



THE MIDLANDS AUCTION CENTRE

Bagshaws Residential

Property Auction

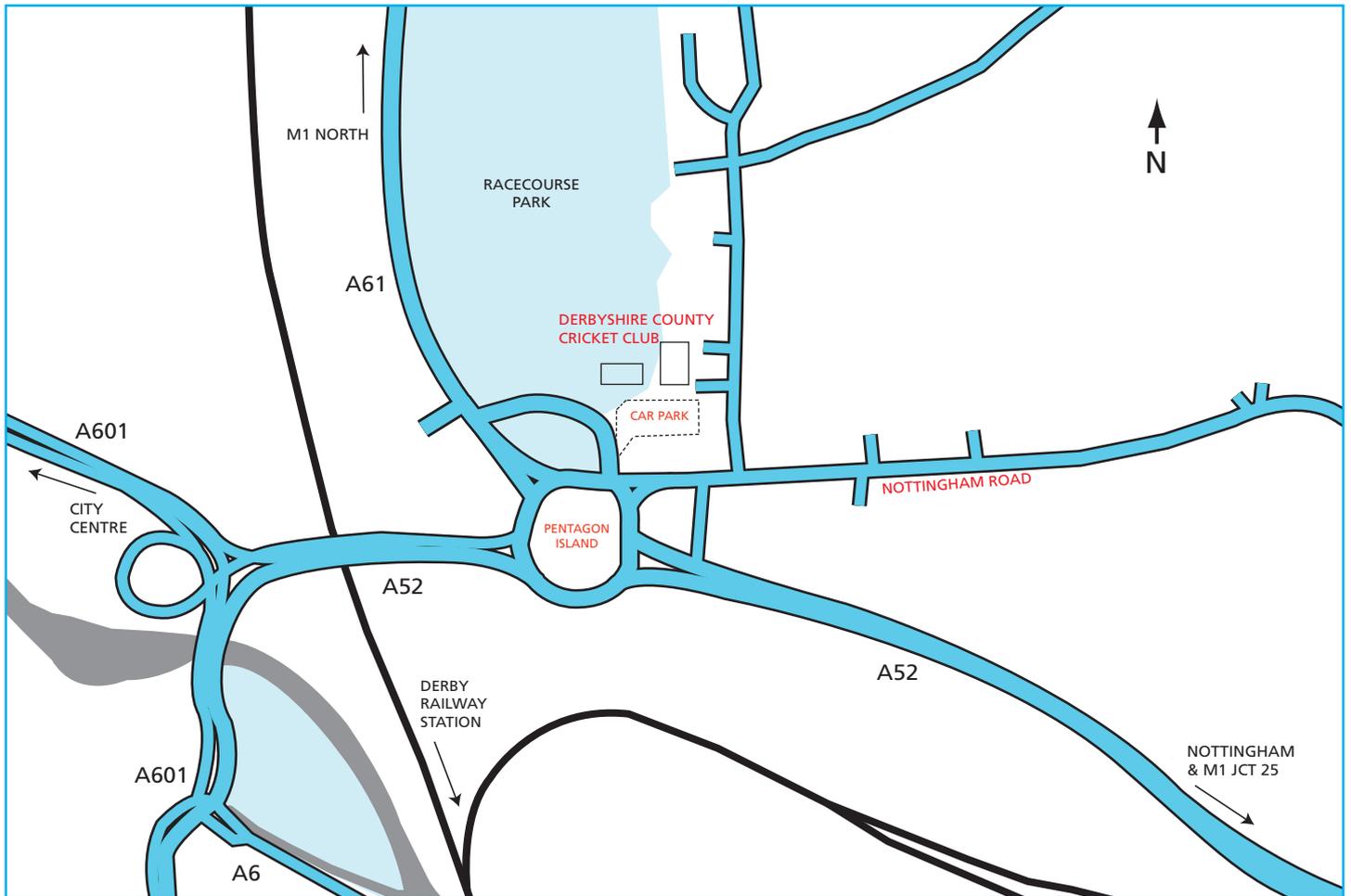
Thursday 14th February 2019
commencing at 11.30am

Derbyshire County Cricket Club
Nottingham Road
Derby
DE21 6DA



Auction Venue

Derbyshire County Cricket Club
Nottingham Road, Derby DE21 6DA



Thursday
14th February 2019
Commencing at 11.30am



bagshaws residential

Midlands Auction Centre
32-34 Cornmarket
Derby DE1 2DG

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



Introduction

From Simon Gillibrand,
Auction Partner

Welcome to our first auction sale of 2019 and on behalf of Bagshaws Residential Auctions we would all like to wish you a Happy New Year.

This year we will hold our usual 6 auctions at the Derbyshire County Cricket Ground giving everybody the opportunity to bid whether they can make it to the auction or choose to bid remotely.

Looking back on 2018 it was clearly a year of uncertainty with all the issues involving Brexit yet during this time interest rates remain low and with some adjustment in property values in certain geographic locations, property became yet again more affordable than ever before. Of course as Brexit continues to deliver uncertainty at this time it does provide opportunities for buyers to compete in a market place where some are sitting on their hands and buy properties at today's levels which I believe will substantially increase once we have a solution and a way forward following the Brexit debacle.

Turning to the catalogue you will find an array of stock to include two bedroom, traditional terraces in Derby. A range of land to also include stables and fields in Chellaston as well as a block of garages and ground in the Peak District village of Tideswell. There can also be

found a fantastic cottage with overlooking valley views in Powys, Wales. Turning to project properties that come with planning permission such as an apartment block in Derby which could lead to have a further three more apartments or The Old Bakerhouse in Ashbourne which could lead to a two bedroom dwelling.

A little reminder to advise that buying properties at auction avoids a lot of the difficulties and delays which can be experienced during the normal conveyancing process. Auction makes it a much smoother and speedier process with no chains and contracts being exchanged in the auction room. Completion dates are usually within 28 days.

Many of you will be very aware of our identification requirements to comply with money laundering regulations. We do realise that providing this documentation can be a frustration however it is a legal requirement when purchasing a property that you have the correct identification with you, this will now be taken when you register at the auction. We

are grateful for your assistance with the procedure. Please refer to our information for bidder's page in our catalogue.

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

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

We look forward to welcoming you to the Derbyshire County Cricket Ground on 14th February and wish you the best of luck with your bidding.

Auction Team



Simon Gillibrand
Auction Partner



Simon Arnes
Auctioneer



Paul Perriam
Area Director



Simon Anderson
Business Development
Manager



Giles Hart
National Operations
Director



Ian Simmonds
Area Director



Rob Southwell
Area Partner



Jamie Forman
Senior Area Director



Kevin Jackson
Area Director



Yasmin Ward
Auction Co-ordinator

Important Notice

TO BE READ BY EVERYONE CONSIDERING BUYING AT AN AUCTION

Please read this page in conjunction with the section entitled "The Conduct of the Auction" printed at the rear of this catalogue.

They should help you understand the auction process and how we act. Please contact us with any queries you may have.

It is very important you understand that if you (a) read our catalogue or (b) consider buying or (c) attend our auction or (d) bid or buy beforehand, at the auction or afterwards, then you agree to the basis on which we do business as set out in the section entitled "The Conduct of the Auction" and this page. This applies even if you have not read them.

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at: www.bagshawsauctions.co.uk, and look out for any additional materials on the day of the auction, in order to stay fully informed with the up to date information.

INTRODUCTION

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

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

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

RESERVE PRICE The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

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

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

PLANS Plans in this catalogue, but not the venue location plans, may be reproduced by permission of the Ordnance Survey on behalf of the controller of Her Majesty's Stationery Office. Crown Copyright. All rights reserved. Licence No. E5100003644. They are published only for the convenience of purchasers and their accuracy, shading, scale and any boundaries shown are not guaranteed and they are expressly excluded from any contract.

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

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

BEFORE THE AUCTION

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

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

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

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

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

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

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

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

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

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

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

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

AT THE AUCTION

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

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

THE ADDENDUM You should obtain and read carefully the final

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

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

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

ONCE A LOT IS SOLD

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

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

PAYING THE CONTRACT DOCUMENTATION CHARGE A charge of £1,000 inc. VAT must be paid by the buyer (or successful bidder) of each lot, at the same time as, and in addition to, the deposit. If this charge is not paid separately, it will be deducted from the amount of monies received before the balance is applied to the contractual deposit. If the purchase fails to complete no refund will be given.

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

AFTER THE AUCTION

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

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

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

Your guide to buying at auction

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction. The auctioneers have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue. Our auction room specialists have drawn up a list of auction do's and don't's. If you have any questions, please call your local auction office, where a member of staff will be happy to help.

DO'S

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

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

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

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

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

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

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

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

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

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

DO Remember to bring the means to pay the **CONTRACT DOCUMENTATION CHARGE** of typically £1,000.00 (inc. VAT) for each Lot purchased.

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

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

DON'TS

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

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

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

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

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

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

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

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

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

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

BIDDER

Auction bidders registration form

LOTS BIDDING ON

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



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

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

B: A utility bill or bank/debit card statement - (proof of residence)
(must be dated within the **last 3 months**)

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

Name of bidder: _____

Name of buyer (if different: _____

Postal address: _____

_____ Postcode: _____

Contacts: Home _____
Work _____
Mobile _____
Email _____

Solicitors: _____

Address: _____

_____ Postcode: _____

Tel No: _____ DX No: _____

Signature: _____ Date: _____

Please tick if you do not wish to be on our mailing list
How did you hear about the auction (please tick all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Rightmove | <input type="checkbox"/> Local newspaper | <input type="checkbox"/> On mailing list |
| <input type="checkbox"/> Zoopla | <input type="checkbox"/> Sales board | <input type="checkbox"/> Email alert |
| <input type="checkbox"/> Prime location | <input type="checkbox"/> Local agent | <input type="checkbox"/> Friend/colleague |
| <input type="checkbox"/> Google search | <input type="checkbox"/> Estate Gazette | <input type="checkbox"/> Other |

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

Information for Bidders

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

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

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

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

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

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

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

List of acceptable proof of identity and address documentation.

List A - evidence of identity (including photograph)

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

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

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

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

Order of Sale

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

Lot	Address	*Guide Price
1	The Old Bakerhouse, High Street, Longnor, Buxton, Derbyshire	£55,000
2	15 Wetmore Lane, Burton-On-Trent, Staffordshire	£65,000
3	1 Maesyderyn Cottage, St. Harmon, Rhayader, Powys	£65,000
4	4 Felstead Road, Nottingham, Nottinghamshire	£95,000
5	Building Plot 36 Glengarry Way, Greylees, Sleaford, Nottinghamshire	£70,000
6	Land East of Mountain Ash, Long Lane, Shirebrook, Mansfield, Nottinghamshire	£180,000
7	47 Somerville Road, Worcester, Worcestershire	£125,000
8	Witham View and Barn, Walcott Bank, Tattershall Bridge, Lincoln, Lincolnshire	£165,000 - £170,000
9	51 Wild Street, Derby, Derbyshire	£71,000
10	Flat 1, 2 & 3, 136 Burton Road, Derby, Derbyshire	£165,000
11	4 Newark Road, Dudley, West Midlands	£75,000 - £80,000
12	38 Leswell Lane, Kidderminster, Worcestershire	£125,000 - £138,000
13	Flat 4, High Ash Court, Roman Bank, Skegness, Lincolnshire	SOLD PRIOR
14	125 Eastfield Road, Wellingborough, Northamptonshire	£100,000
15	12 High Street, Heckington, Sleaford, Lincolnshire	£130,000 - £135,000
16	258 Drake Avenue, Worcester, Worcestershire	£110,000
17	13 Dade Avenue, Inkersall, Chesterfield, Derbyshire	£110,000
18	Land and Garages, Hardy Lane, Tideswell, Buxton, Derbyshire	£50,000
19	31 Furnace Lane, Loscoe, Heanor, Derbyshire	SOLD PRIOR
20	29 Upper Boundary Road, Derby, Derbyshire	£55,000
21	166 Tennal Road, Birmingham, West Midlands	£180,000
22	Land and Stables adjacent to Calvery House, Sinfin Moor Lane, Chellaston, Derby, Derbyshire	£100,000 - £120,000
23	Well Croft, Church Lane, Mugginton, Weston Underwood, Ashbourne, Derbyshire	£360,000 - £400,000
24	15 Oakham Road, Dudley, West Midlands	£90,000 - £100,000
25	56 Church Lane, Brinsley, Nottingham, Nottinghamshire	£105,000
26	Park View, New Road, Uttoxeter, Staffordshire	£180,000 - £200,000



- > Located in the highly sought after village location of Longnor in The Peak District National Park
- > Period semi-detached property which was formerly an Old Bakehouse with planning permission

The Old Bakerhouse, High Street, Longnor, Buxton, Derbyshire SK17 0PG



Description

Nestled in the highly sought after Peak District village of Longnor with its cobbled market place, two village pubs and shops is this period semi-detached property which was once a Bakerhouse with a small plot of land. The property is situated to the left hand side and to the rear of "The Old Post Office". The ground to the left has planning for a new building, situated to the rear of the plot, which will adjoin the two storey barn which is attached to the rear of "The Old Post Office". Planning has been granted for the conversion and extension for a two bedroom dwelling via The Peak District National Park Authority, ref no: NP/SM/0817/0818.

Accommodation

One completed the property would comprise of Ground Floor: Living area, kitchen, dining room, cloakroom, hallway. First Floor: Landing, two bedrooms, Shower Room W/C Exterior: Garden
Freehold

Tenure

Freehold

EPC

Energy Efficiency Rating: Not Applicable

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential Ashbourne, Shawcroft Centre, Dig St, Ashbourne, Derbyshire, DE6 1GF - Tel: 01335 346677.

***Guide Price £55,000**

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



- > Great opportunity to acquire this traditional two bedroom terrace property
- > The terrace also offers an opportunity for improvement to bring to modern day standards

15 Wetmore Lane, Burton-On-Trent, Staffordshire DE14 1RH



Description

Great opportunity to acquire this traditional two bedroom terrace house with easy access to Derby Road and Burton town centre which benefit from many shopping and leisure facilities. The property is located in a no through road position and offers a good sized rear garden, gas central heating and double glazed windows both were specified. The terrace also offers an opportunity for improvement to bring to modern day standards. Please note that we understand that Japanese knot weed has been found in the properties garden as well as the neighboring garden however no reports are available.

Accommodation

Ground Floor: Lounge, dining room, kitchen, utility room/store
First Floor: Passageway, landing, two bedrooms, bathroom W/C.
Exterior: Yard, garden, W/C



Tenure

Freehold

EPC

Energy Efficiency Rating: D with a total floor area of 796.5 sq ft / 74 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

John German Estate Agents, 129 New Street, Burton-on-Trent, DE14 3QW - Tel: 01283 512244.

***Guide Price £65,000**

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



- > Deceptively spacious two bedroom semi-detached cottage
- > Located close to the town of Rhayader, Powys Mid-Wales

1 Maesyderyn Cottage, St. Harmon, Rhayader, Powys LD6 5LU



Description

Situated on the edge of the village of St. Harmon which is located close to the town of Rhayader, Powys Mid-Wales is this deceptively spacious two bedroom semi-detached cottage along with an outside area with a store shed. The outside area is located to the rear of the property via a shared access. The cottage is in need of modernisation to bring up to modern day standards as well as benefitting from far reaching views over the Marteg Valley. The village of Rhayader which is within easy access to the cottage has a range of local shops and stands on the river wye and is home to the spectacular dams and reservoirs of Elan and Claerwen Valleys.

Accommodation

Ground Floor: Entrance hallway, living room, kitchen.
First Floor: Landing, two bedrooms, inner landing, bathroom W/C.
Exterior: Outside area to rear via shared access.



Tenure

Freehold

EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Viewing

Bagshaws Residential Auctions, 32-34 Corn Market, Derby, Derbyshire, DE1 2DG - Tel: 01332 542296.

***Guide Price £65,000**

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



- > End of terrace in need of modernisation to bring it up to modern day standards
- > Situated within the popular Nottingham suburb of Beechdale with many local amenities

4 Felstead Road, Nottingham, Nottinghamshire NG8 3HD



Description

Situated within the popular Nottingham suburb of Beechdale which affords easy access into Nottingham city centre is this traditional end of terrace property. The property benefits from being close to good transport links as well as having easy access towards the M1 motorway junction 26. This end of terrace is in need of modernisation to bring it up to modern day standards and comprises of good sized a lounge with bay window, kitchen/diner, three bedrooms and a first floor bathroom. There also can be found off road parking provided by a driveway to the front as well as an enclosed garden to rear.

Accommodation

Accommodation:
 Ground Floor: Entrance hallway, lounge, kitchen/diner.
 First Floor: Landing, three bedrooms, bathroom W/C
 Exterior: Front garden and driveway, enclosed garden to the rear

Tenure

Freehold

EPC

Energy Efficiency Rating: E with a total floor area of 710.4 sq ft / 66 sqm.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

William H Brown Nottingham, 20 Upper Parliament Street, Nottingham, NG1 2AD - Tel: 0115 958 7766.

***Guide Price £95,000**

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







Buying or Selling at Auction?

- Should you need us to prepare a legal pack to sell your property or advise you on a legal pack to purchase a property, we can do this.
- We work hard to provide a high standard of work with competitive prices.

Receive a quote on the same day as the auction
and instruct us in the auction room for

10% off legal costs

Open Mon - Fri 9am - 5pm
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- > Opportunity to acquire an excellent single plot measuring 2,820 sq ft subject to measured survey
- > Planning has been granted for the erection of a single property by North Kesteven Council

Building Plot 36 Glengarry Way, Greylees, Sleaford, Nottinghamshire NG34 8XU



Description

A great opportunity to purchase this individual building plot located in Greylees, on the outskirts of Sleaford. Sleaford offers a wide range of shops and leisure facilities as well as other services to include Rauceby railway station. The plot has planning permission which has been granted by North Kesteven Council for the erection of a four bedroom, detached house of 1,161 sq ft. Application REF: 17/1262VARCON.

Accommodation

Once built the property will consist of..

First Floor: Hall, cloakroom, lounge, kitchen/dining room.

Second Floor: Landing, bedroom one with en-suite, three bedrooms, bathroom W/C.

Exterior: Garage as well as gardens.



Tenure

Freehold

EPC

Energy Efficiency Rating: Not Applicable

Vendor's Solicitors

Gateley LLP, 111 Edmund Street, Birmingham, B3 2HJ. Tel: 0121 234 0000.

Viewing

William H Brown Sleaford, 75 Southgate, SLEAFORD, Lincolnshire, NG34 7TA - Tel: 01529 303040.

***Guide Price £70,000**

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



- > Development site with planning for the erection of six bungalows
- > Located in the popular area of Shirebrook with many local facilities

Land East of Mountain Ash, Long Lane, Shirebrook, Mansfield, Nottinghamshire NG20 8AZ



Description

Located within walking distance of Shirebrook shopping area can be found this development site for the erection of six bungalows, parking as well as garages. The site which is a primary level does have planning permission which has been granted by Bolsover District Council, reference no: 18/00352/FUL dated the 20th August 2018 for the length of three years. Shirebrook is a North Nottinghamshire town which benefits from its own range of shopping as well as leisure facilities.

Accommodation

Not Applicable

Tenure

Freehold



EPC

Energy Efficiency Rating: Not Applicable

Vendor's Solicitors

Hopkins Solicitors, 27 Regent St, Nottingham, NG1 5BS. Tel: 0115 910 5555.

Viewing

Bagshaws Residential Derby, 32-34 Cornmarket, Derby, Derbyshire, DE1 2DG - Tel: 01332 361308.

***Guide Price £180,000**

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



- > Great opportunity to acquire this three bedroom family home set in a cul-de-sac position
- > Ideally placed for Worcester city centre, Shrub Hill Station, local amenities as well as leisure facilities

47 Somerville Road, Worcester, Worcestershire WR4 9QG



Description

Great opportunity to acquire this three bedroom family home set in a cul-de-sac position which is ideally placed for Worcester city centre, Shrub Hill Station, local amenities as well as leisure facilities. The property benefits from a sitting room, dining kitchen, an enclosed rear garden as well as a front garden. The property is also a great opportunity for investors as well as the rental market.

Accommodation

Ground Floor: Entrance hallway, sitting room, dining kitchen.
 First Floor: Landing, three bedrooms, bathroom W/C.
 Exterior: Front and rear gardens.

Tenure

Freehold

EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Connells Wardon Villages, 3 Lyppard Grange, Ankerage Green, Worcester, WR4 ODZ - Tel: 01905 724555.

***Guide Price £125,000**

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

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- > A fantastic project and opportunity to acquire this detached three bedroom cottage and barns
- > The cottage is in need of total modernisation internally to bring up to moderns day standards

Witham View and Barn, Walcott Bank, Tattershall Bridge, Lincoln, Lincolnshire LN4 4JP



Description

A fantastic project and opportunity to acquire this detached three bedroom cottage situated in a rural riverside location in Tattershall Bridge. The cottage is in need of total modernisation and improvement internally to bring up to moderns day standards. The internal accommodation of the cottage comprises of kitchen, store room, two reception rooms together with three bedrooms and bathroom to first floor. The cottage also sits on a good sized plot with a variety of out buildings to include a double storey barn with a triple open fronted store, single brick built barn, two crew yards and a range of brick built pig pens. There is also a side garden and open views to all sides of the property.

Accommodation

Ground Floor: Kitchen, store room, living room, entrance hallway, sitting room.
First Floor: Landing, three bedrooms, family bathroom W/C.
Exterior: Side enclosed rear garden and plot of land with outbuildings

Tenure

Freehold

EPC

Energy Efficiency Rating: F with a total floor area of 1517.7 sq ft / 141 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

William H Brown Boston, 14 Wide Bargate, Boston, Lincolnshire, PE21 6RH - Tel: 01205 351010.

***Guide Price £165,000 - £170,000**

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



- > Great opportunity to acquire this two bedroom terrace property located off Utttoxeter Old Road
- > The property is situated close to Derby city centre as well as having easy access to Derby University

51 Wild Street, Derby, Derbyshire DE1 1GP



Description

Fantastic opportunity to acquire this two bedroom, mid-terrace house which is situated in a great location and offers easy access in to Derby city centre with its range of shopping and leisure facilities as well as excellent transport links to include the A52 and A6. Friar Gate and Ashbourne Road is within walking distance which benefits from relaxed night life to include bars and restaurants. Closer to the property can be found a local park, bowling club, Derby University and shops.

Accommodation

Ground Floor: Lounge/diner, kitchen. First Floor: Two bedrooms, bathroom W/C.
Exterior: Rear enclosed garden together with a brick store.

Tenure

Freehold

EPC

Energy Efficiency Rating: E with a total floor area of 796.53 sq ft / 74 sq m.

Vendor's Solicitors

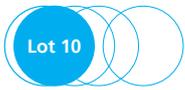
Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential Derby, 32-34 Cornmarket, Derby, Derbyshire, DE1 2DG - Tel: 01332 361308.

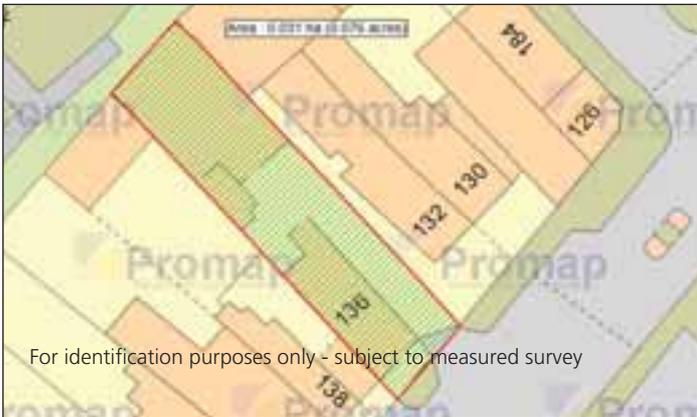
***Guide Price £71,000**

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



- > Large end of terrace property with three self-contained flats, two presently let on AST's
- > Planning has been granted for the erection a further three flats to replace the garage/workshop

Flat 1, 2 & 3, 136 Burton Road, Derby, Derbyshire DE1 1TN



For identification purposes only - subject to measured survey



Description

Great opportunity to acquire this large end of terrace property with three self-contained flats, two presently let on AST's. In addition, planning has been granted for the erection a further three apartments, set within the grounds, to replace the garage/workshop. The site once completed could offer up to six/seven apartments, three/four in the present block subject to regulations. The potential additional three apartments have planning permission granted via Derby City Council, reference no: DE11/17/01503. The estimated rental income once completed would be around £26,800 PA.

Accommodation

Ground Floor: Communal entrance hall, room which presently opens into the basement, W/C.
 First Floor: Landing.
 Flat 2: Kitchen/lounge, hall, bedroom, bathroom.
 Flat 3: Bedsit, bathroom W/C.
 Flat 1: Lounge/bedroom, kitchen, bathroom W/C.

Tenure

Freehold

EPC

Energy Efficiency Rating: Flat 1 - E with a total floor area of 850.35 sq ft / 79 sq m. Flat 2 - F with a total floor area of 398.26 sq ft / 37 sq m. Flat 3 - G with a total floor area of 226.04 sq ft / 21 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential Auctions, 32-34 Corn Market, Derby, Derbyshire, DE1 2DG - Tel: 01332 542296.

***Guide Price £165,000**

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



- > Traditional two bedroom semi-detached property located close to many local amenities
- > Situated in Netherton, South of Dudley town centre with its range of shopping and leisure facilities

4 Newark Road, Dudley, West Midlands DY2 9SH



Description

Situated in Netherton, South of Dudley town centre with its extensive range of shopping, leisure facilities and great transport links can be found this traditional two bedroom semi-detached property. The property is also located to popular schools as well as amenities and has easy access to the M5 and also the M6 motorway. On completion a new tenancy will be created for twelve months on an Assured Short Hold Tenancy at £525pcm.

Accommodation

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

Tenure

Freehold

EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Shipways Dudley, 216 High St, Dudley, DY1 1PB - Tel: 01384 238779.

***Guide Price £75,000 - £80,000**

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



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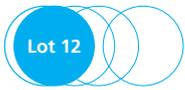
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- > Great opportunity to acquire this three bedroom traditional, semi-detached house
- > Located in the popular area of Kidderminster with its range of shopping and leisure facilities

38 Leswell Lane, Kidderminster, Worcestershire DY10 1RN



Description

Great opportunity to acquire this three bedroom traditional, semi-detached house located in the popular area of Kidderminster with its range of shopping and leisure facilities as well as excellent transport links. The property is need in of modernisation to bring to modern day standards but does benefit from having double glazed windows where specified as well as a lounge, kitchen, dining room and driveway parking as well as a rear garden.

Accommodation

Ground Floor: Entrance hallway, lounge, dining room, kitchen.
 First Floor: Landing, three bedrooms, bathroom W/C
 Exterior: Driveway providing parking, rear enclosed garden.

Tenure

Freehold



EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Shipways Kidderminster, 4 Carlton House, Marlborough Street, Kidderminster, DY10 1AY - Tel: 01562 829900.

***Guide Price £125,000 - £138,000**

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



- > Situated in the seaside town location of Skegness is this one bedroom second floor flat
- > The property also benefits from being within close proximity to Skegness beach front

Flat 4, High Ash Court, Roman Bank, Skegness, Lincolnshire PE25 2RU



Description

Situated in the seaside town location of Skegness is this one bedroom, self contained, second floor flat ideal for an investment opportunity. The accommodation comprises of a communal entrance hallway, inner hallway, open plan lounge and kitchen, shower room W/C. The property also benefits from being within close proximity to Skegness beach front and other many local amenities to include, schools, shops, restaurants and Skegness Pier.

Accommodation

Second Floor: Communal hallway, inner hallway, open plan lounge and kitchen, shower room W/C, bedroom.

Tenure

Leasehold



EPC

Energy Efficiency Rating: D with total floor area of 322.92 sq ft / 30 sq m.

Vendor's Solicitors

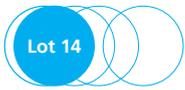
Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

William H Brown Skegness, 20 Roman Bank, Skegness, PE25 2RU - Tel: 01754 768311.

***Guide Price Sold Prior**

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



- > Great opportunity to acquire this traditional semi-detached three bedroom property
- > The property requires modernisation through out to bring up to today's modern day standards

125 Eastfield Road, Wellingborough, Northamptonshire NN8 1PT



Description

Great opportunity to acquire this traditional semi-detached three bedroom property located on the outskirts of Wellingborough town centre. The property requires modernisation through out to bring up to today's modern day standards. The accommodation comprises of an open plan lounge and kitchen on the ground floor together with three bedrooms and family bathroom on the first floor. Outside of the property can be found a driveway providing parking as well as a rear enclosed garden. Wellingborough town centre which is situated close by benefits from a range of shopping and leisure facilities as well as great access to various transport links.

Accommodation

Ground Floor: Entrance hallway open plan lounge/kitchen.
First Floor: Landing, three bedrooms, bathroom W/C.
Exterior: Front and rear enclosed garden, driveway.



Tenure

EPC

Energy Efficiency Rating: F with a total floor area of 796.5 sq ft / 74 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

William H Brown Wellingborough, 5 Sheep Street, WELLINGBOROUGH, Northamptonshire, NN8 1BL - Tel: 01933 276622.

***Guide Price £100,000**

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



- > A fantastic opportunity to purchase this double bay fronted period property
- > Situated in the heart of the Lincolnshire village of Heckington with local amenities

12 High Street, Heckington, Sleaford, Lincolnshire NG34 9QZ



Description

A fantastic opportunity to purchase this double bay fronted period property, situated in the heart of the Lincolnshire village of Heckington. The property is in need of renovating and modernisation throughout to bring up to modern day standards. Once the renovations have been completed the property will make a delightful home. The accommodation comprises of three good sized reception rooms along with a kitchen, the first floor offers three bedrooms as well as a bathroom. Outside of the property can be found a courtyard to the rear with two brick outhouses and a W/C. The village of Heckington lies between Sleaford and Swineshead Bridge and affords easy access to the A17.

Accommodation

Ground floor: Entrance Hallway, living Room, dining room, sitting room, kitchen.
First floor: Landing, three bedrooms, bathroom.
Exterior: Courtyard to the rear.



Tenure

Freehold

EPC

Energy Efficiency Rating: F with a total floor area of 1140.9 sq ft / 106 sq m.

Vendor's Solicitors

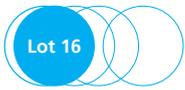
Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

William H Brown Sleaford, 75 Southgate, SLEAFORD, Lincolnshire, NG34 7TA - Tel: 01529 303040.

***Guide Price £130,000 - £135,000**

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



- > Opportunity to acquire this three bedroom town house located in the St. Johns suburb of Worcester
- > The property is in need of upgrading and once completed would offer a great home

258 Drake Avenue, Worcester, Worcestershire WR2 5RZ



Description

Great opportunity to acquire this three bedroom town house located in the St. Johns suburb of Worcester, West of the city centre. The location offers a range of independent shops as well as facilities to include a supermarket, schools, swimming, rowing facilities as well as being the home for Worcester University and its campus. The property is in need of upgrading however, once completed would offer a great family home or letting opportunity as the town house offers front and rear gardens as well as off road parking. We understand that some structural works have been undertaken on this property including new external brick works.

Accommodation

Ground Floor: Entrance hallway, lounge, dining room, kitchen.
 First Floor: Landing, three bedrooms, bathroom W/C.
 Exterior: Front and rear gardens, off road parking.

Tenure

Freehold

EPC

Energy Efficiency Rating: F with a total floor area of 764.2 sq ft / 71 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Connells Worcester, 3 Foregate Street, Worcester, WR1 1DB - Tel: 01905 611 411.

***Guide Price 110,000**

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



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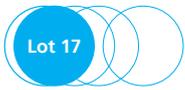


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- > Extended three bedroom semi-detached located in Inkersall
- > The property would benefit from a programme of refurbishment

13 Dade Avenue, Inkersall, Chesterfield, Derbyshire S43 3SQ



Description

Located in the village inkersall a few miles from Chesterfield with access to the A679 and the A632 which in turn leads to the M1 is this three bedroom semi-detached property which would benefit from a programme of refurbishment. The property is located close to many local amenities to include schools, shops as well as other facilities.

Accommodation

Ground Floor: Porch, hallway, cloaks, kitchen, lounge, diner, rear porch
 First Floor: Landing, three bedrooms, bathroom W/C
 Exterior: Gardens and an integral garage

Tenure

Freehold



EPC

Energy Efficiency Rating: D with a total floor area of 1280.91 sq ft / 119 sq m.

Vendor's Solicitors

DC Law, Southport Business Park, Wright Moss Way, Southport, PR8 4HQ.

Viewing

William H Brown Chesterfield, 6 Glumangate, Chesterfield, S40 1TP - Tel: 01246 204492.

***Guide Price £110,000**

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



- > Area of land along with three garages and a number of mature trees
- > Located in the heart of a conservation in The Peak District village of Tideswell

Land and Garages, Hardy Lane, Tideswell, Buxton, Derbyshire SK17 8JU



Description

Located in the heart of a conservation area in the renowned Peak District village of Tideswell, is this enclosed area of land with three garages and a number of mature trees which have TPO orders. The entry to the land is via a gated entrance on a small lane known as Hardy Lane, which is located off Sherwood Road. Tideswell is located approximately six miles east of Buxton and has a range of facilities to include shops, schools, access to many walks and natural beauty spots.

Accommodation

Not Applicable

Tenure

Freehold



EPC

Energy Efficiency Rating: Not Applicable

Vendor's Solicitors

Franklin and Co, Town Hall Chambers, Anchor Square, Bakewell, Derbyshire, DE45 1DR. Tel: 01629 814461.

Viewing

Bagshaws Residential Bakewell, Bridge Street, Bakewell, Derbyshire, DE45 1DS - Tel: 01629 814774.

***Guide Price £50,000**

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



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- > Great opportunity to acquire this three bedroom, detached house, situated on the edge of Loscoe
- > Located in a no through road position close to the local fishing lake and countryside

31 Furnace Lane, Loscoe, Heanor, Derbyshire DE75 7LD



Description

Great opportunity to acquire this three bedroom, detached house, situated on the edge of Loscoe. Located in a no through road position close to the local fishing lake and countryside. The property has under gone a scheme of modernisation including a new bathroom and kitchen as well as benefiting from off road parking and gardens to front and rear. The property is situated close to many good transport links into Ilkeston as well as Derby city centre and is located close to a selection of shopping and leisure facilities together with schools and health services in nearby towns.

Accommodation

Ground Floor: Hallway, lounge, dining /kitchen area, utility, W/C.
First Floor: Landing, three bedrooms, bathroom W/C.
Exterior: Front and rear gardens as well as parking.



Tenure

Freehold

EPC

Energy Efficiency Rating: E with a total floor area of 1054.86 sq ft / 98 sq m.

Vendor's Solicitors

Smith Partnership Derby, Norman House, Friar Gate, Derby, DE1 1NU. Tel: 01332 225225.

Viewing

Burchell Edwards Ilkeston, 21 Bath St, Ilkeston, DE7 8AH - Tel: 0115 932 7232.

***Guide Price Sold Prior**

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



- > Two bedroom terraced property in need of modernisation
- > Located in the popular area of Derby with many local amenities

29 Upper Boundary Road, Derby, Derbyshire DE22 3NU



Description

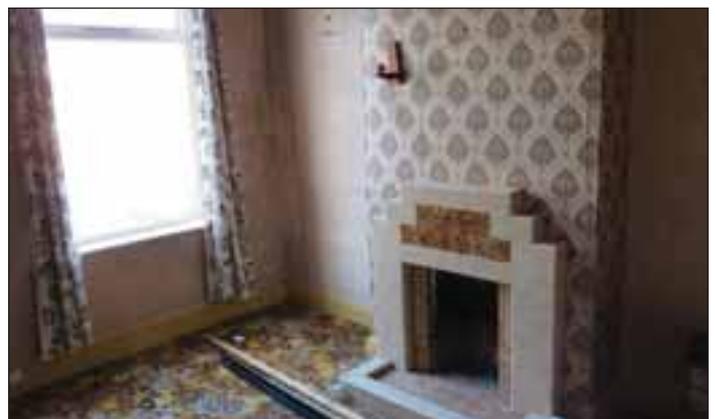
Great opportunity to acquire this traditional two bedroom terraced house in need of modernisation, located off Uttoxeter Road. The property is within walking distance of Derby City Centre and Friar Gate which offers relaxed night life to include bars and restaurants as well as other amenities. Closer to the property can be found a local park as well as shops and great transport links to the city centre, A52 and A6.

Accommodation

Ground Floor: lounge, inner hallway, dining room, kitchen.
First Floor: Landing, two bedrooms, bathroom W/C.
Exterior: Rear garden.

Tenure

Freehold



EPC

Energy Efficiency Rating: F with a total floor area of 63 sq m / 678.13 sq ft

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential, 32-34 Cornmarket, Derby, Derbyshire, DE1 2DG - Tel: 01332 361308.

***Guide Price £55,000**

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



- > Three bedroom terrace property located in the popular area of Birmingham
- > The property is in need of modernisation throughout to bring to today's modern standards

166 Tennial Road, Birmingham, West Midlands B32 2HN



Description

Great opportunity to acquire this three bedroom terrace property located in the popular area of Birmingham. The property is in need of modernisation throughout to bring to today's modern standards however it does benefit from having three reception rooms, kitchen, ground floor W/C, rear garden and a driveway providing parking. Harborne is located close by which affords easy access to shopping and leisure facilities as well as good transport links.

Accommodation

Ground Floor: Entrance, three reception rooms, kitchen, W/C.
 First Floor: Landing, three bedrooms, bathroom.
 Exterior: Rear enclosed garden and driveway.

Tenure

Freehold

EPC

Energy Efficiency Rating: D with a total floor area of 1108.6 sq ft / 103 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Shipways Harborne, 172 High St, Birmingham, B17 9PP - Tel: 0121 427 3264.

***Guide Price £180,000**

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





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- > Excellent opportunity to purchase this purpose built stable block holding area
- > Situated in a cul-de-sac position on the edge of Chellaston with many local amenities

Land and Stables adjacent to Calvery House, Sinfin Moor Lane, Chellaston, Derby, DE73 5SP



Description

Excellent opportunity to purchase this purpose built stable block and holding area as well as an enclosed paddock with a ménage. Situated in a cul-de-sac position on the edge of Chellaston which benefits from a range of shopping facilities, a public house, schooling along with access to the A50 linking the M1 to Stoke-on-Trent. Derby city centre is also close by with an extensive range of shopping and leisure facilities along with great public transport links. We are presently awaiting the plan before we are able to measure the acreage of the land.

Accommodation

The stable block consists of four stables, tack room, toilet W/C, further store and further shed.

There is also a holding yard and grounds along with enclosed paddock and ménage.

Tenure

Freehold

EPC

Energy Efficiency Rating: Not Applicable

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential Auctions, 32-34 Corn Market, Derby, Derbyshire, DE1 2DG - Tel: 01332 542296.

***Guide Price £100,000 - £120,000**

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



- > Detached three bedroom property in need of modernisation
- > Situated in the sought after Derbyshire village of Mugginton

Well Croft, Church Lane, Mugginton, Weston Underwood, Ashbourne, Derbyshire DE6 4PL



Description

Situated in the sought after Derbyshire village of Mugginton which sits between Derby and Ashbourne is this detached three bedroom property in need of modernisation as well as cosmetic enhancement to bring up to modern day standards. The properties accommodation comprises of sitting room, dining room, kitchen, utility together a sun room with views of the rear courtyard. The first floor includes a family bathroom W/C and separate W/C. The exterior benefits from gardens to the front and sides of the property along with a driveway providing off road parking which in turn leads to a double detached garage. To the rear of the property can be found a partly enclosed courtyard, timber garden shed and summer house.

Accommodation

Ground Floor: Entrance porch, entrance hallway, sitting room, dining room, kitchen, rear lobby, rear entrance porch, utility, store place, sun lounge.
 First Floor: Landing, three bedrooms, bathroom W/C, separate W/C.
 Exterior: Enclosed rear courtyard, timber garden shed, summer house, driveway.

Tenure

Freehold

EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Bagshaws Residential Ashbourne, Shawcroft Centre, Dig St, Ashbourne, Derbyshire, DE6 1GF - Tel: 01335 346677.

***Guide Price £360,000 - £400,000**

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



- > Opportunity to acquire this traditional detached property in need of full refurbishment throughout
- > The property is situated in the sought after Oakham Road which has access links to the town centre

15 Oakham Road, Dudley, West Midlands DY2 7TA

Description

Fantastic opportunity to acquire this traditional detached property in need of full refurbishment throughout. The property is situated in the sought after Oakham Road in Dudley which has ideal access links to the town centre together with Birmingham city centre, M5 and M6 motorways. The accommodation comprises of traditional hallway, two large reception rooms and a kitchen to the rear. Three bedrooms and a family bathroom W/C can be found on the first floor. The property stands in a generous sized plot with a large rear garden as well gardens to the side and front along with a garage and off road parking.

Accommodation

Ground Floor: Hallway, lounge, dining room, kitchen.
First Floor: Three bedrooms, bathroom W/C.
Exterior: Driveway, garage and large rear garden.

Tenure

Freehold

EPC

Energy Efficiency Rating: TBC

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Shipways Dudley, 216 High St, Dudley, DY1 1PB - Tel: 01384 238779.



***Guide Price £90,000 - £100,000**

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



- > Traditional semi-detached three bedroom property
- > Situated in the Nottinghamshire village of Brinsley

56 Church Lane, Brinsley, Nottingham, Nottinghamshire NG16 5AB



Description

Situated in the Nottinghamshire village of Brinsley and close to the town of Eastwood is this traditional semi-detached three bedroom property. The property has been renovated to include a new fitted kitchen, bathroom and shower room. To the first floor there are two bedrooms and a separate shower room and a double bedroom to the second floor. The property also benefits from having off road parking to the front and a garden to the rear. Eastwood town centre also has good transport links Nottingham City Centre and the M1 motorway. We are lead to believe a previous sale has fallen through on this property.

Accommodation

Ground Floor: Hallway, lounge, dining room, kitchen, ground floor bathroom W/C. First Floor: Two bedrooms, shower room. Second Floor: Bedroom three
Exterior: Front and rear garden.



Tenure

Freehold

EPC

Energy Efficiency Rating: E with a total floor area of 936.4 sq ft / 87 sq m.

Vendor's Solicitors

Beightons Solicitors, 4 Victoria Street, Derby, DE1 1EQ. Tel: 01332 346430. Ref: Mr Parminder Singh.

Viewing

Burchell Edwards Eastwood, 134 Nottingham Rd, Eastwood, Nottingham, NG16 3GD - Tel: 01773 715454.

***Guide Price £105,000**

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



- > Extended detached five bedroom former farm house situated on the edge of the A50
- > Located close to the M6 towards the North West and also access to Derby and the M1 motorway

Park View, New Road, Uttoxeter, Staffordshire ST14 5DT



Description

Situated on the edge of the A50 which has excellent links to the M6 towards the North West and also access to Derby and the M1 motorway is this extended detached five bedroom former farm house. The property is in need of renovation throughout to bring up to modern day standards. The property sits on a good sized plot with extensive mature gardens, a large pond, driveway providing ample off road parking along with an outbuilding. Inside the property comprises of four good sized reception rooms, dining kitchen and utility.

Accommodation

Ground Floor: Entrance hallway, four reception rooms, dining kitchen, utility room.
First floor: Five bedrooms, en-suite shower to master W/C, bathroom W/C
Outside: Extensive garden, large pond, driveway, outbuilding.

Tenure

Freehold

EPC

Energy Efficiency Rating: G with a total floor area of 1593.0 sq ft / 148 sq m.

Vendor's Solicitors

Staffordshire Legal Services, 2 Staffordshire Place, STAFFORD, Staffordshire, ST16 2DH. Tel: 01785 895735.

Viewing

Bagshaws Residential Uttoxeter, 17 High Street, Uttoxeter, ST14 7HP - Tel: 01889 567567.

***Guide Price £180,000 - £200,000**

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

*thinking of **buying** or **selling**?*

our local
auCTION
EXPERTS



are
HERE
to help

ask to speak to a member
of the team today

visit us online at www.bagshawsauctions.co.uk

Results

28th November 2018

Lot	Address	Result
1	93 Broadway Street, Burton-on-Trent, Staffordshire	£63,500
2	170 Forest Road, Clipstone Village, Mansfield, Nottinghamshire	£75,000
3	63 Burnaby Street, Derby, Derbyshire	£70,000
4	Flat 4, High Ash Court, Roman Bank, Skegness, Lincolnshire	SOLD POST
5	1A & 1B Montague Street, Nottingham, Nottinghamshire	SOLD POST
6	57 Lorne Street, Kidderminster, Worcestershire	£85,000
7	86 Barnaby Gate, Newark, Nottinghamshire	SOLD POST
8	26 Portreath Drive, Allestree, Derby, Derbyshire	SOLD POST
9	Flat 1, 56 Loughborough Road, West Bridgford, Nottingham, Nottinghamshire	SSTC
10	7 Pershore Road, Kidderminster, Worcestershire	£150,000
11	Land adjacent to 65 Tylecote Crescent, Great Haywood, Stafford	£106,000
12	View Farm, 11 Malvern Road, Powick, Worcester, Worcestershire	SSTC
13	The Moletrap, Holme Road, Kirton Holme, Boston, Lincolnshire	£177,500
14	37-37a Grosvenor Road, Skegness, Lincolnshire	£62,000
15	69 Moorhouse Close, Wellington, Telford, Shropshire	WITHDRAWN
16	92 High Steet, Billingborough, Sleaford, Lincolnshire	WITHDRAWN
17	19 Edgwood Road, Kimberley, Nottingham, Nottinghamshire	£175,000
18	21 Loxdale Sidings, Bilston, West Midlands	SOLD POST
19	59 Ashleigh Drive, Loughborough, Leicestershire	SOLD POST
20	25a High Street, Heckington, Sleaford, Lincolnshire	UNSOLD
21	5 Sedge Close, Leasingham, Sleaford, Lincolnshire	UNSOLD
22	2 The Paddock, Ockbrook, Derby, Derbyshire	SOLD PRIOR
23	90 Station Road, West Hallam, Ilkeston, Derbyshire	UNAVAILABLE
24	1B Wood Street, Eastwood, Nottingham, Nottinghamshire	£50,000
25	Flats 1, 2 & 3, 136 Burton Road, Derby, Derbyshire	UNSOLD
26	15 Bridge End Road, Grantham, Lincolnshire	UNSOLD
27	34 Heath Cross, Uttoxeter, Staffordshire	£83,000
28	51 Wild Street, Derby	UNSOLD
29	Flat 4, 7 Buxton Road, Bakewell, Derbyshire	£73,000
30	Building Plot, 36 Glengarry Way, Greylees, Sleaford, Lincolnshire	UNSOLD
31	5 Windsor Road, Loughborough, Leicestershire	£107,000
32	31 Furnace Lane, Loscoe, Heanor, Derbyshire	SOLD POST
33	36 Claymills Road, Stretton, Burton-on-Trent, Staffordshire	£107,000
34	25 Acacia Avenue, Kingshurst, Birmingham, West Midlands	£145,000
35	Far Cottage, Church Street, Longnor, Buxton, Derbyshire	£300,000
36	Otherton Hall, Otherton, Penkridge, Stafford	SOLD PRIOR
37	6 Moorside Crescent, Sinfin, Derby, Derbyshire	UNSOLD
38	5 School Lane, Helpringham, Lincolnshire	UNSOLD
39	70 Markeaton Street, Derby, Derbyshire	£80,000
40	37 Carlton Road, Derby, Derbyshire	SOLD PRIOR
41	The Windmill known as The Mill, Money's Yard, Carre Street, Sleaford, Lincolnshire	SOLD PRIOR

Debit Card Form

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

PAYMENT METHOD

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

I wish to pay by: _____

Card Number: _____

Start Date: _____ Expiry Date: _____

Print Name: _____

Last 3 Digits on the back ____ / ____ / ____

Address: _____

ADVICE FOR PROPERTY VIEWERS

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

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

Money Laundering Regulations

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

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

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

documentation bidders/buyers must show us

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

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

List A - evidence of identity (including photograph)

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

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

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

queries and contacting us

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

Authority form to bid on behalf of non-attending bidder

Please also sign and return the reverse side of this form

Bidder's Name (for contract purposes): _____

Address: _____

Telephone No. _____ Mobile: _____ Email: _____



Solicitors Name: _____

Address: _____

Telephone No: _____

Contact Name: _____

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

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



The bid that I hereby authorise is:

Auction Date: _____

Lot No: _____

Address: _____

Maximum Bid: _____ £

_____ (words) _____

(The figure must be a definite one and not to be calculated for example by reference to others bids such as one bid above anyone else's bids. Any uncertainty could result in Bagshaws Residential not bidding).

There is a £50 administration charge if deposit is paid by personal cheque.

I attach cheque for £ _____

_____ words _____

Being the 10% of the maximum bid (Subject to a minimum deposit of £2,000) plus £1,000 inc VAT contract documentation fee

Please note there is a £50 administration charge if deposit is paid by personal cheque (No charge for debit card)

Signature of Bidder _____ Date _____

(Please also sign the reverse side of this form)

If the person signing is not the bidder the signatory warrants that authority has been given by the bidder.

Name (please print) _____

Address (if different from bidder) _____

Telephone No. _____

Please note should there be any alteration to the form and any mis-entries, which have to be corrected. These must be signed, in full, in the margins.



Terms and conditions to bid by telephone/letter

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

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

- (1) The bidder must complete a separate authority form for each Lot involved, and provide debit card details for 10% for the maximum amount of the bid for each Lot. [Please note the minimum deposit for any telephone/proxy bid is £2,000 per Lot.](#) There is a £50 administration charge if the deposit is paid by personal cheque.
- (2) The form must be sent to, or delivered to: Bagshaws Residential, 32-34 Cornmarket, Derby DE1 2DG to arrive before 6pm two working days prior to the start of that month's auction. It is the bidder's responsibility to check that the form is received by Bagshaws Residential and this can be done by telephoning the office.
- (3) The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue; the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction however the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- (4) In the case of telephone bids, at about the time that the Lot comes up for auction, attempts will be made to contact the bidder whom may then compete in the bidding up to the maximum of the amount authorised in the completed authority form.
[The Auctioneers will not bid beyond the maximum authorised amount except by prior written arrangement.](#)
- (5) In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Bagshaws Residential will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.
- (6) In the case of written bids, Bagshaws Residential staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Bagshaws Residential reserve to right not to bid.
- (7) [While Bagshaws Residential will use best endeavours when bidding on behalf of a bidder, we cannot accept responsibility for any actions or inactions on our part on our part including errors, omissions or doubts whether in the bidding or in the failure to bid and we can give no warranty or guarantee accordingly whether about the bidding or about the failure to bid.](#)
- (8) In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- (9) In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit ([minimum £2,000](#)) and the balance of the deposit (if any) will be returned promptly to the bidder.
- (10) In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- (11) [Once delivered to the auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.](#)
- (12) The authority can only be withdrawn by notification in writing, delivered to the Auctioneer on the morning of the sale at the Auction venue, before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by the Auctioneer and without such a receipt the authority stands and any successful Contract is binding on the bidder.
- (13) If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Bagshaws Residential staff as empowered under the telephone/written authority. Bagshaws Residential would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- (14) We are committed to preventing our services being used for the purposes of money laundering and in addition to asking you for proof of ID and address we carry out electronic ID verification of all vendors and purchasers. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. If you have any questions, please refer these to a member of the auction staff

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

Signed: _____

Date: _____

[Please sign this page and ensure the form overleaf is completed.](#)

Memorandum of Sale

Date of Auction _____ Lot _____
The Property Address _____
Address _____ Postcode _____

Seller _____

The Sellers' Firm _____
Solicitors Address _____
Postcode _____
Person Dealing _____ Tel No: _____

Purchase Price £ _____ (words) _____
Deposit (Min £2,000) £ _____ (words) _____
Balance £ _____ (words) _____

Exchange Date Dated this _____ day of _____
Completion Date _____ day of _____

The Buyer(S) Full Names _____
Address _____
Postcode _____
Tel Nos: Work _____ Home _____ Mobile _____

The Buyers' Full Names _____ Capacity _____
Agent Address _____
Postcode _____
Tel Nos: Work _____ Home _____ Mobile _____

The Buyers' Firm _____
Solicitors Address _____
Postcode _____
Person Dealing _____ Tel No: _____

Declarations I / we the above named Buyer(s) hereby acknowledge that I / we have today purchased the Property described above and in the attached particulars and have paid to the Auctioneer's the above mentioned deposit in part payment of the above mentioned purchase price.
I / we confirm that the above mentioned Buyers' Conveyancer is the person duly authorised to accept notices on behalf of the Buyer(s) for the purposes of the General and Special Conditions.
I / we acknowledge my / our agreement to pay the remainder of the purchase price and to complete the purchase in accordance with the annexed General and Special Conditions of Sale and any relevant entry on the Addendum.
It is further acknowledged and warranted that I as the person who bid for the Property and have signed this Memorandum if not the Buyer(s) named above have authority to act on behalf of the Buyer(s).
I have read, understand and agree to the page at the beginning of this catalogue headed 'Important Notice' and the section entitled Conduct of the Auction printed at the rear.
We, as Agents for the Seller, hereby confirm the sale and acknowledge receipt of the above mentioned deposit in accordance with the General and Special Conditions of Sale applicable and any relevant entry on the Addendum.

Signed by the Buyer or on his behalf _____

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

COMMON AUCTION CONDITIONS (EDITION 4, JANUARY 2019)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

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

SALE CONDITIONS

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

IMPORTANT NOTICE

A prudent buyer will, before bidding for a lot at an auction:

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

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- 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 are printed in bold type they have the specified meanings.

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to **condition** G9.3:

- (a) the date specified in the **special conditions**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

APPROVED FINANCIAL INSTITUTION

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

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The auction advertised in the **catalogue**.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

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.

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**.

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

A1 INTRODUCTION

A1.1 Words in bold type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern our relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 OUR ROLE

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

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

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

A2.3 **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**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

A3 BIDDING AND RESERVE PRICES

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 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**.

A3.5 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**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 **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.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 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.

A4.4 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.

A5 THE CONTRACT

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** **you** bid plus **VAT** (if applicable).

A5.3 **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.

A5.4 If **you** do not **we** may either:

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

A5.5 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.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

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

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 EXTRA AUCTION CONDUCT CONDITIONS

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

GENERAL CONDITIONS OF SALE

Words in bold type have the special meanings defined in the Glossary.

The **general conditions** (as WE supplement or change them by any **extra general conditions** or **addendum**) are compulsory but may be dispensed or changed in relation to one or more **lots** by **special conditions**. The template form of **sale memorandum** is not compulsory but is to be varied only if we agree. The template forms of **special conditions** and schedules are recommended, but are not compulsory and may be changed by the **seller** of a **lot**.

G1 THE LOT

G1.1 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 is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**. The **seller** must discharge **financial charges** on or before **completion**.

G1.4 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**:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, under the Land Registration Act 2002;
- 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
- anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings. The **special conditions** state whether any chattels are included in the **lot**, but if they are:

- the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use, and
- the **seller** is to leave them at the **lot**.

G1.8 The **buyer** buys with full knowledge of

- the **documents**, whether or not the **buyer** has read them; and
- the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.9 The **buyer** admits that it is not relying on the information contained in the **particulars** or on any representations made by or on behalf of the **seller** but the **buyer** may rely on the **seller's** conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 DEPOSIT

G2.1 The amount of the deposit is the greater of:

- any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 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**.

G2.3 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3 BETWEEN CONTRACT AND COMPLETION

G3.1 From the **contract date** the **seller** has no obligation to insure the **lot** and the **buyer** bears all risks of loss or damage unless

- the **lot** is sold subject to a **tenancy** that requires the **seller** to insure the **lot** or
- the **special conditions** require the **seller** to insure the **lot**.

G3.2 If the **seller** is required to insure the **lot** then the **seller**

- must produce to the **buyer** on request all relevant insurance details;
- must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- gives no warranty as to the adequacy of the insurance;
- must at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- must, unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date**, or assign to the **buyer** the benefit of any claim;

and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance as from the **contract date** to the extent not already paid by the **buyer** or a tenant or other third party.

G3.3 No damage to or destruction of the **lot**, nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the **contract**.

G3.5 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4 TITLE AND IDENTITY

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection to any of the **documents** that is made available before the **auction** or any other matter, except one that occurs after the **contract date**.

G4.2 The following provisions apply only to any of the following **documents** that is not made available before the **auction**:

- 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.
- if the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
- if title is in the course of registration, title is to consist of:
 - certified copies of the application for registration of title made to the Land Registry and of the **documents** accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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**.
- 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**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

- 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
- the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 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 Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**

- the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** has any liability (other than to the **buyer**) in relation to the **lot** or a **tenancy** following **completion**, the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G5.4 Where the **special conditions** state that the **seller** is to grant a new lease to the **buyer**

- the **conditions** are to be read so that the **transfer** refers to the new lease, the **seller** to the proposed landlord and the **buyer** to the proposed tenant;
- the form of new lease is that described by the **special conditions**; and
- the **seller** is to produce, at least five **business days** before the **agreed completion date**, the engrossed counterpart lease, which the **buyer** is to sign and deliver to the **seller** on **completion**.

G6 COMPLETION

G6.1 **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.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest, but no other amounts unless specified in the **special conditions**.

G6.3 Payment is to be made in pounds sterling and only by

- direct **transfer** from the **buyer's** conveyancer to the **seller's** conveyancer; and
- the release of any deposit held by a stakeholder or in such other manner as the **seller's** conveyancer may agree. Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with the obligations under the **contract** that they are obliged to comply with prior to **completion**, and the amount payable on **completion** is unconditionally received in the **seller's** conveyancer's client account or as otherwise required by the terms of the **contract**.

G6.5 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**.

G6.6 Where applicable the **contract** remains in force following **completion**.

G7 NOTICE TO COMPLETE

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- terminate the **contract**;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the **lot**; and
- claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

- terminate the **contract**; and
- recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the **contract** is lawfully brought to an end:

- the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9 LANDLORD'S LICENCE

G9.1 Where the **lot** is or includes leasehold land and licence to assign or sublet is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 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 ("licence notice").

G9.4 The **seller** must

- use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The **buyer** must promptly

- provide references and other relevant information; and
- comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the **seller** has not given licence notice to the **buyer** the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before the **seller** has given licence notice. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10 INTEREST AND APPOINTMENTS

G10.1 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 money due from the **buyer** at **completion** for the period starting on the **agreed completion date** and ending on the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must promptly pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the **actual completion date** unless:

- the **buyer** is liable to pay interest; and
 - the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- Apportionments are to be calculated on the basis that:
- the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - 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.

G10.5 If a payment due from the **buyer** to the **seller** on or after **completion** is not paid by the due date, the **buyer** is to pay interest to the **seller** at the **interest rate** on that payment from the due date up to and including the date of payment.

G11 ARREARS

Part 1 – Current rent

G11.1 "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 on the most recent rent payment date on or within four months preceding **completion**.

G11.2 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**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

Part 2 – buyer to pay for arrears

G11.4 This part of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 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**.

G11.6 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

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**

- so state; or
- give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- 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);
- 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;
- 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;
- 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
- if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 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**.

- G12 MANAGEMENT**
- G12.1 This **condition G12** applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 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:
- 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;
 - 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**.
- G13 RENT DEPOSITS**
- G13.1 Where any **tenancy** is an assured shorthold **tenancy**, the **seller** and the **buyer** are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before **completion**, so far as practicable) that they have complied.
- G13.2 The remainder of this **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.3 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.4 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:
- observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14 VAT**
- G14.1 Where a **SALE condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 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**.
- G15 TRANSFER AS A GOING CONCERN**
- G15.1 Where the **special conditions** so state:
- 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
 - this **condition G15** applies.
- G15.2 The **seller** confirms that the **seller**:
- is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
 - has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that
- it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
 - 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**;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence
- of the **buyer's** **VAT** registration;
 - that the **buyer** has made a **VAT option**; and
 - that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to
- 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
 - collect the rents payable under the **tenancies** and charge **VAT** on them.
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a **transfer** of a going concern then:
- 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**;
 - the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16 CAPITAL ALLOWANCES**
- G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
 - to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17 MAINTENANCE AGREEMENTS**
- G17.1 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**.
- G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such agreements from the **actual completion date**.
- G18 Landlord and Tenant Act 1987
- G18.1 This **condition G18** applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987
- G18.2 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.
- G19 Sale by practitioner
- G19.1 This **condition G19** applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 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.
- G19.4 The **lot** is sold
- in its condition at **completion**;
 - for such title as the **seller** may have; and
 - 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.
- G19.5 Where relevant:
- 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
 - the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The **buyer** understands this **condition G19** and agrees that it is fair in the circumstances of a sale by a **practitioner**.
- G20 TUPE**
- G20.1 If the **special conditions** state "there are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state "there are no employees to which **TUPE** applies" the following paragraphs apply:
- 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**.
 - the **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the **transferring** Employees.
 - 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**.
 - the **buyer** is to keep the **seller** indemnified against all liability for the **transferring** Employees after **completion**.
- G21 ENVIRONMENTAL**
- G21.1 This **condition G21** only applies where the **special conditions** so provide.
- G21.2 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**
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.
- G22 SERVICE CHARGE**
- G22.1 This **condition G22** applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 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:
- service charge expenditure attributable to each **tenancy**;
 - payments on account of service charge received from each tenant;
 - any amounts due from a tenant that have not been received;
 - any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows:
- that payments that the tenant has made on account exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to that excess when it provides the service charge account; or
 - that attributable service charge expenditure exceeds payments made on account, the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the **seller**; but in respect of payments on account that are still due from a tenant **condition G11 (arrears)** applies.
- G22.5 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**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
 - the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.
- G23 RENT REVIEWS**
- G23.1 This **condition G23** applies where the **LOT** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- G23.3 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.
- G23.4 The **seller** must promptly:
- give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- G23.5 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.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 tenancy renewals**
- G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 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.
- G24.4 Following **completion** the **buyer** must:
- with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
 - 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
 - if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.
- G25 WARRANTIES**
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:
- on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
 - 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.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:
- hold the warranty on trust for the **buyer**; and
 - 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.
- G26 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**.
- G27 REGISTRATION AT THE LAND REGISTRY**
- G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
- procure that it becomes registered at the Land Registry as proprietor of the **lot**;
 - procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
 - provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
- apply for registration of the **transfer**;
 - provide the **seller** with an official copy and title plan for the **buyer's** new title; and
 - join in any representations the **seller** may properly make to the Land Registry relating to the application.
- G28 NOTICES AND OTHER COMMUNICATIONS**
- G28.1 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.
- G28.2 A communication may be relied on if:
- delivered by hand; or
 - made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - 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**.
- G28.3 A communication is to be treated as received:
- when delivered, if delivered by hand; or
 - 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**.
- G28.4 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.
- G29 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- No one is intended to have any benefit under the **contract** pursuant to the **contracts** (Rights of Third Parties) Act 1999.
- G30 EXTRA GENERAL CONDITIONS**



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17th July	30th July		31st July	24th July
		1st August		
25th September	9th September	12th September		
	7th October	24th October	10th October	2nd October
	11th November			
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Contacts:

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