



# AUCTIONS

## CHESTER AUCTION

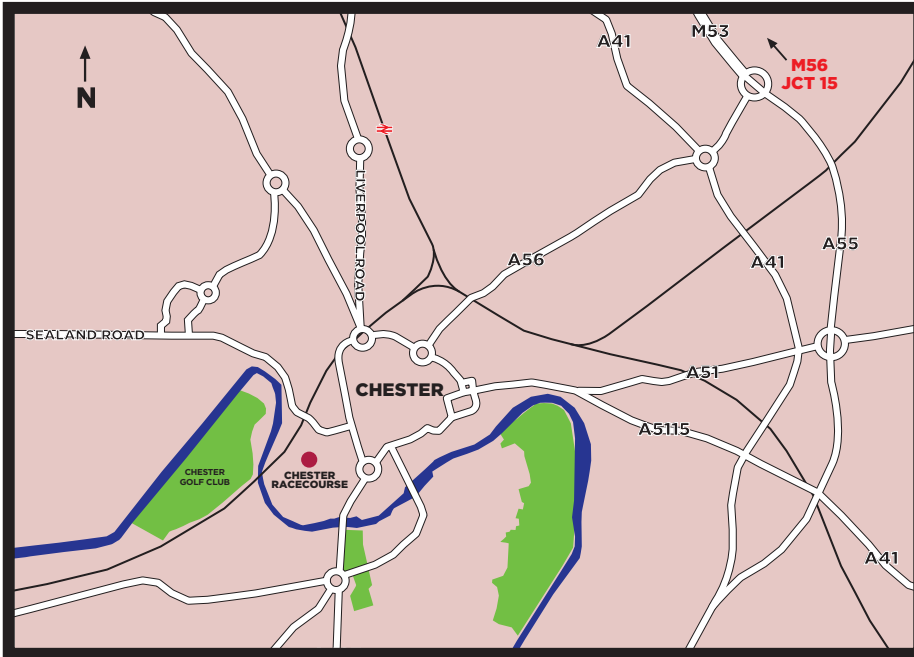
Wednesday **22nd February 2017** at **2.00pm**

Chester Racecourse, New Crane Street, Chester CH1 2LY

**01244 401 100**

[www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

# AUCTION VENUE



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

**Wednesday  
22nd February  
2017**

**Commencing  
2.00pm**

## PROOF OF IDENTITY & ADDRESS

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

**Original documents MUST be provided. Photocopies are NOT acceptable**

### TO PROVE IDENTITY

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

### EVIDENCE OF ADDRESS

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

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

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

## DEPOSITS

Deposits must be made in the form of either:

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

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room

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# REGISTRATION OF BIDDERS

You will be required to register before you can take part in the auction.  
This is a quick process and provides us with your name, address and telephone numbers, two forms of identification and your solicitor/conveyancer details.

## Registration form for intending bidders

AUCTION DATE:  /  /

BIDDERS NO:

### BIDDER DETAILS

Name(s):

Address:   
  
 Post Code

Telephone:

Email:

### BUYERS DETAILS

Name(s):

Address:   
  
 Post Code

Telephone:

Email:

### SOLICITORS/CONVEYANCER DETAILS

Name(s):

Address:   
  
 Post Code

Telephone:

Person Dealing:

### MEANS OF PAYING DEPOSIT

**Personal Cheque**

**Bankers Draft**

**Company Cheque**

**Debit/Credit Card**

**Building Society Cheque**

### MEANS OF IDENTIFICATION

**For Auctioneers use only**

**Passport**

**Driving Licence**

**Utility Bill**

**Bank Statement**

**Other (please state)**

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

# NOTICE TO BIDDERS

- 1.** Prospective purchasers are advised that sales are subject to (a) the Common Auction Conditions of Sale printed in the catalogue; (b) Special Conditions of Sale available on application to the Auctioneers; (c) any addendums or alterations made available for inspection; (d) any late amendments distributed in the room or made by the auctioneer from the rostrum.
- 2.** The successful purchaser will be required to pay the Auctioneers a buyers fee of £750.00 inc. VAT on exchange of contracts for each Lot purchased.
- 3.** Prospective purchasers should always check the amendment sheet on the day of the sale to see if there are any alterations or amendments to the particulars or special conditions on the property they are interested in bidding for. The catalogue has been prepared on the basis of information provided. In some cases, for whatever reason, verification has not been possible prior to printing. Consequently amendments may be made and the purchaser deemed to have full knowledge of them.
- 4.** It is deemed that prospective purchasers have inspected the property and have made the usual pre-contract searches and enquiries and are relying on their own knowledge and advice of their own professional or other adviser. The published information in the catalogue is not warranted and may need to be verified by inspection of the legal package generally only available after the catalogue has gone to press. Purchasers must satisfy themselves as to correctness of details of leases, tenancies, licences, rent payable, rent reviews, service charges, outgoing and other matters.
- 5.** Prospective purchasers are advised to check the Particulars of Sale printed in the catalogue to ensure they are satisfied to their accuracy in regard to measurements, areas and all other matters to which the properties are expressed to be subject to or have benefit of, and in respect to any measurements and areas referred to in these particulars are approximate only. Services or appliances included in the property have not been tested. Any statement by the Auctioneers' staff is without responsibility and is not a representation.
- 6.** Any photograph and plans shown in the Particulars of Sale are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are intended to depict the interest to be sold but are for identification only. The boundary lines and the numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Prospective purchasers must rely on inspection of the property concerned and the Special Conditions of Sale as to full descriptions and the extent of the relevant property to be sold. Such plans and photographs are expressly excluded from the contract of sale.
- 7.** Guide prices given by SDL Auctions to prospective purchasers cannot be accepted by the purchaser as representing a professional valuation for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. Prospective purchasers should satisfy themselves as to a possible purchase price.
- 8.** The vendors have the right to withdraw or sell their property at any time prior to the Auction. The Auctioneers or Vendors are not responsible for any abortive costs, losses or damages incurred by the prospective purchasers in respect of lots that are withdrawn or sold prior to Auction. Information as to prior sale or withdrawal of the Lot can be obtained from enquiry of the Auctioneers but is valid only up to the time of enquiry.
- 9.** Each bidder will be deemed to be personally liable on making an accepted bid even though he/she purports to act as an agent for the principal purchaser or purports to sign the Memorandum of Sale in a respective capacity.
- 10.** The successful bidder is under a Binding Contract as soon as the Auctioneers gavel falls on his/her bid. Immediately thereafter, the Purchaser will be handed the Purchasers slip by the Auctioneers Clerk which should be completed in full. This information will be used to draw up two copies of a Memorandum of Sale. The successful bidder must sign and exchange this memorandum with the Auctioneer's staff and provide a 10% deposit of the purchase price or the minimum deposit of £5,000 whichever is higher by cheque or bankers draft on an approved bank. The Purchaser will be required to prove identification. CASH DEPOSITS ARE NOT ACCEPTED.
- 10a.** If a successful purchaser wishes to remain in the sale room and bid for later lots before transferring to the contracts area, he/she shall be required to surrender to the auctioneers clerk one form of identity for retention by the auctioneers until such time as the memorandum of sale is completed.
- 11.** If the purchaser should fail or default in any of the above the Auctioneers as an agent for the vendor shall be entitled to treat the failure or default as a repudiation and rescind the contract. Thereafter the Auctioneer shall be entitled to resubmit the property for sale. The Vendor reserves the right to claim any loss he/she suffers as a result.
- 12.** Purchasers should be aware that they will not be entitled to the keys or access to the property (except by special arrangement) until completion date of the sale.
- 13.** The Auctioneers announcements at the commencement of the sale are an important part of the proceedings. Thereafter the Auction will proceed without delay and the Auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
- 14.** If a purchaser requires to complete the purchase of any particular lot prior to the stated completion date (where practical), he/she will be required to advise the auctioneers upon signing the memorandum. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.
- 15.** Energy Performance Certificates (EPC's) in respect of each property (where applicable) can be viewed/downloaded from our website: [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

## MESSAGE FROM THE AUCTIONEER



### Welcome to our first Chester Racecourse auction catalogue of 2017

This is our first auction of 2017 and is the first of six being held this year at Chester Racecourse.

We ended last year on a high with our rebrand to SDL Auctions and having raised over £7m for our vendor clients throughout the 12 months. 2017 looks to be even more exciting with more than 30 auctions across the country in the calendar including those in Chester, Birmingham, Derby, Nottingham, Leicester, Coventry and Stoke. All dates can be found on the back page of this catalogue.

In our auction this month we have 16 residential property, commercial property and land lots going under the hammer with \*guide prices starting at £20,000 - £25,000.

Amongst the lots going under the hammer are:

- **Lot 2: 7 Fairbank Street in Liverpool** - two bedroomed mid-terrace house which requires a scheme of improvements. The \*guide price is £39,000+.

- **Lot 3: 9 Briarfield Road in Ellesmere Port** - a recently refurbished two bedroomed mid-terrace property, ideal as a first time home or investment purchase. The guide price is £60,000 - £80,000.
- **Lot 6: 42 Exchange Street in Blackpool** - a large freehold end terrace property which has recently undergone some refurbishment works and is an ideal high yielding investment purchase. The guide price is £50,000+.
- **Lot 16: 52 Vernon Road in Chester** - a three bedroomed mid terrace property requiring a scheme of modernisation. The guide price is £120,000+.

If you're interested in any of the lots in this catalogue please visit our website to download the legal packs and view further property details. If you're not able to make it to the auction room on Wednesday 22nd February then you can submit a **Proxy, Telephone and Online Bidding Form** - found on page 25 of this catalogue - or you can watch the auction live from our website.

**We're already inviting entries to our next auction at Chester Racecourse on Tuesday 25th April, so if you'd like to arrange a free no obligation appraisal find me or a member of our auctions team in the auction room or call us on 01244 401 100.**



Edward Feather

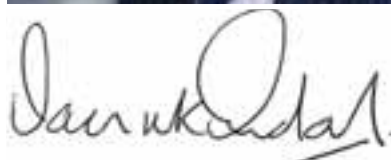
## COMMERCIAL PROPERTY MESSAGE

Welcome to our first property auction of 2017, where we are pleased to confirm that the commercial property market remains in buoyant mood with signs that there are many new investors entering the market looking to add some variety to their existing property portfolio.

In this auction we have a rare opportunity to acquire approx. 12.5 acres of mixed agricultural and woodland **south of Gelli Bant Picton Road, Penyffordd in Holywell (lot 12)**. The site includes a large purpose-built carving shed and we believe it would be ideal to redevelop for equestrian usage, subject to an appropriate planning permission.

The sale of commercial lots by auction is quick, certain - the price can't be renegotiated - and it's transparent, with increasing demand from buyers, now is a good time to sell by auction.

SDL Auctions is one of the biggest commercial auction houses in the UK and our experienced commercial auctions team is happy to provide an appraisal of any commercial property. Should you wish us to undertake an auction appraisal on your behalf call us on 01244 401 100.



Ian Tudor



# MEET THE SDL AUCTIONS TEAM

## The Directors



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**Edward Feather**  
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## VIEWINGS

We hold regular group viewings on our properties.  
If you are interested in attending a viewing please  
call the office on **01244 401 100**

**SDL** AUCTIONS

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# ORDER OF SALE & \*GUIDE PRICES

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

<b>1</b>	Oakfield View, Holway Road, Holywell, Clwyd	<b>£55,000 - £65,000</b>
<b>2</b>	7 Fairbank Street, Liverpool, Merseyside	<b>£39,000+</b>
<b>3</b>	9 Briarfield Road, Ellesmere Port, Cheshire	<b>£60,000 - £80,000</b>
<b>4</b>	Land formerly part of Cadlas Farm, Trelogan, Holywell, Flintshire	<b>SOLD PRIOR</b>
<b>5</b>	5 Derby Terrace, Greenfield, Holywell, Clwyd	<b>£40,000 - £50,000</b>
<b>6</b>	42 Exchange Street, Blackpool	<b>£50,000+</b>
<b>7</b>	Rosslyn, Brynford Road, Holywell, Flintshire	<b>£70,000 - £90,000</b>
<b>8</b>	Wern Cottage, Bryneglwys, Corwen, Denbighshire	<b>£60,000 - £70,000</b>
<b>8A</b>	84 Coed Efa, New Broughton, Wrexham	<b>£65,000+</b>
<b>8B</b>	Plot 1 Pine Street, Bolton, Greater Manchester	<b>£55,000+</b>
<b>9</b>	6 David Close, Prestatyn, Denbighshire	<b>£95,000+</b>
<b>10</b>	111 Crook Lane, Winsford, Cheshire	<b>£75,000+</b>
<b>11</b>	3 Weston Grove, Upton, Chester, Cheshire	<b>£200,000 - £250,000</b>
<b>12</b>	Land lying to the south of Gelli Bant Picton Road, Penyffordd, Holywell, Flintshire	<b>£75,000 - £95,000</b>
<b>13</b>	Flat A, 94-100 Wargrave Road, Newton-le-Willows, Merseyside	<b>£20,000 - £25,000</b>
<b>14</b>	Flat B, 94-100 Wargrave Road, Newton-le-Willows, Merseyside	<b>£20,000 - £25,000</b>
<b>15</b>	109 The Uplands, Palacefields, Runcorn, Cheshire	<b>£45,000 - £65,000</b>
<b>16</b>	52 Vernon Road, Chester, Cheshire	<b>£120,000+</b>

## AUCTION CATALOGUE MAILING LIST

FEB 17

**Following our acquisition by the SDL Group last year, the Humphreys of Chester auctions team has been integrated into the SDL brand and will now be known as SDL Auctions.**

We are holding six auctions in 2017 and to receive copies of our catalogues please fill in your details below and return it to:

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**A CHARMING, DOUBLE FRONTED, SEMI DETACHED HOUSE IN NEED OF A SCHEME OF REPAIR**

**PROPERTY DESCRIPTION:**

A charming, double fronted, semi detached house situated in an elevated position enjoying lovely uninterrupted views to the rear towards Wirral. Now in need of a scheme of repair, the spacious accommodation boasts generous room proportions including a dining kitchen measuring 19 feet in length. Well located close to Holywell Town Centre which offers a variety of amenities and facilities the property is offered with vacant possession, benefitting already from UPVC double glazing and central heating. Excellent opportunity.

**ACCOMMODATION:**

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

**First Floor:** Two bedrooms, bathroom.

**Outside:** Off street driveway parking, rear garden.

**AUCTIONEERS NOTE:** There is a buyers premium on this lot of £900 inc. VAT.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:** By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £55,000 - £65,000**



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



**MID TERRACE HOUSE FOR REFURBISHMENT**

**PROPERTY DESCRIPTION:**

A two bedroom mid terrace property located in the popular area of Wavertree, close to a number of local amenities and on the outskirts of Liverpool City Centre. The property now requires a scheme of improvement but affords majority UPVC double glazing, two separate ground floor reception rooms and two double bedrooms to the first floor. The property would make an excellent purchase for a local landlord looking to add to their portfolio or first time buyer looking for a home to which they can add some value.

**ACCOMMODATION:**

**Ground Floor:** Entrance vestibule, kitchen, living room, dining room, bathroom.

**First Floor:** Two bedrooms.

**Outside:** Small rear yard.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £39,000+**





**TWO BEDROOM MID TERRACE REFURBISHED PROPERTY**

**PROPERTY DESCRIPTION:**

Located within walking distance of Ellesmere Port Town Centre, close to a number of local amenities and facilities, including the new Chester University campus building is this two bedroom mid terrace property which has been recently refurbished. Offering well presented accommodation which includes full UPVC double glazing, a new gas central heating system and recently re-fitted kitchen this property would make an ideal first time home or investment purchase. Conveniently situated for access to either M53 or M56 motorway networks and the ever popular Cheshire Oaks outlet Village which is a mere 5 minute drive from the property. Both Chester and Liverpool are also within easy travelling distance.



**ACCOMMODATION:**

**Ground Floor:** Entrance porch, dining kitchen, living room.

**First Floor:** Two bedrooms, bathroom.

**Outside:** There is on street permit parking to the front of the property and a rear garden with double gates opening onto rear alleyway.



**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £60,000 - £80,000**



## LOT 4

## LAND FORMERLY PART OF CADLAS FARM, TRELOGAN, HOLYWELL, FLINTSHIRE

### A PARCEL OF FREEHOLD LAND BELIEVING TO EXTEND TO APPROXIMATELY 13.5 ACRES

#### PROPERTY DESCRIPTION:

A parcel of freehold land believing to extend to approximately 13.5 acres comprising land and dilapidated buildings on the edge of the Village of Trelogan. Benefitting from road frontage and gated access we are informed that approximately 10 acres of the land has been designated as SSSI (site of specific scientific interest).

The site could suit a variety of future uses, including some development potential although purchasers are advised to make their own enquires as to the suitability of the land for their intended purposes. Trelogan is a mainly residential area with some local amenities but is well situated for access to surrounding larger Towns such as Prestatyn and within convenient access of the A55 expressway.

**AUCTIONEERS NOTE:** There is a buyers premium on this Lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** N/A

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £75,000 - £95,000**



## LOT 5

## 5 DERBY TERRACE, GREENFIELD, HOLYWELL, CLWYD CH8 7HF

### END TERRACE PROPERTY REQUIRING UPDATING

#### PROPERTY DESCRIPTION:

A one bedroom end terrace property situated in Greenfield, on the outskirts of Holywell, within easy reach of local amenities and facilities. Now requiring some updating in parts this two storey property has been tenanted previously but is now being sold with vacant possession and would make an attractive first time home or buy to let purchase. Benefitting from double glazing the accommodation comprises Kitchen, Living Room, Bedroom and Bathroom. Externally there is a low maintenance rear garden. The Village of Greenfield is well served by public transport and the A55 expressway which offers access to the major motorway networks is within easy travelling distance.

#### ACCOMMODATION:

**Ground Floor:** Kitchen, living room.

**First Floor:** Bedroom, bathroom.

**AUCTIONEERS NOTE:** There is a buyer's premium on this lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £40,000 - £50,000**



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**LARGE FREEHOLD END TERRACE PROPERTY**

**PROPERTY DESCRIPTION:**

A large freehold end of terrace property having undergone some recent refurbishment works, conveniently situated close to Blackpool Town Centre. Offering vacant possession, the property could make a high yielding investment purchase and affords large and versatile accommodation which we are informed includes two ground floor reception rooms along with a Kitchen and Utility Room and five first floor bedrooms and bathroom. Blackpool Town Centre is well served by a variety of shopping and recreational facilities whilst it's sea front attracts a number of tourist visitors throughout the year.

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, kitchen, two reception rooms, utility room.

**First Floor:** Five bedrooms, bathroom/W.C.

**Outside:** Rear courtyard.

**AUCTIONEERS NOTE:** At the time of our catalogue being published we have not yet inspected the property internally and therefore cannot verify the accommodation details which have been provided by the vendor.

**ENERGY EFFICIENCY RATING:** G

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £50,000+**







**SPACIOUS DOUBLE FRONTED DETACHED PROPERTY**

**PROPERTY DESCRIPTION:**

A double fronted, split level, detached property offering spacious internal accommodation which includes three double bedrooms and a large dining kitchen which overlooks the rear garden. Located within walking distance to Holywell Town Centre and benefitting from gas central heating and double glazing, this two storey property is ready for immediate occupation but has the potential for some further updating in parts. The entrance level offers Living Room, three bedrooms and a bathroom whilst the lower ground floor houses a dining kitchen and two large store rooms which have the potential to be incorporated into further living accommodation (subject to any necessary regs and consents).

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, living room, three bedrooms, bathroom.

**Lower Ground Floor:** Dining Kitchen, two store rooms.

**Outside:** Rear garden

**AUCTIONEERS NOTE:** There is a buyers premium on this lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:** By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £70,000 - £90,000**



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



**CHARMING TWO BEDROOM END TERRACE COTTAGE**

**PROPERTY DESCRIPTION:**

A charming two bedroom end terrace cottage located in the semi rural Village of Bryneglwys, approximately 8 miles South of the historic Town of Ruthin and 6 miles North of Corwen. The property requires some completion works but would make a delightful Country property once fully renovated, either for an owner occupier or for investment purposes.

**ACCOMMODATION:**

**Ground Floor:** Kitchen, living room.  
**First Floor:** Two bedrooms, bathroom.  
**Outside:** Front garden

**AUCTIONEERS NOTE:** There is a buyers premium on this Lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** G

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £60,000 - £70,000**







**THREE BEDROOM TERRACE - VACANT**

**PROPERTY DESCRIPTION:**

A surprisingly spacious three bedroom property benefitting from UPVC double glazing and gas central heating, located within a residential area on the outskirts of Wrexham Town Centre. In need of some minor cosmetic refurbishment the property offers spacious room sizes with both the kitchen and living/ dining area measuring over 19 feet in length. Neutrally decorated throughout, the property would make an excellent investment purchase for either a first time or experienced landlord looking to add to their portfolio.

**ACCOMMODATION:**

**Ground Floor:** Kitchen, living room.

**First Floor:** Three bedrooms, bathroom, w.c.

**Outside:** Rear garden

**ENERGY EFFICIENCY RATING:** C

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

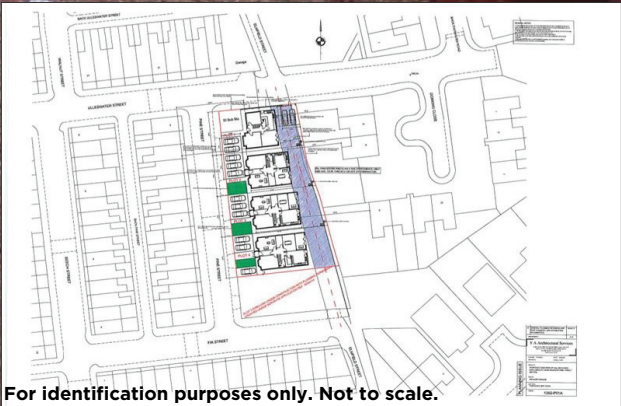
**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £65,000+**







For identification purposes only. Not to scale.

**FREEHOLD RESIDENTIAL DEVELOPMENT LAND**

**DESCRIPTION:**

Vacant cleared parcel of freehold residential development land approximately 244 sq m (292 sq yds) which has planning consent for the erection of a detached five bedroom three storey executive house with gardens and driveway.

**PLANNING DETAILS:**

Planning consent was approved on the 14th October 2015 (Application Number 94840/15) for the erection of a new five bedroom detached three storey house on the land with gardens and driveway. Interested parties should consult direct with the Local Planning Office, Bolton Metropolitan Borough Council, Town Hall, Bolton, BL1 1RU. Tel: 01204 333333

**LOCATION:**

The land is located in a popular and an established residential location and Pine Street is accessed from Ulleswater Street and Fir Street which in turn link to Blackburn Road (A666). Bolton town centre is approximately 2 miles to the south.

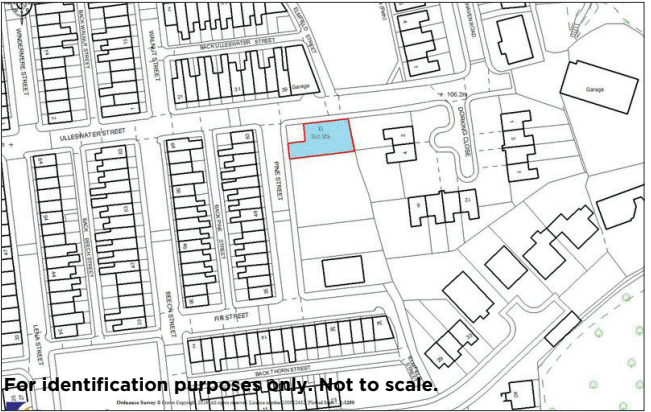
**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site or enquiries to the auctioneers - 01244 401100

**\*GUIDE PRICE £55,000+**



For identification purposes only. Not to scale.



For identification purposes only. Not to scale.

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**RECENTLY UPGRADED THREE BEDROOM DETACHED BUNGALOW**

**PROPERTY DESCRIPTION:**

A well presented three bedroom detached bungalow occupying a convenient position close to Prestatyn Town Centre which offers a wide variety of amenities and transport links. Having been comprehensively upgraded in recent years, including a recently installed boiler and UPVC double glazing throughout, this ready to move into bungalow is set on a good size plot and will offer vacant possession on completion.

**ACCOMMODATION:**

**Ground Floor:** Entrance porch, entrance hall, kitchen, living/dining room, three bedrooms, bathroom.

**Outside:** Driveway parking, low maintenance rear garden, detached brick built store.

**AUCTIONEERS NOTE:** There is a buyers premium on this lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £95,000+**





**THREE BEDROOM SEMI-DETACHED PROPERTY**

**PROPERTY DESCRIPTION:**

A three bedroom semi detached property having undergone some recent refurbishment works, conveniently situated close to Winsford Town Centre with local amenities and excellent transport links nearby. The property is accessed via the entrance door which leads to the hallway, through to the lounge diner and breakfast kitchen with stairs leading to the first floor. To the first floor are three bedrooms and bathroom. Externally the garden to rear is mainly laid to lawn.

**ACCOMMODATION:**

**Ground Floor:** Entrance hallway, lounge/diner, breakfast kitchen.

**First Floor:** Landing, three bedrooms, bathroom.

**Outside:** Enclosed rear garden mainly laid to lawn.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100



**\*GUIDE PRICE £75,000+**





**LARGE FOUR BEDROOMED SEMI DETACHED PROPERTY WHICH WOULD BENEFIT FROM REFURBISHMENT**

**PROPERTY DESCRIPTION:**

A large four bedroom semi-detached family home located in the desirable area of Upton, on the outskirts of Chester, within the catchment area for a number of local well renowned public and private schools. The property benefits from UPVC double glazing and gas central heating and whilst liveable in its current condition, a scheme of refurbishment is required but offers scope for improvement, alteration and extension (subject to any necessary consents).

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, kitchen, two reception rooms, study, utility room, w.c.

**First Floor:** Landing, four bedrooms, bathroom.

**Outside:** Driveway parking, detached garage, front and rear gardens.

**AUCTIONEERS NOTE:** The property is sold subject to an 8 week completion.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £200,000 - £250,000**



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

**APPROXIMATELY 12.5 ACRES OF MIXED  
AGRICULTURAL AND WOODLAND****PROPERTY DESCRIPTION:**

A rare opportunity to acquire approximately 12.5 acres of mixed agricultural and woodland occupying an elevated position and incorporating a large purpose built carving shed which could be suitable for a variety of future uses, subject to any planning consents. Enjoying convenient access directly from Picton Road, within half a mile from the A548 highway, much of the land offers far reaching coastal views and is within three miles of the nearest Town of Prestatyn and approximately 6 miles from the A55 expressway. The site, in our opinion, would be ideal for equestrian usage (subject to necessary permissions).

**SERVICES:** Interested parties are invited to make their own enquiries to the relevant authorities as to the availability of the services.

**AUCTIONEERS NOTE:** There is a buyers premium on this Lot of £900 inc VAT.

**TENURE:** Freehold

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £75,000 - £95,000**



## LOT 13

**FLAT A, 94-100 WARGRAVE ROAD, NEWTON-LE-WILLOWS, MERSEYSIDE WA12 9RJ**

### LARGE FIRST FLOOR SELF CONTAINED TWO BEDROOMED FLAT REQUIRING COMPLETION

#### PROPERTY DESCRIPTION:

Ideal development opportunity. Large first floor two bedroomed self contained flat which requires completion, but benefits from new upvc windows. The flat is situated close to train station with regular services to Manchester City Centre. The internal walls have been plastered but all other fixtures, fittings (including kitchen and bathroom) and flooring are required. The property provides an excellent opportunity for an investor or an owner occupier to purchase a blank canvas to decorate and fit to their own specification / requirements.

#### ENERGY EFFICIENCY RATING: F

**TENURE:** Leasehold. We believe the property will have a 125 year lease from completion.

#### VACANT POSSESSION UPON COMPLETION

#### VIEWING:

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £20,000 - £25,000**



## LOT 14

**FLAT B, 94-100 WARGRAVE ROAD, NEWTON-LE-WILLOWS, MERSEYSIDE WA12 9RJ**

### FIRST FLOOR TWO BEDROOMED SELF CONTAINED FLAT WHICH REQUIRES COMPLETION

#### PROPERTY DESCRIPTION:

Ideal development opportunity. Large first floor two bedroomed self contained flat which requires completion, but benefits from new UPVC windows. The flat is situated close to train station with regular services to Manchester City Centre. The internal walls have been plastered but all other fixtures, fittings (including kitchen and bathroom) and flooring are required. The property provides an excellent opportunity for an investor or an owner occupier to purchase a blank canvas to decorate and fit to their own specification / requirements.

#### ENERGY EFFICIENCY RATING: F

**TENURE:** Leasehold. Lease information We believe the property will have a 125 year lease from completion.

#### VACANT POSSESSION UPON COMPLETION

#### VIEWING:

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £20,000 - £25,000**





**A DECEPTIVELY SPACIOUS THREE/ FOUR BEDROOM BUNGALOW OFFERING EXTENSIVE INTERNAL ACCOMMODATION**

**PROPERTY DESCRIPTION:**

A deceptively spacious three/four bedroom bungalow offering extensive internal accommodation and benefitting from gas central heating and majority UPVC double glazing. Located in a popular residential location within easy access of local transport links and a variety of amenities close by this mid terrace property has been updated recently and would make an ideal purchase for either a local investor or owner occupier.

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, kitchen, living/dining room, sitting room/bedroom, three further bedrooms, bathroom, w.c.

**Outside:** Courtyard and driveway parking.

**AUCTIONEERS NOTE:** There is a buyers premium on this lot of £900 inc VAT.

**ENERGY EFFICIENCY RATING:** D

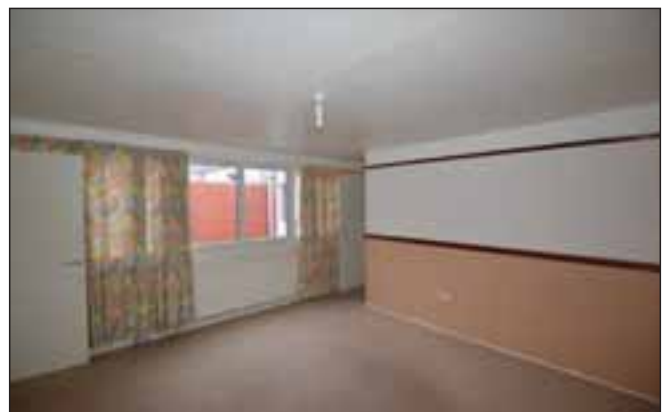
**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £45,000 - £65,000**





**LOOKING FOR YOUR NEXT PROJECT?**

**PROPERTY DESCRIPTION:**

A three bedroom mid terrace property requiring a scheme of modernisation located a stone's throw from Chester's main University campus and within easy walking distance of the City Centre. Benefitting already from UPVC double glazing and gas central heating this Victorian three storey house has been extended to the ground floor to provide a Dining Kitchen and has undergone an attic conversion. Sure to be of interest to local investors and developers the property offers considerable potential and could provide a strong rental income or re-sale value, on completion of the required works.

**ACCOMMODATION:**

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

**First Floor:** Two bedrooms, bathroom.

**Second Floor:** Attic bedroom.

**Outside:** On street parking to front and rear courtyard.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

By arrangement with the auctioneers - 01244 401100

**\*GUIDE PRICE £120,000+**



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



# INDEPENDENT INTRODUCER AGENTS

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



# PROXY, TELEPHONE AND INTERNET BIDDING FORM

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

## PROPERTY DETAILS

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

## BIDDER DETAILS

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

## BUYERS DETAILS

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

## BUYERS SOLICITORS DETAILS

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

Please also sign the reverse of this form

## PAYMENT DETAILS

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

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

Card Number  Valid from  Expires End  Issue

CSC  Name (as it appears on card)

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

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

# TERMS AND CONDITIONS FOR PROXY, TELEPHONE AND INTERNET BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

11. Prospective Buyers are advised to telephone SDL Auctions (tel: 01244 401 100) between 8.45am and 9.30am on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it. The prospective Buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective Buyer does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective Buyer's behalf or refuse to accept bids by or on behalf of prospective Buyers and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective Buyer as a result thereof.

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

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

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

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

Signature :

Date:



A PROPERTY PARTNER **YOU CAN TRUST**

AGENCY SURVEYING FINANCIAL SERVICES



[sdlgroupproperty.co.uk](http://sdlgroupproperty.co.uk)

# GLOSSARY

In the **conditions** wherever it makes sense

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

## **Actual completion date**

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

## **Addendum**

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

## **Agreed completion date**

Subject to **condition 9.3**:

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

## **Approved financial institution**

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

## **Arrears**

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

## **Arrears schedule**

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

## **Auction**

The auction advertised in the **catalogue**.

## **Auction conduct conditions**

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

## **Auctioneers**

The auctioneers at the **auction**.

## **Business day**

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

## **Buyer**

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

## **Catalogue**

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

## **Completion**

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

## **Condition**

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

## **Contract**

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

## **Contract date**

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

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

## **Documents**

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

## **Financial charge**

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

## **General conditions**

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

## **Guide Price**

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

## **Interest rate**

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

## **Lot**

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

## **Old arrears**

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

## **Particulars**

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

## **Practitioner**

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

## **Price**

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

## **Ready to complete**

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

## **Reserve Price**

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

## **Sale conditions**

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

## **Sale memorandum**

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

## **Seller**

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

## **Special conditions**

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

## **Tenancies**

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

## **Tenancy schedule**

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

## **Transfer**

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

## **TUPE**

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

## **VAT**

Value Added Tax or other tax of a similar nature.

## **VAT option**

An option to tax.

## **We (and us and our)**

The **auctioneers**.

## **You (and your)**

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

# Auction Conduct Conditions

## **1 Introduction**

1.1 Words in **bold** have special meanings, which are defined in the Glossary.

1.2 The **catalogue** is issued only on the basis that you accept these **auction conduct conditions**. They govern our relationship with you and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

## **2 Our role**

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

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

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

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

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

## **3 Bidding and reserve prices**

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

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

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

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

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

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

## **4 The particulars and other information**

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

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

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

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

## **5 The contract**

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

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

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

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

5.4 If you do not we may either:

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

5.5 The deposit:

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

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

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

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

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

## **6 Extra Auction Conduct Conditions**

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



# COMMON AUCTION CONDITIONS OF SALE

(Edition Three August 2009 reproduced with consent of RICS)

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

## 1. THE LOT

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

## 2. DEPOSIT

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

## 3. BETWEEN CONTRACT AND COMPLETION

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

## 4. TITLE AND IDENTITY

- 4.1 Unless condition 4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- 4.2 If any of the documents is not made available before the auction the following provisions apply:

- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
  - (i) the application for registration of title made to the land registry;
  - (ii) the documents accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

- 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- 4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

## 5. TRANSFER

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

## 6. COMPLETION

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

## 7. NOTICE TO COMPLETE

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

## 8. IF THE CONTRACT IS BROUGHT TO AN END

- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition 7.3.

## 9. LANDLORD'S LICENCE

- 9.1 Where the lot is or includes leasehold land and licence to assign is required this condition 9 applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- 9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- 9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- 9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- 9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition 9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition 9.

## 10. INTEREST AND APPORTIONMENTS

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

## 11. ARREARS

### Part 1 Current rent

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

### Part 2 Buyer to pay for arrears

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

### Part 3 Buyer not to pay for arrears

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

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

## 12. MANAGEMENT

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

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

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

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

## 13. RENT DEPOSITS

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

## 14. VAT

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

## 15. TRANSFER AS A GOING CONCERN

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

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

## 16. CAPITAL ALLOWANCES

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

## 17. MAINTENANCE AGREEMENTS

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

## 18. LANDLORD AND TENANT ACT 1987

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



## 19. SALE BY PRACTITIONER

19.1 This condition 19 applies where the sale is by a practitioner either as seller or as agent of the seller.

19.2 The practitioner has been duly appointed and is empowered to sell the lot.

19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.

19.4 The lot is sold:

- (a) in its condition at completion;
- (b) for such title as the seller may have; and
- (c) with no title guarantee;

and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

19.5 Where relevant:

(a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and

(b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.

## 20. TUPE

20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

(a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.

(b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

## 21. ENVIRONMENTAL

21.1 This condition 21 only applies where the special conditions so provide.

21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.

21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

## 22. SERVICE CHARGE

22.1 This condition 22 applies where the lot is sold subject to tenancies that include service charge provisions.

22.2 No apportionment is to be made at completion in respect of service charges.

22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

22.4 In respect of each tenancy, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;

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

but in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.

22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

## 23. RENT REVIEWS

23.1 This condition 23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

23.4 The seller must promptly:

(a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

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

23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

## 24. TENANCY RENEWALS

24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

24.4 Following completion the buyer must:

(a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

## 25. WARRANTIES

25.1 Available warranties are listed in the special conditions.

25.2 Where a warranty is assignable the seller must:

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

(b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

25.3 If a warranty is not assignable the seller must after completion:

(a) hold the warranty on trust for the buyer; and

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

## 26. NO ASSIGNMENT

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

## 27. REGISTRATION AT THE LAND REGISTRY

27.1 This condition 27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:

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

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

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

27.2 This condition 27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:

(a) apply for registration of the transfer;

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

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

## 28. NOTICES AND OTHER COMMUNICATIONS

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

28.2 A communication may be relied on if:

(a) delivered by hand; or

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

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

28.3 A communication is to be treated as received:

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

(b) when personally acknowledged, if made electronically;

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

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

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

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

**Chester**

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

01244 401 100

**Birmingham**

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

0121 233 5046

**Leicester**

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

0116 254 9654

**Coventry**

Wednesday 29th March

0247 699 2412

**Derby**

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

01332 242 880

**Nottingham**

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

0115 958 8702

**Stoke**

Friday 27th January

01782 481 232

