



# AUCTIONS

## GRAHAM PENNY DERBY CATALOGUE



**DERBY  
AUCTION**

**Friday  
24th May 2019  
at 11.30am**

Derby County FC  
Pride Park Stadium  
Pride Park  
Derby  
DE24 8XL

**01332 242 880**

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

## AUCTION VENUES

### DERBY

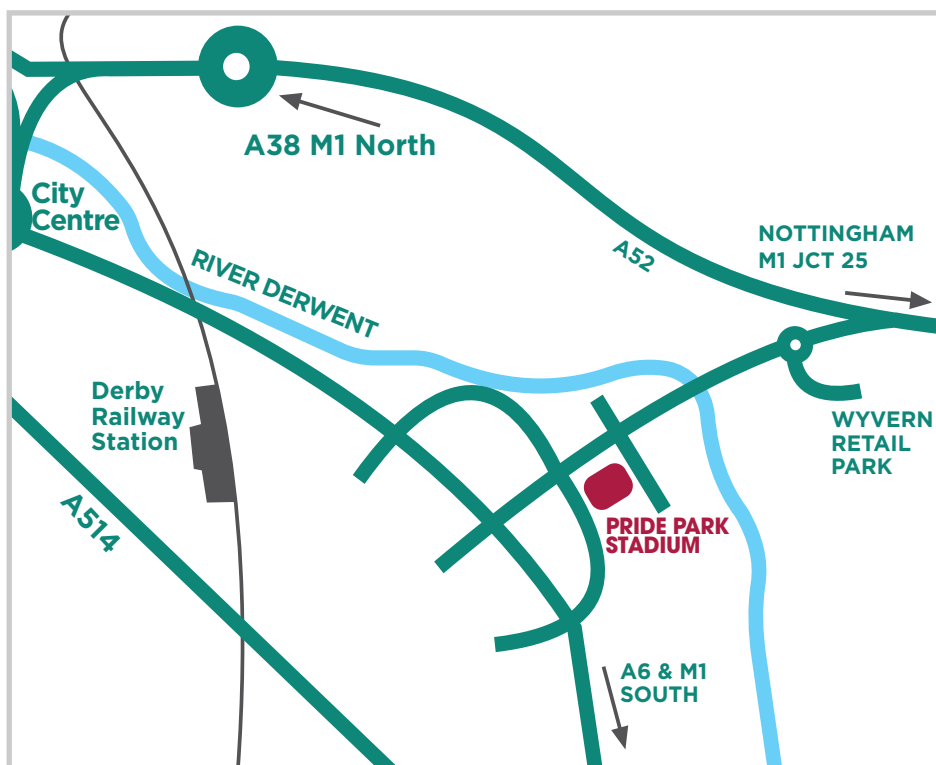
**Friday**  
**24th May 2019**

**Derby County FC, Pride Park Stadium, Pride Park, Derby DE24 8XL**

Registration desk opens  
at 10.30am

Auction commences  
at 11.30am

**46 lots**  
**Pages 11 - 44**



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**SDL AUCTIONS**

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**SEE THE BACK OF THIS CATALOGUE FOR THE FULL 2019 AUCTION CALENDAR**  
**[www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)**

# MESSAGE FROM THE AUCTIONEER

## Andrew Parker

Managing Director & Auctioneer at  
SDL Auctions



## Welcome to our Derby May auction catalogue

We're back for our third Derby auction of the year and this May we have a busy catalogue of 46 lots for sale in our Pride Park Stadium auction room.

Amongst the lots in this catalogue for the Friday 24th May auction are several residential houses, bungalows and flats some of which are tenanted and providing good yields and some which would make ideal owner-occupier properties.

In addition, we have a number of commercial properties ranging from a former building society to mixed use properties and even a public convenience!

Kicking off the catalogue is **10 Balfour Road in Derby (LOT 1)**. This three bedroomed palisaded end-terrace property requires a full scheme of improvement and upgrading throughout and has a particularly attractive \*guide price of £25,000+ (plus fees).

Situated in a very popular and convenient location is **1 Drummond Road in Ilkeston (LOT 36)**. With a guide price of £150,000+ (plus fees) is this late Victorian three storied end-town house converted into two self-contained one and two bedroomed apartments, offered with immediate vacant possession.

If you're looking to purchase a tenanted property then take a look at **3 Peterway in Somercotes (LOT 15)** which has a guide price of £69,000+ (plus fees). This well appointed three bedroomed semi-detached house is currently let on an AST producing £520pcm representing a high yield buy-to-let investment opportunity.

One of the many bungalows filling the catalogue pages this month is **Aaron House, 70b The Common in South Normanton (LOT 18)**. This individually-designed, spacious three double bedroomed detached bungalow based on a villa-style theme has a guide price of £215,000+ (plus fees).

One of our commercial property highlights is **182-184 Derby Road in Denby (LOT 25)**, an established tyre fitting business which has planning permission for the erection of 5 x 4 bedroomed town houses and 3 x 2 bedroomed apartments.

The lot is already attracting interest and has a guide price of £295,000+ (plus fees).

Another stand out commercial lot is the **former flagship office of Derbyshire Building Society at 27 East Street in Derby (LOT 6)**. Impressive three storey landmark buildings such as this rarely becomes available and has therefore already received significant interest. It has a guide price of £150,000+ (plus fees).

A lot 'conveniently' offered for sale is the **former local authority public toilet at Station Road in Darley Dale (LOT 34)**. The lot has a guide price of £35,000+ (plus fees) and is being sold with vacant possession.

Amongst the building plots offered for sale is a site at **former Newlands Farm, Blackdykes Road in Kelfield, South Yorkshire (LOT 28)** which comes with planning permission for the erection of a six bedroomed executive three storied detached residence with a large double detached garage. The guide price is £145,000+ (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 Derby auction, then you can submit a Proxy, Telephone and Online Bidding Form – found on page 49 of this catalogue – or you can watch all the auctions live from our website.

**We're already inviting entries to our next Derby auction on Thursday 25th July, so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call the team on 01332 242 880.**

We have many more room auction sales coming up throughout the rest of this year across all the country as well as hundreds of lots being offered via our online auctions. Visit our website now at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk) for all the details.

You can now book viewings on our website  
**[www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)**

# MEET THE DERBY TEAM



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

## Q. WHAT IS A RESERVE PRICE?

A. A reserve price is the price stipulated as the lowest acceptable by the seller. This figure is confidential between the seller 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. Please read the Buyer's Terms carefully. For unconditional sales, you will pay a deposit of 5% or 10% subject to a minimum 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. Unconditional lots must complete in 20 business days or as otherwise specified in the special conditions. Conditional lots must complete in 40 business days.

## 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 Buyer's 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 sellers 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 [derby@sdlauctions.co.uk](mailto:derby@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. Different costs apply depending on the type of sale. Please read the Buyer's Terms carefully.  
For unconditional with fixed fee sales, a Buyer's Fee of £1,074 (including VAT) will apply. For unconditional with variable fee sales, the Buyer's Fee will be 4.8% (including VAT) of the sale price or 4.2% (including VAT) of the sale price if the property is in London, subject to a minimum fee of £6,000 (including VAT). The Reservation Fee for conditional sales is 4.8% (including VAT) of the sale price or 4.2% (including VAT) if the property is in London subject to a minimum fee of £6,000.  
A Buyer's Fee or Reservation Fee is non-refundable and does not contribute towards the purchase price.

## Q. IF I DO NOT COMPLETE THE SALE ARE THERE ANY FINANCIAL CONSEQUENCES?

A. Yes, you will lose your deposit (if any) and Buyer's Fee or Reservation Fee. Furthermore the seller 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 HAVE CHANGED OR A PROPERTY IS WITHDRAWN OR SOLD PRIOR?

A. An addendum is available on our website ([www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)) and is updated regularly and is also available at the auction.

You can register for our email alert service by emailing us on [marketing@sdlauctions.co.uk](mailto: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 (Derby 01332 242 880) or by email ([marketing@sdlauctions.co.uk](mailto: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
- **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

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.

**BIDDERS NO:**

## BIDDER DETAILS

**Title:**

**First Name:**  **Surname:**

**Company:**

**Address:**

**Postcode:**  **Telephone:**

**Email:**

## BUYERS DETAILS

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

**Title:**

**First Name:**  **Surname:**

**Company:**

**Address:**

**Postcode:**  **Telephone:**

**Email:**

## 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 that I have read and agree to the Buyer's Terms and will be bound by those terms. I hereby acknowledge that I take full responsibility of all bids undertaken with the above bidders number.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## A COFFEE WITH...

### Linda Hopkins

Legal Administrator at SDL Auctions



I left school many moons ago and started work as an office junior in a legal office. I experienced working in all departments of law before graduating as a lawyer in 2007. As part of my time working in law firms I also attended property auctions so my current role felt like a natural progression.



#### What is your business motto?

I do all I can to help clients and work colleagues whenever required and am happy to do so. I believe that everyone should be treated with respect and courtesy and as you would wish to be treated yourself.

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

I joined SDL Auctions in February although did previously work alongside the team for many years in my capacity as a conveyancer. The SDL Auctions team are very professional and supportive and do all they can to assist clients through the auction process.

#### What is office life like for you and your team?

I assist the auction teams and they are a very friendly and helpful bunch. Everyone works very well together to provide the best service and outcome for the clients.

#### What is your approach to work / life balance?

Well this has been a problem in the past and was the very reason why I felt that a change of career direction was necessary. As I have attended many auctions, and really enjoy the buzz of the auction room, I was very happy to be able to start working at SDL Auctions and I now have a much healthier work/life balance.

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

From past experience I know that a job well done will mean that clients will return again and again.

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

The partners of Alfred Sevier & Sons initially inspired me to commence my studies to become a lawyer. Without their encouragement and assistance, I would not be where I am today. It was very hard work bringing up a family and studying at the same time but I made it and am very proud of my two lovely sons.

#### What is your proudest achievement in business?

My proudest achievement in business would have to be graduating as a Fellow of the Chartered Institute of Legal Executives.

#### What drives and motivates you?

The clients drive and motivate me. I am eager to ensure that they fully understand the process and will be happy with their sale or purchase upon the conclusion of the transaction.

#### If you hadn't been a legal administrator, what would you do instead?

I have absolutely no idea. I am very happy with my current choice and am looking forward to providing support and assistance to the SDL Auctions teams.

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

Well certainly not first thing in the morning! I am definitely not an early morning person. Luckily my husband always wakes early and brings me tea and toast.

#### Do you use Facebook, Twitter or other social media?

Everyone who knows me knows I don't do "face-tube". I think I am just worried that not knowing much about it could be dangerous so I just stick to people watching on Instagram and Twitter. I have never dared to contribute myself. One of these days I might watch an "Idiots Guide" on Google and surprise everyone.

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

I've actually got two people, and would have to be tea rather than coffee. Firstly it would be Robbie Williams and secondly, it would have to be a cup of tea and a chat with the Queen. To hear all about her life and her personal views on things would be lovely. She is such a great ambassador for our country and always has a smile. What a work ethic! Who else would still be working at the age of 93?

#### How do you relax outside of work?

I enjoy getting together with family and friends and having a good catch up with a cocktail or three. I also have a very large bucket list of places I would like to visit with my hubby and Easter was spent in Amsterdam and Paris. One of my favourite places so far is Venice – that certainly had the wow factor when arriving by water taxi. We also spend many a happy holiday in Cornwall and Menorca with our lovely family.





# DEPOSITS

## Important Information

Properties may be subject to a 5% or 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 Buyer's Fee or Reservation Fee to pay when you win the bid. An explanation of additional fees can be found in the Buyer's Terms.

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

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# NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-



Bank/Building  
Society Draft



Debit Card

**As an extra safeguard to our  
sellers we NO longer accept  
any cheques.**

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

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

# A GUIDE TO ADDITIONAL FEES

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

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 of sale 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](http://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.**

## FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please phone us on 01332 242 880 or email us at [derby@sdlauctions.co.uk](mailto:derby@sdlauctions.co.uk)

## TYPES OF AUCTION SALE EXPLAINED

### UNCONDITIONAL WITH FIXED FEE

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 Buyer's Fee of £1074 including VAT (unless an alternative Buyer's Fee has been listed)
- Pay any additional charges 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 Contract of Sale and special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

### UNCONDITIONAL WITH VARIABLE 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 Buyer's Fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The Buyer's 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 20 business days (unless an alternative date has been specified in the special conditions of sale)

### CONDITIONAL WITH 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 and complete the sale within 40 business days

**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 obligations. 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**

# ORDER OF SALE

All \*guide prices are subject to additional non-optional fees, including the Buyer's Fee or Reservation Fee. You must read the Buyer's Terms in full before bidding.

<b>LOT 1.</b>	10 Balfour Road, Derby	£25,000+	<b>LOT 24.</b>	30 Grosvenor Road, Ripley, Derbyshire	£64,000+
<b>LOT 2.</b>	24 Bracknell Drive, Alvaston, Derby	£45,000+	<b>LOT 25.</b>	182-184 Derby Road, Denby, Ripley, Derbyshire	£295,000+
<b>LOT 3.</b>	152 Greenwich Drive South, Mackworth, Derby	£88,000+	<b>LOT 26.</b>	120 The Moor, Coleorton, Leicestershire	<b>SOLD PRIOR</b>
<b>LOT 4.</b>	Car Park off Markeaton Street, Derby	£25,000+	<b>LOT 26A.</b>	37 Farley Lodge, Ruthin Close, Luton, Bedfordshire	£50,000+
<b>LOT 5.</b>	5 Vale Mills, Boyer Street, Derby	£69,000+	<b>LOT 27.</b>	1b Park Road, Coalville, Leicestershire	£165,000+
<b>LOT 6.</b>	Former Flagship Office of Derbyshire Building Society, 27 East Street, Derby	£150,000+	<b>LOT 28.</b>	Building Plot at Former Newlands Farm, Blackdykes Road, Kelfield, Owston Ferry, Nr. Epworth, South Yorkshire	£145,000+
<b>LOT 7.</b>	8 Uttoxeter Road, Foston, Derby	£65,000+	<b>LOT 29.</b>	2 Ellesmere Gardens, Choppington, Northumberland	£25,000+
<b>LOT 8.</b>	12 Uttoxeter Road, Foston, Derby	£65,000+	<b>LOT 30.</b>	Plots 14 & 52, Land South of Bury Road, Bolton, Greater Manchester	£1+
<b>LOT 9.</b>	Flat 111 Rivermead House, Bath Street, Derby	£55,000+	<b>LOT 31.</b>	Site at Boythorpe Avenue, (Adjacent to 24 Riber Terrace), Chesterfield, Derbyshire	£55,000+
<b>LOT 10.</b>	35 Peckerdale Gardens, Spondon, Derby	£60,000+	<b>LOT 32.</b>	Garages at Harvey Road, Chesterfield, Derbyshire	£23,000+
<b>LOT 11.</b>	254 Caxton Street, Derby	£75,000+	<b>LOT 33.</b>	4 Ann Street, Creswell, Worksop, Nottinghamshire	£48,000+
<b>LOT 12.</b>	269 Baker Street, Alvaston, Derby	£79,000+	<b>LOT 34.</b>	Public Conveniences, Station Road, Darley Dale, Matlock, Derbyshire	£35,000+
<b>LOT 13.</b>	Flat 4, 46 Hartington Street, Derby	£28,000+	<b>LOT 35.</b>	26 Thorpes Road, Heanor, Derbyshire	£75,000+
<b>LOT 14.</b>	Land off Millstone Lane, Oakerthorpe, Alfreton, Derbyshire	£85,000+	<b>LOT 36.</b>	1 Drummond Road, Ilkeston, Derbyshire	£150,000+
<b>LOT 15.</b>	3 Peterway, Somercotes, Alfreton, Derbyshire	£69,000+	<b>LOT 37.</b>	Former Mint Restaurant, Clerkson House, Clerkson Street, Mansfield	£145,000+
<b>LOT 16.</b>	54 Riber Avenue, Somercotes, Alfreton, Derbyshire	£65,000+	<b>LOT 38.</b>	58 Trent Street, Burton on Trent, Staffordshire	£65,000+
<b>LOT 17.</b>	109 Water Lane & Land to Rear, South Normanton, Derbyshire	£70,000+	<b>LOT 39.</b>	Land adj 127 Newton Road, Burton on Trent, Staffordshire	£165,000+
<b>LOT 18.</b>	Aaron House, 70b The Common, South Normanton, Alfreton, Derbyshire	£215,000+	<b>LOT 40.</b>	Meadow Farm, Meadow Lane, Newhall, Swadlincote, Derbyshire	£150,000+
<b>LOT 19.</b>	18 High Street, Alfreton, Derbyshire	£91,000+	<b>LOT 41.</b>	Building Plot adjacent to 77 Hastings Street, Castle Donington, Derbyshire	£65,000+
<b>LOT 20.</b>	27 Westland Drive, Pinxton, Nottinghamshire	£110,000+	<b>LOT 42.</b>	29a Derby Road, Melbourne, Derbyshire	£115,000+
<b>LOT 21.</b>	Land off Chevin Road, Belper, Derbyshire	£37,000+	<b>LOT 43.</b>	29b Derby Road, Melbourne, Derbyshire	£115,000+
<b>LOT 22.</b>	2 Heath Road, Ripley, Derbyshire	£50,000+	<b>LOT 44.</b>	The Glebe, Church Street, Alfreton, Derbyshire	£430,000+
<b>LOT 23.</b>	Cafe Rossa, 28 Nottingham Road, Ripley, Derbyshire	£65,000+	<b>LOT 45.</b>	Excelsior House, 296 Burton Road, Derby, Derbyshire	£295,000+

## LOT 1

### 10 BALFOUR ROAD, DERBY DE23 8UN

**A THREE BEDROOMED PALISADED END-TERRACE PROPERTY REQUIRING A FULL SCHEME OF IMPROVEMENT AND UPGRADING THROUGHOUT.**

**PROPERTY DESCRIPTION:**

The property still retains some original features and benefits from majority uPVC double glazed living accommodation. Potential HMO property (stpc).

**ACCOMMODATION:**

**Ground Floor:** Entrance vestibule, entrance hallway, dining room, rear sitting room, kitchen.

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

**Outside:** Small fore court. Enclosed overgrown garden to the rear.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



## LOT 2

### 24 BRACKNELL DRIVE, ALVASTON, DERBY DE24 0BP

**APPROACHED VIA A LONG DRIVE IS A SPACIOUS THREE BEDROOMED SEMI-DETACHED BUNGALOW SITUATED ON A SIZEABLE PLOT OFFERING DEVELOPMENT POTENTIAL (STPC).**

**PROPERTY DESCRIPTION:**

The property itself requires a comprehensive scheme of improvement and upgrading however benefits from double glazing and gas central heating. It occupies an established location close to local amenities with regular bus service and nearby local primary and secondary schools. Excellent freehold investment opportunity.

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, front lounge through diner, breakfast kitchen room, rear porch, three bedrooms, spacious family bathroom.

**Outside:** Well kept gardens which offer a certain degree of privacy.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

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## LOT 3

### 152 GREENWICH DRIVE SOUTH, MACKWORTH, DERBY DE22 4FX

**A THREE BEDROOMED SEMI-DETACHED HOUSE SITUATED IN A POPULAR AND ESTABLISHED RESIDENTIAL LOCATION BEING WELL POSITIONED FOR MARKEATON PARK AND THE CITY CENTRE.**

**PROPERTY DESCRIPTION:**

The property requires a scheme of improvement and upgrading however has the benefit of double glazing and gas central heating.

**ACCOMMODATION:**

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

**Ground Floor:** Entrance hallway, lounge, kitchen, dining room, utility room.

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

Outside: Deep fore garden which offers potential for a driveway (stpc). To the rear there is a further good sized enclosed garden.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £88,000+ (plus fees)**



## LOT 4

### CAR PARK OFF MARKEATON STREET, DERBY DE1 1DU

**SUPERBLY LOCATED FREEHOLD CAR PARK WITH VACANT POSSESSION.**

**DESCRIPTION:**

The site is currently used informally for parking but has excellent potential as a development site or for extension of adjoining buildings.

Whilst located off Markeaton Street, the site backs on to the A52 Ashbourne Road and Brick Street.

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee



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





## LOT 5

### 5 VALE MILLS, BOYER STREET, DERBY DE22 3TE

**SITUATED WITHIN WALKING DISTANCE OF THE CITY CENTRE IS A WELL MAINTAINED TWO DOUBLE BEDROOMED MID-TOWN HOUSE REPRESENTING AN EXCELLENT BUY-TO-LET INVESTMENT OPPORTUNITY.**

#### **PROPERTY DESCRIPTION:**

The property is currently let on an AST producing £485 pcm (£5,820 pa) however will be offered with vacant possession upon completion.

Internally the well presented living accommodation has the benefit of double glazing and gas central heating and is located in a popular location close to the city centre.

#### **ACCOMMODATION:**

**Ground Floor:** Lounge through diner, rear hall, kitchen.

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

**Outside:** Small forecourt and to the rear there is communal parking along with a driveway located to the rear of the property.

#### **ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

#### **VACANT POSSESSION UPON COMPLETION**

#### **VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £69,000+ (plus fees)**



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on a mortgage or any other debt secured on it.

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## LOT 6

## FORMER FLAGSHIP OFFICE OF DERBYSHIRE BUILDING SOCIETY, 27 EAST STREET, DERBY DE1 2AL



**PROMINENTLY LOCATED ON EAST STREET CLOSE TO ITS JUNCTION WITH EXCHANGE STREET AND ALBION STREET IS THIS IMPRESSIVE THREE STOREY LANDMARK BUILDING FORMERLY THE FLAGSHIP OFFICE OF THE DERBYSHIRE BUILDING SOCIETY.**

### PROPERTY DESCRIPTION:

The mid-terrace Art Deco building was built in 1935 and was extensively refurbished throughout in 2012 to include modern aluminium windows and door to front.

The ground floor benefits from a fully glazed shop front and provides open plan retail space and store. The first floor is arranged to provide four offices, three of which have been formed from demountable glazed partitioning. The second floor provides a well-appointed open plan office with kitchen.

The accommodation is finished with plaster painted walls, air conditioning and suspended ceiling with inset commercial lighting.

### ACCOMMODATION:

Ground Floor: 112 sq.m (1,206 sq.ft)

First Floor: 74.3 sq.m (800 sq.ft)

Second Floor: 37.5 sq.m (404 sq.ft)

TOTAL: 215.2 sq.m (2,316 sq.ft)

### ENERGY EFFICIENCY RATING: D

**TENURE:** Freehold.

**VACANT POSSESSION UPON COMPLETION**

### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee



For identification purposes only. Not to scale.



**LOT OFFERED IN  
PARTNERSHIP WITH:**



**\*GUIDE PRICE £150,000+ (plus fees)**

## LOT 7

### 8 UTTOXETER ROAD, FOSTON, DERBYSHIRE DE65 5PX

**TWO BEDROOMED END TERRACED COTTAGE IN A DELIGHTFUL SEMI RURAL LOCATION REQUIRING A COMPREHENSIVE SCHEME OF IMPROVEMENT.**

**PROPERTY DESCRIPTION:**

A delightful cottage situated in the south Derbyshire village of Foston, being well positioned for the A50 trunk road which provides access onto Toyota, the city of Derby and further regional business centres. Excellent investment opportunity.

**ACCOMMODATION:**

**Ground Floor:** Lounge, kitchen, lean-to.

**First Floor:** Landing, two bedrooms.

**Outside:** Fore garden and adjoining outbuilding. Shared driveway to the side leading to the rear garden with two outbuildings.

**PLEASE NOTE:** This property is being sold in conjunction with 12 Uttoxeter Road (which is the adjoining property) and we are of the opinion that these two properties could be converted to form one family home, subject to the usual planning consents).

**ENERGY EFFICIENCY RATING:** G

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £65,000+ (plus fees)**



## LOT 8

### 12 UTTOXETER ROAD, FOSTON, DERBYSHIRE DE65 5PX

**TWO BEDROOMED MID-TERRACED COTTAGE IN A DELIGHTFUL RURAL LOCATION REQUIRING IMPROVEMENT AND UPGRADING**

**PROPERTY DESCRIPTION:**

Enjoying a delightful semi rural location is a charming two bedroomed mid terraced cottage requiring a comprehensive scheme of improvement and upgrading.

**ACCOMMODATION:**

**Ground Floor:** Entrance porch, lounge, kitchen, lean-to.

**First Floor:** Landing, two bedrooms.

**Outside:** Fore garden and adjoining outbuilding. Shared driveway to side leading to rear garden with two outbuildings.

**PLEASE NOTE:** This property is being sold in conjunction with 8 Uttoxeter Road (which is the adjoining property) and we are of the opinion that these two properties could be converted to form one family home, subject to the usual planning consents).

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £65,000+ (plus fees)**



## LOT 9

### FLAT 111 RIVERMEAD HOUSE, BATH STREET, DERBY DE1 3BT

**A SPACIOUS TOP FLOOR FLAT OFFERING TWO BEDROOMED ACCOMMODATION WITH PANORAMIC VIEWS OVER DERBY CITY CENTRE.**

**PROPERTY DESCRIPTION:**

The flat benefits from electric heating and double glazing along with a lift and residents permit parking. It is situated in a popular residential location with good access to the city centre and Darley Park.

**ACCOMMODATION:**

**Ground Floor:** Communal area, lifts and stairs.

**Flat:** Hallway, lounge, kitchen, balcony area, two bedrooms, bathroom.

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Leasehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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Any additional costs, which are payable in addition to the purchase price that have not been mentioned in this catalogue, will be included within the Special Conditions that are attached to the Contract.

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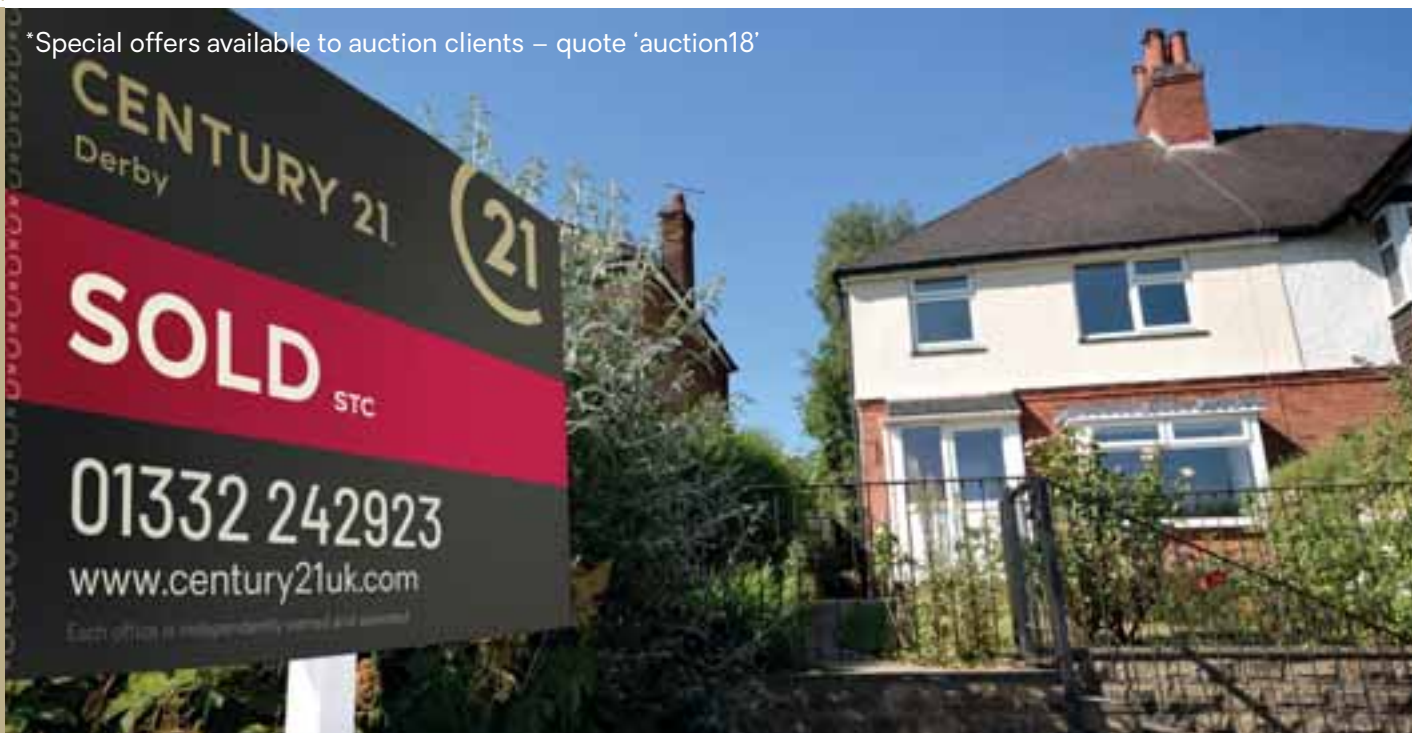
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## LOT 10

### 35 PECKERDALE GARDENS, SPONDON, DERBY DE21 7SX

**A TWO DOUBLE BEDROOMED FIRST FLOOR APARTMENT SITUATED WITHIN A PRESTIGIOUS MODERN DEVELOPMENT WITH PARKING.**

**PROPERTY DESCRIPTION:**

A well equipped first floor apartment requiring minor improvements however benefits from uPVC double glazing and electric heating.

**ACCOMMODATION:**

**Ground Floor:** Communal entrance hall.

**First Floor:** Entrance lobby, L-shaped open plan living kitchen room with Romeo & Juliet balcony, master bedroom with en-suite, bedroom two, bathroom.

**Outside:** Well kept communal gardens with allocated parking space.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Leasehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £60,000+ (plus fees)**



## LOT 11

### 254 CAXTON STREET, DERBY DE23 1RB

**A WELL PROPORTIONED TWO DOUBLE BEDROOMED DETACHED BUNGALOW REQUIRING A SCHEME OF IMPROVEMENT AND UPGRADING.**

**PROPERTY DESCRIPTION:**

Double glazed and gas centrally heated living accommodation located in a popular residential location.

**ACCOMMODATION:**

**Ground Floor:** Entrance lobby, lounge through diner, breakfast kitchen room, inner lobby, two bedrooms, bathroom, conservatory.

**Outside:** Deep fore garden and adjacent driveway leading to single detached garage. Enclosed rear garden.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

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## LOT 12

### 269 BAKER STREET, ALVASTON, DERBY DE24 8SG

**A LARGER THAN AVERAGE TWO DOUBLE BEDROOMED PALISADED MID-TERRACED PROPERTY WITH ATTIC ROOM, REQUIRING A SCHEME OF IMPROVEMENTS AND ENJOYING A POPULAR AND CONVENIENT LOCATION.**

**PROPERTY DESCRIPTION:**

The accommodation has the benefit of sealed unit uPVC double glazing and gas central heating. Potential 4/5 bed HMO opportunity (subject to planning consent).

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, dining room, rear sitting room, kitchen

**First Floor:** Passaged landing, two bedrooms

**Second Floor:** Attic room (restricted height), bathroom

**Outside:** Small forecourt with decorative railings. Good sized enclosed rear garden enjoying a south-westerly aspect.

**ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

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**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £79,000+ (plus fees)**



## LOT 13

### FLAT 4, 46 HARTINGTON STREET, DERBY DE23 8EA

**A ONE DOUBLE BEDROOMED FLAT SITUATED IN AN IMPOSING THREE STORIED PERIOD TOWN HOUSE LOCATED CLOSE TO THE CITY CENTRE AND INTU SHOPPING CENTRE.**

**PROPERTY DESCRIPTION:**

The well maintained living accommodation benefits from neutral decor and offers an excellent investment opportunity.

**ACCOMMODATION:**

**Ground Floor:** Communal entrance hall.

**First Floor:** Entrance lobby, open plan living kitchen, bedroom, fitted shower room.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Leasehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £28,000+ (plus fees)**





## LOT 14

### LAND OFF MILLSTONE LANE, OAKERTHORPE, ALFRETON, DERBYSHIRE DE55 7LP

**EXCELLENT DEVELOPMENT OPPORTUNITY IN AN ATTRACTIVE VILLAGE LOCATION.**

**PROPERTY DESCRIPTION:**

A largely rectangular shaped plot of approximately half an acre with vehicular access off Mill Stone Lane, offering excellent potential subject to any necessary planning consents.

The village is well located for fast and easy access to both Derby and Nottingham. There have been a number of developments which have been granted planning consent in recent months in the village.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

**LOT OFFERED IN  
PARTNERSHIP WITH:**

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estates



**\*GUIDE PRICE £85,000+ (plus fees)**

## LOT 15

### 3 PETERWAY, SOMERCOTES, ALFRETON, DERBYSHIRE DE55 4JQ

**AN EXCELLENT HIGH YIELD BUY-TO-LET INVESTMENT OPPORTUNITY TO ACQUIRE A WELL APPOINTED THREE BEDROOMED SEMI-DETACHED HOUSE SITUATED IN A POPULAR RESIDENTIAL LOCATION.**

**PROPERTY DESCRIPTION:**

The property is let on an AST producing £520 pcm (£6,240 pa) and internally the well equipped living accommodation has the benefit of sealed unit uPVC double glazing, gas central heating.

**ACCOMMODATION:**

**Ground Floor:** Front sitting room, inner lobby, guest cloakroom, breakfast kitchen room, rear storage/utility area.

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

**Outside:** Deep fore garden and low maintenance rear garden with gated driveway.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**SUBJECT TO TENANCY**

**VIEWING:**

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**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £69,000+ (plus fees)**



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by proxy or online.

See the form at the back of this catalogue.

## LOT 16

**54 RIBER AVENUE, SOMERCOTES, ALFRETON, DERBYSHIRE DE55 4LL**

**A WELL APPPOINTED TWO DOUBLE BEDROOMED SEMI-DETACHED PROPERTY SITUATED ON A PROMINENT CORNER PLOT POSITION.**

**PROPERTY DESCRIPTION:**

The property is currently let on an AST producing £495 pcm (£5,940 pa) and benefits from well appointed gas centrally heated and double glazed living accommodation.

**ACCOMMODATION:**

**Ground Floor:** Front sitting room, full width kitchen diner, lean-to.

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

**Outside:** Prominent corner plot position with gardens to the front and rear along with hardstanding also located to the rear

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**SUBJECT TO TENANCY**

**VIEWING:**

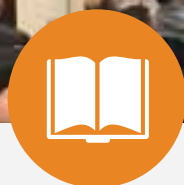
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**AUCTION TYPE:** Unconditional with fixed fee



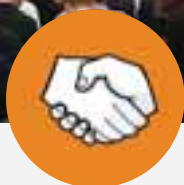
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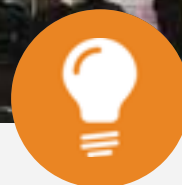
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## LOT 17

### 109 WATER LANE & LAND TO REAR, SOUTH NORMANTON, DERBYSHIRE DE55 2EE

**A WELL PROPORTIONED THREE BEDROOMED END-TERRACED PROPERTY WITH A LARGE PARCEL OF LAND MEASURING 0.41 ACRES OR THEREABOUTS OFFERING DEVELOPMENT POTENTIAL (STPC).**

**PROPERTY DESCRIPTION:**

The property itself offers well equipped living accommodation complemented by sealed unit uPVC double glazing and gas central heating. Excellent residential opportunity.

**ACCOMMODATION:**

**Ground Floor:** Sitting room, dining room, breakfast kitchen room, rear lobby, bathroom.

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

**Outside:** To the rear of the property there is a good sized enclosed garden.

The broadly rectangular parcel of land as illustrated may lend itself to planning for three separate dwellings subject to the usual planning consent and demolition of the existing dwelling.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £70,000+ (plus fees)**



## LOT 18

### AARON HOUSE, 70B THE COMMON, SOUTH NORMANTON, ALFRETON, DERBYSHIRE DE55 2EN

**AN INDIVIDUALLY DESIGNED, SPACIOUS THREE DOUBLE BEDROOMED DETACHED BUNGALOW BASED ON A VILLA STYLE THEME ENJOYING A GENEROUS SIZED PLOT.**

**PROPERTY DESCRIPTION:**

The property is gas centrally heated and uPVC double glazed.

**ACCOMMODATION:**

**Ground Floor:** Entrance hall, lounge, dining room, conservatory, dining kitchen, utility room, morning room, master bedroom, dressing room, shower room.

**First Floor:** Landing, bedroom two with en-suite bathroom, bedroom three with en-suite bathroom, walk-in store room.

**Outside:** The property is set in a backwater location down a private driveway with double garage and gravelled driveway, covered veranda, patio area, greenhouse and rear courtyard style garden.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £215,000+ (plus fees)**



## LOT 19

**18 HIGH STREET, ALFRETON, DERBYSHIRE DE55 7BN**

**A THREE STOREY MID-TERRACED RETAIL PREMISES WITH RESIDENTIAL ACCOMMODATION ABOVE, WHICH HAS BEEN SUCCESSFULLY FAMILY RUN AS A CHIP SHOP FOR MANY YEARS.**

### PROPERTY DESCRIPTION:

The main ground floor retail area offers 41.68 sq.m of accommodation. The retail area is tiled floor to walls and retains the original serving counter and chiller cabinets. To the rear of the premises is a kitchen 7.89 sq.m with a further 5.26 sq.m of ancillary space. A fire escape accesses a rear loading area/yard from this room.

The residential accommodation which would benefit from some modernisation is accessed via a stairwell from within the main retail space. Stairs lead to first floor landing off which there is a bathroom, separate wc, bedroom one and living room. A second flight of stairs leads to two further bedrooms on the second floor.

There is a small shared rear yard/loading area.

### ENERGY EFFICIENCY RATING: D

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

### VIEWING:

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**AUCTION TYPE:** Unconditional with fixed fee

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## LOT 20

### 27 WESTLAND DRIVE, PINXTON, NOTTINGHAMSHIRE NG16 6RD

**A WELL PRESENTED TWO BEDROOMED DETACHED BUNGALOW IN CUL-DE-SAC LOCATION.**

**PROPERTY DESCRIPTION:**

The property benefits from uPVC double glazing and gas central heating and is located within this desirable residential development with easy access to the A38/M1 road networks.

**ACCOMMODATION:**

**Ground Floor:** Lounge, kitchen, inner hallway, two bedrooms, bathroom.

**Outside:** Front garden and block paved driveway for two cars leading to single garage. To the rear there is a wooden workshop/shed (9'4" x 7'3") with power and light connected. Enclosed rear garden laid to lawn with shrubs and plants, and backs onto open fields.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold

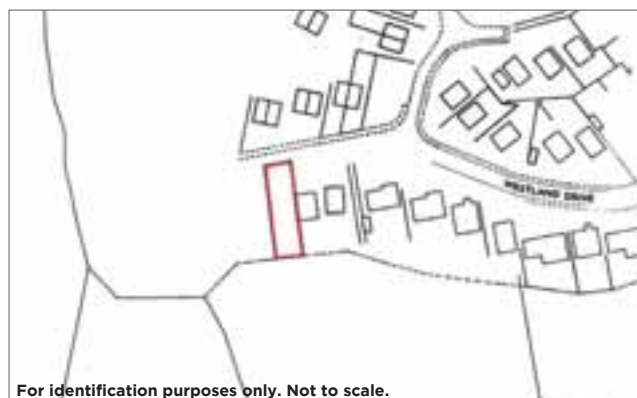
**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £110,000+ (plus fees)**



## LOT 21

### LAND OFF CHEVIN ROAD, BELPER, DERBYSHIRE DE56 2UN

**SUPERB PARCEL OF LAND EXTENDING TO APPROX. 0.21 ACRES WITH AN EXISTING DILAPIDATED DUTCH BARN.**

**PROPERTY DESCRIPTION:**

Enjoying an idyllic rural setting with far reaching views across the Chevin Valley, is an interesting parcel of land extending to 0.21 acres approx. with an existing dilapidated Dutch barn and offering the potential of being a superb building plot subject to the usual planning consents.

The sizeable and generally level plot runs adjacent to Chevin Road with a Derbyshire built stone low level wall surround with a shared driveway with open access onto the plot.

The parcel of land is surrounded by some attractive stone built properties and is within easy reach of The Chevin and Farnah Green which has the renowned Bluebell Public House/Restaurant. There are delightful countryside walks and the historic market town of Belper which is situated within one of the few World Heritage sites and has the attractive River Gardens and the A6 provides swift access onto the city of Derby. Excellent investment opportunity.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £37,000+ (plus fees)**





## LOT 22

### 2 HEATH ROAD, RIPLEY, DERBYSHIRE DE5 3EN

**A TWO BEDROOMED SEMI-DETACHED PROPERTY SITUATED WITHIN WALKING DISTANCE OF RIPLEY TOWN CENTRE**

**PROPERTY DESCRIPTION:**

The property benefits from PVC double glazing but otherwise requires a scheme of modernisation and improvement.

**ACCOMMODATION:**

**Ground Floor:** Two reception rooms, kitchen.

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

**Outside:** Fore court and garden to the rear.

**ENERGY EFFICIENCY RATING:** Awaited

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



## LOT 23

### CAFE ROSSA, 28 NOTTINGHAM ROAD, RIPLEY, DERBYSHIRE DE5 3DJ

**A DOUBLE FRONTED COMMERCIAL FREEHOLD PREMISES ON A FULL REPAIRING LEASE TO CAFE ROSSA TO 2020 PRODUCING £7,500 P.A.**

**PROPERTY DESCRIPTION:**

The well kept premises have been successfully trading for approx. 9 years and offers an excellent high yield freehold investment opportunity.

**ACCOMMODATION:**

**Ground Floor:** Prominent shop front, seating area, kitchen, boiler room, passageway, four separate wc's and rear lobby.

**Outside:** Enclosed private yard with pedestrian access leading out onto Nottingham Road via a timber gate.

**LOT OFFERED IN PARTNERSHIP WITH:**

**ENERGY EFFICIENCY RATING:** C

**TENURE:** Freehold. **SUBJECT TO TENANCY**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £65,000+ (plus fees)**

**ELDERS**  
estates



## LOT 24

### 30 GROSVENOR ROAD, RIPLEY, DERBYSHIRE DE5 3JF

**A LOCK UP SALES SHOP HAVING FRONTAGE TO THE BUSY GROSVENOR ROAD.**

**PROPERTY DESCRIPTION:**

The property is located within close proximity of Ripley town centre and offers excellent potential.

**ACCOMMODATION:**

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

**Basement:** Treatment room 2.2m x 2.3m, kitchenette, Wc.

**Ground Floor:** Sales shop 3.15m x 6.8m max.

**First Floor:** Office/store 3.22m x 5.73m.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £64,000+ (plus fees)**





**EXCELLENT RESIDENTIAL/COMMERCIAL DEVELOPMENT OPPORTUNITY.**

**PROPERTY DESCRIPTION:**

Wright Tyres is a well established tyre fitting business, with an excellent road frontage sitting on a broadly level rectangular plot extending to approx 0.3 acres which has a collection of garages, stores, workshop served by a surfaced yard accessed from Derby Road.

There is planning permission (Ref: AVA/2012/0141) for the erection of 5 x 4 bedroomed town houses and 3 x 2 bedroomed apartments subject to demolition of the existing units.

The interesting site also contains a large roadside commercial unit with wide frontage onto Derby Road and adjoining a one bedroomed flat.

The popular village of Denby is located along the B617 lying approximately 8 miles north of the city of Derby and 3 miles from the A38 which provides swift access onto further regional business centres. The village itself has an excellent range of amenities including local primary and secondary school, One-Stop Convenience Store and regular bus service to Derby.

**ACCOMMODATION:**

**Roadside Unit** - Retail, lounge, kitchen.

**TOTAL NIA: 86.7 SQ.M (933 SQ.FT)**

**\*GUIDE PRICE £295,000+ (plus fees)**







**Rear Units** - Five garages, five stores, workshop, reception, alignment bay, store/office.

**TOTAL GROSS INTERNAL AREA: 199.7 SQ.M (2,149 SQ.FT)**

**Two Canopy's**

**TOTAL: 98.9 SQ.M (1,064 SQ.FT)**

**One Bedroomed Flat** - Living room, kitchen, bathroom, bedroom.

**TOTAL: 35.1 SQ.M (377 SQ.FT)**

#### NOTE

We are informed that planning for change of use to a veterinary surgery was applied for, for the roadside unit and granted (AVA/2017/0468) but never effected.

We are advised that the turnover for 2018 was £466,086.

**ENERGY EFFICIENCY RATING:** Commercial - G; Residential - E & E

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee



**LOT OFFERED IN PARTNERSHIP WITH:**



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## LOT 26

### 120 THE MOOR, COLEORTON, LEICESTERSHIRE LE67 8GF

**A UNIQUE OPPORTUNITY TO PURCHASE A DEVELOPMENT SITE IN THE HIGHLY REGARDED VILLAGE OF COLEORTON.**

**PROPERTY DESCRIPTION:**

A large four bedroomed detached bungalow with planning permission (Ref 15/01177/FUL) for re-development into a two storey, five bedroomed executive detached house with double garage.

To the right hand side of the bungalow is a building plot with outline planning permission (17/01384/OUT) for a detached residence. This is most likely to be a four bedroomed detached house. Other schemes may be considered and all enquiries should be made to North West Leicestershire County Council.

**ACCOMMODATION:**

**Ground Floor:** Entrance hallway, lounge/diner, breakfast kitchen, conservatory, master bedroom with en-suite shower room, bedroom two with en-suite shower room, two further bedrooms, family bathroom.

**Outside:** Ample parking. Wonderful, private rear gardens.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £410,000+ (plus fees)**



## LOT 26A

### 37 FARLEY LODGE, RUTHIN CLOSE, LUTON, BEDFORDSHIRE LU1 5EN

**PURPOSE BUILT STUDIO FLAT, CURRENTLY LET AT £475 PCM.**

**PROPERTY DESCRIPTION:**

Conveniently located for the town centre of Luton. Ideally situated for transport links and amenities. Great investment opportunity.

**ACCOMMODATION:**

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

Studio room with kitchenette, bathroom/wc and balcony.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Leasehold **SUBJECT TO TENANCY**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



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### A SUBSTANTIAL COMMERCIAL UNIT

#### PROPERTY DESCRIPTION:

A part single and part two storey warehouse and office building with further retail shop to the front and ample parking. We understand the building has B1 and B8 usage. The property sits within two minutes walk to Coalville town centre and has excellent links to the A511 and M42 and M1 Motorways. The accommodation amounts to approx. 2850 sqft / 265 sqm and would be perfectly suited to numerous business uses. There is also scope to demolish the building and redevelop into residential flats/ houses subject to planning permissions. All mains services including gas, electric and drainage are connected to the building. As well as parking to the front the property also has land to the rear which is approximately 50ft x 25ft.

We have been informed there is no VAT on this property.

#### ACCOMMODATION:

**Ground Floor:** Warehouse, side store, rear store, rear stockroom, office.

**First Floor:** Store, office.

**Outside:** Parking, garage, store.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £165,000+ (plus fees)**



For identification purposes only. Not to scale.



**AN EXCELLENT OPPORTUNITY TO ACQUIRE A SUPERB BUILDING PLOT EXTENDING TO APPROXIMATELY OVER AN ACRE POSITIONED ALONG A NO-THROUGH LANE NEAR THE TOWN OF EPWORTH.**

**PROPERTY DESCRIPTION:**

Planning permission has been granted through North Lincolnshire Council (application number PA/2018/332) for full detailed planning consent for the erection of a six bedroomed executive three storied detached residence with a large double detached garage.

If built in accordance with the approved plans, the thoughtfully designed and spacious living accommodation will consist of entrance hall, full depth lounge with french doors leading through to a spacious kitchen diner and separate dining room. A particular feature off from the kitchen diner is the glazed link leading through to a large double detached garage incorporating a utility area with staircase to first floor and with an office/playroom located over the double garage with pitched roof. The first floor landing leads to four double bedrooms, two of which have en-suite shower rooms and a family bathroom. The second floor landing will lead to two large double bedrooms and a family bathroom with a separate built in storage cupboard.

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

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





## LOT 29

### 2 ELLESMERE GARDENS, CHOPPINGTON, NORTHUMBERLAND NE62 5TY

**A TWO BEDROOMED GROUND FLOOR FLAT WHICH IS IDEAL FOR A FIRST TIME BUYER OR INVESTOR.**

**PROPERTY DESCRIPTION:**

The property is situated close to major road links, bus routes and local amenities.

**ACCOMMODATION:**

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

**Ground Floor:** Entrance hall, kitchen, lounge, bathroom, two bedrooms.

**Outside:** Shared yard to the front elevation and small low maintenance garden to the rear.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Leasehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



## LOT 30

### PLOTS 14 & 52, LAND SOUTH OF BURY ROAD, BOLTON, GREATER MANCHESTER BL2 6DS

**A FREEHOLD PARCEL OF LAND, FORMING PART OF A MUCH LARGER SITE OF APPROXIMATELY 1.1 ACRES.**

**DESCRIPTION:**

Located close to residential housing and having views over/towards the river. The auctioneers have not inspected the land but are given to understand the area is overgrown and has variations in ground levels. Trees on the plot are subject to Tree Preservation Orders, please refer to the legal pack for further details. Buyers should make their own further enquiries regarding obtaining any necessary planning consents and access.

Plots 14 & 52 are sold as one combined lot.

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £1+ (plus fees)**



For identification purposes only. Not to scale.

## LOT 31

### SITE AT BOYTHORPE AVENUE, (ADJACENT TO 24 RIBER TERRACE), CHESTERFIELD, DERBYSHIRE S40 2QF

**A READY-TO-GO DEVELOPMENT SITE WITH THE BENEFIT OF DETAILED PLANNING CONSENT APPROVED FOR THE ERECTION OF A TWO BEDROOMED DETACHED BUNGALOW WITH GARAGE.**

**DESCRIPTION:**

Planning permission has been granted - CHE/17/00213/FUL - and if built in accordance with the approved plans the accommodation will consist of entrance hallway with a full depth lounge with bay window and patio doors, again a further full depth kitchen diner and a bathroom. To the first floor there will be two bedrooms with shower room. Outside there will be gardens with driveway and single detached garage. NOTE: The auctioneers have not inspected the site.

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £55,000+ (plus fees)**



For identification purposes only. Not to scale.



## LOT 32

### GARAGES AT HARVEY ROAD, CHESTERFIELD, DERBYSHIRE S41 0BW

AN EXCELLENT OPPORTUNITY TO ACQUIRE A ROW OF FIVE SECURE SINGLE LOCK UP GARAGES OF CONCRETE CONSTRUCTION WITH UP AND OVER DOORS, WITHIN A POPULAR AND ESTABLISHED RESIDENTIAL AREA WHERE OFF STREET PARKING IS LIMITED. THE GARAGES WOULD ALSO PROVIDE AN EXCELLENT STORAGE FACILITY.

#### DESCRIPTION:

The garages are the first five from left to right within a row of twelve garages in total. Of the five, four are let on annual leases, terminable on one months notice and producing a combined income of £2,220 pa. If fully let at full market value this could be increased to £3,000 pa.

**TENURE:** Freehold. **PART LET/PART VACANT**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £23,000+ (plus fees)**



## LOT 33

### 4 ANN STREET, CRESWELL, WORKSOP, NOTTINGHAMSHIRE S80 4JF

AN EXCELLENT BUY-TO-LET INVESTMENT OPPORTUNITY TO ACQUIRE A RECENTLY IMPROVED TWO DOUBLE BEDROOMED PALISADED MID-TERRACED PROPERTY OCCUPYING A POPULAR CUL-DE-SAC LOCATION.

#### PROPERTY DESCRIPTION:

The property offers neutral decor having the benefit of mostly uPVC double glazed and gas centrally heated accommodation.

#### ACCOMMODATION:

**Ground Floor:** Front sitting room, separate dining room, inner lobby, kitchen, rear porch.

**First Floor:** Passaged landing, two bedrooms, bathroom.

**Outside:** Small forecourt and enclosed enclosed garden. Private driveway located between 10 and 12 Ann Street leads to a communal parking area where there is hard standing located to the rear of the garden of number 4.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £48,000+ (plus fees)**



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## LOT 34

### PUBLIC CONVENIENCES, STATION ROAD, DARLEY DALE, MATLOCK, DERBYSHIRE DE4 2EQ

**'ON INSTRUCTIONS OF DERBYSHIRE DALES DISTRICT COUNCIL'  
A FORMER LOCAL AUTHORITY PUBLIC TOILET OF STONE CONSTRUCTION UNDER  
A PITCHED AND TILED ROOF BEING SOLD WITH VACANT POSSESSION.**

#### PROPERTY DESCRIPTION:

The single storey building occupies a prominent position within the centre of the attractive Derbyshire Dales town of Darley Dale, on the edge of Matlock.

This attractive stone-built structure would suit several alternative uses. Derbyshire Dales District Council have provided pre-planning consultation advice advising the property could be used within classes A1 – A5 of the Use Classes Order. It could also be used as an office (B1) or Leisure (D2) or dwelling house (C3) all subject to obtaining the necessary planning consents. An extension to the property on land to the rear may also be supported subject to planning.

Although not internally inspected, the premises are still configured in their original layout with separate ladies, gents and disabled toilets. There is a small outdoor grassed area to the rear of the building and a small area in front of the toilet block included within the curtilage.

We can also confirm that the property is exempt from empty rates charges.

The gross footprint of the plot extends to approximately 144.52 sq.m (1,556 sq. ft)

**TENURE:** Freehold.

**VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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

LOT OFFERED IN  
PARTNERSHIP WITH:



## LOT 35

### 26 THORPES ROAD, HEANOR, DERBYSHIRE DE75 7GQ

**A STRUCTURALLY DETACHED THREE BEDROOMED PROPERTY CURRENTLY  
LET ON AN AST PRODUCING £5,400 PA AND REPRESENTS AN EXCELLENT  
BUY-TO-LET INVESTMENT OPPORTUNITY.**

#### PROPERTY DESCRIPTION:

The uPVC double glazed, gas centrally heated generous sized living accommodation is situated within literally yards of a local primary school.

#### ACCOMMODATION:

**Ground Floor:** Lounge, dining room, kitchen.

**First Floor:** Passaged landing, three bedrooms, bathroom.

**Outside:** Parcel of land to the side which offers potential to extend or provide off-road parking (stpc).

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold. **SUBJECT TO TENANCY**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



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## LOT 36

### 1 DRUMMOND ROAD, ILKESTON, DERBYSHIRE DE7 5HA

**OVERLOOKING THE BEAUTIFUL VICTORIA PARK IS A MOST APPEALING LATE VICTORIAN THREE STORIED END-TOWN HOUSE CONVERTED INTO TWO SELF-CONTAINED ONE AND TWO BEDROOMED APARTMENTS, OFFERED WITH IMMEDIATE VACANT POSSESSION.**

**PROPERTY DESCRIPTION:**

Apartment One is mostly uPVC double glazed and Apartment Two is uPVC double glazed and gas centrally heated. The property overlooks Victoria Park to the front and is situated within a short walking distance of Ilkeston town centre. Excellent freehold investment opportunity.

**ACCOMMODATION:**

**Apartment One:** Kitchen diner, bathroom, double bedroom, front sitting room.

**Apartment Two:** Ground floor entrance lobby with staircase to first floor, front sitting room, bedroom, breakfast kitchen room, bathroom, attic room/bedroom.

**Outside:** Enclosed rear yard with parking for three/four vehicles and single detached garage.

**ENERGY EFFICIENCY RATING:** F & E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £150,000+ (plus fees)**



## ADDITIONAL COSTS

Any additional costs, which are payable in addition to the purchase price that have not been mentioned in this catalogue, will be included within the Special Conditions that are attached to the Contract.

Therefore, all prospective purchasers are strongly advised to inspect the legal packs for every lot that they may wish to bid on, in order to be made fully aware of any additional costs, if applicable.

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**SUBSTANTIAL FORMER RESTAURANT PREMISES CLOSE TO LOCAL BARS AND PUBS IN THE HEART OF MANSFIELD TOWN CENTRE WITH A3 USAGE.**

**PROPERTY DESCRIPTION:**

The premises may suit alternative uses (stpc) but currently does retain its A3 planning classification.

The entrance leads to the main open plan dining area which extends to approx. 190 sq.m (2,045 sq.ft) which previously provided approx. 50 covers. In addition there is a mezzanine level overlooking the main dining area which extends to a further 41.6 sq.m (48 sq.ft).

Beyond the dining area lie the kitchens which have been cleared of all equipment. To the right of the kitchens are ladies and gents WC's.

A stairwell from the kitchen leads to the first-floor accommodation and which requires full refurbishment. This accommodation previously provided for a two-bed flat, approx. 50 sq.m (540 sq.ft) gross internal area.

Outside there is parking to the front.

**ENERGY EFFICIENCY RATING: G**

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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



## LOT 38

### 58 TRENT STREET, BURTON ON TRENT, STAFFORDSHIRE DE14 3AP

**A THREE BEDROOMED MID-TERRACED PROPERTY REQUIRING MINOR SCHEME OF IMPROVEMENT AND UPGRADING WITH PART OF THE FIRST FLOOR ACCOMMODATION ARRANGED OVER THE SHARED PASSAGEWAY.**

**PROPERTY DESCRIPTION:**

The property has the benefit of sealed unit uPVC double glazing and gas central heating. Potential loft conversion (stpc).

**ACCOMMODATION:**

**Ground Floor:** Lounge, inner lobby, separate dining room, kitchen, bathroom.

**First Floor:** Passaged landing, three bedrooms.

**Outside:** Gated shared passageway to the side leading to rear garden.

**ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £65,000+ (plus fees)**



## LOT 39

### LAND ADJ 127 NEWTON ROAD, BURTON ON TRENT, STAFFORDSHIRE DE15 0TT

**A BUILDING PLOT WITH OUTLINE PLANNING PERMISSION FOR TWO DETACHED HOUSES WITH STUNNING VIEWS.**

**PROPERTY DESCRIPTION:**

The plots are located close to the town centre of Burton on Trent and are situated on the banks of the River Trent.

Each property will have parking and river boundaries.

**PLANNING:**

Outline planning permission was granted in January 2019 for the erection of two detached dwellings (East Staffordshire Borough Council Ref: P/2018/01403).

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

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## LOT 40

### MEADOW FARM, MEADOW LANE, NEWHALL, SWADLINCOTE, DERBYSHIRE DE11 0QW

**TUCKED AWAY IN A SECLUDED LOCATION IS A SPACIOUS FOUR BEDROOMED DETACHED DORMER BUNGALOW THAT SITS ON A SITE EXTENDING TO APPROX 0.25 ACRE AND OFFERING POTENTIAL FOR AN EXTENSION OR SMALL BUILDING PLOT (STPC).**

#### PROPERTY DESCRIPTION:

The well proportioned living accommodation requires a scheme of improvements however has the benefit of sealed unit uPVC double glazing and gas central heating. The property is situated in the context of an established and popular residential location that will surely appeal to families and retired persons. Excellent freehold investment opportunity.

#### ACCOMMODATION:

**Ground Floor:** Entrance hall, sitting room, dining room, family bathroom, two bedrooms.

**First Floor:** Landing, two further genuine double bedrooms.

**Outside:** Driveway to front providing ample car standing space and leading to a secure area to the side of the property with a double detached garage. Enclosed garden to the rear enjoying a southerly aspect and offering a certain degree of privacy.

#### ENERGY EFFICIENCY RATING: E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £150,000+ (plus fees)**



## LOT 41

### BUILDING PLOT ADJ TO 77 HASTINGS STREET, CASTLE DONINGTON, DERBYSHIRE DE74 2LS

**A CORNER PLOT PARCEL OF LAND WITH FULL DETAILED PLANNING CONSENT FOR THE ERECTION OF A THREE BEDROOMED DETACHED DWELLING SITUATED WITHIN THE HISTORIC SMALL TOWN OF CASTLE DONINGTON.**

#### DESCRIPTION:

Planning permission was granted by North West Leicestershire District Council (19/00397/FUL) and if built in accordance with the approved plans the accommodation will consist of entrance hallway, guest wc, kitchen diner with separate utility room and a rear sitting room. The first floor landing leads to master bedroom with en-suite shower room, two further guest bedrooms and a family bathroom. Outside there will be gardens and allocated parking space for two vehicles.

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

#### VIEWING:

Direct on site.

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £65,000+ (plus fees)**



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## LOT 42

**29A DERBY ROAD, MELBOURNE, DERBYSHIRE DE73 8FE**

**EXCELLENT RETAIL INVESTMENT PROPERTY, PERFECTLY POSITIONED IN THE HEART OF THIS DELIGHTFUL SMALL GEORGIAN MARKET TOWN.**

**PROPERTY DESCRIPTION:**

Situated within a historic and prominent Victorian building fronting onto Derby road at its junction with Blanch Croft, the premises occupy a ground floor prime retail position.

We are offering the long leasehold interest of 999 years in a prominent shop currently trading and let to the The Air Ambulance. The premises produce a yearly rental income of £15,250, on a 5 year FR & I lease from the 5th July 2017 with a 3 year break clause in July 2020. The lease expires on the 4th July 2022 and there is a rent review on the 5th July 2021.

The shop benefits from electric storage heaters, changing room, small staff kitchenette and toilet facilities.

**ACCOMMODATION:**

Retail Area: 58.21 sq.m (626 sq.ft), store: 9 sq.m (97 sq.ft), kitchen, wc.

**ENERGY EFFICIENCY RATING: C**

**TENURE: Leasehold. SUBJECT TO TENANCY**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE: Unconditional with fixed fee**








**\*GUIDE PRICE £115,000+ (plus fees)**



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## LOT 43

**29B DERBY ROAD, MELBOURNE, DERBYSHIRE DE73 8FE**

**EXCELLENT RETAIL INVESTMENT PROPERTY, PERFECTLY POSITIONED IN THE HEART OF THIS DELIGHTFUL SMALL GEORGIAN MARKET TOWN.**

**PROPERTY DESCRIPTION:**

Situated within a historic and prominent Victorian building fronting onto Derby Road and occupy a ground floor prime retail position.

We are offering the long leasehold interest of 999 years in a shop currently trading and let to The Ivory Chapter Bridal Shop, producing a yearly rental income of £10,500, with a signed 5 year FRI lease from 20th October 2016. The existing tenants have served notice to quit and vacate in October 2019, however an assignment of this lease has been provisionally agreed to take on the tenancy going forward.

The premises benefit from electric panel heaters, tea making and toilet facilities, together with a beautifully presented sales area with polished wood floor, there is an internal fitting room and office and rear kitchen/storage. We are informed by the seller that the sanitary fittings and heaters were replaced in October 2016. Outside is a side courtyard with pedestrian access onto Derby Road.

**ACCOMMODATION:**

Retail Area: 28.03 sq.m (301 sq.ft), Store/Kitchen/changing area: 12.49 sq.m (134 sq.ft), WC.

**ENERGY EFFICIENCY RATING: F**

**TENURE:** Leasehold. **SUBJECT TO TENANCY**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £115,000+ (plus fees)**



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**SDL AUCTIONS**

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**'ON INSTRUCTIONS OF DERBYSHIRE COUNTY COUNCIL'  
RESIDENTIAL DEVELOPMENT OPPORTUNITY - FORMER CARE HOME  
SITUATED IN SECLUDED POSITION.**

**PROPERTY DESCRIPTION:**

The property was formerly used as a care home and although not listed, it is within a conservation area. The old house itself is Victorian in period, dating back to around 1850 but has been substantially added to with 1970's bedroom wings specific to its latter day use.

The site extends to approx 0.43 hectares (1.06 acre) or thereabouts and for the purposes of identification is shown edged in red on the site plan along with a location plan.

The gross internal area of the existing premises totals approx 1,230 sq.m (13, 240 sq.ft).

**Location:** The property is located at the heart of the old town within the Alferton Conservation area, adjoining the vicarage of St. Martins Church and within close proximity of Alferton Hall.

**ENERGY EFFICIENCY RATING: C**

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

**VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £430,000+ (plus fees)**





## LOT 45

### EXCELSIOR HOUSE, 296 BURTON ROAD, DERBY DE23 6AD

**AN IMPOSING LATE VICTORIAN SIX BEDROOMED SEMI-DETACHED RESIDENCE WITH PLANNING PERMISSION (19/00157/FUL) TO CONVERT INTO 3 X TWO DOUBLE BEDROOMED LUXURY APARTMENTS ALL WITH EN-SUITES.**

#### **PROPERTY DESCRIPTION:**

The character living accommodation has a particularly attractive facade and benefits from double glazing and gas central heating. It is located where there are similar style properties and has excellent road networks with regular bus service to the city centre and Royal Derby Hospital. Excellent residential development opportunity.

#### **ACCOMMODATION:**

**Ground Floor:** Entrance vestibule, entrance hallway, two reception rooms, dining room, study, cloakroom, kitchen, utility area.

**First Floor:** Landing, master bedroom suite comprising dressing room and en-suite, two further bedrooms.

**Second Floor:** Landing, two bedrooms, further bedroom with en-suite, family bathroom.

**Outside:** Ample car standing space to the front and to the rear there is an enclosed garden with a variety of trees.

#### **ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold. **VACANT POSSESSION UPON COMPLETION**

#### **VIEWING:**

Viewings can be booked online at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk)

**AUCTION TYPE:** Unconditional with fixed fee

**\*GUIDE PRICE £295,000+ (plus fees)**



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**Thursday**  
**25th July 2019**

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**SDL AUCTIONS**

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**Leicester** 12th February 8th April 21st May **Derby** 25th July 25th October **Chester** 22nd August **Manchester** 5th June

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of hands



A transparent  
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budget



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a reservation fee to  
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and completion dates,  
certainty of sale  
giving your clients



# PROXY, TELEPHONE & INTERNET BIDDING FORM

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"/>
------------------------------------	--------------------------------	-----------------------------------	-----------------------------	--------------------------------------

I hereby instruct and authorise SDL Auctions 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"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Max Bid Price: £	<input type="text"/>		
Price in Words:	<input type="text"/>		

## PURCHASER DETAILS

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

## BIDDER DETAILS

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

## SOLICITOR DETAILS

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

## PAYMENT REQUIREMENTS

ALL SUCCESSFUL PURCHASERS ARE REQUIRED TO PAY EITHER:

METHOD OF SALE:		
UNCONDITIONAL LOTS WITH FIXED FEE: 10% deposit and Buyer's Fee.	UNCONDITIONAL LOTS WITH VARIABLE FEE: 5% deposit and Buyer's Fee.	CONDITIONAL LOTS WITH RESERVATION FEE: Reservation Fee.
NOTES: I confirm by signing this form that I have read and agreed to be bound by SDL Buyer's Terms and understand the fees that apply to the lot.		

Please see overleaf for Payment Details



## PAYMENT DETAILS

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 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 (proxy) bids on the following Terms and Conditions in addition to the Buyer's Terms.**

- 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) relevant to the method of sale (unconditional, unconditional with reservation fee or conditional with reservation fee) as outlined in the Payment Requirements Section of this form.
- 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 for the bidder and buyer (if different), 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 'Buyer's Terms', the particulars of the relevant Lot in the Catalogue and the General and the full legal pack including the 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](http://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 through the Auctioneer's staff.  
  
The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone or internet 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. 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. If internet connection is lost the Auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on this form.
- 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 or internet bid is successful the Auctioneer will sign the Contract for Sale or Reservation Agreement 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% or 5% deposit (whichever is applicable) subject to a minimum of £5,000 per Lot, plus the Buyer's Fee or Reservation Fee (whichever is applicable), however if monies are received over the relevant deposit amount, this will result in the purchaser paying a lesser sum on completion.
- Once delivered to the Auctioneer 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 Seller 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 Seller to withdraw any Lot or to sell prior to auction to a third party and neither the Seller 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 Seller the existence of these instructions but not the amount of the maximum bid.

I hereby confirm that I have read the General, Additional and Special Conditions of Sale as well as SDL's Buyer's Terms. I accept that it is my responsibility to check for any amendments in accordance with the Buyer's Terms.

I authorise the Auctioneers to sign a Contract for Sale or Reservation Agreement 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.

Signature of prospective purchaser

Date of Signature

# BUYER TERMS OF SDL AUCTIONS LIMITED (SDL)

## TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

The following Terms and Conditions govern the conduct of our auctions. If you bid on a property, it is on the basis that you accept these terms and conditions.

SDL operates three types of auction sale:

1. Unconditional with Fixed Fee
2. Unconditional with Variable Fee
3. Conditional with Reservation Fee

These Terms and Conditions apply to all three types of auction sale and therefore cover all properties offered for auction by SDL.

### TERMS AND CONDITIONS:

#### 1. ABOUT THESE TERMS

11 **What these terms cover.** These are the terms and conditions on which we offer properties for sale in our auctions (both online and in-room). If you bid on a property, whether in-room, online, or pre- or post- auction, you are bound by these terms and conditions

12 **Why you must read them.** Please read these terms carefully before bidding on a property at auction. These terms tell you who we are and the rules that apply to bidding at auction. If you have a question about these terms or think that there is a mistake in these terms, please contact us.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

21 We are SDL Auctions Limited, a company registered in England and Wales. Our Company Number is 07719474 and our registered address is 3-4 Regan Way, Chilwell, Beeston, Nottingham, England, NG9 6RZ.

22 You can contact us by telephoning us on 0800 304 7879, by writing to us at our registered address, or by emailing us at [enquiries@sdlauctions.co.uk](mailto:enquiries@sdlauctions.co.uk).

#### 3. INTERPRETATION

31 In these terms and conditions 'lot' means the land or property that is up for sale at auction. Each lot is given a number on the website or in the catalogue.

32 References in these terms to legislation are references to it as amended or replaced from time to time.

33 We reserve the right to change our terms and conditions at any time.

#### 4. TYPES OF SALE

41 SDL offers three types of sale at auction, listed at the start of these terms.

42 Each lot offered at auction is labelled with the type of sale that applies to it.

43 By bidding on a lot, you agree to the relevant terms below which relate to the applicable type of sale. **It is important that you take note of what type of sale is offered before bidding on a lot.**

44 Terms 5-7 apply only to the type of sale listed. All of the other terms apply to all lots.

#### 5. TERMS THAT APPLY TO UNCONDITIONAL WITH FIXED FEE LOTS

51 If you are the highest bidder, you must:

- 5.11 exchange legally binding contracts for the sale of the property immediately;
- 5.12 pay a non-refundable deposit equal to 10% of the purchase price, subject to a minimum of £5,000. This deposit contributes towards the purchase price (although note we can deduct fees owing to us from the deposit);
- 5.13 pay an auction fee ('Buyer's Fee'). This is usually £1,074 (including VAT) however, sometimes a different fee applies and will be listed on the lot - make sure you check the information relating to each individual lot. The auction fee does not contribute towards the purchase price; and
- 5.14 complete the sale within 20 business days unless the special conditions of sale state otherwise.

52 If you fail to complete the sale, the seller can bring a claim against you personally for losses suffered and we may pursue you for unpaid auction fees.

#### 6. TERMS THAT APPLY TO UNCONDITIONAL WITH VARIABLE FEE LOTS

61 If you are the highest bidder, you must:

- 6.11 exchange legally binding contracts for the sale of the property immediately;
- 6.12 pay a non-refundable deposit equal to 5% of the purchase price, subject to a minimum of £5,000. This deposit contributes towards the purchase price (although note we can deduct fees owing to us from the deposit);
- 6.13 pay an auction fee ('Buyer's Fee') equal to 4.8% (including VAT) of the sale price of the property, or 4.2% (including VAT) of the sale price if the property is

in London, subject always to a minimum of £6,000 (including VAT) **The Buyer's Fee does not contribute towards the purchase price;** and

6.14 exchange contracts and complete the sale within 20 business days unless the special conditions of Sale state otherwise.

6.2 If you fail to complete the sale, the seller can bring a claim against you personally for losses suffered and we may pursue you for unpaid auction fees.

#### 7. TERMS THAT APPLY TO CONDITIONAL WITH RESERVATION FEE LOTS

7.1 If you are the highest bidder, you must:

- 7.1.1 sign a reservation agreement in relation to the property;
- 7.1.2 pay a non-refundable fee ('Reservation Fee') equal to 4.8% (including VAT) of the purchase price, or 4.2% (including VAT) of the purchase price if the property is in London, subject always to a minimum of £6,000 (including VAT) **The Reservation Fee does not contribute to the purchase price;** and
- 7.1.3 exchange contracts and complete the sale within 40 business days.

Worked example for variable fees: If the final agreed sale price of the Property was £250,000, the Reservation Fee/Variable Buyer's Fee would be £12,000 if the Property was outside London. If the Property was in London with the same final agreed sale price, the Reservation Fee/Variable Buyer's Fee would be £10,500. If the final agreed sale price was £110,000 the Reservation Fee/Variable Buyer's Fee would be £6,000 as 4.8% of that final agreed sale price would give a Reservation Fee/Variable Buyer's Fee of £5,200 which is less than the minimum £6,000 (examples inclusive of VAT).

#### TERMS THAT APPLY TO ALL LOTS

##### 8. WHAT YOU SHOULD DO BEFORE BIDDING

8.1 If you are the highest bidder, you are legally bound to buy the property and there are financial consequences of withdrawing from the sale, both in terms of non-refundable Buyer's Fees and Reservation Fees, and non-refundable deposits (depending on the type of lot, see clauses 5-7 above) as well as the possibility of legal action being taken against you.

8.2 It is strongly advised that before bidding for a property you:

- 8.2.1 Take professional advice from a solicitor/conveyancer, Chartered Surveyor, and accountant;
- 8.2.2 Inspect the legal pack for the property and have the legal pack inspected by a solicitor/conveyancer;
- 8.2.3 Organise any necessary finance for the purchase;
- 8.2.4 Ensure that you have the funds available to pay any applicable Reservation Fees, Buyer's Fees, and deposits, as well as the purchase price;
- 8.2.5 Carry out the necessary searches and make the necessary enquiries (seek guidance from a solicitor/conveyancer on what searches and enquiries are necessary);
- 8.2.6 Commission appropriate surveys for the property by a Chartered Surveyor;
- 8.2.7 Check the contents of all applicable documents relating to the property, including leases, restrictions, and covenants;
- 8.2.8 Check that the information you have received or seen about the property is accurate;
- 8.2.9 Organise and attend a viewing of the property (unless the lot is marked external inspection only);
- 8.2.10 Commission appropriate reports for the property, such as structural reports, building reports, water and drainage reports, etc;
- 8.2.11 Check the VAT, stamp duty, and other tax consequences of the sale;
- 8.2.12 Familiarise yourself with all terms and conditions relating to our auctions; and
- 8.2.13 Take all other action necessary to satisfy yourself as to the condition of the property in order to be able to determine the price you are willing to pay for the property.

8.3 **If you fail to take any of the above measures, you do so at your own risk. You will not be able to withdraw from the sale once your bid has been accepted without incurring financial consequences. When you bid, you are deemed to have taken all the measures listed in clause 8.2 above and to have acted as a prudent buyer would act.**

8.4 The guide price of the property is not an indication of its market value or its minimum value or worth. It is merely the price at which the seller has decided to advertise the property. It offers no guarantee whatsoever as to the condition of the property or the value of the property.

##### 9. OUR ROLE

9.1 We act as agents for sellers. We have authority to:

9.11 Prepare the auction catalogue and advertisements for the lots;

9.12 Offer each lot for sale and combine or divide lots;

9.13 Receive and hold deposits;

9.14 Receive auction fees including a Buyer's Fee;

9.15 Receive Reservation Fees;

9.16 Accept bids for the lots (including pre- or post-auction);

9.17 Decline bids for the lot at our discretion;

9.18 Change the type of sale for a lot at our discretion;

9.19 Regulate bidding increments and the order of lots;

9.110 Accept proxy bids;

9.111 Resolve bidding disputes;

9.112 Re-offer a lot for sale following bidding disputes;

9.113 Bid on behalf of the seller up to the reserve price;

9.114 Sign reservation agreements on behalf of the seller;

9.115 Sign the contract of sale on behalf of the seller;

9.116 Sign the memorandum of sale on behalf of the seller;

9.117 Carry out the exchange of contracts;

9.118 Repudiate a contract between the seller and buyer;

9.119 Change the date or time of the auction at our discretion;

9.120 End the auction early or cancel the auction without giving a reason; and

9.121 Withdraw lots from auction at our discretion.

9.2 By bidding on a property, you confirm your agreement to be bound by these terms. Under these terms, you give us authority to:

- 9.2.1 Receive and hold deposits;
- 9.2.2 Receive auction fees (including a Buyer's Fee);
- 9.2.3 Receive Reservation Fees;
- 9.2.4 Accept your bid for the lot;
- 9.2.5 Sign a contract of sale on your behalf when you are the highest bidder;
- 9.2.6 Sign a reservation agreement on your behalf when you are the highest bidder; and
- 9.2.7 Repudiate a contract between you and the seller.

##### 10. RESERVE PRICE

10.1 Unless otherwise stated, all lots are subject to a reserve price.

10.2 **The reserve price is the price which must be reached before a lot will be sold.** It can be changed at any time up to the time of the auction.

10.3 The reserve price is confidential, but it will be at or below the top band of the guide price (if the guide price is a range) or within 10% of the guide price (if the guide price is a single figure).

10.4 The seller can bid up to the reserve price but is not allowed to make a bid equal to or exceeding the reserve price. You accept and acknowledge that bids below the reserve price may be made by or on behalf of the seller.

10.5 The seller can choose to sell below the reserve price prior to auction.

##### 11. GUIDE PRICE

11.1 **The guide price is the marketing price or advertised price for the lot.**

11.2 The guide price is not a guarantee or an indication of minimum value. The guide price is not necessarily the market value of the lot.

11.3 The guide price is not set with the help of a Chartered Surveyor and you must engage your own reports and surveys to satisfy yourself of the value of the property before you bid.

11.4 The guide price can change at any time up to the start of the auction.

11.5 The sale price can exceed the guide price. Sometimes, the sale price is lower than the guide price.

##### 12. CHECKING FOR UPDATES

12.1 Lots of information can be changed up to the time of the auction, including the property details, reserve price, and guide price. You must make sure you check for updates before you bid for a property.

12.2 **If you fail to check for updates, you do so at your own risk.**

12.3 You can check for updates by:

- 12.3.1 Checking the webpage for the lot;
- 12.3.2 Re-downloading the legal pack on the day of the auction;
- 12.3.3 Checking any late announcements and addendum documents (online or in-room); and
- 12.3.4 Listening carefully to the auctioneer introducing the auction and the property.

12.4 When you bid, you are taken to have read any late

# BUYER TERMS OF SDL AUCTIONS LIMITED (SDL) TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

- amendments, addendums, or updates even if you have not done so. You are deemed to have full knowledge of any changes made to the information provided about the lot (including the legal pack).
- 12.5 The auctioneer will make announcements at the start of the auction and it is important that you listen carefully (as well as taking the steps listed in 12.3). After the initial announcements, the auction will proceed without delay and the auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
- 13. TAX**
- 13.1 Stamp Duty Land Tax, Land and Buildings Transaction Tax, VAT, or other charges may apply to some sales. These costs will not be confirmed in the legal pack.
- 13.2 It is your responsibility to make your own enquiries and seek appropriate advice as to the possible tax consequences of the sale before you bid.
- 13.3 If you withdraw from the sale after you have won the lot because of tax consequences, you will lose any deposits or fees paid and the seller may take legal action against you.
- 14. THE LOT**
- 14.1 All the statements contained in particulars of sale or descriptions of the lots in documentation or given by our employees or agents are made without responsibility and you must not rely on them as statements or representations of fact. They do not represent any warranties whatsoever in relation to the lots. You must satisfy yourself as to the accuracy of the particulars before bidding.
- 14.2 The lot is sold subject to any tenancies disclosed in the legal pack or lot description.
- 14.3 The lot is sold subject to any special conditions set out in the property description or associated documentation but otherwise is sold with vacant possession on completion.
- 14.4 All measurements quoted in descriptions of the lot are approximate. You must verify the measurements yourself by visiting the property and/or commissioning a professional report or survey.
- 14.5 All location plans published in the particulars of sale are subject to copyright and are only provided to enable prospective purchasers to locate the property. The plans are not to scale and are not intended to depict the interest to be sold. The boundary lines and numbers on the plans or photographs are provided only to allow purchasers to locate the lot and do not depict the interest to be sold. You must visit the lot and commission the relevant searches and reports.
- 14.6 When you bid on a lot you are deemed to have relied only upon your own knowledge or the advice of your own professionals or advisors, and not on the particulars of sale or description or photographs of the lot.
- 14.7 All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No LIGO183).
- 14.8 The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have not been tested by us or by the seller. Before you bid on a property, you must undertake your own investigations, reports and surveys to clarify the suitability and condition of any such services.
- 14.9 The lot is also sold subject to the following, whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents provided or from the legal pack or would have been obvious had you acted as a prudent buyer:
- 14.9.1 Matters registered or capable of registration as local land charges;
- 14.9.2 Matters registered or capable of registration by any competent authority or under the provisions of any statute;
- 14.9.3 Notices, orders, demands, proposals, and requirements of any competent authority;
- 14.9.4 Charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways, or public health;
- 14.9.5 Rights, easements, quasi-easements, and wayleaves;
- 14.9.6 Outgoings and other liabilities;
- 14.9.7 Any interest which overrides under the Land Registration Act 2002;
- 14.9.8 Matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not you have made them; and
- 14.9.9 Anything the seller does not and could not reasonably know about.
- 14.10 Where anything subject to which the lot is sold would expose the seller to liability you are to comply with it and indemnify the seller against that liability.
- 14.11 The seller must notify you of any notices, orders, demands, proposals, and requirements of any competent authority of which it learns after the contract date, but you must comply with them and keep the seller indemnified.
- 14.12 The lot does not include any tenant's or trade fixtures or fittings. If the special conditions state that chattels are included, you take them as they are at completion and the seller is not liable if they are not fit for use.
- 14.13 You buy with full knowledge of the documents relating to the lot (whether or not you have read them) and the condition of the lot (whether or not you have inspected it and commissioned appropriate reports and surveys). This is why it is important that you take the steps set out in 8.2.
- 14.14 You admit that you are not relying on the information contained in the particulars of sale or on any representations made by or on behalf of the seller, except that you may rely on the seller's solicitor/conveyancer's written replies to written enquiries to the extent stated in those replies.
- 14.15 The seller cannot be required to transfer the lot to anyone other than the buyer.
- 15. SPECIAL CONDITIONS**
- 15.1 The lots are sold subject to any special conditions of sale, which are available for inspection at the office of the seller's solicitor/conveyancer, our office, in the auction room, and on our website.
- 15.2 You must view and take into account the special conditions before bidding.
- 15.3 When you bid, you are taken to have read and accepted the special conditions, even if you have not done so.
- 16. SALE BEFORE OR AFTER AUCTION**
- 16.1 Lots may be sold before the auction.
- 16.2 **If you submit a bid before or after auction and it is accepted, the same fee and deposit rules apply as if the lot had been sold at auction.**
- 16.3 To submit a pre-auction bid, you must submit a formal written offer to us.
- 16.4 You cannot withdraw a pre or post-auction bid once a reservation contract has been signed or contracts of sale have exchanged.
- 16.5 If you submit a pre or post-auction bid, you are taken to have undertaken all measures that a prudent buyer would undertake, including all of the measures listed in Clause 8.2. If you fail to take appropriate measures before bidding, you do so at your own risk. You cannot later withdraw from the sale without incurring financial consequences.
- 16.6 We will relay your pre or post-auction bid to the seller, but we give no guarantees or warranties regarding the timing of relaying the offer.
- 16.7 We are not responsible for any of your costs or losses if a lot you were interested in buying is sold or withdrawn before auction.
- 16.8 If your pre or post-auction bid is accepted you may be asked to pay a 'closed bid' online, with the remainder of the monies owed being paid over the phone or by bank transfer. We will advise you of the method of payment required at our discretion.
- 16.9 If a pre or post-auction bid is accepted by the seller, you become liable to pay our fees and any applicable deposit when a reservation agreement or contract of sale is signed.
- 16.10 If a pre or post-auction bid is accepted by the seller, you must instruct solicitor/conveyancer within 7 days otherwise we (as agent for the seller) can treat the contract as at an end and sign the appropriate documentation (including a contract of sale or memorandum of sale) on your behalf. The seller may pursue you for losses and we may take action against you in respect of unpaid auction fees.
- 16.11 All the other usual terms of sale apply where the lot is sold before or after auction.
- 17. BIDDING**
- 17.1 All bids are made in pounds sterling and are exclusive of any applicable VAT or other taxes.
- 17.2 We may refuse to accept a bid without giving a reason.
- 17.3 You cannot withdraw a bid.
- 17.4 By placing a bid, you become personally liable to fulfil the obligations of the winning bidder as set out in these terms and conditions, even if you bid as agent on behalf of somebody else.
- 17.5 If you bid on behalf of a company, you warrant that the company is properly constituted and has the necessary funds to and is able to purchase the property.
- 17.6 By placing a bid, you warrant that you have the necessary funds (or necessary finance) to pay the purchase price for the property along with the applicable Buyer's Fee and Reservation Fee. If you withdraw from the sale due to lack of funds, you will lose your Reservation Fee, Buyer's Fee, and deposit (if applicable).
- 18. THE WINNING BID**
- 18.1 For in-room auctions, as soon as the auctioneer's gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property.
- 18.2 For online auctions as soon as the auction for that lot comes to an end, the successful bidder is under a binding contract to purchase the relevant property.
- 18.3 As soon as the events mentioned in 18.1 and 18.2 (as appropriate) occur, you are immediately liable for the applicable fees and to pay the deposit (if applicable). You immediately become responsible for insuring the property - the property is at your risk from the moment that you win the bid.
- 18.4 For in-room auctions, as soon as the auctioneer's gavel falls on your bid, you must immediately present to us your name and address and, if appropriate, the name and address of the person or company on whose behalf you were bidding.
- 18.5 If you attend an in-room auction and wish to continue bidding on further lots having won the highest bid on a lot, you must give to us a form of ID to hold as security (e.g. passport or driving licence).
- 18.6 You will not be entitled to take possession of the property or have keys to the property until completion of the sale.
- 19. LEGAL PACK**
- 19.1 You must view the legal pack for a lot and it is strongly recommended that you instruct a qualified professional to review this and raise any necessary enquiries before bidding.
- 19.2 The legal pack can change at any time up until the auction starts so you must check the most recent version of the legal pack and the addendum before bidding on the property. **Failure to check for changes to the legal pack will not be a valid reason for withdrawing from the sale.**
- 19.3 The legal pack is not prepared by SDL and we are not responsible for and give no guarantee or assurance as to the accuracy of its contents. We shall not have any liability to you for any inaccuracies contained in the legal pack. Where we display or provide documents provided or created by third parties, we do so only on the basis that we are not responsible for the accuracy of the information contained in that document.
- 20. YOUR OBLIGATIONS TO US**
- 20.1 You must:
- 20.1.1 Familiarise yourself with these terms in their entirety before bidding;
- 20.1.2 Provide all information we reasonably need to be able to complete a reservation agreement, memorandum of sale, or contract of sale when you are the winning bidder (we may sign on your behalf);
- 20.1.3 Sign the necessary documents including a reservation agreement, memorandum of sale, or contract of sale when you are the winning bidder (we may sign on your behalf);
- 20.1.4 Pay the applicable Reservation Fee (if any) detailed in clauses 5-7;
- 20.1.5 Pay the applicable Buyer's Fee (if any) detailed in clauses 5-7;
- 20.1.6 Pay the applicable deposit (if any) detailed in clauses 5-7;
- 20.1.7 Complete the sale within the timeframes set out in clauses 5-7; and
- 20.1.8 Provide all necessary identification documentation to allow us to comply with our legal obligations.
- 21. OBLIGATIONS UNDER A RESERVATION AGREEMENT**
- 21.1 If you buy a conditional auction lot, you will sign (or we will sign on your behalf) a reservation agreement.
- 21.2 The reservation agreement contains legally binding conditions. **It is recommended that you seek legal advice concerning the terms of the reservation agreement before you bid on a property.** A copy is available at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk).
- 21.3 Under the reservation agreement, you are required to:
- 21.3.1 Use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period;
- 21.3.2 Immediately instruct solicitor/conveyancer to do any work required to enable contracts for the purchase of the property to be exchanged within the exclusivity period;
- 21.3.3 Complete all necessary work and documentation for any finance arrangements needed to pay the full purchase price of the property;
- 21.3.4 Keep the seller and us up to date with the progression of the sale; and
- 21.3.5 Use all reasonable endeavours to complete the purchase of the property within 40 business days of the reservation agreement.
- 21.4 Under the reservation agreement, the seller is required to:



# BUYER TERMS OF SDL AUCTIONS LIMITED (SDL) TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

- 21.4.1 Refrain from agreeing to another reservation or sale of the property;
- 21.4.2 Refrain from allowing third parties to view the property with a view to buying it;
- 21.4.3 Refrain from encumbering the property;
- 21.4.4 Refrain from sending or giving instruction to send a contract of sale to any other person in relation to the property;
- 21.4.5 Use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period; and
- 21.4.6 Supply all documentation and information necessary to enable the completion of the sale within the exclusivity period.
- 22. OBLIGATIONS UNDER A CONTRACT OF SALE**
- 22.1 As soon as your bid is accepted at the close of the auction of an unconditional lot, a contract of sale is entered into.
- 22.2 Under the contract of sale, you must:
- 22.2.1 Provide all necessary information reasonably required to complete the formal contract of sale;
- 22.2.2 Provide all necessary identification and proof of address documentation;
- 22.2.3 Take all necessary measures to complete the sale within 20 business days (or as otherwise stated in the special conditions);
- 22.2.4 Sign a formal written contract if requested to do so;
- 22.2.5 Pay any applicable Buyer's Fee (see clauses 5-7);
- 22.2.6 Pay a deposit (see clauses 5-7); and
- 22.2.7 Complete the sale (and pay the full purchase price) within 20 business days (or as otherwise specified in the special conditions).
- 22.3 If you fail to comply with the conditions set out above, we may (as agent for the seller) treat you as being in repudiatory breach of the contract of sale and so treat that contract as at an end. This means we can re-offer the property for sale. You will not be able to recover your deposit or Buyer's Fee and the seller will have a claim against you for breach of contract.
- 23. DEPOSITS**
- 23.1 If you pay a deposit (see clauses 5-7), we will hold that deposit as stakeholder for the seller (subject to clause 23.6).
- 23.2 The deposit is non-refundable. If you withdraw from the sale, you will not get your deposit back. We will pay the deposit to the seller's solicitor/conveyancer.
- 23.3 If the seller withdraws from the sale, we will return the deposit to you or your solicitor/conveyancer.
- 23.4 When the sale completes, we will pass the deposit to the seller's solicitor/conveyancer and it will be deducted from the purchase price of the property.
- 23.5 We may retain the sale memorandum or contract of sale signed by or on behalf of the seller until the deposit has been received in cleared funds.
- 23.6 If you pay the deposit but do not pay your Buyer's Fee on time, we may deduct the amount of the outstanding fees from the deposit. This means that the amount passed to the seller's solicitor/conveyancer will be the deposit less any fees that have been deducted and you will need to make up this difference when you pay the full purchase price.
- 23.7 Interest earned on the deposit (if any) will be passed to whoever the deposit is passed to.
- 24. PAYMENT**
- 24.1 Fees and deposits must be paid via the online bidding system in the case of online auctions, and via debit card in the case of in-room auctions.
- 24.2 We do not accept cheques.
- 24.3 You cannot use a credit card or cash to pay any part of the deposit.
- 24.4 If you attend an in-room auction, you must pay the appropriate fees and deposits before leaving the auction.
- 24.5 If you fail to pay fees or the deposit before exiting the online bidding system or before leaving the auction venue, we can (as agent for the seller) treat the contract of sale or reservation agreement as repudiated (terminated) and re-offer the lot; if we do this, the seller may take legal action against you. Alternatively, we may sign the appropriate documents (memorandum of sale, contract of sale, or reservation agreement) on your behalf.
- 24.6 We may refer unpaid debts to debt collection agents. We may share your information with agents for this purpose. We may pass on the cost of recovering the debt to you.
- 25. BETWEEN THE END OF THE AUCTION AND COMPLETION**
- 25.1 From the date of the contract of sale the seller does not have a responsibility to insure the lot and you bear all risks of loss or damage unless the lot is sold subject to a tenancy that requires the seller to insure the lot or the special conditions require the seller to insure the lot.
- 25.2 If the seller is required to insure the lot, then the seller:
- 25.2.1 Must show you, on request, all relevant insurance details;
- 25.2.2 Must use reasonable endeavours to maintain the policy;
- 25.2.3 Gives no warranty as to the adequacy of the insurance;
- 25.2.4 Must, at your request, use reasonable endeavours to have your interest noted on the policy if it does not cover a contracting purchaser; and
- 25.2.5 Must hold on trust for you any insurance pay outs made under the policy, and you must, on completion, reimburse the seller for the cost of that insurance policy.
- 25.3 No damage 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.
- 25.4 You have no right to enter into occupation of the lot before completion.
- 26. PROOF OF IDENTITY AND RESIDENCE**
- 26.1 We may ask you for proof of identification and documents evidencing residence in order to comply with our legal obligations.
- 26.2 If we ask you for proof of identification and residence before the auction and you do not provide the necessary documentation, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result.
- 26.3 If you refuse to provide such identification, the sale will not go ahead, and you will lose any deposit, Buyer's Fee, or Reservation Fee that you have paid.
- 26.4 We may share your identification information with third party referencing providers. The third party referencing provider will run a check using your personal data, but it will not affect your credit rating.
- 26.5 Where the deposit or fees are paid from a bank account in someone else's name, we may require that person to provide us with appropriate identification.
- 26.6 Where there is more than one buyer, we require all buyers to provide appropriate identification.
- 26.7 If you are bidding as agent for someone else, we require appropriate identification from both you as agent and the principal.
- 27. CONFLICTS OF INTEREST**
- 27.1 We are legally required to disclose to you any conflict of interest that we may have with the seller, and we are required to disclose to the seller any conflict of interest we may have with you.
- 27.2 If you think you might have a conflict of interest with us (for instance, because you or a family member works for SDL), please let us know as soon as possible so that we can comply with our obligation to notify the seller.
- 27.3 If we know of a potential conflict of interest between us and the seller, we will include it in the information about the property. Sometimes, we do not find out about potential conflicts straight away, so always check the property information again before bidding.
- 28. WITHDRAWING FROM THE SALE**
- 28.1 If you are the winning bidder, you are legally obliged to buy the property.
- 28.2 If you withdraw from the sale before completion, there will be several consequences:
- 28.2.1 You will lose any non-refundable deposit that you have paid;
- 28.2.2 You will lose any non-refundable Buyer's Fee that you have paid;
- 28.2.3 You will lose any non-refundable Reservation Fee that you have paid;
- 28.2.4 You will remain liable for any fees or deposits that are due from you but have not yet been paid (and we may take legal action against you to recover those fees or deposits); and
- 28.2.5 The seller may take legal action against you for breach of contract.
- 28.3 If you fail to complete the sale by the completion date, we can re-offer the property for sale without any obligation owed to you and you will lose your non-refundable fees and deposits.
- 29. CONDITIONS OF SALE**
- 29.1 The following conditions apply to all buyers and sellers at auction (both in-room and online as well as pre- and post-auction bids). By bidding, you (as buyer) agree to be bound by these terms.
- 29.2 **Title.** You accept the title of the seller to the lot at the auction date and you cannot raise a requisition or objection to any of the documents made available before the auction or any other matter as to title until after the contract date.
- 29.3 **Provision of registration documents.** If the lot is registered land the seller must give to you, within 5 business days of the auction, an official copy of the entries on the Land Registry and the title plan unless these documents have already been made available to you prior to sale. If the lot is not registered, the seller must give you, within 5 business days of the auction, an abstract of title starting from the root of title and must give you the original or an examined copy of every relevant document. If the title is in the course of registration, the seller must give you certified copies of the application for registration, evidence that all applicable Stamp Duty Land Tax relating to the application has been paid, and a letter under which the seller agrees to use all reasonable endeavours to answer any requisitions and to send the completed registration documents to you. You have no right to object to or make requisitions on any title information more than 7 business days after that information has been given to you.
- 29.4 **Full title guarantee.** Unless otherwise stated in the special conditions of sale, the seller sells to you with full title guarantee except that:
- (a) The covenant in s3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection – those are to be treated as within your actual knowledge; and
- (b) The covenant set out in s4(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.
- 29.5 **Transfer.** Unless a form of transfer is prescribed in the special conditions, you must supply a draft transfer document to the seller at least 10 business days before the agreed completion date and the engrossment (signed as a deed if necessary) 5 business days before that date or, if later, 2 business days after the draft has been approved by the seller. The seller must approve or revise the draft within 5 business days of receiving it from you.
- 29.6 **Indemnity.** If the seller has any liability (other than to you) in relation to the lot or a tenancy relating to the lot following completion, you must covenant in the transfer document to indemnify the seller against that liability.
- 29.7 **Transfer to other parties.** The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 29.8 **New lease.** Where the special conditions state that the seller is to grant a new lease to you, the conditions are to be read so that the transfer refers to the new lease, the seller to the proposed landlord, and the buyer to the proposed tenant. The form of new lease is that described by the special conditions. The seller must produce, at least 5 business days before the agreed completion date, the counterpart lease which you are to sign and deliver to the seller on completion.
- 29.9 **Completion.** Completion is to take place at the offices of the seller's solicitor/conveyancer unless otherwise agreed. The amount payable on completion is the balance of the sale price adjusted to take account of apportionments plus VAT ( ) and interest less any deposit already paid. Payment must be made in pounds sterling by direct transfer to the seller's solicitor/conveyancer.
- 29.10 **Notice to complete.** Either you or the seller may on or after the agreed completion date give the other notice to complete within 10 business days making time of the essence. The person giving the notice must be ready, willing and able to complete. If you fail to comply with a notice to complete the seller may, without affecting any other remedy it has, terminate the contract, claim the deposit and any interest on it, forfeit the deposit and any interest on it, resell the lot, and claim damages from the buyer. If the seller fails to comply with a notice to complete from you, you may (without affecting your other remedies) terminate the contract and recover the deposit and any interest on it.
- 29.11 **Contract brought to an end.** If the contract of sale is brought to an end, you must return all papers to the seller and appoint the seller as your agent to cancel any registration of the contract and the seller must return the deposit and any interest on it to you unless it is entitled to forfeit the deposit.
- 29.12 **Landlord's licence.** Where a lot is or includes leasehold land and a licence to assign or sublet is required, the contract of sale is conditional on that licence being obtained, by way of formal licence. The agreed completion date is not to be earlier than the date 5 business days after the seller has given notice to you that the licence has been obtained. The seller must use all reasonable endeavours to obtain the licence at its expense and enter into any Authorised Guarantee Agreement properly required. You must promptly provide references and other relevant information and comply with the landlord's lawful requirements.

# BUYER TERMS OF SDL AUCTIONS LIMITED (SDL)

## TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

- If within 3 months of the contract date the seller has not given licence notice to you, the seller or you may by notice to the other terminate the contract at any time before the seller has given licence notice, without prejudice to the claims of either you or the seller for breach of this term.
- 29.13 **Interest.** If the completion date is after the agreed completion date for any reason (other than the seller's default), you must pay interest at 4% above the base rate from time to time of Barclays Bank on the money due at completion for the period starting on the agreed completion date and ending on the actual completion date.
- 29.14 **Apportionment.** The seller is not obliged to apportion any sum at completion unless the seller has received that sum in cleared funds. The seller must promptly pay to you after completion any sum to which you are entitled that the seller subsequently receives in cleared funds. Income and outgoings are to be apportioned at the time of actual completion unless you are liable to pay interest and the seller has given you notice at any time up to completion requiring apportionment on the date from which interest becomes payable by you.
- 29.15 **Calculating apportionments.** Apportionments are to be calculated on the basis that the seller receives income and is liable for outgoings for the whole of the day on which apportionment is due to be made. Annual income and expenditure accrue at an equal daily rate. 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 you or the seller as appropriate within 5 business days of the date when the amount is calculated. If a payment due from you to the seller on or after completion is not paid by the due date, you must pay interest to the seller at 4% above the base rate of Barclays Bank on that payment.
- 29.16 **Arrears.** If the lot is sold subject to tenancies and at completion there are arrears of current rent (payable on the most recent payment date or within 4 months preceding completion) you must pay them, regardless of whether or not details of those arrears are given in the special conditions. Where the special conditions give notice of arrears, you must pay, on completion, an amount equal to all arrears which are set out in the special conditions. If the arrears are not 'new tenancies' under the applicable law, the seller has to assign to you all rights that the seller has to recover those arrears.
- 29.17 **Arrears that you do not pay for.** Where the special conditions state that this section applies, or give no details of any arrears, you must:
- Try to collect the arrears in the ordinary course of management (you need not take legal proceedings or forfeit the tenancy);
  - Pay the arrears to the seller within 5 business days of receipt in cleared funds;
  - On request, at the cost of the seller, assign to the seller the right to demand and sue for old arrears, such assignment to be in such form as the seller reasonably requires;
  - If reasonably required, allow the seller's solicitor/conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to your order;
  - Not without the consent of the seller release any tenant or guarantor from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - If you sell or transfer the lot prior to recovery, obtain from your successor in title a covenant in favour of the seller in similar form to this Clause.
- 29.18 **Management.** Where the lot is sold subject to tenancies, the seller must manage the lot in accordance with its standard management policies pending completion. The seller must consult you on all management issues that would affect you after completion and comply with your reasonable requirements unless to do so would expose the seller to a liability that the seller would not already have. If the seller gives you notice of their intended act and you do not object within 5 business days giving reasons for the objection, the seller may act as the seller intends. You must indemnify the seller against all loss or liability the seller incurs through acting as you require or by reason of delay caused by you.
- 29.19 **Rent deposits.** Where a tenancy is an assured shorthold tenancy, you and the seller must comply with your statutory duties in relation to the protection of the tenants' deposits and demonstrate in writing to the other that you have complied. If the seller is holding or entitled to money by way of rent deposit, the seller must assign this to you or hold the rent deposit on trust for you subject to the terms of the relevant rent deposit deed and comply with your lawful instructions. When the seller assigns its interest in the deposit to you, you covenant with the seller to observe and perform the seller's covenants and conditions in the relevant documentation and indemnify the seller in respect of any breach, give notice of assignment to the tenant, and give such direct covenant to the tenant as may be required by the relevant documentation.
- 29.20 **VAT.** 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 if given a valid VAT invoice.
- 29.21 **Transfer as a going concern.** Where the special conditions so state, the seller and buyer intend, and will take all reasonable steps to procure, that the sale is treated as a transfer of a going concern. If such is specified in the special conditions, the seller confirms that the seller is registered for VAT and has made in relation to the lot a VAT option that remains valid and will not be revoked before completion. The buyer confirms that the buyer is registered for VAT and 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, that article 5(2B) of the VAT (Special Provisions) Order 1995 does not apply to it, and it is not buying the lot as nominee for another person.
- The buyer is to give to the seller as early as possible before the agreed completion date evidence of the buyer's VAT registration, that the buyer has made a VAT option, and that the VAT option has been notified in writing to HMRC, and if it does not produce the relevant evidence at least 5 business days before the agreed completion date, Clause 31.20 applies.
- 29.22 **Capital allowances.** If the special conditions state that there are capital allowances available in respect of the lot, the seller must promptly supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances. The value attributed to those items on which capital allowances can be claimed should be set out in the special conditions. The seller and buyer agree to make an election on completion under the applicable law to give effect to the capital allowance and to submit the value specified in the special conditions to HMRC for the purposes of their respective capital allowance calculations.
- 29.23 **Maintenance agreements.** The seller must take all reasonable measures to transfer to the buyer, at the buyer's cost, the benefit of any maintenance agreements specified in the special conditions. The buyer must assume, and indemnify the seller in respect of, all liability under such agreements from completion date.
- 29.24 **TUPE (Transfer of Undertakings and Protection of Employment Regulations 2006).** If the special conditions state that there are no employees to which TUPE will apply, this is a warranty by the seller to this effect. If the special conditions do not state as such, then the seller must notify the buyer of any employees whose contract of employment will transfer to the buyer no later than 14 days before completion. The buyer confirms that it will comply with its obligations under TUPE and any of the special conditions. The buyer and seller acknowledge that the contracts of employment of the transferring employees will transfer to the buyer. The buyer must keep the seller indemnified against all liability for the transferring employees from completion.
- 29.25 **Service charge.** If a lot is sold subject to tenancies that include a service charge, no apportionment is to be made at completion in respect of that service charge. Within two months of completion, the seller must provide the buyer with a service charge account for the current year including service charges attributable to each tenancy, any amounts due from tenants that have not been paid, any service charge expenditure that is not recoverable, and any amounts received from tenants in advance. If there are excess monies received on account, the seller must account for those monies to the buyer. If the seller's expenditure exceeds monies so far recovered, the buyer must take reasonable measures to recover the shortfall from the tenant and pay that amount to the seller.
- 29.26 **Service charge which cannot be recovered.** If service charge expenditure cannot be recovered from tenants, the seller is responsible for the cost of such expenditure before completion and the buyer is responsible for such costs after completion.
- 29.27 **Service charge reserve fund.** If the seller holds a reserve fund or sinking fund in respect of future service charge expenditure, or a depreciation fund, the seller must pay it, and any interest earned on it, to the buyer on completion. The buyer must covenant with the seller to hold it in accordance with the terms of the applicable leases or transfer documents and indemnify the seller in the event that it fails to comply with the requirements of the leases or transfer documents.
- 29.28 **Rent reviews.** If a lot is sold subject to a tenancy under which a rent review due on or before the completion date has not been agreed, the seller may continue negotiations or proceedings up to the actual completion date but may not agree the level of the revised rent without the buyer's written consent. Following completion, the buyer must complete rent review negotiations or proceedings as soon as practicable but may not agree to a revised rent without the seller's written consent. The seller must promptly give the buyer full details of rent review proceedings and take all reasonable measures to substitute the buyer for the seller in any rent review proceedings.
- 29.29 **Rent reviews: accounting.** When the rent review has been agreed, the buyer must account to the seller for any increased rent recovered from the tenant that relates to the seller's ownership of the property within 5 business days of receiving the rent. If a rent review is agreed before completion but the increased rent recoverable has not been received by completion, the amount recoverable will be treated as arrears.
- 29.30 **Tenancy renewals.** If a tenant under a tenancy has the right to remain in occupation under part 2 of the Landlord and Tenant Act 1954 (as amended), without exposing the seller to liability, the seller must not (without the written consent of the buyer) serve or respond to any notice or begin or continue any proceedings.
- 29.31 **Tenancy renewal notices.** If the seller receives a notice under the applicable law the seller must send a copy to the buyer within 5 business days.
- 29.32 **Tenancy renewals substitution.** Following completion, the buyer must take all reasonable measures to substitute itself as a party to any proceedings, conclude any proceedings or negotiations, and, if increased rent is recovered, account to the seller for the part of the increase that relates to the seller's period of ownership within 5 business days of receipt.
- 29.33 **Warranties.** Warranties are listed in the special conditions. Where a warranty is assignable the seller must assign it to the buyer on completion, give notice to the issuer of the warranty and apply for any necessary consent to assign. Once the necessary consent is given, the seller must assign the warranty within 5 business days.
- 29.34 **Non-assignable warranties.** If the warranty cannot be assigned, the seller must, after completion, hold the warranty on trust for the buyer and comply with all reasonable instructions of the buyer in relation to the warranty.
- 29.35 **Registration with Land Registry.** If sale of a lot triggers first registration or is a registrable disposition, the buyer must, as soon as reasonably possible, take steps to become the registered proprietor of the lot and procure that all applicable rights granted and reserved are noted against the appropriate titles and provide the seller with an official copy of the register.
- 29.36 **Landlord and Tenant Act 1987.** If the 1987 Act applies and the residents have appointed a nominee, the seller will inform the buyer as soon as possible. If the nominee elects to purchase the lot under the Act, the seller will repay any deposit paid by the buyer and the contract of sale shall have effect as if the nominee had entered into it and the agreement with the buyer shall be null and void. The buyer must take all necessary steps to cancel any registrations at the Land Registry entered in respect of the contract of sale. Completion of the sale to the nominee shall take place within 22 business days and the nominee shall immediately pay the auction fees due on the sale.
- 29.37 **Release of seller from covenants.** Regarding the Landlord and Tenant (Covenants) Act 1995, the seller may, up to completion, serve notice on any tenant of the lot in accordance with the law, requesting a complete release of the seller from future liability under lessor covenants. If the seller serves such a notice, it shall use reasonable endeavours to obtain release without needing to apply to Court. If the seller fails to obtain any release from the covenants by completion, the buyer shall covenant with the seller to serve notice on the seller within 5 business days after completion. Until such time that the seller is released from the covenants, the buyer will obtain a covenant from its transferee in favour of the seller in a similar form to this Clause.
- ### 30. OUR LIABILITIES
- 30.1 In marketing and auctioning property, we act only as agent for the seller of that property, we do not act on our own behalf.
- 30.2 We offer no guarantees or representations as to the condition of specifications of any property that we offer for sale.
- 30.3 We offer no guarantee or representation that the seller will complete the sale within the required period.
- 30.4 We shall not be liable to either party if the buyer or seller withdraws from an agreement to sell and thereby causes loss to the other party.
- 30.5 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.
- 30.6 We do not exclude our liability for anything that we cannot legally exclude liability for, including death or personal injury and fraudulent misrepresentation.
- ### 31. JURISDICTION
- 31.1 These terms are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.
- ### 32. RESOLUTION OF COMPLAINTS
- 32.1 Our complaints handling policy can be found at: [www.sdlauctions.co.uk/complaints-handling-procedure/](http://www.sdlauctions.co.uk/complaints-handling-procedure/)
- ### 33. DATA PROTECTION
- 33.1 We will process your personal data in accordance with our data protection policy: [www.sdlauctions.co.uk/privacy-policy/](http://www.sdlauctions.co.uk/privacy-policy/).

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## 2019 AUCTION DATES

### Derby

Wednesday 13th February  
Thursday 11th April  
Friday 24th May  
Thursday 25th July  
Thursday 5th September  
Friday 25th October  
Friday 13th December

01332 242 880

### Birmingham

Thursday 14th February  
Thursday 21st March  
Thursday 23rd May  
Thursday 18th July  
Thursday 12th September  
Thursday 24th October  
Thursday 12th December

0121 233 5046

### Leicester

Tuesday 12th February  
Monday 8th April  
Tuesday 21st May  
Tuesday 23rd July  
Tuesday 3rd September  
Tuesday 22nd October  
Tuesday 10th December

0116 254 9654

### North West

Thursday 21st February  
Wednesday 10th April  
Wednesday 5th June  
Wednesday 7th August  
Thursday 10th October  
Thursday 28th November

0161 774 7333

### Nottingham

Friday 15th February  
Tuesday 9th April  
Thursday 6th June  
Friday 9th August  
Friday 27th September  
Thursday 21st November

0115 958 8702

