converted, fourteen require conversion and finishing works and two have been sold on long leaseholds, therefore 22 are being offered.

Each apartment will retain original features, high ceilings and be in keeping with the grandeur of the building. The development sits in a private estate of around 50 acres of parkland with some stunning views over the surrounding countryside. The estate offers semi-retired living and holiday homes.

The village itself offers two historic pubs and the Market town of Oakham is only a couple of miles away with its medieval castle, country museum, galleries, shops and abundance of restaurants.

A superb investment opportunity with a guide price of less than £82,000 per unit.

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold

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













### ACCOMMODATION:

If completed in accordance to the existing planning permission, the accomodation would comprise:

### **THE HALL**

Apartment One: Kitchen, Lounge/Diner, Bedroom, Bathroom Apartment Two: Kitchen/Diner, Lounge/Bedroom, Bedroom,

Apartment Three: Kitchen, Lounge/Diner, Bedroom, Bathroom Apartment Four: Kitchen, Lounge, Bedroom, Bathroom Apartment Five: Lounge/Kitchen, Two Bedrooms, Bathroom Apartment Six: Lounge/Kitchen, Bedroom, Bathroom Apartment Seven: Kitchen, Lounge/Diner, Bedroom, Bathroom **Apartment Eight:** Kitchen, Lounge/Diner, Bedroom, Bathroom Apartment Nine: Kitchen, Lounge/Diner, Bedroom, Bathroom Apartment Ten: Kitchen, Lounge/Diner, Bedroom, Bathroom Apartment Eleven: Lounge/Kitchen, Three Bedrooms, Bathroom Apartment Twelve: Lounge/Kitchen, Bedroom, Bathroom Apartment Thirteen: Lounge/Kitchen, Bedroom, Bathroom Apartment Fourteen: Lounge/Kitchen, Bedroom, Bathroom



Apartment One: Duplex Living, Dining Kitchen, Lounge, Two Bedrooms, Bathroom

Apartment Two: Duplex Living, Dining Kitchen, Lounge, Two Bedrooms, Bathroom

Apartment Three: Lounge/Kitchen, Two Bedrooms, Bathroom Apartment Four: Lounge/Diner/Kitchen, Two Bedrooms, Bathroom Apartment Six: Lounge/Diner/Kitchen, Two Bedrooms, Bathroom Apartment Seven:Lounge/Diner/Kitchen, Two Bedrooms, Bathroom Apartment Nine: Lounge/Diner/Kitchen, Two Bedrooms, Bathroom Apartment Ten: Lounge/Diner/Kitchen, Two Bedrooms, Bathroom





### \*GUIDE PRICE £1.8 Million+ (plus fees)

### DEVELOPMENT SITE, 29A CENTRAL AVENUE, WIGSTON, LEICESTER LE18 2AB

### A FORMER CHILDREN'S NURSERY WHICH HAS PLANNING PERMISSION FOR THE DEMOLITION AND REBUILDING OF FOUR SPACIOUS FOUR **BEDROOM TOWNHOUSES WITH GARDENS AND PARKING**

### **PROPERTY DESCRIPTION:**

The site is in a quiet location but within easy access to the many facilities within Wigston town centre, local parks and good schooling. Planning Ref 17/00551/FUL Granted by Oadby and Wigston Council in April 2018.

If built in accordance with the existing planning permission each property would comprise:

### ACCOMMODATION:

Ground Floor: Reception Hallway, Cloakroom/Wc, Lounge, Living Room/Kitchen, Utility Room

First Floor: Landing, Four Bedrooms, En-Suite to Master Bedroom, Family Bathroom

Outside: Driveway, Rear Garden

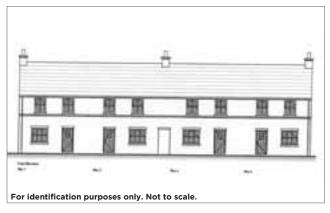
**TENURE:** Freehold

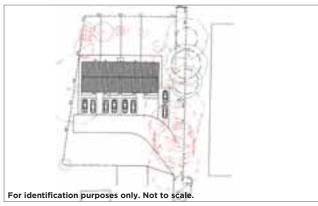
### VACANT POSSESSION UPON COMPLETION

### **VIEWING:**

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

### \*GUIDE PRICE £150,000+ (plus fees)





# **LOT 12**

### 44 VICTORIA ROAD, COALVILLE, LEICESTERSHIRE LE67 3AG

### A SPACIOUS, EXTENDED 4/5 BEDROOMED SEMI DETACHED PROPERTY AT THE END OF A QUIET **CUL DE SAC NEXT TO A PARK**

### PROPERTY DESCRIPTION:

The property has been extended over three floor to provide a four/ five bedroomed property but has potential for further extension subject to planning. The property has previously let on an an assured shorthold tenancy agreement at £110 per week but offers excellent scope to let as a HMO property subject to the necessary planning permission which could provide a rental income of approximately £20,000 per annum.

### ACCOMMODATION:

Ground Floor: Entrance Hall, Lounge, Dining Room, Large Dining Kitchen, Utility Room, Bathroom, Bedroom Five/Sitting Room First Floor: Master Bedroom, En-suite Shower Room, Two Bedrooms, Cloakroom/Wc

Second Floor: Bedroom

Outside: Driveway, Detached Garage. Rear Garden, Brick Store

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

### **VACANT POSSESSION UPON COMPLETION**

### **VIEWING:**

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

### \*GUIDE PRICE £135,000+ (plus fees)









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Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.

### 18-24 LOWER HOLLYHEAD ROAD, COVENTRY CV1 3AU



### A SUBSTANTIAL FOUR STOREY PROPERTY **OFFERING 36 STUDENT BEDROOMS**

### PROPERTY DESCRIPTION:

A substantial property which is made up of 4 x four storey Villa type properties. With gas central heating, UPVC double glazing and fire alarm system. Currently let for the 2017-2018 Academic year at £163,000 per annum, but with further scope to increase the rental income to approximately £180,000 per annum. The property is owned by Coventry University and has therefore been well maintained throughout.

### ACCOMMODATION:

Thirtysix Bedrooms, Four Communal Lounges, Store Rooms, Four Kitchens, Eight Shower Rooms, Four Further Showers, Seven Further Toilets, Laundry Room

Outside: Bike Store, Rear Gardens, Approximately Eight Parking Spaces

### **ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

SUBJECT TO TENANCY

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





### \*GUIDE PRICE £1,000,000+ (plus fees)

### LAND TO REAR OF 68 TELFORD WAY, THURNBY, BIRSTALL, LEICESTER LE5 2LX

A SUBSTANTIAL DEVELOPMENT SITE SITUATED IN A QUIET TUCKED AWAY LOCATION BUT CLOSE TO AN **EXCELLENT ARRAY OF AMENITIES INCLUDING SHOPS,** PARK AND SCHOOLING.

### PROPERTY DESCRIPTION:

With planning permission for 3 x two bedroomed apartments and 9 x two bedroomed houses with associated gardens and parking. There is also potential to increase the number of houses and apartments subject to permissions. If the proposed scheme were to be utilised we estimate the final build value to be

Planning Ref- 16/00464/OUT for the erection of a block of 3 x two bedroomed Planning Ref- 17/00958/OUT for the erection of 9 x two bedroomed houses to

the rear of 68 Telford Way.

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING: Direct on site

\*GUIDE PRICE £285,000+ (plus fees)



# **LOT 15**

### 49 KIRBY ROAD, LEICESTER LE3 6BD

### A SUBSTANTIAL THREE STOREY, SIX BEDROOM HMO PROPERTY WITH A GREAT HISTORY OF STUDENT RENTAL

### PROPERTY DESCRIPTION:

The property is situated on Kirby Road, within walking distance to bars and restaurants, DeMontfort university and the Royal Infirmary hospital.

The property is currently let until 30th of June at a rental of £21,600 per annum inclusive.

It is already let from 1st July 2018 for the 2018-2019 academic year at the same rental income of £21,600 per annum.

A great buy to let investment which gives a superb return.

### **ACCOMMODATION:**

Ground Floor: Reception Hallway, Lounge, Kitchen, Utility Room, Wc, One

**Bedroom** 

First Floor: Three Bedrooms, Bathroom

Second Floor: One Bedroom

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold SUBJECT TO TENANCY

VIEWING:

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

### \*GUIDE PRICE £225,000+ (plus fees)



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

See the form at the back of this catalogue.

### 140 TONGE MOOR ROAD, BOLTON BL2 2DP

### A GROUND FLOOR LOCK UP SHOP LOCATED ON **TONGE MOOR ROAD**

### PROPERTY DESCRIPTION:

Situated on a busy parade of retail units on one of the main roads into Bolton town centre. The property would make a great investment with a potential rental income of £350 per calendar month.

### ACCOMMODATION:

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

Ground Floor: Main Sales Shop, Store Room, Kitchen/Wc

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

\*GUIDE PRICE £25,000+ (plus fees)



# **LOT 17**

### 2 KING RICHARD ROAD, COVENTRY CV2 4FU

### A SUBSTANTIAL DOUBLE FRONTED PROPERTY WITH A HISTORY OF STUDENT LETTING

### PROPERTY DESCRIPTION:

A five bedroomed property and self contained one bedroomed flat with gas central heating and UPVC double glazing. Ideal buy to let student accommodation with a potential rental income of £26,000 per annum.

### ACCOMMODATION:

Self Contained Flat: Bedroom, Kitchen, Lobby/Utility Area, Bathroom/ Wetroom

Student Accommodation: Kitchen, Shower Room, Five Bedrooms Outside: Parking, Rear Garden

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** 

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





\*GUIDE PRICE £200,000+ (plus fees)

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www.sdlauctions.co.uk

### LAND OFF LITTLE CHURCH LANE, SILEBY, LEICESTERSHIRE LE12 7NE

A BLOCK OF GRASS FIELDS TOTALING 14.2 ACRES SITUATED IN A QUIET, TUCKED AWAY LOCATION **CLOSE TO THE HEART OF SILEBY VILLAGE** 

### PROPERTY DESCRIPTION:

Approached over a shared driveway not visible from the road. Sileby village offers a great range of amenities and local train station. It also offers excellent access to Leicester, Loughborough and Nottingham.

TENURE: Freehold **VACANT POSSESSION UPON COMPLETION** VIEWING: Direct on site \*GUIDE PRICE £135,000+ (plus fees)

### 66 WICKLOW DRIVE, EVINGTON, LEICESTER LE5 4RB

### THREE BEDROOMED TOWN HOUSE

### PROPERTY DESCRIPTION:

**LOT 19** 

The property does require modernisation but benefits from recent rewiring and UPVC double glazing. There is a pleasant rear garden and a foregarden offering potential to provide a driveway for two cars subject to permissions. Situated close to Uppingham Road and Coleman Road. Close to shops, parks and schools.

### ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Kitchen First Floor Three Bedrooms, Bathroom, Wc Outside: Front Garden, Rear Garden

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

\*GUIDE PRICE £135,000+ (plus fees)



Entries are now invited for our next Leicester auction **Thursday** 9th August 2018

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# 2 CHURCH ROAD, KIRBY MUXLOE, LEICESTER, LEICESTERSHIRE LE9 2AD



### A SPACIOUS FOUR BEDROOMED DETACHED HOUSE LOCATED IN THE VILLAGE OF KIRBY **MUXLOE**

### PROPERTY DESCRIPTION:

Situated close to a range of local amenities, a golf course and an excellent Primary School. The property offers extensive accommodation over two floors with gas central heating and UPVC double glazing, there is also scope for improvement/ refurbishment to make a truly wonderful family home. The location gives easy access to Leicester city and the motorway network.

### ACCOMMODATION:

Ground Floor: Entrance Porch, Superb Reception Hall, Cloakroom / Shower Room, Kitchen, Utility, Lounge, Dining Room, Sitting Room, Family Room, Snug Room

First Floor: Galleried Landing, Four Bedrooms, Bathroom Outside: Front Garden, Side Driveway, Detached Single Garage, Rear and Side Gardens

### **ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

### **VACANT POSSESSION UPON COMPLETION**

### **VIEWING:**

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

### \*GUIDE PRICE £250,000+ (plus fees)





### PLOT 18 & 19, CARDIFF ROAD, TREHARRIS, MID GLAMORGAN CF46 5EY

### TWO PLOTS OF LAND OFFERED FOR SALE AS ONE LOT

### PROPERTY DESCRIPTION:

Affordable medium to long term investment and also offers possible future development opportunities subject to planning permission being granted. Accessed via a right of way off Cardiff Road

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING: Direct on site.



### \*GUIDE PRICE £500+ (plus fees)

# **LOT 22**

# PLOT 20 & 21, CARDIFF ROAD, TREHARRIS, MID GLAMORGAN CF46 5EY

### TWO PLOTS OF LAND OFFERED FOR SALE AS ONE LOT

### PROPERTY DESCRIPTION:

Affordable medium to long term investment and also offers possible future development opportunities subject to planning permission being granted. Accessed via a right of way off Cardiff Road.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIFWING:

Direct on site.



### \*GUIDE PRICE £500+ (plus fees)

# **LOT 23**

# PLOT 22 & 23, CARDIFF ROAD, TREHARRIS, MID GLAMORGAN CF46 5EY

### TWO PLOTS OF LAND OFFERED FOR SALE AS ONE LOT

### PROPERTY DESCRIPTION:

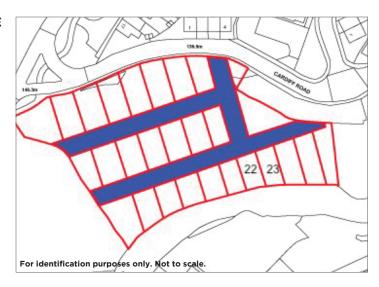
Affordable medium to long term investment and also offers possible future development opportunities subject to planning permission being granted. Accessed via a right of way off Cardiff Road.

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

Direct on site.



### \*GUIDE PRICE £500+ (plus fees)

### LAND AT 3 MELTON RD, WALTHAM ON THE WOLDS, MELTON MOWBRAY LE14 4AJ

### A SUPERB OPPORTUNITY TO PURCHASE A DEVELOPMENT SITE IN THE HIGHLY SOUGHT AFTER VILLAGE OF WALTHAM ON THE WOLDS

### PROPERTY DESCRIPTION:

The site currently comprises of a large barn which has full planning permission in place to demolish and to build a three bedroomed detached house. Planning details - Melton Borough Council. Ref 15/00347/FUL.

If built in accordance with the existing planning permission the property would comprise:

### ACCOMMODATION:

Ground Floor: Reception Hallway, Cloakroom/Wc, Lounge, Dining Room, Kitchen, Utility Room.

First Floor: Master Bedroom, En Suite, Two Bedrooms, Bathroom. Outside: Driveway, Double Car Port, Rear Gardens.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

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

\*GUIDE PRICE £80,000+ (plus fees)



# **LOT 25**

### **59 EAST AVENUE, SYSTON, LEICESTER LE7 2E**

A SUPERB INVESTMENT PROPERTY COMPRISING OF A TWO BEDROOMED GROUND FLOOR APARTMENT, STORAGE UNIT/WORKSHOP AND THE FREEHOLD OF THE WHOLE SITE. **CURRENTLY PART LET** 

### PROPERTY DESCRIPTION:

The flat is in excellent condition throughout with gas central heating and UPVC double glazing with a potential rental income of £6,300 per annum. The lock up storage unit is currently let on a 12 month assured shorthold tenancy agreement with an income of £1,800 per annum. The freehold ground rents for the other three flats give an income of £300 per annum. The total income could be approximately of £8,400 per annum when fully let.



Ground Floor Flat: Entrance Hall, Lounge, Kitchen, Two Bedrooms, Bathroom.

Outside: Parking to front.

Storage Unit: Approximately 570 sq ft, parking for 3 - 4 cars.

**TENURE:** Freehold

PART LET/PART VACANT

VIEWING:

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

\*GUIDE PRICE £90,000+ (plus fees)





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### 53 PEN STREET, BOSTON, LINCOLNSHIRE PE21 6TF

A GRADE II LISTED THREE STOREY, FOUR BEDROOMED END TERRACED COTTAGE SITUATED WITHIN THE HEART OF BOSTON TOWN CENTRE. THE PROPERTY IS BELIEVED TO BE AROUND 200 YEARS OLD AND RETAINS NUMEROUS **CHARACTER FEATURES** 

### PROPERTY DESCRIPTION:

A deceptively spacious property situated in the town centre with a wide range of shops, bars and restaurants. An ideal buy to let investment with a rental income of approximately £8,200 per annum. The property also offers scope to use as a five bedroomed HMO subject to the necessary permissions, giving a rental income of approximately £20,000 per annum.

### ACCOMMODATION:

Ground Floor: Reception Hall, Lounge, Dining Room, Kitchen, Wc,

Bathroom

First Floor: Three Bedrooms Second Floor: Master Bedroom Outside: Enclosed Rear Garden

**ENERGY EDDICIENCY RATING: N/A** 

**TENURE:** Freehold

**VIEWING:** 

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







# **LOT 27**

### LAND ADJ 185 MARKFIELD LANE, NEWTOWN LINFORD, LEICESTER LE67 9PQ

A PARCEL OF LAND MADE UP OF SEMI MATURE TREES TO THE FRONT AND MEADOW GRASS TO THE REAR AND TOTALS APPROXIMATELY 0.37 **ACRES** 

### PROPERTY DESCRIPTION:

Situated in a popular and desirable location between the villages of Newton Linford and Markfield. Close to Bradgate Park and lovely walks but with easy access to the A50 and M1 motorway. The site is rectangular in shape with a road frontage of 66ft and a depth of 243ft. A great opportunity to own your own piece of amenity land which makes a great investment with the potential of

future development subject to planning permissions. The land is included in Charnwood Council Strategic Housing Land Availability Assessment 2107. Details can be found within the legal pack or via Charnwood Borough Council website.

TENURE: Freehold

VIEWING:

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

# \*GUIDE PRICE £20,000+ (plus fees)



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### 2 MARINE ROAD, SUTTON ON SEA, LINCOLNSHIRE LN12 2ND

### A SPACIOUS FIVE/SIX BEDROOMED PERIOD **PROPERTY WITH SEA VIEWS & ORIGINAL RESTORED BALCONY**

### PROPERTY DESCRIPTION:

Situated in this sought after seaside village close to the beach, High Street and local amenities. It has the added advantage of gas central heating and UPVC double glazing. The property has off road parking, retains numerous original features and has had many improvements made.

The property offers adaptable accommodation that could be suitable for a variety of uses. The room that is currently used as the games room has previously been used as a shop unit. The property was originally a hotel. Therefore it could be used as a family home, holiday home, holiday rentals, HMO property, B&B or retail, all subject to the necessary planning consents.

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



Ground Floor: Entrance Hallway, Games Room, Dining Kitchen, Utility

First Floor: Lounge/Bedroom, Two Bedrooms, En-Suite Shower Room, Bathroom.

Second Floor: Master Bedroom, Three Bedrooms, Bathroom, Dressing Room/Nursery.

Outside: Driveway with double opening decorative metal gates.



**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

VACANT POSSESSION UPON COMPLETION

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

### \*GUIDE PRICE £139,000+ (plus fees)

# **LOT 29**

### 2 ALBION STREET, OADBY, LEICESTER LE2 5DA

### A THREE BEDROOMED END TERRACED PROPERTY SITUATED IN THE HEART OF OADBY

### PROPERTY DESCRIPTION:

Close to a range of local amenities and excellent schooling. The property requires modernisation throughout and also offers scope for off road parking subject to the necessary planning permission. Great investment opportunity with a potential rental income of £695 per calendar month.

### ACCOMMODATION:

Ground Floor: Lounge, Dining Room, Kitchen, Rear Lobby First Floor: Bathroom, Three Bedrooms Outside: Foregarden, Rear Garden

**ENERGY EFFICIENCY RATING:** F

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

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

\*GUIDE PRICE £110,000+ (plus fees)



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Please see overleaf for Payment Details

Email:

### PAYMENT DETAILS

PATWENT DETAILS	
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unsuccessful proxy, telephone or internet bid.	
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Anyone not able to attend the Auction to mobids may utilise the facilities available for teinternet or written bids on the following Ter Conditions.  1. The Bidder must complete a separate authority form finvolved, and provide a separate Banker's Draft or Bui or Debit Card details (cleared funds) for 10% of the me the bid for each Lot subject to a minimum of £5,000 puyers administration fee of £1074 inc VAT (unless of Important Notices).  2. The form must be hand delivered, posted or emailed the auction office to arrive prior to the auction day. It is the responsibility to check that the form is received by SD can be done by telephoning the office.  3. Due to money laundering obligations we require two funds to incomplete the photo identification i.e passport or driving licence and address i.e bank statement or utility bill, no more than signing this agreement you understand that we will ure with Experian for the purposes of verifying your identification i.e purposes of verifying your identification and the supply against any database (public or otherwise) to which they have accallows us to verify you from basic details using electrons is not a credit check of any kind so will have no effect credit history. They may also use your details in the function of the relevant Lot in the Catalogue and the Special Conditions of Sale. The Bidder shall be deemed to have read the 'Notice the particulars of the relevant Lot in the Catalogue and the Special Conditions of Sale. The Bidder shall be deemed and any of the addendum relating to the relevant Lot. can, and should, be checked by visiting our website we or at the Auction prior to bidding.  5. In the case of telephone bids, at about the time the Lot auction, attempts will be made to contact the Bidder shall be deemed to have read the intended Lot is being of Auctions do not take any liability or responsibility shou in the Auction.  6. In the case of internet bidding, all bidders who have recommence bidding when the intended Lot is being of Auctions do not take any liab	bidder.  8. SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt, omission, uncertainty as to their bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid would be made on behalf of the Bidder and accept no liability.  9. In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contrachaving been formed on the fall of the hammer).  10. In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contrachaving been formed on the fall of the hammer).  10. In the event of a Contract the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit subject to a minimum of £5,000 per Lot, plus the buyers administration fee of £1074 inc VAT (unless specified differently on the Important Notices clause 6), however if monies are received over 10%, this will result in the purchaser paying a lesser sum on completion.  10. In the event that the Bidder is unsuccessful in gaining the Contract the deposit monies shall be returned to the Bidder promptly. However, if paic by debit card or bank transfer, these monies may take up to 10 working days to refund.  12. Once delivered to the Auctioneers the authority to bid is binding on the Bidder up to 8,00pm on the day on which the particular Lot is auctioned the auction office by 4pm the day before the Auctione in writing delivered the Auctioneer in a distribution of the Bidder's auction in the addending mis inserted, SDL to the particular Lot is auctioned the authority form.  12. If the Bidder, or an agent, actually bids at the Auctioneer is at liberty to accept such bid in addition to any bid from SDL Auctions staff as empowered under the telephone/written/internet authority.  13. The receiptor of a telephone, written or int
Date of Signature	I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.  IMPORTANT NOTICE TO ALL TELEPHONE BIDDERS:  A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale If contact is made then the bidder may compete in the bidding through the Auctioneer's staff. The Auctioneer will not be held responsible for instructions or authorisations given to them which are unclear or incomplete and these bids will not be accepted. If it is impossible to obtain telephone contact or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Once you have completed this form please send it to SDL Auctions together with your draft for the 10% deposit and buyers administration

fee and also your identification documents in accordance with the money laundering legislation detailed in this catalogue. SDL Auctions may send you details of future auctions. Please tick here if you do not wish to receive further communication from us. (Please note, your details will not be shared with any third party, but may be shared within the SDL Group).

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

### **GLOSSARY**

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

- Wherever it makes sense:
   singular words can be read as plurals, and plurals as singular words:
- a 'person' includes a corporate body;
   words of one gender include the other genders;
- words of one gented include the other genters, references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
   where the following words printed in blue capitals appear in black capitals they have the specified meanings.

### **ACTUAL COMPLETION DATE**

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

### ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

### AGREED COMPLETION DATE

Subject to CONDITION G9.3:
(a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

### APPROVED FINANCIAL INSTITUTION

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

### **ARREARS**

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

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

AUCTION

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

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

### AUCTIONEERS

auctioneers at the AUCTION.

### **BUSINESS DAY**

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

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

### CATALOGUE

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

### COMPLETION

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

### CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

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

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

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

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

### **DOCUMENTS**

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

### FINANCIAL CHARGE

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

### **GENERAL CONDITIONS**

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

### INTEREST RATE

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

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including CHATTELS, if any).

### OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant

Act 1995.

### **PARTICULARS**

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

### PRACTITIONER

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

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

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

### SALE CONDITIONS

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

### SALE MEMORANDUM

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

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

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the

### TENANCIES

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

### TENANCY SCHEDULE

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

### TRANSFER

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

WE (AND US AND OUR)

### YOU (AND YOUR)

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

### **Auction Conduct Conditions**

### INTRODUCTION

- INTRODUCTION

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

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

  OUR POLE

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

  - (c) sell each LOT; (d) receive and hold deposits;

  - (a) receive and noid deposits; (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.
- A2.2 OUR decision on the conduct of the AUCTION is
- WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the
- AUCTION. YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

### **BIDDING AND RESERVE PRICES**

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

### **SELLER**

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

### THE PARTICULARS AND OTHER INFORMATION

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

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

### THE CONTRACT

A5.1

on the fall of the hammer).

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

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

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

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

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

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

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to US on an bankers draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra auction conduct conditions may state if WE accept any other form of payment.

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

- received in cleared funds.
- A5.7 (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the
- BUYER'S default. Where the BUYER is a company YOU warrant that A58 the BUYER is properly constituted and able to buy

### EXTRA AUCTION CONDUCT CONDITIONS A6

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

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

(d) where the deposit is paid to US to be held as (a) where the deposit is paid to US to be neid as stakeholder, WE may if WE choose transfer all or part of it to the SELLER'S conveyancer for them to hold as stakeholder in OUR place. Any part of the deposit not so transferred will be held by US as stakeholder. WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

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

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

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

### THE LOT

- The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.2
- The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any FINANCIAL CHARGES: these the SELLER must discharge on or before COMPLETION.

  The LOT is also sold subject to such of the following
- G1.4 as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS: (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
    (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and (f) outgoings and other liabilities:
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them; and (i) anything the SELLER does not and could not

  - anything the SELLER does not and could not reasonably know about.
    G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
    G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
    The LOT does not include any tenant's or trade
- G1.7
- The LOT does not include any tenant's or trade fixtures or fittings.

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

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

- The amount of the deposit is the greater of:
  (a) any minimum deposit stated in the AUCTION
  CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the PRICE).
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means of payment that the AUCTIONEERS may accept); and (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER.
- as agent for the SELLER. Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against
- the BUYER for breach of contract.
  Interest earned on the deposit belongs to the
  SELLER unless the SALE CONDITIONS provide

### BETWEEN CONTRACT AND COMPLETION

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

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

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

  No damage to or destruction of the LOT nor any
- No damage to or destruction of the LOT nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- Section 47 of the Law of Property Act 1925 does not
- Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

### TITLE AND IDENTITY G4.

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

  If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply:
  (a) The BUYER may raise no requisition on or objection to any of the DOCUMENTS that is made available before the AUCTION.
  (b) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is
  - register, of all documents subject to which the LOT is being sold.
  - being sold.
    (c) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    (i) the application for registration of title made to the

  - land registry;
    (ii) the DOCUMENTS accompanying that application; (ii) the DOCUMENT'S accompanying that application; (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the BUYER. (e) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.
- given to the BUYER.
  Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

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

### TRANSFER G5.

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

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

### COMPLETION G6.

- COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- The amount pavable on COMPLETION is the balance G62 of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest
- G6.3 Payment is to be made in pounds sterling and only
  - (a) direct transfer to the SELLER'S conveyancer's client account; and
    (b) the release of any deposit held by a stakeholder.
- Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the balance of the PRICE is G64
- CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account. If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY. G6 5
- Where applicable the CONTRACT remains in force following COMPLETION.

### NOTICE TO COMPLETE

- The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.
- The person giving the notice must be READY TO COMPLETE.
- If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has: (a) terminate the CONTRACT; (b) claim the deposit and any interest on it if held by a stakeholder:
  - (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
  (e) claim damages from the BUYER.
  If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
  (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

### IF THE CONTRACT IS BROUGHT TO AN END

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

### CONDITION G7.3. LANDLORD'S LICENCE

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

### G10. INTEREST AND APPORTIONMENTS

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

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

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

G104 Apportionments are to be calculated on the basis

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

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

period acrouse at an equal daily rate during the period acrouse at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

### ARREARS G11

Part 1 Current rent

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

  Parts 2 and 3 of this CONDITION G11 do not apply to
- ARREARS of current rent.
- G11.4
- ARREARS of current rent.
  Part 2 BUYER to pay for ARREARS
  Part 2 of this CONDITION GII applies where the
  SPECIAL CONDITIONS give details of ARREARS.
  The BUYER is on COMPLETION to pay, in addition to
  any other money then due, an amount equal to all
  ARREARS of which details are set out in the SPECIAL
  CONDITIONS.
  If those ARREARS are not all ARREARS to SELLER. G11.5
- If those ARREARS are not old ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS. G11.6
- Part 3 BUYER not to pay for ARREARS
  Part 3 of this CONDITION GTI applies where the
  SPECIAL CONDITIONS: G11.7
- (a) so state; or (b) give no details of any ARREARS.

  While any ARREARS due to the SELLER remain unpaid the BUYER must:
  - (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;

forfeit the TENANCY;
(b) pay them to the SELLER within five BUSINESS
DAYS of receipt in cleared funds (plus interest at the
INTEREST RATE calculated on a daily basis for each
subsequent day's delay in payment);
(c) on request, at the cost of the SELLER, assign to
the SELLER or as the SELLER may direct the right to
demand and sue for OLD ARREARS, such
assignment to be in such form as the SELLER'S
conveyance may reasonably require:

conveyancer may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counter part of any TENANCY against an undertaking to hold it to the BUYER'S order;

(e) not without the consent of the SELLER release

any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION GII.

Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

### MANAGEMENT G12.

- This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
- The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an G12.3 after COMPLETION (Such as, but not infinited to, 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 informatic and apparatch (a)) express the properties of the properties o for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability; (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER

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

### **RENT DEPOSITS**

- This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION GI3 'rent deposit deed' means the deed or other document under which the rent deposit is
- If the rent deposit is not assignable the SELLER 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.
- Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
  (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

### G14.

- Where a SALE CONDITION requires money to be money or consideration, but only if given a valid VAT
- Where the SPECIAL CONDITIONS state that no VAT G14.2 OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

### G15. TRANSFER AS A GOING CONCERN

Where the SPECIAL CONDITIONS so state:
(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going

concern; and
(b) this CONDITION GI5 applies.
The SELLER confirms that the SELLER (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

COMPLETION.
The BUYER confirms that:
(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another

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

evidence:
(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and
(c) that the VAT OPTION has been notified in writing
to HM Revenue and Customs; and if it does not
produce the relevant evidence at least two
BUSINESS DAYS before the AGREED COMPLETION
DATE, CONDITION G1A1 applies at COMPLETION.
The RIVER profirms that after COMPLETION the

The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concerr subject to and with the benefit of the TENANCIES;

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

If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then: (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and

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

### CAPITAL ALLOWANCES

- This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital G16.2 allowances
- The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS. G16.3

The SELLER and BUYER agree:
(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION Gife, and (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations

### **G17. MAINTENANCE AGREEMENTS**

- The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

### **LANDLORD AND TENANT ACT 1987** G18.

- This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the G18.2 requisite majority of qualifying tenants has not accepted the offer.

### SALE BY PRACTITIONER

- This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the
- G19.2 The PRACTITIONER has been duly appointed and is
- ne PRACTITIONER has been duly appointed and empowered to sell the LOT.

  Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with easle or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability
- The LOT is sold: (a) in its condition at COMPLETION: (b) for such title as the SELLER may have; and (c) with no title guarantee; and the BUYER has no right to terminate the contract or any other remedy if information provided about the LOT is inaccurate, ncomplete or missing.
  - Incomplete or missing.

    Where relevant:

    (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

TUPE

- G20.1 If the SPECIAL CONDITIONS state 'There are no
- G20.2
- If the SPECIAL CONDITIONS state 'There are no employees to which TUPE applies', this is a warranty by the SELLER to this effect.

  If the SPECIAL CONDITIONS do not state 'There are no employees to which TUPE applies' the following paragraphs apply:
  (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the 'Transferring Employees'). This notification must be given to the BUYER not less than 14 days before COMPLETION.
  - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring
  - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on
  - and the SELLER will transfer to the BOYER on COMPLETION.

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

### G21. ENVIRONMENTAL

- This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- The SELLER has made available such reports as the The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.
- The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT. G21.3

### SERVICE CHARGE G22

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

  No apportionment is to be made at COMPLETION in
- respect of service charges.
  Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
  - (a) service charge expenditure attributable to each
  - TENANCY;
    (b) payments on account of service charge received from each tenant:
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- In respect of each TENANCY, if the service charge account shows that: G224
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service

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

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

account that are still due from a tenant CONDITION GII (ARREARS) applies. GII (ARREARS) applies. In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the pressure before account to the PLIVEE. the service charge account to the BUYER.

If the SELLER holds any reserve or sinking fund on

account of future service charge expenditure or a depreciation fund:

(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and

(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

### RENT REVIEWS G23.

This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE

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

The SELLER may continue negotiations or rent review proceedings up to the ACTUAL

COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the PUNCT and consent of the proceedings without the written consent of the processor. BUYER, such consent not to be unreasonably withheld or delayed.
Following COMPLETION the BUYER must complete

G23.3 Following CUMPLE HON the BOYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

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

The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

When the rent review has been agreed or G23.6 determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

The SELLER and the BUYER are to bear their own

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

### TENANCY RENEWALS G24.

TENANCY RENEWALS
This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any

respond to any notice or begin or continue any

respond to any notice or begin or continue any proceedings.

If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it. G24.3

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

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER's period of ownership of the LOT within five BUSINESS DAY'S of receipt of cleared funds.

receipt of cleared funds.
The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

### WARRANTIES G25.

Available warranties are listed in the SPECIAL CONDITIONS.

Where a warranty is assignable the SELLER must: (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the SELLER and the BUYER must (b) apply for (and the SELLER and the BUYER mi use all reasonable endeavours to obtain) any cons to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and

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

### NO ASSIGNMENT G26.

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

### REGISTRATION AT THE LAND REGISTRY G27.

This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable: own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the TRANSFER;
(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
(c) join in any representations the SELLER may

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

### G28. NOTICES AND OTHER COMMUNICATIONS

All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers. A communication may be relied on if:

G28.2 (a) delivered by hand; or (b) made electronically and personally acknowledged (a) made electronically and personally acknowledgement does not countly, or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

A communication is to be treated as received:
(a) when delivered, if delivered by hand; or (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be

treated as received on the next BUSINESS DAY.
A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 G29.

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

### G30 **EXTRA GENERAL CONDITIONS**

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

### G2 DEPOSIT

The amount of the deposit is the greater of (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the

The deposit

The deposit:

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

(b) is to be held as agent for the SELLER unless the SPECIAL CONDITIONS expressly state otherwise Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stakeholder despite any contrary provision in any CONDITION Where the AUCTIONEERS hold the deposit as

stakeholder, then:
(a) they are entitled with the consent and irrevocable authority of the BUYER (which the BUYER hereby acknowledges and grants) to release such deposit to the SELLER'S solicitors upon receipt by the the SELLER's solicitors upon receipt by the AUCTIONEERS of written confirmation from the SELLER'S solicitors that COMPLETION has taken place and, for the avoidance of doubt, upon the AUCTIONEERS releasing the deposit, their liability as stakeholder shall be discharged (b) if COMPLETION does not take place, the AUCTIONEERS are authorised (and the SELLER and the DILYCLE adjustation and insurance to see firm

the BUYER acknowledge and irrevocably confirm

their agreement to such authority) to release it to the person entitled to it under the SALE CONDITIONS If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of contract"

### **LANDLORD AND TENANT ACT 1987** G30.2

The following provisions shall apply in addition to those set out in GENERAL CONDITION 18: Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ("the Acts") apply to the sale of the LOT and the qualifying tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the the Acts and nave appointed a nominee with the intention of acquiring the SELLER'S interest in the LOT, the SELLER will inform the BUYER of this as soon as possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of and take over the benefit and burden of the

CONTRACT and purchase the LOT.

If the nominee does elect to purchase the LOT in accordance with the Acts and pays a deposit to the SELLER or the AUCTIONEERS in accordance with the CONTRACT:

(a) the SELLER will repay any deposit paid in accordance with the CONTRACT to the BUYER but without any additional payment relating to interest (b) the CONTRACT shall have effect as if the nominee had entered into it and the agreement with the BUYER shall be null and void and of no further effect but without prejudice to the rights of the SELLER in respect of any previous breach by the BUYER

(c) the BUYER shall take all necessary steps to cancel any registrations at Land Registry or Land Charges Registry entered in respect of the agreement for the sale of the LOT to the BUYER

(d) completion of the sale of the LOT to the nominee shall take place 22 BUSINESS DAYS after the day on which the nominee complies with the provisions of the Acts and takes over the CONTRACT
(e) the nominee shall immediately pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE

towards the front of the CAI ALOGUE
If the nominee does not comply with the provisions
of the Acts COMPLETION shall be 30 BUSINESS
DAYS after the date of the SALE MEMORANDUM or
(if earlier) a date (not earlier than 10 BUSINESS DAYS
after the date of the SALE MEMORANDUM) which is
10 BUSINESS DAYS after the SELLER notifies the
BUYER in writing that the nominee has served or is
deemed to have served notice of withdrawal under 18.5 deemed to have served notice of withdrawal under

### G30.3 RELEASE OF SELLER FROM COVENANTS IN LEASES

With regard to the Landlord & Tenant (Covenants)

with regald to the Cardiold & Ferial (Coverlands)
Act 1995 ("the 1995 Act");
(a) the SELLER may within the period commencing
on the date of the SALE MEMORANDUM up to
COMPLETION serve notice on any tenant of the LOT
in accordance with the 1995 Act requesting a complete release of the SELLER from future liability under the lessor covenants contained in any relevant **TENANCIES** 

(b) If the SELLER serves any such notice the SELLER shall use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the BUYER agrees promptly to supply at the BUYER'S cost such information as the SELLER reasonably requires to satisfy the tenant under any relevant TENANCY or the Court that it is reasonable to grant the release requested
(c) In the event of the SELLER failing to obtain any such release from the said covenants by COMPLETION or not serving any such notice then, in the TRANSFER, the BUYER shall covenant with the SELLER:

(i) to serve notice in writing on the SELLER on (i) to serve notice in writing on the SELLER on completion or within 5 BUSINESS DAYS after completion of the transfer of the LOT or any part of it by the BUYER to any transferee of the BUYER (ii) until such time (if ever) that the SELLER is selected from the lever's properties are released. released from the lessor's covenants in any relevant TENANCY, the BUYER will obtain a covenant from its transferee in favour of the SELLER in identical form (mutatis mutandis) to this clause and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the title to the property transferred a restriction preventing the registration of any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or that the SELLER has been fully released from future liability under the covenants contained in any relevant TENANCY

### G30.4 BUYER'S FEE

The BUYER and, where applicable, the nominee appointed by qualifying tenants under the provisions of the Landlord & Tenant Act 1987 (as amended by the Housing Act 1996) shall be jointly and separately liable to pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale
Announcements printed towards the front of the
CATALOGUE. The buyer's fee is payable in respect of each LOT purchased.



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