



AUCTIONS

— GRAHAM PENNY —

LEICESTER AUCTION

Tuesday **9th October** 2018 at **11.30am**
Leicester City FC, King Power Stadium
Filbert Way, Leicester LE2 7FL

0116 254 9654

www.sdlauctions.co.uk

AUCTION VENUE



Tuesday 9th October 2018

(Registration desk opens at 10.30am) Commencing 11.30am

Keith Weller Suite, Leicester City F.C,
King Power Stadium, Filbert Way, Leicester LE2 7FL

Call the team on **0116 254 9654**
for further information

UPCOMING AUCTIONS

SDL AUCTIONS

— BIGWOOD —

Birmingham auction: Wednesday 24th October 2018

Venue: Aston Villa FC, Villa Park Stadium, Birmingham B6 6HE

SDL AUCTIONS

— GRAHAM PENNY —

Nottingham auction: Thursday 25th October 2018

Venue: Nottingham Racecourse, Colwick Park, Nottingham NG2 4BE

SDL AUCTIONS

— CHESHIRE &
NORTH WALES —

Cheshire & North Wales auction: Tuesday 30th October 2018

Venue: Chester Racecourse, New Crane Street, Chester CH1 2LY

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— NORTH WEST —

North West auction: Tuesday 30th October 2018

Venue: AJ Bell Stadium, 1 Stadium Way, Salford, Manchester M30 7EY

SDL AUCTIONS

— GRAHAM PENNY —

Derby auction: Thursday 1st November 2018

Venue: Pride Park Stadium, Pride Park, Derby DE24 8XL

MESSAGE FROM THE AUCTIONEER

Andrew Parker

Managing Director & Auctioneer at
SDL Auctions Graham Penny



Welcome to our October Leicester auction catalogue

It's our fifth Leicester auction of the year at King Power Stadium and our catalogue is filled with 29 residential and commercial properties set to go under the hammer on Tuesday 9th October. There is a range of lots available suitable for all types of buyers, including investment, renovation and development opportunities.

To kick off the auction we have **67 Leicester Road in Fleckney (LOT 1)** a three bedroomed semi-detached property with the opportunity to extend to the side and rear subject to planning permission. The *guide price is £145,000+ (plus fees).

21 Ludlow Close in Oadby (LOT 3) is a three bedroomed semi-detached property requiring general modernisation and has the scope for extension subject to planning permission. It is well placed for local amenities and schools. It has a guide price of £150,000+ (plus fees).

Ideal for a first-time buyer or a family home, **117 Groby Road in Leicester (LOT 4)** is a spacious three bedroomed semi-detached house within walking distance to Leicester city centre. The property benefits from gas central heating with a new combi boiler and UPVC double glazing. The guide price is £155,000+ (plus fees).

If you're a property investor looking to add to your portfolio **Flat 28, St Johns Chambers in Leicester (LOT 10)** is a one

bedroomed second floor flat in a converted church. In a perfect location for the city centre, it comes with a guide price of £68,000+ (plus fees).

If anyone is looking for a development property, **3 Main Street in Oakham (LOT 21)** is a rare opportunity to purchase a detached cottage situated in a beautiful village location, with potential to extend subject to planning consent. The guide price is £200,000+ (plus fees).

If you're interested in any of the lots in this catalogue, please visit our website to download the legal packs and view further property details. If you're not able to make it to the auction room then you can submit a Proxy, Telephone and Online Bidding Form – found on page 41 of this catalogue – or you can watch the auction live from our website.

We're already inviting entries to our next Leicester auction on Thursday 29th November, so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call us on 0116 254 9654.

We have some exciting auctions coming up over the rest of the year across all our auction locations as well as hundreds of auction lots on our website – www.sdlauctions.co.uk – being offered via our online auctions. Check out our back cover for all our auction event dates.

COMMERCIAL PROPERTY MESSAGE



Nick Trow

Commercial Auction Valuer at
SDL Auctions Graham Penny

We have several commercial and land lots set to go under the hammer in our Leicester auction with three stand out lots I would like to highlight.

A two-storey, vacant, freehold commercial property at **5 Allandale Road in Stoneygate (LOT 9)** comprises a ground floor retail clothing store and a beauty salon to the first floor. Situated in a highly sought-after location, it comes with a guide price of £175,000+ (plus fees).

A three-storey factory at **41-43 Canal Street in South Wigston (LOT 28)** is an ideal development opportunity. The property has planning permission for conversion to 12 one bedroomed

apartments and it comes with a guide price of £100,000+ (plus fees).

Land adjacent to **9 Griffin Close in Shepshed (LOT 8)** is just one of the parcels of land lots that we have available. The land is made up of grass areas and there is possibility for development subject to the relevant planning permission. The guide price is £5,000+ (plus fees).

If you have a commercial property which you're looking to sell, please do not hesitate to contact me on 0116 254 9654. I'd be happy to meet you and carry out a free auction appraisal on your behalf.

MEET THE SDL AUCTIONS TEAM

The Auctioneers & Directors



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IMPORTANT NOTICES TO BE READ BY ALL BIDDERS

BUYING AT AUCTION

1. This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at: www.sdlauctions.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.
2. Prospective purchasers are advised that sales are subject to (a) the Common Auction Conditions of Sale printed in the catalogue; (b) Special Conditions of Sale which are available for inspection at the office of the Vendors Solicitors, the office of the Auctioneers, in the auction room and online from our website; (c) any addendums or alterations made available for inspection; (d) any late amendments distributed in the room or made by the auctioneers from the rostrum.
- 2A. Prospective purchasers should always check the addendum sheet on the day of the sale to see if there are any alterations or amendments to the particulars or special conditions on the property that they are interested in bidding for. The catalogue has been prepared on the basis of information provided. In some cases, for whatever reason, verification has not been possible prior to printing. Consequently amendments may be made and the purchaser deemed to have full knowledge of them.
3. Prospective purchasers shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant authorities and other bodies. It is advisable to arrange for a survey of the property prior to the auction.
4. As soon as the Auctioneer's gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property. The purchaser is immediately at risk in relation to the property and should therefore have confirmed bank or building society finance arranged (if required) and will also be deemed to have made prior arrangements for any insurance cover that is required. (See footnote).
- 4A. Each bidder will be deemed to be personally liable on making an accepted bid even though he/she purports to act as an agent for the principal purchaser or purports to sign the Memorandum of Sale in a respective capacity.
5. On the fall of the gavel, the successful bidder must immediately present to the Auctioneers Clerk his name and address and if appropriate, the name and address of the person or company on whose behalf he has been bidding. All successful bidders are required to sign and exchange unconditional contracts, or a reservation contract if applicable, with the Auctioneers prior to leaving the room and pay to the Auctioneers a deposit of 10% (or 5% for an unconditional reservation fee sale) of the purchase price (subject to a minimum of £5,000) with completion on or before 20 business days unless an alternative date has been specified for a given property within the Contract and/or within our Vendor's Special Conditions of Sale. All properties must have deposits paid by Bank/Building Society Draft or Visa debit card. Please contact the relevant auction office for advice about acceptable payments. In default of any of the above, the Auctioneer shall be entitled as Agent for the Vendor, to treat the failure or default as a repudiation and rescind the Contract. Thereafter the Auctioneer shall be entitled to re-submit the property for sale and if a successful bidder does not pay a deposit and/or complete the memorandum, the Vendor reserves the right to claim any loss he suffers as a result.
6. All purchasers whether buying prior, during or post Auction are required to pay a buyers administration fee of £1074 inc VAT (unless stated otherwise), this fee is to be added to the deposit, irrespective what costs may be included within the Contract or Special Conditions. A buyers administration fee does not apply where a reservation fee is payable. The reservation fee will be 4.8% inc VAT or 4.2% inc VAT in London of the purchase price, subject to a minimum of £6,000 inc VAT, unless stated otherwise. The reservation fee does not contribute towards the purchase price.

7. If a successful purchaser wishes to remain in the sale room and bid for later lots before transferring to the contracts area, he/she shall be required to surrender to the Auctioneers clerk one form of identity for retention by the auctioneers until such time as the memorandum of sale is completed.
8. The Vendor has a right to sell before auction or withdraw the lot and neither the Auctioneer nor the Vendor is responsible for any abortive costs, loss or damages of a prospective purchaser. Information as to pre-sale or withdrawal of a lot can be obtained from enquiry of the Auctioneers at any time prior to the auction but valid only up to the time of enquiry.
9. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed to be subject or have the benefit of and in respect of any contents, fixtures and fittings expressed to be included in the sale by making an inspection of the property and all the necessary enquiries with SDL Auctions, the Vendor, the Vendor's professional advisors and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
10. The dimensions and/or areas shown in this catalogue are intended to be accurate to within + 5% of the figure shown. If greater accuracy is required we advise intending purchasers to carry out check measuring.
11. All location plans published in the particulars of sale are copyright and are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be sold but are for identification purposes only. The boundary lines and numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Purchasers are advised to view the special conditions in respect of the precise interest to be conveyed.
12. Any guide prices issued or any estimates or values mentioned in negotiations or discussion with the Auctioneers or any of their representatives cannot be relied upon by a prospective purchaser as representing professional valuations for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. In all respects prospective purchasers are deemed to have relied upon their own knowledge or the advice of their own professional or other advisors.
13. Inspection of investment properties is by courtesy of the tenant. Inspection of properties with vacant possession only by arrangement with the Auctioneers. Interested parties should refer to the viewing schedule in the front of the catalogue or alternatively contact the Auctioneers.
14. Purchasers should be aware that they will not be entitled to the keys or access to the property (except by special arrangement) until completion date of the sale.
15. The Auctioneers announcements at the commencement of the sale are an important part of the proceedings. Thereafter the Auction will proceed without delay and the Auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
16. The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have NOT been tested by the Selling Agents. Prospective purchasers should therefore undertake their own investigations/survey to clarify the suitability of such services to meet their particular requirements.
17. We are advised by the Vendor, where appropriate, that an EPC (Energy Performance Certificate) has been commissioned and will be available within the legal pack.
18. The plans provided in this catalogue are for identification purposes only and their accuracy is not guaranteed. All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No. LIGO183).
19. If the purchaser wishes to complete earlier than

the proposed completion date (granted prior agreement with the Vendor), then we strongly recommend that the deposit is paid by cleared funds e.g. Banker's Draft, Building Society Draft or Debit Card. The purchaser must notify the Auctioneer as early as possible of their intention to complete early in order that arrangements can be made to transfer the deposit monies held. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.

20. Offers - We will not forward any offer to our Vendors, unless the offer is above the guide price and prospective purchasers have viewed the property (where applicable) and have perused the legal pack.

PROPERTY INSURANCE

Once the hammer falls at a Property Auction the purchaser becomes liable for the insurance of the property he has bought.

DEFINITION OF GUIDE PRICES

The guide price is an indication of the seller's reserve price and is given to assist prospective purchasers. It is usual, but not always the case, that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period. The guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. Please note the reserve price will not exceed the top end of the guide price but the actual sale price can exceed the guide price. On occasions the sale price does exceed the guide price significantly.

AUCTION FEES

The purchase of any property may include associated fees not listed here. Any additional fees will be confirmed in the legal pack which can be downloaded from our website, www.sdlauctions.co.uk or to find out more about any additional fees associated with any property please call SDL Auctions on 0116 254 9654. Stamp Duty, Land Tax or Land and Buildings Transaction Tax may also apply in some circumstances. These costs will not be confirmed in the legal pack, it is up to the bidder to make their own enquiries via www.gov.uk/stamp-duty-land-tax or www.revenue.scot/land-buildings-transaction-tax.

DEFINITION OF RESERVE PRICE

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

CONDITION OF SALE

The Lots will, unless previously withdrawn, be sold subject to the Special and General Conditions of Sale which have been settled by the Vendors' Solicitors. These Conditions can usually be inspected during the usual office hours at the offices of the Vendor's Solicitors mentioned in these particulars during the five days (exclusive of Saturday and Sunday), immediately before and exclusive of the day of the Sale. Most auction packs may be viewed online, visit www.sdlauctions.co.uk The Conditions may also be inspected in the Sale Room at the time of the Sale, but they will NOT then be read. The Purchaser shall be deemed to bid on those terms, whether he shall have inspected the Conditions or not.

PROPERTY MISREPRESENTATION

The Agents for themselves and for the Vendors of these Lots, whose Agents they are, give notice that: These Particulars do not constitute any part of an offer, or a contract. All the statements contained in these particulars as to the Lots are made without responsibility and are not to be relied on as statements or representations of fact and they do not make or give any representations or warranty whatsoever in relation to these Lots. Any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these Particulars.

FREQUENTLY ASKED QUESTIONS

Q. What order will the lots be offered in?

A. The Lots are offered as listed in the catalogue (Yes we are asked this question frequently!)

Q. Can I view the properties before the Auction?

A. Yes, please contact the office or book onto the set viewing appointments online at www.sdlauctions.co.uk.

Q. What is a reserve price?

A. A reserve price is the price stipulated as the lowest acceptable by the vendor. This figure is confidential between the vendor and auctioneer.

Q. Is the guide price the same as the reserve price?

A. No, not always. The guide is an indication given by the Auctioneer. Where the guide price is a bracket figure, the reserve cannot exceed the top end of the bracket price. If the guide price is a single figure, then the reserve can be up to 10% in excess of this.

Q. How do I register to bid at the auction?

A. You must register on the day of the Auction at the auction venue, you will need 2 forms of original or certified identification (one photo and one proof of address) to register. To save you time on auction day, you can fill in the registration form within this catalogue and bring it with you on the day.

Q. How long does it take to offer each lot?

A. Each lot varies; there is no set amount of time per lot although it is generally approximately 2-3 minutes per lot.

Q. If I am a successful bidder how much deposit do I have to pay?

A. Normally 10% of the purchase price for an unconditional sale, however we do recommend checking the legal pack to confirm this as some lots vary. If the property is sold via the unconditional reservation fee method then a 5% deposit is payable. The deposits are subject to a minimum fee of £5,000.

Q. How is the deposit payable?

A. Either by banker's draft (made payable to "SDL Auctions") or debit card.

Q. How much should I make my bank draft for?

A. 10% of your maximum offer, if you purchase the property for less than your maximum offer, the full amount of monies will be used as your deposit i.e. more than 10% deposit paid and you will pay less on completion. If you purchase the property for slightly more than your intended maximum offer you can top your deposit up with a debit card.

Q. If I am a successful purchaser when do I have to complete the purchase and pay the balance monies?

A. The normal completion period is 20 business days after the sale, although you should inspect the legal pack to confirm this as some lots vary.

Q. How can I view the legal pack and contract before the auction?

A. These are available to view on our website and are uploaded as and when we receive them from the appointed solicitor. They can also be inspected on the day of the auction in the auction room.

Q. If I am unable to attend the auction can I bid by proxy, telephone or internet?

A. Yes, a proxy, telephone or internet bidding form is available within the catalogue or on our website. This form must be completed and returned to the Auctioneers along with a bank draft or building society draft for the deposit and buyers fee at least 48 hours prior to the Auction Sale for telephone and internet bids and 24 hours for proxy bids.

Q. If I am unable to attend the Auction, can someone bid on my behalf?

A. Yes, however they must bring with them 2 forms of original identification for you and for themselves, along with an authorisation letter from yourself. It must be noted that should you default, the bidder will be liable.

Q. Can I make an offer prior to the Auction?

A. Yes, some vendors will consider selling prior to the auction but only on the condition that an unconditional contract is exchanged before the auction with a cleared funds deposit.

Q. How can I make this offer?

A. Offers must be made in writing or by email to leicester@sdlauctions.co.uk Verbal offers will not be accepted. Offers may not be acknowledged, but you will be contacted within 7 days if your offer is accepted.

Q. Can I have the property surveyed before the auction?

A. Yes, your surveyor must contact us for access.

Q. Do some lots not sell?

A. Yes, if a reserve price is not reached the lot will not sell. We continue to market most unsold properties after the auction so you may still purchase these lots, however all post-auction sales are under auction terms.

Q. Are there any further costs to pay in addition to the sale price?

A. A buyers administration fee of £1074 inc VAT (see Important Notices in the catalogue) is payable on exchange to SDL Auctions if the lot is sold unconditionally. If a property is an unconditional reservation fee lot or conditional reservation fee lot then a reservation fee of 4.8% inc VAT or 4.2% inc VAT in London, (subject to a minimum fee of £6000 inc VAT) is payable (unless stated otherwise). The reservation fee does not contribute towards the purchase price. Any further additional costs, which are payable in addition to the purchase price will be included within the Special Conditions that are attached to the Contract. Therefore all prospective purchasers must inspect the legal packs and we strongly advise that all prospective purchasers request a legal representative to go through the pack for every lot that you may wish to bid on, in order to be made fully aware of any additional costs, if applicable.

Q. Why is a reservation fee payable on some lots?

A. A buyers reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price. A buyers administration fee is not payable on these lots.

Q. If I do not complete the sale are there any penalties?

A. Yes, firstly you will lose your deposit and admin fee, furthermore the Vendor may sue you for the balance owed and any further losses caused.

Q. Will I be able to get a mortgage on the property?

A. Not all properties are suitable for mortgage security and we strongly recommend that you arrange for an independent survey to be carried out if you require mortgage finance.

Q. How do I know whether the details given in the catalogue change or a property is withdrawn or sold prior?

A. An addendum is available on our website (www.sdlauctions.co.uk) at all times and is updated regularly and is also available at the auction. Alternatively, you can register for our email alert service by emailing us on marketing@sdlauctions.co.uk It is essential that you see the addendum prior to bidding.

Q. Can I go on the permanent mailing list to receive future auction catalogues?

A. Yes, contact us by telephone (0116 254 9654) or by email (marketing@sdlauctions.co.uk)

PROOF OF IDENTITY & ADDRESS

All bidders and buyers must provide two forms of identification, one photographic and one proof of address in order to register and receive a bidding paddle.

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

PHOTOGRAPHIC ID

- Current signed passport
- Current full UK/ EU driving licence*
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- State Pension, Benefit Book or notification letter*

EVIDENCE OF ADDRESS

- Current full UK/ EU driving licence*
- Utility bill issued with the last 3 months
- Local Authority tax bill
- Bank, Building Society or Credit Union statement from a UK lender
- State Pension, Benefit Book or notification letter*

***These documents may be used as proof of identification or evidence of address but NOT both.**

WHAT ELSE DO I NEED TO BRING...

- **If I am bidding as an agent for the buyer?**
 - Written authority from the buyer stating they give you authority to bid on their behalf.
 - ID for the bidder and buyer
- **If there is more than one individual purchasing jointly?**
 - ID is required for each buyer.
- **If the provider of funds is different to the bidder or buyer?**
 - ID for the funds provider
 - ID for the bidder and buyer
- **If I am bidding for a Limited company or Limited Liability Partnership (LLP)?**
 - ID for the bidder
 - Certificate of incorporation
 - Proof of registered office address
- Full names of board of directors (unless company is listed on a regulated market)
- ID for shareholders holding more than 25% of share capital
- **If I am bidding for an unincorporated business or partnership?**
 - ID for the bidder
 - Written authority from the company that you have the authority to purchase on behalf of the company at the auction
 - Certificate of incorporation
- **If I am bidding for a Trust (or similar)?**
 - ID for the bidder
 - ID for each beneficial owner
 - ID relating to the settler of the trust
 - ID for each trustee

REGISTRATION OF BIDDERS

BIDDERS NO:

You will be required to register before you can take part in the auction. If you would like to be prepared you can fill in our Auction Registration Form below ready to bring with you on the day.

BIDDER DETAILS

First Name:	<input type="text"/>	Surname:	<input type="text"/>
Company:	<input type="text"/>		
Address:	<input type="text"/>		
Postcode:	<input type="text"/>	Telephone:	<input type="text"/>
Email:	<input type="text"/>		

BUYERS DETAILS

*** ONLY APPLICABLE IF BIDDING ON SOMEONE ELSE'S BEHALF**

First Name:	<input type="text"/>	Surname:	<input type="text"/>
Company:	<input type="text"/>		
Address:	<input type="text"/>		
Postcode:	<input type="text"/>	Telephone:	<input type="text"/>
Email:	<input type="text"/>		

SOLICITORS/CONVEYANCER DETAILS

First Name:	<input type="text"/>	Surname:	<input type="text"/>
Company:	<input type="text"/>		
Address:	<input type="text"/>		
Postcode:	<input type="text"/>	Telephone:	<input type="text"/>
Person Dealing:	<input type="text"/>		

MEANS OF IDENTIFICATION

NB: TWO FORMS OF ORIGINAL I.D. MUST BE BROUGHT TO THE AUCTION IN ORDER TO BID

Passport:

Driving Licence:

Bank Statement:

Utility Bill:

Other:

MEANS OF DEPOSIT PAYMENT

Bankers Draft:

Debit Card:

Building Society
Draft:

I confirm I will pay the required deposit and the Auctioneer's buyers fee once the hammer has fallen. I confirm that I will purchase Lots with full knowledge and acceptance of the Important Notices, Common Auction Conditions, Legal Pack and Addendum. I hereby acknowledge that I take full responsibility of all bids undertaken with the above bidders number.

Privacy Notice: SDL Auctions Registration of Bidders

SDL Auctions is part of the SDL Group (www.sdlgroup.co.uk). We collect the above information from you so that we can conduct the bidding process. We may also use your data to send you relevant marketing from within the Group. We will store your data for six years. To opt out or if you have any questions about how we handle your data please contact compliance@sdlgroup.co.uk.

SIGNATURE:

DATE:

A COFFEE WITH...

Allan Ross

Business Development Manager at SDL Auctions



Part of the Auction Partners team, Allan works hard to develop and grow relationships with estate agents across Leicestershire and the surrounding areas. He is a driven individual who is passionate about property having worked within estate agency and consultancy for the last 12 years.



What is your business motto?

"Winners are not afraid of losing. But losers are. Failure is part of the process of success. People who avoid failure also avoid success."

What is the best quality of SDL Auctions, and how is it different to other auction businesses?

We are given all the tools to be the best we can be. Our directors constantly motivate us to try new methods and dare to care as if our department was owned by us. To have the freedom to be creative and add personality to our role enables us to offer a personal touch. There are no scripts and we're not asked to be robotic in our responses; we are good people assisting good people.

What is office life like for you and your team?

Lively with lots of banter. We bounce ideas off one another and come up with solutions. I must keep away from the donuts though.

What is your approach to work / life balance?

I'm a father and a husband, I feel I have a duty to reward my family for the work I put in. Added success at work allows me to be a more successful person. I take work home as we all do, but I will use examples from both lives to make good decisions and be relaxed.

What is your approach to making contacts which are useful for the business?

I have learned over the years that people in the property

industry specifically, come from all kinds of backgrounds. I've been known to buy a newspaper on a Sunday morning and pick up a contact purely by saying good morning. I do my best and find that this is rewarded. Word of mouth is the best way to build contacts. All contacts are good contacts.

Who has inspired you most in your business life, and why?

My mentor, Chris Cook (a former Boston United footballer), who is a property investor and business entrepreneur. He is Mr Reliable; always approachable and open minded. When I approach him with worry or doubt, I walk out of his office feeling like I am invincible.

What is your proudest achievement in business?

Setting up my own consultancy. I made so many mistakes, spent too much time on hunting for the wrong business and ended up being a busy fool for most of the time. However, I had a reputation for going the extra mile and appreciating all my customers. It was personal, my name above the door so I was over the moon to be approached by SDL Auctions. They invited me to help them build their auction partners division. I know feel my experience has made me a stronger business development manager.

What drives and motivates you?

I grew up poor. No one has ever gifted me an opportunity, the world owes me nothing. To own my own property and buy-to-lets is just a way of measuring how far I have come. My motivation is to always look forwards and not backwards.

If you hadn't been Business Development Manager, what would you do instead?

I would still be running my own property consultancy.

What time of day are you at your best, and why?

9pm when I'm sat down with a beer in my hand watching Sky Sports News.

Do you use Facebook, Twitter or other social media?

I have a look on Twitter most days. I live a quiet life and would say I'm a private kind of guy. If I'm in a restaurant I'm eating food not taking a photo of it.

If you could have a coffee with anyone, who would it be, and what would be your choice?

Latte 100%. It would have to be Anthony Joshua, he's my hero if you like. He has made major strides in his life and in boxing.

How do you relax outside of work?

I don't! My wife always seems to find a job for me ha ha. I am a football coach at Pinchbeck United Football club so I'll probably be found on the training ground barking orders.

ORDER OF SALE & *GUIDE PRICES

All guide prices are subject to additional non-optional fees, including the buyers administration fee. Please see Important Notices in the catalogue for a definition of Auction Fees.

LOT 1.	67 Leicester Road, Fleckney, Leicester	£145,000+
LOT 2.	168 Cavendish Road, Leicester	£85,000+
LOT 3.	21 Ludlow Close, Oadby, Leicester	£150,000+
LOT 4.	117 Groby Road, Leicester	£155,000+
LOT 5.	289 Humberstone Lane, Leicester	£125,000+
LOT 6.	Flat 2/2 7 Robert Street, Glasgow	£4,000+
LOT 7.	53 Ivychurch Crescent, Leicester	£118,000+
LOT 8.	Land adj. 9 Griffin Close, Shepshed, Loughborough	£5,000+
LOT 9.	5 Allandale Road, Stoneygate, Leicester	£175,000+
LOT 10.	Flat 28, St Johns Chambers, 2 Ashwell Street, Leicester	£68,000+
LOT 11.	73 Beaumont Walk, Leicester	£110,000+
LOT 12.	29 Fairbourne Road, Leicester	£130,000+
LOT 13.	Plot 15, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	£1,000+
LOT 14.	Plot 16, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	£1,000+
LOT 15.	Plot 17, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	£1,000+
LOT 16.	Plot 18, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	£1,000+
LOT 17.	Plot 19, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	£1,000+
LOT 17A.	64 Station Road, St. Helen Auckland, Bishop Auckland, County Durham	£15,000+
LOT 18.	125a Church Lane, Ravenstone, Coalville, Leicestershire	£68,000+
LOT 19.	36 Wood Street, Ashby de la Zouch, Leicestershire	£175,000+
LOT 20.	95 Talbot Street, Whitwick, Leicestershire	£69,000+
LOT 21.	3 Main Street, Wakerley, Oakham, Rutland	£200,000+
LOT 22.	65 St. Georges Hill, Swannington, Coalville, Leicestershire	£375,000+
LOT 23.	10 Apley Terrace, Pembroke Dock, Pembrokeshire	£100,000 - £150,000
LOT 24.	17 Portland Terrace, Gainsborough	£29,000+
LOT 25.	The Bungalow, Little Church Land, Sileby, Leicestershire	£225,000+
LOT 26.	Barns & Stables adj. The Bungalow, Little Church Lane, Sileby, Leicestershire	£55,000+
LOT 27.	10 Loves Lane, Empingham, Oakham, Rutland	£160,000+
LOT 28.	41-43 Canal Street, South Wigston, Leicester	£100,000+

UNCONDITIONAL & CONDITIONAL AUCTIONS EXPLAINED

U Unconditional

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a buyers administration fee of £1074 including VAT (unless an alternative administration fee has been quoted in the important notices to bidders at the front of the catalogue)
- Please note additional charges may apply and these will be included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)

Please note all lots in this catalogue are being sold subject to unconditional terms unless otherwise stated (and showing the UR or CR icon).

UR Unconditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)

CR Conditional Reservation Fee

Upon the fall of the hammer the buyer shall...

- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange (unless an alternative date has been specified in the reservation contract)

*The reservation fee represents a different set of charges to the regular auction lots. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price.

Please ensure you understand the difference between conditional and unconditional auctions (and which type of auction you are bidding on), the associated costs and your legal obligation. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.

Please note ALL fees and deposits are non-refundable

SDL AUCTIONS



SDLAUCTIONS

— GRAHAM PENNY —

DEPOSITS

Important Information

All properties are subject to a 10% deposit* (subject to a £5000 minimum deposit) which is payable on the exchange of contracts.

Deposits can be paid by debit card or bankers draft.

There is also a buyers administration fee or reservation fee to pay on exchange. An explanation of additional fees can be found overleaf.

***Unless stated otherwise in the legal pack.**

NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-



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vendors we NO longer
accept any cheques.**

**To benefit all purchasers there will be
no card charges for payments made
by debit card.**

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A GUIDE TO ADDITIONAL FEES

Important notice relating to fees, costs and charges payable by the buyer in addition to the purchase price

BUYERS ADMINISTRATION FEE

All buyers will be required to pay a Buyers Administration Fee of £1074 inc VAT or a reservation fee of 4.8% inc VAT or 4.2% inc VAT in London, subject to a minimum of £6,000, payable on each lot purchased whether purchasing prior, during or after the auction.

ADDITIONAL FEES, COSTS AND CHARGES

In addition to the purchase price, buyers may be required to pay additional fees, costs and charges. These may include, but are not limited to, Value Added Tax (VAT), Stamp Duty, ground rents, rent arrears/apportionment of rent, outstanding service charges, sellers search costs/disbursements, reimbursements of sellers solicitors, auctioneer costs or reservation fees. All prospective buyers are advised to inspect the legal documents including the contract and special conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

All bidders are assumed to have inspected the legal packs available on our website – www.sdlauctions.co.uk – and in the auction room prior to bidding and are fully aware of all terms and conditions including any fees, costs, charges, completion dates and other relevant matters which may be applicable, once they have successfully purchased the property.

FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please contact the team on 0116 254 9654 or email at leicester@sdlauctions.co.uk



A SUPERB VICTORIAN SEMI-DETACHED PROPERTY

PROPERTY DESCRIPTION:

The property is in general good order but may benefit from some refurbishment but offers scope to easily convert to three bedrooms and gives lots of opportunity to extend to the side and rear subject to any required permissions. The property stands on a large plot with side driveway and rear garden of approximately 100ft. The house has upvc double glazing and gas central heating. This is a wonderful opportunity to make a beautiful family home. Fleckney is a desirable village on the south side of Leicester and is well serviced by local amenities and has some lovely countryside walks.

ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Dining Room, Extended Kitchen

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Small Front Garden, Driveway, Garage, Rear Garden

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £145,000+ (plus fees)**



LOT 2

168 CAVENDISH ROAD, LEICESTER LE2 7PJ

A TWO BEDROOMED TERRACED HOUSE LOCATED WITHIN AYLESTONE

PROPERTY DESCRIPTION:

Ideally situated for the motorway network, Leicester Royal Infirmary Hospital and Leicester city centre. The property would make a great first time buy or buy to let investment which would rent for approximately £7,500 per annum, subject to the energy performance improvements.

ACCOMMODATION:

Ground Floor: Lounge, Dining Room, Kitchen

First Floor: Landing, Two Bedrooms, Bathroom

Outside: To the rear of the property is an enclosed garden with brick walling and useful brick outbuilding.

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



***GUIDE PRICE £85,000+ (plus fees)**

LOT 3

21 LUDLOW CLOSE, OADBY, LEICESTER LE2 4SU

A THREE BEDROOMED SEMI-DETACHED PROPERTY

PROPERTY DESCRIPTION:

Situated in a quiet cul de sac in the highly desirable location. The property requires modernisation but benefits from gas central heating, upvc double glazing, single garage and scope for extension.

ACCOMMODATION:

Ground Floor: Entrance Porch, Reception Hallway, Lounge, Dining Kitchen

First Floor: Three Bedrooms, Bathroom

Outside: Front Garden, Driveway, Single Garage, Rear Garden

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



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LOT 4

117 GROBY ROAD, LEICESTER LE3 9EE

A SPACIOUS THREE BEDROOMED SEMI-DETACHED PROPERTY

PROPERTY DESCRIPTION:

The property benefits from gas central heating with new combi boiler and upvc double glazing but would benefit from some cosmetic modernisation.

There is a driveway, garage and large rear garden and therefore excellent scope for extension to the side and rear subject to the usual planning consents.

Easy access to the ring road and motorway network and on a very regular bus route.

ACCOMMODATION:

Ground Floor: Entrance Porch, Reception Hallway, Sitting Room, Lounge, Kitchen, Side Lobby

Ground Floor: Landing, Three Bedrooms, Bathroom, Wc

Outside: Driveway, Garage, Rear Garden

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £155,000+ (plus fees)**



LOT 5

289 HUMBERSTONE LANE, LEICESTER LE4 9JR

AN EXTENDED THREE BEDROOMED SEMI-DETACHED HOUSE

PROPERTY DESCRIPTION:

Well situated close to shops, schools and the outer ring road. The property benefits from gas central heating and upvc double glazing but requires modernisation. The kitchen has been extended to the rear, there is a good size rear garden and driveway for four cars to the front.

ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Extended Living Kitchen

First Floor: Three Bedrooms, Bathroom

Outside: Driveway, Enclosed Rear Garden

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £125,000+ (plus fees)**



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LOT 6

FLAT 2/2 7 ROBERT STREET, GLASGOW PA14 5NW

A ONE BEDROOMED SECOND FLOOR FLAT IN A PURPOSE BUILT BLOCK

PROPERTY DESCRIPTION:

Situated in a residential area in Port Glasgow, close to local amenities and shops including Tesco, Lidl and B&Q. Within walking distance of Newark Castle, Coronation Park and Kelburn Park. Transport links are provided by Port Glasgow Railway Station. We have been informed the property has previously been rented out at £350 per calendar month.

ACCOMMODATION:

The auctioneer have not inspected the property but believe it to comprise:

Ground Floor: Entrance

Second Floor: Hallway, Reception Room / Open Plan Kitchen, Double Bedroom, Bathroom

ENERGY EFFICIENCY RATING: F

TENURE: We understand that the property is Scottish Freehold. See Legal Pack.

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £4,000+ (plus fees)**



LOT 7

53 IVYCHURCH CRESCENT, LEICESTER LE5 1RR

A SPACIOUS TWO BEDROOMED END TOWN HOUSE

PROPERTY DESCRIPTION:

Situated on a large plot in a popular and convenient location, close to shops, parks and schools. With upvc double glazing, modern combi boiler and offering scope for parking/extension subject to the necessary planning permission. Ideal buy to let investment with a potential rental income of approximately £600 per calendar month.

ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Breakfast Kitchen

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Front & Side Garden, Rear Garden

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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FREE property appraisal

LOT 8

LAND ADJ. 9 GRIFFIN CLOSE, SHEPSHED, LOUGHBOROUGH LE12 9QQ

A PLOT OF LAND SITUATED IN A RESIDENTIAL LOCATION WITHIN SHEPSHED.

PROPERTY DESCRIPTION:

The land was formerly two garden/allotment plots and now being sold as one larger lot. Ideal for garden and amenity land. Possible development potential subject to the usual planning permission. The land is made up of grassed areas, shrubs and fruit trees with a timber shed.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £5,000+ (plus fees)**



LOT 9

5 ALLANDALE ROAD, STONEYGATE, LEICESTER LE2 2DA

A TWO STOREY COMMERCIAL PROPERTY IN A HIGHLY SOUGHT AFTER LOCATION WITHIN STONEYGATE

PROPERTY DESCRIPTION:

Allandale Road is a boutique shopping area and properties rarely come to the market in this location. The property will be sold with vacant possession but currently comprises of a ground floor retail clothing store and a beauty salon to the first floor. As well as internal stairs there is separate external rear access to the first floor and therefore it could easily be converted to a residential flat subject to permissions. The property would make a great investment with an estimated rental income of around £15,000 per annum, subject to the necessary energy performance improvements. Suitable for numerous uses. We believe VAT will be applicable on the sale.

ACCOMMODATION:

Ground Floor: Main Sales Shop, Changing Area, Rear Lobby Stock Room, Toilet

First Floor: Landing, Three Beauty Rooms, Toilet, Store/Office

Outside: Enclosed Rear Garden, Gated Access

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

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SDL AUCTIONS

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LOT 10

FLAT 28, ST JOHNS CHAMBERS, 2 ASHWELL STREET, LEICESTER LE1 6JJ

A ONE BEDROOMED SECOND FLOOR FLAT IN A CONVERTED CHURCH

PROPERTY DESCRIPTION:

The property has a wealth of features including stone archways, stone carvings and exposed timbers. Inside there is a lift and the flat is in great order internally with a modern kitchen, bathroom and good décor. The property is in a perfect location within the city centre, being a one minute walk to the train station, close to numerous shops, bars and restaurants in the city and on London Road. Both DeMontfort and Leicester University are also within walking distance making it a perfect buy to let investment. We believe the property was previously let for the last few years at £550 per calendar month.

ACCOMMODATION:

Ground Floor: Communal Reception

Second Floor: Reception Hallway, Lounge, Kitchen, Bedroom, Shower Room

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold. We are informed that the lease has been extended to 120 years and the monthly service charge is approximately £65.

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £68,000+ (plus fees)**



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— GRAHAM PENNY —

www.sdlauctions.co.uk

LOT 11

73 BEAUMONT WALK, LEICESTER LE4 0PP

A DECEPTIVELY SPACIOUS TWO BEDROOMED TOWNHOUSE IN A QUIET YET CONVENIENT LOCATION

PROPERTY DESCRIPTION:

The property has been refurbished throughout including new décor and flooring, refitted modern kitchen and a new bathroom. It also benefits from gas central heating, upvc double glazing, single garage and driveway. Situated in a quiet spot but close to local shops and schooling as well as the city centre, outer ring road and motorway network. An ideal family home or superb buy to let investment which we believe would let for around £695 per calendar month.

ACCOMMODATION:

Ground Floor: Entrance Lobby, Reception Hallway, Dining Kitchen, Lounge

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Front Garden, Rear Garden, Driveway, Garage

ENERGY EFFICIENCY RATING: C

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



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*First meeting only, usual price £20.
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For more info visit: www.propertyinvestorsnetwork.co.uk

LOT 12

29 FAIRBOURNE ROAD, LEICESTER, LE3 2SL

THREE BEDROOMED SEMI DETACHED HOUSE

PROPERTY DESCRIPTION:

A superb opportunity to purchase a good size property in a sought after location with off road parking and a large rear garden. The property has part UPVC double glazing and a modern Worcester Bosch boiler. Ideal investment opportunity requiring modernisation.

ACCOMMODATION:

Ground Floor: Hallway, Lounge, Dining Room, Conservatory, Kitchen, Lean to/Garage

First Floor: Landing, Three Bedrooms, Bathroom

Outside: Fore garden with driveway leading to garage. Rear garden with patio area, lawn, raised flower beds and mature shrubs.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk



***GUIDE PRICE £130,000+ (plus fees)**

LOT 13

PLOT 15, HEOL Y PENTRE, PONT-HENRI, LLANELLI, DYFED SA15 5NS

A SMALL PARCEL OF LAND AMOUNTING TO APPROXIMATELY 0.2 ACRES

DESCRIPTION:

Located midway between Llanelli to the south and Carmarthen to the north, Pont-Henri lies just north of the junction of the B4317 and B4309 at Pontyates. There is a good range of local facilities at Pont-Henri with more comprehensive services nearby at Pontyates. The area benefits from a range of recreational pursuits within the Welsh Countryside.

We believe some of the plots fronting the highway previously had planning granted for residential development. For more information contact the local planning department.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site.



***GUIDE PRICE £1,000+ (plus fees)**

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SDL Auctions catalogues online?

www.sdlauctions.co.uk

LOT 14

PLOT 16, HEOL Y PENTRE, PONT-HENRI, LLANELLI, DYFED SA15 5NS

A SMALL PARCEL OF LAND AMOUNTING TO APPROXIMATELY 0.2 ACRES

PROPERTY DESCRIPTION:

Located midway between Llanelli to the south and Carmarthen to the north, Pont-Henri lies just north of the junction of the B4317 and B4309 at Pontyates. There is a good range of local facilities at Pont-Henri with more comprehensive services nearby at Pontyates. The area benefits from a range of recreational pursuits within the Welsh Countryside. We believe some of the plots fronting the highway previously had planning granted for residential development. For more information contact the local planning department.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

***GUIDE PRICE £1,000+ (plus fees)**



LOT 15

PLOT 17, HEOL Y PENTRE, PONT-HENRI, LLANELLI, DYFED SA15 5NS

A SMALL PARCEL OF LAND AMOUNTING TO APPROXIMATELY 0.2 ACRES

DESCRIPTION:

Located midway between Llanelli to the south and Carmarthen to the north, Pont-Henri lies just north of the junction of the B4317 and B4309 at Pontyates. There is a good range of local facilities at Pont-Henri with more comprehensive services nearby at Pontyates. The area benefits from a range of recreational pursuits within the Welsh Countryside. We believe some of the plots fronting the highway previously had planning granted for residential development. For more information contact the local planning department.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

***GUIDE PRICE £1,000+ (plus fees)**



LOT 16

PLOT 18, HEOL Y PENTRE, PONT-HENRI, LLANELLI, DYFED SA15 5NS

A SMALL PARCEL OF LAND AMOUNTING TO APPROXIMATELY 0.2 ACRES

PROPERTY DESCRIPTION:

Located midway between Llanelli to the south and Carmarthen to the north, Pont-Henri lies just north of the junction of the B4317 and B4309 at Pontyates. There is a good range of local facilities at Pont-Henri with more comprehensive services nearby at Pontyates. The area benefits from a range of recreational pursuits within the Welsh Countryside. We believe some of the plots fronting the highway previously had planning granted for residential development. For more information contact the local planning department.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £1,000+ (plus fees)**



LOT 17

PLOT 19, HEOL Y PENTRE, PONT-HENRI, LLANELLI, DYFED SA15 5NS

A SMALL PARCEL OF LAND AMOUNTING TO APPROXIMATELY 0.2 ACRES

DESCRIPTION:

Located midway between Llanelli to the south and Carmarthen to the north, Pont-Henri lies just north of the junction of the B4317 and B4309 at Pontyates. There is a good range of local facilities at Pont-Henri with more comprehensive services nearby at Pontyates. The area benefits from a range of recreational pursuits within the Welsh Countryside. We believe some of the plots fronting the highway previously had planning granted for residential development. For more information contact the local planning department.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site.



***GUIDE PRICE £1,000+ (plus fees)**

LOT 17A

64 STATION ROAD, ST. HELEN AUCKLAND, BISHOP AUCKLAND, COUNTY DURHAM DL14 9EX

A TRADITIONAL MID-TERRACED PROPERTY. THE PROPERTY IS IN NEED OF A SCHEME OF MODERNISATION AND IMPROVEMENT

PROPERTY DESCRIPTION:

Station Road is located approximately four miles to the south-west of Bishop Auckland town centre and the property is situated to the north of its junction with Front Street. Local shops, schools and bus services are available close by in West Auckland whilst the more extensive facilities of Bishop Auckland are accessible to the north-east and provide a wider range of shops, schools, college, hospital and Bishop Auckland Rail Station.

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

ACCOMMODATION:

Ground Floor: Reception Room, Kitchen.

First Floor: Bedroom, Bathroom.

Outside: Garden to Rear.

ENERGY EFFICIENCY RATING: E

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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LOT 18**125A CHURCH LANE, RAVENSTONE, COALVILLE, LEICESTERSHIRE LE67 2AF****A BRICK BUILT TWO STOREY COMMERCIAL UNIT PROVIDING OFFICE AND STORAGE SPACE****PROPERTY DESCRIPTION:**

Measuring approximately 93 sqm/1000 sqft over two floors. Suitable for a wide range of uses, subject to any necessary planning permissions. In good order throughout with modern kitchen, toilet, gas central heating, UPVC double glazing and having been re-wired in December 2015. The property is well located in the village of Ravenstone with excellent links to the A511, M42 and M1 motorways. Perfect for a small business or investment opportunity.

ACCOMMODATION:

Ground Floor: Main Reception, Toilet, Main Office, Kitchen, Inner Lobby, Workshop/ Store

First Floor: Office Two, Office Three, Store Room

Outside: Concrete yard area to the front offering storage space or potential to extend the property further subject to the necessary planning permissions.

ENERGY EFFICIENCY RATING: C**TENURE:** Freehold**VACANT POSSESSION UPON COMPLETION****VIEWING:**

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**A SPACIOUS HOME WHICH WAS FORMERLY THREE COTTAGES IN PART DATING FROM THE 1700'S****PROPERTY DESCRIPTION:**

The property is full of character with latched doors, original wide floorboards, beamed ceilings and exposed timbers. In need of modernisation throughout, however the property was re-roofed in 2012 to the standard required by North West Leicestershire District Council building control and conservation officers. It will make a great home once renovated. There is a pleasant garden to the rear along with a brick built, two storey, coach house which may offer potential for conversion subject to any required planning permissions.

The house is situated only a minutes walk to the town centre of the historic market town which offers a great range of local amenities and some lovely bars and restaurants. The motorway network is close by and Leicester, Derby and Birmingham are all within 20 miles.

ACCOMMODATION:

Ground Floor: Reception Hallway
Utility Room, Cloakroom, Inner Lobby, Kitchen, Sitting Room, Lounge/Diner

First Floor: Large Landing, Three Bedrooms, Bathroom

Second Floor: Three Loft Rooms

Outside: Shared Driveway, Coach House, Rear Garden

ENERGY EFFICIENCY RATING: G

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

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LOT 20

95 TALBOT STREET, WHITWICK, LEICESTERSHIRE LE67 5AX

A TWO BEDROOMED SEMI-DETACHED PROPERTY

PROPERTY DESCRIPTION:

Located in the pleasant village of Whitwick with shops, schools and pubs and is close to the towns of Coalville and Ashby de la Zouch as well as the motorway network. The property does require modernisation but has the benefit of gas central heating with modern boiler, upvc double glazing and has at some point been re-roofed. There is a lovely rear garden with views over the surrounding countryside.

ACCOMMODATION:

Ground Floor: Entrance, Breakfast Kitchen, Lounge/Diner

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Rear Garden

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

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A RARE OPPORTUNITY TO PURCHASE A DETACHED COTTAGE SITUATED IN A BEAUTIFUL VILLAGE LOCATION REQUIRING A SCHEME OF MODERNISATION

PROPERTY DESCRIPTION:

Well placed for the market towns of Oakham and Stamford and gives easy access to the A47. The property benefits from a high degree of privacy and stunning views over the Welland countryside, the grounds are entered via a five bar gate which leads to ample parking, lawned area and courtyard. A fabulous opportunity to create a wonderful family home.

ACCOMMODATION:

Ground Floor: Lounge/Diner, Kitchen/Breakfast Room

First Floor: Three Bedrooms, Bathroom

Outside: Gated Driveway, Lawns, Gardens

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £200,000+ (plus fees)**





A FOUR/FIVE BEDROOMED DETACHED HOUSE WITH PADDOCKS, MENAGE AND STABLES WITH A SITE ARE OF APPROXIMATELY 3.2 ACRES

PROPERTY DESCRIPTION:

Situated in a private location within the highly desirable village of Swannington.

The property and grounds are an unfinished project and require modernisation and finishing works throughout.

A superb private and idyllic location with superb views. The property and grounds offer further scope for development subject to any required permissions.

ACCOMMODATION:

Ground Floor: Reception Hall, Dining Kitchen, Sitting Room, Lounge, Boot Room/Utility Room

First Floor: Potential Shower Room, Four Bedrooms, Potential Bedroom/Second Bathroom, Bathroom

Outside: Paddocks, Menage, Stables

ENERGY EFFICIENCY RATING: G

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £375,000+ (plus fees)**



LOT 23

10 APLEY TERRACE, PEMBROKE DOCK, PEMBROKESHIRE SA72 6HJ

A SPACIOUS INVESTMENT OPPORTUNITY TO PURCHASE FOUR, ONE BEDROOMED FLATS AND A TWO BEDROOMED HOUSE

PROPERTY DESCRIPTION:

Each unit is very spacious and has a good rental history but do now require some modernisation. Each unit has its own utility supplies and meters. Well located within the town centre of Pembroke Dock close to a great range of local amenities and close to the train station. We believe the estimated rental income when fully let would be around £20,000 per annum. There is the scope to sell the units off individually.

ACCOMMODATION:

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

Flat One: Lounge, Kitchen, Bedroom, Bathroom

Flat Two: Lounge, Kitchen, Bedroom, Bathroom

Flat Three: Lounge, Kitchen, Bedroom, Bathroom

Flat Four: Lounge, Kitchen, Bedroom, Bathroom

House: Lounge, Kitchen, Two Bedrooms, Bathroom

Outside: Rear Courtyard

ENERGY EFFICIENCY RATING: D, E & TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £100,000 - £150,000 (plus fees)**



LOT OFFERED IN
PARTNERSHIP WITH:



LOT 24

17 PORTLAND TERRACE, GAINSBOROUGH DN21 1JR

A TWO BEDROOMED MID-TERRACED PROPERTY

PROPERTY DESCRIPTION:

Benefiting from gas central heating and double glazing but requiring some modernisation. Well positioned within walking distance of the town centre and the train station. The property would make a great home or excellent buy to let investment. We believe the estimated rental income could be in the region of £350 per calendar month.

ACCOMMODATION:

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

Ground Floor: Lounge, Dining Kitchen

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Rear Garden

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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LOT 25

THE BUNGALOW, LITTLE CHURCH LAND, SILEBY, LEICESTERSHIRE LE12 7NE

A DETACHED BUNGALOW IN A TUCKED AWAY LOCATION WITHIN THE HEART OF OLD SILEBY VILLAGE.

PROPERTY DESCRIPTION:

The bungalow sits on a large plot of around 0.7 acres which is made up of gardens and a small paddock. There are wonderful views over fields to the rear. The property requires general modernisation but would make a great home. Close to the range of amenities within Sileby village centre and the train station is only a few minutes walk.

ACCOMMODATION:

Ground Floor: Reception Hallway, Lounge, Dining Kitchen, Breakfast Room, Three Bedrooms, Bathroom
Outside: Front Garden, Brick Store, Rear Garden, Small Paddock

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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LOT 26

BARN & STABLES ADJ. THE BUNGALOW, LITTLE CHURCH LANE, SILEBY, LEICESTERSHIRE LE12 7NE

A RANGE OF BARN & STABLES SITUATED IN A QUIET, TUCKED AWAY LOCATION IN THE HEART OF SILEBY VILLAGE

PROPERTY DESCRIPTION:

The buildings are mainly brick built under pitched Rosemary tiled roofs. Situated in a courtyard style setting offering ample parking and yard area. The stables and former cow sheds are single storey with the rear barn being of two storey height. They offer a great opportunity to be used as stables, commercial space or may offer scope for residential conversion all subject to the necessary planning permissions. Sileby village offers a great range of amenities and local train station. It also offers excellent access to Leicester, Loughborough and Nottingham.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Viewings can be booked online at www.sdlauctions.co.uk

***GUIDE PRICE £55,000+ (plus fees)**



LOT 27

10 LOVES LANE, EMPINGHAM, OAKHAM, RUTLAND LE15 8PP

THREE BEDROOMED SEMI DETACHED HOUSE AND POTENTIAL BUILDING PLOT

PROPERTY DESCRIPTION:

Set in the heart of Empingham overlooking open fields. A semi-detached partly renovated house with three spacious bedrooms, two generous reception rooms, refitted bathroom and kitchen. Parking and enclosed garden.

To the rear of the property is a further parcel of land which offers as a potential building plot for a further dwelling subject to planning permission.

A highly desirable village location close to the market town of Oakham and Rutland Water.

ACCOMMODATION:

Ground Floor: Entrance Porch, Entrance Hall, Living Room, Dining Room, Kitchen, Side Lobby, Utility Area, Wc, Store
First Floor: Landing, Three Bedrooms, Bathrooms
Outside: Rear Garden, Secondary Garden

ENERGY EFFICIENCY RATING: G

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

VIEWING:

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LOT 28

41-43 CANAL STREET, SOUTH WIGSTON, LEICESTER LE18 4PN

A THREE STOREY VICTORIAN FACTORY

PROPERTY DESCRIPTION:

A former hosiery factory, of brick construction, standing on a corner plot in the heart of South Wigston. Mainly open plan space arranged over three floors. The property retains many original features with detail brick work, arched windows, numerous exposed beams, timbers and Cast Iron columns along with a superb vaulted ceiling to the top floor. There is a small garden/yard area to the rear. It is extremely well located, close to a great range of local shops, parks and schooling and has good access to the motorway network and the City centre.

The property has planning permission for conversion to 12 x 1 bedroom apartments. For full details please see Oadby and Wigston Borough Council website with Planning Ref- 15/00060/FUL. The planning permission is due to expire at the end of September.

We believe the value of the site once converted would be in excess of £1 million. It would also make a great build to rent investment which would generate a rental income around £70,000 per annum.

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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RESULTS - 9TH AUGUST

LOT 1.	3 Avon Road, Leicester	SOLD FOR £114,500
LOT 2.	243 Pendlebury Drive, West Knighton, Leicester	SOLD FOR £120,000
LOT 3.	10 Shakespeare Street, Loughborough, Leicestershire	SOLD AFTER
LOT 4.	1 Caversham Road, Leicester	SOLD FOR £122,000
LOT 5.	412 Narborough Road, Leicester	SOLD PRIOR
LOT 6.	232 Windmill Road, Longford, Coventry	SOLD FOR £108,000
LOT 7.	414 Narborough Road, Leicester	SOLD PRIOR
LOT 8.	3-5 Field Street, Shepshed, Leicester	SOLD AFTER
LOT 9.	125a Church Lane, Ravenstone, Coalville, Leicestershire	RE-ENTRY INTO FUTURE AUCTION
LOT 10.	58 Maple Avenue, Leicester	SOLD FOR £116,500
LOT 11.	Plot 3, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	SOLD FOR £1,000
LOT 12.	Plot 7, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	SOLD FOR £900
LOT 13.	Plot 11, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	SOLD FOR £750
LOT 14.	Plot 12, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	SOLD FOR £1,000
LOT 15.	Plot 13, Heol Y Pentre, Pont-Henri, Llanelli, Dyfed	SOLD FOR £1,200
LOT 16.	26 Hickleton Terrace, Thurnscoe, Rotherham	SOLD FOR £33,000
LOT 17.	12 Fount Court, Lathkill Street, Market Harborough, Leicester	SOLD AFTER
LOT 17a.	24 Leamon Court, Brandon, Suffolk	SOLF FOR £72,000
LOT 17b.	194 High Street, Earl Shilton, Leicestershire	SOLD AFTER
LOT 17c.	9 Wensley Rise, Leicester	SOLD FOR £99,000
LOT 18.	77 Belton Street, Shepshed, Leicestershire	SOLD FOR £148,000
LOT 19.	Flat 4, 334 Aylestone Road, Leicester	SOLD FOR £48,000
LOT 20.	28 Fosse Road South, Leicester	SOLD FOR £272,000
LOT 21.	86 Broad Avenue, Evington, Leicester	SOLD FOR £212,500
LOT 22.	Ivydene, Ivydene Close, Earl Shilton, Leicester	SOLD FOR £400,000

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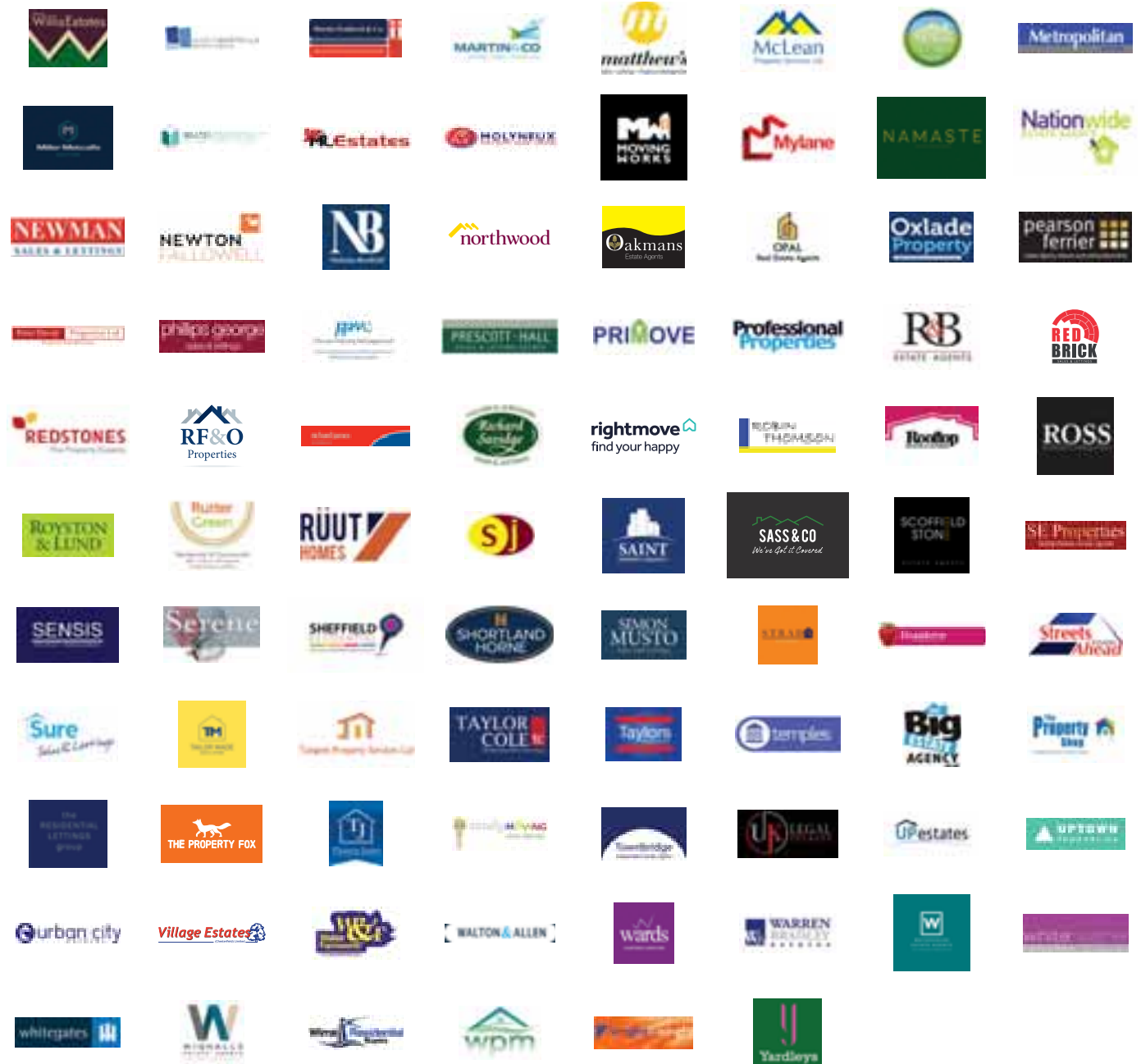


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Please complete one form per property you wish to bid for. Please tick to either bid by:

<input type="checkbox"/> Telephone	<input type="checkbox"/> Proxy	<input type="checkbox"/> Internet	Lot No <input type="text"/>	Date of Auction <input type="text"/>
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I hereby instruct and authorise the relevant auctioneers to bid on my behalf in accordance with the terms and conditions as set out in this catalogue and I understand that should my bid be successful the offer will be binding upon me.

LOT DETAILS

Lot Address:	<input type="text"/>	Postcode:	<input type="text"/>
Max Bid Price: £	<input type="text"/>		
Price in Words:	<input type="text"/>		

All successful purchasers are required to pay a buyers administration fee of £1074 inc VAT (unless otherwise stated in the Important Notices) per property purchased and this is to be added to the deposit amount (see general condition 8). Deposits should be paid by Banker's Draft, Building Society Draft or Debit Card. Drafts to be made out for 10% of the maximum proposed purchase price or £5,000 minimum where the bid is below £50,000.

Payment for 10% Deposit and Buyers Administration Fee £ (is enclosed herewith)

PURCHASER DETAILS

Name:	<input type="text"/>
Company:	<input type="text"/>
Address:	<input type="text"/>
	Postcode: <input type="text"/>
Tel. no to contact on the day:	Additional tel no: <input type="text"/>
Email:	<input type="text"/>

BIDDER DETAILS

Name:	<input type="text"/>
Company:	<input type="text"/>
Address:	<input type="text"/>
	Postcode: <input type="text"/>
Tel. no to contact on the day:	Additional tel no: <input type="text"/>
Email:	<input type="text"/>

SOLICITORS DETAILS

Name:	<input type="text"/>
Company:	<input type="text"/>
Address:	<input type="text"/>
	Postcode: <input type="text"/>
Telephone:	Mobile: <input type="text"/>
Email:	<input type="text"/>

Please see overleaf for Payment Details

PAYMENT DETAILS

I enclose a Bank/Building Society Draft or debit card details for the 10% deposit (subject to a minimum of £5,000) plus the Buyers Administration Fee of £1074 inc VAT (unless otherwise stated in the Important Notices)

I attach Bank Draft/Building Society Draft for: £ In words:

Card Number:

Valid from: Expires End: Issue: CSC:

Name (as it appears on card):

NOTE: Any drafts and/or debit card details supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid.

TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone, internet or written bids on the following Terms and Conditions.

- The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or Building Society Draft or Debit Card details (cleared funds) for 10% of the maximum amount of the bid for each Lot subject to a minimum of £5,000 per Lot, plus the buyers administration fee of £1074 inc VAT (unless otherwise stated in the Important Notices).
- The form must be hand delivered, posted or emailed to the relevant auction office to arrive prior to the auction day. It is the Bidder's responsibility to check that the form is received by SDL Auctions and this can be done by telephoning the office.
- Due to money laundering obligations we require two forms of identity, one photo identification i.e passport or driving licence and one proof of address i.e bank statement or utility bill, no more than 3 months old. By signing this agreement you understand that we will undertake a search with Experian for the purposes 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. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and 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 and any of the addendum relating to the relevant Lot. The addendum can, and should, be checked by visiting our website www.sdlauctions.co.uk or at the Auction prior to bidding.
- In the case of telephone bids, at about the time the Lot comes up for auction, attempts will be made to contact the Bidder by telephone and, if successful, the Bidder may then compete in the bidding up to the maximum of the amount authorised in the completed authority form. The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, then the Bidder will not be able to participate in the Auction.
- In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL Auctions do not take any liability or responsibility should there be any interruption or suspension of internet services.
- In the case of written bids, SDL Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, SDL Auctions will not bid. SDL Auctions do not guarantee to regulate the

bidding so that the maximum authorised bid actually falls to the written bidder.

- SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt, omission, uncertainty as to their bid, 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.
- In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contract having been formed on the fall of the hammer).
- In the event of a Contract the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit subject to a minimum of £5,000 per Lot, plus the buyers administration fee of £1074 inc VAT (unless specified differently on the Important Notices clause 6), however if monies are received over 10%, this will result in the purchaser paying a lesser sum on completion.
- In the event that the Bidder is unsuccessful in gaining the Contract the deposit monies shall be returned to the Bidder promptly. However, if paid by debit card or bank transfer, these monies may take up to 10 working days to refund.
- Once delivered to the Auctioneers the authority to bid is binding on the Bidder up to 8.00pm 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.
- The authority can only be withdrawn by notification in writing delivered to the auction office by 4pm the day before the Auction or into the hands of the Auctioneer in the Auction Room half an hour before the start of that day's auction. It is the Bidder's 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 and any successful Contract is binding on the Bidder.
- 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 SDL Auctions staff as empowered under the telephone/written/internet authority. SDL Auctions would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- The receipt of a telephone, written or internet bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor SDL Auctions shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
- The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.

NOTE: Visit our website www.sdlauctions.co.uk to print further copies of the Authority Form.

Signature of prospective purchaser

Date of Signature

I hereby confirm that I have read the General, Additional and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments which may be read by the Auctioneers on the Auction Day.

I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.

IMPORTANT NOTICE TO ALL TELEPHONE BIDDERS:

A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the bidder may compete in the bidding through the Auctioneer's staff. The Auctioneer will not be held responsible for instructions or authorisations given to them which are unclear or incomplete and these bids will not be accepted. If it is impossible to obtain telephone contact or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Once you have completed this form please send it to SDL Auctions together with your draft for the 10% deposit and buyers administration fee and also your identification documents in accordance with the money laundering legislation detailed in this catalogue.

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Common Auction Conditions (Edition 4 June 2018)

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GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

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 appear in small capitals 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 is regulated by a competent UK regulatory authority 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

When the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE 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 sold before or after 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 (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

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

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

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, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) 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 schedule of TENANCIES (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 seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 INTRODUCTION

The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR ROLE

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 or fails to provide identification as required by the AUCTIONEERS.

OUR decision on the conduct of the AUCTION is final. 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.

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.

WE may refuse to admit one or more persons to the AUCTION without having to explain why.

YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 BIDDING AND RESERVE PRICES

All bids are to be made in pounds sterling exclusive of VAT.

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

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.

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. 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, 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 only 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) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
- (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
- (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
- (d) 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

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 Where WE hold the deposit as stakeholder WE 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.

A5.8 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.

A5.9 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 CONDITION to the contrary:

- (a) The minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit
- (b) WE do not accept cash or cheque for all or any part of the deposit
- (c) Sub-clause (d) of AUCTION CONDUCT CONDITION A5.5 shall be deemed to be deleted and shall be replaced with the following:

"(d) is to be held as agent for the SELLER unless expressly stated otherwise in the SPECIAL CONDITIONS. Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stakeholder despite any contrary provision in any CONDITION; and"

- (d) where the deposit is paid to US to be held as stakeholder, WE may if WE choose transfer all or part of it to the SELLER'S conveyancer for them to hold as stakeholder in OUR place. Any part of the deposit not so transferred will be held by US as stakeholder.

A6.2 WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

Common Auction Conditions of Sale (Edition Four June 2018 Reproduced with the Consent of the RICS)

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

G1 THE LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- (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, under 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. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
 - (b) the SELLER is to leave them at the LOT.
- G1.8 The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
 - (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.
- ### G2 DEPOSIT
- G2.1 The amount of the deposit is the greater of:
- (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 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.
- G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- ### G3 BETWEEN CONTRACT AND COMPLETION
- G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
 - (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
- G3.2 If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
 - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
 - (c) gives no warranty as to the adequacy of the insurance;
 - (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting

- purchaser;
- (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
 - (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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).
- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
- ### G4 TITLE AND IDENTITY
- G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE. The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
- (a) 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.
 - (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
 - (c) If title is in the course of registration, title is to consist of:
 - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
 - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iii) 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.
 - (d) 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(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.
- G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.
- G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- ### G5 TRANSFER
- G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (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 has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

- G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
 - (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
 - (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
- ### G6 COMPLETION
- G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
- G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.
- G6.3 Payment is to be made in pounds sterling and only by
- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
 - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.
- G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
- G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.
- G6.6 Where applicable the CONTRACT remains in force following COMPLETION.
- ### G7 NOTICE TO COMPLETE
- G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence. The person giving the notice must be READY TO COMPLETE.
- G7.2 If the SELLER 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 or sublet is required this CONDITION G9 applies.
- G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").
- G9.4 The SELLER must
- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
 - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
- G9.5 The BUYER must promptly
- (a) 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 SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
- ### G10 INTEREST AND 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 money due

	from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.		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;	G16.3	connection with the BUYER's claim for capital allowances.
G10.2	Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.		(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	G16.4	The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS. 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.
G10.3	Income and outgoings are to be apportioned at the 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;	G13 RENT DEPOSITS	(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.	G17 MAINTENANCE AGREEMENTS	The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
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 (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (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.	G13.1	Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.	G17.1	The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.
G10.5	If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.	G13.2	The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.	G18 LANDLORD AND TENANT ACT 1987	This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987
G11. ARREARS <i>Part 1 – Current rent</i>		G13.3	If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.	G18.1	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.
G11.1	"Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.	G13.4	Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (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.	G19 SALE BY PRACTITIONER	This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
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.			G19.1	The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.	G14 VAT		G19.2	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.
<i>Part 2 – BUYER to pay for ARREARS</i>		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.	G19.3	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.
G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.	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.	G19.4	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.
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.	G15 TRANSFER AS A GOING CONCERN		G19.5	The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
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.	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.	G19.6	If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
<i>Part 3 – BUYER not to pay for ARREARS</i>		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.	G20 TUPE	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.
G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS (a) so state; or (b) give no details of any ARREARS.	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.	G20.1	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.
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.	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.	G20.2	The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRing Employees.
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.	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.	G21 ENVIRONMENTAL	This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
G12 MANAGEMENT		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.	G21.1	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
G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.			G21.2	The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.	G16 CAPITAL ALLOWANCES		G22 SERVICE CHARGE	This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
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	G16.1	This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.	G22.1	No apportionment is to be made at COMPLETION in respect of service charges.
		G16.2	The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in	G22.2	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:				
	(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or				
	(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;				
	but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.				
G22.5	In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.				
G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:				
	(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 the 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 the Land Registry relating to the application.				
G28	NOTICES AND OTHER COMMUNICATIONS				
G28.1	All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.				
G28.2	A communication may be relied on if:				
	(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 CONTRACTs (Rights of Third Parties) Act 1999.				
G30	EXTRA GENERAL CONDITIONS				
G30.1	DEPOSIT GENERAL CONDITION G2 shall be deemed to be deleted in its entirety and shall be replaced by the following: DEPOSIT 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 to the AUCTIONEERS in pounds sterling by debit card or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means that the AUCTIONEERS may accept) and				
	(b) is to be held as agent for the SELLER unless the SPECIAL CONDITIONS expressly state otherwise. Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stakeholder despite any contrary provision in any CONDITION				
G2.3	Where the AUCTIONEERS hold the deposit as stakeholder, then: (a) they are entitled with the consent and irrevocable authority of the BUYER (which the BUYER hereby acknowledges and grants) to release such deposit to the SELLER's solicitors upon receipt by the AUCTIONEERS of written confirmation from the SELLER's solicitors that COMPLETION has taken place and, for the avoidance of doubt, upon the AUCTIONEERS releasing the deposit, their liability as stakeholder shall be discharged (b) if COMPLETION does not take place, the AUCTIONEERS are authorised (and the SELLER and the BUYER acknowledge and irrevocably confirm their agreement to such authority) to				
	release it 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"				
G30.2	LANDLORD AND TENANT ACT 1987				
	The following provisions shall apply in addition to those set out in GENERAL CONDITION 18:				
18.3	Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ("the Acts") apply to the sale of the LOT and the qualifying tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the intention of acquiring the SELLER's interest in the LOT, the SELLER will inform the BUYER of this as soon as possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of and take over the benefit and burden of the CONTRACT and purchase the LOT.				
18.4	If the nominee does elect to purchase the LOT in accordance with the Acts and pays a deposit to the SELLER or the AUCTIONEERS in accordance with the CONTRACT:				
	(a) the SELLER will repay any deposit paid in accordance with the CONTRACT to the BUYER but without any additional payment relating to interest				
	(b) the CONTRACT shall have effect as if the nominee had entered into it and the agreement with the BUYER shall be null and void and of no further effect but without prejudice to the rights of the SELLER in respect of any previous breach by the BUYER				
	(c) the BUYER shall take all necessary steps to cancel any registrations at Land Registry or Land Charges Registry entered in respect of the agreement for the sale of the LOT to the BUYER				
	(d) completion of the sale of the LOT to the nominee shall take place 22 BUSINESS DAYS after the day on which the nominee complies with the provisions of the Acts and takes over the CONTRACT				
	(e) the nominee shall immediately pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE				
18.5	If the nominee does not comply with the provisions of the Acts COMPLETION shall be 30 BUSINESS DAYS after the date of the SALE MEMORANDUM or (if earlier) a date (not earlier than 10 BUSINESS DAYS after the date of the SALE MEMORANDUM) which is 10 BUSINESS DAYS after the SELLER notifies the BUYER in writing that the nominee has served or is deemed to have served notice of withdrawal under the Acts.				
G30.3	RELEASE OF SELLER FROM COVENANTS IN LEASES				
	With regard to the Landlord & Tenant (Covenants) Act 1995 ("the 1995 Act"):				
	(a) the SELLER may within the period commencing on the date of the SALE MEMORANDUM up to COMPLETION serve notice on any tenant of the LOT in accordance with the 1995 Act requesting a complete release of the SELLER from future liability under the lessor covenants contained in any relevant TENANCIES				
	(b) if the SELLER serves any such notice the SELLER shall use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the BUYER agrees promptly to supply at the BUYER's cost such information as the SELLER reasonably requires to satisfy the tenant under any relevant TENANCY or the Court that it is reasonable to grant the release requested				
	(c) in the event of the SELLER failing to obtain any such release from the said covenants by COMPLETION or not serving any such notice then, in the TRANSFER, the BUYER shall covenant with the SELLER: (i) to serve notice in writing on the SELLER on completion or within 5 BUSINESS DAYS after completion of the transfer of the LOT or any part of it by the BUYER to any transferee of the BUYER (ii) until such time (if ever) that the SELLER is released from the lessor's covenants in any relevant TENANCY, the BUYER will obtain a covenant from its transferee in favour of the SELLER in identical form (mutatis mutandis) to this clause and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the title to the property transferred a restriction preventing the registration of any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or that the SELLER has been fully released from future liability under the covenants contained in any relevant TENANCY				
G30.4	BUYER'S FEE				
	The BUYER and, where applicable, the nominee appointed by qualifying tenants under the provisions of the Landlord & Tenant Act 1987 (as amended by the Housing Act 1996) shall be jointly and separately liable to pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE. The buyer's fee is payable in respect of each LOT purchased.				

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