# SDL AUCTIONS

# - GRAHAM PENNY -

# NOTTINGHAM AUCTION

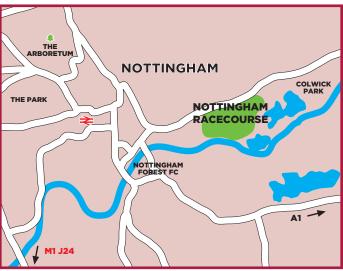
Thursday **25th October** 2018 at **11.30am**Nottingham Racecourse, Colwick Park,
Nottingham NG2 4BE

0115 958 8702

www.sdlauctions.co.uk

# **AUCTION VENUE**





# **Thursday 25th October 2018**

(Registration desk opens at 10.30am) Commencing 11.30am

Nottingham Racecourse Colwick Park, Nottingham NG2 4BE

Call the team on 0115 958 8702 for further information

# **UPCOMING AUCTIONS**

SDL	AUCTIONS	
— NOR	TH WEST —	

North West auction: Tuesday 30th October 2018

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



**Cheshire & North Wales auction: Tuesday 30th October 2018** 

— CHESHIRE & — NORTH WALES Venue: Chester Racecourse, New Crane Street, Chester CH1 2LY

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**Derby auction: Thursday 1st November 2018** 

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

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Leicester auction: Thursday 29th November 2018

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

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— BIGWOOD —

Birmingham auction: Wednesday 12th December 2018

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

# **MESSAGE FROM THE AUCTIONEER**

# **Andrew Parker**

Managing Director & Auctioneer at SDL Auctions Graham Penny





# Welcome to our Nottingham auction catalogue

It's time for another busy auction at Nottingham Racecourse and we have another varied catalogue filled with 41 lots including residential and commercial properties, land, garages and development opportunities.

Set to go under the hammer this month, we have **589** Chesterfield Road North in Pleasley (LOT 3), a two bedroomed terraced house with an additional attic room in need of upgrading and improvement. It has a \*guide price of £48,000+ (plus fees).

**196 Chesterfield Road North in Mansfield (LOT 4)**, is a bay fronted, two double bedroomed detached bungalow requiring a minor scheme of improvement with potential to extend, subject to planning consents. It has a guide price of £85,000+ (plus fees).

If you're looking for a property that is ready to move in to, **9 Brantford Avenue in Clifton (LOT 40)** could be for you. With a guide price of £90,000+ (plus fees), it is a well presented three bedroomed semi detached house within easy reach of a range of amenities.

An excellent buy to let investment opportunity is **63 Byron Road in West Bridgford (LOT 41)**. A two bedroomed gas centrally heated and double glazed end terraced property,

within walking distance of the town centre. It has a guide price of £162,000+ (plus fees).

The Cottage, 13 Station Road in Hucknall (LOT 35) is a derelict cottage situated with land and planning permission for the conversion of two self contained flats. Ideal for someone looking for a development opportunity. It comes with a guide price of £65,000+ (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 25th October then you can submit a Proxy, Telephone and Online Bidding Form - found on page 41 of this catalogue - or you can watch the auction live from our website.

We're already inviting entries to our next Nottingham auction on Thursday 6th December, so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call us on 0115 958 8702.

We have many more auction events coming up over the rest of the year across all our auction locations as well as hundreds of online auction lots on our website – www.sdlauctions.co.uk – being offered via our online auctions. Check out our back cover for all our auction dates.



# **COMMERCIAL PROPERTY MESSAGE**

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Yet again, we're pleased to offer a range of commercial property lots to our buyers at Nottingham Racecourse this month, including mixed-use properties.

**8 Market Place in Long Eaton (LOT 12)**, is a three storey retail unit with full planning permission to convert the upper floors into four apartments. An ideal investment opportunity for someone looking to add to their property portfolio. It has a guide price of £160,000+ (plus fees).

Another mixed use investment opportunity includes **243 Cavendish Road in Carlton (LOT 14)**. A vacant two storey premises formally used as a newsagent on the ground floor with residential accommodation above. It has a guide price

If you're a developer looking for a plot of land to build on, Land to the rear of **401-407 Aspley Lane in Nottingham (LOT 9)** could be for you. A small parcel of land currently occupied by ten garages. Subject to planning permission, the site may lend itself to various development uses. It comes with a guide price of £23,000+ (plus fees).

Full details on all the commercial lots in our October 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 Nottingham, give us a call on 0115 958 8702 for a free auction appraisal.

of £120,000+ (plus fees).

**Nick Trow** 

Commercial Auction Valuer at SDL Auctions Graham Penny

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

#### PROPERTY INSURANCE

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

#### **DEFINITION OF GUIDE PRICES**

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

#### **AUCTION FEES**

The purchase of any property may include associated fees not listed here. Any additional fees will be confirmed in the legal pack which can be downloaded from our website, www.sdlauctions.co.uk or to find out more about any additional fees associated with any property please call SDL Auctions on 0115 958 8702. 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

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

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

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

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

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

  Q. How can I make this offer?

  A. Offers must be made in writing or by email to nottingham@sdlauctions.co.uk. Verbal offers will not be accepted. Offers may not be acknowledged, but you will be
- Q. Can I have the property surveyed before the auction?
  A. Yes, your surveyor must contact us for access.

contacted within 7 days if your offer is accepted.

- 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 (0115 958 8702) 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:** 

DATE:

# A COFFEE WITH...

# **Tom Rawlinson**

**Auction Expert at SDL Auctions** 



I have been with SDL Auctions since it launched SDL Auction Partners early last year working with our partner agents and offering them online auctions and auction events. I have previously worked in both residential and commercial agency and now work in a great sales environment at SDL Auctions. I love the buzz of people bidding on properties and I have formed great relationships with colleagues and customers.



#### What is your business motto?

To quote one of my heroes Derek 'Del Boy' Trotter "He who dares wins!"

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

I believe SDL Auctions' best quality is that everyone is different, and they allow you to be. This is the first auction business I have worked for, however I have worked in the property industry since leaving school. To draw comparisons from previous companies we are incredibly modern and forward thinking. I also think another advantage of SDL Auctions is the size of the company, there are so many people that you can learn from.

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

As I was one of the first team members to start with SDL Auction Partners over a year ago my day to day office life has changed throughout that time. We were a new business that I feel now has resulted in an incredibly close team. We're all busy and this can be very exciting as properties are selling all the time. We all cover different parts of the country with different partner agents, but our goal is the same and that is to sell property.

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

Work hard, play hard. I have got the team at work to make sure there is enough emphasis on the working, looking at last month's sales for myself, the balance seems to be working well!

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

I just like to be myself, I am quite a loud character and what you see is what you get, but that really does help in building connections. I am lucky that I have so many connections in the East Midlands as I work with so many different estate agents and sell property for them day in day out.

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

I would have to say my Dad has inspired me the most in business. He is incredibly hard working, in and out of work. He is also very well respected and well known in the industry he works in. My aim is to replicate that for myself in auctions.

#### What is your proudest achievement in business?

It would be hard to pin point one, I am always proud when a property has sold and you get to make the call to the vendor. What I am most proud of though is to have progressed from my first experience in selling Christmas Trees to now selling property!

#### What drives and motivates you?

To be honest money really motivates me, it allows you to have a good time. Career progression and recognition also motivates me. The main thing that motivates me is the buzz of a sale. It's another one against my sales target, another happy vendor and another happy partner agent.

#### If you hadn't been an Auction Expert, what would you do instead?

I would like to have been a lead singer in a band or maybe an actor. I do think I'd make a good Rock n Roll Star!

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

It's not really a part of the day but I am at my best when I am negotiating on a deal, the adrenaline keeps me alert and sharp and I enjoy the excitement and buzz when you have secured the deal for the client.

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

Out of work I use Facebook, in work I use LinkedIn. I find them both very similar in many ways.

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

Never mind a coffee I would have a beer or two with Liam Gallagher. Then the next morning I'd have a black coffee with Dean Slack and Morgan Lee, two of my colleagues before I get back to work.

#### How do you relax outside of work?

Outside of work I like to go to the gym and walk my two dogs Ted (Jack Russell) and Doug (The Pug). I regularly go to see bands, I have seen The Rolling Stones twice this year. To finish off the working week I enjoy a few beers on a Friday.

# **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.	34 Eyres Gardens, Ilkeston	£30,000+
LOT 2.	69 Morley Street, Sutton in Ashfield, Nottingham	£45,000+
LOT 3.	589 Chesterfield Road North, Pleasley, Mansfield	£48,000+
LOT 4.	196 Chesterfield Road North, Mansfield, Nottinghamshire	£85,000+
LOT 5.	48 Westwood Road, Sneinton, Nottingham	£50,000+
LOT 6.	12 Ashfield Road, Sneinton, Nottingham	£45,000+
LOT 7.	38 Daybrook Street, Sherwood, Nottingham	£80,000+
LOT 7A.	42 Bramcote Street, Nottingham	£45,000+
LOT 7B.	19 Willow Hill Close, Bulwell, Nottingham	£50,000+
LOT 8.	14 Gibson Road, Forest Fields, Nottingham	£65,000+
LOT 9.	Land to rear of 401-407 Aspley Lane, Nottingham	£23,000+
LOT 10.	Plot 3, Land off Selston Road, Jacksdale, Nottingham	SOLD PRIOR
LOT 11.	Plot 7, Land off Selston Road, Jacksdale, Nottingham	SOLD PRIOR
LOT 12.	8 Market Place, Long Eaton, Nottingham	£160,000+
LOT 13.	123, 123a, 123b, 123c & 123d Portland Road, Hucknall, Nottingham	£140,000+
LOT 14.	243 Cavendish Road, Carlton, Nottingham	£120,000+
LOT 15.	9 Market Place, Boston, Lincolnshire	£125,000+
LOT 16.	9 Sandon Road, Meir, Stoke on Trent	£50,000+
LOT 17.	The Old Beams, Leek Road, Waterhouses, Stoke on Trent	£425,000+
LOT 18.	14 Clinton Terrace, Gainsborough, Lincolnshire	£27,000+
LOT 19.	10 Scarcliffe Terrace, Langwith, Mansfield	£81,000+
LOT 20.	14 Alexandra Terrace, Sutton in Ashfield, Nottinghamshire	£54,000+
LOT 21.	36 Church Street West, Pinxton, Nottingham	£36,000+
LOT 22.	10 Bunting Close, Kirk Hallam, Ilkeston, Derbyshire	£40,000+
LOT 23.	10 Victoria Street, Stapleford, Nottingham	£85,000+
LOT 24.	Plot 64 Land South of Pen-Y-Dre, off Rigwgarn Estate, Trebanog, Porth	£1+
LOT 25.	Plot 65 Land South of Pen-Y-Dre, off Rigwgarn Estate, Trebanog, Porth	£1+
LOT 26.	Plot 66 Land South of Pen-Y-Dre, off Rigwgarn Estate, Trebanog, Porth	£1+
LOT 27.	Plot 67 Land South of Pen-Y-Dre, off Rigwgarn Estate, Trebanog, Porth	£1+
LOT 28.	Plot 1 & 2, Cardiff Road, Treharris, Mid Glamorgan	£1,000+
LOT 29.	Plot 18 & 19, Cardiff Road, Treharris, Mid Glamorgan	£1,000+
LOT 30.	28b Bridge End Road, Grantham	£40,000+
LOT 31.	4 Willow View, Norton Street, Radford, Nottingham	£36,000+
LOT 32.	49 Castle Gardens, Lenton, Nottingham	£59,000+
LOT 33.	Flat 2, 64 Ebury Road, Nottingham	£55,000+
LOT 34.	Flat 3, 77 Forest Road West, Forest Fields, Nottingham	£90,000+
LOT 35.	The Cottage, 13 Station Road, Hucknall, Nottingham	£65,000+
LOT 36.	The Gate House, Barton Lane, Attenborough, Nottingham	£136,000+
LOT 37.	30 Regent Street, Nottingham	£390,000+
LOT 38.	20A Alexandra Street, Nottingham	£250,000+
LOT 39.	99 Stockhill Lane, Nottingham	£72,000+
LOT 40.	9 Brantford Avenue, Clifton, Nottingham	£90,000+
LOT 41.	63 Byron Road, West Bridgford, Nottingham	£162,000+

# **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



www.sdlauctions.co.uk



- 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.

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# A GUIDE TO ADDITIONAL FEES

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

# **BUYERS ADMINISTRATION FEE**

All buyers will be required to pay a Buyers Administration Fee of £1074 inc VAT (unless otherwise stated in the important notices or where a reservation fee is applicable) payable on each lot purchased whether purchasing prior, during or after the auction.

# ADDITIONAL FEES, COSTS AND CHARGES

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

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

# FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please contact the team on 0115 958 8702 or email at nottingham@sdlauctions.co.uk

#### 34 EYRES GARDENS, ILKESTON DE7 8JE

#### TRADITIONAL TWO BEDROOMED END TERRACED HOUSE

#### PROPERTY DESCRIPTION:

Situated within a popular residential location and in easy reach of Ilkeston town centre which offers a wide range of amenities and convenient for access to Derby and Nottingham. The property requires full upgrading, modernisation and improvement.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Lounge, Sitting Room, Kitchen First Floor: Passaged Landing, Two Bedrooms, Bathroom Outside: Rear Garden, Outhouse

#### **ENERGY EFFICIENCY RATING:** F

TENURE: Freehold

#### **VACANT POSSESSION UPON COMPLETION**

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



#### \*GUIDE PRICE £30,000+ (plus fees)

#### LOT 2

#### 69 MORLEY STREET, SUTTON IN ASHFIELD, NOTTINGHAM NG17 4EE

#### THREE BEDROOMED TERRACED HOUSE, SITUATED WITHIN EASY REACH OF SUTTON TOWN CENTRE

#### PROPERTY DESCRIPTION:

The property requires upgrading, modernisation and improvement, however benefits from gas central heating, upvc double glazing where specified and potentially could be let at £425 per calendar month, which equates to £5100 per annum (subject to the necessary energy performance improvements).

#### ACCOMMODATION:

Ground Floor: Lounge, Sitting Room, Kitchen, Bathroom First Floor: Landing, Two Bedrooms Second Floor: Bedroom Outside: Rear Garden

#### **ENERGY EFFICIENCY RATING:** F

TENURE: Freehold

#### **VACANT POSSESSION UPON COMPLETION**

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

#### \*GUIDE PRICE £45,000+ (plus fees)

## LOT 3

#### 589 CHESTERFIELD ROAD NORTH, PLEASLEY, MANSFIELD NG19 7SS

#### TRADITIONAL TWO BEDROOMED TERRACED HOUSE WITH ADDITIONAL ATTIC ROOM

#### PROPERTY DESCRIPTION:

Benefiting from gas central heating and upvc double glazing, however requires modernisation, upgrading and improvement. The property is well located, within easy reach of Mansfield town centre, whilst having good transport links to the M1 motorway and close to a wide range of local amenities.

#### ACCOMMODATION:

Ground Floor: Lounge, Sitting Room, Kitchen First Floor: Landing, Two Bedrooms, Bathroom Second Floor: Attic Room Outside: Rear Garden

#### **ENERGY EFFICIENCY RATING:** F

TENURE: Freehold

#### VACANT POSSESSION UPON COMPLETION

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

#### \*GUIDE PRICE £48,000+ (plus fees)



# 196 CHESTERFIELD ROAD NORTH, MANSFIELD, NOTTINGHAMSHIRE

BAY FRONTED TWO DOUBLE BEDROOMED DETACHED BUNGALOW REQUIRING A MINOR SCHEME OF IMPROVEMENT WITH POTENTIAL TO **EXTEND, SUBJECT TO PLANNING CONSENTS** 

#### PROPERTY DESCRIPTION:

Set back from the road on a deep plot is a bay fronted two double bedroomed traditionally built detached bungalow requiring a minor scheme of improvement and upgrading. The property is situated in an established residential location, close to local amenities, with superb road network connections. There is potential for an extension, subject to the usual planning consents. Excellent investment opportunity.

#### ACCOMMODATION:

Ground Floor: Side Entrance Porch, L-Shaped Hallway, Lounge, Kitchen Diner, Two Bedrooms, Bathroom Outside: Front Garden, Parking, Rear Garden

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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#### 48 WESTWOOD ROAD, SNEINTON, NOTTINGHAM NG2 4FS

#### THREE BEDROOMED TERRACED HOUSE REQUIRING A SCHEME OF **MODERNISATION**

#### PROPERTY DESCRIPTION:

Situated within this popular residential location of Sneinton, in easy reach of a wide range of local amenities and close to Nottingham city centre. The property is in need of upgrading, modernisation and improvement.

#### ACCOMMODATION:

Ground Floor: Lounge, Sitting Room, Kitchen First Floor: Landing, Two Bedrooms, Bathroom Second Floor: Attic Bedroom Three Outside: Enclosed Rear Garden

#### **ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

#### **VACANT POSSESSION UPON COMPLETION**

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

#### \*GUIDE PRICE £50,000+ (plus fees)



#### LOT 6

#### 12 ASHFIELD ROAD, SNEINTON, NOTTINGHAM NG2 4LS

#### TWO BEDROOMED TERRACED HOUSE WITHIN THE HEART OF SNEINTON

#### PROPERTY DESCRIPTION:

Situated in a popular residential location, which offers a wide range of local amenities, whilst benefiting from being within reach of Nottingham city centre. The property has gas central heating, however is in need of upgrading and improvement. There are some signs of structural movement to the rear of the

#### ACCOMMODATION:

Ground Floor: Passaged Hallway, Lounge, Sitting Room, Kitchen First Floor: Landing, Two Bedrooms, Bathroom Outside: Rear Garden

#### **ENERGY EFFICIENCY RATING:** F

TENURE: Freehold

#### **VACANT POSSESSION UPON COMPLETION**

**VIEWING:** 

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

# \*GUIDE PRICE £45,000+ (plus fees)



#### LOT 7

#### 38 DAYBROOK STREET, SHERWOOD, NOTTINGHAM NG5 2HD

#### THREE BEDROOMED VICTORIAN TERRACED IN NEED OF FULL MODERNISATION AND IMPROVEMENT

#### PROPERTY DESCRIPTION:

Situated within this highly regarded residential street, a short walk away from the vibrant centre of Sherwood, which offers an excellent range of amenities and superb transport links. The property requires upgrading, modernisation and improvement.

#### ACCOMMODATION:

Ground Floor: Passaged Entrance Hallway, Lounge, Sitting Room, Kitchen, Cellar Access First Floor: Landing, Two Bedrooms, Bathroom Second Floor: Bedroom Three Outside: Rear Garden

#### **ENERGY EFFICIENCY RATING: G**

**TENURE:** Freehold

#### VACANT POSSESSION UPON COMPLETION

#### VIEWING:

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

#### \*GUIDE PRICE £80,000+ (plus fees)



# LOT 7A

#### **42 BRAMCOTE STREET, NOTTINGHAM NG7 3EX**

#### TWO DOUBLE BEDROOMED TERRACED PROPERTY WITH GAS CENTRAL HEATING AND DOUBLE GLAZING

#### PROPERTY DESCRIPTION:

Situated within easy reach of Nottingham city centre, whilst local amenties are nearby. The property is in reasonable order, requiring minor upgrading and improvement, benefiting from gas central heating and upvc double glazing.

#### **ACCOMMODATION:**

Ground Floor: Lounge, Sitting Room, Inner Lobby, Kitchen, Bathroom, Wc First Floor: Landing, Two Bedrooms Outside: Rear Yard

#### ENERGY EFFICIENCY RATING: E

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

#### VIEWING:

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

#### \*GUIDE PRICE £45,000+ (plus fees)



# LOT 7B

# 19 WILLOW HILL CLOSE, BULWELL, NOTTINGHAM NG6 8DH

#### A FOUR BEDROOMED END TERRACE PROPERTY

#### PROPERTY DESCRIPTION:

The property is in need of upgrading and modernisation however, benefits from gas central heating and upvc double glazing. Situated close to the centre of Bulwell which boasts a wide range of amenities and transport links including bus routes and tram routes into the city centre.

#### ACCOMMODATION:

Ground Floor: Lounge, Kitchen, Wc First Floor: Four Bedrooms, Bathroom Outside: Front Garden, Rear Garden

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

#### VIEWING

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#### \*GUIDE PRICE £50,000+ (plus fees)



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#### 14 GIBSON ROAD, FOREST FIELDS, NOTTINGHAM NG7 6PT

#### TWO BEDROOMED TERRACED HOUSE REQUIRING IMPROVEMENT

#### PROPERTY DESCRIPTION:

Situated within the heart of the Forest Fields area which offers a wide range of amenities and easy access to Nottingham city centre. The property requires upgrading and improvement, however benefits from gas central heating and upvc double glazing.

#### ACCOMMODATION:

Ground Floor: Lounge, Sitting Room, Kitchen First Floor: Landing, Two Bedrooms, Shower Room

Outside: 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 £65,000+ (plus fees)



# LOT 9

# LAND TO REAR OF 401-407 ASPLEY LANE, NOTTINGHAM NG8 5RR

#### A SMALL PARCEL OF LAND CURRENTLY OCCUPIED BY TEN GARAGES

#### **DESCRIPTION:**

The site may lend itself to various uses, subject to obtaining the necessary planning permissions. The land previously had planning permission granted by Nottingham City Council for a single storey office building. However, this lapsed in July 2018. The vendor has made some inquiries to use the site for residential use including a scheme of seven apartments, a feasibility study by the owner will be available in the legal pack. All planning inquiries should be made to Nottingham City Council.

The land is situated in an established commercial/residential location well served by a wealth of amenities including good commuter routes.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

Direct on site.





#### \*GUIDE PRICE £23,000+ (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.

# PLOT 3, LAND OFF SELSTON ROAD, JACKSDALE, NOTTINGHAM

#### A PARCEL OF LAND BELIEVED TO MEASURE CIRCA 0.66 ACRES

#### **DESCRIPTION:**

The plot would suitable for a variety of uses, subject to obtaining the necessary planning consents. The plot forms part of a larger site situated off Selston Road. Situated close to the village of Jacksdale which provides a good range of local shopping facilities with more comprehensive services at Selston. The area is well served by transport links with the A38 lying to the north and the M1 to the east leading south towards Nottingham.

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING: Direct on site.

\*GUIDE PRICE £1,000+ (plus fees)



# **LOT 11**

# PLOT 7, LAND OFF SELSTON ROAD, JACKSDALE, NOTTINGHAM

FREEHOLD PARCEL OF LAND FORMING PART OF A LARGER SITE OF **APPROXIMATELY 0.66 ACRES** 

#### **DESCRIPTION:**

The plot would suitable for a variety of uses, subject to obtaining the necessary planning consents. The plot forms part of a larger site situated off Selston Road. Situated close to the village of Jacksdale which provides a good range of local shopping facilities with more comprehensive services at Selston. The area is well served by transport links with the A38 lying to the north and the M1 to the east leading south towards Nottingham.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

Direct on site.

\*GUIDE PRICE £1,000+ (plus fees)



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#### 8 MARKET PLACE, LONG EATON, NOTTINGHAM NG10 1LS

#### THREE STOREY RETAIL UNIT WITH FULL PLANNING PERMISSION TO CONVERT THE **UPPER TWO FLOORS INTO FOUR APARTMENTS**

#### PROPERTY DESCRIPTION:

Situated within the heart of the thriving Long Eaton town centre which offers an excellent range of amenities, ideally situated close to the A52 and M1 and having easy access to Derby and Nottingham. The property has full Planning Permission to convert the two upper floors into 3 x 1 bedroom apartments and 1 x 2 bedroomed apartment. We are led to believe that the property may generate a gross annual income circa £39,000 gross when fully let.

Planning permission was granted by Erewash Borough Council in September 2018 under Reference: ERE/0718/0055 for change of use of the 2nd and 3rd floors from storage space above an existing retail unit to residential apartments (class C3 usage) and external alterations. We have been informed by the vendor that two flats have been planned on permitted development and two via the normal planning route.

#### ACCOMMODATION:

Ground Floor: Downstairs Retail Unit, Rear Store Room First Floor: Landing, Open Plan Room, Further Room, Separate Wc

Third Floor: Not inspected

**ENERGY EFFICIENCY RATING:** C

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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

\*GUIDE PRICE £160,000+ (plus fees)



# **LOT 13**

#### 123, 123A, 123B, 123C & 123D PORTLAND ROAD, HUCKNALL, **NOTTINGHAM NG15 7SF**

#### A THREE STOREY MIXED USED PROPERTY

#### PROPERTY DESCRIPTION:

The property comprises a ground floor retail unit and four/five self contained flats/studios to the first and second floors. We have been informed that the retail unit is currently vacant and all the flats are currently let achieving circa £22,440 per annum (please see legal pack). We believe the retail until has previously been let at £4,800 per annum (£400pcm). The property is situated on a prominent corner position along Portland Road which provides main access into the centre of Hucknall.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to

Ground Floor Retail Unit. Two Bedroomed Flat. Three One Bedroomed Flats, Studio Room

ENERGY EFFICIENCY RATING: G, E, C, D & D

TENURE: Freehold

PART LET/PART VACANT

VIFWING.

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# \*GUIDE PRICE £140,000+ (plus fees)

#### 243 CAVENDISH ROAD, CARLTON, NOTTINGHAM NG4 3SA

#### RETAIL UNIT WITH RESIDENTIAL ACCOMMODATION ABOVE

#### PROPERTY DESCRIPTION:

The building requires refurbishment and modernisation throughout, with the potential for a variety of different uses subject to obtaining the necessary planning consents. The building has gas central heating and double glazed windows throughout. The building would suit conversion back to residential with the potential to create a four bedroomed detached home in a popular residential location, subject to the relevant planning permission. The property has also been considered previously for the conversion into two flats.

#### ACCOMMODATION:

Ground Floor: Retail Area, Two Stores, Kitchen First Floor: Four Bedrooms, Bathroom Outside: Two Parking Spaces, Rear Garden

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** 

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

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#### 9 MARKET PLACE, BOSTON, LINCOLNSHIRE PE21 6EH

#### A THREE STOREY COMMERCIAL PROPERTY APPROXIMATELY 2,049 SQ FT

#### PROPERTY DESCRIPTION:

Potential for conversion of uppers floors into residential, subject to obtaining the relevant planning consents. Situated within a prime location in the market place of the town of Boston. Neighbouring properties are occupied by Boots PLC, Natwest and M&S. The town is located approximately 37 miles north east of Peterborough and 35 miles South East of Lincoln.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: Ground Floor: Shop Floor First Floor: Retail Space, Wc Second Floor: Ancillary Store

#### **ENERGY EFFICIENCY RATING:** C

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

\*GUIDE PRICE £125,000+ (plus fees)



# **LOT 16**

#### 9 SANDON ROAD, MEIR, STOKE ON TRENT ST3 7DT

#### A MIXED USE PROPERTY CURRENTLY LET AT £5,500 PER ANNUM

#### PROPERTY DESCRIPTION:

A ground floor retail unit with ancillary accommodation to the first floor. The property is situated on an established shopping parade in a predominantly residential area. We have been informed that the property is currently let at £5,500 per annum on a 10 year lease from 2011, with a rent review every 5 years.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: Ground Floor: Retail Unit First Floor: Ancillary Accommodation

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

SUBJECT TO TENANCY

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

\*GUIDE PRICE £50,000+ (plus fees)



**eNegotiator** 



# WE'RE DELIGHTED TO BE DOUBLE SHORTLISTED IN THE 2018 NEGOTIATOR AWARDS

Residential Auction Service of the Year & Supplier of the Year - Products and Services (Marketing)

# THE OLD BEAMS, LEEK ROAD, WATERHOUSES, STOKE ON TRENT



#### A SUBSTANTIAL EIGHT BEDROOMED DETACHED PERIOD PROPERTY

#### PROPERTY DESCRIPTION:

A unique and rare opportunity to acquire a very imposing and attractive eight bedroom detached Grade II listed period property with original oak beamed ceilings and open double-sided fireplaces. Located on the southern edge of the Peak District, by the Manifold Track, within the historic village of Waterhouses. There is easy access to M1 and M6 with amenities, pubs and schools nearby. The property also benefits from oil fired central heating. Car parking to the front of the property with access for extensive parking for several vehicles. This area has potential to lend itself to redevelopment, subject to the appropriate planning consents required.

#### ACCOMMODATION:

Ground Floor: Entrance Reception Hallway, Main Lounge/Diner, Breakfast Kitchen, Conservatory Room, Bedroom, Shower Room Further Annexe: Lounge, Kitchen/Utility, Bedroom, Shower Room First Floor: Landing, Three Bedrooms with En-Suites, Spacious

Landing/Office Area Second Floor: Two Bedrooms, Bathroom Separate Further Annexe (not inspected) Outside: Car Parking, Front Garden, Rear Garden, Double Garage, **Boiler Room** 

**ENERGY EFFICIENCY RATING: TBC** 

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** 

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







#### 14 CLINTON TERRACE, GAINSBOROUGH, LINCOLNSHIRE DN21 1JL

# A POTENTIAL INVESTMENT OPPORTUNITY TO ACQUIRE A TWO BEDROOMED MID-TERRACED PROPERTY

#### PROPERTY DESCRIPTION:

The property is situated in an established location on the north side of Clinton Terrace with local shops within easy reach and the extensive facilities of Gainsborough being accessible directly to the north.

#### **ACCOMMODATION:**

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

Ground Floor: Lounge, Kitchen First Floor: Bedroom One, Bathroom Second Floor: Bedroom Two Outside: Yard to Rear

#### ENERGY EFFICIENCY RATING: E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

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

#### \*GUIDE PRICE £27,000+ (plus fees)



# **LOT 19**

#### 10 SCARCLIFFE TERRACE, LANGWITH, MANSFIELD NG20 9HH

#### THREE BEDROOMED SEMI DETACHED HOUSE

#### PROPERTY DESCRIPTION:

Benefiting from gas cental heating and double glazing. With an ensuite to master bedroom, downstairs cloakroom and a single garage with off street parking. The property is conveniently situated within easy reach of local amenities and convenient for access to the M1 motorway and road networks.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hall, Cloakroom, Lounge, Kitchen/Diner First Floor: Landing, Bedroom One, En-Suite, Two Bedrooms, Family Bathroom

Outside: Front Garden, Driveway, Single Garage, Rear Garden

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

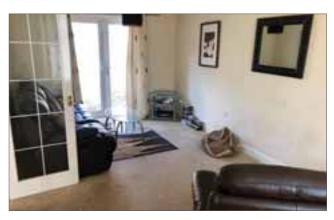
**TENURE:** Freehold

#### **VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

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

The buyers fee for this lot is £954 inc VAT



#### \*GUIDE PRICE £81,000+ (plus fees)

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# 14 ALEXANDRA TERRACE, SUTTON IN ASHFIELD, NOTTINGHAMSHIRE

TWO BEDROOMED END TERRACED HOUSE WITH GAS CENTRAL HEATING AND DOUBLE GLAZING HAVING **UNDERGONE A SCHEME OF IMPROVEMENTS** 

#### PROPERTY DESCRIPTION:

Situated with good access to local shops and all local amenities. Benefiting from upvc double glazed windows and full gas central heating. The property has undergone a scheme of improvements including full rewiring in 2008, NICEIC Certificate completed in March 2018, new boiler installed in December 2015 guaranteed until November 2022 and electric smoke detectors on both floors.

#### ACCOMMODATION:

Ground Floor: Lounge, Small Lobby Area, Dining Room, Kitchen First Floor: Landing. Two Bedrooms, Bathroom Outside: Rear Yard

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

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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

#### \*GUIDE PRICE £54,000+ (plus fees)



# **LOT 21**

# 36 CHURCH STREET WEST, PINXTON, NOTTINGHAM NG16 6NB

#### THREE BEDROOMED TERRACED HOUSE REQUIRING IMPROVEMENT

#### PROPERTY DESCRIPTION:

Benefiting from gas cental heating and double glazing. Situated within this popular residential within easy reach of local amenities, A38, and Junction 28 of the M1 motorway.

#### ACCOMMODATION:

Ground Floor: Lounge/Diner, Kitchen, Bathroom First Floor: Passaged Landing, Three Bedrooms Outside: Small Rear Garden

ENERGY EFFICIENCY RATING: E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIFWING:

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

#### \*GUIDE PRICE £36,000+ (plus fees)



# **LOT 22**

#### 10 BUNTING CLOSE, KIRK HALLAM, ILKESTON, DERBYSHIRE DE7 4JE

#### TWO DOUBLE BEDROOMED GROUND FLOOR FLAT

#### PROPERTY DESCRIPTION:

Requiring upgrading and improvement is a well proportioned two double bedroomed ground floor flat situated in an established residential

#### ACCOMMODATION:

Ground Floor: Entrance Hall, Lounge, Kitchen, Inner Hall, Two Bedrooms, **Bathroom** 

Outside: Outhouse Communal Areas

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Leasehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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

#### \*GUIDE PRICE £40,000+ (plus fees)



#### 10 VICTORIA STREET, STAPLEFORD, NOTTINGHAM NG9 7AP

#### A TWO DOUBLE BEDROOMED END TERRACED PROPERTY

#### PROPERTY DESCRIPTION:

Benefiting from gas central heating and upvc double glazing. The property is in good condition throughout and we believe had been previously let at £500 per calendar month. Situated within easy reach of a wide range of shops and amenities in Stapleford.

#### **ACCOMMODATION:**

Ground Floor: Lounge, Dining Room, Kitchen, Bathroom

First Floor: Two Bedrooms Outside: Rear Garden

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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





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

# **LOT 24**

#### PLOT 64 LAND SOUTH OF PEN-Y-DRE, OFF RIGWGARN ESTATE, TREBANOG, PORTH CF39 9DJ

#### A PARCEL OF LAND FORMING PART OF A MUCH LARGER SITE

#### DESCRIPTION:

A parcel of land forming part of a much larger site. The land may be suitable for a variety of different uses, subject to obtaining the relevant planning consents. We have been informed that there are no overage restrictions on the land. We believe the plot will have access by foot over the rights of way, please see legal pack. Buyers should make their own further enquiries regarding obtaining any necessary planning consents and access.

**TENURE:** Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

#### \*GUIDE PRICE £1+ (plus fees)





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#### PLOT 65 LAND SOUTH OF PEN-Y-DRE, OFF RIGWGARN ESTATE, TREBANOG, PORTH CF39 9DJ

#### A PARCEL OF LAND FORMING PART OF A MUCH LARGER SITE

#### **DESCRIPTION:**

The land may be suitable for a variety of different uses, subject to obtaining the relevant planning consents. We have been informed that there are no overage restrictions on the land. We believe the plot will have access by foot over the rights of way, please see legal pack. Buyers should make their own further enquiries regarding obtaining any necessary planning consents and access.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: Direct on site.

\*GUIDE PRICE £1+ (plus fees)



**LOT 26** 

#### PLOT 66 LAND SOUTH OF PEN-Y-DRE, OFF RIGWGARN ESTATE, TREBANOG, PORTH CF39 9DJ

#### A PARCEL OF LAND FORMING PART OF A MUCH LARGER SITE

#### DESCRIPTION:

A parcel of land forming part of a much larger site. The land may be suitable for a variety of different uses, subject to obtaining the relevant planning consents. We have been informed that there are no overage restrictions on the land. We believe the plot will have access by foot over the rights of way, please see legal pack. Buyers should make their own further enquiries regarding obtaining any necessary planning consents and access.

**TENURE:** Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: Direct on site

\*GUIDE PRICE £1+ (plus fees)



**LOT 27** 

#### PLOT 67 LAND SOUTH OF PEN-Y-DRE, OFF RIGWGARN ESTATE, TREBANOG, PORTH CF39 9DJ

#### A PARCEL OF LAND FORMING PART OF A MUCH LARGER SITE

#### **DESCRIPTION:**

A parcel of land forming part of a much larger site. The land may be suitable for a variety of different uses, subject to obtaining the relevant planning consents. We have been informed that there are no overage restrictions on the land. We believe the plot will have access by foot over the rights of way, please see legal pack. Buyers should make their own further enquiries regarding obtaining any necessary planning consents and access.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING: Direct on site.

\*GUIDE PRICE £1+ (plus fees)



#### PLOT 1 & 2, CARDIFF ROAD, TREHARRIS, MID GLAMORGAN CF46 5EY

TWO PLOTS OF LAND OFFERED FOR SALE AS ONE LOT. THE PLOTS ARE **ACCESSED VIA A RIGHT OF WAY OFF CARDIFF ROAD** 

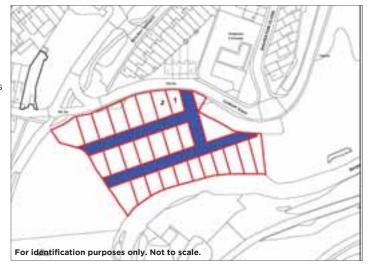
#### **DESCRIPTION:**

The land offers a great, affordable medium to long term investment and may have future potential for development, subject to planning consents. The vendors have suggested development to create a pair of semi detached dwellings. Purchasers are deemed to rely on their own enquiries in regard to development requirements to the local authority.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING: Direct on site



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

**LOT 29** 

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

TWO PLOTS OF LAND OFFERED FOR SALE AS ONE LOT. THE PLOTS ARE **ACCESSED VIA A RIGHT OF WAY OFF CARDIFF ROAD** 

#### **DESCRIPTION:**

The land offers a great, affordable medium to long term investment and may have future potential for development, subject to planning consents. The vendors have suggested development to create a pair of semi detached dwellings. Purchasers are deemed to rely on their own enquiries in regard to development requirements to the local authority.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

Direct on site

# or identification purposes only. Not to scale

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

**LOT 30** 

#### 28B BRIDGE END ROAD, GRANTHAM NG31 6JH

#### A RECENTLY REFURBISHED ONE BEDROOMED FIRST FLOOR APARTMENT

#### PROPERTY DESCRIPTION:

Benefiting from gas central heating believed to be fitted in 2017. The property is situated within a popular area within walking distance of a wide range of amenities including Grantham train station which offers a direct link to London Kings Cross. Direct access to the A52.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: Ground Floor: Communal Hall

First Floor: Inner Hall, Lounge, Kitchen, Bedroom, Shower Room

#### **ENERGY EFFICIENCY RATING: C**

TENURE: Leasehold. We believe there is 100 years remaining on the lease.

#### **VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

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

#### \*GUIDE PRICE £40,000+ (plus fees)



#### 4 WILLOW VIEW, NORTON STREET, RADFORD, NOTTINGHAM NG7 3QE

#### TWO BEDROOMED FLAT CLOSE TO NOTTINGHAM CITY CENTRE

#### PROPERTY DESCRIPTION:

The property is in good condition internally, close to Nottingham city centre and all its amenities. We have been informed the property is currently let at £550 per calendar month.

#### ACCOMMODATION:

Ground Floor: Entrance

Flat: Hallway, Two Bedrooms, Living Room, Kitchen, Bathroom, Wc, Storage Room

#### **ENERGY EFFICIENCY RATING:** C

TENURE: Leasehold. We have been informed there are 116 years left on the lease with a service charge of £2,000 per annum.

#### SUBJECT TO TENANCY

#### VIEWING:

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

#### \*GUIDE PRICE £36,000+ (plus fees)



# **LOT 32**

# 49 CASTLE GARDENS, LENTON, NOTTINGHAM NG7 1HH

#### ONE BEDROOMED GROUND FLOOR STUDIO APARTMENT

#### PROPERTY DESCRIPTION:

Benefiting from separate kitchen, gas central heating, secluded balcony and allocated parking. The property is close to local amenities and walking distance from the city.

#### ACCOMMODATION:

Ground Floor: Lounge/Bedroom, Kitchen, Bathroom, Balcony

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

TENURE: Leasehold. We believe the lease is 100 years from Jan 1984.

#### **VACANT POSSESSION UPON COMPLETION**

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





\*GUIDE PRICE £59,000+ (plus fees)



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# FLAT 2, 64 EBURY ROAD, NOTTINGHAM NG5 1BB

#### A TWO BEDROOMED FIRST FLOOR FLAT CURRENTLY TENANTED BELIEVED TO BE ACHIEVING £550 PER **CALENDAR MONTH**

#### PROPERTY DESCRIPTION:

We have been informed that the property has been recently refurbished throughout. Situated within close proximity of Nottingham city centre with a range of public transport links available.

The auctioneers have not inspected the property but believe it to comprise: First Floor: Lounge, Kitchen, Two Bedrooms, Bathroom

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Leasehold SUBJECT TO TENANCY

VIEWING:

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

#### \*GUIDE PRICE £55,000+ (plus fees)



# **LOT 34**

#### FLAT 3, 77 FOREST ROAD WEST, FOREST FIELDS, NOTTINGHAM NG7 4ER

#### SPACIOUS FLAT SPLIT INTO THREE INDIVIDUAL LETTING ROOMS WITH GAS CENTRAL HEATING AND DOUBLE GLAZING

#### PROPERTY DESCRIPTION:

Ideal investment opportunity within the popular Arboretum district of Nottingham, being well served by the Nottingham tram system and offering a wealth of amenities, whist having easy access to Nottingham Trent university and Nottingham city centre. The spacious gas centrally heated and double glazed flat is split into three individual lettable rooms producing a rent, we believe, circa £11,000 per annum when fully let (one is currently vacant, the other two are let at £325 pcm and £320 pcm respectively).

#### **ACCOMMODATION:**

Ground Floor: Staircase

First Floor: Communal Bathroom, Separate Wc, Communal Kitchen

Second Floor: Landing, Three Lettable Rooms

**TENURE:** Leasehold SUBJECT TO TENANCY

VIEWING:

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

# **ENERGY EFFICIENCY RATING: TBC**

#### \*GUIDE PRICE £90,000+ (plus fees)



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#### THE COTTAGE, 13 STATION ROAD, HUCKNALL, NOTTINGHAM NG15 7UD

#### A DERELICT COTTAGE WITH PLANNING PERMISSION FOR CONVERSION INTO TWO SELF CONTAINED RESIDENTIAL UNITS

#### PROPERTY DESCRIPTION:

We believe the property currently comprises a workshop and two stores to the ground floor and further storage to the first floor.

Planning Details: Planning permission was previously granted by Ashfield District Council in July 2013 under planning reference: V/2013/0284. We have been informed by the vendor that some works have been started.

The property is situated within the heart of Hucknall town centre which offers a diverse range of amenities including shops, cafes, restaurants, sports and leisure facilities, Tesco superstore and with easy access to Nottingham city centre by tram, train or bus. Convenient for major road links to the M1 motorway within close proximity. Superb development opportunity.

**ENERGY EFFICIENCY RATING: TBC** 

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWING:** Direct on site.



#### \*GUIDE PRICE £65,000+ (plus fees)

# **LOT 36**

#### THE GATE HOUSE, BARTON LANE, ATTENBOROUGH, NOTTINGHAM NG9 6DY

#### A DERELICT FORMER GATE HOUSE AND GROUNDS WITH FULL PLANNING CONSENT FOR A CONTEMPORARY ECO HOME

#### PROPERTY DESCRIPTION:

With stunning views across Attenborough Nature reserve. The former 100 year old railway building stands alone within in a large plot and requires demolition to make way for a three bedroomed detached Eco Home. The property is unique and contemporary in design with entrance hall leading to large open plan kitchen/living/dining area with glazed doors leading to a large patio area. There are three large double bedrooms to the first floor all en-suite, with separate dressing room to the master bedroom. All bedrooms have south facing balconies overlooking Attenborough Nature Reserve.

The planning application and drawings can be viewed at Broxtowe Borough Council planning department, Planning ref: 17/00477/Ful

#### ACCOMMODATION:

If built in accordance to the existing planning permission the accommodation would comprise:

Ground Floor: Entrance Hallway, Utility Room, Open Plan Kitchen/Dining/Lounge/Breakfast Space

First Floor: Three Bedrooms with En-suites and balconies

Outside: Front Garden, Car Port, Rear Garden

**ENERGY EFFICIENCY RATING: G** 

**TENURE:** Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING: Direct on site.

#### \*GUIDE PRICE £136,000+ (plus fees)





#### **30 REGENT STREET, NOTTINGHAM NG1 5BT**



A SUBSTANTIAL AND WELL PRESENTED SIX BEDROOMED DETACHED PROPERTY WITH ADDITIONAL ONE BEDROOMED SELF CONTAINED APARTMENT TO THE LOWER GROUND FLOOR

#### PROPERTY DESCRIPTION:

The accommodation is arranged over four floors with the apartment also accessible from the main house if required. Having been recently renovated throughout to a high standard the property benefits from modern decor incorporating original features such as iron fireplaces and bay windows with shutters.

The property is being sold with an existing assured shorthold tenancy agreement until February 2019. However, we have been informed that the tenants are hoping to vacate by the end of November. Please see legal pack.

Situated just a few minutes walk from Nottingham city centre, close to The Park and Nottingham Playhouse.

The property had previously been used as a doctors surgery, therefore we believe has potential to be converted back to commercial use, subject to obtaining the relevant planning permissions.





#### \*GUIDE PRICE £390,000+ (plus fees)









#### **ACCOMMODATION:**

Lower Ground Floor Apartment: Entrance Hallway, Kitchen/Dining Room, Lounge Area, Bedroom, Shower Room Ground Floor: Large Entrance Hallway, Cloakroom/w.c, Kitchen/Dining Room, Lounge Area, Reception Room First Floor: Three Bedrooms, Study, Bathroom Second Floor: Three Bedrooms, Bathroom Outside: Driveway, Front Garden

#### **ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

#### **SUBJECT TO TENANCY**

#### **VIEWING:**

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





#### **LOT 38**

#### **20A ALEXANDRA STREET, NOTTINGHAM NG5 1AY**

DECEPTIVELY SPACIOUS THREE BEDROOMED DETACHED BUNGALOW **REQUIRING MODERNISATION WITH POTENTIAL DEVELOPMENT** OPPORTUNITIES, SUBJECT TO PLANNING PERMISSION

#### PROPERTY DESCRIPTION:

Situated within this popular residential location, convenient for a wide range of local amenities and having easy access to Nottingham city centre. The property is in need of upgrading and improvement, however internal inspection is strongly advised to fully appreciate the extensive living accommodation and substantial rear garden plot which backs onto Hamilton Road which could lend itself to a wide range of development possibilities, subject to any appropriate planning consents required. The property benefits from gas central heating and double glazing.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Shower Room, Lounge, L Shaped Dining Room, Breakfast Kitchen, Further Walk-in Store, Passaged Inner Hallway, Three Bedrooms, Bathroom Outside: Driveway, Single Garage, Rear Garden

**ENERGY EFFICIENCY RATING: C** 

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

VIEWING:

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

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





# **LOT 39**

#### 99 STOCKHILL LANE, NOTTINGHAM NG6 OLP

THREE BEDROOMED SEMI DETACHED PROPERTY IN NEED OF SOME **UPGRADING, CONVENIENT FOR ACCESS TO NOTTINGHAM CITY** CENTRE

#### PROPERTY DESCRIPTION:

In an ideal location, just off the A610, which has convenient access to the local bus service into Nottingham city centre and access to the M1 motorway. Nottingham city centre offers a wide range of amenities, shops and schools. The property is in need of some upgrading and cosmetic works.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Cloakroom, Lounge, Dining

Room/Kitchen

First Floor: Landing, Three Bedrooms, Bathroom

Outside: Driveway, 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 £72,000+ (plus fees)

#### 9 BRANTFORD AVENUE, CLIFTON, NOTTINGHAM NG11 8LR

#### WELL PRESENTED THREE DOUBLE BEDROOMED SEMI DETACHED HOUSE

#### PROPERTY DESCRIPTION:

Situated within this pleasant residential location on the edge of the estate. The property is within easy reach of a wide range of amenities, excellent transport links and a short walk away from the tram station.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Wc, Lounge, Conservatory, Kitchen

First Floor: Landing, Three Bedrooms, Bathroom

Outside: Front Garden, 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 £90,000+ (plus fees)

# **LOT 41**

#### 63 BYRON ROAD, WEST BRIDGFORD, NOTTINGHAM NG2 6DY

TWO BEDROOMED GAS CENTRALLY HEATED AND DOUBLE GLAZED END TERRACED PROPERTY BENEFITING FROM TWO RECEPTION ROOMS

Located in the sought after location of Byron Road, which is within walking distance of the centre of West Bridgford, close to all the coffee bars, restaurants and shops on Central Avenue.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Entrance Hall, Lounge, Dining Room, Kitchen First Floor: Two Bedrooms, Bathroom, Outside: Forecourt, Rear Garden

**ENERGY EFFICIENCY RATING:** D

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

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

\*GUIDE PRICE £162,000+ (plus fees)





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Please see overleaf for Payment Details

Email:

**PAYMENT DETAILS** I enclose a Bank/Building Society Draft or debit card details for the 10% deposit (subject to a minimum of £5,000) plus the Buyers Administration Fee of £1074 inc VAT (unless otherwise stated in the Important Notices) I attach Bank Draft/Building Society Draft for: £ In words: **Card Number:** Valid from: **Expires End:** CSC: Name (as it appears on card): NOTE: Any drafts and/or debit card details supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid. TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING Anyone not able to attend the Auction to make their own bidding so that the maximum authorised bid actually falls to the written bids may utilise the facilities available for telephone, bidder. SDL Auctions reserve the right not to bid on behalf of the internet or written bids on the following Terms and telephone/written/ internet Bidders in the event of any error, doubt, Conditions. omission, uncertainty as to their bid, or for any reason whatsoever, and The Bidder must complete a separate authority form for each Lot give no warranty, or guarantee, that a bid would be made on behalf of the involved, and provide a separate Banker's Draft or Building Society Draft Bidder and accept no liability. or Debit Card details (cleared funds) for 10% of the maximum amount of In the event that the telephone/written bid is successful the Auctioneer the bid for each Lot subject to a minimum of £5,000 per Lot, plus the will sign the Memorandum of Contract on behalf of the Bidder (a Contract buyers administration fee of £1074 inc VAT (unless otherwise stated in the having been formed on the fall of the hammer). Important Notices). 10. In the event of a Contract the deposit monies will be applied so far as The form must be hand delivered, posted or emailed to the relevant necessary to meet the requirement for a 10% deposit subject to a auction office to arrive prior to the auction day. It is the Bidder's responsibility to check that the form is received by SDL Auctions and this minimum of £5,000 per Lot, plus the buyers administration fee of £1074 can be done by telephoning the office. inc VAT (unless specified differently on the Important Notices clause 6), Due to money laundering obligations we require two forms of identity, one however if monies are received over 10%, this will result in the purchaser photo identification i.e passport or driving licence and one proof of paying a lesser sum on completion. address i.e bank statement or utility bill, no more than 3 months old. By In the event that the Bidder is unsuccessful in gaining the Contract the signing this agreement you understand that we will undertake a search deposit monies shall be returned to the Bidder promptly. However, if paid with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. This system by debit card or bank transfer, these monies may take up to 10 working days to refund. Once delivered to the Auctioneers the authority to bid is binding on the allows us to verify you from basic details using electronic data, however it Bidder up to 8.00pm on the day on which the particular Lot is auctioned. is not a credit check of any kind so will have no effect on you or your This is to allow for the possibility of a Vendor agreeing to sell post auction credit history. They may also use your details in the future to assist other where the bidding has not reached the reserve. companies for verification purposes. A record of the search will be 13. The authority can only be withdrawn by notification in writing delivered to retained. the auction office by 4pm the day before the Auction or into the hands of The Bidder shall be deemed to have read the 'Notice to all Bidders', the the Auctioneer in the Auction Room half an hour before the start of that particulars of the relevant Lot in the Catalogue and the General and day's auction. It is the Bidder's responsibility to obtain a receipt on a copy . Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and of the withdrawal notification signed by one of the Auctioneers and have knowledge of any announcements to be made from the rostrum without such a receipt the authority stands and any successful Contract is and any of the addendum relating to the relevant Lot. The addendum binding on the Bidder can, and should, be checked by visiting our website www.sdlauctions.co.uk 14. If the Bidder, or an agent, actually bids at the Auction without having or at the Auction prior to bidding. previously withdrawn the authority, the Auctioneer is at liberty to accept In the case of telephone bids, at about the time the Lot comes up for such bid in addition to any bid from SDL Auctions staff as empowered auction, attempts will be made to contact the Bidder by telephone and, if under the telephone/written/internet authority. successful, the Bidder may then compete in the bidding up to the SDL Auctions would have no liability whatsoever if the price achieved is maximum of the amount authorised in the completed authority form the result only of this competition in bidding without intervention from The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone link is not established, or breaks down, or there is The receipt of a telephone, written or internet bid shall not in any way any confusion or disruption, then the Bidder will not be able to participate hinder the right of the Vendor to withdraw any Lot or to sell prior to in the Auction. auction to a third party and neither the Vendor nor SDL Auctions shall be In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction. Auctions do not take any liability or responsibility should there be any The auctioneer may disclose to the Vendor the existence of these interruption or suspension of internet services. instructions but not the amount of the maximum bid. In the case of written bids, SDL Auctions staff will compete in the bidding NOTE: Visit our website www.sdlauctions.co.uk to print further up to the maximum of the authorisation. If no maximum is inserted, SDL Auctions will not bid. SDL Auctions do not guarantee to regulate the copies of the Authority Form. I hereby confirm that I have read the General, Additional and Special Conditions of Sale. I accept that it is my Signature of prospective purchaser responsibility to check for any amendments which may be read by the Auctioneers on the Auction Day. I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale. IMPORTANT NOTICE TO ALL TELEPHONE BIDDERS:

Date of Signature	

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 4 June 2018) Reproduced with the consent of the RICS

#### **GLOSSARY**

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined variation (but the SPLECHAL CONDITIONS) may include seamed words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS). The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction

of the Courts of England and Wales. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular

- words;
  a "person" includes a corporate body;
  words of one gender include the other genders;
  references to legislation are to that legislation as it may have
  been modified or re-enacted by the date of the AUCTION or
  the CONTRACT DATE (as applicable); and
  where the following words appear in small capitals they have the
  specified meanings.

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.

ADENDUM

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 693:

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 is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.
ARREARS SCHEDULE
The ARREARS schedule (if any) forming part of the SPECIAL

CONDITIONS

CONDITIONS.
AUCTION
The AUCTION advertised in the CATALOGUE.
AUCTION CONDUCT CONDITIONS
The conditions so headed, including any extra AUCTION
CONDUCT CONDITIONS.
AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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

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

made available electronically.

COMPLETION

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

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

The CONTRACT by which the SELLER agrees to sell and the

BUYER agrees to buy the LOT.
CONTRACT DATE
The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- a) the date of the SALE MEMORANDUM signed by both the
- 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 ratiosal.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred register and the plant and other DOCOMENTS issued of referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

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

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

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.
INTEREST RATE

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

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 ARREARS due under any of the TENANGES that are not new TENANGES" as defined by the Landlord and Tenant (Covenants) Act 1995. PARTICULARS

PARTICULARS
The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).
PRACTITIONER
An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).
PRICE
The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

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 CENTER ALL CONDITIONS or varied by any SPECIAL

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

The person selling the LOT. If two or more are jointly the SELLER

their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT. TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them. TENANCY SCHEDULE

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

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

TUPE
The TRANSFER of Undertakings (Protection of Employment) Regulations 2006. VAT

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

An option to tax

WE (AND US AND OUR) The AUCTIONEERS. YOU (AND YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a

#### AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the

Words in small capitals lieve to a specific Glossary.

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

AI INTRODUCTION

A11 The AUCTION CONDUCT CONDITIONS apply wherever

- INTRODUCTION
  The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

  If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE
- As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

- by or on behalf of each SELLER;
  (b) offer each LOT for sale;
  (c) sell each LOT;
  (d) receive and hold deposits;
  (e) sign each SALE MEMORANDUM; and
  (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTION SONDUCT CONDITIONS OF IR decision on the conduct of the AUCTION is final.
- OUR decision on the conduct of the AUCTION is final 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.
- 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.
- A2.5
- against US for any loss.

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

  YOU may not be allowed to bid unless YOU provide such
  evidence of YOUR identity and other information as WE
  reasonably require from all bidders.
  BIDDING AND RESERVE PRICES
  All bids are to be made in pounds sterling exclusive of
  VAT

- A32 WE may refuse to accept a bid. WE do not have to explain
- why.

  If there is a dispute over bidding WE are entitled to resolve

- Unless stated otherwise each LOT is subject to a reserve A3.4 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.
- 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. THE PARTICULARS AND OTHER INFORMATION WE have taken reasonable care to prepare PARTICULARS war lave taken reasonable or a collect of prepare PARTICULARS are 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
- THE PART HOULARS AND THE SALE CONDITIONS MBY 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, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT. A4.4
- THE CONTRACT A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT. YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if
  - applicable).
    YOU must before leaving the AUCTION
    (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
    (b) sign the completed SALE MEMORANDUM; and
  - (c) say 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) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED
  - TINANCIAL INSTITUTION (CONDITION AG A may state if WE accept any other form of payment);

    (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations
  - (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
  - (d) is to be held as stakeholder where VAT would be (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
    WE may retain the SALE MEMORANDUM signed by or on
- A56 behalf of the SELLER until the deposit has been received in cleared funds.
- Where WE hold the deposit as stakeholder WE are A5.7 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.

  If the BUYER does not comply with its obligations under
- the CONTRACT then
  (a) YOU are personally liable to buy the LOT even if YOU
- (a) You are passinally lable to buy the EOT event 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 the BUYER is properly constituted and able to buy the LOT. EXTRA AUCTION CONDUCT CONDITIONS Despite any CONDITION to the contrary:

  (a) The principular deposit WE accept is £5000 (or the A5.9 A6.1
  - (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 or cheque for all or any part of the deposit (c) Sub-clause (d) of AUCTION CONDUCT CONDITION
  - A5.5 shall be deemed to be deleted and shall be replaced with the following: "(d) is to be held as agent for the SELLER unless expressly stated otherwise in the SPECIAL CONDITIONS Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stake holde despite any contrary provision in any CONDITION;
  - despite any contrary provision in any CONDITION; and"

    (d) where the deposit is paid to US to be held as stakeholder, WE may if WE choose transfer all or part of it to the SELLER'S conveyancer for them to hold as stakeholder in OUR place. Any part of the deposit not so transferred will be held by US as stakeholder.

    WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

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

the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended but are not compulsory and may be changed. recommended, but are not compulsory and may be changed by the SELLER of a LOT.
G1 THE LOT
G1.1 The LOT (including any rights to be granted or

- The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

  The LOT is sold subject to all matters contained or referred to in the DOC IMENIES. The SELLED pour the content of the DOC IMENIES.
- G1.2
- G1.3 referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are G1.4 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
  - (c) notices, oreaers, demands, proposais and requirements of any competent authority;
     (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
     (e) rights, easements, quasi-easements, and

  - wayleaves;

    (f) outgoings and other liabilities;
    (g) any interest which overrides, under 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
- (i) anything the SELLER does not and could not reasonably know about.

  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.
  The SELLER must notify the BUYER of any notic 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 fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- G1.7 they are:
  (a) the BUYER takes them as they are at
  - (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
    (b) the SELLER is to leave them at the LOT. The BUYER buys with full knowledge of
    (a) the DOCUMENTS, whether or not the BUYER has read them; and
- 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 admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER's conveyancer's written replies to written enquiries to the extent stated in those replies. DEPOSIT G19
- 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 PRICE). DEPOSIT G2 G2.1
- PRICE). 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. Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise. BETWEEN CONTRACT AND COMPLETION From the CONTRACT DATE the SELLER has no G2.2
- G3 G3.1 risks of loss or damage unless
  (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the SELLER to insure the SELLER to insure the SELLER to insure the LOT.
- If the SELLER is required to insure the LOT then the
  - (a) must produce to the BUYER on request all
  - relevant insurance details;
    (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;

  - (c) gives no warranty as to the adequacy of the insurance;
    (d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting

- purchaser;

  (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER: and
- 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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any

- G3.4

- (to the extent not already paid by the BUYER or a or other third party).

  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 apply to the CONTRACT.

  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

  Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE. The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

  (a) 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 and it tile plan and, where noted on the register and title plan and, where noted on the tothe BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title mortioned in the SPECIAL CONDITIONS (or, if none is

- registration of title made to the Land Registry and of the DOCUMENTS accompanying that application
- (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iii) a letter under which the SELLER or its (iii) 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.

  (d) 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.

  Unless otherwise stated in the SPECIAL CONDITIONS the SETLER sells with full title quarantee except that
- - 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 oper to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
  - within the actual knowledge of the BUYEH, and (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property. 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 BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the
- any prior or superior title even if it is referred to in the 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 Money Laundering Regulations and Land Registry Rules.

  TRANSER
- Regulations and Land Registry Rules.
  TRANSFER
  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
  encrossment (signed as a deed by the BUYER if 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 has any liability (other than to the
  BUYER) in relation to the LOT or a TENANCY
  following COMPLETION, the BUYER is specifically to
  covenant in the TRANSFER to indemnify the SELLER
  - covenant in the TRANSFER to Indemnify the SELLE against that liability.
    The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER

- Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLE the proposed landlord and the BUYER to the
  - proposed tenant:
  - proposed tenant;
    (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
    (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- COMPLETION.
  COMPLETION
  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 payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, G6.2 but no other amounts unless specified in the SPECIAL
- CONDITIONS.

  Payment is to be made in pounds sterling and only by
- Payment is to be made in pounds sterling and only by (a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer, and (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

  Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as
- COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT. 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.
- G66
- BUSINESS DAY.

  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 paties is sold by the other paties in the first hardson.) which the notice is given) making time of the essence. The person giving the notice must be READY TO COMPLETE.
- 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;
- 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 G73.

  LANDLORD'S LICENCE

  Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.
- G9.1 G9 applies G9.2
- G9.3
- G9 apples.

  The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

  The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4
- obtained ("licence notice").
  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
  ("AGA") properly required (procuring a guarantee
  of that AGA if lawfully required by the landlord).
  The BUYER must promptly
  (a) provide references and other relevant information;
  and
  (b) comply with the landlord's lawful requirements
- G9.5
- (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 SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice.
- any time before the SELLEN has given licence notice.
  That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
  GIO INTEREST AND APPORTIONMENTS
  GIO.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST OF THE PROPERTY of the interest at the INTEREST RATE on the money due

G1.8

- from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds. cleared funds.
- G10.3
- cleared runds.
  Income and outgoings are to be apportioned at the
  ACTUAL COMPLETION DATE unless:
  (a) the BUYER is liable to pay interest; and
  (b) the SELLER has given notice to the BUYER at any
  time up to COMPLETION requiring apportionment
  on the date from which interest becomes payable by the BUYER:
  - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- Apportionments are to be calculated on the basis that:

  (a) the SELLER receives income and is liable for outgoings for the whole of the day on which G10.4
  - apportionment is to be made;
    (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure
  - 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the selections.
- appropriate Willim Tive Business DAYS of the date when the amount is known.

  If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment. G10.5
- ARREARS Current rent
- "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the
- IENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION. If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.4
- SPECIAL CONDITIONS.
  Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
  BUYER to pay for ARREARS
  Part 2 of this CONDITION G11 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 ADBEARS of which details are to ut in the SPECIAL. G11.5 ARREARS of which details are set out in the SPECIAL
- CONDITIONS.

  If those ARREARS are not OLD ARREARS the G11.6 SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS. BUYER not to pay for ARREARS Part 3 of this CONDITION G11 applies where the
- Part 3 G11.7 SPECIAL CONDITIONS
- (a) so state; or (b) give no details of any ARREARS. G11.8
  - While any ARREARS due to the SELLER remain unpaid the BUYER must: (a) try to collect them in the ordinary course of management but need not take legal proceedings

  - management but need not take legal proceedings or forfeit the TENANCY;
    (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
    (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
    (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;
    (e) not without the consent of the SELLER release any

  - (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
  - or all ARNEARS obtainfulfilling DTERS 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
- G11.9 bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.
- MANAGEMENT

and auction fees

- 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 management issues that would affect the BUYER a COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and: (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but first he indensity is a paraph (a) vacces. (but for the indemnity in paragraph (c)) expose

- the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that
- liability;
  (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused
- by the BUYER.
  RENT DEPOSITS
  Where any TENANCY is an assured shorthold
  TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate i writing to the other (before COMPLETION, so far as
- writing to the other (before COMPLETION, so far as practicable) that they have complied. The remainder of this CONDITION GI3 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 held.
- If the rent deposit is not assignable the SELLER must G13.3 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
  - 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
- Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT
- invoice. G14.2 Where the SPECIAL CONDITIONS state that no VAT Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION. 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 G15 applies.
- G15 2

  - (b) this CONDITION GIS 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.
    The PLINT peofitires that
- 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) artists (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
- (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 HIM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
  The BUYER confirms that after COMPLETION the
- G15.5 BUYER intends to
  - (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

  - TENANCIES; and
    (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 BUNER has not

    - (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
- must pay and inderminy 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. G16 G16.1
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in

- connection with the BUYER's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
  The SELLER and BUYER agree:
- G164

  - Ine SELLER and BUYER agree:
    (a) to make an election on COMPLETION under
    Section 198 of the Capital Allowances Act 2001 to
    give effect to this CONDITION G16; and
    (b) to submit the value specified in the SPECIAL
    CONDITIONS to HM Revenue and Customs for the
    purposes of their respective capital allowance omputations.
- 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.
  The BUYER must assume, and indemnify the SELLER
- G17.2 in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE. LANDLORD AND TENANT ACT 1987 This CONDITION G18 applies where the sale is a
- G18.1 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
- with sections 5B and 7 or that Act and that the 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 G19.1
- The PRACTITIONER has been duly appointed and is G19.2
- empowered to sell the LOT.

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

  (a) in its condition at COMPLETION;

  (b) for such title as the SELLER may have; and

  (c) with no title quarantee:
- G194 (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or
- 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;
  - (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. G196
- TUPE
- G201
- IUPE
  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
  - Employees. (c) The BUYER and the SELLER acknowledge tha pursuant and subject to TUPE, the CONTRACTs of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
  - BUYER on COMPLETION.

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

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

    The SELLER has made available such reports as the SELLER has as to the environmental condition of the
- G21.2 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
- The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT
- SERVICE CHARGE
  This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge
- provisions G22.2
- 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
- \*Please see Important Notices for definition of guide price

- 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:
  - (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or

    (b) that attributable service charge expenditure
  - exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the

but in respect of payments on account that are still due from a tenant CONDITION GII (ARREARS)

- 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 before ACTUAL COMPLETION DATE and the BUYE must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made withir five BUSINESS DAYS of the SELLER providing 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 deprecipition fund:
- G22.6 depreciation fund:
  - 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

- not do so.
  RENT REVIEWS
  This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
  The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
  Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as G23.2
- 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

G23.4

- withheld or delayed.
  The SELLER must promptly:
  (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review
- proceedings.
  The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have egard to any proposals the other makes in relation to
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared
- 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

G24

- proceedings.
  TENANCY RENEWALS
  This CONDITION 624 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 G24.1 G24 2
- 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 proceedings 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.
- Following COMPLETION the BUYER must:
  (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to G24.4 any proceedings:
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant
  - (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS
- DAYS of receipt of cleared funds.

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

- G25 G25.1 WARRANTIES
- Available warranties are listed in the SPECIAL CONDITIONS.
- Where a warranty is assignable the SELLER must:
  (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the
  - warranty; and
    (b) apply for (and the SELLER and the BUYER must
    use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained
- 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

The BUYER must not assign, mortgage or otherwi TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT. REGISTRATION AT THE LAND REGISTRY This CONDITION G27.1 applies where the LOT is

- This CONDITION GZ7.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

  (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;

  (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and

  (c) provide the SELLER with an official copy of the register relating to such lease showing itself

  - 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 comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
  (a) apply for registration of the TRANSFER;
  (b) provide the SELLER with an official copy and title plan for the BUYER's new title; and
  (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

  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. G28.2

  - BUYER may be given to or by their conveyancers.

    A communication may be relied on if:

    (a) delivered by hand; or

    (b) made electronically and personally acknowledged
    (automatic acknowledgement does not count); or

    (c) there is proof that it was sent to the address of the
    person to whom it is to be given (as specified in
    the SALE MEMORANDUM) by a postal service
- the SALE MEMOKANDUM) 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 tracted as received or the part PURINESS. 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) G29
  - ACT 1999 No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTs (Rights of

#### **EXTRA GENERAL CONDITIONS**

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

- 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: G2.2
  - (a) must be paid to the AUCTIONEERS in pounds sterling by debit card or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means that the AUCTIONEERS may
  - any other means that the Accining accept) and
    (b) is to be held as agent for the SELLER unless the SPECIAL CONDITIONS expressly state otherwise Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stakeholder despite any contrary provision in any CONDITION
- 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 AUCTIONEERS of written confirmation from the SELLER'S solicitors upon the COMBINETION bus talong. AUC HONEER'S of written contirmation from the SELLER'S solicitors that COMPLETION has taken place and, for the avoidance of doubt, upon the AUCTIONEERS releasing the deposit, their liability as stakeholder shall be discharged (b) if COMPLETION does not take place, the AUCTIONEERS are authorised (and the SELLER and the BUYER acknowledge and irrevocably confirm theirs account to each of the stable).
  - 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 G2.4

#### **LANDLORD AND TENANT ACT 1987**

- LANDLORD AND TENANT ACT 1987
  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 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 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 18.4 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 BLIVER
  - 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
  - die 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 the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE 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

#### RELEASE OF SELLER FROM COVENANTS IN

- LEASES
  With regard to the Landlord & Tenant (Covenants)
  Act 1995 ("the 1995 Act"):
  (a) the SELLER may within the period commencing
  on the date of the SALE MEMORANDUM up to
  COMPLETION serve notice on any tenant of the
  LOT in accordance with the 1995 Act requesting a
  complete release of the SELLER from future
  liability under the lessor covenants contained in
  any relevant TENANCIES
  (b) If the SELLER serves any such notice the SELLER
  shall use reasonable endeavours to obtain such a
  release without being obliqed to apply to the
- snail 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 reauested
- (c) In the event of the SELLER failing to obtain any such release from the said covenants by COMPLETION or not serving any such notice then, in the TRANSFER, the BUYER shall covenant with the SELLER:
  - (i) to serve notice in writing on the SELLER on completion or within 5 BUSINESS DAYS after completion of the transfer of the LOT or any part of it by the BUYER to any transferee of the
  - (ii) until such time (if ever) that the SELLER is released from the lessor's covenants in any relevant TENANCY, the BUYER will obtain a covenant from its transferee in favour of the 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 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 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 purphased. each LOT purchased



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