# AUCTION HOUSE

AUCTION HOUSE commercial

Thursday 14th November 2019 2.00pm Bolton Wanderers Football Stadium Platinum Suite De Havilland Way Bolton BL6 6SF



# **AUCTION VENUE**



#### HOW TO FIND US

The University of Bolton Stadium is positioned at the heart of the North West motorway network on the M61 at junction 6. We are within easy reach of Manchester (city centre and airport).

The stadium is serviced by a rail station, Horwich Parkway, situated 300m away. There is ample parking for in excess of 2500 vehicles. Auction attendees are to visit the Main Reception at the ground and take the lift to the Platinum Suite.

# Thursday 14th November 2019 – 2.00pm

## **Bolton Wanderers Football Stadium**

Platinum Suite, De Havilland Way,

Bolton BI 6 6SF

Residential: northwest@auctionhouse.co.uk Commercial: nwcommercial@auctionhouse.co.uk

Commercial

**Residential** 0800 050 1234 0161 830 7477



# AUCTIONEERS



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Stephanie Bowman Auction Administrator



Julie Bickerdike Office Manager



Steve Miller Viewer



Lesley Doherty Auction Administrator



Hannah Rayns Auction Administrator



Andrew Kerr Auction Valuer

# Weather forecasters say hard winter ahead...

The first part of our message is addressed to home owners who could or should become sellers. The majority of winter weather forecasts say we are in for a tough one and vacant properties do not winter well in our part of the country. We highlight these concerns as an early warning to those who have empty properties that could suffer through an adverse winter. The good news is that there is still time to sell this calendar year and auction is the only way to do it. We expect that our December auction will be filled with vacant residential and commercial properties, plus numerous tenanted investments. We are already listing early for our December auction and our team will respond quickly to appraisal requests as soon as they are received.

Turning now to the market itself – put simply, it is still very healthy in the North West, despite what newspapers and others might suggest. We sold 59 properties from our last catalogue at a buoyant 78%, our auction room was very well attended and bidding was brisk. Those looking for indoor projects to work on through the winter should find what they are searching for, others looking for their dream home should also study our mix of entries. The commercial market has strengthened this year and we include examples that should again find favour. I would like to think that we offer something that will attract all of our local auction buyers and others from afar too. The market is full of opportunity and our stock really is keenly priced — if you wish to buy then our listings are well worth reviewing.

Please ensure before bidding you have looked at the legal pack, viewed the lot being sold and where appropriate sought legal advice. Also don't forget to bring two forms of ID and have the funds in place before bidding.

Good luck and happy bidding

Jamie Rogers Auction House

#### NEXT AUCTION DATES

# AUCTION INFORMATION



Administration Charge Purchasers will be required to pay an administration charge of 0.9% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT or the fixed figure stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction. Some lots may carry additional charges, please check the catalogue description and legal pack.



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



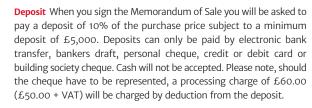
**Bidding** Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification.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



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



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





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



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



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



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



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



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



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

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



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



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



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



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



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



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



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



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



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

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

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# NORTH WEST





#### **RESIDENTIAL OFFICE**

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# **EXCLUSIVE AUCTION PARTNERS**

Our Auction Partners have been carefully selected to ensure the property related services they provide are focussed towards our client's specific needs. Each Partner commands authority within their sector and as a result achieve exclusivity over the trade floor.

If you have an existing or future project that requires further consideration, speak freely to our exclusive Auction Partners for expert advice and support.



# "Come and introduce yourself"

If you would like to develop your business with Auction House North West and believe that your property related services can further enhance our Trade Floor experience on the day of the Auction, please contact the dedicated team on:

**Residential:** Tel: 0800 050 1234 email: northwest@auctionhouse.co.uk **Commercial:** Tel: 0161 830 7477 email: nwcommercial@auctionhouse.co.uk

# ORDER OF SALE

#### Thursday 14th November 2019 2.00pm

Bolton Wanderers Football Stadium, Platinum Suite, De Havilland Way, Bolton BL6 6SF

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	54 Norcliffe Road, Bispham, Blackpool, Lancashire	£55,000+	Residential for Improvement
2	3 Fron Dirion Terrace, Bangor, Gwynedd	£100,000	Residential for Improvement
3	19 Brock Avenue, Fleetwood, Lancashire	£50,000+	Residential for Improvement
4	8 North House, Eastbank Street, Southport, Merseyside	£45,000	Residential
5	68 Woodlands View, Lytham St Annes, Lancashire	£125,000	Residential
5a	132 Branstree Road, Blackpool, Lancashire	£65,000	Residential
6	Land at 208 Drake Street, Rochdale, Lancashire	£3,000 - £5,000	Plots/Building Land
7	545 Tonge Moor Road, Bolton, Greater Manchester	£60,000	Mixed Use
8	Storage Pods at Store First 9, Centurion Park, Davyfield Road, Blackburn, Lancashire	£500+	Commercial
9	24 Vaughan Street, Nelson, Lancashire	£25,000+	Residential for Improvement
10	49 Albion Street, Burnley, Lancashire	£10,000+	Residential for Improvement
11	137 Parliament Street, Burnley, Lancashire	£35,000+	Residential Investment
12	Apartment 11 Delamere House, Frodsham, Cheshire	£85,000+	Residential
13	25 Albert Road, Deepdale, Preston, Lancashire	£50,000	Residential for Improvement
.,		250,000	
14	Ground Floor Flat 1, 2 Manley Road, Whalley Range, Manchester, Greater Manchester	£60,000	Residential for Improvement
15	18 Regent Avenue, Fallowfield, Manchester, Greater Manchester	£50,000+	Residential for Improvement
16	71 Singleton Road, Broughton Park, Salford	£387,500	Residential Investment
17	2 Canal Street, Droylsden, Manchester, Greater Manchester	£60,000	Commercial
17a	Flat 6, 33 Princes Avenue, Princes Park, Liverpool, Merseyside	£26,500+	Residential for Improvement
18	Site of Former 10 Range Road, Whalley Range, Manchester, Lancashire	NIL Reserve	Plots/Building Land
19	90 Cocker Street, Blackpool, Lancashire	£55,000	Residential
19a	38 Nutter Road, Thornton Cleveleys, Lancashire	£105,000	Residential
20	107 Church Street, Blackpool, Lancashire	£75,000	Commercial
21	120 St Helier's Road, Blackpool, Lancashire	£55,000+	Residential Investment
22	117 St Heliers Road, Blackpool, Lancashire	£50,000+	Residential
22a	Homestead, 78 Chain Lane, Staining, Blackpool, Lancashire	£200,000+	Residential
23	337 Montgomery House, Demesne Road, Manchester, Greater Manchester	£6,500+	Residential
 23a	84 Warbreck Hill Road, Blackpool, Lancashire	£215,000	Residential
24	86 Max Road, Liverpool, Merseyside	£45,000+	Residential for Improvement
25	32 Winter Grove, St Helens, Merseyside	£40,000+	Residential for Improvement
26	29 Windle Hall Drive, St Helens, Merseyside	£60,000	Residential
27	12-14 Heysham Road, Morecambe, Lancashire	£20,000 - £40,000	Commercial
28	Globe Buildings, 2-6 Ormskirk Street, St Helens, Merseyside	£150,000 - £175,000	Commercial
20	Land at Glenavon Drive, Rochdale, Lancashire	£125,000 - £150,000	Plots/Building Land
30	Unit 2 Hesketh Street, Great Harwood, Lancashire	£50,000+	Commercial
31	71 Spencer Street, Burnley, Lancashire	£30,000+	Residential Investment
32	35 Parkinson Street, Burnley, Lancashire	£30,000+	Residential Investment
33	27 Bread Street, Burnley, Lancashire	£35,000+	Residential for Improvement
34	10A Deansgate, Morecambe, Lancashire 58 Centenary Mill Court, New Hall Lane, Preston, Lancashire	£25,000+	Residential Investment Residential Investment
35	230B Fleetwood Road, Thornton-Cleveleys, Lancashire	£35,000+	Residential
36		£40,000+	Commercial
37 38	Unit 9, Camberwell Street, Cheetham Hill, Manchester, Greater Manchester 90 Railway Road, Leigh, Greater Manchester	£550,000	Residential Investment
		£147,500	
39	56 Railway Road, Leigh, Lancashire	£200,000	Residential Investment
40	Kiosk A, Queen Street, Henblas Square, Wrexham, Clwyd	£90,000	Commercial
41	Apartment 22, Lidderdale Court, Lidderdale Road, Liverpool, Merseyside	£65,000+	Residential
42	Apartment 18 Lidderdale Court, Lidderdale Road, Liverpool, Merseyside	£65,000+	Residential
43	10, 12 & 12A Lowerhouse Lane, Burnley, Lancashire	£90,000 +	Commercial Investment
44	Flat 3, 149 Victoria Road, Wallasey, Merseyside	£35,000+	Residential for Improvement
45	31 Salisbury Street, Preston, Lancashire	£55,000+	Residential
46	228-232 Euston Grove, Morecambe, Lancashire	£150,000 +	Mixed Use
47	Apartment 117, 15 Hatton Garden, Liverpool, Merseyside	£91,000	Residential
48	Apartment 59, 156 Foregate Street, Chester, Cheshire	£140,000	Residential Investment
49	116 Higher Meadow, Clayton Le Woods, Leyland, Lancashire	£90,000	Residential for Improvement
50	Apartment 163, Centenary Mill Court, New Hall Lane, Preston, Lancashire	£40,000+	Residential
51	11 Meadowcroft, Lytham St Annes, Lancashire	£95,000+	Residential for Improvement
52	21 Sunnybank Avenue, Blackpool, Lancashire	£75,000+	Residential for Improvement
53	Land to the East Side of Khyber Street, Colne, Lancashire	£5,000+	Agricultural/Amenity Land
54	Apartment 26, Hamilton House, 26 Pall Mall, Liverpool, Merseyside	£100,000+	Residential
55	130 Lord Street, Fleetwood, Lancashire	£75,000 +	Mixed Use
56	59 Brocksby Chase, Bolton, Greater Manchester	£90,000	Residential
57	98 Westmorland Avenue, Blackpool, Lancashire	£70,000+	Residential for Improvement



Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating D

#### **Residential for improvement** 54 Norcliffe Road, Bispham, Blackpool, Lancashire FY2 9AW



**Four Bedroom Two Reception End Terraced House with Gardens Requiring Major Renovation** Four bedroom two reception end terraced house with gardens requiring major renovation.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Gwynedd County Council Energy Performance Certificate (EPC): Current Rating G

#### **Residential for improvement** 3 Fron Dirion Terrace, Bangor, Gwynedd LL57 2PY

\*GUIDE PRICE: £100,000 (plus fees)

Grade II Listed Three Storey Semi Detached in Need of Refurbishment Property comprises; two reception rooms, kitchen, bathroom & seven bedrooms.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### auctionhouse.co.uk/northwest

#### Description on Auction mormation page



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating C

#### **Residential for improvement**

19 Brock Avenue, Fleetwood, Lancashire FY7 8ET



\*GUIDE PRICE: £50,000+ (plus fees)

#### Three Bedroom End Terraced Townhouse with Gardens

Three bedroom, end of terrace property has accommodation comprising entrance hall with stairs to the first floor, kitchen/diner with modern base and wall units, good sized lounge, two double bedrooms, one single bedroom plus a family bathroom with a bath with shower over, wash hand basin and WC.

Externally there are good sized low maintenance gardens to both front and rear.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Sefton Council Energy Performance Certificate (EPC): Current Rating E

## Residential

#### 8 North House, Eastbank Street, Southport, Merseyside PR8 1DS



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

#### Two bed flat above a parade of commercial properties

A spacious two bedroom third floor apartment in Southport Town Centre with modern open plan lounge/kitchen with integrated appliances. Two double bedrooms the main with en-suite, main bathroom, Gas central heating, lift and stair access and entry phone system.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential

#### 68 Woodlands View, Lytham St Annes, Lancashire FY8 4EF

**\*GUIDE PRICE:** £125,000 (plus fees)

#### Modern purpose built two bedroom apartment.

The accommodation comprises entrance via stairs or lift to all floors, apartment hall with storage, generous open plan kitchen and living room with a well-appointed kitchen, two good sized bedrooms, en-suite to the master plus a modern fitted bathroom.

#### Additional Fees

Buver's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential

132 Branstree Road, Blackpool,



Lancashire FY4 4TD

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

#### Three bedroom mid terraced townhouse with gardens and solar panels

Three bedroom property. Internally, the home comprises of a lounge, kitchen and a downstairs WC. Upstairs, there are three good sized bedrooms and family bathroom. Externally, to the front there is off-street parking and access to the rear. The rear garden is ready made for relaxing and entertaining. Bidders to make their own enquiries and satisfy themselves with regards to the solar panels and loft conversion

#### Additional Fees

Buyer's Premium: £1620 inc VAT payable on exchange of contracts. Administration Charge: 1.2% inc VAT of the purchase price, subject to a minimum of £1200 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion







Tenure: Freehold Local Authority: Rochdale Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating N/A

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#### **Plots/Building Land**

#### Land at 208 Drake Street, Rochdale, Lancashire OL16 1UP

#### \*GUIDE PRICE: £3,000 - £5,000 (plus fees)

#### Ground Rent for Sale. Freehold site of 0.41 acre - producing Ground rent of £311.98 pa

Freehold site extending to approximately 1,659 sq m (0.41 acres) which is subject to a 999 year lease, dating back from 1878 (approximately 858 years remaining) at an annual fixed rent of  $\pounds$ 311.98 per annum.

We are informed that the leaseholder obtained a planning consent for demolition of the existing building and erection of 17 town houses, however whilst the buildings have been demolished the planning permission has not been implemented.

The site is situated on the northerly side of Drake Street (A640), adjacent to Speedwell Garage, approximately 1/2 mile south of Rochdale Town Centre.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



#### **Mixed Use**

#### 545 Tonge Moor Road, Bolton, Greater Manchester BL2 3BN

\*GUIDE PRICE: £60,000 (plus fees)

#### Part Income Producing Mixed Use Investment

Comprising a two-storey, mid-terrace property providing a vacant retail unit on the ground and occupied apartment on the first floor. The ground floor provides open plan retail accommodation with storage space and a single w.c. to the rear. The unit benefits from manual roller shutters to the front.

We have not inspected the first floor, self-contained apartment, however we believe it provides living room, kitchen, bathroom and one-bedroom. The apartment is currently Let at £105 per week /  $\pounds$ 5,564 per annum.

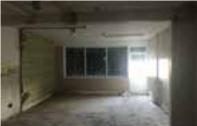
The property is located on the popular Tonge Moor Road (A676) which provides a mixture of local and national retailers including The Co-op food store. Bolton Town Centre lies approximately 0.8 miles from the property.

#### **Additional Fees**

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page







Tenure: See Legal Pack Local Authority: Bolton Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating E, E

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Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

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Tenure: See Legal Pack Local Authority: Blackburn with Darwen Borough Council Energy Performance Certificate (EPC): Current Rating B

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## Commercial

Storage Pods at Store First 9, Centurion Park, Davyfield Road, Blackburn, Lancashire BB1 2QY

\*GUIDE PRICE: £500+ (plus fees)

#### Four storage pods

4 x storage pods numbered SA50/SA51/SA52/SA57

More details to follow.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



**Residential for improvement** 24 Vaughan Street, Nelson, Lancashire BB9 OJS

\*GUIDE PRICE: £25,000+ (plus fees)

**Three Bedroom Garden Fronted Mid Terraced House with Two Reception Rooms** Entrance, lounge, dining room, kitchen, first floor landing, bedroom one, bedroom two, bedroom three, bathroom. Garden fronted and yard to rear.

Tenure: See Legal Pack Local Authority: Pendle Borough Council Energy Performance Certificate (EPC): Current Rating F

#### Additional Fees

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating Exempt

# Residential for improvement

49 Albion Street, Burnley, Lancashire BB11 4QD 10

£10,000+ (plus fees)

#### Two Bedroom Mid Terrace

**\*GUIDE PRICE:** 

Entrance, lounge, kitchen diner, landing, bedroom one, bedroom two, bathroom, yard to rear.

**Additional Fees** 

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential Investments 137 Parliament Street, Burnley, Lancashire BB11 3JZ



£35,000+ (plus fees)

**\*GUIDE PRICE:** 

#### Two Bedroom Mid Terraced House Let on an AST at £384pcm/£4,608pa

Not inspected by Auction House. We are advised two bedroom mid terraced house with kitchen diner, lounge, two bedrooms, bathroom. Currently occupied – please do not disturb the tenants. Please check Legal Pack for Tenancy Agreement.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Cheshire West and Chester Council Energy Performance Certificate (EPC): Current Rating B

#### **Residential** Apartment 11 Delamere House, Frodsham, Cheshire WA6 7QU

\*GUIDE PRICE: £85,000 + (plus fees)

Modern Purpose Built First Floor One Bed Apartment Desirable location. Modern first floor one bed apartment. Residents communal parking & gardens.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts.
 Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts.
 Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Preston City Council Energy Performance Certificate (EPC): Current Rating D

#### **Residential for improvement**

25 Albert Road, Deepdale, Preston, Lancashire PR1 6DH



\*GUIDE PRICE: £50,000 (plus fees)

#### Three bedroom mid terraced house

Entrance, lounge, kitchen diner, first floor landing, bedroom one, bedroom two, bedroom three, bathroom. Yard to rear.

Additional Fees

Buyer's Premium: £2000 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating C

## Residential for improvement

Ground Floor Flat 1, 2 Manley Rd, Whalley Range, Manchester M16 8PN



\*GUIDE PRICE: £60,000 (plus fees)

#### One Bedroom Ground Floor Flat in Need of Refurbishment

Self-contained one bedroom ground floor apartment, set within substantial Victorian building, in the popular Whalley Range area. Internally the property briefly comprises, entrance hallway, open plan lounge/dining kitchen, bedroom and bathroom with 3 pc suite. The apartment is warmed via gas fired central heating and is in need of refurbishment. Externally there are communal grounds.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page







Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating E

#### Residential for improvement

#### 18 Regent Avenue, Fallowfield, Manchester, M14 7JQ

\*GUIDE PRICE: £50,000+ (plus fees)

Double Bay Fronted Two Bedroom End Terrace House with Two Reception Rooms

Front garden, hallway, living room, dining room, kitchen, rear garden, first floor landing, bedroom one, bedroom two, bathroom. The property requires renovation throughout and offers potential for loft conversion and or rear extension subject to necessary permissions.

#### Additional Fees

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Residential tel: 0800 050 1234 (Freephone) Commercial tel: 0161 830 7477 auctionhousenorthwest.co.uk



Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

#### **Residential Investments**

# 71 Singleton Road, Broughton Park, Salford, M7 4LX

#### \*GUIDE PRICE: £387,500 (plus fees)



Substantial 6 Bedroom HMO, Producing £33,240pa with Scope to Extend or Convert Back to Single House

Substantial semi-detached property currently operating as 6 bedroom HMO in the much sought after area of Broughton Park, convenient for Manchester City Centre which is located approximately 1 mile to the South.

The property is arranged over four floors with en-suite facilities to most bedrooms.

The property briefly comprises;

Ground floor: Porch, large entrance hallway leading to, bedroom 1 with en-suite, well equiped modern kitchen, w.c. and lounge benefitting from high ceilings, original fireflace and double doors onto the rear garden. First floor; Landing, large family bathroom with his/her sinks, bedroom 2, bedroom 3 & 4 with en-suite. Second floor; en-suite bedroom 5, en-suite bedroom 6 and eaves storage.

The basement provides self-contained entrance, two rooms plus shower room with w.c. There is scope to further renovate/convert these parts to a 1 bed apartment (subject to planning). Externally there are gardens with driveway parking to the front and gardens to the rear.

The property benefits from double glazing and gas central heating throughout and is to be sold with appliances included.

The property is currently let on a room by room basis as follows:-

Bedroom 1 £475 pcm Bedroom 2 £475 pcm Bedroom 3 £400 pcm Bedroom 4 £495 pcm Bedroom 5 £400 pcm Bedroom 6 £525 pcm Total rental income is therefore £2,770 PCM / £33,240 Per Annum.

The property does have potential to extend with conversion of the basement to provide another 1-2 bedrooms if required. Alternatively the property could be converted back to a substantial large single dwelling.

Tenure: See Legal Pack Local Authority: Salford City Council











#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion







Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating D

#### Commercial

#### 2 Canal Street, Droylsden, Manchester, M43 7UN

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

#### Two storey retail property suitable for redevelopment (STP)

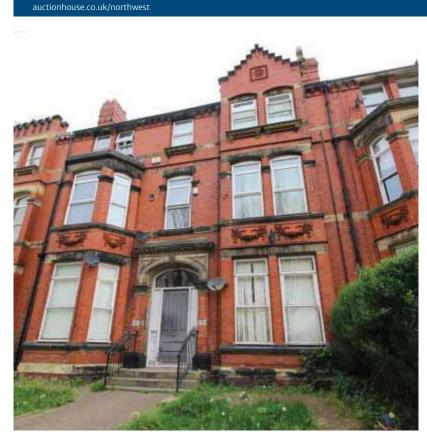
Two storey mid terrace retail property of traditional red brick construction, providing ground floor main sales area with two ancillary rooms, kitchen and w.c. The first floor provides three rooms leading off from the landing.

The property is located on Canal Street, close to the junction of Market Street and Craven Street in the centre of Droylsden's main shopping square. Droylsden metro stop and Manchester Road (A662) are located within close proximity.

#### **Additional Fees**

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: Leasehold Energy Performance Certificate (EPC): Current Rating E

#### Residential for improvement

### Flat 6, 33 Princes Avenue, Princes Park, Liverpool, Merseyside L8 2UP

\*GUIDE PRICE: £26,500+ (plus fees)

One Second Floor Bedroom Flat Conversion Within a Period Building

One second floor bedroom flat conversion within a period building. Further details to follow. Lease Term is 125 Years from 01/01/2008

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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#### Plots/Building Land

Site of Former 10 Range Road, Whalley Range, Manchester, Lancashire M16 8ES



\*GUIDE PRICE: NIL Reserve (plus fees)

Parcel of Land 160sq m / 0.04 acres with Street Frontage. Potential Development STPP.

Parcel of land 160sq m / 0.04 acres with street frontage. Plans show an indicative scheme a purchaser may want to progress to planning stage. No planning permission has been applied for.

Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating N/A

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#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential 90 Cocker Street, Blackpool, Lancashire FY1 2EB

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

#### End Terrace Corner Three Bedroom House in Need of Modernisation

Substantial three bedroom end terrace corner property, briefly comprising ground floor, entrance vestibule, lounge, dining room, kitchen and shower-room, together with first floor three bedrooms, bathroom with 3 pc suite and shower-room.

Externally there are gardens to front and side and drive-way parking accessed from Howard Street. The property is in need of some modernisation, however benefits from upvc double glazing and gas fired central heating. The property is conveniently situated close to Blackpool town centre and Blackpool North train station.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating E

#### Residential

38 Nutter Road, Thornton Cleveleys, Lancashire FY5 1BQ



#### \*GUIDE PRICE: £105,000 (plus fees)

#### Three Bedroom Semi Detached Bungalow with Two Reception Rooms.

Three bedroom true bungalow situated just outside of Cleveleys town centre. Two reception rooms, kitchen with walk-in store cupboard, wet room. Stable style rear door provides access to the garden.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating D

auctionhouse.co.uk/northwest

#### Commercial

#### 107 Church Street, Blackpool, Lancashire FY1 1HU

\*GUIDE PRICE: £75,000 (plus fees)

#### Prominent Retail Unit - Adjacent to Winter Gardens

Mid-terrace two storey retail unit, prominently situated overlooking St Johns Square, adjacent to the Winter Gardens and the new Winter Gardens Conference Centre on Leopold Grove where there are proposals to develop a substantial hotel. Internally the property briefly comprises:

Ground Floor: Open plan sales area – 962 sq ft (89.32 sq m) with ancillary, office, kitchen and w.c. to the rear. First Floor: Additional retail and storage areas 753 sq ft (69.95 sq m)

Second Floor: Three storage room 562 sq ft 52.5 sq m Basement: Storage 240 sq ft 22.3 sq m

The property may suit alternative uses subject to the necessary consents being obtained.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page

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Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating F

#### Residential Investments 120 St Helier's Road, Blackpool, Lancashire FY1 6JD



£55,000+ (plus fees)

**\*GUIDE PRICE:** 

#### A Mid Terrace House Arranged as Three Flats Part Let

A mid terrace house arranged as three flats and comprising; ground floor two bedroom flat and two x one bedroom flats. One of the first floor flats is currently tenanted. Prospective purchasers are advised to check the legal pack to confirm tenancy details.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information pag



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating E

#### Residential 117 St Heliers Road, Blackpool, Lancashire FY1 6JD

22

#### Additional Fees

The property comprises; Entrance hallway, lounge, dining room, dining kitchen and utility room. First floor – Four bedrooms and bathroom. Rear yard and on street residents permit parking.

> Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating E

#### Residential

**\*GUIDE PRICE:** 

£50,000+ (plus fees)

**A Four Bedroom Mid Terrace House** 

Homestead, 78 Chain Lane, Staining, Blackpool, FY3 ODF



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

#### Detached House with Flexible Accommodation and Six Bedrooms Over Ground and First Floors

This five/six bedroom detached home is situated in a fantastic location in the village of Staining. This unique upside down property briefly comprises entrance hallway with storage cupboard and a ground floor bathroom. On this floor there are also four double bedrooms. Three bedrooms have en-suites comprising shower, was hand basin, wc and bespoke tiling. The front aspect has an outlook of a rural scene.

Stairs from the hallway lead up to the first floor where there is a spacious open plan living space with great views and an opening to the kitchen and a further two bedrooms. The one the front has a dressing room and the other to the rear has an ensuite/wc. Externally there is ample off street parking to the front and a private low maintenance garden to the rear.

#### Additional Fees

Buyer's Premium: 1.2% inc VAT of the purchase price payable on exchange of contracts

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating C

## Residential



#### 337 Montgomery House, Demesne Road, Manchester, M16 8PH

**\*GUIDE PRICE:** £6,500+ (plus fees)

#### **One Bedroom Studio Accommodation**

The studio, which comprises of a combined bedroom and living area, was refurbished last year in a contemporary orange and grey colour scheme. The sale price includes everything required to move in or let i.e. double bed, desk and chair, wardrobe, fitted carpets, blind, shelving, notice board and wash basin.

Expected to rent for £80-£85 per week. Both ground rent and service charges are paid up to date.

The building is set within extensive grounds, with mature gardens and on-site parking. Residents of the 250 units benefit from communal bathroom/kitchen facilities, recreation areas, laundry services, gym facilities, bike store, free minibus to city centre and 24-hour on-site management.

With eight university and college campuses within a 2-mile radius, and excellent transport links, Montgomery House is in an ideal location for students. However, it is not exclusively student accommodation and so may also appeal to tenants working in the area.

#### **Additional Fees**

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



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

Residential

Substantial 4 bed detached property in need of refurbishment, occupying a corner plot at the junction of Pierston Avenue.

Internally the property briefly comprises:

Ground floor: porch entrance hallway with understairs cloak's, study/dining room, open plan lounge/diner, kitchen/diner and shower room with w.c. and wash hand basin.

First floor: landing, bedroom 1, master bedroom 2 with fitted wardrobes, bedroom 3, bedroom 4, bathroom with corner bath and wash hand basin, separate w.c., loft with ladder access.

Externally there are gardens to the front and side and a garage to the rear with laundry room plus driveway parking to the front of the garage. The property does require modernisation throughout but benefits from gas fired central heating and UPVc double glazing.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack Energy Performance Certificate (EPC): Current Rating E



Tenure: See Legal Pack Local Authority: Liverpool City Council Energy Performance Certificate (EPC): Current Rating E

#### **Residential for improvement** 86 Max Road, Liverpool, Merseyside L14 4BJ



£45,000+ (plus fees)

**\*GUIDE PRICE:** 

#### Three Bedroom End Terraced House with Two Reception Rooms

End terraced townhouse with lounge, diner, kitchen, bathroom, first floor landing, bedroom one, bedroom two, bedroom three. Gardens and drive.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: St Helens Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating TBC

#### **Residential for improvement** 32 Winter Grove, St Helens, Merseyside WA9 2JS

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

Three Bedroom Mid Terraced House with Drive and Gardens in Need of Modernisation Entrance, lounge, dining kitchen, three bedrooms, bathroom, gas central heating and double glazing where fitted. Driveway, gardens to front and rear.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack Local Authority: St Helens Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating C

#### Residential

29 Windle Hall Drive, St Helens,



Merseyside WA10 6PR

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

#### A Two Bedroom End Terrace House

A two bedroom end terrace house comprising; Hall, lounge through dining room and kitchen. First floor - Two bedrooms and shower room. Gardens to the front side and rear. Potential to extend (subject to obtaining the relevant consents)

#### **Additional Fees**

Administration Charge: £1080 inc VAT payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



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Tenure: See Legal Pack Local Authority: Lancaster City Council Energy Performance Certificate (EPC): Current Rating N/A

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## Commercial

12-14 Heysham Road, Morecambe, Lancashire LA3 1DG



#### \*GUIDE PRICE: £20,000 - £40,000 (plus fees)

#### Double Fronted Former Café with Basement used for Storage

Café, kitchen, two rooms, wc, two store rooms to basement.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: St Helens Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating E

## Commercial

#### Globe Buildings, 2-6 Ormskirk Street, St Helens, WA10 1BH

\*GUIDE PRICE: £150,000 - £175,000 (plus fees)

#### Three Storey Retail Premises with Office/Storage to Upper Floors

Three storey corner commercial/retail unit occupying a prominent position within St Helens town centre. Benefiting from full retail display frontage and briefly comprising ground floor retail area with office/storage and ancillary accommodation to the first, second and basement levels. Internally the property provides the following: Ground Floor – 49.5 sq m (533 sq ft)

First Floor Office Storage and w.c. – 50 sq m (538 sq ft) Second Floor Storage and w.c. – 58.65 sq m (630 sq ft) Basement Storage – 50.1 sq m – (539 sq ft)

The premises are situated in the heart of St Helens town centre at the junction of Ormskirk Street with Bridge Street and Church Street with nearby occupiers including RBS, Natwest, Cafe Nero and various other local and national retailers. Ormskirk Street is a predominantly pedestrianised area with a good level of passing footfall

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



# OUR NEXT AUCTION IS Tuesday 17th December 2019 2.00pm





PROPOSED PROVIDE ALEVANDOR







Tenure: See Legal Pack Local Authority: Oldham Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating N/A

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#### **Plots/Building Land**

#### Land at Glenavon Drive, Rochdale, Lancashire OL12 6DT

#### \*GUIDE PRICE: £125,000 - £150,000 (plus fees)

# Development Site with Permission for 2no. Four Bed Detached Houses with Garages

Development site extending to approximately 3,300 sq m at the head of Glenavon Drive. The site currently benefits from full planning permission from Rochdale Council (Ref: 18/00740/FUL), granted 22 January 2019 for the erection of 2no. detached 4 bedroom houses, with garage. When constructed the plans show the houses providing lounge with balcony, dining kitchen, entrance hall, w.c. and garage, together with 4 bedrooms, 2 en-suite and walk-in wardrobe to the master bedroom, plus family bathroom and utility room. There may be the possibility of increasing the density or redesigning the scheme to house 4 no. semi-detached houses, subject to a new application being submitted. The plot is situated in a popular residential area of predominently detached and semi-detached houses, close to Healey Dell Nature Reserve, approximately two miles north of Rochdale Town Centre.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Hyndburn Borough Council Energy Performance Certificate (EPC): Current Rating N/A

#### Commercial Unit 2 Hesketh Street, Great Harwood, Lancashire BB5 5QQ



\*GUIDE PRICE: £50,000+ (plus fees)

#### Detached Single Storey Property Used as a Gym for circa 20 Years. Now Vacant

A single-storey brick built property with a pitched, slate-covered roof with, internally, an open plan floor area with ladies and gents toilets and stores. Double glazing throughout with a suspended ceiling with integral lighting and a linoleum covered floor. Roller shutter entrance.

Externally there are grassed areas to the front, side and rear elevations which could, potentially, be used for external areas or parking.

#### Additional Fees

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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#### \*Description on Auction Information page



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Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential Investments 71 Spencer Street, Burnley, Lancashire BB10 1BU



£30,000+ (plus fees)

**\*GUIDE PRICE:** 

#### Two Bedroom Mid Terraced House Let at £90pw/£4,680pa

Not inspected by Auction House and no AST has been seen at time of cataloguing, please check legal pack before bidding. Advised two bedroom mid terraced house let at £90pw.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating D

#### **Residential Investments** 35 Parkinson Street, Burnley,

Lancashire BB11 3LS

\*GUIDE PRICE: £30,000+ (plus fees)

#### Two Bedroom Mid Terraced House Let at £90pw/£4,680pa

Not inspected by Auction House and no AST has been seen at time of cataloguing, please check legal pack before bidding. Advised two bedroom mid terraced house let at £90pw.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating E

## **Residential for improvement**

27 Bread Street, Burnley, Lancashire BB12 OPX



£35,000+ (plus fees)

**\*GUIDE PRICE:** 

#### Two Bedroom Mid Terraced House with Two Reception Rooms

Mid terraced house with lounge, dining room, open plan to kitchen, bedroom one, bedroom two, shower room, yard to rear.

Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack Local Authority: Lancaster City Council Energy Performance Certificate (EPC): Current Rating D

#### **Residential Investments** 10A Deansgate, Morecambe, Lancashire LA4 5HD



£25,000+ (plus fees)

**\*GUIDE PRICE:** 

#### One Bedroom First Floor Flat Let at £345pcm/£4,140pa

Rear entrance, hallway, lounge/kitchen/diner, double bedroom and bathroom. Not inspected by Auction House and at time of cataloguing AST had not been seen; prospective purchasers are advised to check the legal pack before bidding.

#### Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Preston City Council Energy Performance Certificate (EPC): Current Rating B

#### **Residential Investments** 58 Centenary Mill Court, New Hall Lane, Preston, Lancashire PR1 5JQ



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

#### A Tenanted Two Bedroom Apartment Currently Let on an AST at £550pcm/£6,600pa

Not inspected by Auction House but advised by the vendor the property comprises a two bedroom apartment currently let on an AST at £550pcm/£6,600pa. Prospective purchasers are advised to check the legal pack to confirm tenancy details as Auction House have not had sight of the tenancy agreement at the time of cataloguing.

#### Additional Fees

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: Leasehold Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating E

#### Residential

230B Fleetwood Road, Thornton-



Cleveleys, Lancashire FY5 1NL

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

#### **Three Bedroom First Floor Maisonette**

Accessed from the rear with space for off road parking. Hallway, living room, kitchen, bedroom one, wet room to first floor and two further bedrooms to second floor.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge 1.0% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion

#### Commercial

# Unit 9, Camberwell Street, Cheetham Hill, Manchester, M8 8HG

#### \*GUIDE PRICE: £500,000 (plus fees)



#### Two Storey Trade Counter Warehouse 7,126 sq.ft (662.02 sq.m)

A two-storey, mid-terrace trade counter / warehouse unit located in the popular area of Cheetham Hill, Manchester.

The unit is constructed of brick & block-work with over-clad profile metal sheeting and a steel trust frame roof, which has recently been re-roofed.

The accommodation provides approximately 7,126 sq ft (662.02 sq m) of mainly open-plan accommodation across the ground and first floor and benefiting from; two glazed shop front entrances fitted with electric security roller shutters; fluorescent lighting; industrial heating and a ground floor w.c. A front and rear staircase provides access to the first floor with mezzanine area providing an office area, kitchen and w.c.

Externally, there is secure shared parking for several cars and ample space for deliveries, loading and unloading.

The unit is located at the junction of Derby Street, in the Cheetham Hill area of Manchester, with Manchester City Centre only approximately 0.5 miles away. Cheetham Hill Road and Bury New Road (A56) are located close by with both providing easy access to the outer ring road (M60). The property is to be sold with vacant possession.

Tenure: See Legal Pack Local Authority: Manchester City Council Energy Performance Certificate (EPC): Current Rating TBC Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.











Tenure: See Legal Pack Local Authority: Wigan Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating E, E, D, G

#### **Residential Investments**

#### 90 Railway Road, Leigh, Greater Manchester WN7 4AN

\*GUIDE PRICE: £147,500 (plus fees)

#### Block of Four Self-Contained One Bedroom Flats - Part Tenanted

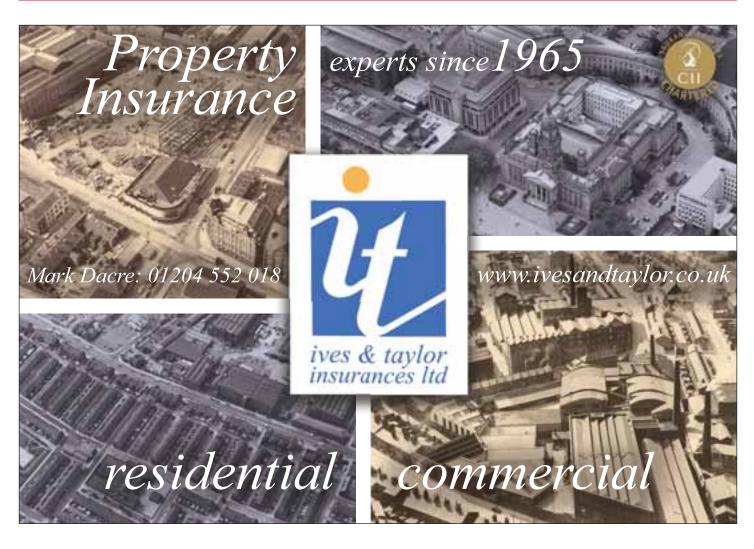
Mid-terrace two/three storey property, briefly comprising four selfcontained one bed flats. Apartments 1 & 2 are currently let at a rental of £400 pcm and £350 pcm with flats 3 & 4 currently vacant. When fully let the property should produce an income of £1,470 pcm (£17,640 pa).

The flats are conveniently situated on the fringes of Leigh town centre.

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures



#### **Residential Investments**

# 56 Railway Road, Leigh, Lancashire WN7 4AR

#### \*GUIDE PRICE: £200,000 (plus fees)





Three storey mid-terrace property which has recently been converted to provide five self contained one bedroom flats. The flats are currently all tenanted by way of AST's as follows:

- Flat 1 £350 pcm
- Flat 2 £300 pcm
- Flat 3 £300 pcm
- Flat 4 £350 pcm Flat 5 £375 pcm
- (copies of leases available in legal pack)

The total rental income is therefore £1,675 pcm (£20,100 pa). The property has recently been refurbished to include new fitted kitchens, floor coverings, decoration, bathrooms and is fitted with gas fired central heating. A purchase at the guide price equates to a yield of 10%. The property is situated fronting Railway Road in close proximity to Leigh Town Centre and all amenities.

Tenure: See Legal Pack Local Authority: Wigan Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating C,C,D,C & D

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion











#### Commercial

# Kiosk A, Queen Street, Henblas Square, Wrexham, Clwyd LL13 8AE

#### \*GUIDE PRICE: £90,000 (plus fees)







#### Town Centre Ground Floor Retail Unit

Ground floor retail unit extending to a net internal floor area of 524 sq ft (48.6 sq m) fronting onto Queen Street and situated within the Henblas Square Shopping Centre in the centre of Wrexham. The unit benefits from prominent glazed frontage, largely open plan sales area and w.c. facilities. Nearby occupiers include; New Look; Caffe Nero; Vodafone; Barclays; Card Factory; Betfred and Boots Opticians.

Sports Direct have recently completed the purchase of the entire corner unit at Lampit Street, Queens Street and Henblas Square. Major refurbishment works are underway and the new Sports Direct/USC store is expected to open in Spring 2020. North Wales Science Ltd has purchased the other large unit at Henblas Square with more major works planned to create a new science discovery centre in the Town Centre.

The unit will be sold with vacant possession, however we are informed that the previous tenants rent was  $\pounds$ 14,000 per annum. Henblas Shopping Centre was constructed in 1999 in the heart of the pedestrianised town centre with prominent frontage to Henblas Street, Chester Street and Queen Street. Information relating to the service charge, insurance and maintenance can found within the legal pack.







#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Tenure: See Legal Pack Local Authority: Wrexham County Borough Council Energy Performance Certificate (EPC): Current Rating D

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Any property used as security, including your home, may be repossessed if you do not keep up repayments on your mortgage or any other debt secured on it.

\*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the duration of the loan. 12 months as standard. No exit fee applies. Standard construction only. \*\*On loans up to £500,000 for residential properties only.



Tenure: See Legal Pack Local Authority: Liverpool City Council Energy Performance Certificate (EPC): Current Rating C

## Residential

#### Apartment 22, Lidderdale Court, Lidderdale Road, Liverpool, L15 3JG



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

#### Two Bedroom Modern Purpose Built Second Floor (Top) Apartment

Two bedroom top floor apartment with open plan lounge diner kitchen, bathroom and en-suite to master bedroom. Residents communal parking and garden areas.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts.



Tenure: See Legal Pack Local Authority: Liverpool City Council Energy Performance Certificate (EPC): Current Rating To follow

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

#### \*Description on Auction Information page

## Residential

Apt. 18 Lidderdale Court, Lidderdale Road, Liverpool, L15 3JG



## £65,000+ (plus fees)

**\*GUIDE PRICE:** 

#### **Two Bedroom Modern Purpose Built First Floor Apartment**

Two bed top floor apartment with open plan lounge diner kitchen, bathroom and en-suite to master bedroom. Residents communal parking and garden areas.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack Local Authority: Burnley Borough Council Energy Performance Certificate (EPC): Current Rating D, E & E

#### **Commercial Investments**

10, 12 & 12A Lowerhouse Lane, Burnley, Lancashire BB12 6HU



£90,000 + (plus fees)

**\*GUIDE PRICE:** 

#### Fully Let Mixed Use Investment Property. Two Ground Floor Lock Up Shops with Flat above. Let at £15,300 pa

Uninspected by Auction House. No 10 let at £490 pcm until July 2021. No 12 let at £390 pcm until November 2022. Flat 12a let on 6 month AST at £395 pcm commencing April 2019.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion

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Tenure: See Legal Pack Local Authority: Wirral Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating D

#### Residential for improvement Flat 3, 149 Victoria Road, Wallasey, Merseyside CH45 9LB



£35,000+ (plus fees)

**\*GUIDE PRICE:** 

#### Two Bedroom Flat in Need of Refurbishment in Desirable Location

Communal entrance, lounge, kitchen, two bedrooms, bathroom. Bedroom One may have been split to create Bedroom Two.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Residential 31 Salisbury Street, Preston, Lancashire PR1 5YL

\*GUIDE PRICE: £55,000+ (plus fees)

#### Improved Two Bedroom Mid Terraced House

Entrance, lounge, dining kitchen, first floor landing, bedroom one, bedroom two, bathroom, yard to rear. Gas central heating and double glazing where fitted.

Tenure: See Legal Pack Local Authority: Preston City Council Energy Performance Certificate (EPC): Current Rating C

#### Additional Fees

Buyer's Premium: £2000 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

#### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Lancaster City Council Energy Performance Certificate (EPC): Current Rating D, D, D, D, E & E

#### **Mixed Use**

**\*GUIDE PRICE:** 

228-232 Euston Grove, Morecambe, Lancashire LA4 5LJ



£150,000 + (plus fees)

# Large Prominent Mixed Use Corner Building arranged as Ground Floor Commercial with 6 x One Bedroom Flats over First, Second & Third Floors

Un-inspected by Auction House and at the time of cataloguing we have not had sight of the tenancy agreements, check legal pack before bidding. Large ground floor commercial premises let at £650 pcm/£7,800 pa. The 6 x one bedroom flats are let at £390 pcm each providing a gross rental income of £28,080 and combined with the shop income the gross rent fully let would be £35,880 pa

#### Additional Fees

Buyer's Premium: £2040 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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## Residential



# Apartment 117, 15 Hatton Garden, Liverpool, Merseyside L3 2HA

## \*GUIDE PRICE: £91,000 (plus fees)



# Duplex apartment conversion with two bedrooms, bathroom and ensuite

Hatton Garden is the prestigious conversion of the former Parcel Force building and is to be found between Dale Street and Tithebam Street in Liverpool City Centre, enjoying convenient proximity to the City's varied amenities and the major road networks beyond.

Entrance Hall family bathroom, living/dining area and open plan kitchen. Stairs to the first floor level with two double bedrooms with en-suite shower room. The property also benefits from a secure allocated car parking space.

COMMUNAL AREA

LIVING/DINING ROOM; 3.33M (10FT 11IN) X 6.6M (21FT 8IN)

DINING AREA; 2.34M (7FT 9IN) X 2.74M (9FT 0IN) KITCHEN;

3.33M (10FT 11IN) NARROWING TO 7'8 X 2.77M (9FT 11N) NARROWING TO 6'1

BATHROOM; 2.72M (8FT 11IN) X 1.65M (5FT 5IN)

BEDROOM 1; 2.72M (8FT 11IN) X 3M (9FT 10IN)

BEDROOM 2; 2.69M (8FT 10IN) X 4.47M (14FT 8IN)

Tenure: See Legal Pack Local Authority: Liverpool City Council Energy Performance Certificate (EPC): Current Rating D



**Buyer's Premium:** £1140 inc VAT payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Cheshire West and Chester Council Energy Performance Certificate (EPC): Current Rating B

# **Residential Investments** Apartment 59, 156 Foregate Street, Chester, Cheshire CH1 1HJ

**\*GUIDE PRICE:** 

£140,000 (plus fees)



## Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page







Tenure: See Legal Pack Local Authority: Chorley Borough Council Energy Performance Certificate (EPC): Current Rating C

## **Residential for** improvement

## 116 Higher Meadow, Clayton Le Woods, Leyland, PR25 5RU

**\*GUIDE PRICE:** £90,000 (plus fees)

Extended semi detached bungalow with two bedrooms and two reception rooms, garage and gardens.

Entrance vestibule, hallway, kitchen, lounge, dining room, bathroom, bedroom one, bedroom two. Front and rear gardens with car port and garage. Driveway parking for multiple vehicles.

Additional Fees

Buyer's Premium: £1920 inc VAT payable on exchange of contracts. Administration Charge: £1200 inc VAT payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



Residential tel: 0800 050 1234 (Freephone) Commercial tel: 0161 830 7477 auctionhousenorthwest.co.uk





Tenure: See Legal Pack Local Authority: Preston City Council Energy Performance Certificate (EPC): Current Rating C

## Residential

Apartment 163, Centenary Mill Court, New Hall Lane, Preston, PR1 5JH



\*GUIDE PRICE: £40,000+ (plus fees)

# Two Bedroom Apartment within a Converted Landmark Mill Building near the centre of Preston City

The accommodation comprises; lounge/kitchen, fitted bathroom, two bedrooms with one bedroom having an en-suite. Externally, there is allocated parking.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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\*Description on Auction Information page





# OUR NEXT AUCTION IS Tuesday 17th December 2019 2.00pm







Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating C

# Residential for improvement



## 11 Meadowcroft, Lytham St Annes, Lancashire FY8 3BF

\*GUIDE PRICE: £95,000+ (plus fees)

# Modern Three Bedroom Town House Benefiting from Recent Renovation

Entrance porch, hallway and cloaks cupboard, dining kitchen, lounge with display units, first floor landing, bedroom one, bedroom two, bedroom three, bathroom. Gas central heating and double glazing, rear garden, residents parking. The property has been majority modernised with a few minor elements to finish.

#### **Additional Fees**

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information page



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Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating F

## **Residential for improvement** 21 Sunnybank Avenue, Blackpool,



£75,000+ (plus fees)

**\*GUIDE PRICE:** 

Lancashire FY2 9EQ

### A Two Bedroom Semi-Detached Bungalow in Need of Modernisation

The property comprises; Hall, lounge, kitchen, utility room, two bedrooms, bathroom and conservatory. Gardens to the front and rear.

#### Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of  $\pounds$ 1080 inc VAT, payable on exchange of contracts.



Tenure: See Legal Pack Local Authority: Pendle Borough Council Energy Performance Certificate (EPC): Current Rating N/A

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

### \*Description on Auction Information page

## Amenity Land Land to the East Side of Khyber Street, Colne, Lancashire BB8 8EQ

**\*GUIDE PRICE:** £5,000+ (plus fees)

### A Freehold Parcel of Grassed Amenity Land

A freehold parcel of grassed amenity land located residential area and offered with vacant possession.

Location - the land is located off Khyber Street/Shed Street in an established residential area at the junction with Hawley Street. Colne Town Centre is a short walk and M65 Motorway is less than 5 minutes drive.

#### Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Liverpool City Council Energy Performance Certificate (EPC): Current Rating C

## Residential

Apartment 26, Hamilton House, 26



Pall Mall, Liverpool, L3 6AE

**\*GUIDE PRICE:** £100,000+ (plus fees)

#### Two Bedroom Modern Purpose Built Ground Floor Apartment

Two bedroom ground floor apartment, open plan kitchen lounge diner, bathroom, balcony, very desirable development and in a great location within the city.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge 1.0% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. **Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion

\*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Fylde Borough Council Energy Performance Certificate (EPC): Current Rating D

## Mixed Use 130 Lord Street, Fleetwood, Lancashire FY7 6LH



£75,000 + (plus fees)

**\*GUIDE PRICE:** 

**Mixed Use Property arranged as Ground Floor Commercial with First Floor One Bedroom Flat.** Ground floor lock up shop with one bed flat over rear ground and first floor. The flat comprises lounge, bedroom, kitchen, bathroom. Not inspected at time of cataloguing.

#### Additional Fees

Administration Charge: £900 inc VAT payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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### \*Description on Auction Information page



Tenure: See Legal Pack Local Authority: Bolton Metropolitan Borough Council Energy Performance Certificate (EPC): Current Rating C

# Residential

59 Brocksby Chase, Bolton, Greater Manchester BL1 2JH



## \*GUIDE PRICE: £90,000 (plus fees)

Two bedroom modern detached bungalow

Hallway, lounge, kitchen diner, bedroom one, bedroom two, bathroom. GCH and DG. Gardens and drive.

#### Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts. Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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\*GUIDE PRICE: £70,000+ (plus fees)

## Four Bedroom Mid Terrace House with Two Reception Rooms

Mid terrace house comprising; lounge, dining room, downstairs WC, kitchen, four bedrooms, bathroom. Front garden and rear yard.

Tenure: See Legal Pack Local Authority: Blackpool Borough Council Energy Performance Certificate (EPC): Current Rating D

#### **Additional Fees**

Administration Charge: 0.9% inc VAT of the purchase price, subject to a minimum of £1080 inc VAT, payable on exchange of contracts. Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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\*Description on Auction Information page

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- There are fixed dates for exchange and completion providing certainty to both seller and buyer.

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- You can place a bid from your desk, your own home or even on holiday at any time prior to the end of the auction.
- If you are buying in a conditional auction there is time before exchange of contracts to apply for a mortgage or other finance.
- The transaction is transparent for both buyers and sellers.
- There is no gazumping or re-negotiation.



# MEMORANDUM OF SALE



Lot: Da	ate:	Address:					
Name and address of V	Name an	Name and address of Purchaser					
Price Excluding VAT	Deposit Paid	Buyers	Premium	Administration Fee 0.9% incl. VAT subject to minimum £1080.00 incl. VAT			
It is agreed that the Vendor *conditions of sale subject							
Signed: Authorised Agent	for Vendor						
As Agents for the Vendo		eipt of the deposit	in the form				
of:							
Signed:			Dated:				
The Purchaser							
Name and address of V	endors Solicitor	Name an	d address of Pure	chasers Solicitor			
Contact:		Contac	t:				

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

In addition to the deposit to be paid to Auction House North West on exchange of contracts, the successful buyer will be required to pay the Auctioneers an Administration Fee and Buyers Premium. These fees will be charged as above. Deposit is 10% of the purchase price subject to a minimum of £5,000.00.

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form

AUCTION AUCTION HOUSE HOUSE COMMERCIA NORTH WEST

Telephone

Proxy

## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):		
Name of Compan	/ (if applicable):	
Home or Company (address):	Postco	de:
Tel:	Mobile:	
Email:		

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

## **PROPERTY AND BID DETAILS**

Lot No.:			Proper	ty Address:							
My maximum l	bid (pro	xy bids on	y) will b	e: £							
(amount in wo	rds):										
DEPOSIT (ti	ck as a	applicab	le)								
	I attach a cheque for 10% of my proxy bid or £5,000, whichever is the greater, plus 0.9% inc VAT/£1080.00 inc VAT minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.										
OR I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.9% inc VAT/ £1080.00 inc VAT minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.											
My cheque of	£					payabl	le to Al	JCTION HO	USE NORTH W	/EST LTD (amount if applicable)	
I hereby author	rise Auct	ion House	to under	rtake Proof of Id	dentification o	hecks u	sing the	informatio	on provided.		
Date of Birth				Period living	at current ad	dress			NI Number		
Passport Numb	oer 🗌										
Driving Licence	e Numbe	r									
Previous addre 6 months	ss if less	than									
SOLICITORS	5										
My solicitors a	re:										
Of (address):											
									Postcode:		
Tel:					Pers	on Actin	ıg:				
	er of the	property i	referred	-				-	-	that I will be the legally ime specified in the	
Signed:									Date:		

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

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

- 1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT plus the administration charge of 0.9% inc VAT/£1080.00 inc VAT minimum and any additional buyers premium payable as per any description in the catalogue or legal pack. We will require proof of identity in the form of a driving licence or passport and a utility bill.
- 2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- 3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price plus the administration charge of 0.9% inc VAT/£1080.00 inc VAT minimum and any additional buyers premium payable as per any description in the catalogue or legal pack or in accordance with the General or Special Conditions of Sale relating to the lot.
- 4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
- 5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- 6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
- 7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
- 8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- 9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.9% inc VAT/£1080.00 inc VAT minimum and any additional buyers premium payable as per any description in the catalogue or legal pack should be added to the deposit cheque or a separate cheque should be made payable to Auction House North West Ltd.
- 10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- 11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
- 12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- 13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room halfan-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
- 14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- 15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

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

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

### INTRODUCTION

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

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

### AUCTION CONDUCT CONDITIONS

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

#### SALE CONDITIONS

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

IMPORTANT NOTICE

IMPORTANT NOTICE A prudent buyer will, before bidding for a lot at an auction: • take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant; • read the conditions; • inspect the lot; • carry out usual searches and make usual enquiries; • check the content of all available leases and other documents relating to the lot:

check the content of all available leases and other documents relating to the lot;
check that what is said about the lot in the catalogue is accurate;
have finance available for the deposit and purchase price;
check whether VAT registration and election is advisable;
The conditions assume that the buyer has acted like a prudent buyer.
If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense

- Wherever it makes sense:
  singular words can be read as plurals, and plurals as singular words;
  a "person" includes a corporate body;
  words of one gender include the other genders;
  references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
  where the following words are printed in bold type they have the specified meanings.
  Actual completion date
  The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

An amendment or addition to the conditions or to the particulars or to be be the second secon

to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the

Agreed completion date Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

but if that back is a day. Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the interprotection of the second sec

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

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

Auction The auction advertised in the catalogue.

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

The auctioneers at the auction.

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

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

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

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

Condition One of the auction conduct conditions or sales conditions.

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

### Contract date

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

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred

Insequence and the query plan, and other documents listed or referred to in the special conditions relating to the lot. Financial charge A charge to secure a loan or other financial indebtness (not including a rentcharge).

itions That part of the sale conditions so headed, including any extra

### eneral conditions

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

information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct. If the special conditions do not contain a description of the

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

or a legal contract. The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions. If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

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

make the successful bid for a lot. You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable). You must before leaving the auction: (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us); (b) sign the completed sale memorandum; and (c) pay the deposit. If you do not we may either: (a) as agent for the seller treat that failure as your

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

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

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

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

If the buyer does not comply with its obligations under the

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

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

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

Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit

Words in **bold type** have special meanings, which are defined

The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions,

or if not so described the lot is that referred to in the sale

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

The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.

The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any

(c) notices, orders, demands, proposals and requirements of

(d) holdes, orders, definition, proposals and requirements of any competent authority;
 (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 (e) rights, easements, quasi-easements, and wayleaves;
 (f) outgoings and other liabilities;
 (c) activity preserve which every description to be meaning of the

(r) ourgoings and outer indibilities;
 (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and

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

know about. Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability. The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.

The lot does not include any tenant's or trade fixtures or Where chattels are included in the **lot** the **buyer** takes them

as they are at completion and the seller is not liable if they

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

The **buyer** buys with full knowledge of:

EXTRA AUCTION CONDUCT CONDITIONS

(b) sign the sale memorandum on your behalf The deposit:

A4.2

A4.3

A4.4

A5.1

A5.2 A5.3

A5.4

A5.5

A5 6

A5.7

A5.8

G1

G1.1

G1.2

G1.3

G1.4

G1.5 G1 6

G1.7

G1.8

G1.9

and

document.

contract; or

funds

deposit

in the Glossary THE LOT

memorandum.

statute;

are not fit for use.

GENERAL CONDITIONS OF SALE

THE CONTRACT

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

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

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

Practitioner

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

Price The price that the buyer agrees to pay for the lot. Ready to complete Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete. Sale conditions The general conditions as varied by any special conditions or addendum.

ale memorandum

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

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

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

Fenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them. Tenancy schedule The tenancy schedule (if any) forming part of the special conditions.

Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign"). The Transfer of Undertakings (Protection of Employment)

Regulations 2006. VAT

Value Added Tax or other tax of a similar nature.

## VAT option An option to tax.

We (and us and our) The auctioneers.

You (and your) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer. A6 A6.1

### AUCTION CONDUCT CONDITIONS

#### A1 INTRODUCTION

- Words in bold type have special meanings, which are defined A1.1
- Words in bold type have special meanings, which are defined in the Glossary. The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree. A1.2 A2

### OUR ROLE

- OUR ROLE As agents for each seller we have authority to: (a) prepare the catalogue from information supplied by or on behalf of each seller; (b) offer each lot for sale; (c) sell each lot; (d) receive and hold deposits; (e) sign each sale memorandum; and (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions. Our decision on the conduct of the auction is final. We may cancel the auction, or alter the order in which lots A2 1
- A2.2 A2.3
- We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction. 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. A2./
- for any loss.

## BIDDING AND RESERVE PRICES

- All bids are to be made in pounds sterling exclusive of any applicable VAT. We may refuse to accept a bid. We do not have to explain A3.1 A3.2
- why A3.3
- (wh), if there is a dispute over bidding we are entitled to resolve it, and our decision is final. Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If A3.4
- (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller A3.5 seller.
- seller. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always as the seller may fix the final reserve price just before bidding commences A3.6

#### THE PARTICULARS AND OTHER INFORMATION

We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on A4.1

# **COMMON AUCTION CONDITIONS (EDITION 3)**

## REPRODUCED WITH THE CONSENT OF THE RICS

- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it. The buyer is not to rely on the information contained in the
- In couver is not to rely on the information contained in the particulars but may rely on the seller's conveyance's written replies to preliminary enquiries to the extent stated in those replies. G1.10

DEPOSIT

- G2 1
- (a) any minimum deposit is the greater of:
   (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum) and the state of the st minimum); and
- (b) 10% of the price (exclusive of any VAT on the price). G2 2 The deposit
  - (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
    - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- Where the **auctioneers** hold the deposit as stakeholder they G2.3 are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2 /
- G2.5

- to the person entitled to it under the sale conditions. If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract. Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise. **BETWEEN CONTRACT AND COMPLETION** Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and: (a) produce to the humar on request all relevant insurance
- (a) produce to the **buyer** on request all relevant insurance details;
- (a) polace is the bary in the reprint details;
  (b) pay the premiums when due;
  (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;

after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion. No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.

- G3.2
- Section 47 of the Law of Property Act 1925 does not apply. Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion. G3.3 G3.4

### TITLE AND IDENTITY

- Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date. G/..1
- If any of the documents is not made available before the G/ 2
  - (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.

  - auction.
    (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
    (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document. document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
     (i) the application for registration of title made to the
  - (i) the application for registration of title made to the land registry;
    (ii) the documents accompanying that application;
    (iii) evidence that all applicable stamp duty land tax relating to that applicable stamp duty land tax relating to that applicable stamp duty land tax applicable stamp duty land tax relating to that applicable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
    (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
    Unless otherwise stated in the special conditions the seller shall so provide):
- G4.3 shall so provide):
  - (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

- The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract. The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents. The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortmores and attempt (if any acis processes). G4.4 G4.5
- G4.6 that of their mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

#### G5. TRANSFER G5.1

- Unless a form of  $\ensuremath{\mathsf{transfer}}$  is prescribed by the  $\ensuremath{\mathsf{special}}$  conditions:
  - conditions: (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the cellups and.
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer. If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability. G5.2 liability.
- The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer. G5.3

#### <mark>G6.</mark> G6.1 COMPLETION

- Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest. Payment is to be made in pounds sterling and only by: G6.2
- G6.3 (a) direct transfer to the seller's conveyancer's client account;
- (b) the release of any deposit held by a stakeholder. Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is G6.4
- unconditionally received in the seller's conveyancer's client account. G6.5
- If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day. Where applicable the contract remains in force following completion. G6.6

### NOTICE TO COMPLETE

- NOTICE TO COMPLETE The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence. The person giving the notice must be ready to complete. If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has: (a) terminate the contract; (b) claim the deposit and any interest on it if held by a stakeholder; G7.1
- G7.2 G7.3
  - stakeholder<sup>.</sup>
    - (c) forfeit the deposit and any interest on it; (d) resell the **lot**; and
- (d) resell the lot; and
  (e) claim damages from the buyer.
  If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
  (a) terminate the contract; and
  (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

  IF THE CONTRACT IS BROUGHT TO AN END G7.4

#### G8.

- IF THE CONTRACT IS BROUGHT TO AN END If the contract is lawfully brought to an end: (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and (b) the seller must return the deposit and any interest on it
- to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- LANDLORD'S LICENCE
- Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies. The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully G0 1
- G9.2 requires.
- The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer G9.3 that licence has been obtained. G9.4
  - The seller must: (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required. The buyer must:
- G9.5 (a) promptly provide references and other relevant information; and
- G9.6
- information; and (b) comply with the landlord's lawful requirements. If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

#### INTEREST AND APPORTIONMENTS G10. G10.1

If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds. G10.3
  - Income and outgoings are to be apportioned at actual completion date unless: (a) the **buyer** is liable to pay interest; and

(a) the buyer is liable to pay interest; and (b) the selfer has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

- Apportionments are to be calculated on the basis that: G10.4
  - (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

  - made;
    (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
    (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the data whon the amount is known of the date when the amount is known.

#### **ARREARS** Part 1 Current rent

G11

G11.1

G11.9

G12.1

G12.2

G12.3

G13.1

G13.2

G13.3

MANAGEMENT

**RENT DEPOSITS** 

- "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion G11.2
- If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions. Parts 2 and 3 of this condition G11 do not apply to arrears of G11.3
- current rent. Part 2 Buyer to pay for arrears
- G11.4
- Part 2 Buyer to pay for arrears Part 2 of this condition G11 applies where the special conditions give details of arrears. The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions. If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears. Part 2 Buyer not to pay for arrears G11.5
- G11.6
- Part 3 Buyer not to pay for arrears Part 3 of this condition G11 applies where the special conditions: G11.7
  - (a) so state: or
- (b) give o details of any **arrears**. While any **arrears** due to the **seller** remain unpaid the **buyer** G11 8 must:

  - must:
     (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
     (b) pay them to the seller within five business days of receipt in cleared funds. (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in parameth;
  - In cleared on a daily basis for each subsequent day's delay in payment);
    (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
    (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
    (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due, and
    (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

This condition G12 applies where the lot is sold subject to

This condition of 2 applies where the two is set = ===, tenancies. The seller is to manage the lot in accordance with its standard management policies pending completion. The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a fenancy: or a new tenancy or agreement to grant a new

surrender, agreement to surrender or proposed forfeiture of a tenancy, or a new tenancy or agreement to grant a new tenancy) and:
(a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
(b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
(c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

This condition G13 applies where the seller is holding or

otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions. Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

# COMMON AUCTION CONDITIONS (EDITION 3)

### REPRODUCED WITH THE CONSENT OF THE RICS

#### in which the buver covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect
- of any breach:
- (b) give notice of assignment to the tenant; and
   (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### VAT G14.

- G14.1
- 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, but only if given a valid VAT invoice. Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion. G14.2

#### TRANSFER AS A GOING CONCERN Where the special conditions so states G15.1

- (a) the selfer and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this cardinar Gur configure
- G15.2
- (b) this condition G15 applies.
  (c) this condition G15 applies.
  (c) this registered for VAT, either in the seller's name or as a member of the same VAT group; and
  (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3
- not be revoked before completion. The buyer confirms that: (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group; (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion; (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and (d) it is not buying the lot as a nominee for another person. The buyer is to give to the seller as early as possible before the agreed completion date evidence: (a) of the buyer's VAT registration; (b) that the buyer has made a VAT option; and (c) that the VAT option has been notified in writing to HM
- G15.4
  - - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion
- The buyer confirms that after completion the buyer intends G15.5
  - (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and (b) collect the rents payable under the tenancies and charge
- VAT on them G15.6
  - VAI on them
    If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
    (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
    (b) the buyer must within five business days of receipt of the VAT invoice in the sale of the lot.

  - (c) if ubyer having any the seller the VAT due; and
    (c) if VAT is payable because the buyer has not complied with this condition 615, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

#### G16

- CAPITAL ALLOWANCES This condition G16 applies where the special conditions state that there are capital allowances available in respect of the last G16.1 lot
- Iot. The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances. The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions. The seller and human cards used to set out in the special conditions. G16.2
- G16.3
- G16.4 The seller and buyer agree: (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### MAINTENANCE AGREEMENTS

- The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions. G17.1
- The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date. G17.2

#### LANDLORD AND TENANT ACT 1987

- This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act G18.1
- The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer. G18.2

- G19.1
- SALE BY PRACTITIONER This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller. The practitioner has been duly appointed and is empowered to sell the lot. G19.2
- to sell the lot. Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability. G19.3
- G19.4
- The lot is sold: (a) in its condition at completion; (b) for such title as the seller may have; and

(c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

#### Where relevant. G19.5

- where relevant:
  (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment; and the practitioner's acceptance of appointment; and
  (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925
- 1925.
- The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**. G19.6
  - TUPE
- If the special conditions state "There are no employees to G20.1 which TUPE applies", this is a warranty by the seller to this effect.
- G20.2
- effect.
  If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
  (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
  (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
  (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

  - The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**. (d) ENVIRONMENTAL

#### G21. G21.1

- This condition G21 only applies where the special conditions The seller has made available such reports as the seller has G21.2
- The series has made available such reports as the series has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

#### SERVICE CHARGE

- This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions. No apportionment is to be made at completion in respect of G22.1 G22.2
- No apportionment is to be made at completion in respect of service charges. Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing: (a) service charge expenditure attributable to each tenancy; (b) payments on account of service charge received from each tenant; G22.3

  - (c) any amounts due from a tenant that have not been received;
    (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
    In respect of each tenancy, if the service charge account shows that:
- G22.4 (a) payments on account (whether received or still then due
  - from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
  - b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the
- endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies. In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer. G22.5 G22 6
  - (a) the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund;
     (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
    - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

#### **RENT REVIEWS** G23.1

- This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed. G23.2
- Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably variable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
  The seller must promptly:

  (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

  The seller and the buyer rate to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
  When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and G23.3
- G23.4

- G23.5
- G23.6

interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

- If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent G23.7 and any interest recoverable is to be treated as arrears. The seller and the buyer are to bear their own costs in relation
- G23.8 to rent review negotiations and proceedings.

#### TENANCY RENEWALS G24

- This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references G24.1 to notices and proceedings are to notices and proceedings under that Act.
- under that Act. Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue G24.2
- If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it. Following completion the buyer must: G24.3
- G24.4 (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant
  - (c) If any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds. The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

Where a warranty is assignable the seller must:
 (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
 (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
 If a warranty is not assignable the seller must after completion:

(b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the

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

This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon

(a) procure that it becomes registered at Land Registry as

(b) propriet of the lot; (b) procure that all rights granted and reserved by the lease

(b) produce that an inputs granied and reserved by the lease under which the lot is held are properly noted against the affected titles; and (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

a registered title. The **buyer** must at its own expense and as soon as practicable: (a) apply for registration of the transfer;
(b) provide the seller with an official copy and title plan for

(c) pointe the super's new title; and
 (c) join in any representations the seller may properly make to Land Registry relating to the application.

All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyances.

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person

to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

a communication is to be treated as received:
(a) when delivered, if delivered by hand, or
(b) when personally acknowledged, if made electronically;
but if delivered or made after 1700 hours on a business day a

communication is to be treated as received on the next communication is to be treated as received on the next business day. A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been received.

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

G27.2 This condition G27.2 applies where the lot comprises part of

NOTICES AND OTHER COMMUNICATIONS

A communication may be relied on if: (a) delivered by hand; or

G24.5 to this.

Where a warranty is assignable the seller must:

(a) hold the warranty on trust for the buyer; and

seller to any liability or penalty.

REGISTRATION AT THE LAND REGISTRY

#### G25. WARRANTIES Available warranties are listed in the special conditions. G25 1

completion:

NO ASSIGNMENT

G25.2

G25.3 If

G27.1

628

G28.1

G28.2

G28.3

G28.4

G29

posted.

# Going once...

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