

THE MIDLANDS AUCTION CENTRE Bagshaws Residential

Property Auction

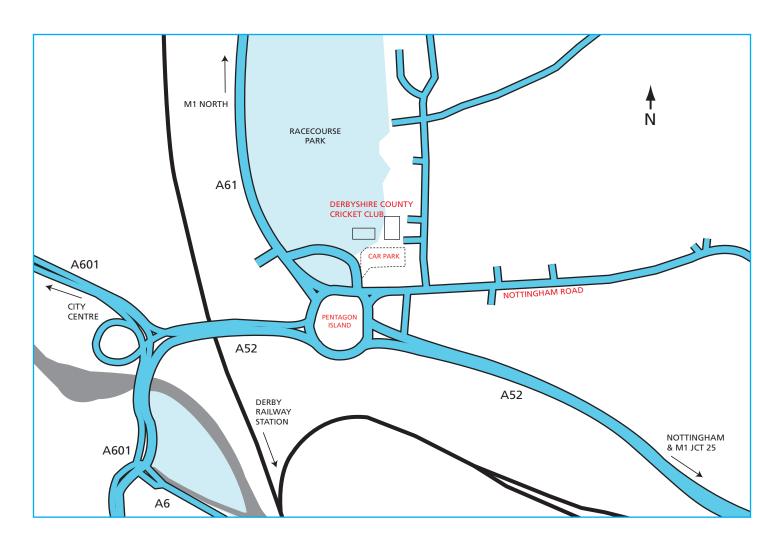
Wednesday 26th September 2018 commencing at 11.30am

Derbyshire County Cricket Club Nottingham Road Derby DE21 6DA



Auction Venue

Derbyshire County Cricket Club Nottingham Road, Derby DE21 6DA



Wednesday 26th September 2018 Commencing at 11.30am

bagshaws residential

Midlands Auction Centre 32-34 Cornmarket Derby DE1 2DG

Tel: 01332 542296 Email: auctions.derby@sequencehome.co.uk www.bagshawsauctions.co.uk www.rightmove.co.uk



Introduction From Simon Gillibrand, Auction Partner

Welcome to our fifth auction of 2018!

I am pleased to announce that we yet again have a wide range of different properties to suit all purchasers. We have properties that are Grade II Listed period homes along with classic terraced houses, apartments, offices as well as parcels of land.

We also have an array of countryside properties as well as city properties such as a very well presented block of apartments in Skegness which are currently used as holiday lets, two historic Grade II Listed properties which were formerly used as offices on the renowned St. Mary's Gate in Derby, a parcel of development land with planning for a dwelling in Burton-on-Trent and a very good sized unique, unusual property in Ashbourne.

Buying properties at auction avoids a lot of the difficulties and delays which can be experienced during the normal conveyancing process. Auction makes it a much smoother and speedier process with no chains and contracts being exchanged in the auction room. Completion dates are set to suit the vendors' requirements, usually within 28 days.

Many of you will be very aware of our identification requirements to comply with money laundering regulations. We do realise that providing this documentation can be a frustration however it is a legal requirement when purchasing a property that you have the correct identification. We are grateful for your assistance with the procedure. Please refer to our information for bidder's page in our catalogue.

We are here to help with your enquiries in the lead up to the auction. Don't forget, you need to be a prudent buyer and not only inspect the property for which you are bidding on, but make sure you have taken legal advice and seen the auction legal pack together with rising finance for your purchase. Legal packs are available free of charge online and can be accessed by visiting www.bagshawsauctions.co.uk

No one is more experienced in this field than Bagshaws Residential and if you are considering selling a property at auction you should not hesitate to contact a member of the team for friendly free advice on Derby 01332 542296.



Simon Gillibrand Auction Partner



Ian Simmonds Area Director



Simon Arnes Auctioneer



Rob Southwell Area Partner



Paul Perriam Area Director



Neill Henderson Area Partner





Simon Anderson Business Development Manager



Kevin Jackson Area Director



Giles Hart National Operations Director



Yasmin Ward Auction Co-ordinator

Important Notice

TO BE READ BY EVERYONE CONSIDERING BUYING AT AN AUCTION

Please read this page in conjunction with the section entitled "The Conduct of the Auction" printed at the rear of this catalogue. They should help you understand the auction process and how we act. Please contact us with any queries you may have. It is very important you understand that if you (a) read our catalogue or (b) consider buying or (c) attend our auction or (d) bid or buy beforehand, at the auction or afterwards, then you agree to the basis on which we do business as set out in the section entitled "The Conduct of the Auction" and this page. This applies even if you have not read them.

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.bagshawsauctions.co.uk, and look out for any additional materials on the day of the auction, in order to stay fully informed with the up to date information.

INTRODUCTION

GUIDE PRICE The Guide Price quoted must not be relied upon by prospective purchasers as a valuation or assessment of value of the property. It is intended to provide purchasers with an indication of the region at which the reserve may be set at the time of going to press. The guide price may be subject to variation and interested parties are advised to make regular checks for variations and should be aware that the reserve price may be either below or above the quoted quide price.

Prospective purchasers should also be aware that the eventual sale price may be above or below the guide level dependent upon competition, and should therefore not presume the guide to be indicative of the final expected sale price or the price the property is available at.

When setting the guide price, the auctioneers have given consideration to the seller's instructions in respect of their indicated reserve price at the time of instruction. The reserve price, (the level below which the property will not be sold), remains confidential between the seller and the auctioneer. The guide price therefore, is intended to indicate the region at which the reserve price is intended to be set. The seller will confirm their final reserve price close to the auction date and if appropriate the auctioneers may adjust the guide price to reflect this.

RESERVE PRICE 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. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

PARTICULARS All statements contained in these particulars about the property are made without responsibility on the part of the Auctioneer's, their joint agents (if any) or the seller. No person employed by the Auctioneer's or their joint agents (if any) has any authority to make or give any representation or warranty whatsoever in relation to any lot.

EQUIPMENT, FITTINGS, SERVICES, ETC The Auctioneer's (or any joint agent) have not tested any apparatus, equipment, fittings, or services, so cannot verify they are in working order. Prospective bidders are advised to obtain verification of the condition and effectiveness of any such items from their solicitor or surveyor. Items shown in photographs are not necessarily included in the sale. Room or other measurements, where given, are for guidance only and should not be relied upon when ordering such items as furniture, appliances or carpets.

PLANS Plans in this catalogue, but not the venue location plans, may be reproduced by permission of the Ordnance Survey on behalf of the controller of Her Majesty's Stationery Office. Crown Copyright. All rights reserved. Licence No. ES100003644. They are published only for the convenience of purchasers and their accuracy, shading, scale and any boundaries shown are not guaranteed and they are expressly excluded from any contract.

PLANNING We cannot confirm that the stated or possible uses of any lots are acceptable to the local planning authority. Please make your own enquiries.

VAT Currently at 20% may be chargeable on the purchase price of some lots, usually commercial properties. The Auctioneer's and their joint agents, if any, will endeavour to make a statement as to whether VAT is payable or not, but in the absence of any statement you are advised to make your own enquiries.

BEFORE THE AUCTION

INSPECTIONS Please make all appointments to view through the office shown in each lot description. Inspection of investment lots is by courtesy of the tenants. Viewings are not usually arranged or conducted by the Auction Office.

GUIDE PRICES Any guide price quoted is not to be treated as a valuation of the lot and is for guidance only.

CONDITIONS OF SALE Each lot is offered and sold subject to (a)

the RICS Common Auction Conditions 3rd edition printed at the rear of this catalogue, (b) the Special Conditions of Sale (if any) and (c) any relevant entry on the Addendum. Copies of items (b) and (c) and any General Conditions of Sale, if different to those printed in the catalogue, are available from the Auction Office free of charge.

OTHER LEGAL DOCUMENTATION Apart from the Conditions of Sale we ask the seller's solicitor to provide us with all those documents a prudent solicitor advising a prospective buyer would wish to inspect. Whilst these documents are usually available from us, we give no undertaking or guarantee to provide them. The Auctioneer's reserve the right to charge, usually £50 including VAT for for copying and supplying this information.

LEGAL ADVICE The Auctioneer's do not inspect any of the legal documentation and cannot give any advice or opinion on its content. Prospective buyers are strongly advised to consult their legal advisor, and where appropriate other professional advisors, prior to bidding. Prospective buyers will be deemed to have made the usual pre-contract searches and enquiries if they bid.

REGISTRATION OF INTEREST We strongly recommend you register your interest in any lot with the relevant Auction Office. We will then endeavour to advise you of any change relating to the lot, guide price or if it is likely to be sold or withdrawn prior. We will also supply a copy of the legal paperwork upon payment of the relevant charge.

MAKING OFFERS PRIOR TO AUCTION All offers to purchase prior to the auction should be made to the relevant Auction Office. Please note some sellers will not or cannot sell prior. We will notify you of the seller's answer to your offer.

TERMS ON WHICH OFFERS ARE ACCEPTED All offers to buy before or after the auction are accepted by the seller on the basis of the following conditions unless stated to the contrary. Offers are accepted (a) subject to contract, (b) subject to the lot remaining fully available to other applicants and for viewing, (c) subject to the vendor's right to consider any other offers at any time, (d) subject to any change in the circumstances and (e) subject to the lot being offered at the relevant auction unless contracts have exchanged beforehand.

SALES & WITHDRAWALS PRIOR Some lots may be sold prior to, or withdrawn from, the auction or postponed to a later sale. You are advised to check a lot's availability regularly to avoid wasted time or expense. Any sale prior, withdrawal or postponement is without liability on the part of the Auctioneer's or their client for any loses, costs or expenses that result.

INSURANCE OF THE LOT This is usually the responsibility of the buyer from exchange of contracts, except on some leasehold lots. Unless the Special Conditions provide differently you will need to make arrangements before the auction to go on risk immediately once you are the buyer.

ATTENDING THE AUCTION Please allow adequate time for (a) your journey (b) parking, (c) obtaining your bidder number, (d) reading a copy of the final version of the Addendum on arrival. Please bring with you two forms of approved identification, your solicitor's details and the means to pay both the deposit and separate Contract Documentation Charge.

AT THE AUCTION

RECORDING We may record the auction for security and training purposes.

REGISTERING TO BID If you wish to bid you must register first to obtain your Bidder Number. You will need to provide your name, address and telephone number and if you are acting as an agent, the same information for the prospective buyer, as well as the same information for the solicitor or conveyancer who would act for you. We must inspect two forms of approved identification (we suggest a valid passport or a photo driving licence and a recent utility bill) before registration can be completed. We reserve the right to decline any bid made by a prospective bidder who has not first registered.

THE ADDENDUM You should obtain and read carefully the final

version of the Addendum on arrival at the auction and before the sale commences. It may contain notification of any late changes or additional information. Copies of the list will be added to and form part of the contracts and in the event of any conflict the Additions & Omissions list shall prevail. Any very late, new or changed information will be announced verbally by the Auctioneer beforehand and at the start of the sale.

RESERVE PRICE All lots are offered subject to a reserve unless stated to the contrary. The reserve is confidential and will not be disclosed. Please see introduction on guides and reserves.

THE BIDDING Please bid clearly by raising your bidder number or catalogue. The Auctioneer will usually acknowledge your bid when looking at you.

ONCE A LOT IS SOLD

SIGNING THE SALE MEMORANDUM The buyer (and successful bidder if different) are under a binding contract as soon as the Auctioneer's gavel falls on their bid. The successful bidder must on request, immediately provide the Auctioneer's staff with full details to enable the contracts to be prepared. The buyer (or successful bidder) must, before leaving the auction venue, sign the Sale Memorandum (and any attached documents). If the buyer (or successful bidder) refuses to sign the Auctioneer can, at his own discretion, sign for the buyer or re-offer the property for sale as if it had not been knocked down (sold).

PAYING THE DEPOSIT The buyer (or successful bidder) of each lot must, before leaving the auction venue, pay a deposit of 10% of the purchase price (or £2,000 if greater). Cheques must be drawn on a UK bank or building society account and are cleared as soon as possible. You should ensure the account is in funds. We do not accept cash or credit cards. We accept most debit cards. There is a £50 administration charge if deposit is paid by personal cheque.

PAYING THE CONTRACT DOCUMENTATION CHARGE A charge of £995 inc. VAT must be paid by the buyer (or successful bidder) of each lot, at the same time as, and in addition to, the deposit. If this charge is not paid separately, it will be deducted from the amount of monies received before the balance is applied to the contractual deposit. If the purchase fails to complete no refund will be given.

MONEY LAUNDERING REGULATIONS We must inspect (again) and take and keep for our records, a photocopy or photograph of two approved forms of identification for each successful bidder and buyer. A valid passport or valid photo driving licence and a current utility bill showing your current address comply with requirements. Please ask us for alternatives if necessary. Failure to provide satisfactory identification could delay your purchase. We are committed to preventing our services being used for the purposes of money laundering and in addition to asking you for proof of ID and address we carry out electronic ID verification of all vendors and purchasers. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. If you have any questions, please refer these to a member of the auction staff

AFTER THE AUCTION

INSURANCE If you are a successful buyer, you will need to immediately put in place insurance for the property, except possibly on leasehold properties.

AUCTION CONTRACT If you have bought a lot we will usually give you the part of the contract signed by the Auctioneer's on behalf of the seller. You should pass this immediately to your solicitor or conveyancer.

UNSOLD LOTS We strongly recommend you re-register your interest in any unsold lot before leaving the Auction room as some lots are sold very quickly after the sale. We continue to offer all unsold lots after the auction until they are sold or we are instructed otherwise. Please contact the relevant Auction office for details. Please note that the information contained in the catalogue is no longer guaranteed accurate after the auction although copies may be issued for general guidance purposes only.

Your guide to buying at auction

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction. The auctioneers have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue. Our auction room specialists have drawn up a list of auction do's and dont's. If you have any questions, please call your local auction office, where a member of staff will be happy to help.

DO'S

DO think ahead. Sequence holds regular auction sales with a catalogue printed some weeks in advance. For your copy please contact our catalogue hotline.

DO go through the catalogue carefully. We are proud of our selection of properties, each of which carries a brief description. Read our details thoroughly and identify the properties you are interested in.

DO investigate what the property is likely to fetch. The Auctioneers usually give a guide price but this may not necessarily be an indication of what the property may sell for.

DO go and have a look around any property you are interested in. You will see the viewing arrangements in the catalogue. Simply ring your local auction centre, or the local agent, as indicated.

DO take legal advice. Buying at auction is a firm commitment and carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the seller's solicitor.

DO read the Important Notice to be Read by ALL Bidders. This is printed in the catalogue.

DO get a copy of the Addendum Sheets. These are distributed around the auction room. These contain any late amendments, information or alterations.

DO plan ahead if you need mortgage assistance. We offer free advice through our own Sequence branches, but buyers should consult them well in advance, in anticipation of coming to future auctions.

DO leave time to get a survey done, if required. Your mortgage finance may be reliant on the results, not to mention your peace of mind.

DO organise your deposit before the auction. We ask for a 10% (minimum £2,000) deposit once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will be due within 14 to 28 days on completion of the sale. There is a £50 administration charge if deposit is paid by personal cheque.

DO Remember to bring the means to pay the **CONTRACT DOCUMENTATION CHARGE** of typically £995.00 (inc. VAT) for each Lot purchased.

DO feel free to make a bid prior to auction. It is possible that in some instances the seller may agree a sale prior to auction.

DO make sure the Auctioneer has your bid, by clearly indicating with catalogue or bidders number.

DON'TS

DON'T assume that all properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction. Check with us the day before the auction to clarify the latest position.

DON'T leave the insurance to sort out later. The property becomes the buyers insurable risk as soon as the hammer falls.

DON'T panic. Our auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.

DON'T be late. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.

DON'T come without identification. We will need some proof of identity when you pay your deposit. (see opposite page)

DON'T worry if you are unable to attend. You can buy a property at our auction by telephone or by proxy if prior arrangements have been made.

DON'T give up if the lot you are bidding for fails to make its reserve as it may be that the seller will decide to accept your bid later. Make sure you leave your details with us should this happen.

DON'T lose track of the lot numbers, some of the properties sell very swiftly.

DON'T expect long drawn out formalities. We shall have your copy of the contract made up very soon after the hammer falls. Simply tell our staff your personal details, sign the contract, pay your deposit and contract documentation charge, and you will receive the Memorandum of Sale there and then!

DON'T let people put you off the idea of buying at auction. With the right forward planning and research you will find an auction a speedy and simple way of buying a property.

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Auction bidders registration form

LOTS BIDDING ON

Google search

In order to bid at our auctions, you need to register with us first



You will need to bring with you this form duly completed and TWO FORMS OF IDENTIFICATION (1 from point A and 1 from point B), which will be copied and kept on file

A: A valid passport or a valid signed UK photo-card driving licence - (proof of identity)

B: A utility bill or bank/debit card statement - (proof of residence)

(must be dated within the last 3 months)

By Registering to bid, you confirm that you have read the important notice overleaf and carried out your due diligence prior to bidding.

Name of bidder:		
Postal address:		
		Postcode:
Contacts:	Home	
	Work	
	Mobile	
Solicitors:		
		Postcode:
Tel No:		DX No:
Signature:		Date:
Please tick if you do not wish to How did you hear about the au	o be on our mailing list uction (please tick all that apply):	
Rightmove Zoopla Prime location Google search	 Local newspaper Sales board Local agent Estate Gazette 	 On mailing list Email alert Friend/colleague Other

For Official use	A: Identification	Photo: Y/N
ID provided	B: Address	Date of bill:

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Information for Bidders

If you are intending to bid at our forthcoming auction, here's what you need to do:

Before bidding we will need you to confirm both your identity and home address by showing us your passport or photo driving licence together with a separate proof of address document such as a utility bill or bank statement no more than 3 months old. See below for a full list of acceptable documents.

If you are not attending in person (bidding by proxy or telephone) and are supplying photos/scans or copies of these documents these can only be accepted where they have been countersigned by a third party who saw the original documents and can attest to them being true copies of your own identity and address proof.

Only copies certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, regulated mortgage broker, certified accountant, teacher, doctor, minister of religion, post master or sub-postmaster are acceptable.

If you intend to bid on behalf of a third party, or will include a third party/parties as a joint buyer/s we will need documentation for all parties to be named on the contract and you need to provide written authority from such persons for them to be included on the contract. Please note deposits can only be accepted from parties named on the contract.

Where buying in a company name only bidders who are duly authorised directors may bid, unless they hold written authority from such a director to bid and identity documentation is provided for both the bidder and the director authorising.

PLEASE NOTE THAT UNLESS YOU CAN PROVIDE THESE DOCUMENTS YOU WILL NOT BE PERMITTED TO BID

List of acceptable proof of identity and address documentation.

List A - evidence of identity (including photograph)

- Valid passport
- Valid photo card driving licence (full or provisional)
- National Identity card (Non-UK Nationals)
- Firearms cerificate
- Identity card issued by the Electoral office for Northern Ireland
- Inland Revenue (HMRC) registration card

List B - evidence of residence (and showing your name)

- The most recent utility bill (not a mobile phone bill) it can be within 12 months if it is an annual bill
- Current council tax demand letter
- Valid photo card driving licence
- Bank statement or credit card statement dated within the last 3 months
- Mortgage statement issued within the last 12months
- Council or housing association rent card for the current year
- Current tenancy agreement

For further clarification on these requirements please email: yasmin.ward@bagshawsresidential.co.uk

Order of Sale

*Please refer to 'Important Notice' at the front of this catalogue regarding guide and reserve prices

Lot	Address	*Guide Price
1	15 Fife Street, Alvaston, Derby, Derbyshire	£65,000 - £75,000
2	9 Markeaton Street, Derby, Derbyshire	£105,000
3	46 Langton Court, Skegness, Lincolnshire	£35,000 - £40,000
4	17 Blagreaves Avenue, Littleover, Derby, Derbyshire	£140,000 - £160,000
5	Apartments 1, 2 & 3, 17 Sea View Road, Skegness, Lincolnshire	£140,000
6	Land adjacent to 98 Newton Road, Burton-on-Trent, Staffordshire	£65,000
7	Apartment G21, 41 Grosvenor Gate, Leicester	£55,000 - £60,000
8	140a Drummond Road, Skegness, Lincolnshire	£35,000
9	140b Drummond Road, Skegness, Lincolnshire	£30,000
10	67-67a North Street, Gainsborough, Lincolnshire	£40,000 - £45,000
11	41 St. Mary's Gate, Derby, Derbyshire	£100,000 - £110,000
12	42 St. Mary's Gate, Derby, Derbyshire	£70,000 - £80,000
13	265 Broomhill Road, Nottingham	SOLD PRIOR
14	84 Victoria Street, Grantham, Lincolnshire	£65,000
15	Cawney Bank Lodge, 37 Oakham Road, Dudley	£160,000
16	11 Gardeners End, Rugby, Warwickshire	£70,000
17	Land adjacent to 201 Crich Common, Frichley, Belper, Derbyshire	£110,000 - £120,000
18	80-82 Church Street, Gainsborough, Lincolnshire	£50,000 - £55,000
19	Church Corner, Church Street, Youlgrave, Derbyshire	SOLD PRIOR
20	8 Watergate, Sleaford, Lincolnshire	£55,000 - £60,000
21	84 Spouthouse Lane, Great Barr, Birmingham, West Midlands	£90,000
22	33 Hardy Street, Kimberley, Nottingham, Nottinghamshire	£100,000 - £120,000
23	65-67 Snienton Dale, Nottingham	£275,000 - £300,000
24	46 Southwold Drive, Nottingham, Nottinghamshire	£85,000 - £95,000
25	Yew Tree Farm, Main Road, Kirton, Newark, Nottinghamshire	£120,000 - £150,000
26	Shedley Manor, Rodsley Lane, Yeaveley, Ashbourne, Derbyshire	£250,000 - £275,000
27	16 Birchtrees, Birmingham, West Midlands	£100,000
28	7 Whiston Street, Derby, Derbyshire	£55,000
29	127 Crewe Street, Derby, Derbyshire	£65,000
30	212 Blue Bell Hill Road, Nottingham, Nottinghamshire	£90,000
31	Valley View, Shields Lane, Ashbourne, Derbyshire	£200,000 - £220,000



15 Fife Street, Alvaston, Derby, Derbyshire, DE24 8TP



Description:

Situated in Alvaston which conveniently located for easy access into Derby city centre, an array of local amenities together with excellent commuting links to the A38, A52 and the M1 motorway is this two bedroom end-terrace property. The property requires renovation and has huge potential to be made into a lovely home. The generously sized, well proportioned accommodation on offer comprises of a lounge, kitchen, ground floor W/C, two bedrooms and bathroom. The home also benefits from front and rear gardens as well as a driveway.

Accommodation:

Ground Floor: Entrance hallway, lounge, kitchen, rear lobbly, W/C. First Floor: Landing, two bedrooms, bathroom W/C. Exterior: Front and rear gardens.



Tenure Freehold

EPC

Energy Efficiency Rating TBC

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers Bagshaws Residential, 32-34 The Cornmarket, Derby, Derbyshire, DE1 2DG. Tel - 01332 361308 *Guide Price £65,000 - £75,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Three bedroom modern town house located in a popular position just off Friar Gate
 Great investment opportunity with a tenant in situe at a rental income of £500pcm

9 Markeaton Street, Derby, Derbyshire, DE1 1DX



Description:

Fantastic opportunity to acquire this three bedroom town house which is situated in a great location and offers easy access in to Derby city centre with its range of shopping, leisure facilities and excellent transport links. Friar Gate is within short walking distance which benefits from relaxed night life to include bars and restaurants. Closer to the property can be found a local park, bowling club, Derby University and shops. The property sits in a cul-de-sac position and has street residential permit parking.

Accommodation:

Ground Floor: Entrance porch, lounge, dining kitchen. First Floor: Three bedrooms, bathroom W/C. Exterior: Enclosed rear garden as well as parking to the rear.



Tenure Freehold - subject to tenancy.

EPC

Energy Efficiency Rating TBC Vendor's solicitors

Simpson Solicitors, 16 Stanier Way, Wyvern Business Park, Derby, DE21 6BF. For the attention of: Emily Tobin. Tel: - 01332 424511

Viewing

By arrangement with our Joint Auctioneers Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296

> *Guide Price £105,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

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Lot 3

Well presented two bedroom mid terrace bungalow situated in a popular Lincolnshire coastal town
 The property is an ideal investment opportunity and would benefit in the holiday rental market

46 Langton Court, Skegness, Lincolnshire, PE25 2RB



Description:

Situated in the popular Lincolnshire coastal resort of Skegness along with easy access to Skegness sea front is this two bedroom mid-terrace holiday bungalow. Skegness is renowned for it's popular seaside town attracting a large volume of tourists each year as well as including a comprehensive range of local shopping and leisure facilities. The property is an ideal investment opportunity and would benefit in the holiday rental market.

Accommodation:

Ground Floor: Entrance lobby, lounge, kitchen, bedroom one, inner lobby, bedroom two, bathroom.

Exterior: Front Courtyard, rear courtyard and communal parking.



Tenure

Leasehold - (please refer to the legal pack for more information)

EPC

Energy Efficiency Rating D with a total floor area of 452.08 sq ft / 42 sq m.

Vendor's solicitors

Sills & Betteridge Solicitors, 45 Algitha Rd, Skegness PE25 2AJ. 01754 610101. Zoe Hezzel

Viewing

By arrangement with our Joint Auctioneers William H Brown, 20 Roman Bank, Skegness, Lincolnshire, PE25 2RU. Tel: 01754 768311.

*Guide Price £35,000 - £40,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Well proportioned two bedroom detached bungalow in a popular location off Blagreaves Lane
 Great opportunity to create your own property with plenty of scope to improve or re-develop

17 Blagreaves Avenue, Littleover, Derby, Derbyshire, DE23 2NT



Description:

Located close to local schools, shops and buses services into the city centre can be found this two bedroom detached bungalow which requires updating and improving. A wide plot at the front provides extra garden area which in turn leads to the side. A driveway providing parking leads to a detached garage and rear garden. This property offers great scope for the possibility of developing a room in the attic subject to planning and regulations. We are led to believe the property may have also had historic movement. The measurement of the plot is 0.126 acres subject to measured survey.

Accommodation:

Ground Floor: Spacious hall, lounge, kitchen, rear porch, two bedrooms and bathroom $\mathsf{W}/\mathsf{C}.$

Exterior: Front, side and rear gardens along with a garage



Tenure Freehold

EPC

Energy Efficiency Rating G with a total floor area of 839.59 sq ft / 78 sq m.

Vendor's solicitors

Flint Bishop Solicitors, St Michael's Court, St Michael's Lane, Derby, DE1 3HQ. - For the attention of: Jane Aves. Tel: 01332 340211.

Viewing

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By arrangement with our Joint Auctioneers Bagshaws Residential, 14 The Square, Mickleover, Derby, DE3 0DD. Tel: 01332 518844.

*Guide Price £140,000 - £160,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Opportunity to acquire these three well presented one bedroom flats in the great location of Skegness
 Skegness is conveniently located for it's great attractions, beaches, local amenities and facilities

Apartments 1, 2 & 3, 17 Sea View Road, Skegness, Lincolnshire PE25 1BW





Description:

Situated in the seaside resort location of Skegness are these three well presented, one bedroom, self contained apartments set over one floor located on the first floor, ideal for an investment opportunity. Two of flats are presently used as holiday lets at £45 per night and the other being occupied by the owner. They all benefit from being within close proximity to Skegness beach front and also it's many local amenities to include, schools, shops, restaurants as well as Skegness Pier. The apartments comprise of their own utilities as well as bathroom and spacious open plan living/kitchen/dining area and do come with communal parking. Apartment two and three are connected via a interlinking hallway and therefore could be used as one apartment as shown in the floor plan.

Accommodation:

Ground Floor: Own communal entrance for each flat. First Floor: Flat one: Open plan kitchen, living and dining area, bedroom, en-suite shower room. Flat two: Open plan kitchen, living and dining area, bedroom, en-suite shower room. Flat three: Open plan kitchen, living and dining area, bedroom, en-suite shower room. Exterior: Allocated parking for each flat.



Flat one: Energy Efficiency Rating D with a total floor area of 355.21 sq ft / 33 sq m.

Flat two: Energy Efficiency Rating C with a total floor area of 322.92 sq ft / 30 sq m.

Flat three: Energy Efficiency Rating D with a total floor area of 258.33 sq ft / 24 sq m.

Tenure

Leasehold - around 115 years as well as 1/4 share of the management company (please refer to the legal pack for more information)

Vendor's Solicitors

Fisher Dewes Solicitors, 2 Bolebridge Street, Tamworth B79 7PA. For the attention of: John O'Connor - Tel: 01827 58391.

Viewing

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By arrangement with our Joint Auctioneers: William H Brown, 20 Roman Bank, Skegness, Lincolnshire, PE25 2RU. Tel: 01754 768311.

*Guide Price £140,000

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



An individual building plot with delightful views over the River Trent and beyond
 Outline planning permission has been granted for the erection of a detached dwelling

Land adjacent to 98 Newton Road, Burton-on-Trent, Staffordshire, DE15 0TR



Description:

Situated in a truly delightful position with views over the River Trent and beyond is possibly the last opportunity to erect a individual home in this river bank-side position and is offered with outline planning permission granted for the erection of a detached dwelling including means of access and felling of ash tree (T5 of TPO 91) planning ref no: P/2017/01022 via East Staffordshire Borough Council. Land measurement of 0.188 acres subject to measured survey. The following have also been undertaken.. Ecological Assessment Flood Risk Assessment Phase 1 Habitat Survey Sequential Test Topographical Survey Tree Survey



Tenure Freehold

EPC

Energy Efficiency Rating Not Applicable

Vendor's solicitors

Astle Paterson Solicitors, Clay House, Horninglow Street, Burton on Trent, Staffs, DE14 1NG. Tel: 01283 531366.

Viewing

By arrangement with our Joint Auctioneers John German, 129 New Street, Burton Upon Trent, DE14 3QW. Tel - 01283 512244

*Guide Price £65,000

*Please refer to important notice at the front of this catalogue re guide and reserve prices

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Apartment G21 41 Grosvenor Gate, Leicester, Leicestershire, LE5 0TL



Description:

Ideal investment opportunity to acquire this two bedroom, ground floor apartment situated in a converted historical Grade II listed building. The apartment is located in the popular location of Humberstone within Leicester which has a selection of amenities. The accommodation comprises of good sized living area with a walk in bay window to the front, modern styled fitted kitchen with integrated hob and oven together with a bathroom W/C as well communal parking.

Accommodation:

Ground Floor: Communal entrance hallway, entrance hallway, living room, kitchen, two bedrooms, bathroom W/C. Exterior: Communal parking.



Tenure

Leasehold - (please refer to the legal pack for more information)

EPC

Energy Efficiency Rating Not Applicable

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers Connells, 22-24 Halfords Street, Leicester, Leics, LE1 1JB. Tel - 0116 262 0022 *Guide Price £55,000 - £60,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

Lot 8

A two storey, three bedroom duplex apartment with it's own private entrance
 Situated in a popular location close to Skegness sea front and shopping facilities

140a Drummond Road, Skegness, Lincolnshire, PE25 3ES



Description:

Situated in the popular Lincolnshire coastal resort of Skegness along with easy access to Skegness sea front this two storey, three bedroom apartment which is set over the local Spar store benefiting from it's own entrance. Skegness renowned for it's popular seaside town attracting a large volume of tourists each year as well as including a comprehensive range of local shopping and leisure facilities. The property is presently let, however we have been unable to obtain a tenancy agreement.

Accommodation:

First Floor: Hallway, kitchen/diner, lounge. Second Floor: Landing, three bedrooms, bathroom W/C.



Tenure Leasehold - (please refer to the legal pack for more information)

EPC

Energy Efficiency Rating F with a total floor area of 1184.03 sq ft / 110 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 20 Roman Bank, Skegness, Lincolnshire, PE25 2RU. Tel: 01754 768311.

*Guide Price £35,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



140B Drummond Road, Skegness, Lincolnshire, PE25 3ES



Description:

Situated in the popular Lincolnshire coastal resort of Skegness along with easy access to Skegness sea front this two storey, two bedroom apartment which is set over the local Spar store benefiting from it's own entrance. Skegness renowned for it's popular seaside town attracting a large volume of tourists each year as well as including a comprehensive range of local shopping and leisure facilities. The property is presently let, however we have been unable to obtain a tenancy agreement.

Accommodation:

First Floor: Kitchen, hallway, store, dining room, utility, bedroom three, living room.

Second Floor: Landing, two bedrooms, bathroom W/C.



Tenure

Leasehold - (please refer to the legal pack for more information)

EPC

Energy Efficiency Rating F with a total floor area of 990.28 sq ft / 92 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 20 Roman Bank, Skegness, Lincolnshire, PE25 2RU. Tel: 01754 768311.

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



Outbuilding with change of use to two, two bedroom cottages along with a courtyard
 Located in a central position within Gainsborough with only a short walk to local shops

14

67 & 67a North Street, Gainsborough, Lincolnshire, DN21 2HP

Description:

Situated in the centre of Gainsborough close to many local shops and amenities can be found this range of outbuildings being formerly part of 80 - 82 Church Street, a Grade II listed property. The buildings come with Planning granted under West Lindsey District Council in 2007 as part of application - M06/P/1192 along with listed building consent - M06/P/1026 for the change of use to create two, two bedroom cottages, one set off a courtyard the other facing North Street. We understand that some works have already been started.

Accommodation:

67 North Street once completed will consist of: Lounge/kitchen, landing, two bedrooms and bathroom.

67a North Street once completed will consist of: Lounge/kitchen, landing, two bedrooms and bathroom. Exterior: Courtvard

Exterior. Courtyaru

Tenure

Freehold

EPC

Energy Efficiency Rating Not Applicable

Vendor's Solicitors

Dickinson Wood Solicitors, 28 South Parade, Doncaster, DN1 2DJ. Tel - 01302 329504. For the attention of - M Dickinson

Viewing

By arrangement with our Joint Auctioneers: Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296



*Guide Price £40,000 - £45,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Located in Derby city centre's historic Cathedral Quarter is this Grade II listed building
 This historic property is set over three floors, offering spacious office accommodation

41 St. Marys Gate, Derby, Derbyshire DE1 3JZ





Description:

Set in a diagonal position to Derby Cathedral can be found this delightful Grade II listed period property. The property was previously used as offices but now requires upgrading as well as offering great potential in this renowned location. St. Mary's Gate for many years was the centre of the professional business quarter in Derby. However, in recent years some of the properties have been converted/transferred back to residential homes. The heart of Derby is just a short walk away and offers an extensive range of shopping and leisure facilities.

Accommodation:

Ground Floor: Vestibule, reception hall, stairs to first floor, access to cellar, three offices, storage room, rear hallway, second stairs to first floor, kitchen, W/C.

First Floor: Landing with storage room off, three offices, one with a storage room off.

Second Floor: Landing, four offices, kitchen, W/C. Exterior: Passage way entry to a rear garden.



Tenure

Freehold

EPC

Energy Efficiency Rating Not Applicable.

Vendor's Solicitors

Simpson Solicitors, 16 Stanier Way, Wyvern Business Park, Derby, DE21 6BF. For the attention of: Emily Tobin. Tel: - 01332 424511

Viewing

By arrangement with our Joint Auctioneers: Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296



Located in a prominent position at the head of St. Mary's Gate within the Cathedral Quarter of Derby
 Grade II listed for it's architectural interest which was previously used as office accommodation

42 St. Marys Gate, Derby, Derbyshire DE1 3JZ





Description:

Positioned at the head of St. Mary's Gate opposite Derby Cathedral can be from this delightful Grade II listed period property. The property was previously used as offices but now requires upgrading as well as offering great potential in this renowned location. St. Mary's Gate for many years was the centre of the professional business quarter in Derby. However, in recent years some of the properties have converted/transferred back to residential homes. The heart of Derby is just a short walk away and offers an extensive range of shopping and leisure facilities. The main staircase also provides a fire escape to the neighboring property.

Accommodation:

Ground Floor: Entrance hallway, stairs to first floor, reception/office, stairs to first floor, rear hallway, W/C. First Floor: Landing, spacious office, stairs to the second floor.

Second Floor: Spacious office, W/C.



Tenure

Freehold

EPC

Energy Efficiency Rating Not Applicable.

Vendor's Solicitors

Simpson Solicitors, 16 Stanier Way, Wyvern Business Park, Derby, DE21 6BF. For the attention of: Emily Tobin. Tel: - 01332 424511

Viewing

16

By arrangement with our Joint Auctioneers: Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296



Great opportunity to acquire this four bedroom spacious semi-detached property
 Located in the popular location of Highbury Vale in Bulwell with an array of amenties

265 Broomhill Road, Nottingham, Nottinghamshire, NG6 9GG



Description:

Great opportunity to acquire this spacious four bedroom, three storey, semidetached property situated in the popular location of Highbury Vale which affords easy access to Bulwell town centre with its range of shopping facilities and public transport links. The property benefits from having two reception rooms, kitchen and separate utility room together with a ground floor shower room as well as a first floor bathroom. Outside sees a small enclosed forecourt and to the rear can be found an enclosed lawned garden and patio.

Accommodation:

Ground Floor: Entrance hallway, lounge, separate dining room, kitchen, separate utility room, ground floor shower room. First Floor: Landing, two bedrooms, bathroom W/C. Second Floor: Landing, further two bedrooms. Exterior: Front and rear gardens.



Tenure Freehold

EPC

Energy Efficiency Rating E with a total floor area of 1237.85 sq ft / 115 sq m.

Vendor's solicitors

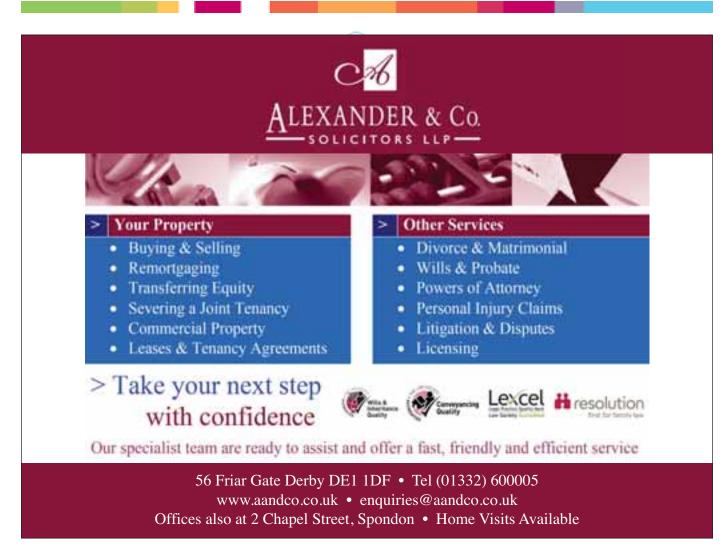
Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 263 Main Road, Bulwell, Nottingham, NG6 8EZ. Tel: 01159 753817.

*Guide Price Sold Prior

*Please refer to important notice at the front of this catalogue re guide and reserve prices





84 Victoria Street, Grantham, Lincolnshire, NG31 7BW



Description:

Situated close to Grantham town centre with its array of shopping and leisure facilities as well as Grantham train station and A1 is this three bedroom midterrace property. The property is well presented as well as a great investment opportunity and is currently being let on Assured Short Hold Tenancy with a rental value of £450pcm. The accommodation inside comprises of a lounge, kitchen, ground floor bathroom, three bedrooms and a rear courtyard garden. We are led to believe from the seller that the property has been underpinned, however we have not seen site of any paperwork to confirm this.

Accommodation:

Ground Floor: Lounge, inner hall, kitchen, ground floor bathroom. First Floor: Landing, three bedrooms. Exterior: Rear courtyard garden.



Tenure

Freehold - subject to tenancy.

FPC

Energy Efficiency Rating E with a total floor area of 807.29 sq ft / 75 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 63 High Street, NG31 6NN Tel: 01476 566363

*Guide Price £65,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices



A fantastic opportunity to acquire this unique two bedroom detached property Situated on a sought after road in Dudley with many surrounding amenities

Cawney Bank Lodge, 37 Oakham Road, Dudley, West Midlands, DY2 7TE



Description:

Situated on a sought after road in Dudley is Cawney Bank Lodge, a unique two bedroom detached property with a third potential storage room which could be also be used as a further child's bedroom. The property retains many old features and offers good sized accommodation throughout to include a lounge with a feature open fire & dining area, kitchen and separate oak panelled study along with oak floors. Outside of the property can be found a cobble paved enclosed courtyard which leads to a double integral garage.

Accommodation:

Ground Floor: Hallway, lounge/dining area, kitchen, oak panelled study along with oak floors. First Floor: Split level landing, bedroom one, bedroom two with an extra storage room, bathroom W/C. Exterior: Courtyard to front of the property, integral double garage.



Tenure Freehold

EPC

Energy Efficiency Rating F with a total floor area of 1151.74 sq ft / 107 sq m

Vendor's solicitors

Barcan & Kirby LLP, 111/117, Regent Street, Kingswood, Bristol BS15 8LJ. For the attention of: - Giles Woodward. Tel:- 01173252929

Viewing

By arrangement with our Joint Auctioneers Shipways Estate Agents, 216 High Street, Dudley, West Midlands, DY1 1PB. Tel - 01384238779

*Guide Price £160,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



11 Gardeners End, Rugby, Warwickshire, CV22 7RQ



Description:

Situated in a fairly small estate within driving distance to Rugby town centre with access to many local amenities as well as facilities including, shops, schools, Draycote waters and Draycote golf club, railway stations and also good transport links can be found this two bedroom, first floor apartment located in a modern block offering electric heating as well as double glazed windows where specified. The property is presently let out however we are unable to obtain a copy of the tenancy agreement.

Accommodation:

Ground Floor: Communal entrance, stairs, landing. First Floor Flat: Entrance, lounge, kitchen, two bedrooms, bathroom W/C.



Tenure

Leasehold - (please refer to the legal pack for more information)

EPC

Energy Efficiency Rating TBC

Vendor's solicitors

Quality solicitors Mewies, Clifford House, Keighley Road, Skipton, North Yorkshire, BD23 2NB. Tel: 01756 799000.

Viewing

By arrangement with our Joint Auctioneers Shipways Rugby, 24 Regent Street, Warwickshire, CV21 2PY. Tel - 01788 574641





> A former garden and orchard now with outline planning for one dwelling
 > Situated on the edge of a village location set between Bullbridge and Crich

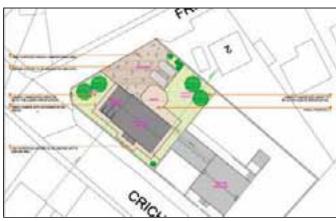
Land adjcent to 201 Crich Common, Fritchley, Belper, Derbyshire, DE56 2FL



Description:

A good sized corner plot with a stone walled boundary to the front and side is this enclosed parcel of land which was formerly an orchard as well as garden, now offered with outline planning for the erection of a detached dwelling granted on the 9th September 2016. Planning permission is via Amber Valley Borough Council, ref:- AVA/2016/0945. A range of local shops can be found within Crich together with a bus service which runs along the main road by the side of the plot. The village of Frichley benefits from it's own public house as well as primary school.

Accommodation: Not Applicable.



Tenure

Freehold

EPC Energy Efficiency Rating Not Applicable.

Vendor's solicitors

Pyms Solicitors, The Triangle, 131 Bridge Street, Belper, DE56 1BJ. Tel: 01773 822307.

Viewing

By arrangement with our Joint Auctioneers Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296

*Guide Price £110,000 - £120,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

 $^{>}$ Located in a great location within this historial part of Gainsborough is this grade II Listed property Part converted development will consist once finished of a retail unit, cottage and a two storey flat

80-82 Church Street, Gainsborough, Lincolnshire, DN21 2JR



Description:

An unfinished project, with some first & second works started however once finished, the project will comprise of a retail unit, cottage and a two storey flat. The property is set within the location of Gainsborough along with the property being grade II listed for its architectural interest. Planning and listed building consent has been granted for change of use by West Linsdey District Council - M106/P/1192 and listed consent number - M06/P/1026 in 2007.

Accommodation:

Accommodation once completed will consist of: Ground Floor: Retail shop unit, store, W/C. Three storey flat over: Ground floor entrance hall, landing, lounge, kitchen/diner, bedroom one, bathroom, second floor landing, two bedrooms. Cottage: Lounge/kitchen, first floor landing, one bedroom, bathroom, W/C. Exterior: Courtyard.



Tenure Freehold

FPC

Energy Efficiency Rating Not Applicable

Vendor's solicitors

Dickinson Wood Solicitors, 28 South Parade, Doncaster, DN1 2DJ. Tel -01302 329504. For the attention of - M Dickinson

Viewing

By arrangement with our Joint Auctioneers Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296

*Guide Price £50,000 - £55,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices

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> Unsual three bedroom period property in the delightful Peak District Park village of Youlgrave
 > Formerly a shop with a garage and accommodation over, which now has planning for residential use

Church Corner, Church Street, Youlgrave, Bakewell, Derbyshire DE45 1WL





Description:

Located in the thriving village of Youlgrave is this attractive Peak District property offering a great opportunity. The village is close to the confluence of Bradford Dale and Lathkill Dale well known for their natural beauty. The property was once one of the original village shops but now retains planning permission to be used as a dwelling house along with an integral garage and courtyard garden. The village has an array of amenities to include a school, playing field, shopping facilities, church, filling station, public houses and a doctors surgery.

Accommodation:

Ground Floor: Sitting room/dining room opens onto the kitchen, side hall, study and shower room.

First Floor: Landing/kitchen, three bedrooms and W/C. Exterior: Integral garage and courtyard.



Tenure Freehold

EPC

Energy Efficiency Rating F with a total floor area of 1140.97 sq ft / 106 sq m.

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ.

Vendor's Solicitors

For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers: Bagshaws Residential, Bridge Street, Bakewell, Derbyshire, DE45 1DS. Tel: 01629 814774.

*Guide Price Sold Prior

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



Three storey, three bedroom grade II listed end-terrace with shop below requiring refurbishment
 Situated in the heart of Sleaford town centre with it's many local amenities as well as facilities

8 Watergate, Sleaford, Lincolnshire, NG34 7PG



Description:

Situated in the heart of Sleaford town centre on Watergate is three bedroom, three storey grade II listed end terrace with a shop below (formerly Watergate Antiques and Collectibles). The property requires refurbishment throughout to bring it up to today's modern standards and still retains some of it's original features. An electrical rewire of all circuits was completed in April 2017 - (please refer to the legal pack for more information). Sleaford benefits from a good range of shopping and leisure facilities as well as local schools.

Accommodation:

Ground Floor: Former shop, lounge and kitchen to rear. First Floor: Landing, two bedrooms, bathroom W/C. Second Floor: Bedroom.





FPC

Energy Efficiency Rating Not Applicable

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 75 Southgate, Sleaford, Lincolnshire, NG34 7TA. Tel: 01529 303040.

*Guide Price £55,000 - £60,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Traditional styled, two bedroom, end town house within the popular location of Great Barr
 Requires modernisation however the property benefits from gardens and a garage

84 Spouthouse Lane, Birmingham, West Midlands, B43 5QA



Description:

Located in the popular area of Great Barr can be found this double fronted, two bedroom, end town house which requires some modernisation as well as updating and offers gardens and a rear garage. We are lead to believe the property has had structural movement/repair in the past and we are unable to confirm if this problem has been resolved. The property is located close to many local amenities to include, schools, shopping facilities, golf courses and wildlife areas.

Accommodation:

Ground Floor: Hallway, cloakroom, lounge, dining room, kitchen, rear hall, W/C.

First Floor: Landing, two bedrooms, shower room W/C. Exterior: Front and rear gardens along with rear garage.



Tenure Freehold

EPC

Energy Efficiency Rating D with a total floor area of 1517.71 sq ft / 141 sq m.

Vendor's solicitors

McClure Solicitors, 70 Wellington Street, Glasgow, G2 6UA. Tel:- 01475 888222. For the attention of:- Hayley Newton

Viewing

By arrangement with our Joint Auctioneers Shipways, 905 Walsall Road, Great Barr, Birmingham, West Midlands, B42 1TN. Tel - 0121 358 2281

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



> Two bedroom detached bungalow set back from the road with views of the school field to the rear
 > Situated in a great location close to the local school as well as access into Kimberley town centre

33 Hardy Street, Kimberley, Nottingham, Nottinghamshire, NG16 2JL



Description:

Set back from the road behind a wall and gate fronted boundary can be found this two bedroom detached bungalow with a range of brick outbuildings as well as a carport. The property benefits from different garden areas which can be found to the front, side and rear and views can also be taken over the school playing field adjacent. The property is within close distance of Kimberley town centre which is only a few minutes away and has a range of shops, heath services, a supermarket and many other local amenities.

Accommodation:

Ground Floor: Hall, lounge, kitchen, lean to conservatory, two bedrooms, bathroom/shower room W/C.

Exterior: gardens to the front, side and rear, outbuildings.



Tenure Freehold

EPC

Energy Efficiency Rating E with a total floor area of 592.02 sq ft / 55 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 39 Main Road, Kimberley, Nottingham, NG16 2NG. Tel: 01159 385062.

*Guide Price £100,000 - £120,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.





Former doctors surgery situated in a great located close to Nottingham city centre
 The property is suited for a variation of different uses subject to the appropriate planning and regulations

65-67 Sneinton Dale, Nottingham, Nottinghamshire NG2 4LG





Description:

Opportunity to acquire these two large buildings linked by a first floor walk way in the popular part of Sneinton along with easy access into Nottingham city centre with its extensive range of shopping and leisure facilities as well as transport links to include, trams, buses and trains. The property offers a variation of different uses subject to the appropriate planning and regulations. The two properties both have a mixture of different rooms between them to include treatment rooms, staff rooms and kitchenette to first floor as well as two separate W/Cs.

Accommodation:

Right Side Building - Ground Floor: Entrance porch, waiting room, reception area, inner corridor, six rooms, W/C, turn stairs to the first floor. First Floor: Split level landing, bridge walk way, three rooms.

First Floor: Split level landing, bridge walk way, three rooms. Left Side Building - Ground Floor: Entrance hallway, two rooms, stairs to first floor.

First Floor: Two rooms, kitchenette, separate W/C.



Tenure Freehold

EPC

Commercial Energy Efficiency Rating TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers: William H Brown, 20 Upper Parliament Street, Nottingham, NG1 2AG. Tel: 01159 587766.





46 Southwold Drive, Nottingham, Nottinghamshire, NG8 1PB



Description:

Situated in the popular location of Beachdale which affords easy access into Nottingham city centre together with convenient access to the ring road out towards the M1 motorway is this three bedroom, mid-terrace property. The properties internal accommodation comprises of a lounge, dining kitchen, ground floor bathroom and three bedrooms to the first floor. Outside of the property can be found gardens to the front and rear. The property is currently let to a long term tenant with a rental income of £450pcm.

Accommodation:

Ground Floor: Entrance hallway, lounge, dining/kitchen, rear lobby, ground floor bathroom W/C. First Floor: Landing, three bedrooms. Exterior: Front and rear enclosed gardens.



Tenure

Freehold - subject to tenancy.

EPC Epor

Energy Efficiency Rating TBC

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 263 Main Road, Bulwell, Nottingham, NG6 8EZ. Tel: 01159 753817.

*Guide Price £85,000 - £95,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

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Grade II listed period farm house along with a traditional brick built barn in need of renovation
 Situated in a great location in the centre of the village close to Sherwood Forest and Ollerton village

Yew Tree Farm & Tradtional Barn, Main Street, Kirton, Newark, Nottingham NG22 9LP





Description:

Great opportunity to acquire this Grade II listed farm house along with planning permission which has been granted for the renovation and repair of the property along with new vehicular access and removal of the redundant steel framed shed by Newark and Sherwood District Council under application number:- 16/00406/FUL in June 2016. The Village of Kirton with its 13th century historical parish church is set between Ollerton, Retford and Newark along with their conveniently located shops as well as local amenities. The renowned leisure area of Sherwood Forest is also located close by with it's many attractions close to hand. Please note that no internal viewings will take place on this property due to it's condition.Other land and barns available to rent Energy. Efficiency Rating Not Applicable.

Accommodation:

Ground Floor: Wash room, scullery, walk in pantry, kitchen, dining room, hall, lounge, bathroom. First Floor: Stair case one, landing, bedroom one, bedroom two, bedroom three, access to bedroom four, staircase two, landing two, bedroom five.

Exterior: Front and rear gardens as well as planning for driveway plus parking.



We have not carried out a heath and safety inspection and therefore cannot guarantee the safety and security of viewers and particular care should be taken when accessing exterior grounds, outbuildings and boundaries. All none conducted inspections should be made in day light hours and entering the site is entirely at the viewers risk.

Tenure

Freehold

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers: William H Brown, 47-48 Market Place, Newark, Nottinghamshire, NG24 1EG. Telephone 01636 640473

*Guide Price £120,000 - £150,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

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> Unique unusual detached property with a certificate for residential use or to be used for development
 > Located in the picturesque Derbyshire Dale village location of Ashbourne with it's many amenities

"Shedley Manor", Rodsley Lane, Yeaveley, Ashbourne, Derbyshire DE6 2DT





Description:

Tucked away on the edge of Yeaveley village can be found this unusual, unique detached country property on a substantial plot with views. The property was once formerly a spacious modern steel framed barn which has been partly converted. Some of the rooms have been used as accommodation but do not benefit from windows. The home does have a certificate of lawful use/development (ref: 06/00802/CLEUD) with Derbyshire Dales District Council granted on 12/11/2007. Standing in large grounds with a sweeping driveway passing a storage shed to a parking/turning area.

Accommodation:

Please note although many of the rooms have been titled on the floor plan however due to the construction stage windows/natural light points have not necessary been installed and therefore may not be able to be used for the purpose indicated at the present time. It is anticipated that once the windows/natural light points are installed the property could comprise of up to seven bedrooms, four reception rooms plus other accommodation to include a games room and music/ballroom.



Freehold

EPC

Energy Efficiency Rating E with a total floor area of 8019.11 sq ft / 745 sq m.

Vendor's Solicitors

Shakespeare Martineau, Gracechurch Street, London, EC3V 0HR. Tel:- 0207 264 4450.

Viewing

By arrangement with our Joint Auctioneers: Bagshaws Residential, 32 - 34 Cornmarket, Derby, DE1 2DG. Tel: 01332 542296





"Shedley Manor", Rodsley Lane, Yeaveley, Ashbourne, Derbyshire DE6 2DT











Lot 27

Opportunity to acquire this modern styled two bedroom mid terrace property with detached garage
 Conveniently located for excellent commuter links into Birmingham City Centre, M42 and M6

16 Birchtrees Drive, Birmingham, West Midlands, B33 0AF



Description:

Conveniently located for excellent commuter links into Birmingham City Centre as well as the M42 and M6 is this modern styled mid town house. The property would be an ideal investment opportunity for its great location. There are also good links to surrounding areas and also to Marston Green railway station. The property benefits from off road parking to the front along with a detached single garage. The accommodation inside comprises of lounge/diner, modern kitchen, two bedrooms and a first floor bathroom together with rear garden and patio area.

Accommodation:

Ground Floor: Lounge/diner, kitchen. First Floor: First floor landing, two bedrooms, bathroom. Exterior: Off road parking to the front and rear garden.





FPC

Energy Efficiency Rating D with a total floor area of 581.25 sq ft / 54 sq m.

Vendor's solicitors

Wallace Robinson & Morgan Solicitors, 17-19 Station Approach, Dorridge, Solihull, B93 8JA. For the attention of: Miss Asia Bi:- 01564 779393

Viewing

By arrangement with our Joint Auctioneers Burchell Edwards, 2-4 Hurst Lane, Castle Bromwich, Birmingham, West Midlands, B34 7HR. Tel - 0121 749 7888 *Guide Price £100,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.



Ideal investment opportunity which requires modernisation as well as refurbishment
 Situated in a popular location just off Pear Tree Road with many local amenities

7 Whiston Street, Derby, Derbyshire, DE23 8GL



Description:

Situated just off Pear Tree Road with it's many local amenities is this larger than average two/three bedroom end terrace. The property requires a scheme of modernisation as well as improvements to bring it up to today's modern day standards. The layout of the property comprises of kitchen to front aspect, good sized lounge, utility to rear and a patio styled garden. The property also benefits from UPVC double glazed windows and central heating where specified. Normanton Road which is located nearby is well known for its collective ethnic food stores, restaurants and religious centres.

Accommodation:

Ground Floor: Entrance hallway, kitchen, lounge, utility room. First Floor: Landing, two/three bedrooms, box room/dressing room, bathroom W/C. Exterior: Patio enclosed rear garden.



Tenure Freehold

EPC

Energy Efficiency Rating D with a total floor area of 893.4 sq ft / 83 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

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By arrangement with our Joint Auctioneers Bagshaws Residential, 32-34 The Cornmarket, Derby, Derbyshire, DE1 2DG. Tel - 01332 361308

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



Attractive terrace villa situated in a convenient location for Normanton and Cavendish shopping areas
 The property is in need of renovation works and offers good scope to become a lovely home

127 Crewe Street, Derby, Derbyshire, DE23 8QQ

Description:

Close to the popular area of Cavendish and Pear Tree Road with its wide range of shopping and leisure facilities is this two bedroom terrace villa property located on Crewe Street. The property is situated close to many local schools, amenities and transport links into Derby city centre as well as comprising of spacious living to include a lounge, dining room and two bedrooms as well as UPVC windows were specified. Religious centres are also close by along with the local tennis club as well as a park.

Accommodation:

Ground Floor: Entrance hall, lounge, dining room, kitchen. First Floor: Landing, two bedrooms, bathroom W/C. Exterior: Enclosed rear garden.

Tenure Freehold

.....

EPC Energy Efficiency Rating TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers: Bagshaws Residential, 32-34 The Cornmarket, Derby, Derbyshire, DE1 2DG. Tel - 01332 361308



*Guide Price £65,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices.

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212 Blue Bell Hill Road, Nottingham, Nottinghamshire, NG3 3EA



Description:

Situated close to Nottingham city centre is this bay fronted, mid-terrace, four bedroom, three storey property, ideal for an investment opportunity. The spacious flexible living accommodation comprises of a lounge, dining room, kitchen as well enclosed rear yard and bathroom W/C to the first floor. Nottingham benefits from excellent range of shopping and leisure facilities together with great transport links to include, buses, trams and trains.

Accommodation:

Ground Floor: Entrance hallway, lounge, dining room, kitchen. First Floor: Landing, three bedrooms, bathroom W/C. Second Floor: Landing, bedroom four. Exterior: Rear yard.



Tenure Freehold

FPC

Energy Efficiency Rating E with a total floor area of 1162.50 sq ft / 108 sq m.

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

By arrangement with our Joint Auctioneers William H Brown, 20 Upper Parliament Street, Nottingham, NG1 2AG. Tel: 01159 587766.

*Please refer to important notice at the front of this catalogue re guide and reserve prices.



Three bedroom detached property situated in the Derbyshire village of Roston
 The property requires modernisation throughout to bring to today's modern standards

Valley View, Shields Lane, Roston, Ashbourne, Derbyshire, DE6 2EF



Description:

Nestled in the Derbyshire hamlet of Roston close to Ashbourne is this traditional three bedroom, detached property which enjoys open views across the farmers fields. The property occupies a good sized plot and requires modernisation and improvement to bring up to today's modern standards. The internal accommodation comprises of lounge, kitchen, lean to conservatory with a bathroom off as well as gardens to all sides of the property. The village of Roston benefits from a country pub as well as a school and is located within easy access to Ashbourne.

Accommodation:

Ground Floor: Entrance porch, entrance hallway, lounge, kitchen, lean to conservatory, bathroom W/C. First Floor: Landing, three bedrooms. Exterior: Driveway, gardens to all sides as well as a garage.



Freehold

EPC Energy Efficiency Rating TBC

Vendor's solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. For the attention of: Mr Parminder Singh - Tel: 01332 346430.

Viewing

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By arrangement with our Joint Auctioneers Bagshaws Residential, 17 High Street, Uttoxeter, Staffordshire, ST14 7HP. Tel: 01889 567567.

*Guide Price £200,000 - £220,000 *Please refer to important notice at the front of this catalogue re guide and reserve prices. NOTES



thinking of **buying** or **selling** at auction? call the ONLY auction house based in Derby today on 01332 542298

next auction date

bagshaws residential

S Wednesday 28th November

Debit Card Form

PLEASE ENCLOSE PAYMENT FOR 10% DEPOSIT AND CONTRACT DOCUMENT CHARGE WHEN RETURNING TELEPHONE/PROXY BIDDING FORMS

PAYMENT METHOD

Please enclose cheques made payable to Bagshaws or complete the debit card form below. There is a £50 administration charge if deposit is paid by personal cheque.

I wish to pay by:	
	Expiry Date:
Print Name:	
Last 3 Digits on the back//	
Address:	

ADVICE FOR PROPERTY VIEWERS

Whilst Bagshaws Residential make every effort to ensure the safety and security of viewers at properties, we have not carried out a detailed Health & Safely inspection of properties in our auctions and cannot therefore guarantee the safety and security of viewers.

Prospective purchasers and bidders attend properties entirely at their own risk. Particular care should be taken when accessing cellars, attics, exterior grounds, outbuildings and boundaries. All non-conducted inspections of vacant sites should be made in daylight hours only and entry into such sites is entirely at the viewers risk.

Money Laundering Regulations

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (Money Laundering) came into force on 26 June 2017. Auctions are subject to the Money Laundering Regulations.

As a result, **all buyers** attending our auctions and transacting business with us must provide relevant documentation in order to prove their identity and place of residence. Buyers should note that these documents are required for these purposes only and copies are taken subject to all data protection regulations.

If you are attending the auction on behalf of a potential buyer, you must be able to provide proof of your own identity and residence and **certified copies** of the buyer's identity and residence. Certified copies must be of original documentation and bearing an **original signature** of the person certifying the document and signed as true certified copies. Only copies certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, NCCB regulated mortgage broker, certified accountant, teacher, doctor, minister of religion, post master or sub-postmaster. All of the above must be capable of being contacted by telephone by us prior to you buying and/or on the day of the auction.

documentation bidders/buyers must show us

If you conduct business with us and are a UK individual, the documents we can accept are listed below. We must verify your name and residential address and require two documents. One document must be from list A and one document from list B. You must allow us to copy this documentation for storage and filing for 5 years.

For UK trusts, companies and partnerships, occupational pension schemes, registered charities in England and Wales, local authorities or non-UK individuals you should contact us well in advance of bidding at the auction or buying to confirm the documentation we require.

List A - evidence of identity (including photograph)

- Valid passport
- Valid photo card driving licence (full or provisional)
- National Identity card (Non-UK Nationals)
- Firearms certificate
- Identity card issued by the Electoral office for Northern Ireland
- Inland Revenue (HMRC) registration card

List B - evidence of residence (and showing your name)

- The most recent utility bill (not mobile phone bill) it can be within 12 months if it is an annual bill
- Current council tax demand letter
- Valid photo card driving licence
- Bank statement or credit card statement dated within the last 3 months
- Mortgage statement issued within the last 12 months
- Council or housing association rent card for the current year
- Current tenancy agreement

queries and contacting us

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please contact the auctions team on 01332 542296 or email yasmin.ward@bagshawsresidential.co.uk.

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Authority form to bid on behalf of non-attending bidder

Please also sign and return the reverse side of this form

Bidder's Name (for contract purposes):		
Address:		
	Mobile:	
Solicitors Name:		
Address:		
Telephone No:		
	taff to hid on my bobalf on the terms and	

I hereby authorise Bagshaws Residential staff to bid on my behalf on the terms and conditions set out overleaf headed "Bidding by telephone or by a non-attending bidder form", which I confirm I have read, understood and signed. A copy of which is attached.

*I request that Bagshaws Residential first attempt to contact me on the telephone at the relevant time to enable me to bid myself. If a telephone link cannot be established for whatever reason, Bagshaws Residential are authorised to bid on my behalf under these terms (*Delete if telephone bid is not required).

The bid that I hereby authorise is:	
Auction Date:	
Lot No:	
Address:	
Maximum Bid:	f
	(words)
(The figure must be a definite one and not to be Any uncertainly could result in Bagshaws Reside	e calculated for example by reference to others bids such as one bid above anyone else's bids. ential not bidding).
There is a £50 administration charge if deposit is	paid by personal cheque.
I attach cheque for £	
words	
	a minimum deposit of £2,000) plus £995 inc VAT contract documentation fee posit is paid by personal cheque (No charge for debit card)
Signature of Bidder	Date
(Please also sign the reverse side of this form)	
If the person signing is not the bidder the signa	tory warrants that authority has been given by the bidder.
Name (please print)	
Address (if different from bidder)	
Telephone No	
Please note should there be any alteration to the margins.	the form and any mis-entries, which have to be corrected. These must be signed, in full, in

(37)

Terms and conditions to bid by telephone/letter

Please Note: Minimum deposit for each telephone bid is £2000

Anyone not able to attend the auction to make their own bids may utilise the facilities available for telephone, or written, bids on the following terms and conditions:

- (1) The bidder must complete a separate authority form for each Lot involved, and provide debit card details for 10% for the maximum amount of the bid for each Lot. Please note the minimum deposit for any telephone/proxy bid is £2,000 per Lot. There is a £50 administration charge if the deposit is paid by personal cheque.
- (2) The form must be sent to, or delivered to: Bagshaws Residential, 32-34 Cornmarket, Derby DE1 2DG to arrive before 6pm two working days prior to the start of that month's auction. It is the bidder's responsibility to check that the form is received by Bagshaws Residential and this can be done by telephoning the office.
- (3) The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue; the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have make enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction however the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- (4) In the case of telephone bids, at about the time that the Lot comes up for auction, attempts will be made to contact the bidder whom may then compete in the bidding up to the maximum of the amount authorised in the completed authority form.

The Auctioneers will not bid beyond the maximum authorised amount except by prior written arrangement.

(5) In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Bagshaws Residential will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.

- (6) In the case of written bids, Bagshaws Residential staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Bagshaws Residential reserve to right not to bid.
- (7) While Bagshaws Residential will use best endeavours when bidding on behalf of a bidder, we cannot accept responsibility for any actions or inactions on our part on our part including errors, omissions or doubts whether in the bidding or in the failure to bid and we can give no warranty or guarantee accordingly whether about the bidding or about the failure to bid.
- (8) In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- (9) In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £2,000) and the balance of the deposit (if any) will be returned promptly to the bidder.
- (10) In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- (11) Once delivered to the auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- (12) The authority can only be withdrawn by notification in writing, delivered to the Auctioneer on the morning of the sale at the Auction venue, before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by the Auctioneer and without such a receipt the authority stands and any successful Contract is binding on the bidder.

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- (13) If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Bagshaws Residential staff as empowered under the telephone/written authority. Bagshaws Residential would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- (14) We are committed to preventing our services being used for the purposes of money laundering and in addition to asking you for proof of ID and address we carry out electronic ID verification of all vendors and purchasers. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. If you have any questions, please refer these to a member of the auction staff

I hereby confirm that I have read and understood the above terms and conditions to bid by telephone/letter

Signed:	 	 	
Date:			

Please sign this page and ensure the form overleaf is completed.

Memorandum of Sale

	Date of Auction		Lot			
The Property	Address					
Address			Postcode			
Seller						
The Sellers'	Firm					
Solicitors	Address					
				Postcode		
	Person Dealing			Tel No:		
Purchase Price	f	(words)				
Deposit (Min £2,000)	f	(words)				
Balance	£	(words)				
Exchange Date	Dated this	day of				
Completion Date		day of				
The Buyer(S)	Full Names					
	Address					
				Postcode		
	Tel Nos: Work		Home	Mobile		
The Buyers'	Full Names		Capacity			
Agent	Address					
				Postcode		
	Tel Nos: Work		Home	Mobile		
The Buyers'	Firm					
Solicitors	Address					
				Postcode		
	Person Dealing			Tel No:		
Declarations	I / we the above named Buyer(s) hereby acknowledge that I / we have today purchased the Property described above and ir the attached particulars and have paid to the Auctioneer's the above mentioned deposit in part payment of the above mentioned purchase price.					
	I / we confirm that the above mentioned Buyers' Conveyancer is the person duly authorised to accept notices on behalf of the Buyer(s) for the purposes of the General and Special Conditions.					
	I / we acknowledge my / our agreement to pay the remainder of the purchase price and to complete the purchase in accordance with the annexed General and Special Conditions of Sale and any relevant entry on the Addendum.					
	It is further acknowledged and warranted that I as the person who bid for the Property and have signed this Memorandum if not the Buyer(s) named above have authority to act on behalf of the Buyer(s).					
	I have read, understand and agree to the page at the beginning of this catalogue headed 'Important Notice' and the section entitled Conduct of the Auction printed at the rear.					
	We, as Agents for the Se	ller, hereby confirm the sale a	-	eceipt of the above mentioned deposit in accordance vant entry on the Addendum.		

Signed by the Buyer or on his behalf _

Signed by and on behalf of the Auctioneers as Agents for the Vendors _

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COMMON AUCTION CONDITIONS (EDITION 3, AUGUST 2009) REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections: GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions...

AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

GLOSSARY

GLOSSARY	
This glossary applies to the auction conduct conditions and the sale conditions.	FINANCIAL CHARGE
Wherever it makes sense:	A charge to secure a loan or other financial indebtness (not including a rentcharge).
 singular words can be read as plurals, and plurals as singular words; 	GENERAL CONDITIONS
 a "person" includes a corporate body; words of one gender include the other genders; 	That part of the sale conditions so headed, including any extra general conditions.
 references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction 	INTEREST RATE
or the contract date (as applicable); and	If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest
where the following words are printed in bold type they have the specified meanings.	rate will also apply to judgment debts, if applicable.)
ACTUAL COMPLETION DATE	LOT
The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.	Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed the
ADDENDUM	sell and the buyer to buy (including chattels , if any).
An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to	OLD ARREARS
the catalogue, a written notice from the auctioneers or an oral announcement at the auction.	Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenan
AGREED COMPLETION DATE	(Covenants) Act 1995.
Subject to condition G9.3:	PARTICULARS
 a) the date specified in the special conditions; or b) if no date is specified, 20 business days after the contract date; 	The section of the catalogue that contains descriptions of each lot (as varied by any addendum).
but if that date is not a business day the first subsequent business day .	PRACTITIONER
APPROVED FINANCIAL INSTITUTION	An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United
Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise	Kingdom, any similar official).
acceptable to the auctioneers .	PRICE
ARREARS	The price that the buyer agrees to pay for the lot .
Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date . ARREARS SCHEDULE	READY TO COMPLETE
The arrears schedule (if any) forming part of the special conditions .	Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secure
AUCTION	on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent th
The auction advertised in the catalogue.	seller from being ready to complete.
AUCTION CONDUCT CONDITIONS	SALE CONDITIONS
The conditions so headed, including any extra auction conduct conditions.	The general conditions as varied by any special conditions or addendum.
AUCTIONEERS	SALE MEMORANDUM
The auctioneers at the auction . BUSINESS DAY	The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the
Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas	lot are recorded.
ny Day.	SELLER
BUYER	The person selling the lot . If two or more are jointly the seller their obligations can be enforced against them jointly of
The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly	against each of them separately.
the buyer their obligations can be enforced against them jointly or against each of them separately. CATALOGUE	SPECIAL CONDITIONS
The catalogue to which the conditions refer including any supplement to it.	Those of the sale conditions so headed that relate to the lot.
COMPLETION	TENANCIES
Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer	Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.
have complied with their obligations under the contract and the balance of the price is unconditionally received in the	TENANCY SCHEDULE
seller's conveyancer's client account.	The tenancy schedule (if any) forming part of the special conditions .
CONDITION One of the auction conduct conditions or sales conditions.	TRANSFER
CONTRACT	Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").
The contract by which the seller agrees to sell and the buyer agrees to buy the lot .	TUPE
CONTRACT DATE	The Transfer of Undertakings (Protection of Employment) Regulations 2006.
The date of the auction or, if the lot is not sold at the auction :	VAT
(a) the date of the sale memorandum signed by both the seller and buyer ; or	Value Added Tax or other tax of a similar nature.
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	VAT OPTION
mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond	An option to tax.
normal retrieval.	WE (AND US AND OUR)
DOCUMENTS	The auctioneers.
Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents	YOU (AND YOUR)
listed or referred to in the special conditions relating to the lot .	Someone who has a copy of the catalogue or who attends or bids at the auction , whether or not a buyer .

A A1 INTRODUCTION

Words in bold type have special meanings, which are defined in the Glossary A1.1 A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 OUR ROLE

A2.1 As agents for each **seller** we have authority to:

(a) prepare the catalogue from information supplied by or on behalf of each seller;

- (b) offer each lot for sale:
- (c) sell each **lot**;
- (d) receive and hold deposits; (e) sign each sale memorandum; and

(f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required

by these auction conduct conditions.

Our decision on the conduct of the auction is final A2 2

- We may cancel the **auction**, or alter the order in which **lots** are offered for sale. We may also combine or divide A2.3
- lots. A lot may be sold or withdrawn from sale prior to the auction. A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim

against **us** for any loss.

- BIDDING AND RESERVE PRICES A3 A3.1
- All bids are to be made in pounds sterling exclusive of any applicable VAT. We may refuse to accept a bid. We do not have to explain why. A3.2
- A3.3
- A3.4
- If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final. Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**. A3.5
- Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **sellers** 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 A3.6
- Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always - as the seller may fix the final reserve price just before bidding comm THE PARTICULARS AND OTHER INFORMATION mmences

A4

We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the A4.1 particulars is correct.

IMPORTANT NOTICE

- A prudent buyer will, before bidding for a lot at an auction: take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot; carry out usual searches and make usual enquiries;
- . check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
 have finance available for the deposit and purchase price;
 check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

- A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract. The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check A4.3
- that **you** have the correct versions. If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** A4.4
- are not responsible for the accuracy of that information or document THE CONTRACT A5
- A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to A5.1 you if you make the successful bid for a lot. You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if
- A5.2 applicable).
- You must before leaving the auction: A5.3

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

- (c) pay the deposit.
- A5.4 If you do not we may either

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

- THE DEPOSIT: A5.5
 - (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved** financial institution. The extra auction conduct conditions may state if we accept any other form of paymen We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received A5.6
- in cleared funds. A5.7
- If the **buyer** does not comply with its obligations under the **contract** then: (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default. Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.
- A5.8 A6 EXTRA AUCTION CONDUCT CONDITIONS

Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, A6.1 if less). A special condition may, however, require a higher minimum deposit

GENERAL CONDITIONS

Words in **bold type** have special meanings, which are defined in the Glossary The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

- THE LOT
- **G1.**1
- G1.2
- THE LOT The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the **special** conditions, or if not so described the lot is that referred to in the **sale memorandum**. The lot is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on completion. The lot is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial** charges: these the **seller** must discharge on or before **completion**. The lot is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**: G1.3 G1.4
- or from the documents:
 - or from the **documents**: (a) matters registered or capable of registration as local land charges; (b) matters registered or capable of registration by any competent authority or under the provisions of any statute; (c) notices, orders, demands, proposals and requirements of any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- G1.5
- G1 6
- highways or public health; (e) rights, easements, quasi-easements, and wayleaves; (f) outgoings and other liabilities; (g) any interest which overrides, within the meaning of the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and (i) anything the **seller** does not and could not 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 notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- The **lot** does not include any tenant's or trade fixtures or fittings. Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use. The **buyer** buys with full knowledge of:
- G1.9
- (a) the **documents**, whether or not the **buver** has read them; and
- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not (b) the physical conductor the local what could reasonably be discovered on inspection of it, whether of not the buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
 (c) DEPOSIT
- The amount of the deposit is the greater of: G2.1
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price). G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept), and
 (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for
- the **seller**. There is a £50 administration charge if deposit is paid by personal cheque. Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if G2.3
- applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract. Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise. **BETWEEN CONTRACT AND COMPLETION** G2 4
- G2.5
- G3.
- Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract G3.1 date to completion and:

 - date to completion and:
 (a) produce to the buyer on request all relevant insurance details;
 (b) pay the premiums when due;
 (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 (e) under other in and in cared the insurance at complation, apply for a refund of premium and (subject to buyer to buyer). (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to

 - (e) Unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
 - completion
- No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** G3 2 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. Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to complete.
- G3 3 G3 /
- TITLE AND IDENTITY
- G4.1
- Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and
- may raise no requisition or objection except in relation to any matter that occurs after the **contract date**. If any of the **documents** is not made available before the **auction** the following provisions apply: G4.2
 - If any of the documents is not made available before the auction the following provisions apply:
 (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 (b) If he lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 (c) If he lot is not registered land the seller is to give to the buyer within five business days an abstract or other the lot is being sold.
 - epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined
 - a good root of title more than fifteen years old) and must produce to the **buyer** the original or an example of every relevant **document**. (d) If title is in the course of registration, title is to consist of certified copies of: (i) the application for registration of title made to the land registry; (ii) the **documents** accompanying that application; (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iii) evidence that all applications stamp duty land tax relating to that application has been pade, and
 (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer
 any requisitions raised by the land registry and to instruct the land registry to send the completed
 registration documents to the **buyer**.
 (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business
 days** after that information has been given to the **buyer**.
 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the
 transfer shall constrained).
- G4.3 transfer shall so provide):
 - (a) the ovenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend
 - (a) the overlaint set out in section 5 of the Eart of https://www.interfaction.com/section/sec
- property G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract
- G4 5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior
- The seller does not have to produce, not have buyer or to be made a requisitor in relation to, 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 Land Registry Rules when making application for registration of the transaction to which the G4.6 conditions apply.
- G5. TRANSFER
- G5 1
- Unless a form of transfer is prescribed by the special conditions: (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the
- senter, and (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer. If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer G5.2

- is specifically to covenant in the **transfer** to indemnify the **seller** against that liability. The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer COMPLETION** G5.3
- G6. Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, G6.1
- G6.2
- G6.3
- G6 4
- 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. Payment is to be made in pounds sterling and only by: (a) direct transfer to the seller's conveyancer's client account; and (b) the release of any deposit held by a stakeholder. Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account. If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day. Where applicable the contract remains in force following completion. NOTICE TO COMPLETE G6.5
- G6.6
- G7. NOTICE TO COMPLETE G7.1
- The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence. G7.2 The person giving the notice must be ready to complete.
- If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the seller has
 - (a) terminate the contract:
 - (a) remininate the deposit and any interest on it if held by a stakeholder;
 (b) claim the deposit and any interest on it;
 (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 G7.4 buver has: (a) terminate the **contract**: and
 - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
 - 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
 - (a) the **buyer** must return the provided and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- **G9.** G9.1 G9.2 Stakeholder, in applicable unless the senter is entitled to foreit the deposit under **Condition** G7.5. **LANDLORD'S UICENCE** Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies. 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. The seller must: (a) use all reasonable endeavours to obtain the licence at the seller's expense; and (b) enter into any authorised guarantee agreement properly required. G9.3
- G9.4
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements. (b) comply with the landiords lawful requirements. If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9. INTEREST AND APPORTIONMENTS G9.6
- G10.
- INTEREST AND APPORTIONMENTS If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date. Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds. G10.1 G10.2
- G10 3
- to which the **buyer** is liable to be apportioned at **actual completion date** unless: (a) the **buyer** is liable to pay interest; and (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:

ARREARS

preceding completion.

arrears

(b) give no details of any arrears

(a) so state; or

MANAGEMENT

G11.

G11.1

G11.2

G11 3

G11.4 G11.5

G11.6

G11.7

G11.8

G11.9

G12 G12.1 G12.2 G12.3

41

(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to

business days of the date when the amount is known.

arrears are given in the special conditions. Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

Part 3 Buyer not to pay for arrears Part 3 of this condition G11 applies where the special conditions

While any arrears due to the seller remain unpaid the buyer must

 (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; (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

Part 1 Current rent "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months

If on completion there are any arrears of current rent the **buyer** must pay them, whether or not details of those

Part 2 Buger to pay for arrears Part 2 Buger to pay for arrears Part 2 of this condition G11 applies where the special conditions give details of arrears. The buger is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the

(a) try to collect them in the broken contacts and a second of the broken contacts and the provided of the broken contacts and the broken

(d) if reasonably required, allow the seller's conveyancer to have on loan the conveyancer may reasonably required, (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the **buyer's** order;
(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
(f) if the **buyer** disposes of the lot prior to recovery of all arrears obtain from the **buyer's** successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

Where the seller has the right to recover arrears it must not without the buyer's written consent bring

This condition G12 applies where the lot is sold subject to tenancies. The seller is to manage the lot in accordance with its standard management policies pending completion. The seller must consult the buyer on all management issues that would affect the buyer after completion (such

The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and: (a) the seller must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability; (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer

ency proceedings against a tenant or seek the removal of goods from the lot

requires, or by reason of delay caused by the buyer

- **RENT DEPOSITS** This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to: (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller
- in respect of any breach; (b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

VAT

- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice
- any 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. TRANSER AS A GOING CONCERN Where the special conditions so state: G14 2
- G15.1
 - (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
- 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.
- G15.3
- and will hold be revoked before compression. 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 (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; (d) it is not buying the **lot** as a nominee for another person.
- G15.4
- (a) The buyer is to give to the seller as early as possible before the **agreed completion date** evidence: (a) of the **buyer's VAT** registration;
- (c) that the buyer has made a VAT option; and
 (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to: (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6
- (a) the seller's conveyance is found that the sale of the lot is not a transfer of a going concern then:
 (a) the seller's conveyance is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- CAPITAL ALLOWANCES G16
- This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot. The seller is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with G16 2
- The **buyers** claim for capital allowances. The value to be attributed to those items on which capital allowances may be claimed is set out in the **special** The G16.3
- conditions G16.4
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to (b) to inside an experimental of the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS
- The seller agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**. The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual** G17 1
- completion date.

LANDLORD AND TENANT ACT 1987 G18

- This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987. G18.1
- The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority G18.2 alifying tenants has not accepted the offer
- G19. SALE BY PRACTITIONER G19 1
- This condition G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**. The **practitioner** has been duly appointed and is empowered to sell the **lot**. Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to G19.3
- nclude a declaration excluding that personal liability. G19.4
- The **lot** is sold: (a) in its condition at **completion**;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee
 - and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** G26. is inaccurate, incomplete or missing. Where relevant:
- G19.5
 - (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the (b) the **sola** may induce the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a practitioner. TUPE

G20

- If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs annly
 - appy: (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

 - (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees.
 (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**. (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after
 - tion

ENVIRONMENTAL G21.

- 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 **lot** and has G21.1 G21.2
- given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition
- of the **lot**. The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**. G21.3 G22 SERVICE CHARGE

- This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions. No apportionment is to be made at completion in respect of service charges. Within two months after completion the seller must provide to the **buyer** a detailed service charge account for the service charge year current on completion showing: G28.4 G22.3 G29.
- - (a) service charge expenditure attributes to each tenancy;
 (b) payments on account of service charge received from each tenant;
 (c) any amounts due from a tenant that have not been received;

 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable

- G22.4 In respect of each **tenancy**, if the service charge account shows that:
 - (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the s charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
 - but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies
- In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the G22.5 expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the seller if it does not do so.

G23. RENT REVIEWS

- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before he actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably G23.3 practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

- (a) give to the **buver** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to G23.5
- any proposals the other makes in relation to it. When the rent review has been agreed or determined the buyer must account to the seller for any increased G23.6
- rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be eated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings. TENANCY RENEWALS

G24.

- This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part G24.1 Il of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the G24.3 buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

(a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five **business days** of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25 WARRANTIES

G27.1

G27.2

G28.

G28.1

G28.2

G28.3

G30.

42

NO ASSIGNMENT

interest under this contract.

the affected titles; and

and as soon as practicable: (a) apply for registration of the transfer;

(a) delivered by hand: or

he next **business day**.

EXTRA GENERAL CONDITIONS

1999

proprietor

REGISTRATION AT THE LAND REGISTRY

NOTICES AND OTHER COMMUNICATIONS

A communication is to be treated as received:

(b) when personally acknowledged, if made electronically;

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

(a) when delivered, if delivered by hand; or

be given to or by their conveyancers.

A communication may be relied on if:

Available warranties are listed in the special conditions G25.1

Where a warranty is assignable the **seller** must: G25.2

- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty;
- (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.

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's**

This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a

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

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

This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense

All communications, including notices, must be in writing. Communication to or by the seller or the buyer may

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

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale

memorandum) by a postal service that offers normally to deliver mail the next following business day.

but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on

A communication sent by a postal service that offers normally to deliver mail the next following **business day**

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

not place the seller in breach of its terms or expose the seller to any liability or penalty.

registrable disposition. The buyer must at its own expense and as soon as practicable: (a) procure that it becomes registered at Land Registry as proprietor of the lot;

(b) provide the seller with an official copy and title plan for the buyer's new title; and

will be treated as received on the second business day after it has been posted.

G25.3 If a warranty is not assignable the seller must after completion: (a) hold the warranty on trust for the **buyer**; and



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28th March	13th March	23rd March		
	16th April		12th April	
16th May	22nd May	4th May		3rd May
	26th June	15th June	14th June	
25th July	30th July	27th July		26th July
			2nd August	
26th September	17th September	14th September		27th September
	15th October	26th October	11th October	
28th November	12th November			
	17th December	14th December	6th December	6th December

Contacts:

For Bagshaws Residential, Derby Tel: 01332 542296 www.bagshawsauctions.co.uk

For Barnard Marcus, London Tel: 0208 741 8088 www.barnardmarcusauctions.co.uk

For Fox & Sons, Southampton Tel: 02380 338066 www.foxandsonsauctions.co.uk

For William H Brown Norwich Tel: 01603 598 975 www.williamhbrownauctions-norwich.co.uk

For William H Brown Leeds Tel: 01302 710490 www.williamhbrownauctions-leeds.co.uk

