



**GRAHAM
PENNY**

DERBY AUCTION

Thursday **21st July 2016** at **11.30am**

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

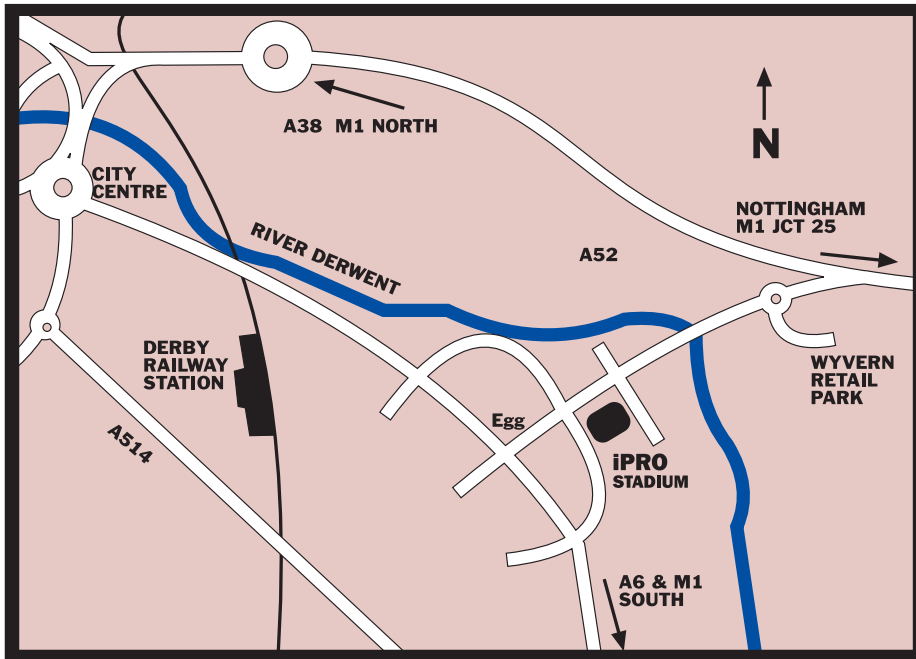
**NOW
PART OF
THE SDL
GROUP**



01332 242 880

www.sdlgrahampenny.co.uk

Auction Venue



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

Thursday 21st
July 2016
Commencing
11.30am

Proof of identity & address

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

Original documents MUST be provided. Photocopies are NOT acceptable

TO PROVE IDENTITY

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

EVIDENCE OF ADDRESS

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

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

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

DEPOSITS

Deposits must be made in the form of either:

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

Can't make the next auction?



Now you can bid live online!

Visit: www.sdlgrahampenny.co.uk/onlinebidding

SDL Graham Penny is now offering online bidding for all auctions in Derby, Nottingham and Leicester.

**FREE service • Watch and listen to our live video and audio feeds as you bid
• Bid in real time • Telephone bidding and proxy bidding still available**

Please note: bidders are required to register online at least 24 hours ahead of the auction.

Derby
01332 242880
derby@sdlgrahampenny.co.uk

Nottingham
0115 958 8702
nottingham@sdlgrahampenny.co.uk

Leicester
0116 254 9654
leicester@sdlgrahampenny.co.uk



www.sdlgrahampenny.co.uk

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):	<input type="text"/>
Address:	<input type="text"/> <input type="text"/> <input type="text"/>
	<input type="text"/> Post Code <input type="text"/>
Telephone:	<input type="text"/>
Email:	<input type="text"/>

BUYERS DETAILS

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

SOLICITORS/CONVEYANCER DETAILS

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

MEANS OF PAYING DEPOSIT

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

MEANS OF IDENTIFICATION

For Auctioneers use only

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

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

Notice to Bidders

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

Message from the Auctioneer



Welcome to our July Derby catalogue

We have reached the half-way point in our annual auction calendar with this, our fourth Derby auction of 2016.

So far this year we have seen hundreds of happy vendors in our auction rooms across the East Midlands as we've reached our current total of more than £32m in sales. And it's not just our vendors who have enjoyed our results recently, our buyers too have been celebrating securing the lot they had their eye on with the gavel falling on over 300 lots up to June.

For our Derby July auction we have another busy catalogue of 67 entries from residential properties and commercial units to mixed use premises and development land.

Amongst the lots going under the hammer on Thursday 21st July at the iPro Stadium are:

- **LOT 1: 123 Cameron Road in Derby** - a two double bed roomed mid-terraced property with a guide price of £54,000+.

- **LOT 12: 21 Cambridge Street in Spondon** - a two bed roomed semi-detached property which requires a scheme of modernisation and improvement and which has a guide price of £65,000+.
- **LOT 43: 129 Woodlands Road in Stanton, Burton-on-Trent** - a double fronted two/three bed roomed period occupying a delightful semi-rural location with countryside views. The guide price is £45,000+.
- **LOT 54: 2 Magdala Cottages in Duffield** - a charming one bed roomed mid-terraced brick-built cottage opposite the old Duffield Castle grounds and with a guide price of £78,000+.

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 Thursday 21st July then you can submit a **Proxy, Telephone and Online Bidding Form** - found on page 49 of this catalogue - or you can watch the auction live from our website.

We're already inviting entries to our next Derby auction on Thursday 8th September so if you'd like to arrange a free no obligation appraisal see Robert Stone or Andrew Parker in the auction room or call us on 01332 242 880.

Our next auction is in Leicester at the King Power Stadium on Thursday 11th August. We then travel back to Derby's iPro Stadium on Thursday 8th September before heading down the A52 to Nottingham Racecourse on Thursday 15th September.

Andrew Parker

GRAHAM PENNY
AUCTIONS

is now



GRAHAM
PENNY

Following our acquisition by the SDL Group earlier this year, Graham Penny Auctions has been integrated into the £60m a year turnover SDL brand and will now be known as SDL Graham Penny.

NEW NAME, NEW LOOK, SAME TEAM.

Meet the SDL Graham Penny team

The Directors



Andrew Parker
Managing Director & Auctioneer



Graham Penny
Auctioneer

The Valuers



Robert Stone
Senior Valuer



Vejay Pal
Senior Valuer



Carl Finch
Senior Valuer

The Derby team - 01332 242 880 - derby@sdlgrahampenny.co.uk



Alison Jeffery
PA to Andrew Parker



Naomi Fearn
Auction Negotiator



Emma Holness
Auction Negotiator



Sam Rashid
Auction Negotiator



Emily Waterland
Auction Negotiator

The Nottingham team - 0115 958 8702 - nottingham@sdlgrahampenny.co.uk



Abigail Selwood
Office Manager



Ruth Allen
PA to Vejay Pal



Sarah Miles
Auction Negotiator



Laura Annable
Auction Negotiator



Jayne Harrison
Auction Negotiator

The Leicester team - 0116 254 9654 - leicester@sdlgrahampenny.co.uk



Rachael Parker
Auction Negotiator



Laurelle Williams
Auction Negotiator



Kate Bass
Auction Negotiator

Order of Sale & *Guide Prices

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

1	123 Cameron Road, Derby	£54,000+	35	71 Shrewton Road, Chitterne	£180,000+
2	92 Randolph Road, Derby	£55,000+	36	31 Kirkhill, Shepshed, Loughborough	£350,000
3	193 Shaftesbury Crescent, Derby	£49,000+	37	22 Bridgeland Road, Loughborough	£95,000+
4	8 Bainbrigge Street, Derby	£55,000+	38	95 High Street, Uttoxeter	£69,000+
5	Garage & Land adj 57 Livingstone Road, Derby	£12,000+	39	Dove Bank, Marston Bank, Uttoxeter	£280,000+
6	9 Webster Street, Derby	£65,000+	40	6 Victoria Road, Burton	£200,000+
7	3 Northway Drive, Great Northern Road, Derby	£77,000+	41	77 Reservoir Road, Burton	£179,000+
8	42 Mornington Ct (Flat 10), 42 Mount Carmel St, Derby	£39,000+	42	16 Laurel Grove, Stapenhill	£77,000+
9	12 Merchant Street, Derby	£69,000+	43	129 Woodlands Road, Stanton	£45,000+
10	87 St. Andrews View, Breadsall	£65,000+	44	Flat 106 Rivermead House, Derby	£57,000+
11	10 Tenby Drive, Oakwood	£79,000+	45	6 Hamilton Road, Derby	£53,000+
12	21 Cambridge Street, Spondon	£65,000+	46	258 Burton Road, Derby	£125,000+
13	11 Mitchells Terrace, Ilkeston	£56,000+	47	260 Burton Road, Derby	£125,000+
14	Allot Land, Butterley Gr, Ilkeston	£3,000+	48	Tanglewood Mill, Coke Street, Derby	£265,000+
15	70 Stanton Road, Ilkeston	£80,000+	49	63 Osmaston Road, Derby	£65,000+
16	52 Lord Haddon Road, Ilkeston	£125,000+	50	6 Brick Street, Derby	£78,000+
17	88, 89 & 90a Cotmanhay Road, Ilkeston	£140,000+	51	29 Redshaw Street, Derby	£127,000+
18	28 Market Street, Heanor	£70,000+	52	Dev Site adj 74 Westbury Street, Derby	£60,000+
19	1 Wellington Street, Long Eaton	£127,000+	53	Dev Site adj 105 Warner St, Derby	£110,000+
20	123-125 Derby Road, Long Eaton	£175,000+	54	2 Magdala Cottages, Milford Road, Duffield	£78,000+
21	58 Stainforth St, Mansfield Woodhouse	£60,000+	55	47 Chesterfield Road, Belper	£69,000+
22	25 Raglan Street, Eastwood	£58,000+	56	97 Fletcher Street, Ripley	£84,000+
23	30 Ashwell Street, Netherfield	£60,000+	57	25 Valley View Road, Riddings	£25,000+
24	Hall View, Chesterfield Road, Hardstoft, Pilsley	£280,000+	58	44 Warwick Road, Somercotes	£68,000+
25	7 Henry Street, Eckington, Sheffield	£58,000+	59	15 High Street, Somercotes	£39,000+
26	11 Williams Street, Manchester	£48,000+	60	Land at 47 & 51 The Hamlet, South Normanton	£50,000+
27	52 Southbank Road (GFA), Southport	£68,000+	61	249 Somercotes Hill, Alfreton	£40,000+
28	26 Burton Terrace, Leeds	£55,000+	62	17 Rugby Avenue, Alfreton	£56,000+
29	8 & 17 Cambridge Court, Newcastle-under-Lyme	£55,000+	63	162 Alfreton Road, Newton, Alfreton	Postponed
30	8 Gordon Terrace, Sunderland	£48,000+	64	Land adj 6 Hillside Park, Oakerthorpe	£90,000+
31	80 Bewick Crescent, Newton Aycliffe	£38,000+	65	The Pump House, Mickleover	£35,000+
32	27 Blackford Close, Halesowen	£150,000+	66	13 Ludgate Walk, Mackworth	£179,000+
33	26, 27, 28 High Street, Wellingborough	£60,000+	67	226 Chellaston Road, Shelton Lock	£70,000+
34	19 Sandon Close, Sandy, Bedford	£140,000+			

LOT 1 123 CAMERON ROAD, DERBY DE23 8RT

A two double bedroomed mid-terraced property with first floor accommodation arranged over the shared passageway. Internally the character accommodation which requires a scheme of modernisation has the benefit of sealed unit uPVC double glazing and gas central heating.

ACCOMMODATION:

Ground Floor: Dining room, inner lobby, lounge, kitchen.
First Floor: Landing, two bedrooms, bathroom.
Outside: Enclosed rear garden.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £54,000+**



LOT 2 92 RANDOLPH ROAD, DERBY DE23 8TE

A well presented and maintained two double bedroomed mid-terraced property with uPVC double glazing and gas central heating. The property occupies an established location surrounded by similar style properties extremely popular with first time buyers and landlords.

ACCOMMODATION:

Ground Floor: Lounge, dining room, kitchen, rear lobby, bathroom.
First Floor: Two bedrooms.
Outside: Rear yard and garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £55,000+**



LOT 3 193 SHAFTESBURY CRESCENT, DERBY DE23 8NA

A substantial three double bedroomed mid-terraced property with the first floor accommodation arranged over the passageway. The property has the benefit of gas central heating and part double glazing but otherwise requires a scheme of improvements.

ACCOMMODATION:

Ground Floor: Side entrance lobby, lounge, dining room, kitchen, rear lobby, shower room.
First Floor: Landing, three bedrooms.
Outside: Shared gated passageway with access to enclosed rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £49,000+**



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

LOT 4 8 BAINBRIGGE STREET, DERBY DE23 6SX

INVESTMENT OPPORTUNITY - A two bedroomed mid-terraced property benefitting from gas central heating and double glazing located within walking distances of shops and amenities on Normanton Road.

ACCOMMODATION:

Ground Floor: Lounge, dining room, kitchen.
First Floor: Landing, two bedrooms, bathroom/w.c.
Outside: Enclosed garden to rear with outhouse

Tenancy Details: The property is let on a statutory periodic tenancy at £400 per calendar month (£4,800 p.a.)

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £55,000+**



LOT 5 DOUBLE DETACHED GARAGE & LAND ADJ. TO 57 LIVINGSTONE RD, DERBY DE23 6PS

An infrequent opportunity to acquire a double detached garage with land to the rear offering the potential of a small building plot subject to usual planning consents. The sectional built garage has a shallow pitched roof with twin up and over doors along with power connected.

Livingstone Road is a very popular and convenient location situated within the noted Littlelover community school catchment area and also well placed for the City centre and Derbys inner road which provides swift access onto several retail parks and the A38.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £12,000+**



LOT 6 9 WEBSTER STREET, DERBY DE1 1PT

Traditional three bedroomed mid-terraced property requiring a scheme of improvements situated in a location consistently popular with landlords and first time buyers. Ideal investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance lobby, lounge, separate dining room, kitchen.
First Floor: Three bedrooms, bathroom/wc.
Outside: Enclosed yard and garden to rear.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £65,000+**



Loans, mortgages & finance.



In a property **auction**, getting the **finance** together is the key.

Whatever your situation, speak to
the Together team to unlock the right
funding solution.

Call us on 0161 933 7155.

“We’re right
behind you
and so is our
finance.”

Michelle Lowe



togethernessmoney.com

together.TM

For professional use only.

Together is a trading style of Auction Finance Limited. Auction Finance Limited is registered in England and Wales - Company Registration Number 04949929.
Registered office address: Lake View, Lakeside, Cheadle, Cheshire SK8 3GW.

LOT 7 3 NORTHWAY DRIVE, GREAT NORTHERN ROAD, DERBY DE1 1AG

A modern two bedroomed end town house benefiting from PVC double glazing and gas central heating situated in a popular residential location close to the City centre.

ACCOMMODATION:

Ground Floor: Entrance hall, cloakroom, kitchen, lounge.
First Floor: Landing, two bedrooms, bathroom/w.c.
Outside: Off road parking to front. Enclosed garden to rear.
Please Note - The property has solar panels installed and there are legal obligations for any potential purchaser who has to take on the remaining term of the lease (currently 20 years) - please refer to the legal documents for further information.

ENERGY EFFICIENCY RATING: C

TENURE: Freehold. Service Charge - £156.20 p.a. Management Fee - £32.34 p.a. VAT on Management - £6.47 p.a

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £77,000+**



LOT 8 42 MORNINGTON COURT (FLAT 10), MOUNT CARMEL ST, DERBY DE23 6TB

A one bedroomed first floor maisonette offering well equipped and presented living accommodation in a quiet cul-de-sac location close to City centre.

ACCOMMODATION:

Ground Floor: Entrance lobby with staircase to first floor.
First Floor: Landing, lounge, kitchen, bedroom, bathroom/wc.
Outside: Well kept communal gardens and drying area. We are informed there is an allocated parking space.

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £39,000+**



LOT 9 12 MERCHANT STREET, DERBY DE22 3AN

Excellent investment opportunity - An appealing two bedroomed mid-terraced property situated within a short walking distance of the fashionable Friar Gate area of Derby and the City centre.

ACCOMMODATION:

Ground Floor: Side entrance lobby, lounge, dining room, kitchen.
First Floor: Two bedrooms, bathroom.
Outside: Shared passageway to the side providing access to a good sized rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £69,000+**



LOT 10 87 ST. ANDREWS VIEW, BREADSALL, DERBY DE21 4ET

A two bed roomed semi-detached property situated within a popular residential location within easy reach of a full range of local amenities, requiring a scheme of modernisation and improvement for which there is ample scope.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, breakfast kitchen.
First Floor: Two bedrooms, bathroom, separate wc.
Outside: The property occupies a substantial plot and subject to obtaining the necessary planning consent could be extended.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £65,000+**



LOT 11 10 TENBY DRIVE, OAKWOOD, DERBY DE21 2QN

A double glazed and gas centrally heated two bed roomed mid-town house in popular cul-de-sac location and in need of a scheme of improvements. Excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, lounge.
First Floor: Landing, two bedrooms, bathroom/wc.
Outside: Parking to front. Enclosed garden to rear.
Note: The property has solar panels installed and there are legal obligations for any potential purchaser who has to take on the remaining term of the lease (currently 20 years) - please refer to the legal documents for further information.

ENERGY EFFICIENCY RATING: C

TENURE: Freehold. Service Charge - £70.08 p.a. Management Fee - £32.34 p.a. VAT on Management - £6.47 p.a

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £79,000+**



LOT 12 21 CAMBRIDGE STREET, SPONDON, DERBY DE21 7PZ

A two bed roomed semi-detached property situated in the popular suburb of Spondon and requiring a scheme of modernisation and improvement for which there is ample scope.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, kitchen, utility room.
First Floor: Landing, two bedrooms, bathroom/wc.
Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £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.

LOT 13 11 MITCHELLS TERRACE, ILKESTON, DERBYS DE7 4DY

A three bedroomed detached bungalow situated at the end of a quiet cul-de-sac which benefits from gas central heating and double glazing but otherwise requires a scheme of modernisation and improvements for which there is ample scope.

ACCOMMODATION:

Ground Floor: Entrance hall, kitchen, lounge/dining room, three bedrooms, bathroom.

First Floor: Attic room.

Outside: Driveway providing off road parking, detached garage, low maintenance rear garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £56,000+**



LOT 14 ALLOTMENT LAND AT 23 BUTTERLEY GARDENS, HEANOR RD, ILKESTON, DERBYS DE7 8DY

Rare and exciting opportunity - A generous sized parcel of allotment land located just off Heanor Road to the rear of the police station and in the context of other allotment ground. The allotment is being sold by reference to the Land Registry plan.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £3,000+**



GRAHAM PENNY
AUCTIONS

is now

SDL
GRAHAM
PENNY

Following our acquisition by the SDL Group earlier this year, Graham Penny Auctions has been integrated into the £60m a year turnover SDL brand and will now be known as SDL Graham Penny.

NEW NAME, NEW LOOK, SAME TEAM.

LOT 15 70 STANTON ROAD, ILKESTON, DERBYS DE7 5FY

A chalet style detached bungalow occupying an exceedingly popular and convenient location situated within easy reach of the bustling town centre. Internally the accommodation requires a scheme of improvements, however has the benefit of gas central heating and double glazing. The property is set well back from the road behind a large retaining wall on a delightful elevated plot.

ACCOMMODATION:

Ground Floor: Entrance porch, entrance hall, lounge, dining room, breakfast kitchen room, shower room.

First Floor: Landing, attic room bedroom one, attic room bedroom two.

Outside: Foregarden, low maintenance rear garden with brick outbuilding, greenhouse and shed.

Note: We feel the property would certainly allow itself for a driveway or an extension subject to the usual planning consents.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £80,000+**

LOT 16 52 LORD HADDON ROAD, ILKESTON, DERBYS DE7 8AW

A fabulous opportunity to acquire an attractive five double bed roomed period semi-detached property arranged over three floors occupying a tree-lined avenue close to the town centre. The property would potentially allow itself to be a guest house/bed and breakfast or split into self-contained bed-sits (subject to the usual planning consents/HMO licence).

ACCOMMODATION:

Ground Floor: Entrance vestibule, entrance hallway, lounge, dining room, breakfast kitchen, garden/breakfast room.

First Floor: Landing, three bedrooms, bathroom, separate wc.

Second Floor: Landing, two bedrooms.

Outside: Small forecourt, easy to manage rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

***GUIDE PRICE: £125,000+**



VIEWINGS

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



**Mortgage
Advice Bureau**

Doing what's right for you

Investing in property at Auction?...



- ✓ **Refurbishment**
- ✓ **Buy to Let**
- ✓ **First time buyers**

Speak to our adviser today

There is no guarantee that it will be possible to arrange continuous letting of the property, nor that rental income will be sufficient to meet the cost of the mortgage.

Your property may be repossessed if you do not keep up repayments on your mortgage. There will be a fee for mortgage advice. The actual amount you pay will depend upon your circumstances. The fee is up to 1% but a typical fee is 0.3% of the amount borrowed.

Call: 01332 242923

Email: nik.radojcic@mab.org.uk

www.mortgageadvicebureau.com/grahampennyauctions

Over 900 high street offices nationwide

MAB 6097

LOT 17 88, 89 & 90A COTMANHAY ROAD, ILKESTON, DERBYS DE7 8NA

An infrequent and excellent investment opportunity to acquire three, two bedroomed terraced properties for sale as one combined lot producing an annual income of £12,780 with scope for rental increase. The properties all have the benefit of sealed unit uPVC double glazing and gas central heating. To the rear of all properties there is an enclosed garden.

The properties occupy an established and convenient location situated within easy reach of Ilkeston town centre which includes an excellent range of shops and is also strategically placed for the cities of Derby and Nottingham.

ACCOMMODATION:

88 Cotmanhay Road: Lounge, kitchen diner, two bedrooms, shower room.

89 Cotmanhay Road: Lounge, kitchen, two bedrooms, shower room.

90a Cotmanhay Road: Lounge, kitchen diner, two bedrooms, shower room.

Tenancy details: We are advised that the rental income is as follows-

88 Cotmanhay Road - £350 per calendar month

89 Cotmanhay Road - £85 per week

90A Cotmanhay Road - £80 per week

ENERGY EFFICIENCY RATINGS: 88 - D; 89 - D; 90a - D

TENURE: Freehold.

SUBJECT TO TENANCIES

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £140,000+**

Buying a property at auction?
Call John M. Lewis & Co. TODAY
When the hammer falls, we start.

- ▶ Specialist auction conveyancing firm
- ▶ Dedicated, expert conveyancer assigned
- ▶ Unrivalled expertise



Look out for our Legal Executive Linda in the auction showroom

JOHN M LEWIS & CO

Licensed Conveyancers | Commissioners for Oaths

92 St Peter's Street, Derby DE1 1SR
Tel: 01332 292204
www.johnmlewis.co.uk
enquiries@johnmlewis.co.uk



LOT 18 28 MARKET STREET, HEANOR, DERBYS DE75 7NR

A substantial freehold commercial property situated within the main shopping district of Heanor. Heanor is a town in the Amber Valley district of Derbyshire and is located 11 miles north-east of Derby, 11 miles north-west of Nottingham and 18 miles south of Chesterfield. The town is just over 6 miles to the west of the M1 motorway junction 26 via the A6 trunk road.

ACCOMMODATION:

Ground Floor: Substantial retail area.
First & Second Floors: Ancillary and storage space.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £70,000+**



LOT 19 1 WELLINGTON STREET, LONG EATON, NOTTINGHAM NG10 4LY

A well presented two bed roomed double glazed and gas centrally heated semi-detached house with the added benefit of a detached coach house to rear.

ACCOMMODATION:

Ground Floor: Lounge, inner lobby, dining room, kitchen/breakfast room.

First Floor: Passaged landing, two bedrooms, bathroom/wc.

Coach House: Room, large attic room, two integral garages.

Outside: Small forecourt with adjacent driveway giving access to enclosed courtyard leading through to the coach house.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:
£127,000+**



Entries are now invited for
our next Derby auction

**Thursday
8th September 2016**

Please call 01332 242 880 for a **FREE** valuation

www.sdlgrahampenny.co.uk





A superb freehold investment opportunity to acquire a substantial commercial property arranged over three floors with an impressive double fronted retail unit to the ground floor with a charming cottage style rear garden. We are informed by the current occupier that Altered Images has been in residence since 1985, extended in 1992 and has been successfully run as a hairdressers/beauty business and is available with immediate vacant possession due to relocation.

The property enjoys a prominent position next door to the well known Keith Hall hairdressers training salon and also surrounded by similar style run businesses and within easy reach of the bustling town centre.

ACCOMMODATION:

Ground Floor: Reception area with staircase to first floor, well appointed kitchenette, separate wc, patio doors leading out onto the cottage style garden, further treatment room.

First Floor: Landing, three treatment rooms, one to the rear which has a roof terrace, office, kitchenette and wc.

Second Floor: Landing, large attic room/store room open plan through to the kitchenette and additional loft space.

Outside: Enclosed cottage style garden.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE: £175,000+**



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

LOT 21 58 STAINFORTH STREET, MANSFIELD WOODHOUSE, NOTTS NG19 9AR

A two bedroomed semi-detached property with the benefit of gas central heating and uPVC double glazing. The property requires cosmetic upgrading and improvement.

ACCOMMODATION:

Ground Floor: Lounge, dining kitchen.
First Floor: Two bedrooms, bathroom.
Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £60,000+**



LOT 22 25 RAGLAN STREET, EASTWOOD, NOTTINGHAM NG16 3GU

An excellent opportunity to acquire a two bedroomed mid-terraced house with gas central heating and majority double glazing which requires a scheme of cosmetic upgrading.

ACCOMMODATION:

Ground Floor: Front reception room, rear reception room, kitchen.
First Floor: Two bedrooms, bathroom.
Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £58,000+**



LOT 23 30 ASHWELL STREET, NETHERFIELD, NOTTS NG4 2FQ

A three double bedroomed Victorian semi-detached house in need of modernisation and improvement situated in a cul-de-sac location.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, dining room, kitchen.
First Floor: Landing, two bedrooms, bathroom/w.c.
Second Floor: Third bedroom.
Outside: Garden to rear.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £60,000+**



LOT 24 HALL VIEW, CHESTERFIELD ROAD, HARDSTOFT, PILSLEY S45 8AH

A superb opportunity to acquire a delightful three bedroomed detached country cottage with garden area and outbuildings previously used as a tea room. The property is situated in extensive grounds previously used as the Herb Garden which was established as a tourist attraction and life style business.

The property is conveniently situated on the outskirts of the Village of Tibshelf where local shops, schools and other residential facilities are close at hand. The area is known for its countryside and views, local tourist/business attractions.

ACCOMMODATION:

Ground Floor: Sitting room, dining room, inner hall, gallery kitchen, rear porch, inner hall.

First Floor: Three bedrooms, bathroom.

Outside: Garden equipment store, detached summer house/tea rooms, formal gardens, large car park, growing areas with twin hoop poly-tunnels and paddock.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold.



VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £280,000+**



BEIGHTONS
SOLICITORS

**VALUE, SERVICE,
EXPERIENCE**

“We have a depth of knowledge and experience that is difficult to match and you will be surprised at our attitude and cost”

John Beighton

4 Victoria Street, Derby DE1 1EQ
Tel: 01332 346430

Castle Cavendish, Dorking Road, Nottingham NG7 5PN
Tel: 0115 8962345

www.beightons.com

OPEN SATURDAYS

LOT 25 7 HENRY STREET, ECKINGTON, SHEFFIELD S21 4DF

INVESTMENT OPPORTUNITY - A two bedroomed mid-terraced property with the benefit of gas central heating and uPVC double glazing.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise -
Ground Floor: Lounge, dining room, kitchen.
First Floor: Two bedrooms, bathroom.
Outside: Rear garden.

Tenancy details: The property is currently let at £68.50 per week (£3,562 per annum).

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

SUBJECT TO TENANCY

***GUIDE PRICE: £58,000+**



LOT 26 11 WILLIAMS STREET, GORTON, MANCHESTER M18 7AH

A traditional gas centrally heated, double glazed two bedroomed mid-terraced house situated in the popular residential area of Sunny Brow Park close to many local amenities including shops, schools and transport links.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise -
Ground Floor: Entrance vestibule, lounge, dining room, kitchen.
First Floor: Landing, two bedrooms, wet room.
Outside: Enclosed rear yard.

ENERGY EFFICIENCY RATING: C

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £48,000+**



LOT 27 GROUND FLOOR APARTMENT, 52 SOUTHBANK RD, SOUTHPORT PR8 6QN

Spacious ground floor three bedroomed garden apartment within converted Edwardian semi in popular location. Requires refurbishment but with gas central heating and some attractive original features. Driveway, garden. Vacant.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise - Ground Floor: Communal entrance lobby, private entrance hall, lounge, kitchen, utility, three bedrooms, bathroom.
Outside: Driveway. Rear garden.

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold - 999 years from 1992.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:
£68,000+**



LOT 28 26 BURTON TERRACE, LEEDS LS11 5JH

A gas centrally heated large four storey, three bedroomed through terraced house with rear garden.

ACCOMMODATION:

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

Lower Ground Floor: Basement with various rooms.
Ground Floor: Through lounge/dining room, kitchen.
First Floor: Two bedrooms, bathroom.
Second Floor: Attic bedroom three.
Outside: Small forecourt and rear garden.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £55,000+**



LOT 29 8 & 17 CAMBRIDGE COURT, NEWCASTLE UNDER LYME, STAFFORDSHIRE ST5 3DA

Vacant freehold property of circa 1,250 square feet comprising ground floor shop and first floor two bedroomed flat and separate garage in popular shopping parade with other occupiers including Londis.

ACCOMMODATION:

Ground Floor: Former hair salon comprising salon/sales shop of circa 500 sq ft, plus kitchen, storage, wc areas.
First Floor: Two bedroomed flat of approx 622 sq ft.
Outside: Forecourt, rear access, garage

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:
£55,000+**



LOT 30 8 GORDON TERRACE, SUNDERLAND, TYNE AND WEAR SR5 2DW

A well presented, large palisaded, passaged two bedroomed terraced house with gas central heating and uPVC double glazing.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise -
Ground Floor: Passaged hall, lounge, dining room, modern pine fitted kitchen.
First Floor: Landing, two bedrooms, bathroom.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £48,000+**



LOT 31 80 BEWICK CRESCENT, NEWTON AYCLIFFE, COUNTY DURHAM DL5 5LL

A two bedroomed end town house with majority uPVC double glazed accommodation but otherwise requiring a scheme of general modernisation.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise –
Ground Floor: Entrance vestibule, living room, kitchen, rear entrance lobby/outbuilding.
First Floor: Landing, two bedrooms, bathroom, separate wc, attic room.
Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £38,000+**



LOT 32 27 BLACKFORD CLOSE, HALESOWEN, WEST MIDLANDS B63 1JU

A spacious three bedroomed semi-detached home in a popular and sought after location having pleasant rear garden, garage and ample off road parking.

ACCOMMODATION:

Ground Floor: Entrance porch, lounge, kitchen/diner.
First Floor: Landing, three bedrooms, bathroom/wc.
Outside: Gardens to front and rear, ample off road parking and garage.

ENERGY EFFICIENCY RATING: D

TENURE: Leasehold

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £150,000+**



LOT 33 26, 27 & 28 HIGH STREET, WELLINGBOROUGH, NORTHANTS NN8 4JZ

Excellent and affordable investment comprising freehold parade of three high street shops. Two shops are vacant and one shop is let at £3,000pa. Reversionary interest in three first floor flats let on long leases.

ACCOMMODATION:

26 High Street - Recently vacated former clothes shop.
27 High Street - Recently vacated former hair salon.
28 High Street - Let to Fox Resourcing at £3,000pa on 3 year lease.
First Floor: Reversionary interest in 3 flats let on long leaseholds.

ENERGY EFFICIENCY RATING: 26 - D; 27 - C; 28 - C

TENURE: Freehold.

PART LET; PART VACANT

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £60,000+**



LOT 34 19 SANDON CLOSE, SANDY, BEDFORDSHIRE SG19 1QT

A uPVC double glazed, gas centrally heated three bedroomed mid-town house requiring a scheme of modernisation and improvement. Gardens and garage.

ACCOMMODATION:

Ground Floor: Entrance hallway, cloakroom, kitchen/breakfast room, sitting room.

First Floor: Landing, three bedrooms, bathroom.

Outside: Garden to front with garage. Enclosed garden to rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £140,000+**



LOT 35 71 SHREWTON ROAD, CHITTERNE, WILTSHIRE BA12 0LN

Pretty, detached period cottage which retains much of its original character and charm, with wood burning stoves. The property has been refurbished but requires a little cosmetic attention. Located in sought after village location approx. 8 miles from Warminster.

ACCOMMODATION:

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

Ground Floor: Dining hall, sitting room, kitchen, bathroom

First Floor: Three bedrooms

Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:
£180,000+**



EMAIL ALERTS

For those who are not already on our email alert system, please send an email to news@sdlgrahampenny.co.uk for updates on properties, catalogues, auction results and more!



www.sdlgrahampenny.co.uk

LOT 36 31 KIRKHILL, SHEPshed, LOUGHBOROUGH, LEICS LE12 9PA

A unique investment sale. A most substantial and skilfully extended residence, divided into five self-contained apartments with four, 2 bedrooms and one, 1 bedroom having individually high specification and spacious accommodation. All apartments are gas centrally heated and double glazed.

ACCOMMODATION:

31 Kirkhill: Entrance to hallway, cloakroom, open plan living dining kitchen, two double bedrooms with en-suite bathrooms.

31a Kirkhill: Hallway/dining area, open plan living dining kitchen, double bedroom and shower room.

31b Kirkhill: Hallway, open plan living dining kitchen, two double bedrooms and bathroom.

31c Kirkhill: Open plan living dining kitchen, lounge, inner hallway, two double bedrooms, one en-suite and one further bathroom.

31d Kirkhill: Hallway, open plan dining kitchen, lounge, two double bedrooms, one en-suite and one further bathroom.

Outside: Shared decking areas, parking to the rear and communal dustbin store.

Tenancy Details: All the apartments are let on ASTs producing an annual income of £28,880 representing a yield of 8.2%.

31 - £525 pcm, 31a - £375 pcm, 31b - £475pcm, 31c - £550pcm, 31d - £475pcm.

ENERGY EFFICIENCY RATINGS: 31- B, 31a- B, 31b- C, 31c- C, 31d- B

TENURE: Freehold.

SUBJECT TO TENANCIES

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £350,000**



Flint
Bishop
SOLICITORS

Your first choice law firm Flint Bishop Solicitors

Your home is likely to be one of the largest assets you'll ever own, which is why you'll want to be reassured that if you were to buy or sell a property, that you'll be dealing with experts in their field.

Independent research voted Flint Bishop as the most popular conveyancing firm in Derbyshire, coupled with excellent customer service - which evidences that we always put your needs at the heart of our advice. This is something we have been doing for over a century.

We do not charge any administration fees and you will always be kept in the loop during your transaction.

Discover the difference of a multi-award winning law firm at prices you can afford.

For more information and a free no obligation quote, call our Residential Conveyancing team on:

**Derby: 01332 340 211 or
Ashbourne: 01335 342 208**



Jane Aves
Senior Conveyancer



www.flintbishop.co.uk

LOT 37 22 BRIDGELAND RD, GRAND UNION GARDENS, LOUGHBOROUGH LE11 1GE

A three bedroomed gas centrally heated, double glazed modern end town house benefitting from off road parking to front and situated in a popular residential location close to Loughborough town centre and the train station.

ACCOMMODATION:

Ground Floor: Reception hall, cloakroom/wc, lounge, dining kitchen.

First Floor: Landing, three bedrooms, bathroom/w.c.

Outside: Parking to front for two cars. Rear garden with patio and lawn, side gated access,

ENERGY EFFICIENCY RATING: C

TENURE: Freehold. Service Charge: £105.51; Maintenance Fee: £32.34; VAT on Maintenance Fee: £6.47

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £95,000+**



LOT 38 95 HIGH STREET, UTTOXETER, STAFFS ST14 7JJ

An appealing two bedroomed mid-terraced cottage situated within short walking distance of the town centre. The accommodation is well maintained and has the benefit of gas central heating and double glazing.

ACCOMMODATION:

Ground Floor: Entrance porch, lounge/diner, utility room, kitchen.

First Floor: Landing, two bedrooms, bathroom.

Outside: Rear patio.

ENERGY EFFICIENCY RATING: C

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £69,000+**



GRAHAM PENNY
AUCTIONS

is now

SDL

GRAHAM
PENNY

Following our acquisition by the SDL Group earlier this year, Graham Penny Auctions has been integrated into the £60m a year turnover SDL brand and will now be known as SDL Graham Penny.

NEW NAME, NEW LOOK, SAME TEAM.

previously known as...

GRAHAM PENNY

ESTATES



 grahampenny@century21uk.com

 century21uk.com/grahampenny

Copyright CENTURY 21 UK 2016.

CENTURY 21 UK is the trading name of Maurice MacNeill Iona Limited.

Registered in Scotland, No. SC284167. 1st Floor, 8 Elmbank Gardens, Glasgow, G2 4NQ.


VAT No. 866 0678 88.

Each office is independently owned and operated.



GRAHAM PENNY

SALES | LETTINGS | MANAGEMENT



**...WE CAN
MANAGE
YOUR
FLOCK.**

**DROP BY FOR
A CHINWAG...**



**...or get on the
dog and bone.
01332 242 923**

LOT 39 DOVE BANK, MARSTON BANK, UTTOXETER, STAFFS ST14 5BP



A fabulous opportunity to acquire a detached family home with lovely views in a superb location providing excellent potential for improvement or further development subject to the necessary planning consents or indeed under permitted development. The property occupies a splendid rural setting yet conveniently positioned for JCB, Rolls-Royce, Toyota, Abbotsholme School, the JCB Academy and the A50 trunk road which provides swift access onto Derby, Stoke and further regional business centres.

A scheme has been prepared by the current owner which would fall under permitted development and would provide approximately 3,000 sq. ft. of accommodation details of which are available from the auctioneer's office.

ACCOMMODATION:

Ground Floor: Entrance hall, cloakroom, dining room, kitchen, side porch, utility room, lounge.

First Floor: Landing, four bedrooms, bathroom.

Outside: The property occupies a substantial plot and is approached via a driveway providing off road parking for several cars, lawned foregarden, large enclosed rear garden. Freestanding workshop and timber shed.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE: £280,000+**



For identification purposes only. Not to scale.

LOT 40 6 VICTORIA ROAD, BURTON ON TRENT, STAFFS DE14 2LU

An excellent investment opportunity comprising a substantial property located towards the end of Victoria Road in Burton on Trent within easy reach of Burton town centre and the A38.

The accommodation is currently arranged as two self-contained flats with substantial office accommodation. Each of the current flats are well presented and maintained with well-proportioned and spacious living accommodation.

The vendor has had a scheme drawn up to convert the office accommodation to provide further residential accommodation and subject to obtaining necessary planning consents this could be implemented or an alternative scheme proposed.

Tenancy details: The flats are currently let on assured shorthold tenancies generating an income of £10,140 per annum.

ENERGY EFFICIENCY RATING: Awaiting

TENURE: Freehold.

SUBJECT TO TENANCIES

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £200,000+**

Nelsons Solicitors
Derby | Leicester | Nottingham

nelsons
www.nelsonslaw.co.uk

Going. Going. Gone!

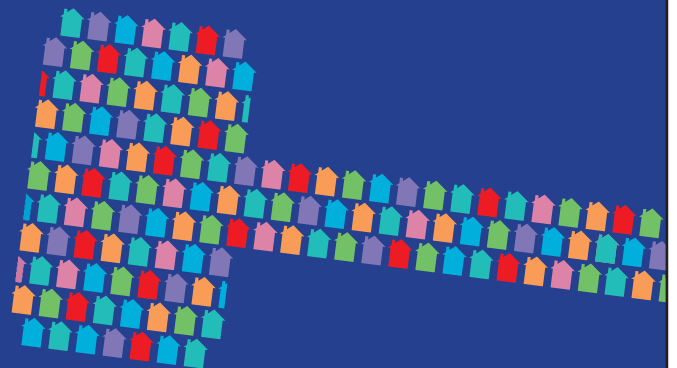
call
0800 328 6410

or email
newbusinessteam@nelsonslaw.co.uk

Nelsons has one of the largest residential conveyancing practices in the East Midlands helping hundreds of families move home each year.

We are accredited members of the Conveyancing Quality Scheme which is a recognised Law Society standard for providing a high quality and efficient conveyancing service.

If you are selling a property at auction and would like details of our fixed-price pre-sale pack, please contact our specialist auction property lawyers.



LOT 41 77 RESERVOIR ROAD, SHOBNALL, BURTON ON TRENT, STAFFS DE14 2BP

A very appealing two bedroomed detached bungalow with far reaching countryside views. Internally the property requires a comprehensive scheme of improvements however has the benefit of double glazing and gas central heating.

ACCOMMODATION:

Ground Floor: Entrance porch, entrance hall, lounge through diner, breakfast kitchen, rear lobby with pantry, two bedrooms, bathroom. Outside: Foregarden, driveway providing off road parking with attached garage. Side access leading to enclosed rear garden.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:**

£179,000+



LOT 42 16 LAUREL GROVE, STAPENHILL, BURTON ON TRENT, STAFFS DE15 9NZ

A three bedroomed semi-detached house in popular cul-de-sac location let on an assured shorthold tenancy at £525pcm (£6,300 p.a.). Ideal investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance porch, entrance hall, lounge/diner, kitchen, utility room.

First Floor: Landing, three bedrooms, wet room.

Outside: Driveway, front and rear gardens.

Tenancy details: The property is let on an assured shorthold tenancy at £525 per calendar month (£6,300 per annum). The current tenants are long standing with no arrears.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold.

SUBJECT TO TENANCY

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £77,000+**



LOT 43 129 WOODLANDS ROAD, STANTON, BURTON ON TRENT, STAFFS DE15 9TJ

Occupying a delightful semi-rural location with countryside views is a double fronted two/three bedroomed period property which requires a comprehensive scheme of improvements. The property enjoys a wider than average frontage offering the potential for an extension subject to usual planning consents.

ACCOMMODATION:

Ground Floor: Entrance porch, dining room, lounge, inner lobby, bathroom, kitchen, side hall.

First Floor: Landing, three bedrooms.

Outside: Driveway leading to single brick built garage, parcel of land to the side with potential to be a small building plot (stpc).

ENERGY EFFICIENCY RATING: Awaited.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £45,000+**



LOT 44 FLAT 106 RIVERMEAD HOUSE, BATH STREET, DERBY DE1 3BT

A recently refurbished two double bed roomed flat enjoying roof-top views of Derby and beyond. Well kept communal areas with lift and situated within a short walking distance of the City centre and Darley Abbey Park.

ACCOMMODATION:

Ground Floor: Communal entrance hall entered by door with intercom system and lift.

Apartment: Entrance hallway, lounge through diner, breakfast kitchen with balcony, two bedrooms, bathroom, separate wc.

Outside: Communal grounds and parking.

ENERGY EFFICIENCY RATING: D

TENURE: Leasehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £57,000+**



LOT 45 6 HAMILTON ROAD, DERBY DE23 6RT

An excellent opportunity to acquire a well appointed two bed roomed first floor maisonette occupying a popular location and situated within short commute of the City centre. Outside there are low maintenance gardens.

ACCOMMODATION:

Ground Floor: Entrance with staircase to first floor.

First Floor: Landing, lounge through diner, kitchen, two bedrooms, bathroom.

Outside: Low maintenance gardens to front and rear.

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £53,000+**



Entries are now invited for
our next Derby auction

Thursday
8th September 2016

Please call 01332 242 880 for a **FREE** valuation

www.sdlgrahampenny.co.uk



LOT 46 258 BURTON ROAD, DERBY DE23 6AA

SUPERB FREEHOLD INVESTMENT OPPORTUNITY - An attractive four storey Victorian property arranged over four floors with four well equipped self-contained flats all fitted with kitchens, en-suites and some with separate wc's/bathrooms.

Internally the uPVC double glazed and gas centrally heated living accommodation has well-kept communal areas with HMO licence in place. In addition there are also communal washing areas and garden to rear.

TENANCY DETAILS: The flats are let on assured shortholds and produce a combined income of £20,460 p.a.

ENERGY EFFICIENCY RATINGS: Flat 1 - C; Flat 2 - B; Flat 3 - B; Flat 4 - C.

TENURE: Freehold.

SUBJECT TO TENANCIES.

VIEWING ARRANGEMENTS:

***GUIDE PRICE: £125,000+**



LOT 47 260 BURTON ROAD, DERBY DE23 6AA

SUPERB FREEHOLD INVESTMENT OPPORTUNITY - An attractive four storey Victorian property arranged over four floors with four well equipped self contained flats all with fitted kitchens, en-suites and some with separate wc's/bathrooms.

Internally the uPVC double glazed and gas centrally heated living accommodation has well-kept communal areas with HMO licence in place. In addition there are also communal washing areas and a garden area.

TENANCY DETAILS: The flats are let on assured shortholds and produce a combined income of £21,300 p.a.

ENERGY EFFICIENCY RATINGS: Flat 1-C; Flat 2-B; Flat 3-B; Flat 4-C

TENURE: Freehold.

SUBJECT TO TENANCIES

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £125,000+**



EMAIL ALERTS

For those who are not already on our email alert system, please send an email to news@sdlgrahampenny.co.uk for updates on properties, catalogues, auction results and more!



www.sdlgrahampenny.co.uk



GROUP

A PARTNER YOU CAN TRUST.



GET IN TOUCH

www.sdgroup.co.uk
info@sdgroup.co.uk
0345 0066 100

OUR PROPERTY SERVICES INCLUDE:

Agency & Auctions



Surveying



Financial Services



LOT 48 TANGLEWOOD MILL, COKE STREET, DERBY DE1 1NE

A rare development opportunity to acquire a three storey Mill complex with planning permission for 22, one and two bedroomed apartments, with 5 ground floor workstations. Parking on site for each unit. The property is located close to the City Centre and overlooks a local recreation ground. The development would be suitable for sale of individual units or for long term investment. Alternative office or commercial development could be considered subject to planning permission.

Services

All mains services are believed to be available to the property but confirmation should be sought from the statutory undertakers. No tests have been carried out to any services, installations or fixtures and fittings within the property. Prospective purchasers are advised to undertake their own investigations concerning their suitability and condition.

Planning Details

Planning consent was granted by Derby City Council under DER/04/10/00433/PRI. An extension of time for a further three years was granted on 10th September 2014.

Note

We are given to understand that due to the age and construction of the property, it may contain asbestos and other hazardous material. No asbestos or environmental report has been commissioned and purchasers are to make their own investigation.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

***GUIDE PRICE: £265,000+**



July 16

MAILING LIST APPLICATION

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

SDL Graham Penny
85 Granby Street, Leicester LE1 6FB
Tel: 0116 254 9654 Email: news@sdलगrahampenny.co.uk

Name:

Address:

.....

Postcode:

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

Derby catalogue Nottingham catalogue Leicester catalogue

If you would like to receive email notifications of when the auction catalogues are available online please email news@sdलगrahampenny.co.uk with your request.

LOT 49 63 OSMASTON ROAD, DERBY DE1 2JH

A superb freehold investment opportunity to acquire a retail shop with accommodation arranged over four floors situated within yards of the Intu shopping centre and City centre and also with the unusual benefit of gated driveway to the rear with parking space for five/six vehicles and a large adjoining workshop.

The property offers excellent potential for a numerous range of different uses including take-away, taxi rank, small retail shop and offices.

ACCOMMODATION:

Ground Floor: Retail shop.

First Floor: Lounge, kitchen/diner, bathroom.

Second Floor: Attic/bedroom.

Basement: Three useful storage rooms, doors leading outside.

Outside: Rear yard with gated driveway accessed off Bourne Street which is located to the rear of the Intu shopping centre. Car standing space for five/six vehicles. Single storey workshop with power and lighting, double doors with ramp and separate door.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.



VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £65,000+**



BEIGHTONS
SOLICITORS

**VALUE, SERVICE,
EXPERIENCE**

“We have a depth of knowledge and experience that is difficult to match and you will be surprised at our attitude and cost”

John Beighton

4 Victoria Street, Derby DE1 1EQ
Tel: 01332 346430

Castle Cavendish, Dorking Road, Nottingham NG7 5PN
Tel: 0115 8962345

www.beightons.com

OPEN SATURDAYS

LOT 50 6 BRICK STREET, DERBY DE1 1DU

A mixed use investment property situated off Friar Gate in Derby previously used as a hot food take-away, requiring a scheme of modernisation and improvement for which there is ample scope.

ACCOMMODATION:

Ground Floor: Retail sales area with kitchen.

First Floor: Residential accommodation with one bedroom, one reception room and shower room.

ENERGY EFFICIENCY RATING: Awaited

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £78,000+**



LOT 51 29 REDSHAW STREET, DERBY DE1 3SH

A uPVC double glazed, gas centrally heated well maintained and spacious three bedroomed mid-terraced property which was recently let to students, situated a consistently popular location within a short walking distance of local park, shopping parade, university, fashionable Friar Gate area and the City centre. Excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Entrance hall, reception room/bedroom, lounge, breakfast kitchen.

First Floor: Semi-galleried landing, three bedrooms, bathroom/wc.

Outside: Enclosed easy to managed walled garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £127,000+**



LOT 52 DEVELOPMENT SITE ADJ. TO 74 WESTBURY STREET, DERBY DE22 3PN

A superb opportunity to acquire a development site situated within easy reach of Derby City centre with planning consent for four apartments. If constructed in-line with the current planning application, the development would comprise two detached buildings, one with two separate one bedroomed flats, the other with two separate two bedroomed flats each with allocated parking.

Planning Details

Planning permission was granted by Derby City Council under reference DER/07/13/00807/PRI dated 27th February 2014.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers -

***GUIDE PRICE: £60,000+**



LOT 53 DEVELOPMENT SITE ADJ. TO 105 WARNER STREET, DERBY DE22 3TR

Excellent opportunity - Residential development site in a highly sought after area of Derby with detailed planning approved for the erection of nine apartments situated within an attractive building.

If built in accordance with the approved scheme each of the apartments will comprise - Entrance Hall, Open Plan Living Room, Dining Kitchen, Master Bedroom with En-Suite, Further Bedroom, Family Bathroom

Planning Details:

Planning permission was granted under application number DER/03/14/00323/PRI.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £110,000+**



LOT 54 2 MAGDALA COTTAGES, MILFORD RD, DUFFIELD, BELPER, DERBYS DE56 4DY

A charming one bedroomed mid-terraced cottage in Ecclesbourne School catchment offering views of Duffield Bank and a short walk from the village centre. Minor improvements required.

ACCOMMODATION:

Ground Floor: Lounge, kitchen.

First Floor: Double bedroom, bathroom/wc.

Outside: Small yard to rear enjoying views of Duffield Bank.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £78,000+**



LOT 55 47 CHESTERFIELD ROAD, BELPER, DERBYS DE56 1FF

Charming stone built one bedroomed cottage enjoying views of Belper Mill and beyond, in need of a scheme of minor improvements. Situated close to town centre and offering an excellent investment opportunity.

ACCOMMODATION:

Ground Floor: Lounge, kitchen, rear lobby, utility room, lean-to, separate wc.

First Floor: Bedroom, bathroom/wc.

Outside: Low maintenance garden to the rear enjoying a westerly aspect and roof top views of Belper, Belper Mill and beyond.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £69,000+**



LOT 56 97 FLETCHER STREET, RIPLEY, DERBYS DE5 3LP

A uPVC double glazed, gas centrally heated three bedroomed semi-detached offering well maintained accommodation within easy reach of the town centre. Garage located to rear.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, kitchen diner, rear lobby, guest cloakroom/wc.

First Floor: Landing, three bedrooms, bathroom/wc.

Outside: Gardens to front and rear. Single garage located to rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £84,000+**



LOT 57 25 VALLEY VIEW ROAD, RIDDINGS, ALFRETON, DERBYS DE55 4EU

REDEVELOPMENT OPPORTUNITY - An infrequent opportunity to acquire a fire damaged former three bedroomed link detached house situated on the fringe of Riddings in a popular and convenient location. The property itself sits on a larger than average deep plot with the potential for an extension (stpc).

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £25,000+**



LOT 58 44 WARWICK ROAD, SOMERCOTES, ALFRETON, DERBYS DE55 1SD

A three bedroomed mid-town house in need of a comprehensive scheme of improvements. Double glazed and gas centrally heated. Gardens to front and rear. Excellent investment potential.

ACCOMMODATION:

Ground Floor: Entrance lobby, lounge, kitchen diner.

First Floor: Landing, three bedrooms, bathroom/wc.

Outside: Gardens to front and rear.

Note: The property has solar panels installed and there are legal obligations for any potential purchaser who has to take on the remaining term of the lease (currently 20 years) - please refer to the legal documents for further information.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £68,000+**



746

BID today
BUY today
BORROW today

Auction Finance

- Rates from 0.75%
- Quick turnaround
- Up to 70% open market value loans
- Loans from £50k

Call us before, during or after the auction to arrange your finance fast.



SIGNATURE[®]
PRIVATE FINANCE

0121 746 3130
signatureprivatefinance.co.uk

...putting property first

LOT 59 15 HIGH STREET, SOMERCOTES, ALFRETON, DERBYS DE55 4HD

An excellent investment opportunity to acquire a two bedroomed double fronted end-terraced property situated in an established residential location within a short walking distance of local amenities and nearby excellent road network connections.

ACCOMMODATION:

Ground Floor: Lounge, kitchen diner.
First Floor: Landing, L-shaped walk in cupboard, two bedrooms, bathroom.
Outside: Enclosed rear garden.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £39,000+**



LOT 60 LAND AT 47-51 THE HAMLET, SOUTH NORMANTON, ALFRETON, DERBYS DE55 2JA

A generous sized double plot with outline planning permission for a single storey detached dwelling. The land has potential to be split into two plots subject to the usual planning consents.

The plot is well positioned for an excellent range of amenities including numerous shops, public houses/restaurants, local primary school and excellent road network connections providing swift access onto the A38 and M1 motorway.

Planning Details:

Planning was granted on 14th December 2015 by Bolsover District Council under reference 15/00430/OUT.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £50,000+**



GRAHAM PENNY
AUCTIONS

is now

SDL
GRAHAM
PENNY

Following our acquisition by the SDL Group earlier this year, Graham Penny Auctions has been integrated into the £60m a year turnover SDL brand and will now be known as SDL Graham Penny.

NEW NAME, NEW LOOK, SAME TEAM.

LOT 61 249 SOMERCOTES HILL, SOMERCOTES, ALFRETON, DERBYS DE55 4HX

A freehold former retail shop with accommodation above which occupies a prime central location opposite to the Co-op with free parking. The property itself requires a comprehensive scheme of improvements. To the rear there is a generous sized parcel of land.

ACCOMMODATION:

Ground Floor: Former retail shop, kitchen, rear lobby.
First Floor: Landing, lounge, bedroom, bathroom.
Outside: Generous sized parcel of land to the rear.

ENERGY EFFICIENCY RATING: Awaiting

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880

***GUIDE PRICE: £40,000+**



LOT 62 17 RUGBY AVENUE, ALFRETON, DERBYS DE55 7LF

A three bedroomed mid-town house with PVC double glazing and gas central heating but requiring a scheme of cosmetic upgrading and improvement for which there is ample scope.

ACCOMMODATION:

Ground Floor: Entrance hall, study, front room, dining room, kitchen.
First Floor: Three bedrooms, bathroom, separate wc.
Outside: Gardens to front and rear.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold. **Service Charge** - £49.81 p.a. **Management Fee** - £32.34 p.a. **VAT on Management** - £6.47 p.a.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £56,000+**



Entries are now invited for
our next Derby auction

Thursday
8th September 2016

Please call 01332 242 880 for a **FREE** valuation

www.sdlgrahampenny.co.uk



LOT 63 162 ALFRETON ROAD, NEWTON, ALFRETON, DERBYS DE55 5TR

A particularly attractive double fronted two bed roomed detached bungalow set on a generous sized plot backing onto open countryside and enjoying far reaching views. The property benefits from gas central heating and part double glazing but otherwise requires a comprehensive scheme of improvements.

The small village of Newton boasts local primary school, public house has excellent road network connections providing swift access onto the A38 and M1 motorway.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, inner lobby, dining room, kitchen, conservatory, two bedrooms, shower room, wc.
Outside: Foregarden, driveway providing ample off road parking space, single detached garage with adjoining workshop, good size enclosed rear garden.

ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £125,000+**



HOUSE SALE OR HOUSE PURCHASE?

This can be one of life's most stressful experiences and whether you're looking for your first home or moving for the second time you need a good lawyer.

At Eddowes Waldron we know that we are working for you to ensure that your move takes place as quickly efficiently and most importantly, smoothly as possible.

When searching for the right solicitors choose Eddowes Waldron for a caring and professional service.

**Eddowes Waldron
Solicitors
12 St Peter's Churchyard
DERBY DE1 1TZ
Tel: 01332 348484**

LOT 64 LAND ADJ. 6 HILLSIDE PARK, OAKERTHORPE, ALFRETON, DERBYS DE55 7NR

EXCELLENT DEVELOPMENT OPPORTUNITY - A largely regular shaped plot approx. 1,130 sq.m with planning consent for a three bedroomed executive detached dwelling with triple garage. The site is sloping in nature and will sit within a modern scheme of executive houses.

If built in line with the current application the property would comprise -
Ground Floor : Entrance porch, entrance hall, hobby room, study, cloakroom, utility room, store room, provision for a lift, double bedroom with en-suite shower room, access to the garage and the garden store.
First Floor : Lounge, breakfast kitchen, dining room, two further bedrooms both with en-suite facilities, the master bedroom having the benefit of a dressing room and en-suite shower room.

Planning details:

Planning consent was granted by Amber Valley Borough Council under reference AVA/2016/0309 dated 31/03/2016.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £90,000+**

LOT 65 THE PUMPHOUSE R/O 161 VICARAGE ROAD, MICKLEOVER, DERBY DE3 0EF

An infrequent and extremely exciting opportunity to acquire a former pump house with detailed planning permission approved for a very appealing contemporary style two bedroomed detached dwelling arranged over four floors offering a unique and versatile living space.

The property is an ideal self-build project and in accordance to the plans the four storey accommodation in brief will offer two level basement with wc, tub and media suite, ground floor entrance, bathroom and one bedroom, first floor landing with reading area, further bedroom, wc and open plan living room/kitchen with feature balcony.

The village/suburb of Mickleover is an extremely sought after and convenient location offering local primary and secondary schools, ideally placed for the Royal Derby Hospital and excellent road network connections provide swift access onto Derby City centre located approximately four miles away.

Planning Details:

Planning was granted on 11th August 2015 by Derby City Council under reference DER/06/1500733/PRI.

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.



***GUIDE PRICE: £35,000+**

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

LOT 66 13 LUDGATE WALK, MACKWORTH, DERBY DE22 4HQ

An extended three bed roomed detached house situated on a sizeable private plot backing onto Radbourne Lane with far reaching countryside views. Internally the well-proportioned living accommodation requires a comprehensive scheme of improvements however does have the benefit of gas central heating and majority double glazing. We feel the property would allow itself for a further extension subject to the usual planning consents.

The property occupies a well regarded and sought after location on the fringe of Derby yet conveniently positioned for the City centre, Markeaton Park and the A38.

ACCOMMODATION:

Ground Floor: Entrance porch, entrance hall, lounge, dining room, conservatory, breakfast kitchen, side passage/utility area, shower room.

First Floor: Landing, three bedrooms, bathroom. Floored loft space with retractable ladder.

Outside: Driveway providing off road parking, single attached garage, side access to a generous size private rear garden enjoying a westerly aspect.



ENERGY EFFICIENCY RATING: E

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE: £179,000+**



LOT 67 226 CHELLASTON ROAD, SHELTON LOCK, DERBY DE24 9ED

A three bed roomed detached property requiring a full scheme of modernisation and improvement for which there is ample scope. Extensive garden to the rear.

ACCOMMODATION:

Ground Floor: Entrance hall, lounge, dining room, kitchen, lean-to conservatory.

First Floor: Landing, three bedrooms, bathroom.

Outside: Substantial plot with large fore-garden providing off road parking. Range of outbuildings. Extensive garden to rear.

ENERGY EFFICIENCY RATING: G

TENURE: Freehold.

VACANT POSSESSION ON COMPLETION

VIEWING ARRANGEMENTS:

By arrangement with the auctioneers - 01332 242880.

***GUIDE PRICE:
£70,000+**



VIEWINGS

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

Auction Results for Thursday 9th June

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

1	290 Baker Street, Alvaston	£80,000	41	1 Primrose Street, Ilkeston	AVAILABLE
2	32 Wynton Avenue, Alvaston	£91,500	42	82 Cotmanhay Road, Ilkeston	AVAILABLE
3	36 Lincoln Avenue, Alvaston	SOLD PRIOR	43	121 Bath Street, Ilkeston	£88,000
4	32 Wisgreaves Road, Alvaston	£87,000	44	The Old Wine Vaults, East Street, Ilkeston	AVAILABLE
5	5 Adrian Street, Allenton	£88,000	45	34 Main Road, Smalley, Ilkeston	£85,000
6	179 Sinfin Avenue, Shelton Lock	£85,500	46	193 Ray Street, Heanor	£59,000
7	53 Craven Street, Horninglow, Burton	£72,500	47	58 Berle Avenue, Heanor	POSTPONED
8	6 Carlton Street, Burton on Trent	£73,000	48	27 Gladstone Street, Heanor	£71,000
9	20 Longmead Road, Burton	£92,500	49	506 Cromford Road, Langley Mill	£174,000
10	109 Broadway Sreet, Burton on Trent	£74,000	50	26 Wessex Road, Clanfield, Hamps	SOLD POST
11	51 Bearwood Hill Road, Winshill, Burton	£87,000	51	34 Welbrook Road, Orpington, Kent	SOLD POST
12	23 Dover Street, Derby	£66,000	51a	1 Novers Park Road, Novers Park, Bristol	SOLD PRIOR
13	6 Hamilton Road, Derby	JULY SALE	52	31 Woodfield Drive, Swadlincote	£145,000
14	86 Newdigate Street, Derby	SOLD POST	53	30 Darklands Road, Swadlincote	£104,500
15	189 Shaftesbury Crescent, Derby	£65,500	54	99 Granville Street, Woodville	WITHDRAWN POST
16	70 Peet Street, Derby	£68,000	55	The Acorns, Callingwood, Needwood, Burton	AVAILABLE
17	64 Brough Street, Derby	£70,000	56	Development Site, Tanglewood Mill, Coke Street, Derby	JULY SALE
18	25 Field Court, Kilburn	£78,500	57	17-19 Morledge, Derby	£229,000
19	28 Field Court, Kilburn	£77,000	57a	63-65 Clarence Road, Derby	£140,000
20	30 Field Court, Kilburn	£77,000	58	11 Mundy Close, Derby	SOLD PRIOR
21	19 Ivy Grove, Ripley	WITHDRAWN	59	155 Rutland Street, Derby	£155,000
22	34 Peartree Avenue, Ripley	£87,500	60	165 St. Thomas Road, Derby	AVAILABLE
23	18 Middleton Avenue, Codnor	SOLD POST	61	Garages on Willn Street, Derby	£122,000
24	1 Green Acres Drive, South Normanton	£44,000	62	6 Hartington Mews, Derby	AVAILABLE
25	95 Victoria Road, Pinxton	£69,000	63	258 Burton Road, Derby	JULY SALE
26	Land adjacent 1 Birch Close, Alfreton	£45,000	64	260 Burton Road, Derby	JULY SALE
27	Development Site, Rectory Road, Clowne	SOLD PRIOR	65	12 Sideley, Kegworth	£83,000
28	12 Wharf Lane, Stonegravels, Chesterfield	£120,000	66	14 Lockington Lane, Hemington	£166,000
29	Hall View, Chesterfield Road, Hardstoft, Pilsley	JULY SALE	67	75 Shardlow Road, Alvaston	£144,000
30	133 Outram Street, Sutton in Ashfield	NOTTS AUCTION	68	22 Windsor Drive, Spondon	£115,000
31	38 Chatsworth Street, Sutton in Ashfield	£60,000	69	11 Argyll Close, Spondon	£135,000
32	3 Melbreck Avenue, Hawarden, Deeside	£137,000	70	Flat 3, 189 Station Road, Mickleover	WITHDRAWN
33	4 Brandiforth Street, Bamber Bridge	£56,000	71	Building Plot r-o 397 - 399 Burton Road, Derby	AVAILABLE
34	749 Burnley Road, Todmorden, Lancs	£38,000	72	76 Westbury Street, Derby	£123,000
35	149 Burbank Street, Hartlepool	£22,000	73	52 Sinfin Moor Lane, Chellaston	SOLD PRIOR
36	9 Croxby Grove, Scartho, Grimsby	£92,000	74	23 Old Hall Road, Littleover	SOLD POST
37	26 St. Patricks Road, Nuthall	£127,000	75	159 Littleover Lane, Littleover	£129,000
38	46 Ramsdale Crescent, Sherwood	NOTTS AUCTION	76	29 Hill Cross Avenue, Littleover	£206,500
39	1 Wellington Street, Long Eaton	JULY SALE			
40	79 Main Street, Long Eaton	£88,000			

Free expert advice.
Exclusive products.
Flexible appointments.



**SNIFFING OUT
THE BEST
MORTGAGE
DEALS.**



0141 243 5590

Monday - Friday: 9.00am - 5.00pm

 info@moneyquest.co.uk

 www.moneyquest.co.uk

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE OR ANY OTHER DEBTS SECURED ON IT.

Our initial mortgage consultations and quotes are free with no obligation. If you apply for a mortgage, we charge a standard broker fee of £395. This fee is only payable when you receive the mortgage offer from the lender.

Operating address: 1st Floor, 8 Elmbank Gardens, Glasgow, G2 4NQ.

Registered office: 3-4 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ. Registered in England and Wales. No: 06593055.
MoneyQuest mortgage brokers Ltd is an appointed representative of Sesame Ltd, which is authorised and regulated by the Financial Conduct Authority.



SDL SURVEYING

**SURVEYS
BY THE
TOP DOG**



**HomeBuyer Reports.
Building Surveys.
Specialist Surveys.**

We can guide you on
which type of survey your
new property needs...

0115 951 7520

info@sdlurveying.co.uk
www.sdlurveying.co.uk

Proxy, Telephone and Internet Bidding Form

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

PROPERTY DETAILS

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

BIDDER DETAILS

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

BUYERS DETAILS

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

BUYERS SOLICITORS DETAILS

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

Please also sign the reverse of this form

PAYMENT DETAILS

I enclose a cheque payable to **Graham Penny Auctions** or debit/credit card details for the 10% deposit (subject to a minimum of £2,000) 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 Graham Penny, 2-6 The Strand, Derby DE1 1BA by hand, post or via email so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction is shown in the catalogue. Identification is required for the Bidder and the Buyer. Any agreement to alter any Proxy, Telephone and Internet Bidding Form at any time prior to, or on the day of the auction, must be in writing.

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

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

4. Prospective proxy, telephone and internet Buyers should send with this form with a valid cheque or banker's draft drawn on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £2,000) to which the prospective Buyer wishes the auctioneer to bid. Alternatively the Buyer can provide SDL Graham Penny with debit/credit card details at the bottom of the form. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective Buyer authorises the auctioneer to retain the same for such purpose. In the case of telephone and internet bidding, prospective Buyers may instead provide a blank cheque which, if the prospective Buyer is successful in purchasing the relevant property, the auctioneer will complete on behalf of the prospective Buyer for the amount of the deposit. The buyers fee is payable at the time of exchange (£750.00 inc. VAT).

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

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

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

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

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

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

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

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

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

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

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

Signature :

Date:

Sales Memorandum

Date:

Name of Seller:

Address of Seller:

 Post Code

Name of Buyer:

Address of Buyer:

 Post Code

The Lot:

The Price: (excluding any VAT) Balance Payable:

Deposit Paid: Completion Date:

**The seller agrees to sell and the buyer agrees to buy the lot for the price.
This agreement is subject to the conditions so far as they apply to the lot.**

We acknowledge receipt of the deposit

Signed by or on behalf of the buyer:

If signing on behalf of buyer print name:

Signed by us as agent for the seller:

The Buyer's Solicitor/Conveyancer is:

Name(s):

Address:

 Post Code

Contact:

Telephone No:

Glossary

In the **conditions** wherever it makes sense

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition 9.3**:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Guide Price

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Reserve Price

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The **auctioneers**.

You (and your)

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

Auction Conduct Conditions

1 Introduction

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

1.2 The **catalogue** is issued only on the basis that you accept these **auction conduct conditions**.

They govern our relationship with **you** and cannot be disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

2 Our role

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

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

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

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

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

3 Bidding and reserve prices

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

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

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

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

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

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

4 The particulars and other information

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

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

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

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

5 The contract

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

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

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

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

(b) sign the completed **sale memorandum**; and

(c) pay the deposit.

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

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

(b) sign the **sale memorandum** on **your** behalf.

5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

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

6 Extra Auction Conduct Conditions

6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is 10% (or the total **price**, if less than £2,500). A **special condition** may, however, require a higher minimum deposit.

Common Auction Conditions of Sale

(Edition Three August 2009 reproduced with consent of RICS)

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

1. THE LOT

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

2. DEPOSIT

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

3. BETWEEN CONTRACT AND COMPLETION

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

4. TITLE AND IDENTITY

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

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

5. TRANSFER

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

6. COMPLETION

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

7. NOTICE TO COMPLETE

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

8. IF THE CONTRACT IS BROUGHT TO AN END

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

9. LANDLORD'S LICENCE

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

10. INTEREST AND APPORTIONMENTS

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

11. ARREARS

Part 1 Current rent

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

Part 2 Buyer to pay for arrears

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

Part 3 Buyer not to pay for arrears

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

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

12. MANAGEMENT

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

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

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

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

13. RENT DEPOSITS

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

14. VAT

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

15. TRANSFER AS A GOING CONCERN

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

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

16. CAPITAL ALLOWANCES

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

17. MAINTENANCE AGREEMENTS

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

18. LANDLORD AND TENANT ACT 1987

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

19. SALE BY PRACTITIONER

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

20. TUPE

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

21. ENVIRONMENTAL

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

22. SERVICE CHARGE

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

23. RENT REVIEWS

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

- 23.4 The seller must promptly:

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

24. TENANCY RENEWALS

- 24.1 This condition 24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- 24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not (without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- 24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- 24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- 24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

25. WARRANTIES

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

26. NO ASSIGNMENT

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

27. REGISTRATION AT THE LAND REGISTRY

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

28. NOTICES AND OTHER COMMUNICATIONS

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

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

Derby

Wednesday 24th February
Thursday 14th April
Thursday 9th June
Thursday 21st July
Thursday 8th September
Thursday 20th October
Wednesday 7th December

Derby Office
2 - 6 The Strand
Derby
DE1 1BA
01332 242 880

Nottingham

Thursday 11th February
Tuesday 22nd March
Thursday 5th May
Wednesday 13th July
Thursday 15th September
Thursday 3rd November
Wednesday 14th December

Nottingham Office
32 Wheeler Gate
Nottingham
NG1 2ND
0115 958 8702

Leicester

Tuesday 23rd February
Tuesday 12th April
Tuesday 14th June
Thursday 11th August
Thursday 29th September
Thursday 24th November

Leicester Office
85 Granby Street
Leicester
LE1 6FB
0116 254 9654

Birmingham

Thursday 25th February
Thursday 5th May
Thursday 7th July
Thursday 8th September
Thursday 20th October
Thursday 8th December

Birmingham Office
45 Summer Row
Birmingham
B3 1JJ
0121 233 5046

