

**AUCTION  
HOUSE**

**COPELANDS**

**AUCTION  
HOUSE**

**SOUTH YORKSHIRE**

**Wednesday 4th September  
2019**

**12.30pm**

The Copthorne Hotel  
Bramall Lane  
Sheffield  
S2 4SU

**Wednesday 4th September  
2019**

**7.00pm**

The Chesterfield Football Club  
The Proact Stadium  
1866 Sheffield Road  
Chesterfield  
S41 8NZ



# AUCTION VENUES

## **SOUTH YORKSHIRE**

**Wednesday**

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The Copthorne Hotel

Bramall Lane

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S2 4SU

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## **COPELANDS**

**Wednesday**

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The Chesterfield Football Club

The Proact Stadium

1866 Sheffield Road

Chesterfield S41 8NZ

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Now Taking Entries for our next auction

**16th October 2019**

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**0114 223 0777**

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SOUTH YORKSHIRE

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[auctionhouse.co.uk/southyorkshire](http://auctionhouse.co.uk/southyorkshire)



# MESSAGE FROM THE AUCTIONEERS



**DAVID J TATE**

BSc MRICS

PRINCIPAL & AUCTIONEER



**MARCUS S LINSEY**

MSc BSc (Hons) MRICS

ASSOCIATE



**RICHARD A PRICE**

AUCTION CO-ORDINATOR



**ALEX CHAUNTRY**

AUCTION CO-ORDINATOR

## Welcome to our September sale!

Our July auctions delivered a highly impressive set of results, with many properties selling post auction. Across our two rooms, we had a sale success rate of 85%, and raised over £980,000 and successful figures were also reported by other Auction House branches nationwide.

Auction House therefore continues to deliver exceptional results for our clients, and it is a positive sign that the auction method continues to be popular, despite the uncertainty for the months ahead.

All our entries in our September sale would make excellent investment opportunities – we have a vast range of entries on offer, including residential properties, commercial buildings, and land. They are all suitable for a wide range of purchasers, including the owner occupier or an investor, some with sitting tenants included.

If you have a property that you are looking to put onto the rental market, our dedicated lettings team would be more than happy to assist. Our lettings department always remains busy, and our Head of Lettings – Richard – can be contacted on 01246 232698, for further information.

Our next auction will be held on the 16th October, and entries are currently being invited. Our highly experienced and professional team specialise in the sale of a wide range of entries. If selling by auction is something that you are interested in, contact our auction team for more information, and to book your FREE market appraisal!

We hope you will be able to join us at our sale, however if you are unable to attend, you can place a proxy bid on any of our lots. Contact the team for further information.

To all our September buyers and sellers, we wish you the best of luck!

David J Tate

BSc MRICS

(Chartered Surveyor) (Registered Valuer) Principal and Auctioneer

### NEXT AUCTION DATES

16th October 2019 • 4th December 2019



# AUCTION INFORMATION



**Administration Charge** Purchasers will be required to pay by cheque or debit/credit card an administration charge of £750 (£625.00 + VAT payable to Copelands) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.



**Attending the Auction** It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



**Bidding** Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



**Bidding by Proxy or Telephone** If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



**Buyers Premium** Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit – see individual property details.



**Deposit** When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £6,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card, credit card or building society cheque. Cash payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



**Disbursements** Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



**Disclaimer** Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



**Energy Performance Certificates (EPCs)** Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at [auctionhouse.co.uk](http://auctionhouse.co.uk).



**General Data Protection Regulations (GDPR)** This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website [www.auctionhouse.co.uk/copelands](http://www.auctionhouse.co.uk/copelands) or [www.auctionhouse.co.uk/southyorkshire](http://www.auctionhouse.co.uk/southyorkshire).



**\*Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



**Insurance** On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



**Plans, Maps and Photographs** The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



**Pre Auction Sales** Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



**Post Auction Sales** If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



**Proof of Identification** In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



**Reserve Price** Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



**Solicitors Details** The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



**The Catalogue** Details of the property and land to be sold are set out in our catalogue and on our website [auctionhouse.co.uk](http://auctionhouse.co.uk) All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



**The Contract** The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



**The Legal Aspect** Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



**Viewing** Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

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# ORDER OF SALE

Wednesday 4th September 2019 12.30pm

The Copthorne Hotel, Bramall Lane, Sheffield S2 4SU

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	26 Popple Street, Sheffield, South Yorkshire	£25,000+	Residential
2	40 Canberra Rise, Bolton-Upon-Dearne, Rotherham, South Yorkshire	£50,000	Residential
3	29 Lee Croft, Maltby, Rotherham, South Yorkshire	£40,000	Residential

# ORDER OF SALE

Wednesday 4th September 2019 7.00pm

The Chesterfield Football Club, The Proact Stadium, 1866 Sheffield Road, Chesterfield S41 8NZ

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	9 and 11 Nesbit Street, Hillstown, Bolsover, Chesterfield, Derbyshire	£35,000	Mixed Use
2	5 Hyndley Road, Bolsover, Chesterfield, Derbyshire	£35,000	Residential
3	15 Occupation Close, Barlborough, Chesterfield, Derbyshire	£75,000+	Residential
4	3 Sutton Hall Road, Bolsover, Chesterfield, Derbyshire	£30,000+	Residential
5	Hyde Lea, 7 Strettea Lane, Higham, Alfreton, Derbyshire	£55,000	Residential
6	119 Eastside Close, Chesterfield, Derbyshire	£45,000+	Residential
7	69, 71 and 71a Market Street, Clay Cross, Chesterfield, Derbyshire	£35,000	Residential
8	247 Newbold Back Lane, Chesterfield, Derbyshire	£99,000	Residential
9	263 Chapel Street, Langwith, Mansfield, Nottinghamshire	£25,000	Residential
10	11 Orchid Close, Calow, Chesterfield, Derbyshire	£75,000	Residential
11	10 Elm Walk, Pilsley, Chesterfield, Derbyshire	£30,000	Residential
12	9 Alder Grove, Mansfield Woodhouse, Mansfield, Nottinghamshire	£35,000+	Residential
13	Land at Birkin Lane, Wingerworth, Chesterfield, Derbyshire	£3,500	Plots/Building Land

## LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day.

Non Attending Bid Forms are included to the rear of this Catalogue.

**AUCTION  
HOUSE**

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

\*Description on Auction Information page

**Wednesday 4th September 2019**  
**12.30pm**

**AUCTION  
HOUSE**

**SOUTH YORKSHIRE**

**3 lots for sale by auction**

(unless previously sold or withdrawn)

The Copthorne Hotel  
Bramall Lane  
Sheffield  
S2 4SU





## 26 Popple Street, Sheffield, South Yorkshire S4 8JH

**\*GUIDE PRICE: £25,000+ (plus fees)**



**An excellent opportunity to purchase a one bedroomed mid terraced house.**

The property benefits from gas fired central heating (not tested), and uPVC double glazed windows. It is thought that the property would be of interest to the owner occupier or the investor, having a potential rental income in the order of £425 per calendar month (£5100 per annum).

### Description:

**Location:** The property is located to the popular Grimesthorpe area of Sheffield, which has all of the usual local amenities and facilities available nearby, and good transport links are also available to the city centre of Sheffield, which has a wider range of business, shopping, cultural, and transport facilities.

**Ground Floor:** Lounge, 3.6m x 3.6m, having front facing double glazed window and entrance door. Kitchen, having a range of base and wall units, including insert sink, gas hob, rear facing double glazed window, and rear entrance door.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.6m x 3.6m, having front facing double glazed window and radiator. Bathroom, having a suite of sanitary fittings, comprising of a bath, wash hand basin, and WC, together with a double glazed window.

**Special Conditions of Sale:** Upon exchange of contracts, the purchaser shall pay Auction House the sum of £1,140 (inclusive of VAT), as the buyers premium.



GROUND FLOOR  
APPROX. FLOOR  
AREA 380 SQ. FT.  
(26.6 SQ. M.)

1ST FLOOR  
APPROX. FLOOR  
AREA 280 SQ. FT.  
(26.6 SQ. M.)

TOTAL APPROX. FLOOR AREA 560 SQ. FT. (52.1 SQ. M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurement of walls, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or misstatement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.  
Made with Metropix G2012

**Tenure:** See Legal Pack

**Local Authority:** Sheffield City Council

**Solicitors:** Eversheds LLP, 1 Callaghan Square, Cardiff, CF10 5BT. Tel: 02920 477242. Ref: Becky Wong.

**Energy Performance Certificate (EPC):** Current Rating E

### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on exchange of contracts.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



## 40 Canberra Rise, Bolton-Upon-Dearne, Rotherham, South Yorkshire S63 8DN

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



**An excellent opportunity to purchase a three bedroomed semi detached house.**

The property benefits from gas fired central heating system (not tested), and vacant possession. The property is thought to be of interest to the owner occupier or investor, having a potential rental income in the order of £450 per calendar month (£5400 per annum). An internal inspection is strongly recommended.

### Description:

**Ground Floor:** A uPVC entrance door leads to a spacious entrance hall, having a flight of stairs to the first floor. Lounge, 3.9m x 3.9m (maximum overall dimensions), having a double glazed patio door, leading to the rear garden and radiator. Dining Room, 3.8m x 3.4m, having double glazed window, and radiator. Kitchen, 3.1m x 1.9m, having a range of base and wall units, together with insert sink, gas hob, rear facing double glazed window and side facing entrance door.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.1m x 3.0m, having rear facing double glazed window and radiator. Bedroom Two, 3.2m x 2.8m, having rear facing double glazed window and radiator. Bedroom Three, 2.5m x 2.5m, having front facing double glazed window and radiator. Bathroom, 2.4m x 1.7m, having side facing windows, freestanding bath, wash hand basin, and low flush WC.

**Location:** The property is situated on Canberra Rise to the Bolton Upon Dearne area of Rotherham, which has all of the usual local amenities and facilities available nearby.

**Special Conditions of Sale:** Upon exchange of contracts, the purchaser shall pay Auction House the sum of £1,140 (inclusive of VAT), as the buyers premium.



GROUND FLOOR  
APPROX. FLOOR  
AREA 382 SQ.FT.  
(35.3 SQ.M.)



FIRST FLOOR  
APPROX. FLOOR  
AREA 283 SQ.FT.  
(26.3 SQ.M.)

TOTAL APPROX. FLOOR AREA 725 SQ.FT. (66.8 SQ.M.)  
Every effort has been made to ensure the accuracy of the floor plan contained here. Measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, fixtures and appliances shown here are not tested and no guarantee as to their operability or efficiency can be given.  
Made with Hergon 12/10

**Tenure:** See Legal Pack

**Local Authority:** Barnsley Metropolitan Borough Council

**Solicitors:** TLT Solicitors LLP, 1 Redcliffe Street, Bristol, United Kingdom, BS1 6TP. Tel: 0333 006 0339. Ref: Sam Turner.

**Energy Performance Certificate (EPC):** Current Rating D

### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on exchange of contracts.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 29 Lee Croft, Maltby, Rotherham, South Yorkshire S66 7JY

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



**An excellent opportunity to purchase a three bedroomed mid terraced house.**

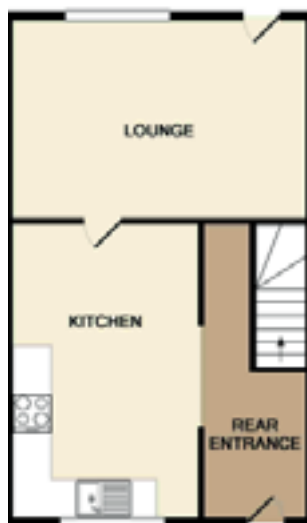
The property benefits from gas fired central heating (not tested), and uPVC double glazed windows. The property requires a scheme of repair and modernisation, and is thought to be of interest to the owner occupier or investor, having a potential rental income in the order of £425 per calendar month (£5100 per annum).

### Description:

**Ground Floor:** Kitchen, having a front facing double glazed window, and a range of base and wall units, to include stainless steel insert sink, and gas hob. Living Room, having rear facing double glazed window, entrance door, and a radiator.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, having front facing double glazed window and radiator. Bedroom Two, having rear facing double glazed window and radiator. Bedroom Three, having rear facing double glazed window and radiator. Bathroom, having a partly tiled suite, comprising bath, WC, and wash hand basin.

**Outside:** The outside sees a large front garden with a paved area, providing vehicular hard standing, together with an enclosed rear garden.



GROUND FLOOR  
APPROX. FLOOR  
AREA 401 SQ.FT.  
(37.3 SQ.M.)

1ST FLOOR  
APPROX. FLOOR  
AREA 401 SQ.FT.  
(37.3 SQ.M.)

TOTAL APPROX. FLOOR AREA 802 SQ.FT. (74.5 SQ.M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of floors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.  
Made with Metropen 02/09

**Tenure:** See Legal Pack

**Local Authority:** Rotherham Metropolitan Borough Council

**Solicitors:** TLT Solicitors, One Redcliff Street, Avon, Bristol, BS1 6TP. Tel: 0117 917 7777. Ref: Sarah Allen.

**Energy Performance Certificate (EPC):** Current Rating D

### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on exchange of contracts.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

**Wednesday 4th September 2019**  
**7.00pm**

**AUCTION  
HOUSE**

**COPELANDS**

**13 lots for sale by auction**

(unless previously sold or withdrawn)

The Chesterfield Football Club  
The Proact Stadium  
1866 Sheffield Road  
Chesterfield  
S41 8NZ





# 9 and 11 Nesbit Street, Hillstown, Bolsover, Chesterfield, Derbyshire S44 6LW

**\*GUIDE PRICE: £35,000 (plus fees)**



**An excellent opportunity to purchase a three bedroomed residential first floor flat, held as an investment with ground floor sales shop, having the potential for a variety of other uses (subject to the necessary consents).**

The residential flat is currently let at £360 per calendar month, (£4320 per annum). The vacant ground floor commercial shop was previously let at £250 per calendar month (£3000 per annum). The property therefore has a potential rental income in the order of £7320 per annum. 9 Nesbit Street is accessed via a front entrance door onto Nesbit Street, and has been occupied by the current tenant for over 18 years.

## Description:

**Directions :** Leave Bolsover via the A632 Langwith Road turning right onto Mansfield Road. taking your second left onto Nesbit Street, and the property is situated approximately 50 metres on the left hand side, and clearly identified by a for sale sign board.

**9 Nesbit Street:** A uPVC double glazed front entrance door leads into a small hallway with the stairs rising to the the first floor. A wooden side door leads to the shared store room which provides access into the rear garden and also flat 11. Landing, having a large walk in pantry store with shelving, and doors to all rooms. Kitchen, having uPVC double glazed windows to the front, wall and base cupboards with tiled walls and cupboard work surfaces, breakfast bar area, space for cooker and fridge freezer and plumbing for automatic washing machine, together with a stainless steel single drainer sink unit. Lounge, having UPVC double glazed window to the front, and central heating radiator, together with a television arial point and wall mounted gas fire (not tested), with a tile insert and wooden surround, and coved ceiling.

Bedroom One, having uPVC double glazed widow to the rear, coved ceiling and central heating radiator. Bedroom Two, having uPVC double glazed window to the front, and a central heating radiator. Bedroom Three, having

uPVC double glazed window and radiator. Bathroom, having uPVC double glazed window to the rear, a suite in white comprising of a white panelled bath with shower over, pedestal wash hand basin and WC, together with central heating radiator, and built in cupboard housing the wall mounted boiler (not tested).

**11 Nesbit Street:** 11 Nesbit Street is a ground floor commercial property with access via the front door onto Nesbit Street and is currently vacant. A uPVC double glazed entrance door leads to the front sale area having uPCV double glazed windows to the front, door leading into store area and a door leading to the side of the shared store room – see description of the outside of 9 Nesbit Street. A sliding door leads to bathroom having WC, pedestal wash



**Tenure:** See Legal Pack

**Local Authority:** Bolsover District Council

**Solicitors:** Banner Jones, 24 Glumangate, Chesterfield, S40 1UA. Tel: 01246 560560. Ref: Richard Joy.

**Energy Performance Certificate (EPC):** Current Rating TBC

## Additional Fees

**Buyer's Premium:** 1.5% of the purchase price plus VAT, subject to a minimum fee of £1495 plus VAT, payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



## 5 Hyndley Road, Bolsover, Chesterfield, Derbyshire S44 6RT

**\*GUIDE PRICE: £35,000 (plus fees)**



### An excellent opportunity to purchase a three bedroom end town house.

The property benefits from uPVC double glazing and recently installed gas combination boiler (not tested). The property is in need of some cosmetic work throughout and it is thought that it would ideally suit the buy to let investor or owner occupier. The property would command a rental income of approximately £450pcm (£5400 per annum) once the work has been carried out.

#### Description:

**Ground Floor:** A uPVC entrance door leads to the lounge, 6.0m x 3.0m, having front and rear facing uPVC double glazed window, and two radiators. Kitchen, 3.3m x 3.1m, having a range of base and wall units, insert stainless steel sink, gas hob, plumbing for washing machine, and rear facing uPVC double glazed window. Utility Room, 2.4m x 1.9m, having useful storage cupboards, double glazed window, and uPVC side entrance door.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.5m x 3.3m, having uPVC double glazed window, radiator, and over-stairs cupboard. Bedroom Two, 4.0m x 2.5m, having uPVC double glazed window and radiator. Bedroom Three, 3.3m x 1.9m, having uPVC double glazed window and radiator. Bathroom, 2.2m x 1.7m, having a suite of sanitary fittings, comprising bath, wash hand basin, and WC.



GROUND FLOOR  
APPROXIMATE FLOOR AREA  
40.0 SQ M (438 SQ FT)  
(33'0" x 122'0")

FIRST FLOOR  
APPROXIMATE FLOOR AREA  
40.0 SQ M (438 SQ FT)  
(33'0" x 122'0")

THESE PLANS ARE APPROXIMATE AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES. THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE PLANS. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING A PROFESSIONAL SURVEY OF THE PROPERTY PRIOR TO PURCHASE. THE SELLER'S OFFICE IS NOT RESPONSIBLE FOR ANY DISCREPANCIES BETWEEN THE PLANS AND THE ACTUAL PROPERTY.

**Tenure:** See Legal Pack

**Local Authority:** Bolsover District Council

**Solicitors:** Anderson Partnership Solicitors, 71 Saltergate, Chesterfield, S40 1JS. Tel: 01246 220737. Ref: Alison Hardy.

**Energy Performance Certificate (EPC):** Current Rating D

#### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

# 15 Occupation Close, Barlborough, Chesterfield, Derbyshire S43 4HS

**\*GUIDE PRICE: £75,000+ (plus fees)**



**An excellent opportunity to purchase a two bedroomed semi detached bungalow.**

The property is well presented throughout, and benefits from gas central heating (not tested), and uPVC double glazing. The property also has the added bonus of ample attic storage and off road parking to rear. The bungalow is situated on a corner plot with easy access to J30 of the M1, and offers great links to Sheffield and Chesterfield. It is believed that the property would be of interest to the owner occupier or investor.

## Description:

**Accommodation:** A uPVC entrance porch leads through to the kitchen, 2.97m x 1.83m (maximum overall dimensions), having a range of high gloss base and wall units, complementary work surfaces and tiled splash backs, ceramic sink with integrated oven, together with space and plumbing for a washing machine and space for a fridge. Lounge, 6.05m x 3.38m (maximum overall dimensions), having feature fireplace with electric fire and wood fire surround, together with a staircase leading to the attic area, and access to the rear garden.

Bedroom One, 4.37m x 3.02m (maximum overall dimensions). Bedroom Two, 3.43m x 2.87m (maximum overall dimensions). Bathroom, having a three piece white suite comprising of a panelled bath with mixer shower over, built in low flush WC, and hand wash basin with storage underneath, together with tiled flooring. Attic/Storage Space, 6.81m x 2.16m (maximum overall dimensions), having two velux windows and access to the eaves for further storage.

**Outside:** The outside sees a low maintenance gravelled side garden, with a gate giving access to the rear, which has a laid to lawn garden with hard standing for a garden shed. A further hard standing area opposite the property to the rear provides ample off road storage space, and a further area with a metal garden shed, also suitable for a garage (subject to the necessary permissions).

**Tenure:** See Legal Pack

**Local Authority:** Bolsover District Council

**Solicitors:** Poole Alcock LLP, 6 Middlewich Road, Sandbach, Cheshire, CW11 1DL. Tel: 01270527046. Ref: Victoria Moetamedi.

**Energy Performance Certificate (EPC):** Current Rating E



## Additional Fees

**Buyer's Premium:** 1% of the purchase price plus VAT (subject to a minimum fee of £950 plus VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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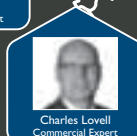
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## 3 Sutton Hall Road, Bolsover, Chesterfield, Derbyshire S44 6JJ

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



**An excellent opportunity to purchase a two bedroomed mid terraced house.**

The property benefits from gas fired central heating (not tested), and uPVC double glazed windows. The property will be sold with all contents included, and would make an ideal renovation project. It is thought that the property would be of interest to the investor/developer, having a potential rental income in the order of £425 per calendar month (£5100 per annum).

### Description:

**Ground Floor:** A uPVC entrance door leads to an entrance corridor. Lounge, 4.0m x 3.0m, having front facing double glazed window and feature gas fire (not tested). Dining Room, 4.0m x 3.0m, having rear facing double glazed window. Kitchen, having a basic range of base and wall units, together with side facing double glazed window and door.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.3m x 3.2m, having front facing double glazed window. Bedroom Two, 4.0m x 2.6m, having rear facing double glazed window. Bathroom, 2.6m x 2.1m, having bath, wash hand basin and WC.

**Outside:** The outside sees an enclosed rear yard.

**Location:** The property is situated to the Carr Vale area of Bolsover, which has all of the usual local amenities and facilities nearby. Bolsover Town Centre is approximately one mile or so distant, having a wider range of shopping, cultural, leisure, and transport facilities.



**Tenure:** See Legal Pack

**Local Authority:** Bolsover District Council

**Energy Performance Certificate (EPC):** Current Rating TBC

### Additional Fees

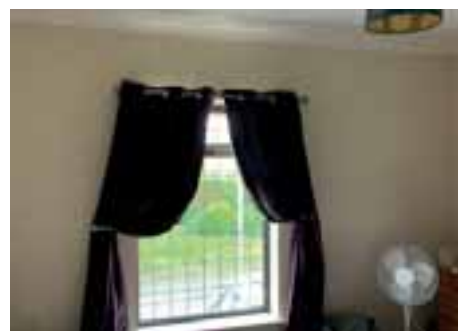
**Buyer's Premium:** £1950 plus VAT (£2340 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## Hyde Lea, 7 Strettea Lane, Higham, Alfreton, Derbyshire DE55 6BQ

\*GUIDE PRICE: £55,000 (plus fees)



**An excellent opportunity to purchase a three bedroomed mid terraced house.**

The property benefits from gas fired central heating (not tested), and double glazing. The property has accommodation arranged over three floors. It is thought that the property would be of interest to the owner occupier or investor, as it is currently held as an investment, let at £475 per calendar month (£5700 per annum), with the tenants holding over on an assured shorthold tenancy agreement.

#### Description:

**Location:** The property is situated in the popular village of Higham, which has all of the usual local amenities and facilities nearby. A wider range of shopping, cultural, transport and business facilities can be found in Alfreton, which is approximately three miles or so distant.

**Ground Floor :** An entrance door leads to the entrance hall, having front entrance door and side facing window. Lounge, 3.8m x 3.7m, having front facing double glazed window, and feature fireplace. Kitchen, 3.8m x 3.7m, having rear entrance door, rear facing double glazed window, and a range of base and wall units, together with insert sink and freestanding cooker. A door leads to the cellar, providing useful storage.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.8m x 3.7m, having front facing double glazed window, and radiator. Bedroom Two, 2.8m x 1.9m, having rear facing double glazed window and radiator. Bathroom, 1.7m x 1.7m, having a suite of sanitary fittings, comprising bath with electric overhead shower, WC, and wash hand basin.

**Second Floor:** A flight of stairs leads to the second floor. Bedroom Three, 5.0m x 3.3m, having velux style window and radiator.

**Outside:** The outside sees a small front garden, together with an enclosed rear garden, with the potential to create off street parking via New Street, subject to the necessary consents.

**Tenure:** See Legal Pack

**Local Authority:** North East Derbyshire District Council

**Solicitors:** Cleaver Thompson, 6A Eyre Street, Clay Cross, Derbyshire, S45 9NS. Tel: 01246 865048. Ref: Samantha Thompson.

**Energy Performance Certificate (EPC):** Current Rating D



#### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

# 119 Eastside Close, Chesterfield, Derbyshire S41 9BB

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



**An excellent opportunity to purchase a spacious three bedroomed end terraced property.**

The property is situated close to local amenities and with good access to commuter links to Chesterfield, Dronfield and Sheffield being situated just off the A61. The property requires improvement and modernisation throughout.

## Description:

**Ground Floor:** Lounge, having brick fireplace with gas fire. Kitchen, having a range of base and wall units with tiled splash-backs, space for cooker and space for washer, stainless steel sink top, integrated oven, hob and extractor above. Dining Room, having brick fireplace with gas-fire, and open stairs to the first floor.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One. Bedroom Two, having airing cupboard with cylinder tank. Bedroom Three. Shower Room, having separate shower cubicle with electric shower, low level WC, and pedestal wash hand basin.

**Outside:** The outside sees an enclosed rear garden, an area of astro turf and decking and a garden shed. The property is accessed via the front, and there is on street parking to the front of the property.



Illustration for identification purposes only, measurements are approximate, not to scale. floorplanetch.com © (2014/2016)

**Tenure:** See Legal Pack

**Local Authority:** Chesterfield Borough Council

**Solicitors:** Lupton Fawcett, The Synergy Building, Belgrave House, 47 Bank Street, Sheffield, S1 2DR. Tel: 01142 766607. Ref: Patricia Carter.

**Energy Performance Certificate (EPC):** Current Rating E

## Additional Fees

**Buyer's Premium:** £1495 plus VAT (£1794 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



## 69 , 71 and 71a Market Street, Clay Cross, Chesterfield, Derbyshire S45 9JQ

**\*GUIDE PRICE: £35,000 (plus fees)**



**An excellent property to purchase a two storey mid terrace property currently fully let with gross income in the order of £9000 per annum.**

There is a double fronted shop having frontage onto Market Street, currently let as a hair salon with storage and a nail room above, let at £450 per calendar month (£5400 per annum), and a two bedroomed maisonette above forming 71a Market Street let at £300 pcm (£3600 pa)

### Description:

**69 - 71 Market Street:** A uPVC double glazed entrance door leads into the ground floor, having uPVC double glazed windows to the front, laminate wood effect flooring, two hair washing basins, five hair dressing stations, under-stairs storage, space housing the hot immersion heater, and wall mounted electric panel radiators (not tested). A flight of stairs lead to the first floor. Kitchen having uPVC double glazed window, stainless steel single drainage sink unit, plumbing for automatic washing machine, space for tumble dryer, electric water heater (not tested) over the sink, and work surfaces to the side. Front Room, having laminate wood effect flooring and uPVC double glazed windows to the front. Reception Area, having laminate wood effect flooring. Front Store Room, having window to the front. Rear Wash Room, having wash hand basin and door to the WC. The ground floor salon is in good decorative order throughout, however the remainder of the property requires some updating and repair.

**71a Market Street:** 71a Market Street is a two bedroomed ground and first floor residential maisonette, accessed via a rear service road off Market Street. Kitchen, having uPVC double glazed window to the side, wall and base cupboards and breakfast area, space for cooker and fridge freezer, stainless steel single drain sink unit, and door to the lounge, having uPVC glazed window to the rear, delph plate rail, television arial point and stairs rising to the first floor. Landing, having doors to the front and rear bedroom and bathroom. Bedroom One, having double glazed window to the front, picture

rail, and built in storage cupboard, with access into the loft. Bedroom Two, having uPVC double glazed windows to the rear, built in cupboard housing the immersion heater, and picture rail. Bathroom, having uPVC double glazed window to the side, panelled bath, pedestal wash hand basin and WC, together with tiled splash backs, and a wall mounted electric towel heater (not tested).

**Outside:** The outside sees a paved yard area. We have been informed by tenant that the electricity meter is located in the shop below.



**Tenure:** See Legal Pack

**Local Authority:** North East Derbyshire District Council

**Solicitors:** Banner Jones, 24 Glumangate, Chesterfield, S40 1UA. Tel: 01246 560560. Ref: Richard Joy.

**Energy Performance Certificate (EPC):** Current Rating TBC

### Additional Fees

**Buyer's Premium:** 1.5% of the purchase price plus VAT, subject to a minimum fee of £1495 plus VAT, payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.





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## 247 Newbold Back Lane, Chesterfield, Derbyshire S40 4RW

**\*GUIDE PRICE: £99,000 (plus fees)**



**An excellent opportunity to purchase a two bedroomed semi detached house.**

The property benefits from gas fired central heating (not tested), and uPVC double glazed windows. The property requires a scheme of modernisation. The property offers spacious accommodation, together with rustic charm, and it is thought that the property would be of interest to the owner occupier or investor, having a potential rental income in the order of £575 per calendar month (£6900 per annum).

### Description:

**Ground Floor:** An entrance door leads to the dining room, 4.3m x 4.1m, having front facing double glazed window, radiator, and feature open fire surround. Lounge, 4.8m x 4.3m, having front and side facing double glazed window, and radiator, together with feature open fire surround. Kitchen, 3.7m x 1.9m, having rear and side facing double glazed window, a range of base and wall units, including insert stainless steel sink, gas hob (not tested), integrated fridge/freezer, together with a rear entrance door.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 4.3m x 3.1m, having front and rear facing double glazed window and radiator. Bedroom Two, 4.3m x 2.3m, having front and rear facing double glazed window and radiator. Bathroom, 3.3m x 2.4m (maximum overall dimensions), having a suite comprising bath, shower cubicle, wash hand basin, and WC.

**Outside:** The outside sees gardens to the front, side, and rear.

**Special Conditions of Sale:** Upon exchange of contracts, the purchaser shall pay Auction House the sum of £1,140 (inclusive of VAT), as the buyers premium. The buyer will be required to pay the deposit and any other fees, which are applicable to this property from cleared funds – we are unable to accept any cheques for this entry.



GROUND FLOOR  
APPROX. FLOOR  
AREA 100 SQ. FT.  
(9.3 SQ. M.)



FIRST FLOOR  
APPROX. FLOOR  
AREA 100 SQ. FT.  
(9.3 SQ. M.)

TOTAL APPROX. FLOOR AREA 200 SQ. FT. (18.6 SQ. M.)

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**Tenure:** See Legal Pack

**Local Authority:** Chesterfield Borough Council

**Solicitors:** Aberdeen Considine, 30 Cloth Market, Newcastle, NE1 1EE. Tel: 0191 607 8450. Ref: Margaret Forster.

**Energy Performance Certificate (EPC):** Current Rating G

### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on exchange of contracts.

**Administration Charge:** £950 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



## 263 Chapel Street, Langwith, Mansfield, Nottinghamshire NG20 9BS

\*GUIDE PRICE: **£25,000** (plus fees)



### An excellent opportunity to purchase a three bedroomed mid terraced house.

The property is currently held as an investment, let at £85 per week (£4420 per annum). The property has been let to the current tenants since 6th February 2015, and the current tenants have indicated that they wish to remain in occupation at the property for the foreseeable future. At the time of preparing these particulars, the rental payments were made up to date, and it is not anticipated that any rent arrears will happen prior to the auction. The current rent is currently made up of housing benefit of approximately £72.50 per week, with the tenant making up the remaining balance.

#### Description:

**Ground Floor:** Lounge, 4.2m x 3.3m. An inner hallway leads to the kitchen, 3.8m x 4.2m. Bathroom, 2.6m x 2.4m, comprising bath, WC, and wash hand basin.

**First Floor:** A flight of stairs leads to the first floor. Bedroom One, 3.3m x 4.2m. Bedroom Two, 4.2m x 3.7m. Bedroom Three, 3.7m x 2.4m.

**Outside :** The outside sees gardens to the front and rear.



**Tenure:** See Legal Pack

**Local Authority:** Bolsover District Council

**Solicitors:** Hopkins Solicitors, Eden Court, Crow Hill Drive, Mansfield, NG19 7AE. Tel: 01623 782 080. Ref: Martin Knox.

**Energy Performance Certificate (EPC):** Current Rating F

#### Additional Fees

**Buyer's Premium:** 1.5% of the purchase price plus VAT, subject to a minimum fee of £1295 plus VAT, payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



# 11 Orchid Close, Calow, Chesterfield, Derbyshire S44 5TW

**\*GUIDE PRICE: £75,000 (plus fees)**



**An excellent opportunity to purchase an extended semi detached bungalow, situated on a much larger than average sized plot.**

The property is thought to be ideal for the owner occupier or the investor, and offers scope for further development and extensions, subject to the necessary local authority consents.

## Description:

**Accommodation:** A side entrance porch leads to the inner hallway. Kitchen, 2.9m x 3.0m, having stainless steel insert sink, and a range of wall and floor cupboards. Lounge, 4.9m x 3.4m, having fireplace with gas fire (not tested). Bathroom, 1.9m x 1.65m, comprising bath, WC, and wash hand basin. Bedroom One, 3.7m x 3.4m. Bedroom Two, 3.1m x 2.5m. Bedroom Three, 2.5m x 2.1m.

**Outside :** The outside sees gardens to the front, side and rear, together with a single detached garage, and viewers are advised to inspect with caution, due to cavity brick work above one of the windows. The property is on a much larger than average sized plot, which is significantly overgrown.



TOTAL APPROX. FLOOR AREA 668 SQ.FT. (62.1 SQ.M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of floors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or misstatement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.  
Made with Letmap 6/2018

**Tenure:** See Legal Pack

**Local Authority:** North East Derbyshire District Council

**Solicitors:** Banner Jones, 24 Glumangate, Chesterfield, S40 1UA. Tel: 01246 560560. Ref: Richard Joy.

**Energy Performance Certificate (EPC):** Current Rating TBC

## Additional Fees

**Buyer's Premium:** 1.5% of the purchase price plus VAT, subject to a minimum fee of £1495 plus VAT, payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

# 10 Elm Walk, Pilsley, Chesterfield, Derbyshire S45 8EG

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



## An excellent opportunity to purchase a two bedroomed mid terrace house.

An internal inspection is strongly recommended as the property is well presented throughout. It is believed the property would have a rental value in the order of £450 per calendar month (£5400 per annum). The property is believed to be of interest to the owner occupier or an investor.

### Description:

**Ground Floor:** A uPVC double glazed entrance door leads into the lounge, having a uPVC double glazed window to the front, central heating radiator, wall mounted feature electric fire (not tested), and a TV arial point. Dining Room, having uPVC double glazed window to the rear and central heating radiator. There is also an under-stairs storage cupboard with stairs arising to first floor. Kitchen, having uPVC double glazed window and door to the rear, together with a range of wall and base units with work surfaces, tiled splash backs, central heating radiator, plumbing for automatic washing machine, space for fridge freezer, and built in oven and hob with stainless steel single drainer sink.

**First floor:** A flight of stairs lead to the first floor landing having central heating radiator. Bedroom One, having double glazed uPVC window to the front, and central heating radiator, together with a TV arial point. Bedroom Two, having uPVC double glazed window to the rear, central heating radiator, laminate wood flooring and built in cupboard. Bathroom, having uPVC double glazed window to the rear, a suite in white comprising panelled bath with shower over, WC, wash hand basin, tiled splash backs, wall mounted combi boiler.(not tested), and central heating radiator.

**Outside:** The outside sees a good sized lawn/garden with patio, and external brick built attached sheds, together with off road parking.



**Tenure:** See Legal Pack

**Local Authority:** North East Derbyshire District Council

**Solicitors:** Banner Jones, 24 Glumangate, Chesterfield, S40 1UA. Tel: 01246 560560. Ref: Richard Joy.

**Energy Performance Certificate (EPC):** Current Rating TBC

### Additional Fees

**Buyer's Premium:** 1.5% of the purchase price plus VAT, subject to a minimum fee of £1495 plus VAT, payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 9 Alder Grove, Mansfield Woodhouse, Mansfield, Nottinghamshire NG19 8NY

**\*GUIDE PRICE: £35,000+ (plus fees)**



**An excellent opportunity to purchase a two bedroomed ground floor flat, benefiting from central heating (not tested).**

The flat requires a scheme of updating. The property is ideally suited to the owner occupier or the investor, having a potential rental income in the order of £450 per calendar month (£5400 per annum).

### Description:

**Accommodation:** Store, 1.8m x 1.4m. Bathroom, 1.8m x 1.58m, comprising bath and wash hand basin. Separate WC, 1.8m x 0.8m, comprising WC. Kitchen, 4.8m x 2.17m, having a range of wall and floor cupboards, gas cooker point, and plumbing for automatic washing machine. Useful cupboards, housing the boiler and hot water cylinder and under-stairs cupboard. Lounge, 5.8m x 3.1m (maximum overall dimensions). Bedroom One, 4.2m x 2.9m. Bedroom Two, 4.2m x 2.5m.

**Outside:** The outside sees a small outhouse and a small garden.

**Directions:** From Station Street at Mansfield Woodhouse, take Vale Road, turning right onto Brown Avenue. Proceed straight across the first roundabout, and at the next roundabout turn left onto Cox's Lane, and turn right onto Hazel Grove, and Alder Grove is situated to the second left hand turn, and the property is situated approximately 100 metres to the left hand side, and is clearly identifiable by the for sale sign board.



TOTAL APPROX. FLOOR AREA 857 SQ.FT. (79.6 SQ.M.)

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Made with Metron 10/01/19

**Tenure:** See Legal Pack

**Local Authority:** Mansfield District Council

**Solicitors:** Banner Jones, 24 Glumangate, Chesterfield, S40 1UA. Tel: 01246 560560. Ref: Richard Joy.

**Energy Performance Certificate (EPC):** Current Rating TBC

### Additional Fees

**Buyer's Premium:** £1495 plus VAT (£1794 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



13

## Plots/Building Land

### Land at Birkin Lane, Wingerworth, Chesterfield, Derbyshire S42 6RE

\*GUIDE PRICE:

**£3,500** (plus fees)

**An excellent opportunity to purchase an area land, situated on Birkin Lane, Wingerworth.**

The land has gated access and is bounded by various hedges. The land is adjacent to two log cabin type properties, and it is believed that the site would be suitable for a variety of uses, subject to the necessary consents.



**Tenure:** See Legal Pack

**Local Authority:** North East Derbyshire District Council

**Solicitors:** BRM Solicitors, Gray Court, 99 Saltergate, Chesterfield, S40 1LD. Tel: 01245 555111. Ref: Adrian Sheehan.

**Energy Performance Certificate (EPC):** Current Rating N/A

#### Additional Fees

**Buyer's Premium:** £950 plus VAT (£1140 inc VAT), payable on completion.

**Administration Charge:** £750 inc VAT payable on exchange of contracts.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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\*Description on Auction Information page

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# MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and \*conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

\* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque or debit/credit card to the Auctioneer an Administration Charge of £750 (£625.00 + VAT plus Buyers Premium if applicable. Please make cheques payable to Copelands.



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Please also sign and return the reverse side of this form



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My maximum bid (proxy bids only) will be: £

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Postcode:

Tel:  Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed:  Date:

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,  
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £6,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Copelands, Bridge House, Hady Hill, Chesterfield S41 0DT to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. 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.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone 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 £6,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £750 (£625.00 plus VAT payable to Copelands) should be provided on a separate cheque made payable to Copelands.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. 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.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour 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 one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. 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 Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: ..... Date: .....

Please sign this page and ensure the form overleaf is completed

# COMMON AUCTION CONDITIONS (EDITION 3)

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 disappled 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 £3,000 (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 special meanings, which are defined in the Glossary

### 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 the lot 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, but excluding any financial charges: these the seller must discharge 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:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

- (e) rights, easements, quasi-easements, and wayleaves;

- (f) outgoing and other liabilities;

- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;

- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and

- (i) anything the seller does not and could not reasonably know about.

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.

G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.

G1.9 The buyer buys with full knowledge of:

- (a) the documents, whether or not the buyer has read them; and



# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
  - (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;
- and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 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 except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
  - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 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 Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. TRANSFER**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 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.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- 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:
- (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign 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.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
  - (b) 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 licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- 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 price (less any deposit paid) from the agreed completion date up to and including 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 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 actual completion date unless:
- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- 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 in advance 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 Part 2 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:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition 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:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
  - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
  - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- 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:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this condition G15 applies.
- G15.2** The **seller** confirms that the **seller**
- (a) is registered for VAT, either in the **seller's** name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3** The **buyer** confirms that:
- (a) it is registered for VAT, either in the **buyer's** name or as a member of a VAT group;
  - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the lot as a nominee for another person.
- G15.4** The **buyer** is to give to the **seller** as early as possible before the agreed completion date evidence:
- (a) of the **buyer's** VAT registration;
  - (b) that the **buyer** has made a VAT option; and
  - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5** The **buyer** confirms that after completion the **buyer** intends to:
- (a) retain and manage the lot for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
  - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6** If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  - (b) the **buyer** must within five business days of receipt of the VAT invoice pay to the **seller** the VAT due; and
  - (c) if VAT is payable because the **buyer** has not complied with this condition 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:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance 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 contracts 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:
- (a) in its condition at completion;
  - (b) for such title as the **seller** may have; and
  - (c) with no title guarantee;
- and the **buyer** has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5** Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
  - (b) the **seller** may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 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:
- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on completion (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before completion.
  - (b) The **buyer** confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
  - (c) The **buyer** and the **seller** acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on completion.
  - (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after completion.
- 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:
- (a) service charge expenditure attributable to each tenancy;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4** In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five business days of receipt in cleared funds;
- but in respect of payments on account that are still due from a tenant condition 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:
- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on completion; and
  - (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the tenancies and to indemnify the **seller** if it does not do so.
- G23. RENT REVIEWS**
- G23.1** This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before 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:
- (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- 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.
- G23.8** 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:
- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5** The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. WARRANTIES**
- G25.1** Available warranties are listed in the special conditions.
- G25.2** Where a warranty is assignable the **seller** must:
- (a) on completion assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3** If a warranty is not assignable the **seller** must after completion:
- (a) hold the warranty on trust for the **buyer**; and
  - (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- 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:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
  - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
  - (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- 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:
- (a) apply for registration of the transfer;
  - (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
  - (c) join in any representations the **seller** may properly make to Land Registry relating to the application.
- 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:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3** A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- 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 Contract (Rights of Third Parties) Act 1999.

# Going once...

## The most suitable properties for auction include:

- 🔨 Properties for improvement
- 🔨 Tenanted properties
- 🔨 Residential investments
- 🔨 Development propositions
- 🔨 Building Land
- 🔨 Mixed use properties
- 🔨 Commercial investments
- 🔨 Unique properties
- 🔨 Land (development or greenfield)
- 🔨 Lock up garages

# Auction dates:

**16th October 2019**

**4th December 2019**

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